

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

221 W Victory Way, Suite 130 Craig, Colorado 81625

(970) 824-5517 (970) 824-9191 fax

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, February 14, 2023

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Minutes:

- a) January 24 (pgs 3-5); February 8 – Special Meeting (pgs 6 & 7)

Resolutions:

- b) 2023-16: Transfer of Intergovernment Funds for the month of December 2022 (pg 8)
- c) 2023-17 & 23: Resolution for Payment of Payroll Warrants (pgs 9 & 10)
- d) 2023-18: Correction to Resolution 2023-15 (pg 11)
- e) 2023-19: Voided Warrants for the month of February 2023 (pg 12)
- f) 2023-21: Accounts Payable (pg 13)
- g) 2023-22: Accounts Payable (pg 14)

Contracts & Reports:

- h) Road & Bridge Department contract w/X-Field Services for Salvage Metal pick up & disposal (pgs 15-21)
- i) Department of Public Health Gun Safety grant application (pgs 22-24)
- j) Department of Human Services Legal Representation agreement w/C. Quillen (pgs 25-29)
- k) Craig-Moffat County Airport Addendum to Professional Services Agreement w/Armstrong (pgs 30 & 31)
- l) Disadvantaged Business Enterprise program renewal (pg 32)
- m) (3) FAA-Transfer of Entitlements (pgs 33-38)
- n) Memo of Understanding between Memorial Regional Health & Department of Public Health (pgs 39 & 40)

Ratify:

- o) CPW Impact Assistance grant application (pgs 41-43)
- p) Greater Sage Grouse Resource Management Plan (pgs 44-54)
- q) Department of Public Health Fentanyl Test Strip bulk fund grant application (pgs 55-62)



9:47 AM2/13/2023

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:

Board of County Commissioners

- 1) Announce Community Volunteer Board seat appointments (pg 63)

Staff Reports:

- 2) Office of Development Services – Roy Tipton
 - New Courthouse project monthly progress report (pgs 64-81)
 - Pay Applications: (pgs 82-87)
 - BHI Pay Application #15
 - Treanor HL Pay Application #14
 - NWCC
 - Workplace Resource #2
- 3) Office of Development Services – Candace Miller
 - Bid recommendation: (pgs 88 & 89)
 - Facilities mower
 - Airport gate replacement
- 4) Office of Emergency Management – Todd Wheeler
 - Resolution 2023-20: Adoption of Moffat County Courthouse Emergency Evacuation Plan (pgs 90-17)
- 5) Natural Resources Department – Jeff Comstock
 - Adopt Colorado Wolf Introduction Plan comments (pgs 118-122)

Presentation:

- 6) Colorado Crane Conservation Coalition – Erin Gelling
 - Proclamation for Greater Sandhill Crane Week (March 1-8) (pg 123)

Adjournment

The next scheduled BOCC meeting will be Tuesday, February 28, 2023 - 8:30 am

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

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



Moffat County's YouTube link to view meeting:

<https://youtube.com/live/O7-HFRvw4mM?feature=share>

OR

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

9:47 AM 2/13/2023

Moffat County Board of County Commissioners
221 W Victory Way Suite 130 Craig, CO 81625

January 24, 2023

In attendance: Donald Broom, Chair; Tony Bohrer, Board Member; Melody Villard, Board Member; Erin Miller, Deputy Clerk & Recorder; Roy Tipton; Rebecca Tyree; Carol Haskins; Jim Howell; Kathy Sumerford; Sheryl Barrett; Tom Kleinschnitz; Jeff Comstock; Tara Wojtkiewicz; Candace Miller

Call to Order
Pledge of Allegiance

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

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

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

Minutes:

- a) January 10

Resolutions:

- b) 2023-09: Voided Warrant
- c) 2023-10: Special Payroll
- d) 2023-11: Resolution for Payment of Payroll Warrants
- e) 2023-13: Payment of Warrants for the month of December
- f) 2023-14: Payment of Warrants for the month of January
- g) 2023-15: Payment of Warrants for the month of January

Contracts & Reports:

- h) Department of Human Services - Core Services Program/Mental Health Services contract: Behavioral Health & Wellness
- i) Colorado Department of Public Health & Environment – Water Quality Division – Change of Contact form & Annual Storm Water reports
- j) Colorado Department of Public Health & Environment - Water Quality Division – Highway User Tax Signature sheet
- k) Colorado Department of Public Health & Environment – CO Local Health Agency – Indirect Cost Negotiation agreement
- l) Collaborative Management Memo of Understanding
- m) Memo of Understanding between Moffat County Department of Human Services & Prowers County for Hotline County Connection Center services (2)
- n) Department of Public Health Harm Reduction grant application

Ratify:

- o) Department of Human Services contract w/Mountain Soul Resources for SAFE Home Studies
- p) Airport Grant application

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

No public comment

Board of County Commissioners

- Discuss sponsorship for Northwest Colorado Energy Summit (see attached)

Broom explained that the BCC had been approached by the Joint Organizations Leading Transition (JOLT) committee about helping with the funding for a proposed NW Colorado Energy Summit to be held June 2 in Craig. The event will be held at the Quality Inn and they hope to host a minimum of 150 people. Villard thanked the committee for holding the event in Moffat County.

Broom moved to donate \$3000 to the NW Colorado Energy Summit. Villard seconded the motion. Motion carried 3-0.

- Instruct County Attorney to contact candidate for Human Resources Director position and begin negotiations

The BCC has interviewed two good candidates for the Human Resources Director position and come to a decision.

Villard moved to instruct the County Attorney to reach out to Rachel Bower and begin negotiations for the Director grade Step 1-6 range. Bohrer seconded the motion. Motion carried 3-0.

- Discuss and approve hiring part time/temporary HR Trainer

Bohrer explained that due to the complicated nature of the accounting program that the County uses (MUNIS), it's necessary to hire a part time/temporary trainer that is experienced with this program to help not only our new HR Director, but other departments as well. The County has lost several key department heads in the last six months and there has been a steep learning curve, and our contract with the company wasn't structured for any additional training.

Villard moved to instruct the acting HR Director (Tyree) to negotiate the best way to structure that through the County to hire the part time/temporary HR Trainer. Broom seconded the motion. Motion carried 3-0.

Staff Reports:

Youth Services – Tara Wojtkiewicz

Recommendations for the 14th Judicial District Juvenile Services Planning Commission
Appointments (see attached)

Wojtkiewicz came before the BCC to explain that there have been no nominations made to the JSPC since 2021. Names are currently being obtained from all three counties in the 14th Judicial District, and recommendations will then be submitted to Judge O'Hara for appointment.

Moffat County Representatives:

- Commissioner Donald Broom
- Department of Human Services Director Kristin Grajeda
- Craig PD School Resource Officer Ryan Hampton
- Community Member/Private Citizen Renae Dove

There are also five mandated members from within the 14th Judicial District.

Villard moved to accept the recommendations for the 14th Judicial District Juvenile Services Planning Commission as presented. Broom seconded the motion. Motion carried 3-0.

Planning & Zoning – Candace Miller

Resolution 2023-12: Haskins Utility Easement (see attached)

Miller presented Resolution 2023-12 regarding the Haskins Utility Easement. Jake Haskins owns two lots (7 & 8, Block 12) in Shadow Mountain Village, 2137 W 9th Street and 2115 W 9th Street, which adjoin each other. In SMV, there are 10' easements on each side of the property lines; so the house would not be built into the easement, he is requesting release of 5' on each side of the property. Signatures were obtained from all appropriate entities and the Planning & Zoning Commission. Miller anticipates that Haskins will be coming forward with more of these requests.

Broom moved to approve **Resolution 2023-12: Agreement to Release Utility Easement for Lot 7 & Lot 8 of Block 12 of SMV aka 2137 W 9th Street and 2115 W 9th Street**. Villard seconded the motion. Motion carried 3-0.

Meeting adjourned at 8:43 am

The next scheduled Board of County Commissioners meeting is Tuesday, February 14, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

Moffat County Board of County Commissioners
221 W Victory Way Suite 130 Craig, CO 81625

February 8, 2023 - Special Meeting

In attendance: Tony Bohrer, Chair; Melody Villard, Board Member; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; County Attorney, Rebecca Tyree; Department of Human Services Director, Kristin Grajeda

Commissioner Bohrer called the meeting to order at 2:01 pm

Department of Human Services – Kristin Grajeda

Second addendum to Core Services Program/Mental Health Services contract with Behavioral Health & Wellness (request waiving bid process) (see attached)

Grajeda requested that the BCC consider waiving the bid process for an existing vendor, Behavioral Health & Wellness – based out of Grand Junction, that provides individual & family counseling, parent/child interactions, and psychological exams for both children and adults. The provider's current contract with Moffat County is set at \$25,000, and that amount will be exceeded with the number of families that require these types of services. So that services to the families that are currently being worked with won't be interrupted, DHS would like to increase the contract amount to \$40,000 (a \$15,000 increase). Grajeda has done research, and Behavioral Health & Wellness is the major provider for these types of services for the Western Slope. These services are funded by the Core Services Program, which is a State 100% reimbursement program.

Villard moved to waive the bid process for this Core Services Program/Mental Health Services contract. Broom seconded the motion. Motion carried 3-0.

Villard moved to increase the Core Services Program/Mental Health Services contract with Behavioral Health & Wellness from \$25,000 to \$40,000. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 2:08 pm

The next scheduled BOCC meeting will be Tuesday, February 14 - 8:30 am

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2023-16
TRANSFER OF INTERGOVERNMENT FUNDS
FOR THE MONTH OF DECEMBER 2022

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

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

<i>From: (Fund)(cr)</i>	<i>Amount</i>	<i>To: (Fund) (db)</i>	<i>Amount</i>
Sunset Meadows I	\$ 247.55	Sunset Meadows I Security Deposits	\$ 247.55
Sunset Meadows II	\$ 256.89	Sunset Meadows II Security Deposit	\$ 256.89
TOTALS	<u>\$ 504.44</u>	TOTALS	<u>\$ 504.44</u>

Adopted this 14th day of February, A.D. 2023

Chairman

_____)
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 14th day of February, A.D. 2023

Clerk & Recorder

RESOLUTION 2023-17
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 1/21/23

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 2/3/23 Payroll

FROM FUND:

General	0010.7000	\$253,487.17 cr
Road & Bridge	0020.7000	\$168,344.49 cr
Landfill	0070.7000	\$14,783.63 cr
Airport	0120.7000	\$676.26 cr
Library	0130.7001	\$9,651.35 cr
Maybell WWTF	0280.7000	\$0.00 cr
Health & Welfare	0080.7000	\$0.00 cr
Senior Citizens	0170.7000	\$7,366.57 cr
Mo Co Tourism	0320.7000	\$3,183.89 cr
PSC Jail	0072.7000	\$70,360.37 cr
Human Services	0030.7100	\$57,367.02 cr
Public Health	0065.7000	\$13,723.92 cr
SM I	0168.7000	\$3,631.74 cr
SM II	0169.7000	\$4,249.30 cr

TO FUND:

Warrant	0100.1000	\$606,825.71 dr
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Adopted this _____ day of _____ A.D. 2023

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

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

WITNESS my hand and seal this _____ day of _____ A.D. 2023.

