

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, December 30, 2025**

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

**Consent Agenda -**

Review & Sign the following documents:

**Minutes:**

- a) December 9<sup>th</sup> (pgs 3-5)
- b) November 18<sup>th</sup> – Executive Session (pgs 6 & 7)
- c) Board of Public Health – December 9<sup>th</sup> (pgs 8 -10))

**Resolutions:**

- d) 2025-127: Voided Resolution (pg 11)
- e) 2025-128: Payroll (pg 12)
- f) 2025-130: Accounts Payable (pg 13)
- g) 2025-131: P-cards (pg 14)
- h) 2025-132: Correction to Resolution 2025-125 (pg 15)
- i) 2025-133: Transfer of Funds for the month of December 2025 (pg 16)
- j) 2025-135: Health & Welfare Resolution (pg 17)
- k) 2025-136: Payroll (pg 18)

**Contracts & Reports:**

- l) Treasurer's Report (pgs 19 & 21)
- m) Municipal Jail Services agreement w/City of Craig (pgs 22-32)
- n) Moffat County Public Safety Center sublease w/ City of Craig (pgs 33-40)
- o) First Amendment to the Bill Credit agreement w/YVEA (pgs 41-44)
- p) Ambulance Services agreement w/Rangely (pgs 45-58)
- q) Craig Skatepark Alliance - Sale & Operating Agreement (TBD)
- r) Contract Amendment #1 – CH Johnson Consulting (pgs 59 & 60)
- s) Farming Lease Amendment #2 – Sterling Rollins (pg 61)
- t) Letter of Support – Craig Skatepark Alliance (pgs 62 & 63)
- u) Human Resources Department contracts:
  - Insight Global – Contract Employee Rate Sheet (pg 64)
  - American Fidelity, Moffat County Section 125 plan document (pgs 65-97)
  - First Amendment between 6 Degrees Health, Inc. and Memorial Regional Hospital dba Memorial Regional Health (pg 98)



3:31 PM12/23/2025

- Plan Document Amendment # 5 For Moffat County Group Benefit Plan (pgs 99-104)
- First Amendment to the Order Form: Health Plan Administration Services (pgs 105-112)
- Legal Shield Employer Agreement (TBD)
- Delta Dental Benefits Contract (TBD)
- v) Landfill Engineering & Environmental Services agreement w/Northwest CO Consultants, Inc. (pgs 113-125)
- w) NW CO Trails Corp Lease Agreement – Moto Cross Park (pgs 126-137)

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:

8:45 am

## Public Hearing:

- 1) Finance Department - Cathy Nielson & Heather Brumblow
  - December Budget Supplemental (Resolution 2025-129) (pgs 138-159)

## Staff Reports:

- 2) Craig/Moffat County Airport – Candace Miller
  - Present Final Payment approval for Airport Runway project (pgs 160-163)

## Presentation:

- 3) Memorial Regional Health – Kyle Miller
  - Resolution 2025-134: Conveyance of Real Property Deed to County Hospital (pgs 164 & 165)

Adjournment

The next scheduled BOCC meeting will be Tuesday, January 13, 2026 - 8:30 am



Moffat County's YouTube link to view meeting:

<https://youtube.com/live/4jDnt1O2sto>

3:31 PM 12/23/2025

OR

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



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

December 9, 2025

**In attendance:** Melody Villard, Chair; Donald Broom, Vice-Chair; (ZOOM); Tony Bohrer, Board Member; Erin Miller, Deputy Clerk & Recorder; Cathy Nielson; Heather Brumblow; Max Salazar; Jeff Comstock; Tracy Winder; Carol Haskins; Glenn Kelsy; Heidi Rogers; Chip McIntyre; Neil Binder; Kyler Scott; Todd Wheeler

**Call to Order**  
**Pledge of Allegiance**

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

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

**Consent Agenda –**

Review & Sign the following documents: (see attached)

a) November 25

**Resolutions:**

b) 2025-116: Payroll

c) 2025-117: Transfer of Intergovernmental Funds for October/November 2025

d) 2025-118: Transfer of Intergovernmental Funds for November 2025

e) 2025-120: A/P

f) 2025-126: Voided warrant

**Contracts & Reports:**

g) Department of Public Health/CO Department of Public Health & Environment – Public Health Emergency Planning grant – Amendment #3

h) Department of Public Health - Local Planning Grant – Amendment #2

i) Assessor's Office - Professional Services Contract Amendment #3 w/ CLH

j) Assessor's Office – Professional Services Contract Amendment #3 w/ValueWest

k) Contract Amendment #1 – SPL7

l) Insight Global, LLC Master Services Agreement for Staffing Services - Department of Human Services

**m) Ratify:**

Letter of Support: Memorial Regional Health – Geothermal Energy Tax Credit

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

Tracy Winder came up before the BCC to express her disagreement with her tax dollars paying for Moffat County 's Clerks office dues to the Colorado Clerks Association.

There was no general discussion

### Office of Development Services – Neil Binder & Fairgrounds – Kyler Scott

- Bid recommendation – Fairgrounds Arena equipment (see attached)

Four bids were received for new bucking chutes and stripping chutes for use in the Fairgrounds arena. The budget for this project is \$60,000.

- Priefert Company \$50,186.20
- Wahlberg Texas Corp \$55,565.00 (Priefert brand)
- Wahlberg Texas Corp \$52,135.00 (Powder River brand)
- Steve Regan Company \$48,071.41 ((Powder River brand)

The bid recommendation made by the Fairgrounds for the new arena equipment is for Priefert, at \$50,186.20. Bohrer asked why the recommendation was for Priefert, as opposed to Steve Regan Company? Scott replied that the Priefert product is made from a heavier gauge steel, comes in the preferred color of Moffat County blue (which was specified in the bids specs), so they wouldn't have to be repainted, and also has the correct configuration available.

Broom moved to approve the bid recommendation for Fairgrounds Arena equipment from Priefert, at \$50,186.20. Bohrer seconded the motion. Motion carried 3-0.

8:45 am

## Public Hearing:

Finance Department – Cathy Nielson & Heather Brumblow

Finance Department – Cathy Nielson & Heather Brumblow

Final Approval of the 2026 County Budget: (which includes) (see attached)

- 2025-121: Appointment of Budget Officer to Serve as Authorized Party to Certify Tax Levies Pursuant to Colorado Revised Statutes 39-1-111
- 2025-122: Amending Resolution 2024-129 – Distribution of Sales Tax
- 2025-123: Resolution to adopt 2026 budget
- 2025-124: Resolution to Appropriate Sums of Money
- 2025-125: Mill Levies

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

Nielson presented the final 2026 County Budget and explained the various components.

There was no testimony either for or against the budget presentation.

Back in Regular Session, Bohrer made a motion to approve the **2026 Budget** in its entirety as presented with the following necessary resolutions:

- 2025-121: Appointment of Budget Officer to Serve as Authorized Party to Certify Tax Levies Pursuant to Colorado Revised Statutes 39-1-111
- 2025-122: Amending Resolution 2024-129 – Distribution of Sales Tax
- 2025-123: Resolution to adopt 2026 budget
- 2025-124: Resolution to Appropriate Sums of Money
- 2025-125: Mill Levies

Broom seconded the motion(s). Motion(s) carried 3-0.

Meeting adjourned at 9:05 am

The next scheduled BOCC meeting is Tuesday, December 30, 2025

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved on: \_\_\_\_\_

Attest by: \_\_\_\_\_

Moffat County Board of County Commissioners & Craig City Council  
Special Meeting/Executive Session  
November 18, 2025

Mayor Chris Nichols called to order a Special Craig City Council meeting at 4:00 p.m., Tuesday, November 17, 2025. Those present in addition to Mayor Nichols were Councilmembers Michelle Gottschall, Derek Duran, Jesse James Jackson, and Andrea Camp. Staff present were City Attorney Heather Cannon, Assistant City Attorney Garry Rhoden, Finance Director Mindy Elliott, City Clerk Katie Carmody, and GIS/Technology Tech John Meinhart. Also present were Moffat County Commissioners Tony Bohrer, Melody Villard, and Donald Broom, Moffat County Natural Resources Director Jeff Comstock, and Moffat County Attorney Max Salazar. Joining via ZOOM were Laura Chartrand and K.C. Cunilio Special PUC Council representing the City of Craig and Moffat County. All participated in the Pledge of Allegiance.

Moffat County Commissioner Melody Villard called the Moffat County Commissioner meeting to order and took roll. Commissioners present were Tony Bohrer, Melody Villard and Donald Broom, along with council members and staff mentioned above. Commissioner Bohrer moved with a second by Commissioner Broom to approve the agenda as presented. Ayes: 3. Nays: 0. Motion carried.

Commissioner Bohrer moved with a second by Commissioner Broom to move from Regular Session to Executive Session at 4:02 p.m. Ayes: 3. Nays: 0. Motion carried.

Executive Session - Executive Session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice and C.R.S. 24-6-402(4)(e) for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding the Xcel Just Transition Electric Resource Plan (ERP) Recommendations regarding the Public Utilities Commission (PUC) Hearings. Present for the Executive Session were Mayor Nichols, and Councilmembers Michelle Gottschall, Derek Duran, Jesse James Jackson, and Andrea Camp. City staff present were City Attorney Heather Cannon, Assistant City Attorney Garry Rhoden, and City Clerk Katie Carmody. From Moffat County were Commissioners Tony Bohrer, Melody Villard, and Donald Broom, Resources Director Jeff Comstock, and Attorney Max Salazar. Joining via ZOOM were Laura Chartrand and K.C. Cunilio - Special PUC Council representing the City of Craig and Moffat County.

The recording of the Regular Session was stopped at 4:04 p.m.

City Councilman Luke Tucker joined the Executive Session at 4:22 p.m.

Commissioner Bohrer moved with a second by Commissioner Broom to move from Executive Session and back into Regular Session at 5:23 pm. Ayes: 3. Nays: 0. Motion carried.

The recording of the Regular Session resumed at 5:24 pm. City Attorney Heather Cannon affirmed no decisions or actions were taken during Executive Session.

After further discussion, Commissioner Bohrer moved with a second by Commissioner Broom to approve the filing of the Rehearing, Reargument, or Reconsideration (RRR) regarding the decision made by the Public Utilities Commission (PUC) regarding the Xcel Just Transition Electric Resource Plan (ERP) Recommendations. Ayes: 3. Nays: 0. Motion carried.

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved on: \_\_\_\_\_

Attest by: \_\_\_\_\_

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

December 9, 2025

**In attendance:** Melody Villard, Chair; Tony Bohrer, Board Member; Erin Miller; Becky Copeland; Amanda Pipher (ZOOM); Heather Brumbelow; Max Salazar; Dr. Kevin Fitzgerald (ZOOM)

Commissioner Villard called the meeting to order at 11:00 am.

Commissioner Broom was absent

**Agenda Items –**

**Amanda Pipher:**

- Gun Grant Final Update

Gun grant has concluded. This quarter 178 rifle safes; 242 pistol safes; 193 locking ammo boxes were given out. After the Concealed Carry class, 34 pieces of concealed carry accessories were given out. Over the course of the grant 1166-gun safes were distributed; there was also lot of collaboration with local agencies to make sure high-risk populations have access to safe gun storage.

- CPR Update

27 CPR classes have been offered over the course of the year. All were well attended.

- Epi Update

Not a lot of updates on the Epi program.

- Hygiene Kits, Period Packs, and Homeless Kits update

These packs have been put together to share with various area agencies, mostly for distribution for “un-housed” peoples.

**Becky Copeland:**

- Sunset Flu Clinic

Two Flu shot clinics were offered at Sunset Meadows this year; a walk-in clinic was also offered at the Public Health office.

- MMR Meeting with Partners

Due to a “hit” of measles in the Routt County waste water system (Moffat County never did), Moffat County Public Health ramped up their MMR education and met with all of the local partners to have a plan in place. The State also came in and did an educational program on this. Becky feels we have a good rate of vaccination in Moffat County .

- Animal Bite Progress

Selene has been working with local medical and law enforcement agencies to establish an Animal Bite reporting program.

- Pending OFR

Becky applied for and was able to get a \$14,000 grant to get the Overdose Fatality Review board off the ground. There is also the possibility of a \$20,000 grant from the State.

- Blessings Box

Still working on this project. More after the first of the year.

- N95 Fit Test Training

Selene, Becky and Amanda are all trained by the State to correctly fit the N95 masks. In turn, Becky was able to go to NW CO Health and train them to fit their employees.

- Stop the Bleed

Memorial Regional Health is offering a "Stop the Bleed" campaign classes to high school seniors. Public Health contributed 25 kits that contains tourniquets, gauze and scissors; Memorial Regional Health also contributed 25 kits. They are hoping to eventually get 100 total kits into the community.

- Horizons Education

An infection prevention education day was offered to the Horizons agency for their clients, but it had to be postponed to a later date.

- Partnering with the DMV for new driving car kits

Public Health is partnering with the DMV to pass out vouchers to newly licensed drivers (16-18-year-olds) for a backpack containing car safety kits.

### **Heather Brumblow:**

- Finance Update

Public Health is doing well on their finances. They did have to use more County funds, due to the depletion of COVID funds. There is approximately \$2000 left and that will be used for testing supplies. There was also some discussion about some of the other various grants that Public Health utilizes.

The next quarterly meeting will be March 24<sup>th</sup>, 2026 – 11 am

Meeting adjourned at 11:22 am

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: \_\_\_\_\_

\_\_\_\_\_

Approved on: \_\_\_\_\_

Attest by: \_\_\_\_\_





RESOLUTION 2025-128  
PAYMENT OF PAYROLL WARRANTS  
Payroll Ending 12/6/2025

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

**Pay Date 12/19/2025**

FROM FUND:

General	0010.7000	\$284,046.67	cr
Road & Bridge	0020.7000	\$183,499.78	cr
Landfill	0070.7000	\$16,558.99	cr
Airport	0120.7000	\$427.73	cr
Library	0130.7001	\$12,544.24	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,739.15	cr
Mo Co Tourism	0320.7000	\$3,691.02	cr
PSC Jail	0072.7000	\$91,093.27	cr
Human Services	0030.7100	\$75,161.34	cr
Public Health	0065.7000	\$15,076.82	cr
SM I	0168.7000	\$5,368.98	cr
SM II	0169.7000	\$6,575.64	cr

TO FUND:

Warrant	0100.1000	\$701,783.63	dr
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Adopted this 30th day of December, A.D. 2025

Chairman

STATE OF COLORADO )  
                                  )ss.  
COUNTY OF MOFFAT )

I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify

RESOLUTION 2025-130  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF DECEMBER 2025

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

FROM FUND:		Check Date:	12/30/2025		
General	110	<u>\$282,572.63</u>	CR	0010.7000	
Road & Bridge	200	<u>\$407,729.61</u>	CR	0020.7000	
Landfill	240	<u>\$6,044.30</u>	CR	0070.7000	
Airport	260	<u>\$112,790.35</u>	CR	0120.7000	
Emergency 911	270	<u>\$146.86</u>	CR	0350.7000	
Capital Projects	510	<u>\$1,895.02</u>	CR	0160.7000	
Conservation Trust	211		CR	0060.7000	
Library	212	<u>\$2,622.29</u>	CR	0130.7001	
Maybell Sanitation	610	<u>\$2,400.00</u>	CR	0280.7000	
Health & Welfare	720	<u>\$160,382.53</u>	CR	0080.7000	
Senior Citizens	215	<u>\$6,461.92</u>	CR	0170.7000	
Internal Service Fund	710		CR	0325.7000	
Lease Purchase Fund	410		CR	0175.7000	
NCT Telecom	520		CR	0166.7000	
Mo Co Tourism Assoc	219	<u>\$506.40</u>	CR	0320.7000	
PSC - JAIL	210	<u>\$19,178.10</u>	CR	0072.7000	
Human Seviles	220	<u>\$11,906.58</u>	CR	0030.7100	
Public Health	250	<u>\$486.10</u>	CR	0065.7000	
Sunset Meadows I	910	<u>\$7,707.74</u>	CR	0168.7000	
Sunset Meadows I Security	910	<u>\$867.83</u>	CR	0167.7000	
Sunset Meadows II	920	<u>\$13,988.65</u>	CR	0169.7000	
Sunset Meadows II Security	920		CR	0171.7000	
ACET	275		CR	0040.7000	
Shadow Mountain LID	530		CR	0110.7000	
MC Local Marketing District	231		CR	0050.7000	
To Fund Warrant		<u>\$1,037,686.91</u>	DR		

Adopted this 30th day of December, 2025

Chairman

STATE OF COLORADO )  
ss.)  
COUNTY OF MOFFAT )

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

WITNESS my hand and seal this 30th day of December, A.D. 2025

County Clerk & Ex-officio

RESOLUTION 2025-131  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF DECEMBER 2025

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

FROM FUND:	Check Date:	12/30/2025		
General	110	<u>\$10,986.40</u>	CR	0010.7000
Road & Bridge	200	<u>\$287.29</u>	CR	0020.7000
Landfill	240	<u>\$922.20</u>	CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	<u>\$3,604.95</u>	CR	0350.7000
Capital Projects	510	<u>\$137.94</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$137.35</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	<u>\$963.88</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	<u>\$1,362.04</u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$2,531.29</u>	CR	0320.7000
PSC - JAIL	210	<u>\$11,158.67</u>	CR	0072.7000
Human Sevices	220	<u>\$1,966.54</u>	CR	0030.7100
Public Health	250	<u>\$7,929.87</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$320.27</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$240.70</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$1,962.93</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$44,512.32</u>	DR	

Adopted this 30th day of December, 2025

\_\_\_\_\_  
Chairman

**RESOLUTION 2025-132**  
**Correct clerical error 2025-125**

RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2025, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR MOFFAT COUNTY, COLORADO, FOR THE 2026 BUDGET YEAR.

WHEREAS, the Board of Commissioners of Moffat County has adopted the annual budget in accordance with the Local Government Budget Law, on December 9, 2025, and

WHEREAS, the amount of money necessary to balance the budget for general operating expenses is \$9,060,962 and

WHEREAS, the amount of money necessary to balance the budget for general operating expenses is itemized by funds as follows:

General Fund	\$8,311,462
Human Service Fund	\$480,779
Public Health Fund	\$167,414
Abatement	<u>\$101,307</u>
Total	\$9,060,962

WHEREAS, the amount of money necessary to balance the budget for the County Hospital operating and capital expenses is \$1,287,800 and

WHEREAS, the amount of money necessary to balance the budget for Capital Expenditure is NONE, and

WHEREAS, the amount of money necessary to balance the budget for bonds and interest is NONE, and

WHEREAS, the 2025 valuation for assessment for Moffat County, as certified by the County Assessor, is \$429,266,702.

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

Section 1. That for the purpose of meeting all general operating expenses of Moffat County during the 2026 budget year, there is hereby levied a gross tax of 24.108 mills upon each dollar of the total valuation for assessment of all taxable property within the County for the year 2025.

Section 2. That, for the purpose of meeting all general operating expenses of Moffat County during the 2026 budget, the above-listed tax levy is hereby allocated among the various funds as follows:

General Fund	19.362 mills
Human Services Fund	1.120 mills
Public Health Fund	.390 mills
Hospital Fund	3.000 mills
Abatement – General Fund	<u>.236 mills</u>
Total Levy	24.108 mills

Section 3. That Catherine Nielson, Finance Director, is hereby authorized and directed to immediately certify to the Property Tax Administrator, the mill levies for Moffat County as hereinabove determined and set.

Adopted this 30th day of December, A.D. 2025.

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Melody Villard  
Chair, Board of County Commissioners

State of Colorado)  
                                  )§  
County of Moffat)

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

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

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(Deputy) Clerk and Ex officio to  
County Commissioners, Moffat County  
State of Colorado; Erin Miller

RESOLUTION 2025-133  
TRANSFER OF FUNDS RESOLUTION  
FOR THE MONTH OF DECEMBER 2025

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

WHEREAS, the transfer is to cover warrants issued for payment in between accounts payable runs.

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

FROM FUND		TO FUND	
CONSERVATION FUND	11,904.51	GENERAL	11,904.51
correct coding			

Adopted this 30th day of December, A.D. 2025

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Chairman

STATE OF COLORADO	}
	}ss
COUNTY OF MOFFAT	}

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

WITNESS my hand and seal this 30th day of December, A.D. 2025

---

County Clerk & Ex-officio

RESOLUTION 2025-135  
TRANSFER OF FUNDS RESOLUTION  
FOR THE MONTH OF DECEMBER

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

WHEREAS, the transfer is to cover warrants issued for payment in between accounts payable runs.

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

FROM FUND		TO FUND	
HEALTH & WELFARE	300,000.00	WARRANT	300,000.00

Adopted this 30th day of December, A.D. 2025

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Chairman

STATE OF COLORADO    }  
                                  }ss  
COUNTY OF MOFFAT    }

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

WITNESS my hand and seal this 30th day of December, A.D. 2025

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County Clerk & Ex-officio



MONTHLY REPORT OF MOFFAT COUNTY TREASURER  
NOVEMBER 01, 2025 THRU NOVEMBER 28, 2025

FUND	BEGINNING BALANCE	REVENUES				TRANSFERS (IN)	DISBURSEMENTS			ENDING BALANCE
		CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP		CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	
GENERAL FUND	33,627,444.97	30,402.88	621,060.73	41.45		943.81		-22,138.71	-1,988,665.05	32,269,090.08
ROAD & BRIDGE FUND	11,155,172.91		207,830.87		73,420.57			-1,080.98	-431,833.22	11,003,510.15
DEPARTMENT OF HUMAN SERVICES	1,679,192.92	1,738.64	66,247.42	2.40					-219,969.59	1,527,211.79
ACET	305,683.66		168.06						-1,687.86	304,163.86
MOFFAT COUNTY LOC MKRT DIST	362,245.05		95,013.69						-30,500.00	426,758.74
CONSERVATION TRUST FUND	171,951.23		479.02					-4.79		172,425.46
MOFFAT COUNTY PUBLIC HEALTH	1,044,485.23	490.54	84,573.01	.79					-54,175.70	1,075,373.87
LANDFILL	1,679,292.17		109,427.29					-1,047.49	-37,035.81	1,750,636.16
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	2,828,114.38		109,574.03						-231,079.83	2,706,608.58
COUNTY HEALTH & WELFARE	1,439,202.80		525,189.09			195,840.00			-460,812.28	1,699,419.61
MEMORIAL REGIONAL HEALTH	7,875.82	4,657.06		6.40			-7,875.82			4,663.46
WARRANT FUND - COUNTY	479,769.79					3,163,341.80	-2,872,247.92			770,863.67
SHADOW MTN LOCAL IMPROVE DIST	192,355.02								-9,299.46	183,055.56
AIRPORT FUND	386,090.97		18,341.67					-170.39	-4,865.83	399,396.42
PUBLIC LIBRARY	489,638.80		1,715.24					-17.15	-38,536.62	452,800.27
COLO NORTHWEST COMM COLLEGE	18,523.05	4,658.76		6.39	9,164.29		-18,523.05	-46.64		13,782.80
M C SCHOOLS RE#1 - GENERAL	208,296.38	46,878.77		58.27	112,151.80		-208,296.38	-140.29		158,948.55
CAPITAL PROJECTS FUND	2,467,984.78		6,875.26			317,458.00			-64,020.81	2,728,297.23
PUBLIC SAFETY CENTER - CAP PROJ	568.68		.85							569.53
NC TELECOM ESCROW ACCOUNT	251,816.08		701.50						-762.42	251,755.16
SUNSET #1 SECURITY DEPOSIT	20,640.64		1,191.00							21,831.64
SUNSET MEADOWS #1	1,018,404.84		39,557.05						-31,577.00	1,026,384.89
SUNSET MEADOWS #2	39,515.22		42,616.09						-35,168.29	46,963.02
SENIOR CITIZENS CENTER - 15	350,464.15		7,012.31						-21,118.47	336,357.99
SUNSET #2 SECURITY DEPOSIT	18,944.24		37.00							18,981.24
COURTHOUSE LEASE PURCHASE FUND	0.00									0.00
SCHOOLS RE#1 - BOND	17,134.89	10,132.05		13.13			-17,134.89			10,145.18
CITY OF CRAIG	12,074.52	11,217.37		12.01	9,820.22		-12,074.52	-217.25		20,832.35
TOWN OF DINOSAUR	497.01	566.51			155.22		-497.01	-10.96		710.77
CAPITAL FUND - CITY OF CRAIG	1,420.88	1,320.00		1.41	1,155.59		-1,420.88	-25.57		2,451.43
ARTESIA FIRE PROTECTION DISTRICT	409.99	368.62			240.86		-409.99	-17.47		592.01
CRAIG RURAL FIRE PROTECTION DIST	8,419.50	4,133.90		2.47	6,931.58		-8,419.50	-196.05		10,871.90
MAYBELL IRRIGATION	5,924.08				155.71					6,079.79
MAYBELL SANITATION	205,574.43		2,427.69					-24.28	-2,395.98	205,581.86
COLO. RIVER WATER CONSERVATION	3,039.29	777.40		1.04	1,529.93		-3,039.29	-36.93		2,271.44
YELLOW JACKET CONSERVANCY DIST.	54.64	31.87			46.37		-54.64	-1.51		76.73
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
SAVERY LITTLE SNAKE RIVER WATER CO	1,033.49	15.02		1.25			-1,033.49	-.77		15.50
MOFFAT COUNTY TOURISM -LODGING 19	180,260.71		48,787.06						-9,961.42	219,086.35
INTERNAL SER FUND-CENTRAL-DUP	99,266.51		705.58						-660.62	99,311.47
JUNIPER WATER CONSERVANCY DIST.	39,751.40		51.06					-.51		39,801.95
SAVERY LITTLE SNAKE RIVER CONS DIS	0.00									0.00
UPPER YAMPA WATER CONSERVANCY	2,408.86	14.53			2,058.63		-2,408.86	-.69		2,072.47
911 FUND	885,287.90		13,030.03						-5,132.35	893,185.58
ADVANCE TAXES - REAL ESTATE	643.64									643.64
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	655,279.88		361,200.00				-490,605.52			525,874.36
CHECK CHANGE ACCOUNT	0.00		4,909.15				-4,909.15			0.00
TAX LIEN SALE COLLECTIONS	0.00									0.00
TAX LIEN SURFACE OWNER COLLECTIONS	1,918.29		731.35				-2,649.64			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		5,360.71				-5,360.71			0.00
PAYROLL EFT TAX PAYMENTS	0.00		331,784.69				-331,784.69			0.00
CRAIG DIST ADVISORY GRAZING BOARD	11,666.57						-11,666.57			0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		216,830.77				-216,830.77			0.00
COUNTY SALES & LEASES	32,834.79		581.11							33,415.90

MOTOR VEHICLE REGIST.	6,470.37		6,303.32							12,773.69
2023 TREASURERS TAX DEED	5,914.95		110.20			-404.35				5,620.80
2025 TREASURERS TAX DEED	9,813.24		3,062.29			-3,052.04				9,823.49
2010 TREASURER'S TAX DEED	5,941.52		4,888.25			-4,309.72				6,520.05
2024 TREASURER DEED'S	957.16									957.16
GRAND TOTALS	62,655,672.29	117,403.92	2,938,374.44	147.01	216,830.77	3,677,583.61	-4,225,009.40	-25,178.43	-3,679,258.61	61,676,565.60

I, Robert Razzano County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 28th day of November 2025.

Robert Razzano, Moffat County Treasurer

Examined by Board of the Moffat County Commissioner

Melody Villard  
Chairperson

Tony Bohrer

Donald Broom

## **AGREEMENT FOR MUNICIPAL JAIL SERVICES**

THIS AGREEMENT is made this 30th day of December, 2025, by and between the City of Craig, hereinafter referred to as "Municipality," and the County of Moffat, a political subdivision of the State of Colorado, hereinafter referred to as "County."

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

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

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

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

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

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

### **1. Definitions**

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

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

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

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

- B. The Pre-booking documentation required by the Jail is complete, to include, but not be limited to, the literal description of the municipal ordinance violation; or the literal description of the original municipal ordinance violation, when the booking results from a municipal arrest warrant for failure to appear, failure to comply, failure to complete conditions, failure to pay, or a municipal mittimus.
- C. One of the following forms of documentation from Municipality must accompany the Offender or be provided to County prior to the Offender being accepted and booked into the Jail:

I. Mittimus Order - A mittimus order shall be accepted only if the commitment is for consecutive days, with the consecutive days not consisting of weekend days only or with days of liberty interspersed with days of detention. The Offender may be committed to work release if the Offender meets the minimum acceptance criteria for such jail alternative program, if the program is operational and if space is available, at the sole discretion of the Moffat County Sheriff. At the discretion of the Municipality, mittimus orders (days to serve) may begin while the offender is being held for another jurisdiction or matter, or may begin once the prior hold or matter has been resolved.

II. Arrest Warrant – An arrest warrant issued subsequent to the effective date of this Agreement shall be accepted only if the arrest warrant/warrant entry:

1) includes the literal, (original) municipal ordinance description, (e.g., Failure to Appear/Speeding, Failure to Pay Fines & Costs/Disorderly Conduct, etc.),

AND;

2) specifies the amount and type of bond to secure bail, such as:

- a) an amount of cash;
- b) an amount of cash or surety;
- c) personal recognizance after 48 hours;
- d) Hold without Bond;

(These requirements shall not apply to arrest warrants issued prior to the effective date of this Agreement.)

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



notified that the Offender has been located when the arrest warrant is confirmed. The Moffat County Jail is not responsible for notice to Municipality, Municipal Court, or Municipal Court clerk other than by the means described in this Agreement.

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

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

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

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

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

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

notice to the municipal law enforcement agency or Municipal Court detaining the Offender when there has been a disposition of pending county or district court matters. Municipal Offenders shall be held no more than 4 hours, pursuant to a municipal detainer.