County Clerk & Ex-officio

RESOLUTION 2023-23
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 2/4/23

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 2/17/23 Payroll

FROM FUND:

General	0010.7000	\$254,686.74	cr
Road & Bridge	0020.7000	\$197,997.88	cr
Landfill	0070.7000	\$16,117.25	cr
Airport	0120.7000	\$740.80	cr
Library	0130.7001	\$11,192.11	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$8,309.65	cr
Mo Co Tourism	0320.7000	\$3,505.66	cr
PSC Jail	0072.7000	\$73,665.88	cr
Human Services	0030.7100	\$61,356.08	cr
Public Health	0065.7000	\$14,408.19	cr
SM I	0168.7000	\$4,028.91	cr
SM II	0169.7000	\$4,716.38	cr

TO FUND:

Warrant	0100.1000	\$650,725.53	dr
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Adopted this 14th day of February, A.D. 2023

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of

RESOLUTION 2023-18
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF FEBRUARY 2023
CORRECTION to Resolution 2023-15

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:

	Resolution Date:	2/14/2023		
FROM FUND:				
General	110	<u>(\$28,759.35)</u>	DR	0010.7000
Road & Bridge	200	<u>\$1,191.87</u>	CR	0020.7000
Landfill	240	<u>\$84.98</u>	CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	<u>\$3,145.79</u>	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$612.00</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	<u>\$1,075.87</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
Telecommunications	520	<u>\$1,617.16</u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$4,524.82</u>	CR	0320.7000
PSC - JAIL	210	<u>\$3,023.79</u>	CR	0072.7000
Human Services	220	<u>\$1,413.23</u>	CR	0030.7100
Public Health	250	<u>\$6,397.97</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$2,487.79</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$2,394.28</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
ACET	275	<u>\$789.80</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$0.00</u>	DR	

RESOLUTION 2023-19
VOIDED WARRANTS RESOLUTION
FOR THE MONTH OF FEBRUARY

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:

2/14/2023

TO: WARRANT FUND 10-0000-2003 \$ 19,964.88 dr

VOID FUND	WARRANT #		VENDOR NAME	
DHS	434915	11/9/2022	Anthony Kirk lost	\$ 54.50
OEM	435114	12/15/2022	CNC Technical Services lost	\$ 19,910.38

FROM: WARRANT FUND 10-0000-1001 \$ 19,964.88 cr

Adopted this 14th day of February, 2023

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify 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 14th day of February, A.D. 2023

County Clerk & Ex-officio

RESOLUTION 2023-21
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF DECEMBER 2022

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

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

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

	Check Date:	2/14/2023	
FROM FUND:			
General	110	<u>\$34,556.44</u>	CR 0010.7000
Road & Bridge	200	<u>\$59,397.60</u>	CR 0020.7000
Landfill	240		CR 0070.7000
Airport	260		CR 0120.7000
Emergency 911	270		CR 0350.7000
Capital Projects	510	<u>\$15,000.00</u>	CR 0160.7000
Conservation Trust	211		CR 0060.7000
Library	212	<u>\$71.18</u>	CR 0130.7001
Maybell Sanitation	610		CR 0280.7000
Health & Welfare	720	<u>\$84.81</u>	CR 0080.7000
Senior Citizens	215		CR 0170.7000
Internal Service Fund	710		CR 0325.7000
Lease Purchase Fund	410		CR 0175.7000
NCT Telecom	520		CR 0166.7000
Mo Co Tourism Assoc	219		CR 0320.7000
PSC - JAIL	210	<u>\$7,378.08</u>	CR 0072.7000
Human Services	220	<u>\$33,923.22</u>	CR 0030.7100
Public Health	250		CR 0065.7000
Sunset Meadows I	910	<u>\$116.73</u>	CR 0168.7000
Sunset Meadows I Security	910		CR 0167.7000
Sunset Meadows II	920	<u>\$116.72</u>	CR 0169.7000
Sunset Meadows II Security	920		CR 0171.7000
Museum	229		CR 0310.7000
ACET	275		CR 0040.7000
Shadow Mountain LID	530		CR 0110.7000
MC Local Marketing District	231		CR 0050.7000
To Fund			
Warrant		<u>\$150,644.78</u>	DR

Adopted this 14th day of February, 2023

Chairman

RESOLUTION 2023-22
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF FEBRUARY 2022

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

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

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

	Check Date:	2/14/2023	
FROM FUND:			
General	110	\$167,710.88	CR 0010.7000
Road & Bridge	200	\$67,285.10	CR 0020.7000
Landfill	240	\$2,068.80	CR 0070.7000
Airport	260	\$613.47	CR 0120.7000
Emergency 911	270	\$183.33	CR 0350.7000
Capital Projects	510	\$6,788.81	CR 0160.7000
Conservation Trust	211		CR 0060.7000
Library	212	\$8,924.99	CR 0130.7001
Maybell Sanitation	610	\$1,307.51	CR 0280.7000
Health & Welfare	720	\$234,896.01	CR 0080.7000
Senior Citizens	215	\$1,675.92	CR 0170.7000
Internal Service Fund	710	\$569.42	CR 0325.7000
Lease Purchase Fund	410		CR 0175.7000
NCT Telecom	520		CR 0166.7000
Mo Co Tourism Assoc	219	\$2,552.39	CR 0320.7000
PSC - JAIL	210	\$25,606.08	CR 0072.7000
Human Services	220	\$17,731.13	CR 0030.7100
Public Health	250	\$11,510.06	CR 0065.7000
Sunset Meadows I	910	\$22,153.06	CR 0168.7000
Sunset Meadows I Security	910		CR 0167.7000
Sunset Meadows II	920	\$18,238.56	CR 0169.7000
Sunset Meadows II Security	920		CR 0171.7000
Museum	229		CR 0310.7000
ACET	275		CR 0040.7000
Shadow Mountain LID	530	\$13.00	CR 0110.7000
MC Local Marketing District	231	\$6,334.25	CR 0050.7000
To Fund			
Warrant		\$596,162.77	DR

Adopted this 14th day of February, 2023

Chairman

CONTRACT OF SERVICES AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 10TH day of January, 2023, by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and X Field Services, ("Contractor"), whose address is P.O. Box 1313 Craig, CO 81626.

WHEREAS, the Contractor has been selected to provide services; and

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

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

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

1. **Scope of Work.** The Contractor shall pickup and dispose of Salvage Metal and perform in a satisfactory and proper manner, as determined by the BOCC, the work identified in the January 1, 2023 Salvage Metal (Pickup and Disposal) Specifications, for the Moffat County Road and Bridge Department and Moffat County Landfill, attached to and incorporated in this Agreement by reference as "Exhibit A".

2. **Time of Performance.** Services of the Contractor shall commence on the 1st day of January, 2023, and shall be substantially completed on or before December 31, 2023 no matter the date of execution of this Agreement.

3. **Compensation/Appropriation.** Contractor shall pay the Moffat County Road Department for Salvage Metal Twenty-Nine Dollars and Zero Cents (\$29.00) per ton for loads picked up at 822 E. 1st Street and shall pay the Moffat County Landfill for Salvage Metal Twenty-Nine Dollars and Zero Cents (\$29.00) per ton for loads picked up at 1806 County Road 107. Payments shall be sent to P.O. Box 667, Craig, CO 81626.

4. **Method of Payment.** Each load must be weighed and a scale ticket must be included with payment detailing date of pickup and total tons picked up at each location. **Payment must be made by the 20th of each month for loads picked up the previous month.**

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

6. **Audits and Inspections.** At any time during normal business hours and as often as the BOCC may deem necessary, Contractor shall make its records with respect to matters covered by this Agreement available for examination. The Contractor shall permit the BOCC to audit, examine, and

make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement. The BOCC may call for a certified, independent audit to be performed by a mutually agreed upon auditor.

7. Independent Contractor.

- A. The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of nor have any contractual relationship with the BOCC.
- B. Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.
- C. None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

8. No Assignment. The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

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

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

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

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

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

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

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

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

12. Document Ownership - Works Made for Hire. All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections. The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

13. Termination for Cause. If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the

Contractor, the BOCC may withhold access to the containers until such time as the exact amount of payment due the BOCC from the Contractor is determined.

14. Termination for Convenience. The BOCC may terminate this Agreement without cause at any time by giving at least thirty (30) days written notice to the Contractor. If the Agreement is terminated for the convenience of BOCC, the Contractor shall pay for loads in accordance with Paragraph 3 of this Agreement.

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

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

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

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.

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:

Road and Bridge Representative:

Dan Miller
Moffat County Road Department
P. O. Box 667
Craig, CO 81626

Contractor:

Jake Haskins
X Field Services
P.O. Box 1313
Craig, CO 81626

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.

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.

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

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.

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

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

Attest:

By:

Donald Broom, Chair

Clerk to the Board

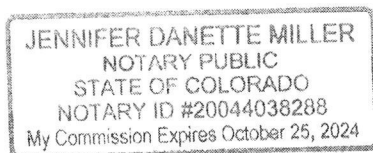
CONTRACTOR:

By:

STATE OF COLORADO)
) ss.
COUNTY OF Moffat

The foregoing instrument was acknowledged before me this 25th day of January, 2023, by Jake Haskins in their capacity as Contractor
(title) of X Field Services LLC.

MY COMMISSION EXPIRES: 10/25/2024



Jennifer Danette Miller
Notary Public

"EXHIBIT A"

**MOFFAT COUNTY
2023
SALVAGE METAL (Pickup and Disposal) SPECIFICATIONS**

December 6, 2022

PURPOSE OF ADVERTISEMENT FOR BID: Moffat County is requesting bids for the pickup and disposal of salvage metal. Payment to Moffat County will be based on a per ton price. Payments shall be made to the Moffat County Road Department, P.O. Box 667, Craig, CO, 81626. Each load must be weighed and a scale ticket must be included with payment detailing date of pickup and total tons picked up at each location. Loads may be weighed at the Moffat County Landfill at no charge to successful Bidder.

Salvage metal may consist of several different types, including but not limited to: used grader/dozer/plow truck cutting edges, used galvanized culverts, aluminum, copper, old bicycles, bed frames and springs, used appliances, old bridge decking and salvage steel.

Bidder shall furnish one (1) 4-yard container (approximately) to be located at the Moffat County Road Department, 822 E. 1st Street, Craig, CO and one (1) 45-yard to 50-yard container (approximately) to be located at the Moffat County Landfill, 1806 County Road 107, Craig, CO. Container sizes are approximate. The 45 to 50-yard container may be split into two smaller containers.

Approximate rate of pickup averages are as follows:

Moffat County Road Department	Once per quarter
Moffat County Landfill	Two times per month during warmer months and Once per month during colder months

Containers must be in place at all times at both locations. Bidder is responsible for pickup and disposal of salvage material. Moffat County can notify the successful Bidder when containers need to be emptied.

TERM OF CONTRACT: The term of the contract shall start on January 1, 2023 and expire on December 31, 2023.

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

- Worker's 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.

- 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.
 - Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured". 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.
 - 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."
 - Proof of Insurance - The vendor 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.
-



Date Grant Documents Received by Grant Review Committee: _____

ROUTING:

Original - Requesting Department File
Copy - Grant Review Committee(GRC)
Copy - Other _____

GRANT REVIEW ROUTING FORM

REQUESTING DEPARTMENT:	Moffat County Public Health		
Contact Person:	Sarah Copeland	Phone:	970-629-4002
		Email:	sarahcopeland@moffatcounty.net
GRANT SOURCE:	Colorado Department of Public Health and Environment		
GRANT PROPONENT:	\$10,000	COUNTY MATCH:	\$0.00
		GRANT AMOUNT:	\$10,000.00

STATEMENT OF PURPOSE of GRANT:

Grant monies would be used to provide community education on safe handling and storage practices for firearms, lockable firearm storage, and sponsorships for hunter's safety.

The Grant Proponent **shall** submit a draft of the grant application and a written narrative describing the grant program, together with a statement of the expected benefits of the grant to Moffat County and the expected costs to the County in accepting the grant.

* The Grant Proponent **shall** submit the above information to the Grant Review Committee at least two (2) weeks before the date of a pre-application review of the Grant.

** Note: It's the Grant Proponent's responsibility to learn the Moffat County Grant Policy and to comply with its requirements.

GRANT POLICY PROVISIONS:

In applying for and accepting Grants, the following considerations must be evaluated:

- | | |
|--|---|
| <input checked="" type="checkbox"/> The Grant meets the scope and mission of Moffat County; | <input checked="" type="checkbox"/> Organizational and personal conflicts of interest; |
| <input checked="" type="checkbox"/> Cost/benefit of administration, reporting, etc.; | <input checked="" type="checkbox"/> Future costs and staffing needs that occur after the grant period ends; |
| <input checked="" type="checkbox"/> Current and future impacts on staffing and operations; | <input checked="" type="checkbox"/> Correlation with other existing and reasonably potential grants; |
| <input checked="" type="checkbox"/> Appropriate financial accounting can reasonably be accomplished; | <input checked="" type="checkbox"/> TABOR implications, both short-term and long-term; |
| <input checked="" type="checkbox"/> Appropriate staff support exists for implementation & administration; and | |
| <input checked="" type="checkbox"/> Compliance w/ Office of Management of Budget Code of Fed. Regs. (2 CFR 200). | |

The Grant Proponent shall include any written informational materials concerning the grant program, at a minimum shall include the following:

Application Deadline: 02/09/2023	Personnel impact: Minimal
Grant start and end date (duration): 04/01/23-06/30/23	Asset impact: minimal
In-kind proposed: \$0	Letter of support requirements: none
Proposed Grant Administrator: Sarah (Becky) Copeland	Supplemented services or items: none

REVIEW COMMITTEE REVIEW & RECOMMENDATIONS:

The Grant Review Committee has analyzed the benefits and costs of the proposed grant and believes this grant:

- ☒ is a value of benefits likely to be received by Moffat County from the Grant with a classification of: ☒ New ☐ Existing ☒ One-Time
☒ Costs to Moffat County (soft and/or hard match elements) of complying with the terms of the grant are:

- ☒ Are there less cost alternatives available for obtaining the benefits that would be available through the grant? ☐ Yes ☒ No ☐ Unknown
☒ Is there ability and management capacity of Moffat County to staff to administer the grant? ☒ Yes ☐ No ☐ Unknown
☒ Is this proposed grant to be "passed through" to another agency, the ability of sub-grantee to administer the grant? ☐ Yes ☒ No ☐ Unknown

OTHER RECOMMENDATIONS:

COMMITTEE'S APPROVAL RECOMMENDATION:

☒ Recommended for Approval ☐ NOT Recommended for Approval

Date: 4/31/2023

Moffat County Grant Review Coversheet

Grant Name: Gun Violence Prevention Mini Grant

Proposed Grant Administrator: Moffat County Public Health Department, Sarah (Becky) Copeland Public Health Director

Summary of Grant: Grant monies provided to MCPH for gun safety and gun violence prevention in Moffat County.