- D. To accurately prepare for and accept bonds and related cash or surety documents, setting court appearances in accordance with Municipal Court schedules, completing mittimi, and completing or preparing other Municipal Court documents required to accept and release Municipal Offenders into and from the Moffat County Jail. County is responsible for making said documents available to the Municipal Court clerk or mailing said documents to the Municipal Court clerk no later than the following work day by first class mail, postage prepaid.
  - E. To afford Municipal Offenders access to inmate programs and activities in a manner consistent with the Jail classification of like County inmates. The Municipal Offender's classification will be determined by the Moffat County Jail staff.
  - F. To comply with Sections 17-26-109 and 17-26-115 C.R.S. and afford a sentenced Municipal Offender a deduction of time for his/her Municipal Court sentence in a manner consistent with sentenced County offenders.
  - G. To determine sentenced Municipal Offender's eligibility and conditions for furlough consistent with sentenced County offenders. County shall notify the Municipal Court of any Municipal Offender furlough.
4. Duration of Agreement – This Agreement shall be effective upon final execution by the appropriate officers of both parties. This Agreement shall continue through December 31, 2026, and shall automatically renew from year to year unless sooner terminated by notice from either party to the other party in accordance with paragraph 5 of this Agreement. The parties may also negotiate and modify the terms of this agreement on an annual basis and such modifications will result in a modified agreement, which is signed by both parties no later than the 31<sup>st</sup> day of December annually. In the future, if this Agreement is terminated, Municipality shall take physical custody of all Municipal Offenders.
5. Termination of Agreement – This Agreement may be unilaterally terminated, with or without cause, by giving thirty (30) days written notice, by either party delivered to the other party in accordance with paragraph 12 "Notices." Within thirty (30) days after delivery of said notice, Municipality shall take physical custody of Municipal Offenders then in County's custody pursuant to this Agreement.
6. Emergency Release – Notwithstanding the provisions of paragraphs 4 and 5 set forth herein, County has the authority to release, on an emergency basis, those Municipal Offenders when County deems such release necessary due to exigent circumstances.



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

7. Agreement Monitor – In order to administer this Agreement effectively, Municipality shall designate an Agreement Monitor. Until further notice is received, Municipality's Agreement Monitor shall be the individual named in Schedule A, attached hereto and incorporated herein by reference. Any change in the Agreement Monitor shall be effective upon ten (10) days advance written notice to County's Contact Person.
8. County Contact Person – In order to administer this Agreement effectively, the Sheriff or his/her designee shall act as County's Contact Person. Until further notice is received, County's Contact Person shall be the individual named in Schedule A, attached hereto and incorporated herein by reference. Any change in County's Contact Person shall be effective upon ten (10) days advance written notice to Municipality's Agreement Monitor.
9. Cost and Reimbursement
  - A. Except as otherwise provided in this Agreement, all costs of housing Municipality's Offenders, pursuant to the terms of this Agreement shall be fixed and reimbursed at the "per offender per day" rate set in the previous year by the Joint Budget Committee of the Colorado General Assembly for reimbursement to Colorado counties for holding backlogged Department of Corrections inmates. Said rate shall begin January 1 of the year following the setting of the rate and continuing to and until December 31 of such year. Municipality shall reimburse County for the day Municipality's Offender is delivered and for every subsequent day that Municipality's Offender is assigned to the Moffat County Jail, but not the day that Municipality's Offender is released from the Moffat County Jail due to completion of sentence or by order of the committing Court.
  - B. For those Offenders who remain in the County Jail for a period of more than twenty-four (24) hours, the Municipality shall pay County the per day rate. The parties agree the Municipality will not be charge for Offenders detained in the County Jail held solely on Municipal Charges for a period of less than twenty-four (24) hours.
  - C. If the Municipal Offender is detained in the Moffat County Jail under the concurrent authority of Municipality and of other municipal jurisdictions, Municipality shall be responsible for no more than its equally proportional share of the cost of housing and maintaining the Offender in custody and/or under the supervision of the Moffat County Sheriff.



- D. The costs of providing routine, on-site or contract medical, psychiatric or dental services shall be considered normal costs incidental to the operation of the County Jail, as further defined in Schedule B, attached hereto and incorporated herein by reference, and are considered part of the costs reimbursed by the Per Diem rate per Offender as provided in paragraph 9(A) above. County shall be reimbursed by Municipality for the costs of extraordinary health care services, as further defined in Schedule B. Offenders participating in secure detention alternative programs are responsible for their own medical, psychiatric and dental care.
- E. Municipality shall be billed monthly by County for the rates set forth in paragraphs 9(A), 9(B) and 9(C) herein. Payment shall be made within thirty (30) days of receipt of County's invoice. Municipality shall reimburse County for extraordinary medical expenses as set forth in Schedule B. Municipality shall reimburse County for non-medical extraordinary expenses incurred under the terms of this Agreement within thirty (30) days of receipt of County's invoice.
10. Transportation – Transportation of Offenders in custody for violation of a municipal ordinance is the sole responsibility of Municipality. If Municipality and County have entered into a separate agreement for law enforcement services, then transportation of Offenders in custody for violation of a municipal ordinance shall take place in accordance with the provisions of said agreement and all costs incurred by County in the course of providing such transportation on behalf of Municipality shall be paid by Municipality as provided therein.
11. Responsibility for Legal Proceedings – Municipality shall be responsible for defending itself and its officers, employees, or agents in any civil action brought against Municipality, its officers, employees, or agents by any Municipal Offender in the physical custody of County. Municipality and its officers, employees, or agents shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of County or County's officers, employees, or agents arising out of the housing of any Municipal Offender pursuant to this Agreement.
- County shall be responsible for defending itself, its officers, employees, or agents in any civil action brought against County, its officers, employees, or agents by any Municipal Offender in the physical custody of County. County and County's officers, employees, or agents, shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of Municipality or Municipality's officers, employees, or agents arising out of the housing of any Municipal Offender pursuant to this Agreement.
12. Notices – Any notices provided for in this Agreement shall be in writing and shall be served by personal delivery or by certified mail, return receipt requested, postage prepaid, at the address set forth in Schedule C, attached hereto and incorporated herein by reference, until such time as written notice of a change of address is received from the other party. Any notice so mailed and any notice served by personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of



notification will be used in all instances, except for emergency situations when immediate notification to the Agreement Monitor or the County Contact Person is required.

13. No Third-Party Beneficiary Enforcement – It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Municipality and County, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included as a party to this Agreement. It is the express intention of Municipality and County that any entity other than Municipality or County, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
14. Modification and Breach of Contract – This Agreement and the attached schedules contain the entire agreement and understanding between the parties and supersedes any other agreements concerning the subject matter of this transaction whether oral or written. No modification, amendment, revocation, renewal or other alteration of or to this Agreement and the attached schedules shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this Agreement and attached schedules shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
15. Severability – If any term or condition of this Agreement shall be held to be invalid, illegal or unenforceable, this Agreement shall be construed and enforced without such a provision, to the extent this Agreement is then capable of execution within the original intent of the parties.
16. Immunities – Notwithstanding any other provision contained herein, neither party waives any immunities to which they are legally entitled.
17. Budget Constraints – Nothing in this Agreement shall be construed to require the Board of County Commissioners for Moffat County to provide funding not already budgeted for the applicable fiscal year.

Signed and executed the 30th day of December, 2025.

ATTEST:

Katie Carmody  
Katie Carmody, City Clerk



CITY OF CRAIG,  
STATE OF COLORADO

By: Chris Nichols  
Chris Nichols, Mayor

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF MOFFAT COUNTY, COLORADO

By: \_\_\_\_\_  
Deputy Clerk to the Board

By: \_\_\_\_\_  
Chair

**AGREEMENT FOR MUNICIPAL JAIL SERVICES**

**SCHEDULE A**

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

Heather Cannon, City Attorney  
City of Craig  
300 W. 4<sup>th</sup> Street  
Craig, CO 81625  
970-826-2012

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

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



## **AGREEMENT FOR MUNICIPAL JAIL SERVICES**

### **SCHEDULE B**

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

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

Extraordinary medical expenses shall be reimbursed by Municipality provided:

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

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

**AGREEMENT FOR MUNICIPAL JAIL SERVICES**

**SCHEDULE C**

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

Heather Cannon, City Attorney  
City of Craig  
300 W. 4<sup>th</sup> Street  
Craig, CO 81625  
970-826-2012

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

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

With a copy to:

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

**2026 SUBLEASE - PUBLIC SAFETY CENTER  
MOFFAT COUNTY**

This Sublease is made between the following parties:

<b>MOFFAT COUNTY</b> , a body politic—and—	<b>CITY OF CRAIG, CO</b> , a municipal corporation
1198 West Victory Way	300 West Fourth Street
Craig, CO 81625	Craig, CO 81625

(hereinafter, "MOFFAT COUNTY")                      (hereinafter, "CITY")

and is upon the following terms and conditions.

**RECITALS**

- A. Pursuant to an "Intergovernmental Agreement to Exchange Space in the Public Safety Center for Real Property" dated July 22, 1998, (hereinafter, the "IGA") MOFFAT COUNTY agreed to provide City space for the Craig Police Department offices in the Public Safety Center (hereinafter, "PSC") cost-free for a period of ten (10) years from the date of occupancy. From August 1, 2001 through July 31, 2011 MOFFAT COUNTY did provide the CITY space for the Craig Police Department space in the PSC cost-free pursuant to a Sublease signed in 2002.
- B. Pursuant to the IGA, the City donated the property described on the attached Exhibit "A" (hereinafter, the "Property") for purposes of construction of the PSC upon said Property;
- C. The IGA also contemplated that after the ten (10) years of cost-free occupancy, MOFFAT COUNTY and the City would establish a new rental amount for a period of two (2) years.
- D. From January 1, 2016 to December 31, 2025, MOFFAT COUNTY provided the City space for the Craig Police Department in the PSC at a cost of \$60,000 per year pursuant to a Sublease signed in 2015.
- E. The PSC currently houses the following law enforcement agencies.
  - a.) The MOFFAT COUNTY Jail
  - b.) The MOFFAT COUNTY Sheriff's Office
  - c.) The City of Craig Police Department
  - d.) The Colorado State Patrol Troop 4B and
  - e.) The Colorado State Patrol Regional Communications Center(herein, "Space Users");
- F. Through a joint planning process the Space Users have allocated the space in the PSC between space dedicated exclusively to each user and space to be used in



common by all of the Space Users;

- G. Attached hereto as Exhibit "B" is a schematic drawing of the main floor plan for the PSC, which drawing depicts the City's exclusive space in yellow and further depicts space to be used in common by all Space Users in light green; and
- H. MOFFAT COUNTY did sublease to CITY for a term of two (2) years from August 1, 2013, for its exclusive use, the 2,258 square feet in the PSC, and depicted in yellow on Exhibit "B".

NOW THEREFORE, in consideration of the mutual covenants and agreements, it is agreed as follows:

1. Sublease/Exclusive Space. Sublease/Exclusive Space. MOFFAT COUNTY does hereby sublease to City for a term of one hundred twenty (120) months commencing January 1, 2026, for its exclusive use, the 2,258 square feet in the PSC, and depicted in yellow on Exhibit "B." The exclusive space sublet to City pursuant to this Paragraph 1 shall be managed and controlled by CITY without disturbance by MOFFAT COUNTY or any other Space User.

2. Common Area. In addition to the exclusive space sublet to City, City shall have the use in common with all Space Users for a term of one hundred twenty months (120) commencing January 1, 2026 of the approximate 9,000 square feet of shared space (common area) indicated in light green on Exhibit "B" attached hereto, together with the driveways and parking lot/spaces constructed on the Property described on Exhibit "A." The common space will be used for the law enforcement function of all Space Users, including but not limited to: (i.) reception and waiting rooms; (ii.) storage rooms, including evidence; (iii.) armory; (iv.) reporting, interview and viewing rooms; (v.) training/ classrooms; (vi.) locker rooms and wellness facilities; and (vii.) motor vehicle access and parking; (viii) sally port.

This common space may be used by all Space Users or may be used by less than all Space Users, all pursuant to rules of use and/or protocols developed by the users. Any rules and/or protocols for said use will be established by the joint concurrence of the MOFFAT COUNTY Sheriff, Craig Chief of Police and the State Patrol Captain, with the MOFFAT COUNTY Board of County Commissioners reserving the right to make final decision regarding rules for common use. The common area shall not be used for a non law enforcement function without the consent of all the parties.

MOFFAT COUNTY reserves the right to alter, remodel or reconfigure the common area at any time during the term hereof, EXCEPT THAT the gross space available for use in common shall not be substantially reduced during the term hereof without the consent of all Space Users.

3. Rental. In exchange for the space described above, the City shall pay \$3,672.34 to MOFFAT COUNTY each month which amount shall include the cost of all utilities. Rental rate is based on actual cost to operate the facility incurred by MOFFAT COUNTY. Moffat County shall review operating costs annually in June of each year. Rent may be adjusted up or down based on that review. MOFFAT COUNTY will provide cost review including all underlying data and



proposed rate adjustment to the CITY OF CRAIG no later than August 30 of each year during the term of the lease. The monthly rental rate the City pays shall be based on the actual costs to operate the facility following annual review done by August 30 of each year. The adjusted rent amount will become effective January 1 for the subsequent year.

In addition to this yearly rental amount the City shall also pay for:

- a) all telephone and telecommunication charges incurred by City in its operation of a City Police Department; and
- b) all premiums due for any insurance insuring City against loss of property, general liability or workers' compensation.
- c) 100% of the cost of any repairs to the PSC necessitated by the acts or omissions of its agents, invitees, contractors or employees.
- d) 100% of any non-structural cosmetic changes to the City's exclusive space, including but not limited to painting and flooring. The City shall have exclusive authority to make any and all such changes provided that such changes do no affect or endanger the structural integrity of the PSC nor otherwise negatively impact the use of the PSC by other Space Users.

4. Furniture, Fixtures and Equipment. City shall be responsible for providing at its sole cost all furniture, fixtures and equipment necessary for operation and occupancy of its exclusive space and shall bear all risk of loss of the same. Future replacement and repair of the furniture, fixtures and equipment utilized in the Common Area shall be by mutual agreement of the Space Users and the cost of any agreed upon replacements or repairs shall be born equally by the Space Users.

5. Covenants of City. City covenants and agrees as follows:

- a) to use and occupy the space provided in this Sublease for the Craig Police Department and no other use;
- b) to not assign or sublet this Sublease;
- c) to not interfere with the peaceable possession or occupancy of any other Space User;
- d) to not commit waste of the Property; and
- e) to not make any alteration, addition or improvement to any of its exclusive space or the common area without the prior written consent of MOFFAT COUNTY.

6. Covenant of MOFFAT COUNTY. MOFFAT COUNTY covenants and agrees as follows:

- a) to not interfere with or disturb City's exclusive space;
- b) to keep all improvements at the PSC in good repair and provide all routine maintenance to the PSC;
- c) to pay all obligations against the PSC; and
- d) to keep the sidewalks, parking lot and driveway in front of and around the PSC free from ice and snow and other obstruction.



7. Mortgage. The parties acknowledge that the PSC is no longer subject to a Mortgage and Indenture of Trust as it was satisfied April 13, 2021.

8. Insurance and Governmental Immunity. Each party shall maintain casualty and liability insurance coverage relative to its operation and activities, including coverage for its exclusive space and the furniture, fixtures and equipment therein. Additionally, MOFFAT COUNTY shall insure all contents of the common areas. Each of the parties hereto is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended [hereinafter, the "ACT"], and shall at all times during the term of this Sublease or any extension thereof, maintain such liability insurance, by commercial policy or self insurance, as is necessary to meet such party's liability under the ACT. Either party shall show proof of such insurance upon request of the other.

Defense of third-party claims, including employment claims, shall be the responsibility of the party whose alleged actions or omissions gave rise to the claim.

9. Notices. Any notices hereunder shall be considered sufficiently given if delivered personally or mailed by first class mail, postage prepaid, and addressed to the parties at the addresses set forth above.

10. Default: The occurrence of any one or more of the following events shall constitute a default and breach of this Sublease by City:

- a) Vacating the Premises: The vacating or abandonment of the Property by City;
- b) Failure to Perform: The failure by City to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by City, where such failure shall continue for a period of thirty (30) days after written notice thereof by MOFFAT COUNTY to City, provided, however, that if the nature of City's default is such that more than thirty (30) days are reasonably required for its cure, then City shall not be deemed to be in default if City commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

11. Remedies. In the event of any such default or breach by City, MOFFAT COUNTY may at any time thereafter, and without limiting MOFFAT COUNTY in the exercise of a right or remedy which MOFFAT COUNTY may have by reason of such default or breach, pursue any remedy now or hereafter available to MOFFAT COUNTY under the laws or judicial decisions of Colorado.

12. Surrender of Premises. Unless an extension or renewal of this Sublease is in place at the conclusion of the term hereof, City shall yield and deliver possession of the exclusive space and common area let to it herein. If CITY holds over at the end of the term hereof or after MOFFAT COUNTY's timely notice of termination, City shall be a tenant at will, subject to eviction.

13. RENEWAL. It is the expectation of the parties to negotiate another lease agreement

no later than one hundred twenty (120) days prior to the end of this agreement.

MOFFAT COUNTY, Colorado, a body politic,  
By its Board of County Commissioners

By: \_\_\_\_\_  
Melody Villard, Chair

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

CITY OF CRAIG, Colorado  
a municipal corporation

By: *Dina Melby*

Date: December 9, 2025

ATTEST:

*L. Canady*

City of Craig Public Safety Center (PSC) City of Craig Leases 25-08-27 CPO Sublease 2026 (10 years) (m. edit); JET Reviewed.docx







- STATE PATROL
- COMMUNICATIONS
- CITY POLICE
- COUNTY SHERIFF
- JAIL INTAKE/BOOKING
- SHARED AREAS

 **DLR Group**

FLOOR PLAN  
MOFFAT COUNTY PUBLIC SAFETY CENTER  
MOFFAT COUNTY  
DRAWN: COLUMBO  
© 2000 DLR GROUP, INC.

	<u>2023</u>	<u>2024</u>	<u>Total</u>
<b>PSC Maintenance</b>			
Maintenance Staff	21,508	21,848	43,356
Operating Supplies	25,846	36,653	62,499
Telephone	0	0	0
Utilities	90,062	69,165	159,227
Insurance	99,625	107,073	206,698
Maintenance Contracts	17,029	0	17,029
Dumpster	0	0	0
Rugs	0	0	0
Snow Plowing	0	0	0
Equipment Repair/Maintenance	10,457	11,986	22,443
<i>Maintenance Total</i>	264,527	246,725	511,252
<b>Capital Projects</b>			
Chairs for waiting room	0	644	644
HVAC Unit	1,186	58,338	59,524
Carpet/Tile Replacement	0	0	0
Remodel of Cell	0	0	0
Upgrade Keypad Entry System	0	0	0
Asphalt	0	0	0
Boiler Replacement	0	0	0
Exhaust System	0	0	0
Purchase of Scissor Lift	0	0	0
Purchase of Lawn Mower	0	0	0
Stairs and Crossover for Roof	0	0	0
Install 24 Phase Protectors	0	0	0
New Ice Machine for Jail Kitchen	0	0	0
New Roof	0	0	0
Washer & Dryer	0	0	0
Handicap Accessible Door	0	0	0
Cameras	0	0	0
Finger Print System	20,027	0	20,027
Fire Suppression System	78,100	4,111	82,211
Garage Lighting	0	0	0
Security Upgrade	1,865	14,407	16,272
<i>Capital Projects Total</i>	101,178	77,500	178,678
<b>Totals</b>	365,705	324,225	689,930

Square Footage per agreement:	<u>2023</u>	<u>2024</u>	<u>Total</u>	<u>Average</u>
5,258 \$	35,954.06	\$ 33,534.45	\$ 69,488.51	34,744.26
Total Square footage of PSC	38,685 \$	13,751.94	\$ 10,533.67	\$ 24,285.61
				12,142.81
Totals	\$ 49,706.01	\$ 44,068.12	\$ 93,774.12	46,887.06
Total Square Footage Rate	9.45	8.38	17.83	8.92

2026 Craig Police D

Craig Police Dept Square footage Rate	<u>2023</u>	<u>2024</u>	<u>Total</u>	<u>Average</u>
Maintenance	6.84	6.38	13.22	6.61
Capital Projects	2.62	2.00	4.62	2.31
Craig Police Dept Rate revised	<u>2023</u>	<u>2024</u>	<u>Total</u>	<u>Average</u>
Maintenance	35,954.06	33,534.45	69,488.51	34,744.26
Capital Projects	13,751.94	10,533.67	24,285.61	12,142.81
Totals	49,706.01	44,068.12	93,774.12	46,887.06



Department Rent will be based on 2024 Total = \$44,068.12/12 = \$3,672.34

## **FIRST AMENDMENT TO THE BILL CREDIT AGREEMENT**

This First Amendment to Bill Credit Agreement (this "Amendment") is made and entered into as of November 12, 2025 (the "Effective Date") by and among Yampa Valley Electric Association, Inc. a Colorado cooperative association ("Seller") and the City of Craig, Colorado; Moffat County, Colorado; the City of Steamboat Springs, Colorado; the Town of Hayden, Colorado; the Town of Yampa, Colorado; and Routt County, Colorado (each, a "Purchaser," and together, the "Regional Partners").

### **RECITALS**

A. Seller and the Regional Partners are parties to that certain Bill Credit Agreement dated May 27, 2022 (the "Agreement") related to the purchase and sale of energy generated by a photovoltaic solar system owned by East Victory Solar LLC.

B. Seller and the Regional Partners desire to amend the Agreement to provide that Purchaser shall issue Regional Partners Bill Credits as set forth in this Amendment.

### **AGREEMENT**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Bill Credit Reimbursement.**

a. Section 2.3 of the Agreement shall be removed and replaced with the following:

**"Bill Credit Reimbursement.**

2.3.1 In connection with the delivery of the Regional Partners' Share, Seller shall pay good funds to each Purchaser, on a quarterly basis, in an amount equal to the product of (a) the Regional Partners' Share (measured in kWh), multiplied by (b) \$0.0234 (the "Regional Partners Bill Credit"). For avoidance of doubt, this credit does not allow for an offsetting account credit. The allocation of each Purchaser is set forth in Exhibit E."

2.3.2 Any bill credits remaining in each Purchaser's accounts as of the Effective Date of this Amendment as denoted in the "Banked Usage After Billing" section of each Purchaser's most recent invoice ("Existing Credits") shall be paid by the Seller within (60) days of the Effective Date of this Amendment. The Existing Credits shall be determined by reviewing each account in Exhibit E of the Agreement, and (i) multiplying the Existing Credits by (ii) \$0.0234."

For avoidance of doubt, any Regional Partner Bill Credit accrued since each Purchaser's most recent invoice preceding the Effective Date of this Amendment shall be reimbursed as provided in Section 2.3.1 of the Agreement as amended by this Amendment.

2. Section 3.1 of the Agreement shall be removed and replaced with the following:

**"Payments.** No later than the thirtieth (30<sup>th</sup>) day of first calendar month in any calendar quarter, Seller shall issue payment to Purchaser of the total amount of Purchaser's Regional Partners Bill Credit for the prior three (3) months. All payments made by Seller under this Agreement shall be by electronic funds transfer pursuant to the instructions set forth in Exhibit E. Any Purchaser may notify Seller in writing in accordance with Section 11.2 within ten (10) days following receipt of any payment that a Purchaser has a reasonable basis to dispute."

3. Section 4.3 of the Agreement shall be removed and replaced with the following:

**"Curtailed Output.** The amount of Output curtailed under Section 4.2 ("Curtailed Output") shall be reasonably determined by Seller after the curtailment has ended based upon the Output that would have been generated at the Delivery Point, but that was not generated and delivered solely as a result of such curtailment. To the extent Seller is required to pay System Owner for any Output curtailed under the System PPA and such curtailment is not caused by the gross negligence, intentional misconduct or fraud of Seller, Seller shall deduct Regional Partner Bill Credits equivalent to the amounts paid by Seller to System Owner under the System PPA from future Regional Partners Bill Credits due hereunder."

4. Notice Information. Exhibit D (Regional Partners Notice Information) of the Agreement shall be amended as follows:

In the fourth row of the chart, the words "gsuiter@steamboatsprings.net" shall be replaced with "tleeson@steamboatsprings.net".

5. Account Allocation and Electronic Funds Transfer Instructions. The text of Exhibit E (Allocation of Purchaser Percentage and Electronic Funds Transfer Instructions) of the Agreement shall be removed and replaced with the following:

As a condition to Seller's obligation to issue payments pursuant to Section 3.1 of the Agreement, each Regional Partner shall complete Seller's ACH setup form. A Regional Partner may update this form at any time.

<b>Exhibit E to the Regional Partners Bill Credit Agreement Electronic Funds Transfer Instructions</b>		
<b>Regional Partner</b>	<b>Billing Address</b>	<b>Percent of total Regional Partners' solar Output to be paid on a quarterly basis</b>
City of Craig	300 W. 4th Street Craig, CO 81625	20.00%
Town of Hayden	P.O. Box 190 Hayden, CO 81639	10.00%
Town of Yampa	PO Box 224 Yampa, CO 80483	10.00%
Routt County	522 Lincoln Ave #30 Steamboat Springs, CO 80487	20.00%
City of Steamboat Springs	PO Box 775088 Steamboat Springs, CO 80477	20.00%
Moffat County	221 W Victory Way Craig, CO 81625	20.00%

6. Effect of Amendment. The Agreement, as specifically modified by this Amendment, remains in full force and effect in accordance with its terms. If there is any conflict between the Agreement and this Amendment, this Amendment shall control.

7. Disputes Governing Law and Jurisdiction. This Amendment shall be governed by Sections 11.1 and 11.2 of the Agreement.

8. Entire Agreement. This Amendment along with the Agreement constitute the entire agreement between the Parties relating to the subject matter thereof and shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter thereof.

9. Counterpart Execution. The Parties may execute this Amendment in counterparts, which shall, in the aggregate, when signed by both Parties constitute one and the same instrument; and, thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it. A facsimile or scanned transmission of a signature page shall be considered an original signature page. At the request of a Party, a Party shall confirm its faxed or scanned signature page by delivering an original signature page to the requesting Party.


10. Amendments or Modifications. This Amendment may only be amended or modified pursuant to Section 11.5 of the Agreement.



IN WITNESS WHEREOF, the duly authorized representatives of each of the Parties have executed this Amendment, effective as of the Effective Date.

**SELLER**

Yampa Valley Electric Association, Inc.

By:   
Scott Blecke, President and  
General Manager

**REGIONAL PARTNERS**

City of Craig, Colorado

By: \_\_\_\_\_  
Name: Chris Nichols  
Title: Mayor

Moffat County, Colorado

By: \_\_\_\_\_  
Name: Melody Villard  
Title: Chairman, Moffat County Board of  
County Commissioners

City of Steamboat Springs, Colorado

By: \_\_\_\_\_  
Name: Tom Leeson  
Title: City Manager

Town of Hayden, Colorado

By: \_\_\_\_\_  
Name: Ryan Banks  
Title: Mayor

Town of Yampa, Colorado

By: \_\_\_\_\_  
Name: Stacey L. Geilert  
Title: Mayor

Routt County, Colorado

By: \_\_\_\_\_  
Name: Sonja Macys  
Title: Chair of the Board of County  
Commissioners

## **AMBULANCE SERVICE AGREEMENT**

This Ambulance Service Agreement ("Agreement") is entered into this 16 day of December, 2025 by and between Moffat County Board of County Commissioners ("County"), and Rangely Hospital, an Ambulance Service Provider ("ASP").

### **RECITALS**

WHEREAS, in order to assure that residents and visitors within Moffat County receive the most efficient, cost effective, and highest quality ground emergency ambulance service, the County is entering into this Agreement for the protection of the health and safety of the residents and visitors and establishment of an efficacious and monitored ground emergency ambulance service provided by a qualified ambulance service provider.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and ASP agree as follows:

### **TERMS AND CONDITIONS**

**1.0 DEFINITIONS.** The following terms as used in this Agreement shall have the following meaning unless the context clearly indicates otherwise:

- (a) "ALS" means Advanced Life Support.
- (b) "EMS Services" means all ground emergency ambulance services and related services in the County to be provided by ASP under this Agreement for emergency medical dispatches through the PSAP.
- (c) "Coordinator" means the Coordinator for EMS of Moffat County.
- (d) "PSAP" means the Public Safety Answering Point operated by and for the County.

**2.0 TERM OF AGREEMENT.** The term of this Agreement shall be for a period of thirty-six (36) months, commencing on December 1, 2025, at 12:00 a.m. (or upon the mutual execution of this contract) and terminating on November, 30, 2028 at 11:59:59, unless earlier terminated under this Agreement, or otherwise modified by mutual written agreement of the parties. The County shall have the unilateral right, upon thirty (30) days written notice to ASP, to extend this Agreement for up to one hundred and twenty (120) days beyond the end of the Term.

**3.0 CONTRACT AMOUNT.** The amount to be expended by Moffat County pursuant to this agreement shall be fifteen thousand dollars and no/100 cents (\$15,000) per year. 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.

### **4.0 ASP'S PERFORMANCE OBLIGATIONS.**

4.1 ASP shall provide EMS Services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year for all emergency medical calls dispatched through the PSAP and requested by County. ASP's response shall be without regard to the patient's ability to pay.

4.2 ASP shall provide EMS Services in a timely manner and shall comply with all response time requirements as set forth in Exhibit "A" which is attached hereto and made a part of this Agreement.

4.3 ASP shall provide EMS Services in the Ambulance Service Area as defined in Appendix A to Exhibit A.

4.4 ASP's provision of EMS Services shall conform to the highest clinical and professional standards. ASP shall comply with all applicable city, county, state, and federal laws, regulations and standards regarding the provision of Services. All persons employed by ASP shall be competent in the performance of their duties, and hold and maintain applicable and valid certificates/licenses/accreditations in their respective roles or profession. ASP shall be held accountable for employee performance, licensing, and actions. ASP shall conduct, comply with, cooperate with, and submit to individual and corporate investigations requested by the County.

4.5 ASP will provide field medical supervision necessary for effective oversight of EMS Services. Such supervisors shall have current credentials and certifications, as well as clinical field experience as necessary to oversee or provide support to field personnel.

4.6 ASP shall staff ambulance crews to provide continuity of personnel. ASP shall staff each ambulance in accordance with CDPHE rule 6 CCR 1015-3.

4.7 ASP shall assure that its EMTs, and Paramedics, who are assigned to the ambulances, are in compliance with all continuing permits, licenses, certifications and educational requirements. Such educational requirements shall include mandatory training required by the County's Medical Director, or the State of Colorado. ASP shall provide to the County the name, title, reporting relationship, and limits of authority for the senior executive who will serve as ASP's primary contact person with the County.

4.8 All 9-1-1 calls, including 10-digit emergency calls, within the County limits are routed through the Craig Regional Communications Center (CRCC) PSAP. If ASP receives a direct line call for emergency response, ASP will immediately process the call through CRCC. The County currently uses an informal Priority Dispatch System to assign a response determinant and dispatch response units according to established guidelines. ASP will provide a dispatcher on an assigned channel for purposes of dispatching the dedicated 9-1-1 ASP ambulances. ASP shall provide continuous monitoring of the dedicated channel and shall institute internal dispatch and monitoring procedures as required to meet the response time requirements as set forth in this Agreement. The County at its sole discretion will assign the response determinant of all requests for service processed through CRCC dispatch center. ASP shall respond as directed by CRCC. There may be prearranged protocols implemented, if both ASP and the PFD agree. At such time as the County requests, ASP will assign a unit number and designator to each ambulance unit which will allow them to interface with CRCC dispatch system. ASP ambulances shall remain on the assigned incident talk group and receive instructions from dispatch, or the incident commander. Ambulances are considered a resource assigned to the incident and are under the command and control of the incident commander. ASP crews shall announce on the CRCC assigned radio channel when they are responding and the time they arrive at their assigned location. If the ASP responding unit has reason to believe there will be an extended response time, that information shall be broadcast as well. When transporting a 9-1-1 patient, ASP crews shall announce verbally on the PFD assigned radio channel when they leave the scene. They shall provide CRCC dispatch with their unit number and destination. All radio communications with the CRCC shall include the ambulance's unit number.

4.9 ASP's communications systems, including radios and other future communications system components, will fully interface with the radio and telephone systems within the County. For crew safety and continuity of patient care, ASP's ambulances shall have the following communications devices which interface with County dispatch: a minimum of two (2) Portable and one (1) mobile 800 mhz radios per ambulance. In the event of any future system enhancements, ASP agrees to maintain at ASP's expense, full interface with such future system as the County, at County's sole discretion, may institute.

4.10 ASP will actively participate with the County's EMS Council to improve service to the community. Participation will consist of assuring an ASP representative is available to attend meetings and provide data as requested for the purpose of continuing quality improvement.

4.11 ASP shall provide sufficient 9-1-1 ambulance response vehicles to meet all EMS Services to be performed

under this Agreement, including a reserve capacity to cover maintenance, break-downs or exceeding peak service demands. For purposes of the following requirements, the term "ambulance" shall apply to both ALS, BLS and Quick Response Vehicles (QRV) ambulances.

- (a) Ambulances must meet all applicable federal, state and local requirements and it shall be the responsibility of ASP to assure appropriate certifications from ambulance manufacturers and to assure that all ambulances are operated within federal (U.S. Department of Transportation), state and local laws, regulations and guidelines, including any Moffat County local guidelines and/or requirements.
- (b) Guidelines shall include all applicable limitations on gross vehicle weight.
- (c) Each ASP ambulance must be an ambulance that meets or exceeds Colorado state and Moffat County requirements for ambulances providing ALS/BLS services or, as applicable, the requirements and/or specifications for QRVs, as provided by applicable laws, regulations, and guidelines, and as mutually agreed upon between the County and ASP.
- (d) Each ambulance of ASP must have a patient compartment for two (2) patients, and two (2) care givers. In the front seat area, all ambulances must be able to accommodate one (1) family member of a patient (in the front passenger seat) and an ASP employee, as driver. Additionally, each ambulance should be equipped for the transport of a small child with a child safety seat or other industry standard device. Except in the case of a legitimate health or safety concern a family member must be allowed to accompany the patient in the ambulance.
- (e) An ambulance unit's service shall not have more than 200,000 total miles in service.
- (f) Reserve or temporary replacement units shall not stay in front line regular 9-1-1 response service for any consecutive period longer than ninety (90) days unless otherwise permitted by the County due to an exceptional circumstance.
- (g) ASP shall monitor, through their established maintenance program, the condition, safety and reliability of all dedicated ambulances.

4.12 While on or enroute to any scene, ASP's employees shall operate under the Moffat County's command and control structure and policies. Whenever there is a question as to medical treatment of a patient, the final decision shall be made by the first EMT-Paramedic to make patient contact or on-line medical control. Paramedics and EMTs shall ride in/attend to the hospital any patient, at any time, when medically necessary, to include but not limited to patient continuity of care and assistance in administering patient care. Clinical practices of ASP will be subject to the direction of the Medical Director. Medical training, beyond the minimum required by the Medical Director, will be at the sole discretion of ASP. The parties shall follow applicable laws, regulations and protocols regarding scene management. Personnel shall enter the scene upon arrival except when an immediate hazard is identified, or the law enforcement or ranking fire officer on-scene advises the scene is not safe for agency personnel. Patient care management shall be defined by the Medical Director, through the county emergency medical protocols or its successor document.

4.13 Upon request by the County, ASP shall furnish courtesy stand by service at emergency incidents involving a potential danger to County personnel or the public at no charge to the County. Once dedicated to an incident, the ASP's ambulance shall not be removed from the incident until released by the incident commander. On prolonged incidents, the standby crew will also provide support for the on-scene rehab division. Resources shall be released as soon as possible to allow the ASP to return to Rangely.

4.14 The County and ASP recognize that differences of opinion may arise during the delivery of Services under this Agreement. The parties shall develop and maintain a written conflict resolution process. Such process shall include methods and means to address medical procedural issues, inappropriate and/or illegal conduct, and any other operational issues. In the event of an impasse the Emergency Medical Director and the EMS Coordinator his sole discretion shall settle all disputes.

4.15 The County and ASP each provide medical direction services applicable to their respective roles in the

service model. The County and ASP shall reasonably cooperate to utilize each respective Medical Director to provide unified medical supervision, to promote consistency in medical supervision and to achieve efficiencies and synergies in the provision of medical supervision.

4.16 The County will not provide any equipment, materials and/or supplies for use by ASP.

**5.0 TRAINING.** As a system enhancement and to improve patient care, ASP will permit Moffat County, Artesia Fire or Town of Dinosaur personnel to participate in classes that ASP may offer to its own employees such as CPR, ACLS, PALS and Paramedic and EMT refresher courses, and Moffat County will permit ASP's employees to attend training of like kind that Moffat County may provide to its employees. With respect to any such training, ASP and County shall be responsible for the costs of any materials and/or certification materials for their own employees.

**6.0 MATERIAL DEFAULT.** Conditions and circumstances that constitute a material default by ASP pursuant to this Agreement include:

- (a) Failure to operate in a manner which enables the County and/or ASP to remain in compliance with federal, state and local laws, regulations and rules.
- (b) Falsification of information supplied subsequent to this Agreement.
- (c) Creating or otherwise falsifying ambulance responses or transports so as to inflate the volume or value of services.
- (d) Repeated failure to provide data to the County that is reasonably required to be generated in the course of operations.
- (e) Repeated failure to address and take corrective action with employees with documented professional or behavioral complaints.
- (f) Repeated failure to maintain ambulances and equipment in accordance with manufacturer recommended maintenance procedures and as required by applicable laws, regulations and rules.
- (g) Failure to cooperate with and assist the County if a default warranting termination of this Agreement is asserted by the County.
- (h) Acceptance by ASP and/or ASP's employees, subcontractors or agents of any bribe, kickback or consideration of any kind that could be reasonably construed as a violation of federal, state or local law.
- (i) Payment by ASP and/or any of ASP's employees, agents or subcontractors of any bribe, kickback or consideration of any kind that could be reasonably construed as a violation of any federal, state or local law.
- (j) Failure to maintain insurance required by this Agreement.
- (k) Failure to meet response time requirements as set forth in the Agreement in an Emergency Priority 1 response time measurement for three (3) consecutive months or for four (4) months in any twelve (12) month consecutive period.
- (l) Repeated failure to submit reports and information.
- (m) Failure to cooperate fully with audits, investigations and inspections in accordance with this Agreement.
- (n) Making a general assignment for the benefit of creditors; filing a voluntary petition in bankruptcy or suffered the filing of an involuntary petition by creditors; having a receiver appointed to take possession of all or substantially all of its assets; obtaining the attachment or other judicial seizure of all, or substantially all, of its assets, or admitting in writing or electronically its inability to pay debts as they come due.
- (o) Failure to cure a minor breach after written notice from the County and reasonable opportunity to cure which shall be no less than thirty (30) days.
- (p) Any failure of performance required in the Agreement, which is determined by the County in its sole discretion to constitute a substantial and imminent threat to the public health and safety. The use of the term "repeated failure" in this section shall be determined by the County on a case-by-



case basis and may include any instance of three or more failures to comply with the above requirements, as determined in the County's sole discretion.

**7.0 REMEDIES IN THE EVENT OF MATERIAL DEFAULT.** The County shall have all rights and remedies available at law or in equity. The County's remedies shall be cumulative and the exercise of any rights and remedies shall be in addition to the exercise of any other rights and remedies available to the County (including liquidated damages).

**8.0 NOTICE OF MATERIAL DEFAULT AND TERMINATION.**

8.1 In the event of a default under Section 9 which has been found by the County to be a substantial and imminent threat to the public health and safety, the County may provide ASP with a reasonable opportunity to cure, or the County may immediately terminate the Agreement to initiate an emergency takeover of the ASP's system in accordance with Section 12 of this Agreement. For all other defaults under Section 9, the County will give ASP thirty (30) days written notice setting forth the nature of the default and an opportunity to cure.

8.2 ASP will be permitted to submit a written plan to cure such default; provided, however, the 30- day cure period will not be extended while ASP prepares a written plan. In the event ASP fails to timely cure, as determined in the County's sole discretion, the County may terminate this Agreement.

8.3 Upon termination, ASP will cooperate fully and immediately with the County to affect a prompt and orderly transfer of all responsibilities. The County shall determine the process by which the emergency takeover of the ASP's system will occur. ASP may dispute a default asserted by the County; however, such dispute will not delay, in any manner, the transfer of operations as required by the County. ASP agrees that all rights and remedies afforded to the County in the event of termination are reasonable and necessary for the protection of the public health and safety.

**9.0 CONTINUOUS SERVICE DELIVERY UPON MATERIAL DEFAULT/TERMINATION.**

9.1 In the event of material default by ASP, ASP will use its best efforts to assure continuous delivery of the Services required under this Agreement regardless of the underlying cause or consequence of such default. ASP agrees that there is a public health and safety obligation that requires that the County to provide uninterrupted service delivery in the event of default, even if ASP disagrees with the determination of default.

**10.0 INSURANCE.**

10.1 ASP shall provide insurance coverage during the term of this Agreement, including comprehensive general and automobile liability coverage with limits no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate; medical professional liability coverage with limits no less than three million dollars (\$3,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate; and workers' compensation insurance in statutorily required amounts. To the extent the policies for liability or medical professional liability coverage are claims made policies, ASP shall provide continuing coverage after the expiration or termination of this Agreement for a period of three (3) years. ASP's insurance shall include waivers of subrogation against the County, and its officers and employees. **All policies, except for workers' compensation and professional liability, shall name as additional insureds the County, the Moffat County Board of County Commissioners, and their employees, agents, representatives, and successors or assigns.** All coverage furnished by ASP shall be primary, and any insurance held by the County shall be excess and non-contributory.

10.2 Within ten (10) days after execution of this Agreement by the last of the Parties to sign, ASP shall provide the County with a Certificate of Insurance and copies of insurance policies complying with the insurance and indemnification provisions in this Agreement. ASP shall provide additional or renewed copies of the Certificates of Insurance and policies upon thirty (30) days written notice from the County. In the event that either of the

insurance policies that ASP is required to maintain under this Agreement is cancelled or terminated, ASP shall immediately notify the County in writing and procure replacement policies forthwith, furnishing the County with copies of the same.

#### **11.0 INDEMNIFICATION.**

11.1 ASP shall indemnify, defend, and hold harmless the County, and their officers, agents, employees, and attorneys from and against any and all loss, damages, injuries, claims, cause or causes of action, or any liability of any kind whatsoever resulting from, or arising out of or in connection with the EMS Services, equipment, materials and supplies provided by ASP pursuant to this Agreement.

11.2 ASP will assume full responsibility for its own defense and the defense and indemnity of the County with respect to any claims for infringement of patents, copyrights or trademarks, or claims of unfair competition, that may arise from ASP's performance of this Agreement. The County may be represented by, and actively participate through, its own attorneys, with all such costs and reasonable attorneys' fees to be paid by ASP.

11.3 This indemnification obligation will survive the expiration or termination of this Agreement.

#### **12.0 STANDARDS FOR EQUIPMENT, MATERIALS AND SUPPLIES.**

12.1 Any specifications for equipment, materials and supplies set forth in this Agreement must be acceptable in accordance with standards established and/or adopted by CDPHE.

#### **13.0 BILLING, CUSTOMER FEE SCHEDULE AND PATIENT INFORMATION.**

13.1 ASP shall be solely entitled to perform and be responsible for performing all billing of patients and third-party payers for EMS Services provided by ASP under this Agreement. ASP shall comply with all applicable laws governing billing and collection, including but not limited to laws and regulations applicable to patients covered by Medicare, Medicaid, Tricare and other public or private reimbursement programs. The County shall not bill for any EMS Services. All charges billed by ASP to patients or third-party payers for EMS Services provided by ASP under this Agreement shall be comparable with charges for similar services provided in Moffat County and surrounding areas. Upon execution of this Agreement, ASP shall provide a list of the uniform charges used for EMS Services provided by ASP under this Agreement and shall promptly notify County of any revision to the charges during the term of this Agreement. If County believes any such charges are not comparable with charges for similar services provided in Moffat County and surrounding areas, County may give notice of same and the recommended changes to such charges.

13.2 In accordance with applicable laws (including but not limited to, HIPPA). ASP may request information about patients (including payor information). Notwithstanding the foregoing, no attempt will be made to solicit such information or to collect services or fees from a patient, the patient's representatives or any other payor until the patient has been accepted at a receiving medical facility for patients who are critical and in instances that would materially impact patient care.

13.3 In accordance with applicable laws (including but not limited to, HIPPA). ASP and the County may perform a customer service survey of patients transported pursuant to this Agreement. All such survey information shall be shared by the parties.

13.4 Nothing herein shall be construed to prohibit ASP from requesting authorization for transport, so long as the request of such authorization does not compromise or detrimentally affect patient care. ASP shall indemnify, defend, and hold harmless the County from any claim arising from or related to ASP's billing and maintenance of patient information under this Section of the Agreement.

#### **14.0 COUNTY AUDITS AND INSPECTIONS.**

14.1 In accordance with applicable laws (including but not limited to, HIPPA). Authorized County representatives will be permitted with reasonable advance notification, to observe ASP's operations, including the ASPs of its offices, communications center and related equipment, maintenance facilities, stations, ambulances and any other facility, location or activity utilized and/or conducted in the performance of this Agreement.

14.2 ASP's records (hard copy, as well as computer readable data), and any other material deemed necessary by the County to determine compliance with, and/or to establish performance of, this Agreement, will be open to inspection and subject to audit and/or reproduction by the County's authorized representatives upon reasonable advanced request. The County shall comply with the same privacy and security standards imposed under state and federal law, applicable to ASP for purposes of maintaining and safeguarding such records.

14.3 All of ASP's records concerning this Agreement must be maintained for a period of five (5) years after expiration or termination of this Agreement. The County's authorized representatives shall be afforded access, at reasonable times and places, to all of ASP's personnel throughout the duration of this Agreement.

14.4 As permitted by applicable law, County representatives and/or medical direction representatives (including but not limited to the County's Medical Director) may ride as observers on any ASP ambulance at any time. The County and its medical direction representatives shall conduct themselves professionally and shall not interfere with the duties of ASP's employees, and shall at all times be respectful of ASP's employees and shall comply with ASP's policies and protocols.

14.5 In accordance with applicable laws (including but not limited to, HIPPA), the County's representatives and/or medical direction representatives shall have the right to audit medical, billing and all other reports and data that ASP is required to have, maintain and/or provide to any authority.

14.6 The County's Medical Director may from time-to-time review ASP's System Status Plan, Patient Care Report form, and Complaint Policy and recommend changes to the same which changes shall be implemented by ASP.

**15.0 MODIFICATION OF THE AMBULANCE SERVICE AREA.** At least annually, and on an ongoing basis, the County, in coordination with ASP, will conduct a geographical analysis to monitor ASP's adherence to the response time standards and to determine whether changes are needed to the response zones. If, during the term of this Agreement, the County determines, in its sole discretion, that a specific community or area requires a modification in the Services from ASP due to changes in areas of growth, then ASP agrees to make adjustments to the response zones. Any such modification will be made on an annual basis, unless the County determines an immediate need for the modification exists.

**16.0 NO MULTI-YEAR FISCAL OBLIGATION ON COUNTY.** This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the Board of County Commissioners of Moffat, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the County which may arise under this Agreement in any fiscal year after the fiscal year in which this Agreement is executed, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the County.

**17.0 CONFIDENTIALITY OF RECORDS.** Subject to federal and state confidentiality and privacy laws, ASP will establish and maintain procedures and controls that are acceptable to the County, including the County's designated HIPAA officer, for the purpose of assuring that no information contained in its records or obtained from



the County or from others used in carrying out its functions under this Agreement will be used by or disclosed by ASP, its agents, officers, or employees, except as required to perform its duties under this Agreement. ASP will ensure that the County's representatives are properly authorized and are in all respects in compliance with HIPAA laws and regulations or otherwise satisfy a permitted use and disclosure as set out in 45 C.F.R. §164.512 of HIPAA.

**18.0 PROHIBITED INTEREST/REFERRALS.** No official, employee or agent of the County shall have any financial interest or benefit, direct or indirect, arising from the negotiation, execution or implementation of this Agreement and any of its provisions, or any amendments thereto. No former official, former employee or former agent of the County who may become employed by the ASP shall have any involvement with the performance of this Agreement, nor shall such person, on behalf of the ASP, have any communication with any County participants or County participating agencies relating to the Agreement without the County's prior written consent. It is the intent of the parties that any remuneration, benefit, or privilege provided for in this Agreement shall not influence or in any way be based on the referral or recommended referral by either party or the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be a fair market value for the services.

**19.0 EQUAL EMPLOYMENT OPPORTUNITY.** ASP shall follow applicable affirmative action guidelines, laws, regulations and rules in order to assure that employees and applicants applying for employment with ASP will not be discriminated against because of race, color, religion, sex, sexual orientation or national origin. ASP shall comply with the Americans with Disabilities Act (ADA) and similar state and local laws and will not discriminate against disabled persons in accordance with applicable laws, regulations and rules.

**20.0 NON-DISCRIMINATION.** ASP will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, religion, age, handicap, veteran status, or genetic information. ASP will, where appropriate or required, take affirmative action to ensure that applicants and employees are treated without regard to their race, color, sex, or national origin.

## **21.0 RELATIONSHIP OF PARTIES.**

21.1 Nothing in this Agreement is intended to, or shall be deemed to constitute, a partnership or joint venture between the Parties, or to create any agency or partner relationship between the Parties. Neither Party shall hold itself out as a partner, joint venture, agent, or representative of the other under this Agreement.

21.2 ASP understands and agrees that ASP and ASP's employees, agents, servants or other personnel are not employees of the County. ASP shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits and any other form of compensation or benefit to ASP or any of ASP's employees, agents, servants or other personnel performing the service or work or supplying equipment or materials specified herein, whether it be of a direct or indirect nature. It is expressly understood and agreed that for such purposes neither ASP nor ASP's employees, agents, servants, subcontractors or other personnel shall be entitled to any payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever from the County.

## **22.0 ASSIGNMENT/AFFILIATED RELATIONSHIPS/SUBCONTRACTOR.**

22.1 ASP shall not assign or transfer any portion of this Agreement without the prior written consent of the County. Any purported assignment or transfer without such consent will terminate this Agreement at the option of the County, as determined in the County's sole discretion, and will not convey any rights to the assignee/transferee. A significant and material change in ownership of ASP will, for the purposes of this Agreement, be considered a form of assignment or transfer that is prohibited under this Agreement.

22.2 Except for ancillary services provided by ASP's affiliates or subcontractors for billing and collection, legal, etc., ASP may not enter into any agreement or arrangement of any kind for the direct or indirect performance of this Agreement by an affiliate or subcontractor of ASP without the prior written consent of the County. The parties'

intention is for ASP, and not an affiliated entity or subcontractor, to directly perform the EMS Services described in this Agreement. Upon request, ASP shall provide the County with a list of affiliates and subcontractors of ASP that provide ancillary services for this Agreement.

**23.0 TAXES.** ASP shall be responsible for complying with all federal, state and local tax laws, regulations and rules applicable to its performance of this Agreement.

**24.0 NON-EXCLUSION.** Each party represents and certifies that neither it nor any practitioner or employee who orders or provides services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is eligible to participate in federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide services, from participation in federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing services hereunder.

**25.0 END TERM PROVISION.** ASP shall have ninety (90) days after termination or expiration of this Agreement in which to provide to the County all requested audited financial statements and all other documentation necessary to facilitate the close out of this Agreement.

**26.0 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW, REGULATIONS AND LAWS.** At all times during the performance of this Agreement, each party shall observe and conform to all applicable federal, state and local laws, rules, regulations, and orders that have been or may hereafter be established. Specifically, and without limitation, the parties shall comply with the Immigration Reform and Control Act of 1986 (IRCA), Medicare and Medicaid Regulations, the federal Anti-Kickback Statute, OSHA Regulations, including Title 29, Section 1910.1200 "Hazard Communication," and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Furthermore, ASP shall comply with and perform this Agreement in accordance with the provisions of all applicable rules, written guidelines, protocols and written policies established by the County. ASP will make available to the County a copy of its Code of Conduct, Anti-Kickback policies and other compliance policies, including any and all changes which may be made from time-to-time. ASP warrants that its personnel shall comply with ASP compliance policies, including training related to the Anti-Kickback Statute.

**27.0 PERMITS, LICENSES AND CERTIFICATES.** ASP shall obtain and hold any and all federal, state and local permits, licenses and certificates required to fully perform this Agreement. ASP shall make all necessary payments for such permits, licenses and certificates. ASP will assure that all necessary renewals of such permits, licenses and certificates are timely made. ASP shall assure that all of its personnel hold valid federal, state and local permits, licenses and certificates required in order for ASP to meet its responsibilities under this Agreement. County personnel engaged in providing reimbursable services will maintain or keep in effect any certifications required for the performance of their duties.

**28.0 NOTICE OF LITIGATION AND CLAIMS/COMPLAINT PROCESS.** ASP shall notify the County within five (5) calendar days of any material litigation or claims which arise out of, or are related in any way to, ASP's performance of this Agreement. To the extent permitted by law, ASP will disclose in writing or electronically to the County all litigation matters involving ASP's related organizations or affiliates, owners of ASP (having a 10% or greater interest in ASP) and key personnel of ASP that may have a material impact on the ASP ability to continue performance of this Agreement. ASP shall maintain at all times and fully comply with its written complaint resolution policy, which shall be made available to the County upon request, related to ASP's performance under this Agreement.

**29.0 FORCE MAJEURE.**

29.1 Except as may be otherwise provided in this Agreement, neither party shall be liable in damages or have

the right to terminate this Agreement for any delay or default in performance if such delay or default is proximately caused by conditions within the County beyond its reasonable control and occurs without the party's fault or negligence including, but not limited to, Acts of God, fire, storm, flood, war, rebellion, insurrection, riot, strike and/or any other cause beyond the reasonable control of the party whose performance is affected (each, a "Force Majeure Event").

29.2 Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due hereunder) to the extent such failures or delays are proximately caused by a Force Majeure Event, provided that, as a condition to the claim of nonliability, the party claiming nonliability due to a Force Majeure Event shall give the other prompt written notice, with full details, following the occurrence of the cause relied upon. Failure to give notice within seven (7) days from the occurrence of the Force Majeure Event shall act as a waiver of the party's right to claim nonliability due to the Force Majeure Event.

29.3 To the extent any dates by which performance obligations under this Agreement are scheduled to be met, such dates will be extended for a period equal to the time lost due to any delay caused by a Force Majeure Event for which timely notice is provided.

### **30.0 AGREEMENT MODIFICATION.**

30.1 Any amendments or modifications of the terms of this Agreement shall be in writing and will be effective only after the approval and signing of the parties to this Agreement.

30.2 The County may, at any time, order changes within the scope of this Agreement without invalidating this Agreement. In such event, equitable adjustment of Agreement provisions may be authorized by the County. Such Agreement changes must be in writing in accordance with this Section. If such changes promulgated by the County create an adverse and material financial impact upon ASP, ASP and the County agree to negotiate in good faith a revision to the fee structure. In the event the parties are unable to reach agreement within thirty (30) days following a request from ASP for modification of the fee structure, the matter shall be submitted for private, non-binding mediation with the parties to bear equally the costs of the mediation. A retired Colorado, District Court Judge, as mutually agreed by the parties, shall serve as the mediator. The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to litigate the matter, and agree that in the event of such litigation, the exclusive venue for such litigation shall be the Moffat County District Court, Craig, Colorado, and if necessary, for exclusive federal questions, the United States District Court for the District of Colorado. The mediation requirement provided herein shall apply only to disputes under this Section of the Agreement and not further or otherwise.

**31.0 NOTICE.** Any notice to the parties required under this Agreement shall be in writing delivered to the person designated below as Contract Coordinator at the indicated address unless otherwise designated in writing. Notices shall be personally delivered, sent by certified mail return receipt requested or sent for next day delivery by a nationally recognized next day courier service to:

FOR THE COUNTY		FOR ASP	
Contact:	Todd Wheeler	Contact:	Rangely Hospital District dba Rangely District Hospital
Address:	800 W. 1 <sup>st</sup> Street Ste: 100	Address:	225 Eagle Crest St.

County/State:	Craig, CO	County/State:	Rangely, CO
Zip:	81625	Zip:	81648
	WITH MANDATORY COPY TO:		WITH MANDATORY COPY TO:
Contact:	County Attorney	Contact:	Kyle Wren
Address:	1198 W. Victory Way, Ste. 202	Address:	225 Eagle Crest Drive
	Craig, CO 81625		Rangely, CO 81648

### **32.0 STATE-IMPOSED MANDATES PROHIBITING ILLEGAL ALIENS FROM PERFORMING WORK.**

32.1 At or prior to the time for execution of this Agreement (which may be referred to in this section as this "Contract"), ASP (which may be referred to in this section as "Contractor") shall submit to the Purchasing Agent of County its certification that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in either the "E-Verify Program" created in Public Law 208, 104<sup>th</sup> Congress, as amended and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to §8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

32.2 Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract;

32.3 The following state-imposed requirements apply to this contract:

- (a) The Contractor shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.
- (b) The Contractor is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
- (c) The Contractor is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.
- (d) Violation of this Section by the Contractor shall constitute a breach of contract and grounds for termination.

**33.0 MISCELLANEOUS.** The captions of the Sections in this Agreement are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

33.1 This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Moffat County, Colorado.

33.2 The provisions of this Agreement pertaining to insurance, indemnification, payments to the County, and liability shall survive the expiration of the term of this Agreement and termination of this Agreement and continue



in effect for a period of five years following the termination of this Agreement and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

33.3 This Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

33.4 The Parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement.

33.5 Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S.

33.6 Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

Executed at Craig, Colorado, the day and year first above written.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS  
MOFFAT COUNTY, COLORADO

RANGELY DISTRICT HOSPITAL

By: \_\_\_\_\_  
Melody Villard, Chair

By:  \_\_\_\_\_ CEO  
Director

Attest:

\_\_\_\_\_  
Clerk to the Board of County Commissioners

[ S E A L ]

APPROVED AS TO FORM:

\_\_\_\_\_  
Max Salazar, Moffat County Attorney

## **EXHIBIT "A" RESPONSE TIME REQUIREMENTS**

### **I. RESPONSE TIMES**

Response times shall comply with Moffat County Resolution 2025-28.

### **II. RESPONSE TIME AND DATA REPORTING REQUIREMENTS**

1. The Craig Regional Communication Center is the central data source for all ambulance Agreement response time data.

2. When technology permits the County may have the ability to access real time ambulance location and response time data of all ambulances involved in 9-1-1 responses under the Agreement.

3. The long-term success of any EMS system is predicated upon the ability to measure, analyze, and report operational, clinical, and administrative data. ASP shall be responsible for data input and reporting in a manner which facilitates review by the County and any other entity authorized by law or contract to review data and reporting. All systems and reports must comply with County, state, and federal data collection and reporting requirements.

#### **4. Incident Reports**

ASP will complete and submit to the County within 48 hours, or any shorter time if required by the EMS Coordinator, incident reports for actions considered non-conforming to policies and procedures and for any other incident if requested by the County. Non-conforming incidents include, but are not limited to, ambulance accidents or vehicle failures while on a call, equipment failures, patient injuries occurring after care is assumed from the County by ambulance personnel, and patient or facility complaints. A copy of all incident reports shall also be maintained on file at ASP's administrative offices. Failure to submit a report will be classified as an administrative failure and subject to liquidated damages, pursuant to Exhibit "D" to the Agreement.

Incident reports must include but not be limited to the following information:

- a. Date of incident,
- b. Incident number if applicable,
- c. Personnel involved, identified by employee number,
- d. Unit number if applicable,
- e. A detailed narrative of the event
- f. A summary of corrective action taken.

To the extent permitted under the Colorado Open Records Act, such reports, and/or the content of the same, shall be excluded from production requests.