Total Grant Amount if Awarded: \$10,000

Classification: ☒ New Existing ☒ One-Time

County or Other Match Required: \$0.00

Grant Review Committee Finding:

Committee Summary

This is a new grant offered by the Office of Gun Violence Prevention at CDPHE. MCPH will use the money awarded by this grant to fund safe firearm usage education for the community by providing a few sponsorships for hunter's safety education, lockable gun storage cases, and community education on the safe storage and handling of firearms.

Cost/Benefit Analysis:

Costs:

All costs Moffat County Public Health accrues, as in, personnel costs, supply costs, etc. will be covered by the monies awarded to us by this grant.

Benefits:

Moffat County is the elk hunting capital of the world. We have guns! This grant will help Moffat County Public Health assist in helping to keep the community safe by educating the population in safe gun storage and handling practices. According to multiple evidence-based practices, safe storage of firearms and the education to providing safe storage, is incredibly useful in preventing unintentional gun injuries, homicides, mass shootings, and adolescent suicides. As well as preventing theft of firearms.

**MOFFAT COUNTY DEPARTMENT OF HUMAN SERVICES
LEGAL REPRESENTATION AGREEMENT**

THIS AGREEMENT, made and entered into by and between the Moffat County Department of Human Services, hereinafter called the "Department", and **Casey Quillen, Attorney at Law**, 27373 Brandon Circle, Steamboat Springs, CO 80487, hereinafter called "Attorney." This Agreement shall be effective beginning February 1, 2023, no matter the date this Agreement is signed by all the parties.

WITNESSETH: That for and in consideration of the premises, the parties agree as follows:

1. Attorney agrees to provide legal services as requested by the Department during the term of this Agreement any time a conflict arises for the County Attorney or as determined appropriate by the Department. Legal services shall include, but are not limited to the following: (a) legal research; (b) drafting pleadings; (c) drafting contracts; (d) representing the Department in Court appearances and litigation; (e) advising the Department upon legal issues, and interpretation of regulations, statutes, and case law; and (f) providing services incidental to those listed above, and otherwise normal and necessary for the efficient operation of the Department.
2. Attorney is an independent contractor and shall not be deemed to be an employee of the Department for any purpose. Attorney shall provide all materials necessary to perform all services to be provided as described herein. The Attorney is expected to perform the duties at Attorney's own expense, receiving no additional reimbursements for expenses without prior approval from the Department (i.e., computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.). In addition, the Attorney is responsible for all employment expenses of its employees, including tax withholding, worker's compensation, unemployment, retirement, health insurance, and other related costs. The Attorney agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Attorney's property, which may occur during the performance of duties needed to complete this contract. The Attorney also agrees to indemnify and hold the Department harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Agreement.
3. The amount to be expended pursuant to this Agreement shall be up to a maximum of **\$5,000.00** which can be increased subject to authorizations by the Department and the Moffat County Board of County Commissioners. The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein.
4. The Department agrees to pay Attorney the sum of **ONE HUNDRED (\$100.00) per hour for each hour of legal services** including court appearances for hearings involving the Department. The Department shall pay Attorney **SIXTY-FIVE AND ONE-HALF CENTS (65.5¢) per mile** for all mileage traveled by Attorney on behalf of the Department. In addition, the Department shall pay the sum of **TWENTY-FIVE (\$25.00) per hour for each hour of travel time or any portion of hour thereof** traveled by the Attorney on behalf of the Department between the Attorney's Steamboat Springs, Colorado office or home to Craig,

Colorado or as otherwise directed and authorized by the Department. For any trip that involves the Attorney providing legal services to multiple clients and/or multiple court dates, the Attorney will charge for travel time proportionate to the number of clients served in Moffat County.

The Attorney shall submit an itemized monthly billing to the Department for all fees and costs incurred pursuant to this agreement in accordance with the rules and regulations of the Colorado Department of Human Services. The Attorney shall submit all itemized monthly billings to the Department prior to the sixth (6th) day of the month following the month the cost was incurred. Billings must be signed by the Attorney.

5. Insurance. Attorney does not elect herself as her own employee. At all times during the term of this Agreement, Attorney shall maintain the following insurance in the minimum coverage limits specified:

In the event Attorney hires an employee or employees or Attorney elects to consider herself as her own employee, Attorney 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;

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

Professional Liability Insurance: \$250,000 per claim, and \$500,000 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, Attorney 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 companies authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. Attorney shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance shall be provided by Attorney to the Department as soon as Attorney has an employee or elects to consider herself as her own employee. Proof of Professional Liability Insurance is required. Certificates of insurance shall be delivered to Moffat County at the time originals of this Agreement, executed by the Attorney, are delivered to Moffat County's Representative, identified below. The Certificates shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to Moffat County.

6. The term of this Agreement shall be from February 1, 2023 through December 31, 2023, no matter the date the Agreement is signed.
7. The Department agrees to provide Attorney with access to all the records and documents as necessary to satisfactorily perform the services required by this Agreement.

Information provided by the Department for purposes of this Agreement shall be used only for the purpose intended and in accordance with federal and state laws and regulations.

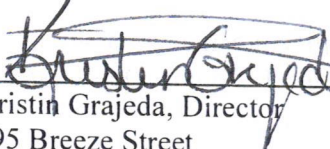
The Attorney shall provide for the security of information collected pursuant to this agreement and as provided in the rules and regulations of the Colorado Department of Human Services.

8. Attorney is legally present in the United States. See the attached Affidavit.
9. The Department shall have the right to access all records and documents prepared by Attorney on behalf of the Department.
10. No subcontract shall be made by the Attorney with any other party for furnishing any services contracted for without the prior written consent and approval of the Department. For services provided under any subcontract, the Attorney shall be responsible for contract performance and compliance with the terms and conditions of this agreement. The Attorney shall select subcontractors on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this agreement.
11. None of the funds, materials, property, personnel or services contributed by the United States, the State of Colorado, the Colorado Department of Human Services or the Department under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office in a manner which would constitute a violation of five (5) U.S.C. Sections 1501 *et. seq.*
12. In the event that Attorney fails to comply with the terms of this contract and provide services herein, the contract may be terminated by the Department upon ten (10) days written notice.
13. This contract may be terminated by either party upon thirty (30) days written notice.
14. The Attorney shall at all times during the execution of this agreement strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. This includes protection of the confidentiality of all recipient/applicant records, papers, documents, tapes and any other materials that have been or may hereafter be established which relate to this agreement. The Attorney acknowledges that the laws include Title IV (Title 45 Code of Federal Regulations), and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963 and the Education Amendments of 1972, and all regulations

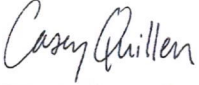
applicable to these laws prohibiting discrimination on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, handicap or ancestry.

DATED this 31st day of January, 2023.

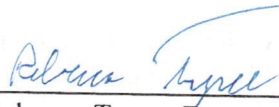
**MOFFAT COUNTY DEPARTMENT OF
HUMAN SERVICES**


Kristin Grajeda, Director
595 Breeze Street
Craig, CO 81625
Date 2/2/23

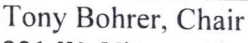
ATTORNEY


Casey Quillen, Attorney
27373 Brandon Circle
Steamboat Springs, CO 80487
Date 1/31/2023

MOFFAT COUNTY ATTORNEY


Rebecca Tyree, Esq.
221 W. Victory Way, Ste. 120
Craig, CO 81625
Date 1/31/23

**MOFFAT COUNTY BOARD OF
COUNTY COMMISSIONERS**


Tony Bohrer, Chair
221 W. Victory Way, Ste. 130
Craig, CO 81625
Date _____

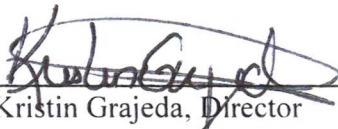
AGREEMENT AND MEMORANDUM OF UNDERSTANDING

COMES NOW, Kristin Grajeda, by and on behalf of the Moffat County Department of Human Services, Rebecca Tyree, County Attorney for Moffat County, Colorado, and Casey Quillen, Attorney, recite the following agreement regarding legal services to the Moffat County Department of Human Services.

1. Legal representation of the Moffat County Department of Human Services by Casey Quillen, Attorney, is possible if Casey Quillen is designated as Special County Attorney for the Department.
2. When a conflict arises for the Moffat County Attorney or as determined appropriate by the Department, Casey Quillen shall be designated as a Special County Attorney.
3. The Director of the Moffat County Department of Human Services is desirous that Casey Quillen represent the Department under such designation, and is willing to reimburse Casey Quillen for such representation.

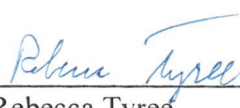
ACCORDINGLY, the parties agree that Attorney shall be designated as Special County Attorney to represent the Moffat County Department of Human Services in the event of a conflict for the Moffat County Attorney or as determined appropriate by the Department.

MOFFAT COUNTY DEPARTMENT OF HUMAN SERVICES


Kristin Grajeda, Director
595 Breeze Street
Craig, CO 81625


2/2/23
Date

MOFFAT COUNTY ATTORNEY


Rebecca Tyree
221 W. Victory Way, Ste. 120
Craig, CO 81625

1/31/23
Date

ATTORNEY


Casey Quillen, Attorney
27373 Brandon Circle
Steamboat Springs, CO 80487

1/31/2023
Date

ADDENDUM 1
TASK ORDER A
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED February 14, 2023

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into Task Order A made on July 12, 2022, between CITY OF CRAIG and MOFFAT COUNTY, COLORADO (Sponsor) and ARMSTRONG CONSULTANTS, INC., (Engineer) providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.
2. **LOCATION** -- Craig-Moffat County Airport, Craig, Colorado
3. **WORK PROGRAM** -- Attached
 - Element 1 -- *Rehabilitate Runway 7/25 (DESIGN ONLY)*
 - Element 2 -- *Rehabilitate Runway 7/25 Lighting (DESIGN ONLY)*
 - Element 3 -- *Rehabilitate Taxiway Connectors (CDOT FUNDED) (DESIGN ONLY)*
 - Element 4 -- *Rehabilitate Runway 7/25 (RSA GRADING DESIGN ONLY)*
4. **FEES** - The fees will be as noted below. (All lump sums)

Original Task Order A Total	\$470,045.00
Addendum 1	
Elements 1 and 2 -- Design (Removing RSA Grading Design)	
Preliminary Design	(\$8,500.00)
Final Design	(\$4,000.00)
Element 4 -- Design	
Preliminary Design	\$8,500.00
Final Design	\$4,000.00
Addendum 1 Total	\$0.00
Revised Task Order A Total	\$470,045.00
5. **ATTACHMENTS** - Required Contract Provisions for A/E Contracts Under Airport Improvement Program

SCOPE OF WORK
CRAIG-MOFFAT COUNTY AIRPORT
AIP NO. 3-08-0012-020-2022

ELEMENT #4 Rehabilitate Runway 7/25 (*DESIGN ONLY*)

1. Though Task Order A originally included the design effort associated with the Runway Safety Area (RSA) grading associated with the Runway 7/25 Rehabilitation project, the original environmental clearance document submitted for the grant did not account for this RSA grading work. Therefore, the cost associated with the RSA grading design is not eligible for reimbursement under this current grant. This scope amendment, which adds an additional work element (Element 4), is intended to quantify the cost of the design effort associated with the RSA grading so that the cost can be tracked separately. It is anticipated that the cost associated with the RSA grading design will be reimbursed under a future grant.

DEPARTMENT OF TRANSPORTATION

DBE PROGRAM – 49 CFR PART 26

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

Moffat County and the City of Craig, Colorado, hereafter referred to as the Sponsor, owner of Craig-Moffat County Airport, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, The Sponsor has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the Sponsor to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the Sponsor's policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Candace Miller, Airport Manager has been delegated as the DBE Liaison Officer. In that capacity, Candace Miller is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Sponsor in its financial assistance agreements with the Department of Transportation.

The Sponsor has disseminated this policy statement to the Board of County Commissioners, City Council and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on the Sponsor's DOT-assisted contracts. The distribution was accomplished by advertising the policy statement on the City of Craig website and displaying it in the City Hall.

Tony Bohrer, Chair
BOCC, Moffat County

Date

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: County of Moffat, Colorado

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): Craig-Moffat Airport (CAG)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	2022	\$ 98,994.00
Total		\$ 98,994.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

Colorado Plains Regional Airport (AKO)

Name of Receiving Airport's Sponsor: Town of Akron, Colorado

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2023 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: **JOHN P BAUER** Digitally signed by JOHN P BAUER
Date: 2023.02.03 09:31:46 -05'00'

Name: John P. Bauer

Title: Manager, Denver Airports District Office

Date: 02/03/2023

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____,

Name of Sponsor: County of Moffat, Colorado

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, Rebecca Tyree, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of _____ Colorado. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at Craig, Colorado (City, State),
this 8TH day of February, 2023.

Signature of Sponsor's Attorney: Rebecca Tyree Moffat County Attorney

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: County of Moffat, Colorado

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): Craig-Moffat Airport (CAG)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	2023	\$ 125,696.00
Nonprimary	2022	\$ 11,456.00
Total		\$ 137,152.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

Telluride Regional Airport (TEX)

Name of Receiving Airport's Sponsor: County of San Miguel/Telluride Regional Airport Authority

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2023 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: **JOHN P BAUER** Digitally signed by JOHN P BAUER
Date: 2023.02.03 09:41:35 -05'00'

Name: John P. Bauer

Title: Manager, Denver Airports District Office

Date: 02/03/2023

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____,

Name of Sponsor: County of Moffat, Colorado

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, Rebecca Tyree, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Colorado. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at Craig, Colorado (City, State),
this 8TH day of February, 2023,

Signature of Sponsor's Attorney: Rebecca Tyree Moffat County Attorney

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: County of Moffat, Colorado

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): Craig-Moffat Airport (CAG)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	2023	\$ 24,304.00
Total		\$ 24,304.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

Erie Municipal Airport (EIK)

Name of Receiving Airport's Sponsor: Town of Erie, Colorado

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2023 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: **JOHN P BAUER** Digitally signed by JOHN P BAUER
Date: 2023.02.03 09:37:05 -05'00'

Name: John P. Bauer

Title: Manager, Denver Airports District Office

Date: 02/03/2023

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____,

Name of Sponsor: County of Moffat, Colorado

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, Rebecca Tyree, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of _____ Colorado. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at Craig, Colorado (City, State),
this 8th day of February, 2023,

Signature of Sponsor's Attorney: Rebecca Tyree Moffat County Attorney



MEMORANDUM OF UNDERSTANDING BETWEEN MOFFAT COUNTY PUBLIC HEALTH AND MEMORIAL REGIONAL HEALTH

This Memorandum of Understanding (MOU) between The Memorial Hospital dba Memorial Regional Health, a Colorado county hospital (MRH or Hospital), located at 750 Hospital Loop, Craig, CO 81625, and Moffat County Public Health (MCPH) effective on the 8th day of February 2023 (Effective Date). MRH and MCPH are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

Moffat County Public Health (MCPH) is engaged in the provision of vital public health programs and services that help citizens of Moffat County live healthier lives.

MCPH provides services during a public health emergency to protect the citizens of Moffat County from disease, disability, and death.

MCPH requires additional resources and support to conduct vital services and effective emergency response activities.

MRH is a critical access hospital, engaged in the provision of health care services for the benefit of the residents of Craig, Colorado and surrounding areas, and therefore well-suited to support MCPH public health emergency response efforts.

Therefore, the Parties specifically agree as follow:

1. MRH agrees to assist MCPH in the event of a declared public health emergency and provide community support contingent upon the availability of workforce and financial resources in the following manner:
 - a) **Storage of Medication:** MRH will serve as a temporary back-up storage facility for temperature controlled medications or vaccinations;
 - b) **Security:** MRH will provide security for medication as necessary during transport and at points of drop off and dispensing in the event MCPH primary control measures fail for acceptable storage conditions with medications;
 - c) **Temperature Control:** MRH will serve as a back-up agency to maintain medications in acceptable storage conditions (refrigeration or freezer), as space allows, under the direction of the MCPH should their primary storage conditions or equipment fail; and
 - d) **Medication and Documentation:** MRH will return upon request all unused medication and completed documentation in its possession to MCPH.
2. **General Provisions:**
 - a) MCPH and MRH acknowledge and agree that this MOU is not intended or should be construed in any manner as creating or establishing a partnership or joint venture;

- b) MRH workforce resources loaned by the organization for the purpose of administering medication shall not be deemed employees, agents or contractors of MCPH for any purpose whatsoever, including but not limited to wages or salaries, insurance benefits, or other benefits.
- c) This MOU will automatically renew annually unless MRH or MCPH provides 60-day written notification of the termination of the agreement to the other Party.
- d) MCPH and MRH acknowledge and agree that this MOU shall be continuously reviewed by the Parties to jointly determine whether organizational changes impact the delivery of declared emergency services to the community and modify this MOU accordingly.
- e) MCPH and MRH agree to designate the following individuals to serve as primary organizational contacts for communication between each entity concerning this MOU:

Moffat County Public Health

Sarah Copeland
Director
473 Yampa Avenue
Craig, CO 81625
Phone: 970-846-7525 (Emergency)
Office: 970-629-4002

Memorial Regional Health

Jennifer Riley, MHA
Chief Executive Officer
750 Hospital Loop
Craig, CO 81625
Phone: 970-826-3102

MRH and MCPH have executed this MOU as of the dates set forth below:

Moffat County Board of Health

Tony Bohrer, Chair

Date

Moffat County Public Health Director

Sarah Copeland

Sarah Copeland, Director

2/8/2023

Date

Memorial Regional Health

Jennifer Riley
Jennifer Riley, CEO

2-8-2023
Date

COVER PAGE

Colorado Parks and Wildlife
Impact Assistance Grant Application
Authorized by C.R.S. §30-25-301 & 302, As Amended



County Moffat

Tax Year 2022

Date 2/6/2023

	<u>Acres</u>	<u>Amount Requested</u>
State Parks	N/A	N/A
State Wildlife Areas	14487	\$6,377.52
TOTALS	14487	\$6,377.52

County Commissioner:


Signature


Printed Name

Name & email address of person responsible for completing application
Larona McPherson lmcpherson@moffatcounty.net

Impact Assistance Grant Application Form - WILDLIFE

County MoffatTax Year 2022

WILDLIFE Parcel(s)/Schedule#(s)

Tax Area 1

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			\$0.00
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grazing	14168	\$7.20	\$102,009.60
			\$0.00
			\$0.00
			\$0.00
Forest Ag			\$0.00
			\$0.00
			\$0.00
			\$0.00
Waste			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Acres	14168		Combined Total \$102,009.60

Total Mill Levy for this Taxing Area 61.77700000Total WILDLIFE Amount Requested
for this Taxing Area \$6,301.85

Impact Assistance Grant Application Form - WILDLIFE

County Moffat

Tax Year 2022

WILDLIFE Parcel(s)/Schedule#(s) Parcel #0863-181-00-015 Acct #R004749, Parcel #0863-083-00-014
Acct #R004745, Parcel #0863-074-00-013 Acct #R004744

Tax Area 05-01J

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			\$0.00
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grazing	80	\$3.84	\$307.20
	80	\$3.84	\$307.20
	159	\$3.84	\$610.56
			\$0.00
Forest Ag			\$0.00
			\$0.00
			\$0.00
			\$0.00
Waste			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Acres	319		Combined Total \$1,224.96

Total Mill Levy for this Taxing Area 61.77700000

**Total WILDLIFE Amount Requested
for this Taxing Area \$75.67**

**MEMORANDUM OF UNDERSTANDING
AMONG THE
U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT,
COLORADO STATE OFFICE
AND
MOFFAT COUNTY
FOR
DEVELOPMENT OF THE
GREATER SAGE-GROUSE RESOURCE MANAGEMENT PLAN AMENDMENT AS
DETERMINED THROUGH THE NATIONAL ENVIRONMENTAL POLICY ACT OF
1969 (NEPA) & THE FEDERAL LAND POLICY & MANAGEMENT ACT OF 1976
(FLPMA)**

I. Introduction

The U.S. Department of the Interior, Bureau of Land Management, Colorado State Office (herein referred to as "BLM"), and Moffat County, collectively referred to herein as "the Parties," enter this Memorandum of Understanding (MOU) establishing a cooperating agency relationship, providing a framework for cooperation and coordination, and documenting agreed upon procedures, roles and responsibilities for the purpose of preparing plan amendments for Greater Sage-Grouse (GRSG) management in the BLM's land use plans, and for development of this Greater Sage-Grouse Resource Management Plan Amendment as determined through NEPA & FLPMA.

The BLM is the lead agency with responsibility for the completion of the RMPA as determined through the NEPA process and the Record of Decision. The BLM acknowledges that the Cooperator has special expertise applicable to the RMPA and the governing NEPA process, as defined at 40 CFR 1508.1. Moffat County is a Cooperating Agency due to special expertise with County plans and resources within the County.

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.7-8), the BLM's planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2.5). This MOU will facilitate an environmental review process that will satisfy the purpose for the RMPA as determined through NEPA & the coordination authorities provided in FLPMA.

II. Background

The BLM amended or revised land use plans in 2014 and 2015 in the States of California, Colorado, Idaho, Montana, Nevada, North Dakota, Oregon, South Dakota, Utah, and Wyoming (2015 Sage-Grouse Plan Amendments) to provide for greater sage-grouse (GRSG) conservation on public lands. Subsequently, the BLM amended several of those plans in 2019 in the States of California, Colorado, Idaho, Nevada, Oregon, Utah, and Wyoming (2019 Sage-Grouse Plan Amendments). On October 16, 2019, the United States District Court for the District of Idaho preliminarily enjoined the BLM from implementing the 2019 Sage-Grouse Plan Amendments (Case No. 1:16-CV- 83-BLW).

This current planning process will build off the prior amendments and NEPA by incorporating new science, climate change considerations, and address continued GRSG and sagebrush habitat loss and GRSG population declines as determined through best available science. Where existing planning decisions are still valid, those decisions may remain unchanged. Throughout the prior planning efforts, GRSG planning and management has consistently been a collaboration with cooperating agencies, based on science, and it will continue to be.

The 2015 and 2019 efforts provide a foundation for GRSG conservation. Whether the changes were made through state-wide land use plan amendments or field office plan revisions, each of those efforts was a component of the larger effort to consider changes to BLM land use plans to provide for GRSG conservation. This NEPA effort will consider potential changes in GRSG management contained in BLM land use plans, culminating in the issuance of Records of Decision for each state/region. The NEPA process will consider amending BLM land use plans throughout the range of the GRSG, except for populations in Washington and the Bi-State population in California/Nevada.

Within Northwest Colorado, the BLM manages approximately 1.8 million acres of GRSG habitat within the Colorado River Valley Field Office, the Grand Junction Field Office, the Kremling Field Office, the Little Snake Field Office, and the White River Field Office.

III. Purpose

- A. To recognize the BLM as the lead agency with responsibility for the completion of the RMPA/EIS and Record of Decision (ROD). The BLM determined that the NEPA process will adequately analyze the impacts of the proposed Project because the effects of the Proposed Action are likely to significantly affect the quality of the human environment.
- B. To recognize Moffat County as a Cooperating Agency in the RMPA/ NEPA process and in compliance with FLPMA and 43 CFR 1610.3-1.
- C. To provide a framework for cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the RMPA and the NEPA process in a timely, efficient, and thorough manner that satisfies compliance requirements,

including completion of a document in less than two years (Notice of Intent to Record of Decision) and following 40 CFR 1502.7 Page limits.

- D. To formalize the commitment among the Parties regarding their respective responsibilities and expertise in the RMPA/ NEPA process.