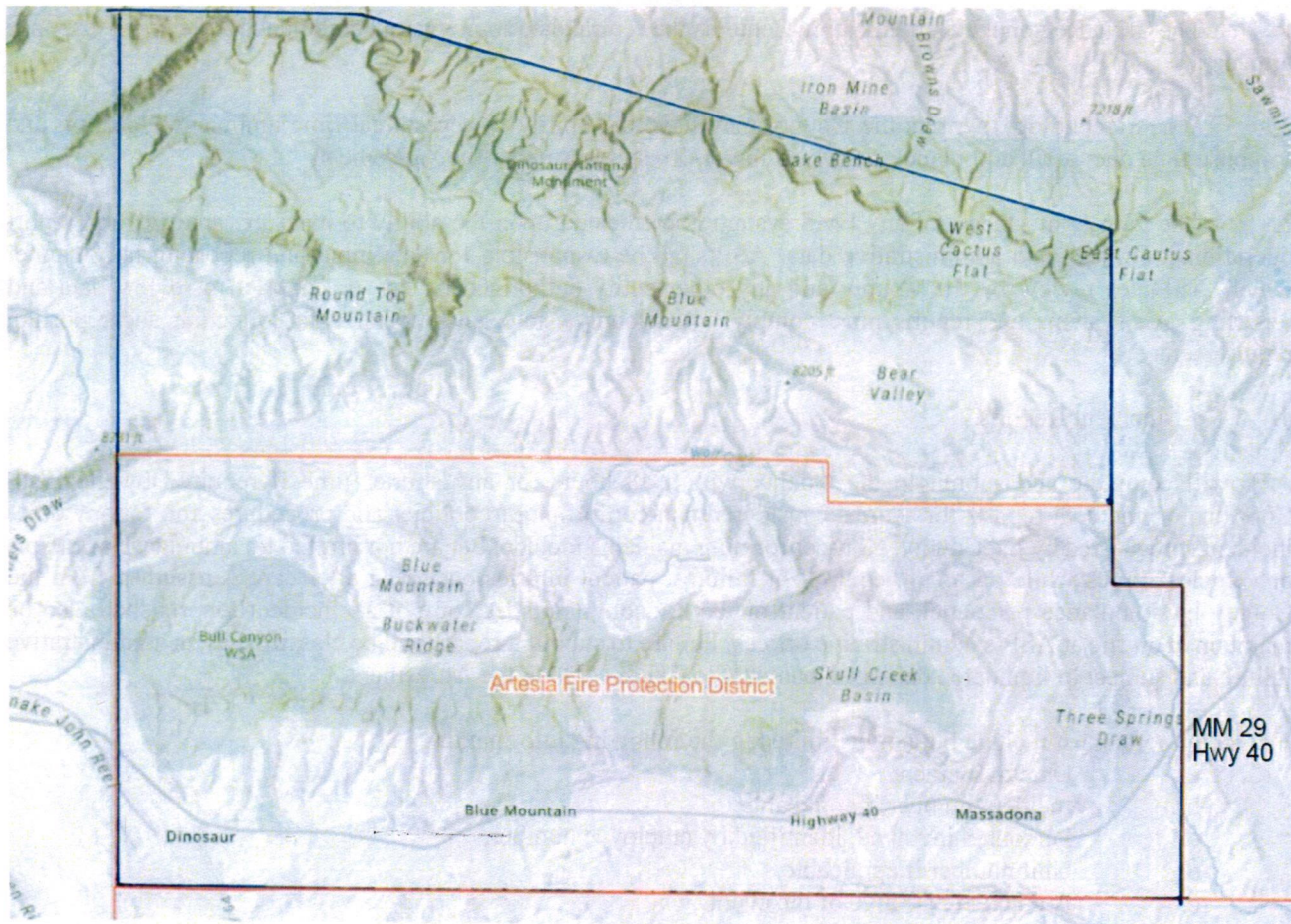
#### **5. Record Requests**

ASP shall complete, maintain, and if requested by the County, provide access to or copies of the following records and reports (including supporting data if requested) within fifteen (15) working days of the request:

- a. Equipment failure records,
- b. Vehicle maintenance records,
- c. Accounting and billing records sufficient to verify accurate billing accordance with the Agreement,
- d. Deployment planning records, and
- e. Continuing education and training reports.

## APPENDIX "A" TO EXHIBIT "A"- AMBULANCE SERVICE AREA

Ambulance Service Area is outlined in blue below and defined as the area west of Mile Marker 29 on US Highway 40 until the Utah Border and the area north of the Rio Blanco Moffat County Border until the Yampa River.



**CONTRACT AMENDMENT NUMBER 1**

THIS CONTRACT AMENDMENT NUMBER 1 ("Amendment") is entered into by and between the Board of County Commissioners of Moffat County ("BOCC") and CH Johnson Consultants, Inc. ("Consultant"), whose address is 6 East Monroe Suite 500, Chicago, IL 60603 whose telephone number is 312-447-2010.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Effective Date of this Amendment.** The effective date of this Amendment is upon approval of the BOCC.
- 2. Identification of Original Agreement.** BOCC and Contractor entered into a written agreement dated June 24, 2025 (the "Agreement"), entitled "Standard Form Agreement Between Owner and Architect", concerning the following subject matter: Architectural Services for a new Multi Use Events Center to be located at the Moffat County Fairgrounds. **That Agreement is incorporated herein by reference. Except as amended herein, this Amendment is subject to the terms of said Agreement and any previous amendments referencing said Agreement.**

**3. Amendments.** BOCC and Contractor now desire to amend the Agreement, and any prior Amendments thereto, as follows:

1. The County hereby extends the Contract for Services to include additional Architectural and Engineering services associated with increased scope elements for the project. These services include design work previously anticipated under the Grandstand scope and Phase 3 of the Master Plan, expansion of the RV Park, added improvements to the Indoor Arena, and site design for the adjacent privately-owned parcel being acquired by the County for incorporation into the overall fairgrounds development. The County has further directed the Consultant to reconfigure the site layout to accommodate approximately sixty (60) additional RV spaces.
2. Exhibit B – **Scope Increase**, dated November 9, 2025, is hereby added in its entirety to the Agreement.

The original Contract amount was **Three Million Eight Hundred Twenty-Five Thousand Eight Hundred Forty-Eight and 00/100 Dollars (\$3,825,848.00)**. This Amendment increases the Contract by **Two Hundred Eight Thousand Eight Hundred Forty-Seven and 00/100 Dollars (\$208,847.00)**, resulting in a new total Contract amount of **Four Million Thirty-Four Thousand Six Hundred Ninety-Five and 00/100 Dollars (\$4,034,695.00)**.

4. **Effect.** All terms in the Agreement remain in full force and effect except as expressly modified by this Amendment.

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

BOARD OF COUNTY COMMISSIONERS  
MOFFAT COUNTY, COLORADO

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Melody Villard

\_\_\_\_\_  
Clerk to the Board



---

**CONTRACTOR:**

CH Johnson Consulting, Inc.

By: Charles Johnson  
Charles Johnson

STATE OF COLORADO       )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2025 by \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Address of Notary Public

**FARMING LEASE AMENDMENT NUMBER 2**

THIS CONTRACT AMENDMENT NUMBER 2 ("Amendment") is entered into by and between the Board of County Commissioners of Moffat County ("BOCC") and Sterling Rollins whose address is PO Box 1027, Craig, CO 81625, whose telephone number is 970-629-8898.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Effective Date of this Amendment.** The effective date of this amendment is upon approval of the BOCC.
- 2. Identification of Original Agreement.** BOCC and Contractor entered into a written agreement dated November 28, 2023 (the "Agreement"), entitled "Lease Agreement", concerning the following subject matter: Farming Lease for Hay crops at Loudy Simpson Park and the Craig Moffat Airport. **That Agreement is incorporated herein by reference and except as amended herein, this amendment is subject to the terms of said Agreement and any previous amendments referencing said Agreement.**
- 3. Amendments.** BOCC and Contractor now desire to amend the Agreement and the prior amendments thereto, if any, as follows:  
By exercising the option to renew the Lease Agreement for 2026. The Lease Agreement shall be extended through December 31, 2025.
- 4. Effect.** All terms in the Agreement remain in full force and effect except as expressly modified by this Amendment.

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

BOARD OF COUNTY COMMISSIONERS  
MOFFAT COUNTY, COLORADO

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Melody Villard

\_\_\_\_\_  
Clerk to the Board

**LESEE:**

By: \_\_\_\_\_  
Sterling Rollins

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF MOFFAT                 )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Sterling Rollins.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Address of Notary



December 30, 2025

Re: Letter of Support – Craig Skatepark Alliance  
LMD Grant Application | Loudy–Simpson Park Skatepark Project

To Whom It May Concern,

The Moffat County Board of County Commissioners (BOCC) is pleased to provide strong support for the Craig Skatepark Alliance's application to LMD for the development of a community skatepark at Loudy–Simpson Park in Craig, Colorado.

Moffat County has approved the use of County-owned land at Loudy–Simpson Park for this project and views the skatepark as a critical investment in youth wellbeing, equitable access to recreation, and community resilience. This will be the first dedicated skatepark in Moffat County and addresses a significant gap in recreational infrastructure for local youth.

Craig is home to a disproportionately high youth population and faces economic and social pressures associated with the region's coal-related transition. Many families experience limited access to no-cost, safe spaces for teens and young people, contributing to increased mental health and wellbeing challenges. The proposed skatepark directly responds to these needs by providing free, daily access to positive physical activity and a welcoming community space for youth who may not participate in organized sports.

The BOCC also recognizes the broader community and regional benefits of this project. A modern, inclusive skatepark will activate an existing public asset, support community pride, and enhance Craig's attractiveness as a place to live, raise families, and visit. The project complements ongoing efforts to strengthen quality of life and diversify the local economy during a period of transition.

The County appreciates the Craig Skatepark Alliance's demonstrated leadership, community support, and collaboration with the City of Craig and local partners, as well as the project's long-term sustainability plan relying on durable, low-maintenance infrastructure.

For these reasons, the Moffat County Board of County Commissioners strongly supports the Craig Skatepark Alliance's request for LMD funding and believes this project represents a high-impact investment in the health, resilience, and future of Moffat County's youth and community.

Sincerely,

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

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Chair, Board of County Commissioners

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Commissioner

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Commissioner



## Commercial Contract Employee Rate Agreement

**Contract Employee Name:** Zoe Timmons  
**End Client:** Moffat County  
**Contract Employee Start Date:** 12/22/25  
**Anticipated Contract Employee End Date:** 12/31/2026  
**Bill Rate Details**  
**Bill Rate Straight Time:** 42  
**Bill Rate Overtime:** 63  
**Bill Rate Double Time:** 84  
**Timesheet Method:** eRecruit  
**Timesheet Approver Name:** Blythe English or Kristin Grajeda  
**Timesheet Approval Email Address:** blythe.english@state.co.us OR kristin.grajeda@state.co.us  
**Invoice Method:** Email  
**Customer Invoice/AP Contact Name:** Dara Bond  
*(Who should receive the invoice?)*  
**Customer Invoice/AP Contact Email Address:** dbond@moffatcounty.net  
*(Where should the invoice be emailed?)*  
**Purchase Order (PO) Details**  
**Is a Purchase Order (PO) Needed?** No  
**PO Number:**  
**PO Start Date:**  
**PO Expiration Date:**  
**PO Funding Amount:**  
**PO Owner Name:**  
**PO Owner Email Address:**

### Additional Notes for Consideration:

*In the event of any conflict between this Contract Employee Rate Agreement and the service agreement, the service agreement will govern and prevail.*

**INSIGHT GLOBAL, LLC**

**CLIENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**SAMPLE PLAN DOCUMENT  
SECTION 125  
FLEXIBLE BENEFIT PLAN**

*The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.*

**SECTION 125 FLEXIBLE BENEFIT PLAN  
ADOPTION AGREEMENT**

*The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:*

**A. EMPLOYER INFORMATION**

<b>Name of Employer:</b>	MOFFAT COUNTY
<b>Address:</b>	221 W VICTORY WAY SUITE 100 CRAIG, CO 81625
<b>Employer Identification Number:</b>	84-6000785
<b>Nature of Business:</b>	MUNICIPALITY
<b>Name of Plan:</b>	MOFFAT COUNTY Flexible Benefit Plan
<b>Plan Number:</b>	501
<b>Plan Description:</b>	125/Flex

**B. EFFECTIVE DATE**

<b>Original effective date of the Plan:</b>	January 1, 2020
<b>If Amendment to existing plan, effective date of amendment:</b>	January 1, 2025

**C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION**

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

<b>Length of Service:</b>	First day of the month following employment.
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<b>Retiree Wording:</b>	N/A
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<b>Minimum Hours:</b>	All employees with 30 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
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<b>Age:</b>	Minimum age of 18 years.
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**D. PLAN YEAR**

The current plan year will begin on January 1, 2026 and end on December 31, 2026.  
Each subsequent plan year will begin on January 1 and end on December 31.

## **E. EMPLOYER CONTRIBUTIONS**

### **Non-Elective Contributions:**

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

### **Elective Contributions (Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company : Accident Only & Group Hospital Indemnity | BAS**

Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

**Mutual of Omaha : LTD**

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company : C-11 and subsequent policies**

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Delta Dental | Vision Service Plan**

Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

**Mutual of Omaha**

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, may not exceed \$50,000.

Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - **\$0.00** per Plan Year

Maximum Contribution - **\$7500.00** per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** (a.k.a. Healthcare Flexible Spending Account) -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - **\$0.00** per Plan Year

Maximum Coverage - **\$3400.00** per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1.

**Grace Period:** The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are** elected.

**Carryover:** The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover Maximum: **\$0.00** per Plan Year.

**HEART Act:** The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) **are** elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **N/A**

Maximum Contribution – **N/A**



Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Colorado. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted \_\_\_\_\_.

**MOFFAT COUNTY -**  
(Name of Employer)

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

#### **APPENDIX A**

**Related Employers that have adopted this Plan**

**Name(s):**  
N/A

**THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII**  
**PD – 1122 SW Document ID # 175721MCP #99648 Effective Date:01/01/2025 10/31/25 8:16 AM**

## SECTION 125 FLEXIBLE BENEFIT PLAN

### SECTION I

#### PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

### SECTION II

#### DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- 2.01                    **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
- 2.02                    **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
- 2.02a                   **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) an amount up to \$660, as indexed for inflation, paralleling the indexing applicable to the limit on salary reduction contributions under Code Section 125(i) of the Code, except that in no event may the Carryover be less than five dollars (\$5).
- 2.03                    **Code** Internal Revenue Code of 1986, as amended.
- 2.04                    **Dependent** Any of the following:
- (a) Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and

(d)(1)(B) thereof, and (ii) includes any child of the Participant to whom Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05

**Effective Date** The effective date of this Plan as shown in Item B of the Adoption Agreement.

2.06

**Elective Contribution** The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.



2.07	<b>Eligible Employee</b>	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
2.08	<b>Employee</b>	Any person employed by the Employer on or after the Effective Date.
2.09	<b>Employer</b>	The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
2.10	<b>Employer Contributions</b>	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
2.11	<b>Entry Date</b>	The date that an Employee is eligible to participate in the Plan.
2.12	<b>ERISA</b>	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
2.13	<b>Fiduciary</b>	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14	<b>Health Savings Account</b>	A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
2.15	<b>HSA Trustee</b>	The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
2.16	<b>Highly Compensated</b>	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
2.17	<b>High Deductible Health Plan</b>	A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
2.18	<b>HIPAA</b>	The Health Insurance Portability and Accountability Act of 1996, as amended.

2.19	<b>Insurer</b>	Any insurance company that has issued a policy pursuant to the terms of this Plan.
2.20	<b>Key Employee</b>	Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
2.21	<b>Non-Elective Contribution</b>	A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
2.22	<b>Participant</b>	An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
2.23	<b>Plan</b>	The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
2.24	<b>Plan Year</b>	The Plan Year as specified in Item D of the Adoption Agreement.
2.25	<b>Policy</b>	An insurance policy issued as a part of this Plan.
2.26	<b>Preventative Care</b>	Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
2.27	<b>Recordkeeper</b>	The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
2.28	<b>Related Employer</b>	Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

### SECTION III

#### ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an

Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

- 3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- b. The date the Participant ceases to work for the Employer as an eligible Employee; or
- c. The date of termination of the Plan; or
- d. The first date a Participant fails to pay required contributions while on a leave of absence.

- 3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

- 3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

## SECTION IV

## CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the



coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
  - (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change

- in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
  - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.
- (j) Cancellation due to related individuals' enrollment in a Qualified Health Plan. For elections effective on or after January 1, 2023, a participant may cancel an election of family coverage under a group health plan (as that term is defined in Code Section 9832(a)), except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) One or more related individuals are eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or one or more already-covered related individuals seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
  - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the related individual or related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day

immediately following the last day of the original coverage that is cancelled. If the employee does not enroll in a Qualified Health Plan through an Exchange as set forth in Notice 2014-55, the employee must elect self-only coverage (or family coverage including one or more already-covered related individuals) under the group health plan.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.
  - (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
  - (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.
- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may

prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

- 4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.
- 4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.
- 4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.
- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.



## **SECTION V**

### **GROUP MEDICAL INSURANCE BENEFIT PLAN**

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

## **SECTION VI**

### **DISABILITY INCOME BENEFIT PLAN**

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.



- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

## **SECTION VII**

### **GROUP AND INDIVIDUAL LIFE INSURANCE PLAN**

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

## **SECTION VIII**

### **MEDICAL EXPENSE REIMBURSEMENT PLAN**

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

### 8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the

date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
  - the date that is one year after the first day of the medically necessary leave of absence; or
  - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, "medically necessary leave of absence" means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to

apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

#### 8.04 ELIGIBLE MEDICAL EXPENSES:

- a. Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.
- b. Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- c. Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- d. Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
  - (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
  - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.



- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
- (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
  - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
  - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
  - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
  - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15<sup>th</sup> day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

8.07 CARRYOVER: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply.



Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

- 8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

## SECTION IX

### DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 TERMS, CONDITIONS, AND LIMITATIONS:
- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
  - b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

#### 9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
  - (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or
  - (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

- b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
- (i) provides care for more than six individuals (other than individuals who reside at the facility);
  - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
  - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
- (i) incurred for the care of a Dependent of the Participant or for related household services;
  - (ii) paid or payable to a Dependent Care Service Provider; and
  - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.
- "Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.
- d. "Dependent Care Service Provider" (for purposes of this Section IX) means:
- (i) a Dependent Care Center, or
  - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

## **SECTION X**

### **HEALTH SAVINGS ACCOUNTS**

- 10.01 **PURPOSE:** If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.
- 10.02 **BENEFITS:** A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.
- 10.03 **TERMS, CONDITIONS AND LIMITATION:**
- a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.

- b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

## **SECTION XI**

### **AMENDMENT AND TERMINATION**

11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

## **SECTION XII**

### **ADMINISTRATION**

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:



- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
- b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
- c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.

12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.

12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

- a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.
- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
2. reference to the specific Plan provision on which the denial is issued;
3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

- c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:



1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;



- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, "PHI" is "Protected Health Information" as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of "Protected Health Information" in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

### **SECTION XIII**

#### **MISCELLANEOUS PROVISIONS**

- 13.01 **INABILITY TO LOCATE PAYEE:** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 **FORMS AND PROOFS:** Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 **NO GUARANTEE OF TAX CONSEQUENCES:** Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 **PLAN NOT CONTRACT OF EMPLOYMENT:** The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 **NON-ASSIGNABILITY:** No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

13.07 CONSTRUCTION:

- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
- b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(c)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

**FIRST AMENDMENT  
BETWEEN  
6 DEGREES HEALTH,  
INC. AND  
Memorial Regional Hospital dba Memorial Regional Health**

This First Amendment ("First Amendment") to the Health Services ("Agreement"), by and between 6 Degrees Health, Inc. and Memorial Regional Hospital dba Memorial Regional Health ("Hospital") and Moffat County ("Plan") ("Parties") is made and entered to be effective January 1, 2026.

The parties have previously entered into an Agreement effective August 5<sup>th</sup>, 2024 for the provision of and payment of certain healthcare services. The Parties now desire to amend the Agreement. In consideration of the mutual promises and benefits described herein and, in the Agreement, it is hereby agreed as follows:

1. The purpose of this First Amendment is to extend the term date of the contract by 12 additional months. The original term date of this agreement is set to expire on December 31, 2025. All parties agree to a new termination date of **December 31, 2026**.
2. Established rates will remain in effect:
  - **Facility Services** will be reimbursed at 65% of billed charges. Unlisted or By Report procedures will be reimbursed at 65% of total billed charges.
  - **Professional Services** will be reimbursed at 65% of billed charges. Unlisted or By Report procedures will be reimbursed at 65% of total billed charges.

Except as specifically set forth in this First Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused the Amendment to be executed.

**6 Degrees Health Dx, LLC**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Memorial Regional Health**

Signature Jennifer Riley

Name Jennifer Riley

Title CEO

Date 12/22/2025

**Moffat County Health Plan**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**PLAN DOCUMENT AMENDMENT #5**

FOR

**MOFFAT COUNTY  
GROUP BENEFIT PLAN**

EFFECTIVE JANUARY 1, 2026

NOTICE IS HEREBY GIVEN that the Moffat County Group Benefit Plan document is amended effective January 1, 2026.

CHANGE 1. The Medical benefits schedule which appears in the section entitled “**SCHEDULE OF BENEFITS - HEALTH BENEFIT PLAN**” of the Plan Document and Summary Plan Description is hereby deleted in its entirety and replaced with the following:

<b>DEDUCTIBLE/OUT-OF-POCKET/PENALTIES</b>		
Benefit determination for hospitals, ambulatory health care centers and other facilities for inpatient and outpatient services, except as otherwise specified in this Plan, will be made under the Plan's Claim Review and Audit Program, and covered expenses will be the amount of Allowable Claim Limits subject to the deductibles, co-payments, co-insurance percentage and maximums limits.		
Non-Facility Providers will be reimbursed based on what is determined to be a Maximum Allowable Amount for covered services and supplies. Refer to the Plan's Claim Review and Audit Program section of this Plan Document.		
<b>SUMMARY OF SERVICES</b>	<b>TIER 1 PROVIDERS MEMORIAL REGIONAL HEALTH</b>	<b>TIER 2 PROVIDERS</b>
<b>Hospital Pre-Admission Review and Other Services Listed Below - Refer To The Section Entitled “Utilization Review Program”</b>		
Non-Compliance Penalty	No Penalty	
Inpatient Admissions		
<i>Acute Care</i>	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
<i>Extended Care Facility</i>	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
<i>Rehabilitation Care Facility</i>	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
<i>Substance Abuse Facility</i>	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
Partial Hospitalization	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
Outpatient Surgical Procedures	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
Bariatric Surgery	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
Durable Medical Equipment > \$2,000	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
Genetic Testing	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
Injectables	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
Qualifying Clinical Trials	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
Chemotherapy (Cancer Diagnosis)	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
Dialysis	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
Hyperbaric Chamber	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
Transplants	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
Occupational Therapy after 25 <sup>th</sup> Visit	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
Speech Therapy after 25 <sup>th</sup> Visit	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
Physical Therapy after 25 <sup>th</sup> Visit	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
Home Health Care	Pre-certification Required, No Penalty	Pre-certification Required, No Penalty
<b>Lifetime Maximum Benefit</b>	Unlimited	
<b>Calendar Year Deductible</b>		
Individual	\$750	\$1,500
Family	\$2,250	\$3,000
<b>Separate Prescription Drug Deductible</b>		
Individual	\$50	
Family	\$150	



**Note: The Family Deductible Maximum includes covered expenses which are used to satisfy Deductibles for all family members combined. No one person must satisfy more than the Individual Deductible amount.**

**Tier 1/Tier 2 expenses will be applied equally toward the satisfaction of the Tier 1 and Tier 2 Deductible amounts.**

**Out-of-Pocket Maximum (including Deductible, Co-insurance, Medical Co-payments and Prescription Co-payments)**

Individual	\$6,850	\$7,500
Family	\$13,700	\$14,500

**Note: The Family Out-of-Pocket Maximum includes Out-of-Pocket expenses for all family members combined. No one person must satisfy more than the Individual Out-of-Pocket amount.**

**Tier 1/Tier 2 expenses will be applied equally toward the satisfaction of the Tier 1 and Tier 2 Out-of-Pocket amounts.**

## SPECIAL COVERAGES

SUMMARY OF SERVICES	TIER 1 PROVIDERS MEMORIAL REGIONAL HEALTH	TIER 2 PROVIDERS
Second Surgical Opinion	100% No Deductible After a \$20 Co-Pay	100% No Deductible After a \$40 Co-Pay
Expanded Women's Preventive Care Services as required under the Patient Protection and Affordable Care Act (PPACA)	100% No Deductible	100% No Deductible
Preventive Care Services as required under the Patient Protection and Affordable Care Act (PPACA) include the following:	100% No Deductible	100% No Deductible
Evidence-based items or services with an A or B rating recommended by the United States Preventive Services Task Force;		
Immunizations for routine use in children, adolescents, or adults recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention;		
Evidence-informed preventive care and screenings provided for in comprehensive guidelines supported by the Health Resources and Services Administration (HRSA) for infants, children and adolescents; and		
Evidence-informed preventive care and screenings provided for in comprehensive guidelines supported by HRSA for women.		
The complete list of recommendations and guidelines can be found at: <a href="https://www.healthcare.gov/preventive-care-benefits/">https://www.healthcare.gov/preventive-care-benefits/</a>		
Acupuncture	100% No Deductible After a \$20 Co-Pay	100% No Deductible After a \$40 Co-Pay
<b>Calendar Year Maximum - 30 Visits combined with Chiropractic Services</b>		
Compression Stockings	90% Deductible Applies	75% Deductible Applies
Diabetic Counseling	100% No Deductible	100% No Deductible
<b>Calendar Year Maximum - 4 Visits</b>		
Dialysis Treatment and Services including End Stage Renal Disease (ESRD)	90% Deductible Applies	75% Deductible Applies
Hearing Aids Including Implantable Hearing Devices	90% Deductible Applies	75% Deductible Applies
<b>Note: \$4,000 maximum every three (3) years.</b>		
Lab Card	100% No Deductible	100% No Deductible
Morbid Obesity Nutritional Counseling - From Age 18	100% No Deductible	100% No Deductible
<b>Calendar Year Maximum - 26 Visits</b>		
Nutritional Counseling	100% No Deductible	100% No Deductible
<b>Calendar Year Maximum - 4 Visits</b>		
Teladoc	100% No Deductible	100% No Deductible

Transplants <ul style="list-style-type: none"> <li>Cigna Lifesource Transplant Contract: 100% No Deductible; otherwise medical benefits apply.</li> <li>Travel &amp; Lodging Maximum: 100% No Deductible up to \$10,000 maximum with Cigna Lifesource only</li> </ul>	90% Deductible Applies  Not Covered	75% Deductible Applies  Not Covered
Weight Loss Treatment	Benefit Payable the Same as any other Illness	
Wigs (Cranial Prostheses), Toupees or Hairpieces	90% Deductible Applies	75% Deductible Applies
	<b>Note: Only covered if related to cancer treatment and alopecia areata.</b>	

PHYSICIAN AND OFFICE SERVICES		
SUMMARY OF SERVICES	TIER 1 PROVIDERS MEMORIAL REGIONAL HEALTH	TIER 2 PROVIDERS
PCP Office Visits - <i>One Co-Pay per Office Visit</i>	100% No Deductible After a \$0 Co-Pay	100% No Deductible After a \$20 Co-Pay
Specialist Office Visit	100% No Deductible After a \$20 Co-Pay	100% No Deductible After a \$40 Co-Pay
Surgery	100% No Deductible After a \$0 or \$20 Co-Pay	100% No Deductible After a \$20 or \$40 Co-Pay
Diagnostic X-Ray & Lab	100% No Deductible	100% No Deductible
Advanced Imaging	90% Deductible Applies	75% Deductible Applies
Independent Lab, Radiologist & Pathologist	90% Deductible Applies	75% Deductible Applies
Allergy Injections, Serum & Sublingual Droops	100% No Deductible	100% No Deductible
Allergy Testing	100% No Deductible	100% No Deductible
Chemotherapy	100% No Deductible After a \$0 or \$20 Co-Pay	100% No Deductible After a \$20 or \$40 Co-Pay
Physical Therapy	90% Deductible Applies	75% Deductible Applies
	<b>Note: Medical Necessity Review After 30 Visits</b>	
Occupational Therapy	90% Deductible Applies	75% Deductible Applies
	<b>Note: Medical Necessity Review After 30 Visits</b>	
Speech Therapy	90% Deductible Applies	75% Deductible Applies
	<b>Note: Medical Necessity Review After 30 Visits</b>	
Chiropractic Services		
Office Visits	100% No Deductible After a \$20 Co-Pay	100% No Deductible After a \$40 Co-Pay
Manipulations	90% Deductible Applies	75% Deductible Applies
X-Rays	100% No Deductible	100% No Deductible
	<b>Calendar Year Maximum - 30 Visits combined with Acupuncture</b>	
Podiatric Services		
Office Visits	Benefit Payable the Same as any other Illness	Benefit Payable the Same as any other Illness
Surgery	Benefit Payable the Same as any other Illness	Benefit Payable the Same as any other Illness
X-Ray & Lab	Benefit Payable the Same as any other Illness	Benefit Payable the Same as any other Illness
Orthotics	Benefit Payable the Same as any other Illness	Benefit Payable the Same as any other Illness

Infertility Services		
Initial Diagnostic Testing	100% No Deductible	100% No Deductible
Infertility Treatment	Benefit Payable the Same as any other Illness	Benefit Payable the Same as any other Illness
	<b>Calendar Year Maximum - \$30,000</b>	
TMJ Services		
Office Visits	Not Covered	
Surgery & Related Services	Not Covered	
Mental Health	100% No Deductible After a \$0 Co-Pay	100% No Deductible After a \$20 Co-Pay
Substance Abuse	100% No Deductible After a \$0 Co-Pay	100% No Deductible After a \$20 Co-Pay
Other Covered Services	90% Deductible Applies	75% Deductible Applies

<b>OUTPATIENT HOSPITAL &amp; AMBULATORY SURGICAL CENTER</b>		
<b>SUMMARY OF SERVICES</b>	<b>TIER 1 PROVIDERS MEMORIAL REGIONAL HEALTH</b>	<b>TIER 2 PROVIDERS</b>
Facility	90% Deductible Applies	75% Deductible Applies
Ambulatory Surgical Center	90% Deductible Applies	75% Deductible Applies
Emergency Room		
Emergency	90% Deductible Applies	75% Deductible Applies
Non-Emergency	90% Deductible Applies	75% Deductible Applies
Urgent Care	100% No Deductible After a \$20 Co-Pay	100% No Deductible After a \$40 Co-Pay
Diagnostic X-Ray & Lab	90% Deductible Applies	75% Deductible Applies
Pre-Admission Testing	90% Deductible Applies	75% Deductible Applies
Surgeon	90% Deductible Applies	75% Deductible Applies
Physical Therapy	90% Deductible Applies	75% Deductible Applies
	<b>Note: Medical Necessity Review After 30 Visits</b>	
Occupational Therapy	90% Deductible Applies	75% Deductible Applies
	<b>Note: Medical Necessity Review After 30 Visits</b>	
Speech Therapy	90% Deductible Applies	75% Deductible Applies
	<b>Note: Medical Necessity Review After 30 Visits</b>	
Chemotherapy & Radiation Therapy	90% Deductible Applies	75% Deductible Applies
Infertility Services		
Initial Diagnostic Testing	100% No Deductible	100% No Deductible
Infertility Treatment	Benefit Payable the Same as any other Illness	Benefit Payable the Same as any other Illness
	<b>Calendar Year Maximum - \$30,000</b>	
Assistant Surgeon, Anesthesiologist, Pathologist, Radiologist & Consulting Physician	90% Deductible Applies	75% Deductible Applies
Mental Health	90% Deductible Applies	75% Deductible Applies
Substance Abuse	90% Deductible Applies	75% Deductible Applies
Other Covered Services	90% Deductible Applies	75% Deductible Applies

INPATIENT HOSPITAL		
SUMMARY OF SERVICES	TIER 1 PROVIDERS MEMORIAL REGIONAL HEALTH	TIER 2 PROVIDERS
Facility	90% Deductible Applies	75% Deductible Applies
Room, Board & Miscellaneous	90% Deductible Applies	75% Deductible Applies
Nursery	90% Deductible Applies	75% Deductible Applies
	<i>Baby &amp; Mother's Charges Will Be Separate</i>	
Diagnostic X-Ray & Lab	90% Deductible Applies	75% Deductible Applies
Surgeon	90% Deductible Applies	75% Deductible Applies
Physician Visits	90% Deductible Applies	75% Deductible Applies
Private Duty Nursing	Not Covered	Not Covered
Assistant Surgeon, Anesthesiologist, Radiologist, Pathologist & Consulting Physician	90% Deductible Applies	75% Deductible Applies
Mental Health	Benefit Payable the Same as any other Illness.	Benefit Payable the Same as any other Illness.
Substance Abuse	Benefit Payable the Same as any other Illness.	Benefit Payable the Same as any other Illness.
Other Covered Services	90% Deductible Applies	75% Deductible Applies

OTHER COVERED SERVICES		
SUMMARY OF SERVICES	TIER 1 PROVIDERS MEMORIAL REGIONAL HEALTH	TIER 2 PROVIDERS
Extended Care Facility / Skilled Nursing Facility	90% Deductible Applies	75% Deductible Applies
	<i>Calendar Year Maximum - 100 Days</i>	
Home Health Care - <i>1 visit is up to 4 hours</i>	90% Deductible Applies	75% Deductible Applies
	<i>Calendar Year Maximum - 100 Visits</i>	
Hospice Care	90% Deductible Applies	75% Deductible Applies
Bereavement Counseling	Not Covered	Not Covered
Respite Care	80% Deductible Applies	
Private Duty Nursing	Not Covered	Not Covered
Ambulance	90% Deductible Applies	75% Deductible Applies
Durable Medical Equipment	90% Deductible Applies	75% Deductible Applies
	<i>- Limited to the lesser of the purchase price or the total anticipated rental charges.</i>	
Prosthetic Appliances	90% Deductible Applies	75% Deductible Applies
	<i>- Includes replacements which are Medically Necessary or required by pathological change or normal growth</i>	



Copies of the Plan document and this Plan document amendment are maintained on file by the Plan Administrator and by the Benefit Services Manager.