IV. Authority

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
 - 1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*).
 - 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 *et seq.*).
- B. Regulations implementing the above authorities:
 - 1. Council on Environmental Quality regulations (40 CFR §1501.7 and 1501.8.)
 - 2. U.S. Department of the Interior's NEPA regulations, 43 CFR parts 46, *et seq.*, and its regulation regarding Cooperating Agencies, 43 CFR § 46.225(d)
 - 3. Bureau of Land Management planning regulations (43 CFR 1601 *et seq.*)
- C. The authorities for Cooperator to enter into this MOU include, but are not limited to:
 - 1. Colorado Constitution Article XIV, Section 18(2)(a).
 - 2. C.R.S. Section 30-11-101
 - 3. C.R.S. Title 29, Article 1, Part 2, Intergovernmental Relationships

This MOU does not grant the signatories any additional rights or powers, nor does it excuse the signatories from fulfilling any other statutory obligation they might have. Each Party is responsible for its own actions/omissions. This MOU does not incur upon the signatories a shared statutory responsibility to fulfill the obligations of the other signatories.

V. Roles and Responsibilities

- A. Responsibilities of all Parties:
 - 1. The Parties agree to participate in this planning process in good faith and make all reasonable efforts to resolve disagreements.
 - 2. Each party agrees the RMPA and resultant NEPA documents will be prepared in 150 pages or fewer (excluding appendices) unless the proposal is considered to be of unusual scope or complexity at which time it shall be 300 pages or fewer and will be completed within two years of Notice of Intent publication. The exception to these regulations allow for a senior agency official to approve a longer period in writing and establish a new time limit under 40 CFR 1501.10(b)(2) and/or a

statement that the EIS can exceed 300 pages with a new page limit under 40 CFR 1502.7.

3. The Parties agree to comply with the planning schedule provided as Attachment B, which includes timeframes for RMPA/ NEPA milestones and timeframes for Cooperating Agency reviews and submissions.
4. Each Party agrees to fund its own expenses associated with the project. This MOU does not authorize funding from or to either party.
5. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).

B. Lead Agency (BLM) Responsibilities:

1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents. The BLM's responsibilities include determining the purpose of and need for the EIS, selecting alternatives for analysis, identifying effects of the proposed alternatives, and selecting the preferred alternative. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.
2. To the fullest extent consistent with its responsibilities as lead agency, the BLM will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the RMPA/ NEPA process, giving particular consideration to those topics on which the Cooperators are acknowledged to possess jurisdiction by law or special expertise.
3. To the fullest extent practicable, after consideration of the effect such releases may have on the BLM's ability to withhold this information from other parties, the BLM will provide the Cooperators with copies of documents utilized in the NEPA process relevant to the Cooperators' responsibilities, including technical reports, data, analyses, comments received, and working drafts related to environmental reviews.
4. Ensure that Parties receive the internal draft and final NEPA documents and have an opportunity to review and comment on the documents. Additionally, responsibilities include coordinating with cooperating agencies during opportunities outlined in Attachment A.
5. Provide the schedule to Cooperating Agencies as soon as it is available. The schedule may or may not be modified if a party cannot meet a milestone. Overview of milestones are outlined in Attachment B.
6. Maintain records management and the decision file to provide for the official Project Record, protecting all proprietary information and data collected to the extent allowed by the Freedom of Information Act, the Privacy Act, and/or other Federal law.

7. BLM shall have the lead role for National Historic Preservation Act (NHPA) and Section 106 compliance as well as NEPA compliance. This lead agency designation includes fulfilling the collective responsibilities of the Cooperating Federal Agencies under Section 106 of the NHPA for this undertaking on federally owned or managed lands, including tribal consultation per 36 CFR 800.2(a)(2).
8. BLM shall assume the lead role for special status species Section 7 consultation of Endangered Species Act.

C. Cooperating Agency Responsibilities:

1. Moffat County participating as a Cooperating Agency in this RMPA/ NEPA process is recognized to have special expertise in the following areas within the County: local land use information; resource management; recreation; socioeconomics; soliciting public opinion; and engaging in matters relating to public land use and other county matters.
2. The Cooperator will provide information, comments, and technical expertise to the BLM regarding those elements of the RMPA contemplated in the NEPA process, and the data and analyses supporting them, in which it has special expertise or for which the BLM requests their assistance.
3. Within the areas of their special expertise, the Cooperator may participate in activities that include, but are not limited to providing guidance on public involvement strategies; identifying data needs; assisting with alternative development to resolve issues; identifying effects of alternatives; and providing written comments on administrative drafts of the RMPA as determined through the NEPA process and supporting documents (participation identified in Attachment A).
4. Provide comments within the timeframe identified in the schedule. Limit comments to those matters for which the Cooperating Agency has special expertise with respect to any environmental issue (40 CFR 1501.8(7)).
5. If a milestone is anticipated to be missed, elevate any issue that may affect the ability to meet the schedule to BLM for timely resolution. Additional time may not be granted.

VI. Other Provisions

- A. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
- B. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this

MOU.

- C. Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third-party contractors, having a financial interest in the outcome of the RMPA NEPA process. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.
- D. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperators disagree on substantive elements of the RMP NEPA process (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperators' views in the Draft & Final RMPA/ NEPA documents. The BLM will also describe substantial inconsistencies between its preferred alternative and the objectives of state, local, or tribal land use plans and policies and indicate any appropriate methods, procedures, actions and/or programs which the State Director believes may lead to resolution of such inconsistencies (43 CFR 1610.3-1(d)(3).
- E. Management of information. Any records or documents generated under this MOU shall become part of the official BLM record maintained in accordance with BLM record management policies. Moffat County acknowledges that all supporting materials and draft documents may become part of the administrative record and thus, would be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The cooperating agencies will keep confidential and protect from public disclosure (unless required by law) any and all documents related to, or generated by, this agreement. BLM will comply with the Freedom of Information Act (FOIA), Privacy Act, and other relevant Department of Interior or BLM regulations, which may require public review or disclosure of documents in the administrative record. The BLM acknowledges that Moffat County's handling of these materials may be impacted by state-specific open records laws. The Parties agree that the BLM at its discretion may withhold from the cooperator those documents that would otherwise be available for public release under (§ 24-72-201 to 206, C.R.S.).
- F. Conflict Resolution. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts. In the event any disagreement between the parties cannot be resolved between the parties in a reasonable time, either party may refer the disagreement to the Colorado BLM State Director to attempt timely resolution of the issue. The decision of the Colorado BLM State Director will be the final decision for purposes of resolving the issue. The Parties acknowledge that BLM retains final responsibility for the analysis and decisions identified in the EIS and ROD. Nothing in this section waives Moffat County's ability to seek resolution through any and all means available to Moffat County.
- G. The BLM will retain a contractor to assist with portions of the RMPA and NEPA

document preparation. Cooperators may communicate with the contractor only through BLM's representative. The Cooperator acknowledges that the BLM retains the exclusive responsibility to authorize modifications to the contract, and that the Cooperator is not authorized to provide technical or policy direction regarding the performance of the contract.

- H. Contingent Upon Appropriations and Authorization. Where activities provided for in the agreement extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the agreement.
- I. Contingent on Apportionment or Allotment of Funds. The expenditure or advance of any money or the performance of any obligation of the United States under this MOU shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the United States for failure to perform any obligation under this MOU in the event that funds are not appropriated or allotted.

VII. Agency Representatives

Each Party will designate a representative as described in Attachment C to ensure coordination between the Cooperator and the BLM during the planning process. Each Party may change its representative by providing written notice to the other Parties.

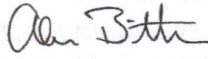
VIII. Administration of the MOU

- A. Approval: This MOU becomes effective upon signature by the authorized officials of the BLM and the Cooperator.
- B. Amendment: This MOU may be amended through written agreement of all signatories.
- C. Termination: If not terminated earlier, this MOU will end when the Proposed RMPA as determined through the NEPA process is accepted by the BLM State Director. Any Party may end its participation in this MOU by providing written notice to the other Party.
- D. Withdrawal: Any party may withdraw from the MOU with 30 days written notice.

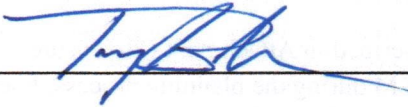
IX. Signatures

The Parties hereto have executed this MOU on the dates shown below.

BUREAU OF LAND MANAGEMENT (LEAD AGENCY)

By:  Digitally signed by ALAN
BITTNER
Date: 2023.01.31 12:09:12
-07'00' Date: 1/31/23
Alan Bittner, Deputy State Director - Resources
BLM Colorado

MOFFAT COUNTY (COOPERATING AGENCY)

By:  Date: 1/31/23
Tony Bohrer, Chairman
Moffat County Board of County Commissioners
Moffat County, Co

Attachment A
Cooperating Agency Participation in the Greater Sage-Grouse
RMPA-development as determined through the NEPA process

RMPA NEPA Stage	Potential Activities of Cooperating Agencies within acknowledged areas of expertise
Data sharing and identify issues	Identify data needs; provide data and technical analyses within the cooperator's expertise. Identify coordination or consultation requirements; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; collaborate in assessing scoping comments following the NOI.
Develop planning criteria	Provide any advice on proposed planning criteria. Identify pertinent elements of relevant plans and legal requirements that shape other policies and responsibilities.
Baseline assessment	Provide input on the Affected Environment, such as information on local monitoring and baseline data related to expertise.
Formulate alternatives	May cooperate with the BLM Colorado State Office in developing alternatives. Suggest goals and objectives for potential alternatives. Suggest land allocations or management actions to resolve issues. Suggest management actions to resolve issues.
Estimate effects of alternatives	Review, and where appropriate, may develop effects analysis within area of expertise; suggest models and methods of impact analysis; suggest mitigation measures for adverse effects.
Select the preferred alternative; issue Draft RMPA/ resultant NEPA documents	Cooperate with the BLM Colorado State Office in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on internal-Draft RMPA/-and resultant NEPA documents. Cooperating agencies may provide written, public comments on Draft RMPA/Draft NEPA documents if desired. Decision to select a preferred alternative and to issue a Draft is reserved to the BLM.
Respond to comments	As appropriate, review comments within expertise and provide assistance in preparing the BLM's responses.
Issue Proposed RMP/ Final NEPA documents	Action reserved to the BLM.
Initiate Governor's Consistency Review	Once initiated by the BLM, State Cooperating Agencies may contribute to the Governor's Consistency Review.
Resolve protests; modify Proposed RMPA/ Final NEPA documents if needed	Action reserved to the BLM. A cooperator that has provided information relevant to a protest may be asked for clarification. Cooperating relationship does not negate an agency's or government's rights to comment or protest the decision.
Sign Record of Decision	Action reserved to the BLM.

Attachment B: Schedule Overview

RMPA/EIS Schedule:

Please note that the timeframes are approximate. The BLM's intent is to complete an informed process in a timely manner.

	RMP/ NEPA Stage	Approximate Timeframe
1	Conduct scoping and identify issues	November 2021-March 2022
2	Collect inventory data	Spring-Fall 2022 (ongoing as becomes available)
3	Formulate alternatives	October 2022- January 2023
4	Analyze effects of alternatives	December 2022 – February 2023
5	Internal/Cooperating Agency Review of Administrative Draft RMP Amendment/Draft NEPA documents	March 17-31, 2023
6	Issue Draft RMP Amendment/Draft NEPA documents	July 7, 2023
7	90-Day Public Comment Period	July 8 – October 5, 2023
8	Respond to comments	October – December, 2023
9	Internal/Cooperating Agency Review of Administrative Proposed RMP Amendment/Final NEPA documents	November 19 – December 9, 2023
10	Issue Proposed RMP Amendment/Final NEPA documents	February 12, 2024
11	30-Day Protest Period and 60-Day Governor's Consistency Review	February 13 – March 13, 2024 February 13 – April 12, 2024
12	Record of Decision (ROD)	June 10, 2024

Attachment C

Agency Representatives

Bureau of Land Management

Primary Representative:

Diane Mastin Dixon (Project Manager)
BLM Colorado – Sage-Grouse Natural Resource Specialist
dmastindixon@blm.gov
(970) 244-3090

Backup Representative:

Melissa Garcia
BLM Colorado – Planning and Environmental Specialist
mgarcia@blm.gov
(719) 239-0494

Moffat County

Primary Representative:

Jeff Comstock
Natural Resources Director
jcomstock@moffatcounty.net
(970) 826-3400

Backup Representative:

Tony Bohrer
Moffat County Commissioner
tbohrer@moffatcounty.net
(970) 824-5517

TASK ORDER - HB22-1326 CONTRACTS ONLY

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	Contractor Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) 2221 West Victory Way, Suite 130 Craig CO 81625 For the use and benefit of Moffat County Public Health
Master Task Order Contract Number 23 FAA 00058 Task Order Number 2023-06 MOFF	Task Order Performance Beginning Date The later of the Task Order Effective Date or January 15, 2023
Task Order Maximum Amount Initial Term 1/15/2023 – 6/30/2023 \$0.00 Extension Terms Year 20xx \$0.00 Year 20xx \$0.00 Year 20xx \$0.00 Year 20xx \$0.00 Total for All Years \$0.00	Task Order Expiration Date June 30, 2023 Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
Pricing/Funding Price Structure: N/A Contractor Shall Invoice: N/A Funding Source: N/A	Miscellaneous: Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): 25-20.5-1101 Procurement Method: N/A Solicitation Number (if any): N/A
State Representative Sophie Feffer, Drug User Health Coordinator, STI/HIV/VH Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 sophie.feffer@state.co.us	Contractor Representative Sarah Copeland Moffat County Public Health 221 West Victory Way, Suite 115 Craig, CO 81625 sarahcopeland@moffatcounty.net
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A Additional Provisions Exhibit B Statement of Work	
Contract Purpose: This project serves to increase the availability of overdose prevention tools, specifically synthetic opiate detection tools, across the state of Colorado as part of a fentanyl education and prevention campaign.	

In accordance with §4.B of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (the "SOW"). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work is incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work.

This Task Order Project will be funded per Colorado Revised Statutes §25-1.5-115 and §25-20.5-1101. Funding is provided to eligible entities based on the need of the entity and the availability of non-laboratory synthetic opiate detection tests as determined by the Colorado Department of Public Health and Environment. Due to this funding structure, a budget will not be attached nor incorporated into this Task Order.

2. PAYMENT

The State shall pay Contractor the amounts shown on the Cover Page of this Task Order, in accordance with the requirements of the Statement of Work and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller or January 15, 2023, whichever is later.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p style="text-align: center;">CONTRACTOR Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) For the use and benefit of Moffat County Public Health</p> <div style="border: 1px solid black; border-radius: 5px; padding: 5px; display: inline-block; margin-bottom: 5px;">DocuSigned by:</div> <div style="display: flex; align-items: center;"><div style="border: 1px solid black; border-radius: 50%; padding: 5px; margin-right: 10px;">Tony Bohrer</div><div style="border-bottom: 1px solid black; flex-grow: 1;"></div></div> <div style="display: flex; align-items: center;"><div style="font-size: small; margin-right: 10px;">479E7EE9EA6C4C8...</div><div>By: Signature</div></div> <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between;">Tony Bohrer</div> <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between;">Name of Person Signing for Contractor</div> <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between;">Chair</div> <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between;">Title of Person Signing for Contractor</div> <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between;">Date:2023-01-26</div>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <div style="border: 1px solid black; border-radius: 5px; padding: 5px; display: inline-block; margin-bottom: 5px;">DocuSigned by:</div> <div style="display: flex; align-items: center;"><div style="border: 1px solid black; border-radius: 50%; padding: 5px; margin-right: 10px;">Lisa McGovern</div><div style="border-bottom: 1px solid black; flex-grow: 1;"></div></div> <div style="display: flex; align-items: center;"><div style="font-size: small; margin-right: 10px;">2EDF870A1A7D4FC...</div><div>By: Signature</div></div> <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between;">Lisa McGovern</div> <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between;">Name of Executive Director Delegate</div> <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between;">Procurement & Contracts Section Directorft</div> <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between;">Title of Executive Director Delegate</div> <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between;">Date:2023-01-26</div>
---	---

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

Andi Hardy

AC2AC54280C6401...

By: Signature

Andi Hardy

Name of State Controller Delegate

Controller

Title of State Controller Delegate

Effective Date:2023-01-27

--Signature Page End--

ADDITIONAL PROVISIONS
Original Master Task Order Contract Routing Number: 23 FAA 00058

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

1. Time Limit For Acceptance Of Deliverables.
 - a. Evaluation Period. The State shall have **forty-five (45)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
 - b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **forty-five (45)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
 - c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies.
2. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination. The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.
3. The Contractor shall comply with the following rules and regulations when performing data collection and entry, reporting, and the implementation of activities.
 - a. The guidelines and standards in Colorado Statutes are located on the following state of Colorado website and are incorporated and made part of this Contract by reference: <https://leg.colorado.gov/agencies/office-legislative-legal-services/colorado-revised-statutes>
 - i. Colorado Revised Statute § 25-4-404 concerning HIV infection.
 - ii. Colorado Revised Statute § 25-4-14 concerning HIV.
 - iii. Colorado Revised Statute § 18-4-412 concerning the theft of medical records.
 - iv. Colorado Revised Statute § 25-1-520 concerning syringe access programs.
 - v. Colorado Revised Statute § 25-1-122 named reporting of certain diseases
 - b. The guidelines and standards from the State Board of Health are located on the following State of Colorado website and are incorporated and made part of this Contract by reference: <https://www.sos.state.co.us/CCR>
 - i. Colorado State Board of Health Rules and Regulations for Epidemic and Communicable Disease Control (6 CCR 1009-1)
 - c. The CDPHE Communicable Reportable Conditions Guidelines are located on the following State of Colorado website and are incorporated and made part of this Contract for reference: <https://www.colorado.gov/pacific/cdphe/report-a-disease>
 - d. The CDPHE *STI and HIV funded partner guidance and policies* are identified below. These documents are incorporated and made part of this Contract for reference and are available on the following website: <https://www.colorado.gov/pacific/cdphe/sti-hiv-funded-partner-policies>
 - i. *Standards for HIV Prevention Services*
 - ii. *Standards for HCV Prevention Services*
 - iii. *Standards of Care for Prevention Services for People Who Use Drugs*
 - iv. *CDPHE Section Policy on Condom Distribution Involving Minors*

EXHIBIT A

- v. *Reporting Requirements for HIV and Viral Hepatitis Prevention Contractors*
- vi. *Guidelines for Legal and Operational Protection of Confidential HIV and Communicable Disease Public Health Reports and Records*
- vii. *Requirements of Collaboration with the CDPHE STI/HIV Client Based Prevention Program*
- viii. *CDPHE Linkage to Care Brochure*
- ix. *Use of Incentives Guidelines*

STATEMENT OF WORK

To Original Master Task Order Contract Routing Number: 23 FAA 00058

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

- I. Entity Name:** Moffat County Public Health (MCPH)
- II. Project Description:** This project serves to increase the availability of overdose prevention tools, specifically synthetic opiate detection tools, across the state of Colorado as part of a fentanyl education and prevention campaign. According to CDPHE's Drug Overdose Dashboard, we lost 1,881 Coloradans to fatal overdose - at least 912 of those deaths due to fentanyl. Colorado is seeing more fatal overdoses due to fentanyl than ever before with annual increases since 2018. Fatal overdose is preventable. These test strips will help save the lives of people who use drugs across the state because if fentanyl is detected, then people can use that information to make informed decisions about their drug use.

This project is funded by HB22- 1326 Fentanyl Accountability and Prevention Act through appropriation for non-laboratory synthetic opiate detection tests pursuant to section 25-1.5-115.3 (1), C.R.S.. CDPHE has defined eligibility as any local public health department in the state of Colorado.

Definitions:

1. **CDC** – Centers for Disease Control and Prevention
2. **CDPHE** – Colorado Department of Public Health and Environment
3. **FDA** – Food and Drug Administration
4. **Fentanyl Test Strips** - synthetic opiate detection tool
5. **HIV** – Human Immunodeficiency Viruses
6. **LPHA** - Local Public Health Agency
7. **MCPH** – Moffat County Public Health
8. **Priority Populations** - People at risk of fatal overdoses.
9. **REDCap** – Research Electronic Data Capture: a secure web application for data collection
10. **Service Area** – Moffat County
11. **STI** – Sexually Transmitted Infection
12. **VH** – Viral Hepatitis

IV. Work Plan

Goal #1: Provide high-quality HIV, STI, and VH prevention services to increase the priority population's access to testing, education, and treatment, and reduce the acquisition of HIV/STI/VH throughout Colorado in order to disrupt health inequities.	
Objective #1: No later than the expiration date of the Contract, improve access to overdose prevention tools for the priority population in the service area.	
Primary Activity #1	The Contractor shall distribute fentanyl test strips to the priority population within the service area.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall distribute fentanyl tests strips to the following: <ol style="list-style-type: none"> a. Agencies that serve people at risk of an opiate overdose. b. Individuals at risk of an opiate overdose. 2. The Contractor shall request technical assistance as needed. 3. The Contractor shall distribute instructions and education in tandem with the fentanyl test strips.

	4. The Contractor shall record the number of test strips distributed into the quarterly progress report.	
Standards and Requirements	<ol style="list-style-type: none"> The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the Contract term. The Contractor shall monitor documents and website content for updates and comply with all updates. CDPHE will provide fentanyl test strips at no cost to the Contractor. <ol style="list-style-type: none"> Contractor shall place an order using the Fentanyl Test Strip Order Form. This document is incorporated and made part of this Contract by reference and is available at https://docs.google.com/forms/d/e/1FAIpQLScq-nwT_3J39Waiz_TJJCMVaadqIDJnSONHvj6AyNB74hnfng/viewform. After placing an order, the strips will be shipped directly from the vendor. Test strip orders must be received by the Contractor by the Contract expiration date. The contact for this project is cdphe_sthv_contractmonitoring@state.co.us. Contractor shall provide a signed copy of the invoice upon arrival to the Drug User Health Coordinator. CDPHE will send a Contact Form to the Contractor to complete which will indicate who will receive the CDPHE REDCap quarterly survey form. <ol style="list-style-type: none"> The Contractor shall report the number of test strips distributed in aggregate per quarter, by county. CDPHE's Drug User Health Coordinator will provide support for fentanyl test strip distribution via: <ol style="list-style-type: none"> Trainings Technical assistance upon request Repository of best practices available at https://drive.google.com/drive/folders/1pHzeL_4YP-ojeQLi8QRYKg3Gie18QX9P Any educational materials created internally must be in line with National Harm Reduction Coalition's harm reduction principles and guidance for fentanyl test strips This document is incorporated and made part of this Contract by reference, and is available at https://harmreduction.org/about-us/principles-of-harm-reduction. 	
Expected Results of Activity(s)	<ol style="list-style-type: none"> Increased access to risk reduction materials for individuals at high-risk of opiate overdose. Increased service engagement with people who use drugs. 	
Measurement of Expected Results	<ol style="list-style-type: none"> Data contained in quarterly progress reports. Reports from data contained in REDCap or other databases as designated by CDPHE. 	
		Completion Date
Deliverables	1. The Contractor shall submit a quarterly progress report utilizing the <i>CDPHE REDCap quarterly survey form</i> via email to CDPHE.	No later than 30 calendar days following the last day of each quarter.

V. Monitoring:

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

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor shall email a request to the CDPHE Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this Contract.