This Group Medical Plan document amendment is hereby adopted in its entirety.

By: \_\_\_\_\_  
Plan Administrator

Date: \_\_\_\_\_

**FIRST AMENDMENT TO  
THE ORDER FORM: HEALTH PLAN ADMINISTRATION SERVICES**

**THIS FIRST AMENDMENT TO THE ORDER FORM: HEALTH PLAN ADMINISTRATION SERVICES** (the “**First Amendment**”), effective as of this 1<sup>st</sup> day of January 2026, (“Amendment Effective Date”) is entered into by and between Personify Health Holding Company, LLC, and its subsidiaries including Personify Health Solutions, LLC, Benefit Administrative Systems, LLC, HealthComp, LLC, Benefit Assistance Company, LLC and MedCom Care Management, L.L.C. (“HPA” or “TPA”), with a principal place of business located at 75 Fountain Street, Suite 400, Providence, RI 02903, and Moffat County (“**Sponsor**”) (collectively, the “**Parties**”) and relates to the Order Form: Health Plan Administration Services entered into by and between HPA And Sponsor, dated January 1, 2025, as amended (collectively, the “**Agreement**”).

**WHEREAS**, HPA and Sponsor are desirous of amending the Agreement to, among other things, extend the term of the Agreement and memorialize the renewal rates; and

**WHEREAS**, the capitalized terms used in this First Amendment and not otherwise defined shall have the same meaning as set forth in the Agreement;

**NOW, THEREFORE**, in consideration of the Parties’ continued business relationship, foregoing premises and the mutual promises hereinafter contained, the sufficiency of which are hereby acknowledged by the Parties, effective as of the Amendment Effective Date, the Parties agree as follows:

1. Fee Schedule. The fee table and “Payment Terms and Conditions” located on page 1 of the Order Form: Health Plan Administration Services is deleted in its entirety and replaced with the attached Appendix E – Fee Schedule.
2. Renewal Term. The provision below, located on page 1 of the Order Form: Health Plan Administration Services is hereby deleted in its entirety.

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

3. Solutions. Appendix A: Solutions of the Order Form: Health Plan Administration Services is hereby deleted in its entirety and replaced with the attached Appendix A: Solutions.
4. Terms and Conditions Updates: Appendix B: Terms and Conditions shall be amended as follows:

- i. Paragraph 1.5 “Early Termination Fees” is hereby deleted in its entirety and replaced with the following:

**Early Termination Fees.** Sponsor may terminate this Agreement for convenience upon ninety (90) days’ notice and payment of an early terminate fee (“**ETF**”) equal to the Medical Claims Administration fee multiplied by the remaining months of the current term multiplied by the average number of covered employees on the first day of each month for the last six (6) months of Services prior to the termination date payable thirty (30) days from the Notice Date.

- ii. Paragraph 3.3(g) under “Administrative Services” is hereby deleted in its entirety and replaced with the following:

“g. provide cost saving services for Sponsor, including negotiating with providers, performing medical chart audits, pursuing subrogation liens, reprice claims, participating in required arbitrations and negotiating settlements to obtain discounts, reductions or reimbursements on claims filed with and otherwise paid/payable by the Plan, and recovery of any overpayments (“**Enhanced Cost Containment**”). As compensation for these Services, TPA shall receive the fee set forth in the Fee Schedule of any discount, reduction, or reimbursement realized by the Plan as a result of these Services. If the discount, reduction, or reimbursement, or any portion thereof, is subsequently changed by request of the Plan Sponsor or by any required arbitration process, TPA shall not be required to reimburse all or any portion of TPA’s fee;”

- iii. Paragraph 3.3(j) under “Administrative Services” is hereby amended to add the below sentence to end of that paragraph:

“TPA shall not conduct any pharmaceutical management for Sponsor.”

- iv. Paragraph 3.6 “Reports” is hereby amended to add the below clause to end of that paragraph:

“If utilization review or utilization management is selected in Appendix A, the following reports will be provided electronically (virtual review available upon request) on a semiannual basis, as applicable, as it relates to case management and utilization review services for Sponsor: (a) utilization review approvals & denials, and (b) utilization review turnaround times.”

5. Appendices. All Appendices in the Agreement not specifically modified by this First Amendment are incorporated herein.
6. Entire Agreement. The Agreement, as amended by this First Amendment, constitutes the entire understanding between the Parties relating to the subject matter hereof and is hereby ratified and confirmed by the Parties. Except as expressly amended by this First Amendment, the Agreement shall remain unchanged and shall be in full force and effect.

*Signature page follows*

**IN WITNESS WHEREOF**, the Parties, by their duly authorized representatives, have executed this First Amendment as of the date below.

**MOFFAT COUNTY**

**PERSONIFY HEALTH SOLUTIONS, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix E: Fee Schedule

1. During the Term of the Agreement, TPA will provide the following Services at the fees listed in the table below.
2. The Agreement shall be legally binding as of the Amendment Effective Date and shall have a term of twelve (12) months (“**Renewal Term**”), unless terminated earlier in accordance with Section 1. This Agreement shall automatically renew for subsequent twelve (12) month renewal periods (each a “**Extension Term**” and together with the Renewal Term, the “**Term**”) unless written notice is provided by either party at least ninety (90) days prior to the next twelve (12) month Renewal Term of its intent not to renew. If Sponsor fails to provide at least ninety (90) days’ notice, it will be obligated to pay a termination fees (“Late Termination Service Fee”) for the equivalent of ninety (90) days. The Late Termination Service Fee shall be the Medical Claims Administration fee multiplied by the average of the last six (6) months of fees multiplied by four (4) months and shall be due within thirty (30) days of invoice.

Claims Administration		
Service	Fee/Billing Unit	
<b>Medical Claims Administration</b> <ul style="list-style-type: none"> <li>• Claim Processing – bill review to include billing errors, fraud, waste and abuse and negotiated savings opportunities.</li> <li>• Monthly Data Analytics &amp; Reporting</li> <li>• Customer Support – myCare both desktop and app and toll-free customer support number</li> <li>• Member Communications</li> <li>• Consolidated Billing for self-funded plans</li> <li>• EDI Feeds</li> <li>• Personal Assistants &amp; Member Advocates</li> <li>• Account Management</li> <li>• HIPAA Administration</li> </ul>	\$33.98	PEPM
<b>Regulatory Compliance</b> <ul style="list-style-type: none"> <li>• MRF Hosting &amp; Creation for Out-of-Network Files via our vendor Sapphire</li> <li>• Cost Estimation Tool via our vendors (Sapphire or HealthCare Bluebook based on Sponsor location)</li> <li>• Employer Regulatory Notifications <ul style="list-style-type: none"> <li>○ WHCRA Notice Assistance</li> <li>○ Data Supplied for Form 5500 - Schedule A</li> <li>○ PCORI Reporting Assistance</li> <li>○ 1099 Reporting</li> </ul> </li> </ul>	\$1.40	PEPM
Enhanced Cost Containment Services	30%	Of savings
Subrogation	30%	Of savings
Dialysis Claims Management Program	12%	Of savings
Appeals – includes external appeal review, independent review for medical necessity and federal external reviews, as necessary, and will be billed at cost	--	Billed at cost
COBRA Administration	\$1.50	PEPM
Bank Account Fee	\$450.00	Monthly
<b>Plan Renewal Fee</b> <ul style="list-style-type: none"> <li>• ID Card Changes (separate fee for mailing)</li> <li>• Plan review and changes</li> <li>• Continuation of Care (if network changes)</li> <li>• Data Transfer Processes (if new data feeds and refreshed data testing)</li> <li>• Training regarding new information or changes to Plan will be reviewed with involved teams at TPA</li> <li>• Eligibility Management (maintain ongoing inbound and outbound eligibility)</li> <li>• Summary Plan Description/Summary of Benefits and Coverages Changes</li> <li>• Member/Admin Portal (make changes necessary to the portal for new plan year for member and administrator access.</li> <li>• Stop Loss and Pharmacy coordination and integration</li> </ul>	\$2,625.00	Flat fee

{M0705163.1}

CONFIDENTIAL AND PROPRIETARY

Reference Based Pricing Outreach	\$1.50	PEPM
<b>Network &amp; Pharmacy Benefit Manager (PBM) Fees</b>		
Service	Fee/Billing Unit	
Reference Based Pricing (RBP) - 6 Degrees Includes pre-certification, large case management and front end repricing	\$35.50	PEPM
<b>Care Management Services</b>		
Service	Fee/Billing Unit	
Case Management/Supplemental Case Management (Per Participant, billed in 6-minute increments)	\$160	Per hour
Disease Management	\$4.90	PEPM
Utilization Review	\$3.16	PEPM
Telemedicine: (Teladoc) Includes: <ul style="list-style-type: none"> <li>• General Medicine</li> <li>• Behavioral Health</li> </ul>	\$3.25	PEPM
Nurseline – AHH	\$0.49	PEPM
<b>Other Administrative Services</b>		
Service	Fee/Billing Unit	
Custom Programming	--	To be quoted upon request
Identification Card Reprinting Fee will be assessed if card Reprinting is required for more than 20% of enrolled census post implementation; Additional charge for postage if mailed to each participant's home residence	\$0.50	Per card
Hourly Rate for Services Not Previously Listed	\$85.00	Per hour
Hourly Rate for Medical/Professional consulting	\$145.00	Per hour
Hourly Rate for TPA MD fees for Medical Necessity Reviews	\$265.00	Per hour
Hourly Rate for Independent Review Organization (IRO) at pass-through rate from IRO	At Cost	Pass through from IRO
Run-Out Services – <ul style="list-style-type: none"> <li>• The Run-Out Services Fees shall be due thirty (30) days prior to the Run-Out Services start date.</li> <li>• Separate Run-Out Service fees may be charged from PPO vendors.</li> </ul>	The Run-Out Service Fee shall be the current Medical Claims Administration fee multiplied by four (4) months multiplied by the average number of covered employees on the first day of each month for the last (6) months of services prior to the termination date.	Flat Fee

### 3. Payment Terms and Conditions:

#### 1. Billing Definitions:

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

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

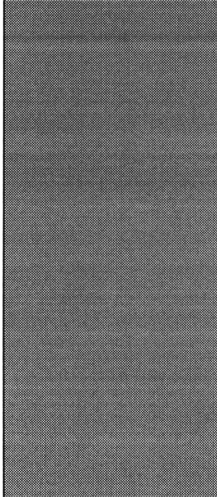
3. Any changes or requests by Sponsor including, but not limited to, TPA's setup or vendor connections, TPA's standard processing methods, including but not limited to manual processing, work arounds, special requests, changes to service providers, reporting or other services undertaken by TPA at the request of Sponsor in order to process claims and administer the Plan will be billed at the Hourly Rate for Services Not Previously Listed above.

## Appendix A: Solutions

The descriptions below may be updated from time to time to reflect product and service changes.

<div>Care Management</div>	<p><b>Case Management</b> <b>TPA Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Provide resources to Sponsor's eligible Participants who are experiencing a complex or catastrophic illness or injury or otherwise are receiving high-cost care. Case Management (CM) specializes in care management for complex or catastrophic medical and behavioral health conditions, end-stage renal disease/dialysis management, oncology management, transplant management, and pediatric and neonatal management;</li> <li>• Identify Sponsor's eligible Participants through request by eligible Participants, TPA referral, precertification process, employer/human resource referral, Third-Party Administrator (TPA) referral (if not administered by TPA), claims data, and trigger diagnosis/procedure code/pharmacy reports;</li> <li>• Contact eligible Participants up to six (6) times by letter, phone and/or email over an eight (8) week period to inform them of the program, its benefits, and encourage enrollment/participation;</li> <li>• Assess the eligible Participants needs and any barriers to care, formulation of a comprehensive case management plan, facilitating that plan, and acting as an advocate for the Participant's needs within the TPA's treatment plan;</li> <li>• Provide ongoing communications, reassessments, and case management interventions with eligible Participants/caregiver throughout the course of the illness/injury until eligible Participant's condition stabilizes, treatment is completed, care barriers removed, or CM goals are met and discharge from case management if Participant is no longer eligible under the Plan;</li> <li>• Perform Oncology and other treatment plan reviews as well as internal medical policies using National Comprehensive Cancer Network, Federal Drug Administration, Milliman Care Guidelines, United Network for Organ Sharing, and other appropriate evidenced-based criteria;</li> <li>• Access and coordinate specialty contracting with national transplant contracting networks, such as Optum, Cigna LifeSource, InterLink, Six Degrees Health, and other center of excellence specialty networks; and</li> <li>• Refer eligible Participants, where appropriate and if services are available, to the employee assistance program, chronic care or other targeted programs as mutually agreed upon by TPA and Sponsor.</li> </ul>
	<p><b>Disease Management</b> <b>TPA Responsibilities:</b></p> <ul style="list-style-type: none"> <li>▪ Provide resources to Sponsor's eligible Participants with chronic diseases and conditions. Participants are identified through program initial requirements, health assessments, claims data, and Participant request. Participants will be selected based on their overall risk, compliance with condition specific standards of care, and preventive care compliance.</li> <li>▪ The hierarchy of outreach will be as follows: <ul style="list-style-type: none"> <li>• Participants with, but not limited to the following conditions: <ul style="list-style-type: none"> <li>– Asthma;</li> <li>– Congestive heart failure;</li> <li>– Diabetes (Type I and II);</li> <li>– Coronary Artery Disease;</li> <li>– Chronic Obstructive Pulmonary Disease;</li> <li>– Hypertension;</li> <li>– Lower Back Pain; and</li> <li>– Metabolic Syndrome.</li> </ul> </li> <li>• Participants with moderate or high-risk factors for one or more of the above conditions.</li> <li>• Participants with the above conditions and who are not compliant with condition specific evidence-based measures or Participants with gaps in preventive care compliance.</li> </ul> </li> <li>▪ Identify Participants 30-90 days following the Effective Date and receipt of Eligibility File from Sponsor. Medical/prescription data shall be sent by Sponsor's Third-Party Administrator (TPA) (if not administered by TPA) or carrier directly to the claims analytics software vendor.</li> <li>▪ Contact the Participants that fall into the categories noted above up to three (3) times by letter, phone and/or email over a four (4) week period. Participants that respond and participate in chronic care management will be coached on their specific condition(s) by a registered or licensed nurse or registered dietician, preventive care recommendations, and point of service knowledge. Participants start and program completion dates will be documented. Program completion will be based on nurse evaluation of</li> </ul>

	<p>Participant's condition related knowledge, ability to understand physician recommendations, and the closure of open care gaps.</p> <ul style="list-style-type: none"> <li>Refer Participants where appropriate and if services are available as it relates to the employee assistance program, weight management, large case management, or other targeted programs as mutually agreed upon by Sponsor.</li> <li>Maintain a record of Participants that successfully complete the program. Demographics such as pre and post program risk score/level, care gaps closure, and any significant clinical changes, including but not limited to, weight loss, medication reduction, smoking/alcohol cessation, will be noted and provided to Sponsor annually.</li> <li>Work with Sponsor to coordinate diabetic monitoring services with a partner vendor and for applicable Participants enrolled in chronic care management. Sponsor will sign a separate contract with the diabetic monitoring service partner.</li> </ul> <p><b>Disclaimer</b> For all services above, in no circumstances shall any nurse or clinician shall make any medical or diagnostic decisions, or otherwise act upon the patient data in any professional, medical or clinical capacity or determine the type or quality of professional medical or diagnostic services that may or may not be required for the individual Participants. Any medical or diagnostic decisions regarding what care is or is not to be provided to an individual Participant remains with each medical provider selected or designated by such individual Participant. The nurse shall advise Participants that their conversations are not diagnostic or a substitute for medical care and that should their provider recommend a non-standard course of treatment, the non-standard treatment will be acceptable for program compliance.</p>
<b>COBRA Administration</b>	<p><b>TPA Responsibilities</b></p> <ul style="list-style-type: none"> <li>Receive eligibility;</li> <li>Send COBRA General Notices to Participants upon receipt of enrollment information from Sponsor;</li> <li>Send notice of COBRA election rights to persons who are entitled thereto under the procedures approved by Sponsor or send notice of unavailability of COBRA coverage upon receipt of notice from the Plan Sponsor's personnel department that a person's coverage is to be terminated;</li> <li>Accept the elections of COBRA continuation and complete the enrollment process for continuation of coverage;</li> <li>Accept notices of second Qualifying Events (as defined by COBRA) and notices of disability determination from the Social Security Administration;</li> <li>Bill and collect premiums set by Sponsor, who shall have sole responsibility for establishing monthly contribution amounts, and TPA will remit such amounts in accordance with Sponsor's instructions, including, but not limited to, carriers;</li> <li>Send notices of insufficient premium payments, as applicable;</li> <li>Process claims submitted by COBRA participants;</li> <li>Provide customer service support for Participants; and</li> <li>Terminate COBRA rights according to procedures approved by Sponsor, including providing COBRA notices of termination.</li> </ul> <p>Except for nonpayment of premiums or for the expiration of the 18-month, 29-month, or 36-month COBRA continuation coverage period, unless otherwise notified in writing, TPA may assume that a Qualified Beneficiary's eligibility for COBRA continuation coverage has not terminated.</p> <p><b>Sponsor Responsibilities</b> Sponsor is solely responsible for and has final authority to decide all questions, including matters of clerical error and questions concerning a Qualified Beneficiary's (as defined by COBRA) eligibility for COBRA continuation coverage. Further Sponsor will make the final determination regarding issues referred by the TPA, including all claims requiring the exercise of discretion.</p>
<b>Utilization Management/Review</b>	<p>Utilization review of medical necessity for members pursuant to the plan document that allows for a discussion of progression of disease and alternative medical options in cooperation with clients' quality improvement activities. This program provides referrals to case management or chronic disease management for additional clinical support for members. Includes medical necessity, clinical &amp; intake, precertification, post-service/claims, concurrent/prospective/retrospective review, coordination of appeals, discharge planning, and PPO channeling. Services may include the following:</p> <ul style="list-style-type: none"> <li>Precertification/Pre-authorization/Medical Necessity Determinations for the following:</li> <li>Inpatient Hospitalizations <ul style="list-style-type: none"> <li>Concurrent Review</li> <li>Retrospective Review</li> <li>Second Medical Opinion (if recommended)</li> </ul> </li> </ul>

- 
- Inpatient and Outpatient Surgical Procedures (hospital setting or free standing surgical facility)
  - Surgical and non surgical weight loss treatment
  - Chemotherapy and Radiation Therapy
  - Prescriptions for Remicade and Factor VIII for Hemophilia
  - Diagnostics: Including, but not limited to, heart catheterizations, CT scans, PET scans, MRIs, MRAs, IVPs (radiographic examination of the kidneys, ureters, and bladder)
  - Home healthcare services
  - Nursing and rehabilitation facility services
  - Physical, occupations and speech therapies
  - Purchase of Durable Medical Equipment costing \$1,000 or more
  - Rental of Durable Medical Equipment with purchase value of \$3,000 or more
  - Hospice care
  - Orthotics and prosthetics over \$500.00
  - Hyperbaric Oxygen Treatments
  - All Travel both in-state and outside
  - Epidural Spinal Injections





December 22, 2025

Moffat County  
1198 W. Victory Way  
Craig, CO 81625

Re: Procurement for Environmental and Engineering Services for Moffat County Regional Landfill through a sole source contract.

To the Board of County Commissioners:

As the Development Services Director for Moffat County, Colorado, one of my job duties is to procure County capital assets for Moffat County. Development Services seeks to procure Environmental and Engineering Services for Moffat County Regional Landfill through a sole source contract.

Pursuant to the current Moffat County Purchasing Policy, a sole source contract may be entered into when a competitive bid process is not feasible, such as when there is an emergency for an item/service, in addition, section 24-103-205 of the Colorado Revised Statutes, states that a contract may be awarded for an item/service without competition when a procurement official determines in writing there is only one source for the required item.

After reviewing the situation with Dan Miller from Road & Bridge, and understanding the historical costs we have endured from changing vendors. I find Northwest Colorado Consultants, Inc. (NWCC) the best source for this item/service. It is hard to change engineering firms when it is an on going project like the Landfill where it needs to be seamless. They have been a reliable and honest consultant that understands the needs of our specific landfill, has continued to be very transparent regarding upcoming costs that need to be budgeted, and are well qualified for the task. Thus, it is appropriate for Moffat County to award a sole source contract to NWCC for this item/service.

Thank you

A handwritten signature in black ink that reads "Neil Binder".

Neil Binder, Director, Development Services

## AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 30th day of December, 2025 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and Northwest Colorado Consultants, Inc. dba NWCC, Inc. ("Consultant"), whose address is 2580 Copper Ridge Drive, Steamboat Springs, CO 80487 whose telephone number is 970-879-7888.

WHEREAS, the Consultant 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 Consultant as an independent Consultant and Consultant wishes to provide services to the BOCC; and

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

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

### **Article 1 - Scope of Work.**

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

Exhibit "A" Engineering and Environmental Services for Moffat County Landfill Proposal  
Submitted by Northwest Colorado Consultants, Inc Dated December 8, 2025.

### **Article 2 - Time of Performance.**

- 2.1 Services of the Consultant shall commence on 1/1/2026, and shall be substantially completed on or before 12/31/2026, no matter the date of execution of this Agreement. This Agreement may be extended for up to 4 additional one year terms. The extension option may be exercised providing satisfactory service is given and all terms and conditions of the Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing, by and between the County and the Consultant.

### **Article 3 Compensation/Appropriation.**

- 3.1 The amount to be expended pursuant to this Agreement shall be up to Fifty One Thousand Five hundred Twenty Three dollars and 00/100 cents (\$51,523.00), subject to additions and deductions pursuant to authorized change orders. The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.
- 3.2 **Non-Appropriation:** Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the parties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.

CONTRACT\FORM DOCS\Purchase of Services Agreement Form

#### **Article 4 – Payment procedures**

CONSULTANT shall submit Applications for Payment. Applications for Payment will be processed by the ROAD AND BRIDGE DEPARTMENT.

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

#### **Article 5 - Records, Reports, and Information.**

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

#### **Article 6 - Audits and Inspections.**

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

#### **Article 7 - Independent Consultant.**

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

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

#### **Article 8 - No Assignment.**

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

#### **Article 9 - Compliance with Laws.**

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

CONTRACT\FORM DOCS\Purchase of Services Agreement Form

#### **Article 10 - Indemnification.**

The Consultant 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 Consultant 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 - Insurance.**

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

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

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

Comprehensive Automobile Liability, 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;

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

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

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

#### **Article 12 - Document Ownership - Works Made for Hire.**

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

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

#### **Article 13 - Termination for Cause.**

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

#### **Article 14 - Termination for Convenience.**

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

#### **Article 15 - Conflict of Interest.**

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

#### **Article 16 - Modifications.**

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

#### **Article 17 - Governing Law.**

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

#### **Article 18 - Severability.**

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



#### **Article 19 - Notices.**

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

**BOCC's Representative:**

Melody Villard  
MCBOCC Chair

1198 West Victory Way, Suite 105  
Craig, CO 81625  
(970) 824-5516

**Consultant:**

Gary R Webber  
Northwest Colorado Consultants, Inc.dba  
NWCC, Inc  
2580 Copper Ridge Drive  
Steamboat Springs, CO 80487  
970-879-7888

#### **Article 20 - Headings.**

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

#### **Article 21 - Authority.**

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

#### **Article 22 - Counterparts and Facsimile Signatures.**

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

#### **Article 23 - Force Majeure.**

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

#### **Article 24 - Integration of Understanding.**

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

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

BOARD OF COUNTY COMMISSIONERS  
MOFFAT COUNTY, COLORADO

By: \_\_\_\_\_  
Melody Villard, Chair

Date: \_\_\_\_\_

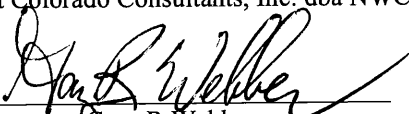
ATTEST:

\_\_\_\_\_  
Clerk to the Board

CONSULTANT:

Northwest Colorado Consultants, Inc. dba NWCC, Inc.

By: \_\_\_\_\_

  
Gary R. Webber


STATE OF COLORADO )

COUNTY OF  ROUTT  ) ss.

The foregoing instrument was acknowledged before me this  23  day of  December , 2025 by Gary R. Webber .

MY COMMISSION EXPIRES:  9/27/26



  
Notary Public

2580 Copper Ridge Dr

Address of Notary Public

Steamboat Springs, CO   
 80487

# Exhibit A



December 8, 2025

Moffat County Office of  
Development Services Director  
Attn: Neil Binder  
1198 Victory Way, Ste. 107  
Craig, CO 81625

Subject: 2026 Environmental and Engineering Services  
Budget, Moffat County Regional Landfill (MCRL)

Dear Mr. Binder:

As we recently discussed, NWCC, Inc. (NWCC) is submitting this proposal for purposes of the 5-year engineering and environmental consulting services cycle beginning 2026 through 2030. Based on your request, the following is specific to projected costs and budget planning for 2026 services. Projected costs will be developed annually for Moffat County approval.

The 2026 proposed budget is based on our knowledge of the facility and ongoing regulatory requirements; however, may vary based on changing regulations. The only identified regulatory change anticipated during 2026 is associated with landfill methane generation and greenhouse gas reporting requirements that appear to be in a state of flux. The Environmental Protection Agency (EPA) is reportedly rolling back this reporting requirement; however, the Colorado Department of Public Health and Environment (CDPHE) is determining how to proceed. Cost associated with this task is not expected to be significant and believed to be covered in the 2026 projections.

Through end of October 2025, \$54,367 was expended out of a total budget of \$56,960. A comparison of the 2025 budget and expenditures through end of October is provided in Table 1. Tasks 1A and 2A expenditures appear to be below projections; however, the final costs are pending November invoicing. Certain task costs exceeded 2025 cost estimate projections; notably, 1) report (Task 2D) clarifications and communications pertaining to CDPHE inaccurate report responses and 2) shredder air permitting (Task 3E) because of additional newly implemented Air Pollution Control Division forms, emissions calculations, and numerous communications in attempts to expedite permit issuance in order to conduct shredder startup operations. The overall budget was adjusted and costs suppressed by delaying certain tasks (Task 2 B-2) until 2026.

Three activities are included in addition to the budget for typical annual engineering and environmental consulting tasks. One item, Construction and Demolition Debris Monofill Siting

and Permitting (Task 6R), is needed only once and two regulatory compliance tasks, Statistical Analysis Plan Update (Detection and Assessment Monitoring) (Tasks 2 B-1 and 2 B-2), are required approximately every few years and are discussed below. The adjusted cost projections and recommended budget for 2026 are summarized in Table 1.

**1) Construction and Demolition Debris Monofill Siting and Permitting**

Three Construction and Demolition Debris Monofills (CDMs) have been constructed between the landfill access road and south side of the “Closed Landfill”, in accordance with the facility *Modification to Design and Operations, C&D Waste Management, Moffat County Regional Landfill Construct Engineering Design and Operations Plan (NWCC, May 14, 2004)*. A fourth CDM is anticipated to be required during 2027, based on regional disposal needs and room remaining in existing monofills.

Pre-construction activities (Task 6R) include siting, minor design modifications, and CDPHE approval (permitting). These tasks are proposed for 2026 in order to prepare for the 2027 construction season. The exact location of the facility will be based on operations efficiencies and hydrogeologic conditions. NWCC will ascertain depth to groundwater at the selected location to meet required waste and top of groundwater separation requirements. Minor design modifications (e.g., side-slopes) will be completed and submitted to CDPHE for approval. Because the design change(s) are minor in nature, a high level of effort is not anticipated. NWCC recommends a budget of approximately \$5,000 for this task.

**2) Statistical Analysis Plan Update – Assessment Monitoring (Old Landfill)**

This task was included in the 2025 budget; however, based on budgetary concerns related to unplanned permitting costs (e.g., shredder air emissions permit), this activity was delayed until 2026. The same 2025 budget of approximately \$9,800 for this task (Task 2 B-2) is recommended for 2026.

**3) Statistical Analysis Plan Update – Detection Monitoring**

Statistical Analysis Plan Update – Detection Monitoring (Task 2 B-1) was conducted during 2025, based on CDPHE approved plans. Approximately 98% of the work was completed during 2025; however, CDPHE requests that a second statistics evaluation be conducted, based on using different software parameters. NWCC proposes to circumvent work that we believe to be onerous and unnecessary. However, additional statistical evaluation and reporting will be required. A budget of approximately \$6,000 for this additional task is recommended for 2026.

The 2025 budget of \$56,960 appears to have been adequate; however, unforeseen tasks costs were suppressed by delaying some activities until 2026. Because of delayed tasks shifted to 2026, supplementary data evaluation requested by CDPHE, and CDM siting and permitting in addition to annual regulatory compliance tasks, the recommended project budget for 2026 is approximately \$51,523. This is a reduction of approximately \$5,437 compared to the 2025 budget.

The work will be conducted on a time and materials basis in accordance with the contract and NWCC will suppress costs as much as possible. The Fee Schedule is attached as Table 2 and Equipment Rates as Table 3. We look forward to continue helping Moffat County successfully meet county disposal needs and CDPHE regulatory compliance.

Sincerely,  
**NWCC, Inc.**



Gary R. Webber, PG  
Senior Environmental Consultant/Vice President

Attachments

c: Dan Miller, Moffat County Road Department  
Neil Binder, Moffat County Development Services



**Table 1**  
**2026 Budget Worksheet**  
**Moffat County Regional Landfill**

Task Number	Sub-Task	Description	Total Budget '25	Total Expended '25 <sup>(1)</sup>	Adjusted Budget '26
<b>1</b>		<b>Environmental Monitoring</b>			
	A	Methane Monitoring & Reporting	\$1,500	\$1,371	\$1,520
		<i>Sub-Total</i>	<i>\$1,500</i>	<i>\$1,371</i>	<i>\$1,520</i>
<b>2</b>		<b>Groundwater Monitoring</b>			
	A	Detection/Assessment Monitoring	\$6,500	\$2,913	\$6,500
	B-1	Statistical Analysis Plan Update - Detection Monitoring	\$7,410	\$5,088	\$6,000
	B-2	Statistical Analysis Plan Update - Assessment Monitoring	\$9,800	\$0	\$9,800
	B-3	Statistical Analysis - Baseline Establishment Old Landfill	\$0	\$0	\$0
	C	Assessment/Baseline Monitoring Report	\$0	\$3,053	\$3,053
	D	Detection Monitoring Report	\$5,000	\$8,038	\$6,500
	E	MW-7 and MW-8 Assessment Report	\$0	\$0	\$0
		<i>Sub-Total</i>	<i>\$28,710</i>	<i>\$19,091</i>	<i>\$31,853</i>
<b>3</b>		<b>Various Regulatory Permits Reporting and Maintenance</b>			
	A	Air Emissions Permits	\$1,000	\$1,385	\$1,400
	B	Stormwater Permit	\$0	\$0	\$0
	C	Waste Tire Facility Permit Technical Support	\$0	\$0	\$0
	D	Former City of Craig Landfill Operations and Closure Plan	\$0	\$0	\$0
	E	Shredder Air Permit	\$1,500	\$4,890	\$0
		<i>Sub-Total</i>	<i>\$2,500</i>	<i>\$6,275</i>	<i>\$1,400</i>
<b>4</b>		<b>Financial Assurance</b>			
	A	Annual Adjustment Report	\$250	\$0	\$250
	B	Five Year Adjustment Report	\$0	\$0	\$0
		<i>Sub-Total</i>	<i>\$250</i>	<i>\$0</i>	<i>\$250</i>
<b>5</b>					
	A	<b>Waste Characterization/Evaluation</b>	\$1,500	\$1,640	\$1,500
		<i>Sub-Total</i>	<i>\$1,500</i>	<i>\$1,640</i>	<i>\$1,500</i>
<b>6</b>		<b>Additional Requested Technical Support/Tasks</b>			
	A	Requested Meetings, General	\$10,000	\$11,090	\$10,000
	B	Revise Industrial, Special, and Universal Waste Plan	\$0	\$0	\$0
	C	Cells 7-9 Constr. Level Plans Devel./CDPHE Submittal	\$0	\$0	\$0
	C-2	Cells 7-9 Construction Assist/CQA	\$0	\$0	\$0
	D	ACBM CDPHE Permit Acquisition	\$0	\$0	\$0
	E	Base map Development from Flown Data	\$0	\$0	\$0
	F	Develop/Revise/QC Check Database	\$0	\$0	\$0
	G	Gravel Pits/Crusher Air Permits	\$0	\$0	\$0
	J	Stormwater Controls	\$0	\$0	\$0
	K	Air Permit Mod.-Planned Waste Increase	\$0	\$0	\$0
	L	Air Permit Mod.-Annual Air Emissions Report	\$0	\$0	\$0
	M	Stormwater Permitting - Borrow Source	\$0	\$0	\$0
	O	Craig Landfill Post-Closure Use	\$0	\$0	\$0
	P	Alternative Daily Cover Demonstration	\$0	\$0	\$0
	Q	Phase 7 West Side 8 Development	\$12,500	\$14,899	\$0
	R	C&D Monofill Siting and Permitting	\$0	\$0	\$5,000
		<i>Sub-Total</i>	<i>\$22,500</i>	<i>\$25,989</i>	<i>\$15,000</i>
<b>Totals</b>			<b>\$56,960</b>	<b>\$54,367</b>	<b>\$51,523.00</b>

Notes:

Above budget includes 10% markup.

<sup>(1)</sup> Total expended through October 2025

**Table 2**

**2026 Moffat County Regional Landfill Environmental Consulting & Engineering Services Rates**

The following describes the basis for compensation for services performed during 2026. This Fee Schedule will be effective through December 31, 2026. Each subsequent year, this Fee Schedule may be adjusted annually to reflect merit increases, economic salary increases, inflation increases, cost of living increases, and changes in the expected level and mode of operations for the new year. The new Fee Schedule will apply to existing and new assignments.

**PERSONNEL CHARGES**

The charge for all time required in performing the scope of services, including office, field, and travel time, will be in the range of hourly rates by experience level set forth below for the labor classifications indicated.

<b>Labor Classification</b>	<b>Rate/Hour</b>
Administrative Assistant	\$75.00
Staff Level - Environmental Scientist, Geologist, Engineer	\$90.00
Project Level - Environmental, Civil, Geotechnical Engineer/Environmental Consultant/Scientist	\$120.00
Senior Level Project Professional Environmental, Civil, or Geotechnical Engineer/Environmental Consultant/Certified Geologist/Project Manager I	\$140.00
Principal Level - Professional Environmental, Civil, or Geotechnical Engineer/Senior Project Manager II	\$180.00

Charges for temporary personnel under Company supervision and using Company facilities will be invoiced according to the hourly rate corresponding to their classification, if not billed as subcontractors.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time hourly rate. Overtime by non-exempt personnel will be charged at time and a half, in accordance with State Labor Laws.

Project accounting reporting and financial services, including submission of invoice support documentation, will be charged at the appropriate rate of the staff performing the work.

**OTHER PROJECT CHARGES**

Administration Fee

Direct, indirect, and subcontractor costs will be charged at cost plus 10%.

Travel and Other Direct Costs

The cost of travel (airfares, lodging, meals, rental vehicles, parking fees, baggage handling cost, etc.) or other direct cost (field supplies, report reproduction, shipping, project-dedicated equipment, etc.) will be charged at cost plus 10%. A per diem may be used for lodging and meals. The mileage charge for automotive use will be the current mileage rate established by the U.S. Internal Revenue Service.

*This fee schedule contains confidential business information. Do not disclose, copy, or distribute without written permission.*

**Table 3**  
**Equipment Rental Rates (2026)**  
**Moffat County Regional Landfill**

<b>GROUNDWATER SAMPLING EQUIPMENT</b>	<b>UNIT</b>	<b>TIME PERIOD</b>	<b>RATE</b>
<b>Pumps</b>			
ES-60 Submersible Purge Pump	Each	Daily	\$45.00
Submersible Pump	Each	Daily	\$75.00
Waterra™ Inertial Pump Handle	Each	Daily	\$25.00
Waterra™ 5/8 O.D. Tubing	Per Foot	N/A	\$0.38
Waterra™ Foot Valve	Each	N/A	\$21.45
Waterra™ Surge Block	Each	N/A	\$9.35
<b>ELECTRONIC METERS/SENSORS</b>			
Solinst 300' Electronic Water Indicator	Each	Daily	\$25.00
Heron Oil/Water Interface Probe	Each	Daily	\$50.00
Oakton Con 10 - Ph/Temp/Cond Meter	Each	Daily	\$30.00
Extech II - Ph/Temp/Cond/Sal/Tds Meter	Each	Daily	\$25.00
MultiRAE Plus Multigas Detector	Each	Daily	\$90.00
<b>DISPOSABLE SAMPLING EQUIPMENT</b>			
Waterra™ VOC Sampling Tube	Per Foot	N/A	\$0.24
Waterra™ 0.45 Um Groundwater Filter	Each	N/A	\$15.35
Disposable Bailer	Each	N/A	\$12.50
<b>HEALTH AND SAFETY EQUIPMENT</b>			
Half Face Respirator	Each	Daily	\$25.00
Disposable Tyvek Suits	Each	N/A	\$10.00
Disposable Nitrile Gloves	Box	N/A	\$25.00
<b>OTHER</b>			
Generator	Each	Daily	\$100.00
Metal Detector	Each	Daily	\$25.00
Global Positioning System	Each	Daily	\$10.00
Video Camera	Each	Daily	\$20.00
Digital Camera	Each	Daily	\$10.00
Lab/Office Trailer	Each	Monthly	as per bid
ATV/Snowmobile	Each	Day	\$125.00

## LEASE AGREEMENT

- LANDLORD:** Moffat County, a Body Politic  
Moffat County Courthouse  
1198 W. Victory Way, Ste. 105, Craig, CO 81625
- TENANT:** Northwest Colorado Trails Corporation  
PO Box 1691, Craig, CO 81625  
970-326-3027; Email: nwcoloradotrails@gmail.com
- PREMISES:** A parcel of land in lots 5, 6, 7, and 12 of Section 14, lots 4, 5, 6, 7, 8, 9, 10, and 11 of Section 15, and the southeast quarter of the northeast quarter of Section 16, in Township 06 North, Range 91 west, situated in the County of Moffat and State of Colorado, containing approximately 182 acres. See attached **Exhibit A** for a rough map of the leased premises (“Premises”).
- TERM:** The initial term of this Lease Agreement (“Initial Term”) shall commence on January 13, 2026, and shall extend through December 31, 2026. Thereafter, the Lease Agreement may be renewed for five (5) additional one (1) year terms, from January 1 through December 31 of each year, subject to compliance with the terms of this Agreement.
- RENT:** The rent for the Initial Term shall be \$1,000.00. Thereafter, rent shall be a minimum of \$1,000.00 per year for each subsequent year when this Lease is renewed; however, the amount of the annual rent shall be subject to negotiation in a meeting to be held between October 1 and December 1 of each year following the Initial Term, as specified in Paragraphs 2 and 4 hereinafter.

### RECITALS

- A. Landlord, the Board of County Commissioners of the County of Moffat, State of Colorado, holds title to the above-described Premises and has the legal authority to enter into this lease, pursuant to C.R.S. §30-11-101.
- B. Tenant desires to obtain a lease of the above-described Premises for the purpose of developing and operating a motor sports/recreational area and holding events such as races.
- C. Tenant desires to provide high quality motor sports or other off-highway vehicle trails and events and related recreational services on the Premises and to provide motor sports and recreational facilities and services to the public.
- D. Landlord desires to promote safe, enjoyable, and high-quality recreational experiences for residents and visitors in Moffat County.
- E. Landlord has determined that it is in the best interest of Moffat County to lease the above-described Premises to Tenant upon the terms and conditions enumerated below.

WITNESSETH THAT, for and in consideration of the rent reserved herein, and the other promises and agreements made by the Parties hereto, Landlord does hereby lease and demise unto Tenant and Tenant does hereby accept and hire from Landlord the Premises above described, on the terms and conditions set forth herein, and the Parties do hereby agree as follows:

1. **PURPOSE:** The leased Premises shall be occupied by Tenant for operation of a Motor Sports/Recreation Area, to be open to the public. Tenant will provide high quality motor sports or other off-highway vehicle trails and events and related recreational services on the Premises in accordance with the terms of this Lease Agreement. Tenant agrees to use said Premises only for the purposes stated herein. Tenant further agrees to use said Premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the County of Moffat, the City of Craig, including but not limited to zoning and building, and for no improper or questionable purpose whatsoever. Tenant shall be responsible for the use, operation, maintenance, management and care of the Premises during the term of this Lease.
2. **RENT:** Rent for the Initial Term, a period from January 13, 2026, through December 31, 2026, shall be \$1000.00, as stated in Tenant's proposal. Annual rent for any subsequent years when this Agreement is renewed shall be no less than the amount of rent for the Initial Term. Following 2026, Landlord and Tenant shall meet on a date agreeable to both Parties sometime between October 1 and December 1 of each year to negotiate a possible increase in rent for any subsequent year when this Agreement is renewed.
3. **TERM:** The Initial Term of this Lease Agreement shall commence on January 13, 2026, and shall extend through December 31, 2026. Thereafter, the Lease Agreement may be renewed for five (5) additional one (1) year terms, from January 1 through December 31 of each year, subject to future negotiation as to the lease payment each year. This Agreement shall be subject to termination by the County in the event of misfeasance or nonfeasance by the Tenant. The County may also terminate this Agreement for repeated non-compliance with the requirements as set forth in these specifications. Either party may terminate the Agreement for any reason with a 90-day written notice.
4. **ANNUAL MEETING:** After the Initial Term of this Agreement, Tenant shall meet annually on a date agreeable to both Parties sometime between October 1 and December 1 of each year with a representative of the Moffat County Board of County Commissioners and the Natural Resources Director at either a scheduled meeting or workshop with the Board of County Commissioners to discuss Tenant's usage of the premises, any problems or issues that may have arisen with respect to either the use of the premises by Tenant or the upkeep of the premises, and the amount of the lease payment. Any changes to this Agreement shall be subject to the approval of the Moffat County Board of County Commissioners.



5. **TERMINATION:** This Agreement shall be subject to termination by the County in the event of misfeasance or nonfeasance by the Tenant. The County may also terminate this Agreement for repeated non-compliance with the terms and conditions set forth herein. Either Party may terminate the Agreement for any reason with a 90-day written notice to the other Party.
6. **WEED CONTROL OF THE PREMISES:** It is agreed that Landlord shall not be responsible for weed management. Tenant shall be responsible for controlling vegetation in the parking areas on the Premises.
7. **SCHEDULING RACING EVENTS:** Tenant shall advise the Board of County Commissioners one (1) month in advance whenever a racing event is scheduled.
8. **LANDLORD'S OBLIGATIONS:** Landlord, in consideration of the leasing of said Premises, covenants and agrees to grant Tenant peaceable and quiet enjoyment of the Premises during all times that Tenant is not in default of this Lease. Landlord undertakes no other obligation to Tenant, express or implied, other than those obligations set forth herein, which may be amended from time to time by mutual written agreement of the Parties. Notwithstanding the above, Landlord, shall have the right to enter upon the Premises at any time to inspect or monitor the Premises, as long as it does not directly interfere with Tenant's use of the Premises under this Lease Agreement.

There are usable structures on the Premises at present and Landlord agrees Tenant may use those structures, but Tenant must be willing to accept them as they are (in "as is" condition) and Landlord shall not be required to maintain the structures.

9. **TENANT'S OBLIGATIONS:** Tenant, in consideration of the leasing of said Premises, covenants and agrees as follows:
  - (a.) To equip, operate and maintain the Moffat County Motor Sports/Recreation Area, including recreation and events as described in Tenant's Proposal to Moffat County.
  - (b.) To practice good resource management, including controlling weeds and preventing erosion, in the conduct of all activities on the Lease Premises.
  - (c.) To provide a minimum of one (1) Paramedic and/or (1) EMT and one (1) properly equipped ambulance for large events such as races.
  - (d.) To remove all litter and refuse from Premises and empty all waste receptacles on the Premises to the satisfaction of Moffat County.
  - (e.) To produce a monthly schedule of events by the first of every month of operation and post a schedule of the fee structure for events.

- (f.) To pay as rent the amount presented in Tenant's proposal, which shall be payable in monthly installments. Following 2026, Landlord and Tenant shall meet on a date agreeable to both Parties sometime between October 1 and December 1 of each year to negotiate the appropriate lease payment for subsequent renewals of this Lease Agreement. Lease payments after the Initial Term shall be subject to negotiation each subsequent year during the term of this Lease.
- (g.) To provide Landlord with an Operation Plan that clearly demonstrates the Tenant's plan to provide accessible services and facilities that comply with ADA guidelines. The plans will be subject to review and approval by Moffat County.
- (h.) To pay for all taxes applicable to the operation of the Motor Sports/Recreation Area.
- (i.) To provide liability and other insurance as required herein, including additional liability insurance for race events.
- (j.) To obtain all necessary licenses, permits, and approvals as set forth in the contract and abide by all applicable health, safety, and environmental codes and regulations, including public health orders and/or fire restrictions.
- (k.) To use said Premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the County of Moffat, the City of Craig, including but not limited to zoning and building, and for no improper or questionable purpose whatsoever.
- (l.) To use said Premises only for the purposes stated herein.
- (m.) Tenant shall equip, operate and maintain the Premises and maintain the track according to motor sports industry standards and also in a manner to protect the public health, including compliance with Colorado Public Health Laws and Executive Orders.
- (n.) To neither hold nor attempt to hold the Landlord liable for any injury or damage, either proximate or remote, occurring through or caused by reason of the negligence or default of the Tenant.
- (o.) To keep title to the Premises free and clear of all liens, encumbrances and security interests, and to pay in full all persons who perform labor on the Premises, and not to permit or suffer any mechanics' liens or materialmen's liens of any kind for any work done or materials furnished thereon at the request or demand of Tenant, or for the benefit or account of Tenant.
- (p.) To keep the Premises clean and, in the event the Lease is terminated whether by breach or by agreement, or by the end of its term, to yield and deliver possession of the Premises to Landlord in substantially as good a condition as when received.

- (q.) Environmental Compliance and Indemnity. Tenant covenants and agrees to conduct its business and operations on and from the Premises in accordance with all federal, state and local environmental laws, regulations, executive orders, ordinances and directives including, but not limited to, the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substances Control Act, and state law counterparts, and any amendments thereto, including, without limitation, the Colorado Hazardous Waste Management Act, C.R.S. § 25-15-101 *et seq.*, and not to cause, suffer or permit any damage or impairment to the health, safety or comfort of any person or to the environment at or on the Premises. In the event of any violation of, or failure to comply with, any of the provisions of the Acts named herein and their state law counterparts, Tenant agrees, at its sole cost and expense, promptly to remedy and correct such violation or failure, including all required or appropriate clean up, clean up- related activities and all other appropriate remedial action. Tenant covenants and agrees to protect, indemnify and save Landlord harmless from and against any and all liability, obligations, claims, including administrative claims and claims for injunctive relief, loss, cost, damage, expense or liability, incurred by or asserted against Landlord resulting from any failure to comply with the provisions of this Paragraph 9. Landlord shall have the right to defend itself in any action, suit or proceeding commenced against Landlord as a result of Tenant's violation of or failure to comply with the provision of this Paragraph 9, with attorneys and, as necessary, technical consultants chosen by Landlord, and Tenant agrees to pay to Landlord all reasonable attorney fees, consultant fees, and other costs in connection therewith incurred by Landlord. The provisions of this Paragraph 9 shall survive the expiration or termination of this Lease.
- (r.) Personnel. All personnel employed by the Tenant in the performance of its operations shall be considered employees of the Tenant and not of the County. All personnel employed by the Tenant shall be paid in accordance with the minimum Federal Wage and Hour Laws. The Tenant shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel. The County shall have the right to request replacement of any of the Tenant's employees whose conduct, character, or performance is detrimental to the best interest of the County, and the Tenant agrees to make such change within seven (7) days.
10. **PERMANENT STRUCTURES:** Tenant shall not construct any permanent structure on Premises without prior written approval of Landlord. Construction of a permanent structure without the prior written approval shall be considered a default of this Lease. Any permanent structures built with the approval of Landlord shall be built in compliance with any State laws and regulations and the Moffat County Zoning and Building Codes.
11. **INSURANCE:** Tenant shall hold Landlord harmless from any claim or claims made by any person for injuries which may be suffered by such persons as a result of Tenant's use, operation, maintenance, management or care of the Premises or which result from the acts or omissions of the Tenant or any group, organization or person who occupies or utilizes the premises with

the permission of the Tenant. Tenant shall secure this obligation by acquiring and maintaining insurance not less than the limits set forth below.

- (a.) Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Colorado.
- (b.) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- (c.) Motor Vehicle Liability Insurance, including Colorado No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
  - I. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": Moffat County, all Moffat County elected and appointed officials, employees and volunteers, boards, commissions and/or authorities and board members, including volunteers of Moffat County.
  - II. Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Moffat County Attorney, 221 W. Victory Way, Suite 120, Craig, Colorado 81625."
  - III. Proof of Insurance - The Tenant shall provide to Moffat County at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

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 Tenant 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. Tenant **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 Tenant'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.

Tenant shall obtain additional general liability insurance coverage for all risks in the amount of One Million Dollars (\$1,000,000.00) per occurrence on all scheduled race days. Proof of additional insurance for scheduled race days shall be given to Landlord by Tenant one week in advance of any scheduled race days.

12. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign or sublet this Lease or any interest therein without the written consent of the Landlord having first been obtained. Unless such written consent has been obtained, any assignment, subletting or transfer of this Lease or of any interest therein shall, at the option of the Landlord, terminate this Lease and any purported assignment, transfer or subletting without such consent shall be null and void.
13. **HOLD HARMLESS:** Tenant shall hold the Landlord harmless from any claim or claims made by any person for injuries which may be suffered by such persons by reason of the acts or omissions of the Tenant related the Tenant's use, operation, maintenance, management or care of the Premises. Tenant further agrees, to neither hold nor attempt to hold the Landlord liable for any injury or damage, either proximate or remote, resulting from Tenant's use of the Premises. Tenant shall indemnify and save Landlord harmless from any breach of the covenants contained herein.
14. **SURRENDER OF PREMISES:** At the conclusion of the Term hereof or in the event the Lease is terminated, Tenant shall yield and deliver possession of the Premises to Landlord and Tenant shall remove any items of property which were not already on the Premises when the Lease began, including trash, vehicles, equipment, or the like from the Premises. If Tenant does not remove such items, Landlord shall dispose of such items as Landlord deems appropriate and Tenant shall be responsible for the costs of such disposal. If Tenant holds over at the end of the Term hereof or after Landlord's timely notice of termination, Tenant shall be a Tenant at will, subject to eviction. Items currently on the Premises include two structures, a metal tank, and portable toilets.
15. **OLD CRAIG LANDFILL:** Tenant recognizes that the Premises are adjacent to an old landfill that is subject to Colorado State regulations (herein "Old Craig Landfill"). The approximate location of the Old Craig Landfill area is set forth in Attachment A. Tenant agrees that the Old Craig Landfill area is strictly off limits and that there will be no activity allowed in the area. Tenant will be responsible for posting (keep out) signs and policing any violation of attendees at motorsports events. Operation, maintenance, management or care of the landfill area is subject to such State requirements, Landlord, including any agent for Landlord and any State agent, shall have the right to enter onto the premise and conduct any activity at any time to comply with any State requirement regarding the Old Craig



Landfill. This shall include, but not be limited to, the installation and monitoring of any required monitoring wells. Tenant shall not remove or move any dirt cover over this Old Craig Landfill area. Tenant shall not permit any activity of any kind within fifty (50) feet of any monitoring well. No spectator parking of any kind shall be permitted upon the Old Landfill. Tenant shall be responsible for enforcing these additional requirements regarding the landfill area, however, Landlord or its agent may enter the premise to monitor compliance with these landfill requirements at any time.

16. **DEFAULT:** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- (a.) **Vacating the Premises:** The vacating or abandonment of the Premises by Tenant for a period of nine (9) months.
- (b.) **Failure to Pay Rent:** The failure by Tenant to make any payment of rent as and when due, where such failure shall continue for a period of seven (7) days after written notice thereof by Landlord to Tenant. If the failure to pay rent is not cured within seven (7) days of such notice, this Lease shall terminate and Landlord shall not thereafter be required to accept subsequently tendered cures.
- (c.) **Failure to Provide Current Proof of Insurance:** The failure by Tenant to provide Landlord with current proof of insurance that demonstrates contractual liability coverage supporting the indemnity provisions of this Agreement shall be grounds for immediate termination of this Lease Agreement. Such proof of insurance shall be required each year Tenant seeks to renew this Agreement. If said proof of insurance lapses or is not provided to Landlord as stated herein, this Lease Agreement shall terminate and Landlord shall not be required to accept subsequently tendered cures.
- (d.) **Failure to Perform:** The failure by Tenant to observe or perform any of the covenants, conditions or provisions of the Lease Agreement to be observed or performed by the Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant.

In the event of a default other than a default for failure to provide proof of insurance which shall result in immediate termination of the Lease, Landlord shall send written notice to Tenant of its intention to terminate the Lease. Tenant shall have thirty (30) days to remedy any default, except for payment of rent as described above or the aforesaid failure to provide proof of insurance.

17. **REMEDIES:** In the event of any such default or breach by Tenant, Landlord may at any time thereafter, with or without demand and without limiting Landlord in the exercise of a right to remedy which Landlord may have by reason of such default or breach, pursue any remedy now or hereafter available to Landlord under the laws or judicial decision of Colorado.

18. **NOTICE AND REPRESENTATIVES:** All notices required under this Agreement shall be transmitted in writing and shall be deemed duly given when hand-delivered or sent by certified mail, return receipt requested, postage prepaid and addressed to the designated representative(s) as follows:

Moffat County: Moffat County Board of County Commissioners  
(Landlord) 1198 W. Victory Way, Ste. 105, Craig, CO 81625  
Email: [nbinder@moffatcounty.net](mailto:nbinder@moffatcounty.net); Telephone: 970-824-9160

Tenant: Northwest Colorado Trails Corporation  
Attention: Kyra Weidner  
PO Box 1691, Craig, CO 81625  
Email: [nwcoloradotrails@gmail.com](mailto:nwcoloradotrails@gmail.com); Telephone: 970-326-3027

Any Party may change the identity of its designated representative and the address to which future notices shall be sent by providing written notice in accordance with this paragraph. Formal amendment of this Agreement to affect such a change is not required. (Email addresses and phone numbers are included for convenience, but do not suffice for formal notice as stated herein.)

19. **BINDING EFFECT:** This agreement shall be binding upon the heirs, successors, personal representatives and assigns of the Parties hereto.
20. **NO WAIVER OF GOVERNMENTAL IMMUNITY:** 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.
21. **PARTIAL INVALIDITY:** If any provision or part of this Agreement is held invalid by a court of competent jurisdiction, or unenforceable for any reason, the remainder of this Agreement shall nonetheless remain in full force and effect.
22. **SECTION HEADINGS:** The section headings in this Agreement are inserted only for the purpose of convenient reference and are in no way to define, limit or proscribe the scope or intent of this Agreement or any part thereof.
23. **AUTHORITY:** Each person signing this Agreement represents and warrants that he or she is fully authorized to enter into and execute this Agreement and to bind the Party he or she represents to the terms and conditions thereof.
24. **THIRD PARTY BENEFICIARIES:** Except for the Parties' respective successors and assigns, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

25. **WAIVER:** A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
26. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the same instrument. Facsimile or photographic signatures of any party to this Agreement or subsequent modifications thereto, shall be effective for all purposes.
27. **GOVERNING LAW AND VENUE:** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this Agreement shall be in Moffat County, Colorado.
28. **SEVERABILITY:** Should any provision of this Agreement be found to be in conflict with any law of the United States or the State of Colorado or to otherwise be unenforceable, the remaining provisions shall be deemed severable and the validity of such shall not be affected provided that the remaining provisions can be construed in substance to constitute the agreement which the Parties intended to enter into under this Agreement.
29. **WHOLE AGREEMENT:** This Agreement sets forth the whole agreement of the Parties. No representations, either verbal or written, shall be considered binding on any party to the extent not set forth herein.
30. **PARTIES HAVE READ AGREEMENT:** Each party or a responsible agent has read this Agreement and understands its contents prior to its execution.