Board "Letter of Interest" Summary

BOARD	Board Size	Seats Open	Term	Letter submitted by:
Fair Board (complete term thru Oct 2024)				Kearn Gerber
Hamilton Community Center Board - Alternate			3 yrs	Chuck Grobe
MCTA - Alternate			3 yrs	Nannette Rosenbaum
Planning & Zoning			3 yrs	Janlee Adams

BOCC 2/14/2023

Moffat County Courthouse

Project Update

Contract timeline is 11/15/21 – 02/25/23 Contract 95.82% complete

1. Punch list 2/15 and 2/16
2. Exterior work will stop once ADA compliance is reached until spring
3. Floor covering almost complete 400 sf of ceramic tile left
4. Temporary certificate of occupancy end of the month
5. Project Closeout
6. Moving Timeline
7. BHI Pay App #15 in the amount of \$662,844.06
8. Treanor HL Pay App #14 in the amount of \$2,119.00
9. NWCC 1/16/23 \$934.40
10. Pay Application Summary

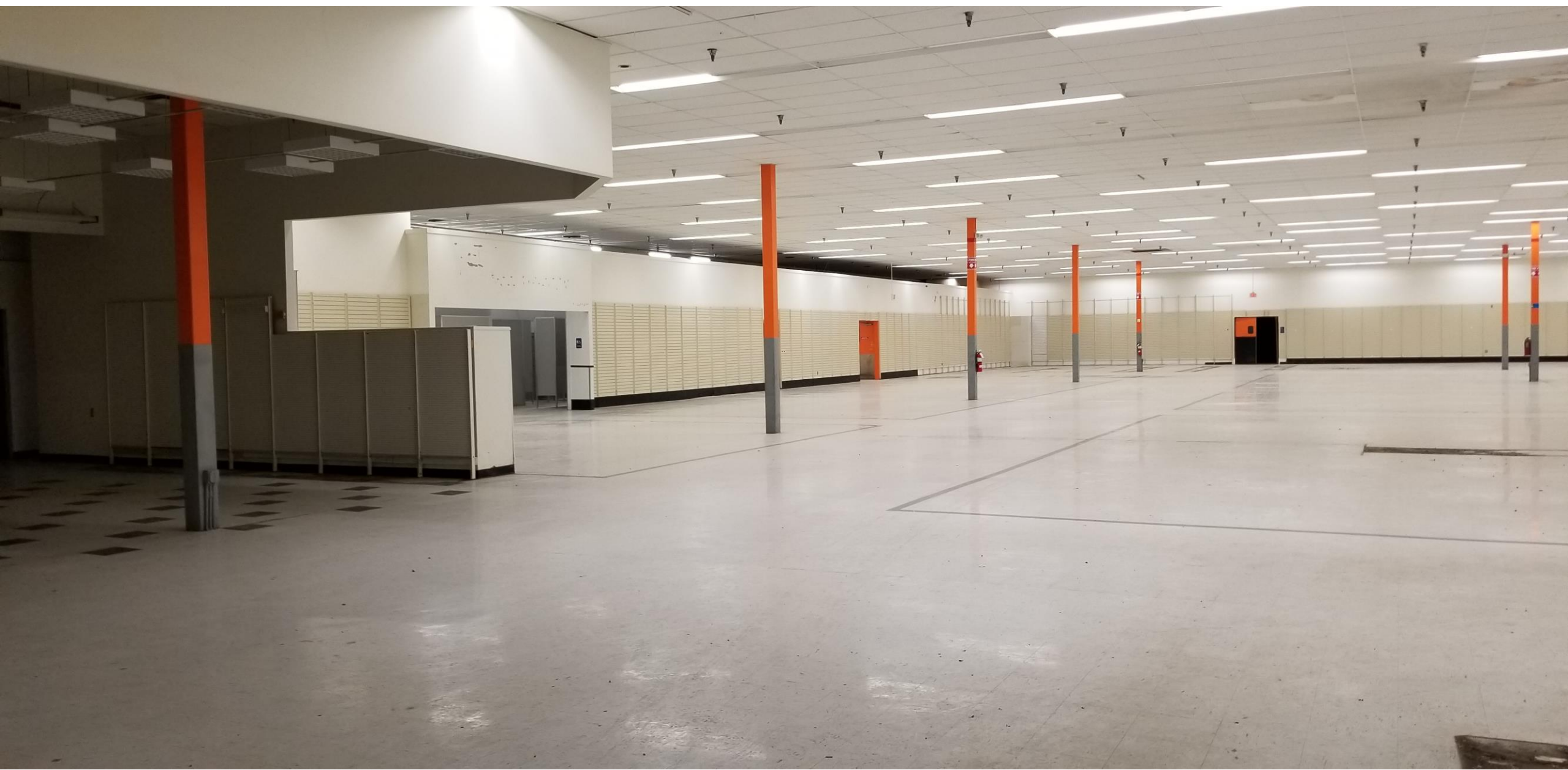




























Timeline of Events

Temp Certificate of Occupancy 2/28/23

County will begin to move non essential furniture and fixtures in March

Move in to new courthouse April 10-15

Move in April 10-15

County administration offices will be closed to the public April 10-15 for the move. Includes all county offices in the existing Courthouse, DHS, Extension office, Public Health, Veterans Services.

Clerk and Recorder, Treasurer, and Assessor will not be open to the public that week.

All employees will work a regular work week to help with the move.

Since we are moving all of the existing servers, beginning Monday April 10 there will be no phones, voicemail, email through out the week.

New Courthouse will be open to the public on April 17

Timeline for 14th Judicial District

April 10-13 (Mon – Thurs) – open to public in old building –
Judges to not conduct jury trials during that time.

April 14 (Fri)– April 18 (Tues) Closed to the public

April 19 (Wed) – Open to the public

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 177222

To Owner: Moffat County Colorado Court
221 West Victory Way #300
apitts@treanorhl.com
Craig, CO 81625

Project: 66101-0000 CO_Moffat County Court
House

Application No. : 15

Period To: 1/31/2023

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor

From Contractor: BH INC
1175 EAST 2000 SOUTH
VERNAL, UT 84078

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$18,535,618.00
2. Net Change By Change Order	\$1,695,252.52
3. Contract Sum To Date	\$20,230,870.52
4. Total Completed and Stored To Date	\$19,385,212.29
5. Retainage:	
a. 5.00% of Completed Work	\$969,260.63
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$969,260.63
6. Total Earned Less Retainage	\$18,415,951.66
7. Less Previous Certificates For Payments	\$17,753,107.60
8. Current Payment Due	\$662,844.06
9. Balance To Finish, Plus Retainage	\$1,814,918.86

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$1,556,158.65	\$0.00
Total Approved this Month	\$139,093.87	\$0.00
TOTALS	\$1,695,252.52	\$0.00
Net Changes By Change Order	\$1,695,252.52	

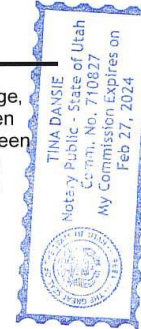
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BH INC

By: [Signature] Date: 02-06-23

State of: Utah
Subscribed and sworn to before me this
Notary Public: [Signature]
My Commission expires: Feb. 27, 2024

County of: Uintah
Le day of February 2023



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 662,844.06

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Page 2 of 3

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 15
Application Date : 01/31/23
To: 01/31/23
Architect's Project No.:

Invoice # : 177222 Contract : 66101-0000 CO_Moffat County Court House

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
01.00	General Conditions	147,248.00	145,879.00	684.50	0.00	146,563.50	99.54%	684.50	7,328.18
01.01	Payment Bond	183,414.00	183,414.00	0.00	0.00	183,414.00	100.00%	0.00	9,170.70
01.02	Supervision	325,600.00	314,440.00	5,580.00	0.00	320,020.00	98.29%	5,580.00	16,001.00
01.03	GC Fee	1,329,979.00	1,239,936.12	43,250.00	0.00	1,283,186.12	96.48%	46,792.88	64,159.31
01.04	Contingency Allowance	300,000.00	255,374.00	25,450.00	0.00	280,824.00	93.61%	19,176.00	14,041.20
02.01	Division 02 - Existing Conditions	221,178.00	221,178.00	0.00	0.00	221,178.00	100.00%	0.00	11,058.90
03.01	Division 03 - Concrete	125,350.00	125,350.00	0.00	0.00	125,350.00	100.00%	0.00	6,267.50
04.01	Division 04- Masonry	324,250.00	324,250.00	0.00	0.00	324,250.00	100.00%	0.00	16,212.50
05.01	Division 05 - Metals	27,600.00	27,600.00	0.00	0.00	27,600.00	100.00%	0.00	1,380.00
06.01	Division 06 - Wood, Plastics And Composites	559,100.00	445,854.29	91,704.00	0.00	537,558.29	96.15%	21,541.71	26,877.91
07.01	Division 07 - Thermal And Moisture Protection	1,556,292.00	1,531,865.00	15,716.00	0.00	1,547,581.00	99.44%	8,711.00	77,379.05
08.01	Division 08 - Openings	1,153,647.00	1,115,219.00	5,000.00	0.00	1,120,219.00	97.10%	33,428.00	56,010.95
09.01	Division 09 - Finishes	4,013,962.00	3,935,016.00	48,839.00	0.00	3,983,855.00	99.25%	30,107.00	199,192.75
10.01	Division 10 - Specialties	123,297.00	61,297.00	7,298.00	0.00	68,595.00	55.63%	54,702.00	3,429.75
12.01	Division 12 - Furnishings	3,574.00	0.00	0.00	0.00	0.00	0.00%	3,574.00	0.00
13.01	Division 13 - Special Construction	183,268.00	181,219.00	0.00	0.00	181,219.00	98.88%	2,049.00	9,060.95
21.01	Division 21 - Fire Suppression	175,000.00	173,455.00	1,545.00	0.00	175,000.00	100.00%	0.00	8,750.00
22.01	Division 22 - Plumbing	967,151.00	943,787.70	23,364.30	0.00	967,152.00	100.00%	-1.00	48,357.61
23.01	Division 23 - HVAC	1,831,400.00	1,775,520.00	44,867.00	0.00	1,820,387.00	99.40%	11,013.00	91,019.35
26.01	Division 26- Electrical	3,389,365.00	3,263,844.20	65,945.80	0.00	3,329,790.00	98.24%	59,575.00	166,489.50
27.01	Division 27- Communications	1,019,470.00	895,993.00	65,130.00	0.00	961,123.00	94.28%	58,347.00	48,056.15
31.01	Division 31- Earthwork	423,413.00	384,547.00	15,620.00	0.00	400,167.00	94.51%	23,246.00	20,008.35
32.01	Division 32- Exterior Improvements	152,060.00	0.00	0.00	0.00	0.00	0.00%	152,060.00	0.00
99.01	CO#1 Roofing Material Increase	225,450.63	225,450.63	0.00	0.00	225,450.63	100.00%	0.00	11,272.53
99.02	CO#2	1,216,696.49	846,780.75	96,521.00	0.00	943,301.75	77.53%	273,394.74	47,165.09
99.03	PCO #5	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.04	PCO #6	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.05	PCO #04	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.06	PCO #08	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.07	PCO #09	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.08	Change Order #004	139,093.87	0.00	108,651.00	0.00	108,651.00	78.11%	30,442.87	5,432.55
0-99-08	Change Order #03	114,011.53	70,212.00	32,565.00	0.00	102,777.00	90.15%	11,234.53	5,138.85

Roy Tipton
 Moffat County, CO
 221 W. Victory Way
 #200
 Craig, CO 81625

January 31, 2023
 Project No: JS0884.2001.01
 Invoice No: 51031

Project JS0884.2001.01 Moffat County Courthouse
Professional Services from January 1, 2023 to January 31, 2023
 FEE

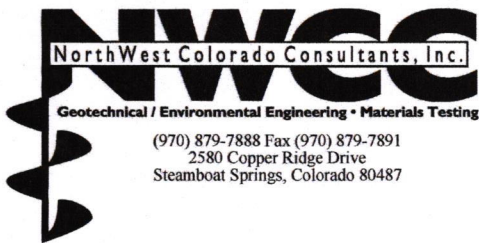
Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design- Courthouse	57,600.00	100.00	57,600.00	57,600.00	0.00
Design Development- Courthouse	76,800.00	100.00	76,800.00	76,800.00	0.00
Schematic Design- County	86,400.00	100.00	86,400.00	86,400.00	0.00
Design Development- County	115,200.00	100.00	115,200.00	115,200.00	0.00
Construction Documents - County	168,000.00	100.00	168,000.00	168,000.00	0.00
Construction Documents - Courthouse	168,000.00	100.00	168,000.00	168,000.00	0.00
Bidding - Courthouse	24,000.00	100.00	24,000.00	24,000.00	0.00
Bidding - County	24,000.00	100.00	24,000.00	24,000.00	0.00
Contract Admin- Courthouse	120,000.00	92.00	110,400.00	110,400.00	0.00
Contract Admin- County	120,000.00	92.00	110,400.00	110,400.00	0.00
Add Service #1 - County	105,950.00	100.00	105,950.00	103,831.00	2,119.00
Add Service #2 - Civil	55,700.00	98.00	54,586.00	54,586.00	0.00
Total Fee	1,121,650.00		1,101,336.00	1,099,217.00	2,119.00
Total Fee					2,119.00
Total this Invoice					\$2,119.00

Roy Tipton <rtipton@moffatcounty.net>

PLEASE REMIT PAYMENT TO:
 TreanorHL, Inc.
 1040 Vermont St.
 Lawrence, KS 66044

treanorhl.com





Date	Invoice No.
1/16/2023	21-12266-10

Terms: Net 30

Now Accepting Credit Cards

Federal Tax ID No. 84-1199412

Bill To
Moffat County Developmental Services Roy Tipton 221 West Victory Way Suite 250 Craig, CO 81625

Project
Moffat County Courthouse

Type of Service Provided	Quantity	Rate	Amount
Construction Observations and Materials Testing December 2022			
Rebar Observations			
Field Engineer	2	95.00	190.00
Special Observations, Report No. 8SP 12/01/2022			
Mileage-Special Inspections	42	0.80	33.60
Subtotal			223.60
Concrete			
Engineering Technician	5.5	80.00	440.00
Concrete Field Work, Report No.'s 22C and 23C 12/1/2022 and 12/2/2022			
Concrete Cylinders; Sample No. 15	4	20.00	80.00
Mileage-Concrete Field Work	126	0.80	100.80
Subtotal			620.80
Review and Supervision			
Principal Engineer	0.5	180.00	90.00

Thank You for Choosing NWCC, Inc.
Please pay from this Invoice. Interest will be added at the rate of 2% per month.
For Proper Credit, Please Include Invoice # on payment.