*[The balance of this page intentionally left blank.]*

IN WITNESS WHEREOF, the Parties have subscribed their names this \_\_\_\_ day of January, 2026.

**LANDLORD:**

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Melody Villard, Chairman

ATTEST:

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

WITNESS, my hand and the seal of said County this \_\_\_\_\_ day of January, 2026.

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

**TENANT:**

\_\_\_\_\_, Tenant  
(Signature)

By: Kyra Weidner, Executive Director  
(Print Name and Title)

Date: \_\_\_\_\_

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF MOFFAT     )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, by Kyra Weidner.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

## Lease Agreement – Motocross Lease Boundary



**Exhibit A - Approximate Lease Boundary**

- Approximately 182 acres as depicted in blue below; and
- Generally described as:
  - Bordered on the North by the ridge-top two-track road.
  - At the North/South section line fence, the lease runs North approximately 509 feet until it intersects with the fence adjacent the railroad.
  - NW, W, and S boundary of lease is the fence adjacent to the Railroad Tracks.



RESOLUTION NO. 2025 - 129  
December 30, 2025  
Supplemental Budget

**WHEREAS**, the Board of County Commissioners of the County of Moffat and State of Colorado has approved the 2025 Budget.

**WHEREAS**, various departments need to amend their budget amounts due to changes in revenues, grants, or unanticipated needs.

**WHEREAS**, this supplemental has been properly published prior to adoption.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Moffat County, Colorado, that the 2025 appropriations and budgets be supplemental as follows:

Account	Account Description	Debit	Credit
10000001-52054	LEASED PAYMENTS		\$21747.33
10000001-54038	MISCELLANEOUS		\$3154.75
10000001-54015	COPIES		\$950.00
10000001-51001	AUDIT SERVICES	\$10115.00	
10000001-53042	TELEPHONE	\$1100.00	
10000001-54016	COUNTY DEVELOPMENT	\$6500.00	
10000001-55039	AUGMENTATION EXPENDITURES	\$9456.80	
10000001-60014	EQUIPMENT VEHICLES	\$776.00	
12000001-54049	POSTAGE		\$6277.25
11500001-54023	ELECTRONIC RECORDING	\$678.25	
11500001-54049	POSTAGE	\$1000.00	
11500001-56002	ELEC REC TECH BOARD GRANT	\$4599.00	
13500001-50042	OVER TIME		\$10000.00
13500001-50046	LEAVE PAID OUT	\$7516.04	
13500001-52037	REPAIRS EQUIP/MAINT	\$487.96	
13500001-54034	MAPS	\$1996.00	
14000001-53046	TRAVEL		\$2478.88
14000001-54042	OFFICE SUPPLIES	\$2478.88	
15000001-53031	RETIREMENT BOARD		\$1806.00
15000001-53009	DUES & MEETINGS	\$1099.00	
15000001-53018	INSURANCE	\$707.00	
15500001-60005	CAPITAL OUTLAY		\$1500.87
15500001-54045	OPERATING SUPPLIES	\$1500.87	
16000001-53046	TRAVEL		\$2697.30
16000001-51018	OTHER PROFESSIONAL SERVICES	\$2697.30	
20500002-52054	LEASED PAYMENTS		\$44099.53
20500002-50042	OVER TIME	\$904.21	

Account	Account Description	Debit	Credit
20500002-50046	LEAVE PAID OUT	\$36887.86	
20500002-51031	LEXIPOL POLICY MANAGEMENT	\$575.63	
20500002-53013	GRAMNET	\$3477.00	
20500002-54045	OPERATING SUPPLIES	\$2254.83	
20800002-54045	OPERATING SUPPLIES		\$2094.00
20800002-54038	MISCELLANEOUS	\$2094.00	
22000002-52015	EMERGENCY FIRE FUND		\$44777.77
22000002-50040	CALL OUT WAGES	\$2097.26	
22000002-50042	OVER TIME	\$41859.76	
22000002-54027	FOOD & MEALS	\$394.66	
22000002-54030	GAS & OIL	\$426.09	
24000002-52043	UTILITIES		\$18032.57
24000002-60033	PUB SAFETY CENTER BUILDINGS	\$18032.57	
24500002-53009	DUES & MEETINGS		\$1338.41
24500002-53046	TRAVEL	\$1338.41	
30000003-60007	FACILITIES CONTINGENCY		\$24000.00
30000003-52054	LEASED PAYMENTS	\$24000.00	
30500003-50050	CONTRACT LABOR		\$9987.38
30500003-60014	EQUIPMENT VEHICLES		\$3000.00
30500003-53018	INSURANCE WEED & PEST	\$5487.00	
30500003-54045	OPERATING SUPPLIES	\$4500.38	
30500003-52054	LEASED PAYMENTS	\$3000.00	
31000003-53042	TELEPHONE		\$1820.00
31000003-54033	MAINTENANCE SUPPLIES	\$1820.00	
41500004-50040	CALL OUT WAGES		\$1726.59
41500004-53046	TRAVEL	\$1726.59	
42512104-50020	FULL TIME WAGES		\$150000.00
42512104-50050	CONTRACT LABOR		\$15000.00
42512104-51007	CONTRACTS	\$70000.00	
42512104-53046	TRAVEL	\$2000.00	
42512104-55208	RANDOM MOMENT SAMPLING	\$48000.00	
42512104-55210	COUNTY SHARE EBT EXP CW 80/20	\$45000.00	
42512204-50060	FRINGE BENEFITS		\$30605.16
42512204-50080	RETIREMENT		\$621.96
42512204-50020	FULL TIME WAGES	\$29927.12	
42512204-55208	RANDOM MOMENT SAMPLING	\$1300.00	
42515784-50020	FULL TIME WAGES		\$2000.00
42515784-51018	OTHERPROFSERV 90/10	\$2000.00	
42518884-50050	CONTRACT LABOR CORE		\$2000.00
42518884-51007	CORE CONTRACTS	\$2000.00	

Account	Account Description	Debit	Credit
42523004-50020	FULL TIME WAGES		\$50000.00
42523004-55002	EBT EXP CHILD CARE	\$50000.00	
42542004-53046	TRAVEL		\$1000.00
42542004-54086	COLO WKS-WORK NUMBER	\$1000.00	
42570004-50020	FULL TIME WAGES		\$59500.00
42570004-50060	FRINGE BENEFITS		\$50000.00
42570004-50050	CONTRACT LABOR		\$5500.00
42570004-51018	OTHER PROFESSIONAL SERVICES	\$1500.00	
42570004-53009	DUES & MEETINGS	\$2500.00	
42570004-54038	REG ADMIN MISCELLANEOUS	\$500.00	
42570004-54049	POSTAGE	\$1500.00	
42570004-54086	REG ADIM WORK NUMBER	\$26000.00	
42570004-55208	REG ADM RANDOM MOMENT SAMPL	\$83000.00	
42580004-50020	FULL TIME WAGES		\$29400.00
42580004-51015	LEGAL SERVICES		\$14500.00
42580004-51007	CONTRACTS	\$40000.00	
42580004-54086	CHILD SUPPORT WORK NUMBER	\$1500.00	
42580004-58004	ERRONEOUS DISBURSEMENTS	\$2400.00	
42512454-55031	SUBSIDIZED ADOPTION		\$1700.00
42512454-55029	STATE COLLECTED REFUNDS	\$1700.00	
425X2604-50050	CONTRACT LABOR		\$3000.00
425X2604-50080	RETIREMENT		\$4000.00
425X2604-51015	LEGAL SERVICES		\$1500.00
425X2604-51018	OTHER PROFESSIONAL SERVICES		\$1500.00
425X2604-53046	TRAVEL		\$5500.00
425X2604-55002	APS CLIENT SERVICES		\$1000.00
425X2604-50020	FULL TIME WAGES	\$8500.00	
425X2604-51007	CONTRACTS	\$8000.00	
31500003-60014	EQUIPMENT VEHICLES		\$15000.00
31500003-52036	REPAIRS BUILDING		\$283.12
31500003-52054	LEASED PAYMENTS	\$15283.12	
35500003-50050	CONTRACT LABOR		\$13200.00
35500003-52037	REPAIRS EQUIP/MAINT		\$1596.00
35500003-51018	OTHER PROFESSIONAL SERVICES	\$13200.00	
35500003-52043	UTILITIES	\$1596.00	
36036203-54029	GAS & DIESEL		\$55419.15
36036703-54029	GAS & DIESEL		\$18500.00
36036203-54043	OIL & ANTIFREEZE	\$26319.15	
36036203-54063	SHOP SUPPLIES	\$15000.00	
36036503-54077	TREASURER FEES	\$14100.00	

Account	Account Description	Debit	Credit
36036703-54056	REPAIR PARTS	\$18500.00	
40000004-52043	UTILITIES		\$4595.25
40000004-52036	REPAIRS BUILDING	\$4595.25	
43000004-50050	CONTRACT LABOR		\$4895.56
43000004-50025	FULL TIME SHARED WAGES	\$4454.96	
43000004-55041	PH VITAL STATISTICS	\$440.60	
430INFS4-53046	TRAVEL		\$655.60
430INFS4-54015	COPIES	\$655.60	
430LEPR4-50025	FULL TIME SHARED WAGES		\$5120.87
430LEPR4-54045	OPERATING SUPPLIES	\$5120.87	
430LPHA4-54045	OPERATING SUPPLIES		\$33948.68
430LPHA4-53046	TRAVEL		\$1384.28
430LPHA4-53002	ADVERTISING/LEGAL NOTICES		\$1000.00
430LPHA4-53005	COMPUTER EXPENSE/SERVICES		\$1000.00
430LPHA4-53009	DUES & MEETINGS		\$553.51
430LPHA4-50025	FULL TIME SHARED WAGES	\$27625.14	
430LPHA4-50060	FRINGE BENEFITS	\$6761.84	
430LPHA4-50080	RETIREMENT	\$1468.25	
430LPHA4-51018	OTHER PROFESSIONAL SERVICES	\$2031.24	
430LPHC4-50060	FRINGE BENEFITS		\$183.88
430LPHC4-54042	OFFICE SUPPLIES		\$100.00
430LPHC4-50025	FULL TIME SHARED WAGES	\$283.88	
50000005-53046	TRAVEL		\$1187.93
50000005-53009	DUES & MEETINGS	\$1187.93	
52100005-54038	MISCELLANEOUS		\$80.64
52100005-54015	COPIES	\$80.64	
52100005-50040	CALL OUT WAGES		\$1500.00
52100005-50054	JUDGES		\$2709.00
52100005-51026	ENTERTAINMENT		\$27365.00
52100005-53002	ADVERTISING/LEGAL NOTICES		\$2782.00
52100005-53032	SECURITY		\$1400.00
52100005-53058	PRINTING		\$535.00
52100005-54005	AWARDS & RIBBONS		\$1268.00
52100005-54025	FAIR QUEEN EXPENSE		\$1271.32
52100005-54038	MISCELLANEOUS		\$1145.00
52100005-54044	OPEN HORSE SHOW		\$1660.00
52100005-54049	POSTAGE		\$130.00
52100005-54045	OPERATING SUPPLIES	\$41765.32	
50500005-52035	REPAIRS AUTO		\$1000.00
50500005-51018	OTHER PROFESSIONAL SERVICES		\$10259.57

Account	Account Description	Debit	Credit
50500005-52054	LEASED PAYMENTS	\$5200.00	
50500005-53042	TELEPHONE	\$863.00	
50500005-54037	MISC EQUIPMENT	\$5196.57	
60561006-51001	AUDIT SERVICES		\$1925.00
60561006-53001	ADVERTISING		\$6637.37
60561006-53018	INSURANCE		\$230.98
60561006-53057	CONTINUING EDUCATION		\$2894.50
60561006-54046	OTHER ADMIN EXPENSE		\$1358.77
60562006-52011	UTILITIES ELECTRIC		\$2738.40
60562006-52030	UTILITIES NATURAL GAS		\$9465.87
60563006-54010	CLEANING SUPPLIES		\$1130.00
60563006-54028	FURNISHINGS		\$1107.03
60563006-54047	PAINT		\$1608.50
60563006-54072	STOVES & REFRIDGERATOR		\$750.00
60563006-54080	WASHER/DRYER		\$1000.00
60563006-60001	AIR CONDITIONERS		\$1287.00
60562006-52040	UTILILITES SEWER	\$6334.00	
60562006-52046	UTILITIES WATER	\$961.50	
60563006-50050	SM II CONTRACT LABOR	\$2064.66	
60563006-52004	CABLE TV TENANT	\$491.48	
60563006-52013	ELEVATOR MAINTENANCE	\$1020.92	
60563006-52037	REPAIRS EQUIP/MAINT	\$7720.08	
60564006-57007	MORTGAGE PAYMENT	\$17820.63	
60561006-50035	PART TIME SHARED WAGES	\$2064.65	
60563006-52017	FACILITY EXPENSE		\$6344.50
60061006-52009	COPIER LEASE		\$347.35
60061006-53001	ADVERTISING		\$2437.36
60061006-53005	COMPUTER EXPENSE/SERVICES		\$566.42
60061006-53018	INSURANCE		\$1406.25
60061006-53057	CONTINUING EDUCATION		\$2894.50
60061006-54046	OTHER ADMIN EXPENSE		\$1608.76
60062006-52011	UTILITIES ELECTRIC		\$6150.00
60062006-52030	UTILITIES NATURAL GAS		\$10320.42
60063006-50025	FULL TIME SHARED WAGES		\$4500.00
60063006-50035	PART TIME SHARED WAGES		\$1879.11
60063006-50060	FRINGE BENEFITS		\$12000.00
60063006-51011	EXTERMINATING		\$312.50
60063006-52012	ELECTRICAL REPAIR		\$1350.00
60063006-52017	FACILITY EXPENSE		\$10151.69
60063006-54010	CLEANING SUPPLIES		\$890.15



Account	Account Description	Debit	Credit
60063006-60001	AIR CONDITIONERS		\$1792.10
60061006-50035	PART TIME SHARED WAGES	\$2604.65	
60061006-51001	AUDIT SERVICES	\$2025.00	
60062006-52040	UTILITIES SEWER	\$5592.20	
60062006-52046	UTILITIES WATER	\$6651.40	
60063006-50050	SM I CONTRACT LABOR	\$5348.28	
60063006-52004	CABLE TV TENANT	\$5000.00	
60063006-52013	ELEVATOR MAINTENANCE	\$520.92	
60063006-52020	UTILITIES GARBAGE REMOVAL	\$500.00	
60063006-52037	REPAIRS EQUIP/MAINT	\$9486.03	
60063006-53032	SECURITY	\$525.48	
60063006-54028	FURNISHINGS	\$1060.23	
60063006-54047	PAINT	\$2107.50	
60063006-54080	WASHER/DRYER	\$2281.16	
60063006-60006	CARPET REPLACEMENT	\$9875.57	
60063006-60020	LINOLEUM REPLACEMENT	\$5028.19	
12500001-44025	DEPARTMENT FEES		\$1000.00
12500001-53058	PRINTING	\$1000.00	
13500001-44025	DEPARTMENT FEES		\$5081.74
13500001-50046	LEAVE PAID OUT	\$5081.74	
20500002-46004	REIMBURSEMENT		\$2678.00
20500002-54078	UNIFORMS	\$2678.00	
20500002-45022	SALE OF ASSETS-Sheriff		\$20000.00
20500002-60014	EQUIPMENT VEHICLES	\$20000.00	
22000002-43430	STATE FIRE RELIEF FUND		\$10346.32
22000002-50060	FRINGE BENEFITS	\$7658.95	
22000002-50080	RETIREMENT	\$2622.74	
22000002-52027	LEASING	\$9.77	
23000002-41004	EMERGENCY 911 TAX		\$4275.31
23000002-54068	SPECIAL PROJECTS	\$4275.31	
23500002-47001	INTEREST EARNED		\$22712.01
23500002-50042	OVER TIME	\$11200.00	
23500002-50046	LEAVE PAID OUT	\$5424.52	
23500002-51031	LEXIPOL POLICY MANAGEMENT	\$794.54	
23500002-52054	LEASED PAYMENTS	\$5292.95	
24000002-44037	RENTS		\$8585.70
24000002-52029	MAINTENANCE CONTRACTS	\$709.36	
24000002-60033	PUB SAFETY CENTER BUILDINGS	\$7876.34	
30000003-45013	BUILDING USE		\$16796.52
30000003-50046	LEAVE PAID OUT	\$852.52	

Account	Account Description	Debit	Credit
30000003-52037	REPAIRS EQUIP/MAINT	\$2444.07	
30000003-54045	OPERATING SUPPLIES	\$12942.17	
30000003-54038	MISCELLANEOUS	\$557.76	
30000003-46001	INSURANCE REIMBURSEMENT		\$11895.77
30000003-52036	REPAIRS BUILDING	\$11895.77	
30500003-46016	WEED & PEST PARTNERSHIP		\$43332.60
30500003-54091	PARTNERSHIP EXP	\$43332.60	
31000003-45022	SALE OF ASSETS FAIRGROUNDS		\$13198.75
31000003-44025	DEPARTMENT FEES		\$7995.00
31000003-60011	EQUIPMENT MISCELLANEOUS	\$13198.75	
31000003-60011	EQUIPMENT MISCELLANEOUS	\$7995.00	
31000003-44023	CAMPGROUND RENTAL		\$314.15
31000003-44039	RV DUMP FEES		\$4023.60
31000003-50050	CONTRACT LABOR	\$314.15	
31000003-50050	CONTRACT LABOR	\$4023.60	
31000003-46004	REIMBURSEMENT		\$2216.22
31000003-46001	INSURANCE REIMBURSEMENT		\$3535.70
31000003-52029	MAINTENANCE CONTRACTS	\$2216.22	
31000003-60016	FAIRGROUNDS BLDG	\$3535.70	
31000003-45001	MISCELLANEOUS		\$951.70
31000003-52054	LEASED PAYMENTS	\$951.70	
41500004-43433	STATE JUDICIAL DIVERSION		\$1965.08
415SJDV4-43433	STATE JUDICIAL DIVERSION		\$666.68
41500004-51018	OTHER PROFESSIONAL SERVICES	\$745.00	
41500004-54042	OFFICE SUPPLIES	\$450.37	
41500004-53046	TRAVEL	\$1436.39	
34000003-45001	MISCELLANEOUS		\$366582.10
34000003-54038	MISCELLANEOUS	\$366582.10	
34000003-44037	RENTS		\$1052.20
34000003-47001	INTEREST EARNED		\$8422.30
34000003-54077	TREASURER FEES	\$2500.00	
34000003-52037	REPAIRS EQUIP/MAINT	\$6974.50	
31500003-45022	SALE OF ASSETS-Cemetery		\$800.00
31500003-54045	OPERATING SUPPLIES	\$800.00	
33500003-44002	USER FEES		\$69932.65
33500003-50046	LEAVE PAID OUT	\$18349.31	
33500003-51018	OTHER PROFESSIONAL SERVICES	\$24709.75	
33500003-52043	UTILITIES	\$3516.53	
33500003-54021	GRAVEL STABILIZATION	\$9057.06	
33500003-54056	REPAIR PARTS	\$10000.00	

Account	Account Description	Debit	Credit
33500003-54077	TREASURER FEES	\$4100.00	
34500003-47001	INTEREST EARNED		\$10000.00
34500003-60016	FAIRGROUNDS BLDG	\$10000.00	
36000003-46004	REIMBURSEMENT		\$18216.00
36036103-54021	GRAVEL STABILIZATION	\$10689.80	
36036403-50046	LEAVE PAID OUT	\$3271.54	
36036403-52029	MAINTENANCE CONTRACTS	\$891.28	
36036403-53058	PRINTING	\$1700.00	
36036403-54042	OFFICE SUPPLIES	\$777.44	
40000004-45022	SALE OF ASSETS		\$825.00
40000004-46001	INSURANCE REIMBURSEMENT		\$4834.57
40000004-46004	REIMBURSEMENT		\$998.77
40000004-52036	REPAIRS BUILDING	\$6658.34	
40500004-45022	SALE OF ASSETS		\$3375.00
40500004-45001	MISCELLANEOUS		\$1346.00
40500004-52038	RADIO REPAIR/MAINTENANCE	\$3603.86	
40500004-53056	EMPLOYEE EDUCATION	\$350.00	
42512104-43801	EBT REV CHILD WELFARE		\$63600.04
42512104-55002	EBT EXP CW 80/20	\$63600.04	
42512504-43801	EBT REV SUB-ADOPT		\$15143.62
42512504-55002	EBT EXP SUB-ADOPT	\$10143.62	
42512504-55210	COUNTY SHARE EBT EXP SUB-ADOPT	\$5000.00	
42523004-43801	EBT REV CHILD CARE		\$147984.90
42523004-55002	EBT EXP CHILD CARE	\$147984.90	
42542504-43801	EBT RREV TANF COLA HB 22-1259		\$19161.91
42542504-55002	EBT EXP TANF COLA HB 22-1259	\$19161.91	
42548754-43801	EBT REV AND		\$2500.00
42548754-55002	EBT EXP AND	\$2500.00	
42560504-43801	E-EBT REVENUE		\$16653.00
42560504-55002	E-EBT ASSISTANCE PAYMENTS	\$16653.00	
425CALL4-43801	CO WIDE COST ALLOC PASS THRU		\$28938.10
425CALL4-43913	COST ALLC PASSTHRU CO SHRE F		\$67522.26
425CALL4-55002	COST ALLOC PASS THRU EBTEXP	\$96460.36	
430LPHC4-43015	FEDERAL STATE PUBLIC HEALTH		\$1710.83
430LPHC4-50025	FULL TIME SHARED WAGES	\$398.26	
430LPHC4-54045	OPERATING SUPPLIES	\$1312.57	
430ELC_4-43026	FEDERAL-ELC & ELC 2.3		\$48975.70
430ELC_4-50025	FULL TIME SHARED WAGES	\$28513.04	
430ELC_4-50060	FRINGE BENEFITS	\$7806.96	
430ELC_4-50080	RETIREMENT	\$1710.76	

Account	Account Description	Debit	Credit
430ELC_4-51018	OTHER PROFESSIONAL SERVICES	\$1780.25	
430ELC_4-54045	OPERATING SUPPLIES	\$3033.00	
430ELC_4-53042	TELEPHONE	\$851.38	
43000004-44048	PH VITAL STATISTICS		\$1408.00
43000004-45001	MISCELLANEOUS		\$2187.37
43000004-46004	REIMBURSEMENT		\$7243.55
43000004-50025	FULL TIME SHARED WAGES	\$800.00	
43000004-52017	FACILITY EXPENSE	\$3000.00	
43000004-54015	COPIES	\$622.45	
43000004-54045	OPERATING SUPPLIES	\$6382.58	
53500005-41009	SALES TAX-MARIJUANA		\$23418.84
53500005-54004	AUTOMATION	\$798.64	
53500005-54007	BOOKS	\$15957.87	
53500005-54042	OFFICE SUPPLIES	\$3112.32	
53500005-60032	LIBRARY BUILDINGS	\$1550.00	
53501705-52043	UTILITIES - MAYBELL	\$1500.01	
53501705-50030	PART TIME WAGES - MAYBELL	\$300.00	
53501705-50060	FRINGE BENEFITS - MAYBELL	\$200.00	
52100005-45008	DONATIONS		\$92542.00
52100005-54045	OPERATING SUPPLIES	\$92542.00	
51500005-44023	CAMPGROUND RENTAL		\$7440.23
51500005-52043	UTILITIES	\$5140.00	
51500005-54074	TAXES	\$2300.23	
18000001-44012	PREMIUMS/MEDICAL COUNTY		\$26708.30
18000001-44018	EMPLOYEE CONTRIBUTIONS		\$48420.49
18000001-45007	INSURANCE CAP PROCEEDS		\$823197.97
18000001-46004	REIMB-REFUND/REBATE		\$173418.42
18000001-47001	INTEREST EARNED		\$38191.36
18000001-47002	INTEREST OTHER		\$2650.01
18000001-48110	TRANSFER IN FROM GENERAL		\$195840.00
18000001-53008	DENTAL CLAIMS	\$8885.34	
18000001-53053	WELLNESS	\$2265.70	
18000001-54046	OTHER ADMIN EXPENSE	\$7650.00	
18000001-54050	PRESCRIPTIONS	\$800000.00	
18000001-50060	FRINGE BENEFITS	\$489625.51	
34000003-48110	TRANSFER IN FROM GENERAL		\$500000.00
34000003-54038	MISCELLANEOUS	\$15860.23	
34000003-60004	CAPITAL IMPROVEMENTS	\$484139.77	
18000001-48110	TRANSFER IN FROM GENERAL		\$2500000.00
18000001-53062	MEDICAL CLAIMS	\$2500000.00	

Account	Account Description	Debit	Credit
55500005-49001	FUND BALNCE USED-BUDGET ONLY		\$166987.72
55500005-54022	ECON DEVLOP/DIVERSE PROJECTS	\$166987.72	
30500003-54091	PARTNERSHIP EXP	\$40000.00	
42512504-55002	EBT EXP SUB-ADOPT	\$13000.00	
42542504-55210	COUNTY SHARE EBT EXP	\$2000.00	
42585004-55002	EBT EXP TANF RETAINED	\$4000.00	
425X2604-51007	CONTRACTS	\$3000.00	
17000001-59001	TRANSFER OUT AIRPORT	\$500000.00	
17000001-59006	TRANSFER OUT HEALTH & WELFARE	\$2500000.00	
17000001-59002	TRANSFER OUT CAPITAL PROJECTS	\$317458.00	
345USDA3-43032	FEDERAL USDA	\$223908.99	



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Melody Villard  
Chair, Board of County Commissioners

STATE OF COLORADO)

) ss

COUNTY OF MOFFAT)

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

WITNESS, my hand and seal this day of December 30, 2025.

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

**Justifications  
December 2025 Supplemental  
Resolution 2025 - 129**

**COMMISSIONERS (100)**

1. The Commissioners request to transfer \$27,947.80 from leased payments, Miscellaneous, and Copies to audit service, telephone, County Development, Augmentation expenses, and equipment vehicles for expenses incurred.

**No Change in Contingency**

**CLERK & RECORDER (115)**

1. The Clerk & Recorder's office requests to transfer \$6,277.25 from Elections postage to electronic recording, clerk and recorder postage, and electronic recording tech board grant for expenses incurred.

**No Change in Contingency**

**TREASURER (125)**

1. The Treasurer's office requests to recognize an unexpected revenue of \$1,000.00 from department fees to be utilized towards printing expenses.

**No Change in Contingency**

**ASSESSOR (135)**

1. The Assessor requests to recognize an unexpected revenue of \$5,081.74 from department fees to be utilized for leave paid out expenses.
2. The Assessor requests to transfer \$10,000.00 from overtime to leave paid out, repairs equipment, and map expenses.

**No Change in Contingency**

**No Change in Contingency**

**FINANCE (140)**

1. The Finance department requests to transfer \$2,478.88 from travel to office supplies to be utilized for expenses incurred.

**No Change in Contingency**

## **HUMAN RESOURCES (150)**

1. The Human Resource office requests to transfer \$1,806.00 from the retirement board to dues and meetings, and insurance to be utilized for expenses incurred.  
**No Change in Contingency**

## **INFORMATION TECHNOLOGY (155)**

1. The Information Technology office requests to transfer \$1,500.87 from Capital outlay to operating supplies for expenses incurred.  
**No Change in Contingency**

## **COUNTY ATTORNEY (160)**

1. The County Attorney's office requests to transfer \$2,697.30 from travel to other professional services to be utilized for expenses incurred.  
**No Change in Contingency**

## **Transfers (170)**

1. The Finance Office requests an increase in spending authority of \$3,379,458.00 for transfer out to Airport, Capital Fund, and Health and Welfare to be utilized for capital expenses and a one-time bill in Health and Welfare.  
**No Change in Contingency**

## **HEALTH AND WELFARE (180)**

1. The Finance Office requests to recognize an unexpected revenue of \$1,308,426.55 from employee contributions, premiums, insurance proceeds, reimbursement, interest earned, and other interest to be utilized towards prescriptions, claims, and other administration costs.
2. The Finance Office requests to recognize an unexpected revenue of \$2,500,000.00 from the general fund balance to be utilized towards medical claims.

## **SHERIFF (205)**

1. The Sheriff's Office requests to recognize \$2,678.00 of unexpected revenue from the reimbursement of uniform badges.  
**No Change in Contingency**

2. The Sheriff's Office requests to transfer \$44,099.53 from leased payments to gramnet, overtime, leave paid out, Lexipol, and operating supplies for expenses incurred.  
**No Change in Contingency**
3. The Sheriff's Office requests to recognize \$20,000 of unexpected revenue from the sale of assets to be utilized towards equipment vehicles.  
**No Change in Contingency**

#### **FIRE CONTROL (220)**

1. The Fire Control department requests to transfer \$44,777.77 from the emergency fire fund to call out wages, overtime, food and meals, and gas and oil to be utilized for the expenses incurred.  
**No Change in Contingency**
2. The Fire Control department requests to recognize an unexpected revenue of \$10,346.32 from the state fire relief fund to be utilized for fringe, retirement, and leasing expenses.  
**No Change in Contingency**

#### **CORONER (208)**

1. The Coroner's office requests to transfer \$2,094.00 from operating supplies to miscellaneous expenses to be utilized towards expenses incurred.  
**No Change in Contingency**

#### **EMERGENCY 911 (230)**

1. The Emergency 911 office requests to recognize \$4,275.31 of unexpected revenue from the Emergency 911 tax to be utilized towards special projects expenses incurred.

#### **JAIL (235)**

1. The Jail requests to recognize \$22,712.01 of unexpected revenue from interest earned to be utilized towards overtime, leave paid out, Lexipol, and leased payments.

#### **PUBLIC SAFETY CENTER MAINTENANCE (240)**

1. The Jail maintenance requests to recognize \$8,585.70 of unexpected revenue from rent received to be utilized towards contracts and PSC building expenses incurred.
2. The Jail maintenance requests to transfer \$18,032.57 from utilities to be utilized in PSC building for expenses incurred.

## **ALL CRIMES ENFORCEMENT TEAM (245)**

1. The ACET department requests to transfer \$1,338.41 from dues and meeting to travel to be utilized towards expenses incurred.

## **FACILITIES (300)**

1. The Facility Maintenance department requests to recognize \$28,692.29 of unexpected revenue from building use and insurance reimbursement to be utilized towards repairs building, leave paid out, repairs equipment, operating supplies, and miscellaneous expenses incurred.

**No Change in Contingency**

2. The Facility Maintenance department requests to transfer \$24,000.00 from courthouse building to leased payments to be utilized towards a leased vehicle.

**No Change in Contingency**

## **PEST MANAGEMENT (305)**

1. The Pest Management department requests to transfer \$12,987.38 from contract labor and equipment vehicles to be utilized towards insurance and operating supplies for expenses incurred.

**No Change in Contingency**

3. The Pest Management department requests to recognize \$43,332.60 in unexpected revenue from pest partnerships to be utilized in partnership expenses.

**No Change in Contingency**

4. The Pest Management department requests an increase spending authority of \$40,000 in partnership expenses, as the revenue was budgeted for, but the expenses were not.

**No Change in Contingency**

## **FAIRGROUNDS (310)**

1. The Fairgrounds department requests to recognize \$32,235.12 in unexpected revenue from sales of assets, department fees, campground rental, RV dump fees, insurance reimbursement, and reimbursement to be utilized towards miscellaneous equipment, contract labor, maintenance contracts, and fairgrounds building to be utilized towards a sander and other expenses incurred.

**No Change in Contingency**

2. The Fairgrounds department requests to transfer \$1,820.00 from phone expense to maintenance supply expense to be utilized towards expenses incurred.

**No Change in Contingency**



## **CEMETERY (315)**

1. The Cemetery department requests to transfer \$15,283.12 from equipment vehicles, and repair buildings to leased payments to be utilized towards a leased vehicle.  
**No Change in Contingency**
2. The Cemetery department requests to recognize an unexpected revenue of \$800.00 from the sale of an asset to be utilized towards operating supplies.  
**No Change in Contingency**

## **LANDFILL (335)**

1. The Road and Bridge department requests to recognize \$69,932.65 in unexpected revenue from user fees to be utilized for leave paid out, professional services, treasurer fees, utilizes, gravel stabilization, and repair parts expenses incurred.

## **AIRPORT (340)**

1. The Airport department requests to recognize an unexpected revenue of \$500,000 from the general fund to be utilized for miscellaneous capital expenses.
2. The Airport department requests an unexpected revenue of \$376,056.60 from the federal FAA and the state CDOT to be used towards the Airport improvement project.

## **CAPITAL PROJECTS (345)**

1. The Finance department requests a downward supplemental of \$223,908.99 from USDA revenue for funds already received in another budget year.
2. The Development Services department requests to recognize an unexpected revenue of \$10,000 from interest earned to be utilized towards the fairgrounds building.

## **MAYBELL WASTE WATER TREATMENT FACILITY (355)**

1. The Finance office requests to transfer \$14,796.00 from contracts and repair equipment to be utilized in utilities and professional services expenses incurred.

## **ROAD AND BRIDGE (360)**

1. The Road and Bridge department requests to recognize \$18,216.00 in unexpected revenue from Wilderness Ranch Reimbursement to be utilized in the following:  

36036103 54021	Gravel Stabilization	\$10,689.80
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36036403 50046	Leave Paid Out	\$3,271.54
36036403 52029	Maintenance Contracts	\$891.28
36036403 53058	Printing	\$1,700.00
36036403 54042	Office Supplies	\$777.44

2. The Road and Bridge department requests to transfer \$73,919.15 from gas and diesel to oil and antifreeze, shop supplies, treasurer fees, and repair parts to be utilized towards expenses incurred.

#### **MAYBELL AMBULANCE (400)**

1. The Maybell Ambulance department requests to recognize an unexpected revenue of \$6,658.34 from the sale of assets, insurance reimbursement, and reimbursement to be utilized towards repair building expenses incurred.

**No Change in Contingency**

2. The Maybell Ambulance department requests to transfer \$4,595.25 from utilities to repair building to be utilized towards expenses incurred.

**No Change in Contingency**

#### **MAYBELL FIRE (405)**

1. The Maybell Fire Department requests to recognize an unexpected revenue of \$4,721.00 from the sale of assets and miscellaneous revenue to be utilized towards repairs expenses incurred.

**No Change in Contingency**

#### **YOUH SERVICES (415)**

1. The Youth Services department requests to transfer \$1,726.59 from call-out wages to travel expenses to be utilized towards expenses incurred.

**No Change in Contingency**

2. The Youth Services department requests to recognize \$2,631.76 of unexpected revenue from state judicial division revenue to be utilized towards other professional services, office supplies, and travel expenses.

**No Change in Contingency**

#### **HUMAN SERVICES (425)**

1. The Human Services department requests to transfer \$428,327.12 amongst the following programs:

Move From:

42512104 50020	CW FT WAGES	\$150,000.00
42512104 50050	CW CONTRACT LABOR	\$15,000.00
42512204 50060	CW FRINGE	\$30,605.16

42512204 50080	CW RETIREMENT	\$621.96
42512454 55031	CW SUBSIDIZED ADOPTION	\$1,700.00
42515784 50020	CW FT WAGES	\$2,000.00
42518884 50050	CORE CONTRACT LABOR	\$2,000.00
42523004 50020	CC FT WAGES	\$50,000.00
42542004 53046	CWORKS TRAVEL	\$1,000.00
42570004 50020	RA FT WAGES	\$59,500.00
42570004 50060	RA FRINGE	\$50,000.00
4257000450050	RA CONTRACT LABOR	\$5,500.00
42580004 50020	CS FT WAGES	\$29,400.00
42580004 51015	CS LEGAL SERVICES	\$14,500.00
425X2604 50050	CS CONTRACT LABOR	\$3,000.00
425X2604 50080	APS RETIREMENT	\$4,000.00
425X2604 51015	APS LEGAL SERVICES	\$1,500.00
425X2604 51018	APS OTHER PROFESSIONAL SERVICES	\$1,500.00
425X2604 53046	APS TRAVEL	\$5,500.00
425X2604 55002	APS ASSISTANCE PAYMENTS	\$1,000.00

**Total 428,327.12**

Move To:

42512104 51007	CW CONTRACTS	\$70,000.00
42512104 53046	CW TRAVEL	\$2,000.00
42512104 55208	CW RMS	\$48,000.00
42512104 55210	CW CO. SHARE EBT EXP	\$45,000.00
42512204 50020	CW FT WAGES	\$29,927.12
42512204 55208	CW RMS	\$1,300.00
42512454 55029	CW STATE COLLECTED REFUNDS	\$1,700.00
42515784 51018	CW OTHER PROFESSIONAL SERVICES	\$2,000.00
42518884 51007	CORE CONTRACTS	\$2,000.00
42523004 55002	CC EBT-ASSISTANCE PAYMENTS	\$50,000.00
42542004 54086	CWORK WORK NUMBER	\$1,000.00
42570004 51018	RA OTHER PROFESSIONAL SERVICES	\$1,500.00
42570004 53009	RA DUES & MEETINGS	\$2,500.00
42570004 54038	RA MISCELLANEOUS	\$500.00
42570004 54049	RA POSTAGE	\$1,500.00
42570004 54086	RA WORK NUMBER	\$26,000.00
42570004 55208	RA RMS	\$83,000.00
42580004 51007	CS CONTRACTS	\$40,000.00
42580004 54086	CS WORK NUMBER	\$1,500.00
42580004 58004	CS ERRONEOUS DISBURSEMENT	\$2,400.00
425X2604 50020	APS FT WAGES	\$8,500.00
425X2604 51007	APS CONTRACTS	\$8,000.00

**Total \$428,327.12**

- The Human Services department requests an increase in spending authority of \$22,000 to cover costs incurred and not budgeted for.

3. The Human Services requests to recognize \$361,503.83 of unexpected revenue from CDHS to be utilized for expenses in the human services programs.

#### **PUBLIC HEALTH (430)**

1. The Public Health Department requests to recognize \$61,525.45 of unexpected revenue from CDPHE to be utilized towards personnel and operating costs of public health programs.
2. The Public Health department requests to transfer \$48,842.38 among the different programs to make the budget balanced.

#### **NATURAL RESOURCES (500)**

1. The Natural Resource department requests to transfer \$1,187.93 from travel to be utilized towards dues and meeting expenses incurred.  
**No Change in Contingency**

#### **DEVELOPMENT SERVICES (505)**

1. The Development Services department requests to transfer \$11,259.57 from other professional services and repairs, auto to miscellaneous equipment, leased payments, and telephone to be utilized toward expenses incurred.  
**No Change in Contingency**

#### **MAYBELL (515)**

1. The Maybell department requests to recognize \$7,440.23 of unexpected revenue from campground rental to be utilized towards the utilities and taxes expenses incurred.  
**No Change in Contingency**

#### **MOFFAT COUNTY FAIR (521)**

1. The Moffat County Fair requests to recognize \$92,542.00 in unexpected revenue donations to be utilized towards fair operating expenses.
2. The Moffat County Fair requests to transfer \$41,765.32 from the following accounts to the fair operating account:

52100005-50040	Call-Out Wages	\$1,500.00
52100005-50054	Judges	\$2,709.00
52100005-51026	Entertainment	\$27,365.00
52100005-53002	Advertising	\$2,782.00
52100005-53032	Security	\$1,400.00

52100005-53058	Printing	\$535.00
52100005-54005	Awards & Ribbons	\$1,268.00
52100005-54025	Fair Queen Expense	\$1,271.32
52100005-54038	Miscellaneous	\$1,145.00
52100005-54044	Open Horse Show	\$ 1,660.00
52100005-54049	Postage	\$130.00

3. The Moffat County Fair requests to transfer \$80.64 from Miscellaneous to be utilized towards copy expenses incurred.

#### **LIBRARY (535)**

1. The Library department requests to recognize \$23,418.84 of unexpected revenue from sales tax to be utilized for office supplies, books, automation, library buildings, Maybell part-time wages, Maybell fringe, and Maybell utilities expenses incurred.

#### **LOCAL MARKETING DISTRICT (555)**

1. The Local Marketing District requests to transfer \$166,987.72 from the fund balance to event funding to be utilized toward the expenses incurred.

#### **SUNSET MEADOWS 1 (600)**

1. The Sunset Meadows 1 Department requests to transfer \$58,606.61 as shown below:  
Move from:

60061006	52009 COPIER	\$ 347.35
60061006	53001 ADVERTISING	\$ 2,437.36
60061006	53005 COMPUTER EXP	\$ 566.42
60061006	53018 INSURANCE	\$ 1,406.25
60061006	53057 CONTINUING ED	\$ 2,894.50
60061006	54046 OTHER ADMIN EXP	\$ 1,608.76
60062006	52011 UTILITIES-ELECTRIC	\$ 6,150.00
60062006	52030 UTILITIES-NATURAL GAS	\$10,320.42
60063006	50025 FT SHARED WAGES	\$ 4,500.00
60063006	50035 PT SHARED WAGES	\$ 1,879.11
60063006	50060 FRINGE	\$12,000.00
60063006	51011 EXTERMINATING	\$ 312.50
60063006	52012 ELECTRICAL REPAIR	\$ 1,350.00
60063006	52017 FACILTIY EXP	\$10,151.69
60063006	54010 CLEANING SUPPLIES	\$ 890.15
60063006	60001 AIR CONDITONERS	\$ 1,792.10

**TOTAL \$58,606.61**

Move to:

60061006	50035 PT SHARED WAGES	\$ 2,604.65
60061006	51001 AUDIT	\$ 2,025.00
60062006	52040 UTILITIES SEWER	\$ 5,592.20
60062006	52046 UTILITIES WATER	\$ 6,651.40
60063006	50050 CONTRACT LABOR	\$ 5,348.28
60063006	52004 CABLE TV	\$ 5,000.00
60063006	52013 ELEVATOR MT	\$ 520.92
60063006	52020 UTILITIES GARBAGE	\$ 500.00
60063006	52037 REPAIRS EQUIP	\$ 9,486.03
60063006	53032 SECURITY	\$ 525.48
60063006	54028 FURNISHINGS	\$ 1,060.23
60063006	54047 PAINT	\$ 2,107.50
60063006	54080 WASHER&DRYER	\$ 2,281.16
60063006	60006 CARPET	\$ 9,875.57
60063006	60020 LINOLEUM	\$ 5,028.19

**TOTAL \$58,606.61**

## **SUNSET MEADOWS 2 (605)**

1. The Sunset Meadows 2 Department requests to transfer \$38,477.92 as shown below:

Move from:

60561006 51001	Audit	1,925.00
60561006 53001	Advertising	6,637.37
60561006 53018	Insurance	230.98
60561006 53057	Continuing Ed	2,894.50
60561006 54046	Other Admin	1,358.77
60562006 52011	Electric	2,738.40
60562006 52030	Natural Gas	9,465.87
60563006 52017	Facilities	6,344.50
60563006 54010	Cleaning Supplies	1,130
60563006 54028	Furnishings	1,107.03
60563006 54047	Painting	1,608.50
60563006 54072	Stove/Fridge	750.00
60563006 54080	Wash/Dry	1,000.00
60563006 60001	Air Conditioner	1,287.00

**TOTAL \$38,477.92**

60562006 52040	Sewer	6,334.00
60562006 52046	Water	961.50
60563006 50050	Contract Labor	2,064.66
60563006 52004	Cable TV	491.48
60563006 52013	Elevator Maintenance	1,020.92
60563006 52037	Repair Equip Maintenance	7,720.08
60564006 57007	Mortgage	17,820.63
60561006 50035	Part Time Shared Wages	2,064.65

**TOTAL \$38,477.92**



<b>Budget supplemental requests by category:</b>	
<b>Unexpected Revenue</b>	<b>\$ 5,522,812.34</b>
<b>Transfers</b>	<b>\$ 1,107,713.08</b>
<b>Increase Spending Authority</b>	<b>\$ 3,317,458.00</b>
<b>Rollovers</b>	<b>\$ 0.00</b>
<b>Downward Supplemental</b>	<b>\$ 223,908.99</b>
<b>Total Adjustments</b>	<b>\$ 10,233,892,.41</b>

<b>Contingency Account History</b>	
<b>Balance as of January 1, 2025</b>	<b>\$ 625,000.00</b>
<b>March Supplemental</b>	<b>\$0.00</b>
<b>July Supplemental</b>	<b>\$0.00</b>
<b>December Supplemental</b>	<b>\$0.00</b>
<b>Balance as of December 31, 2025</b>	<b>\$ 625,000.00</b>

<b>Emergency Reserve Account History</b>	
<b>Balance as of January 1, 2025</b>	<b>\$ 1,380,130.00</b>
<b>Balance as of December 31, 2025</b>	<b>\$ 1,380,130.00</b>

\*Emergency Reserve is 10% of the current year's general fund budget.



December 30<sup>th</sup> 2025

Final Settlement to Oldcastle SW Group, Inc dba United Companies for the runway rehabilitation at the Craig-Moffat County Airport pursuant to Revised Statutes 1973, Section 38-26-107.

Original Contract Amount: \$6,628,052.75

Final Contract Amount: \$5,457,819.23

Retainage amount: **\$272,421.22 (Roughly \$13,621.061 local share)**

Advertising for final payment was posted in The Craig Daily Press on December 17, 2025, 2018 and December 24, 2025.

No notices of claims or outstanding payments have been received.

Candace Miller  
Airport Manager

# APPLICATION FOR PAYMENT NO. Retainage 2025

To City of Craig and Moffat County (OWNER). Contract for Craig-Moffat County Airport Improvements dated 2-11-2025. OWNER'S AIP No. 3-08-0012-020-2022 | 3-08-0012-021-2023 and ACI No. 226802 | 236897 for Work accomplished through the date of 2-11-2025

## ATTACH ITEMIZED LIST

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 272,421.22
	LESS <u>0</u> % RETAINAGE	\$
<u>United Companies Invoice</u>	NMGRT <u>      </u> %	\$
	AMOUNT DUE TO DATE	\$ 5,448,423.59
	LESS PREVIOUS PAYMENTS	\$ 5,176,002.37
	AMOUNT DUE THIS APPLICATION	\$ 272,421.22

## CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous Progress Payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through        inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of final acceptance of Project free and clear of all liens, claims, security interests and encumbrances.

Dated 2-11-2025, 2023

Oloccade SW Group and the United Companies  
CONTRACTOR

By Tyson Waneka Estimator / Project Manager

## ENGINEER'S Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 05/15/2025, 2023

Armstrong Consultants, Inc.  
ENGINEER

By [Signature]

## OWNER'S Approval:

This Application is approved.

Dated       , 2023

[Signature]  
By [Signature]

Dated       , 2023

[Signature]  
By [Signature]



United Companies  
2273 River Road  
Grand Junction, CO 81505

Invoice No: 34127  
Invoice Date: 02/10/2025  
Contract: 424804  
Customer No: 12830  
Terms: Net 30 Days  
Due Date: 03/12/2025  
Application: 4  
Invoiced Period: - 02/10/2025  
Customer PO:

To: Moffat County Road Department  
PO Box 667  
Craig, CO 81626

Page 1 of 2

Job Name: Craig-Moffat County Airport Rehabilitation

Item	Description	Contract			Completed to Date			Current Invoice	
		Units	U/M	Unit Price	Amount	Units	Amount	%	Units Amount
01	Contractor Quality Control Program	1.00	LSU	302,000.00	302,000.00	1.00	302,000.00	100.00	0.00 0.00
03	Mobilization	1.00	LSU	573,500.00	573,500.00	1.00	573,500.00	100.00	0.00 0.00
05	Excavation (Shoulder Grading)	2,150.00	CY	36.25	77,937.50	2,150.00	77,937.50	100.00	0.00 0.00
06	Soft Spot Repair	14,841.00	SY	44.75	664,134.75	0.00	0.00	0.00	0.00 0.00
07	In-Place Full Depth Reclamation (FDR) Recycled	70,803.00	SY	8.00	424,818.00	70,803.00	424,818.00	100.00	0.00 0.00
08	Asphalt Surface Course (50 Blow 4" Thick)	17,067.00	TON	122.00	2,082,174.00	17,067.73	2,074,943.06	99.85	0.00 0.00
09	Asphalt Binder (PG 58-34)	1,195.00	TON	496.00	1,189,028.00	694.29	989,818.55	74.84	0.00 0.00
10	Emulsified Asphalt Prime Coat	22,261.00	GAL	8.00	178,088.00	8,650.00	69,200.00	38.86	0.00 0.00
11	Emulsified Asphalt Tack Coat	7,420.00	GAL	8.00	59,360.00	8,216.68	65,733.28	110.74	0.00 0.00
12	Pavement Markings	36,126.00	SF	1.25	45,157.50	36,126.00	45,157.50	100.00	0.00 0.00
13	Reflective Media	2,189.00	LBS	1.75	3,840.25	2,189.00	3,840.25	100.00	0.00 0.00
14	Temporary Markings	36,126.00	SF	1.00	36,126.00	36,126.00	36,126.00	100.00	0.00 0.00
15	12" HDPE With Flared Ends	198.00	LF	118.00	23,364.00	198.00	23,364.00	100.00	0.00 0.00
16	Reset Sewer Manholes	2.00	EA	9,275.00	18,550.00	2.00	18,550.00	100.00	0.00 0.00
17	Sealing	13.50	ACR	4,693.00	63,355.50	10.50	49,266.50	100.00	0.00 0.00
201	Mobilization	1.00	LSU	38,000.00	38,000.00	1.00	38,000.00	100.00	0.00 0.00
202	Removals Of Cables And Conduit	1.00	LSU	1,216.50	1,216.50	1.00	1,216.50	100.00	0.00 0.00
203	Removal Of Retroreflective Edge Markers	82.00	EA	68.25	5,596.50	82.00	5,596.50	100.00	0.00 0.00
204	Removal Of Runway Edge Lights	58.00	EA	175.25	10,164.50	58.00	10,164.50	100.00	0.00 0.00
205	Removal Of Taxiway Edge Lights	16.00	EA	175.25	2,804.00	16.00	2,804.00	100.00	0.00 0.00
206	Removal Of Threshold Lights	16.00	EA	175.25	2,804.00	16.00	2,804.00	100.00	0.00 0.00
207	Removal Of Lighted Guidance Signs	14.00	EA	641.25	8,977.50	14.00	8,977.50	100.00	0.00 0.00
210	L-807 Size 2, Style L-B (LED) Wind Cone And Fix	1.00	EA	14,370.00	14,370.00	1.00	14,370.00	100.00	0.00 0.00
211	L-806 Size 1, Style L-B (LED) Wind Cone (Ramos)	2.00	EA	7,646.00	15,292.00	2.00	15,292.00	100.00	0.00 0.00
212	Segmented Circle Marker System - In-place	1.00	EA	9,539.00	9,539.00	1.00	9,539.00	100.00	0.00 0.00
213	No. 8 AWG, 5KV, L-824 Type C Cable Installed	3,650.00	LF	3.00	10,950.00	170.00	510.00	4.72	0.00 0.00
214	No. 4 Bare Counterpoise	2,800.00	LF	2.50	7,000.00	0.00	0.00	0.00	0.00 0.00
215	No. 10 AWG THWN Cable	520.00	LF	1.25	650.00	60.00	75.00	11.54	0.00 0.00
216	No. 10 Equipment Ground	202.00	LF	1.25	252.50	30.00	37.50	14.85	0.00 0.00
217	Installation Of Constant Current Regulator Within 1	1.00	EA	24,855.00	24,855.00	1.00	24,855.00	100.00	0.00 0.00
218	Non-Encased Electrical Conduit, 1-Way 2-inch C	3,100.00	LF	15.75	48,825.00	160.00	2,520.00	5.16	0.00 0.00
219	Base-Mounted Medium Intensity LED Runway Ed	58.00	EA	1,226.00	71,108.00	58.00	71,108.00	100.00	0.00 0.00
220	Base-Mounted Medium Intensity LED Threshold L	16.00	EA	1,300.00	20,800.00	16.00	20,800.00	100.00	0.00 0.00
221	Base-Mounted Medium Intensity LED Taxiway Ed	12.00	EA	1,013.00	12,156.00	12.00	12,156.00	100.00	0.00 0.00
222	Retroreflective Taxiway Edge Markers	88.00	EA	114.25	10,054.00	88.00	10,054.00	100.00	0.00 0.00
223	New LED Sign Fixture On Existing Lighted Guide	8.00	EA	28,152.00	225,216.00	8.00	225,216.00	100.00	0.00 0.00
224	New LED Sign Fixture On Existing Lighted Guide	6.00	EA	4,289.00	25,734.00	6.00	25,734.00	100.00	0.00 0.00
225	Adjust Light Fixture Riser	70.00	EA	308.25	21,577.50	71.00	21,885.75	101.43	0.00 0.00
301	Temporary Air And Water Pollution, Soil Erosion A	0.00	UNT	0.00	0.00	0.00	0.00	0.00	0.00 0.00
302	Mobilization	1.00	LSU	53,500.00	53,500.00	1.00	53,500.00	100.00	0.00 0.00
304	Excavation (Shoulder Grading)	330.00	CY	52.00	17,160.00	330.00	17,160.00	100.00	0.00 0.00
305	Soft Spot Repair	843.00	SY	67.50	56,902.50	187.92	12,684.60	22.29	0.00 0.00
306	In-Place Full Depth Reclamation (FDR) Recycled	3,897.70	SY	7.00	27,283.90	3,897.70	27,283.90	98.01	0.00 0.00
307	Asphalt Surface Course (50 Blow 4" Thick)	909.00	TON	243.00	220,881.00	1,088.81	264,532.23	112.34	0.00 0.00



United Companies  
273 River Road  
Grand Junction, CO 81505

Invoice No: 34127  
Invoice Date: 02/10/2025  
Contract: 424804  
Customer No: 12830  
Terms: Net 30 Days  
Due Date: 03/12/2025  
Application: 4  
Invoiced Period: - 02/10/2025  
Customer PO:

To: Moffat County Road Department  
PO Box 667  
Craig, CO 81626

Page 2 of 2

Job Name: Craig-Moffat County Airport Rehabilitation

Item	Description	Contract			Completed to Date			Current Invoice		
		Units	U/M	Unit Price	Amount	Units	Amount	%	Units	Amount
308	Asphalt Binder (PG 58-34)	68.00	TON	1,100.00	74,800.00	57.69	63,459.00	84.84	0.00	0.00
309	Emulsified Asphalt Prime Coat	1,264.00	GAL	12.75	16,116.00	250.00	3,187.50	19.78	0.00	0.00
310	Emulsified Asphalt Tack Coat	421.00	GAL	14.75	6,209.75	283.34	4,179.27	67.30	0.00	0.00
311	Pavement Markings	302.00	SF	1.25	377.50	302.00	377.50	100.00	0.00	0.00
312	Reflective Media	18.00	LBS	112.00	2,016.00	18.00	2,016.00	100.00	0.00	0.00
313	Temporary Markings	302.00	SF	1.00	302.00	302.00	302.00	100.00	0.00	0.00
315	Seeding	0.50	ACR	8,654.00	4,327.00	0.50	4,327.00	100.00	0.00	0.00
Schedule III retainage										
\$22,657.20										
Original Contract		\$6,628,052.75			Subtotal	\$5,448,423.59			\$0.00	
					Retainage	\$0.00			\$272,421.22	
					Sales Tax/GRT	\$0.00			\$0.00	
						\$5,448,423.59				
					Retainage Released This Invoice					
					\$272,421.22					
**Don't be the victim of cyber fraud! Our banking details will likely NEVER change. If you receive any correspondence requesting a change in our banking details, please contact us immediately.**					A late charge of 1.00% per month which is an annual percentage rate of 18% or \$2.00 whichever is greater, will be charged on all amounts not paid per the terms of the agreement.					

Remit to: United Companies  
2273 River Road  
Grand Junction, CO 81505

Customer Name: Moffat County Road Department  
Customer No: 12830  
Invoice Number: 34127  
Invoice Amount: 272,421.22  
Contract No: 424804 Amount Remitted: \_\_\_\_\_

## RESOLUTION 2025 – 134

### CONVEYANCE OF REAL PROPERTY DEED TO COUNTY HOSPITAL

---

WHEREAS, the Board of Commissioners of the County of Moffat, State of Colorado, is empowered to sell, convey, or exchange any real or personal property owned by the county and make such order respecting the same as may be deemed conducive to the interests of the inhabitants, and is also empowered to make all contracts and do all other acts in relation to the property and concerns necessary to the exercise of its corporate or administrative powers, pursuant to Section 30-11-101, C.R.S.; and

WHEREAS the Memorial Hospital, doing business as Memorial Regional Health, ("MRH") is a county hospital as defined by Colorado law Section 25-3-301 *et. seq.* C.R.S. The public hospital board has exclusive control of the use and expenditure of all money collected to the credit of the hospital and of the purchase of sites, pursuant to Section 25-3-304 (1) C.R.S.; and

WHEREAS, real property acquired by MRH, in furtherance of its duties and powers, is required by law to be titled in Moffat County. [Section 25-3-304(1) C.R.S.]; and

WHEREAS, the Board of Commissioners of the County of Moffat has learned that the Arthur Dubs Foundation desires to grant a conveyance of real property as a donation to MRH by deed and without any compensation required. The Board of County Commissioners of Moffat County finds it is in the best interests of Moffat County for MRH to be authorized to complete the conveyance of the deed to real property in furtherance of the continued financial wellbeing of MRH; and

WHEREAS, the legal description of the real property being donated to MRH is as follows:

Physical Location: Intersection of Hospital Loop and County Road 7

A TR IN NW4SE4SW4 M/B DESC 220/42 - AKA TR #21 A TR IN NW4SE4SW4 M/B DESC 489/174 LESS 9TH ST ROW 25.23 AC M/L

Assessor Account Number: R003504

Parcel number: 065735300018

WHEREAS, the Board of County Commissioners of Moffat County, Colorado, acting pursuant to Section 30-11-101 and 102 C.R.S. and Section 38-30-141 C.R.S. has full authority to make such orders regarding the conveyance or real property to be titled in the county as the Board deems appropriate; and

WHEREAS, the Board of Trustees of MRH have requested the Board of County Commissioners of Moffat County to authorize the conveyance of the of the deed to real property on such terms as are acceptable to MRH acting through its administrator, Jennifer Riley, so long as the terms of the conveyance of the deed to real property do not involve pledging the public credit of Moffat County in violation of state law; and

WHEREAS, the Trustees of MRH have requested Moffat County to designate a "Commissioner" to sell and convey the Property all as provided by Section 38-30-141 C.R.S.; and

WHEREAS, MRH acting through its Board of Trustees, has requested the approval of its Administrator, Jennifer Riley, as the "Commissioner" to complete the Arthur Dubs Foundation conveyance of the deed to real property and to execute on behalf of Moffat County all contracts, conveyances, closing instructions, settlement sheets and other reasonable and customary closing documents in furtherance thereof; and



- A. The completion of the conveyance of the deed to real property through the donation of the Arthur Dubs Foundation is hereby authorized and approved and this order shall be entered of record among the proceedings of this Board, all as required by Section 38-30-141 C.R.S.
- B. Jennifer Riley is designated as the "Commissioner" of Moffat County, as that term is defined in Section 38-30-141 C.R.S., to complete the Arthur Dubs Foundation conveyance of the deed to real property and to execute on behalf of Moffat County all contracts, conveyances, closing instructions, settlement sheets and other reasonable and customary closing documents in furtherance of such transactions.

Clerk and Ex-Officio to the Board of County Commissioners, Moffat County, State of Colorado