Payments/Credits	\$0.00
Total	\$934.40
Balance Due	\$934.40



**WORKPLACE
RESOURCE**
The Power, Spirit and Possibility of Place.

WORKPLACE RESOURCE
9600 EAST 40TH AVENUE
DENVER, CO 80238
Phone: 303 571-5211
Fax: 303 571-4888
www.wrcolo.com
Federal Id: 26-4459211

Invoice
Page: 1 of 1

Invoice Date: 02/01/23
Date Due: 02/01/23
Invoice Number: 53202338
Apply To: 53202338
Project: 54951
Order: 54951.001
Project Name: MOFFAT COUNTY
COURTHOUSE RFP

Sold To: 2866-00
MOFFAT COUNTY
1198 W VICOTRY WAY
CRAIG, CO 81625

Bill To: 2866-00
MOFFAT COUNTY
Attention: ROY TIPTON
1198 W VICOTRY WAY
CRAIG, CO 81625

Ship To: 2866-00
MOFFAT COUNTY
1198 W VICOTRY WAY
CRAIG, CO 81625

ORDER REF: MOFFAT COUNTY COURTHOUSE RFP

Date Shipped	Customer PO	Shipped Via	FOB	Terms	Sales Person	
	202209	Best Way	DEST	NETDUE UPON RECEIPT	BRITTANY HEGUY	
Line No	Loc	TAG Number	Description	Invoice Qty	Unit Price	Extended

48	01	SERVICES	Installation Services	1.00	107,646.70	107,646.70
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Non-Taxable Sub-Total:						107,646.70
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49			Retainage - 5% per contract	0.05	107,646.70	(5,382.34)
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Remit To:
WORKPLACE RESOURCE
9600 EAST 40TH AVENUE
DENVER, CO 80238

GRAND TOTAL:	- USD - - - - -	102,264.36
AMOUNT DUE		102,264.36
If paid by cash, check or EFT		

BHI	
Contract	\$18,535,618.00
Change Order #1	\$225,450.63
Change Order #2	\$1,216,696.46
Change Order #3	\$114,011.53
Change Order #4	\$139,093.87
Total	\$20,230,870.49
Pay Applications trough 1/31/23	
BHI	95.82% Complete
#1	\$ 193,414.00
#2	\$ 133,855.00
#3 1/31/2022	\$ 2,023,297.65
#4 3/1/2022	\$ 2,093,268.00
#5 4/1/2022	\$ 1,495,428.25
#6 5/2/2022	\$ 1,291,425.25
#7 5/31/2022	\$ 1,303,414.25
#8 6/30/2022	\$ 1,196,662.75
#9 7/31/2022	\$ 1,207,291.35
#10 8/31/2022	\$ 1,967,652.35
#11 9/30/2022	\$ 1,324,649.88
#12 10/31/22	\$ 1,578,260.30
#13 11/30/22	\$ 884,716.61
#14 12/27/22	\$ 1,188,770.15
#15 1/31/23	\$ 662,844.06
Total	\$ 18,544,949.85
Treanor HL	
#1	\$ 15,622.38
#2 1/31/2022	\$ 14,400.00
#3 2/28/2022	\$ 30,292.50
#4 3/31/2022	\$ 40,417.00
#5 5/4/2022	\$ 14,400.00
#6 5/31/2022	\$ 50,985.00
#7 6/30/2022	\$ 56,066.95
#8 7/31/2022	\$ 33,622.50
#9 8/31/2022	\$ 25,666.17
#10 9/30/2022	\$ 22,775.73
#11 10/31/22	\$ 19,200.23
#12 11/30/22	\$ 17,650.50
#13 12/31/22	\$ 27,265.23
#14 1/31/2023	\$ 2,119.00
Total	\$ 370,483.19

NWCC	
1/15/2022	\$ 587.20
2/17/2022	\$ 6,022.00
3/15/2022	\$ 3,845.00
6/3/2022	\$ 6,614.00
6/14/2022	\$ 1,285.20
6/16/2022	\$ 442.20
9/14/2022	\$ 3,296.60
NWCC 10/17/22	\$ 3,030.00
11/16/2022	\$ 984.40
1/16/2023	\$ 934.40
Total	\$ 27,041.00
Workplace Resources FF&E Contract	\$ 773,316.12
Pay App #1	\$ 632,385.95
Pay App #2	\$ 102,264.36
Total	\$ 632,385.95
Summit Partners Network Equipment Contract	\$ 157,054.62
Total	
MicKinstry Essention LLC	
Solar Field Design #1	\$ 33,134.40
Solar Field #2	\$ 29,265.60
Total	\$ 62,400.00
Moffat County	
WAP	\$ 7,514.65
Phones	\$ 19,868.05
YVEA	\$ 32,541.15
YVEA 8/3/22	\$ 2,892.61
Treasure Electronics 9/27/22	\$ 25,895.00
Arctic industries	\$ 8,423.01
Fort Knox Ballot Box	\$ 2,610.00
Wagner Equipment	\$ 11,520.00
Restaurant Supply	\$ 4,609.58
Reusable Transoprt Packing	\$ 4,329.89
Western Storage	\$ 15,000.00
Miller Family Appliance	\$ 2,077.00
ProVantage 1/25/23	\$ 29,629.32
Total	\$ 166,910.26
Total Expenses through 1/31/2023	\$ 19,804,170.25
Total Contracts	\$21,725,675.68



BID TABULATION

RFP Number:	202304	Description:	Mower for Moffat County Facilities Department
Issue Date:		1/20/2023	Pre-Bid Meeting- Trade in Inspection:
Submission of Questions:		2/6/2023	Submission Date:
BOCC Award:		2/14/2023	Contract Time:
			2/15/23-6/15/2023

Budget : \$45,000

Vendor	Bid Amount
Seversons Supply CO recieved-2:27 pm 1/31/2023	\$ 15,251.76 *
Colorado Golf & Turf- received 11:00 am 02/08/23	\$ 18,713.89
	\$
	\$
	\$
	\$
	\$

Notes:

Colorado Golf & Turf submitted pricing and specs for two different models the second was a 2020 model so it was not included on the bid tabulation sheet.

After reviewing the specs on both units and taking into consideration the local availability of parts and repair, we would like to recommend Seversons Supply CO



BID TABULATION

RFP Number: 202301		Description: Replace Electric security gate at Craig-Moffat County Airport Gate	
Issue Date: 1/20/2023		Pre-Bid Meeting- : 2/1/2023	
Submission of Questions: 2/6/2023		Submission Date: 2/8/2023	
BOCC Award: 2/14/2023		Contract Time:	2/15/23-6/15/2023

Budget : \$50,000

Vendor	Bid Amount
Ivory Tip fencing- Received 9:45 am 2/8/23	\$ 46,992.38
	\$
	\$
	\$
	\$
	\$



RESOLUTION 2023 - 20

ADOPTION OF MOFFAT COUNTY COURTHOUSE EMERGENCY EVACUATION PLAN

The Moffat County Office of Emergency Management, in consultation with the Elected Officials and Department Heads of Moffat County, the District Attorney's Office for the 14th Judicial District, the Probation Office for the 14th Judicial District, and the Moffat County Combined Court, has prepared an Emergency Evacuation Plan for the Moffat County Courthouse located at 1198 W. Victory Way, Craig, Colorado.

The location of the Moffat County Courthouse will be changed to 1198 W. Victory Way on or about April 17, 2023. It is appropriate and in the best interests of the citizens of Moffat County and the employees of those who work in said Courthouse for the Board of County Commissioners to approve and adopt the Moffat County Courthouse Emergency Evacuation Plan proposed by the Office of Emergency Management, effective immediately.

NOW THEREFORE BE IT RESOLVED, that the Moffat County Board of County Commissioners hereby approves and adopts the attached Moffat County Courthouse Emergency Evacuation Plan for the Courthouse located at 1198 West Victory Way, Craig, Colorado, effective the 14th day of February, 2023.

ADOPTED this 14th day of February, 2023.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

By:

Tony Bohrer, Chair

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT)

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

Witness my hand and the seal of said County this 14th day of February, 2023.

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



MOFFAT COUNTY

COURTHOUSE

EVACUATION PLAN

FIRE - POLICE - EMS – SHERIFF

DIAL 9-1-1

Court Security 970-824-9131

Craig Regional Communications (CRCC) 970-824-6501

Adopted by the Moffat County Board of County Commissioners by Resolution No. 2023-20 on the 14th day of February, 2023.

1198 West Victory Way, Craig, CO 81625



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I. INTRODUCTION

Moffat County believes its most important asset is you, its employee. We have developed plans to address dangers which could threaten your well-being. Your timely response to such circumstances is essential to the plan's success. To this end, preparation for emergencies is the key. Take some time with your department head, supervisor and fellow employees to:

- ❖ Read the quick reference information and procedures outlined in this plan,
- ❖ Become familiar with the evacuation routes for your area,
- ❖ Familiarize yourself with shelter areas within the building for situations when the need to seek shelter exists.

The instructions in this plan are general and basic. They are only guidelines around which each department should develop specific instructions. It is very important that all department personnel are familiar with the handling of these emergency/disaster situations before they occur!

Common sense should dictate reaction to emergency situations. All situations cannot be neatly defined into a category for which hard and fast guidelines can be drawn. Individual judgment will need to be exercised in given situations. Continuing and meaningful efforts to prevent incidents that lead to emergency situations should be of greatest concern.

Above all, stay calm and use good judgment in the event of an emergency. Follow established guidelines and the instructions of your department head and supervisors.

These plans will not work without a cooperative effort. By not following directions in an emergency situation, lives may be endangered; by working together, we may prevent a tragedy from occurring.



II. RECORD OF CHANGES

All changes are to be annotated on the master copy of the Emergency Plan, which is maintained by the County Attorney and Emergency Manager. Should the change be significant in nature, an electronic update shall be made and forwarded to the applicable stakeholders. If not deemed significant, changes will be reviewed and incorporated into the plan during scheduled annual updates.

This Plan will be updated annually and as needed after any incident, to ensure that it remains an effective and accurate emergency management tool for officials, employees, responders and citizens of Moffat County.

DATE REVISED	CHANGE OR UPDATE	PAGE REVISED	REVISED BY

III. RESPONSIBILITY

a. **Elected Officials / Department Heads are responsible for:**

Disseminating to his/her employees the locations of emergency exits and emergency procedures outlined in this policy.

Each Elected Official / Department Head, with the assistance of the Emergency Manager, shall identify a Designated Assembly Area in case of an emergency outlined in this policy.

Participating in and ensuring that all employees participate in emergency action plan drills.



Each Elected Official/Department Head is responsible for tracking and accounting for their employees in case of an emergency as outlined in this policy. Department Heads may designate a Designee to assist them with this responsibility.

Ensuring that employees receive training and understand departmental response for security and emergency response incidents.

Ensuring that training records are maintained and forwarding any departmental training records to Human Resources for the official training file.

b. Employees are responsible for:

Knowing where the emergency exits, fire extinguishers and AED's are located in their work reporting location.

Reporting to their designated assembly area in cases of emergencies and for checking in with their Elected Official/Department Head or Designated Assistant for head counts.

Participating in emergency action plan drills and required training.

REPORT SUSPICIOUS ACTIVITY - IF YOU SEE SOMETHING, SAY SOMETHING!

IV. DECISION TO EVACUATE

The decision to order the evacuation of the Courthouse and Administration Building (herein referred to as "Courthouse") can be made by any employee who believes that there is an immediate risk to life or safety. Once the decision to evacuate has been made all employees and the public are required to evacuate. Employee should immediately evacuate to a safer location and notify the rest of the staff using the phone paging system. The employee should also contact Emergency Services using 911.

V. NOTIFICATION

The primary form of notification will be through the phone system. Each phone has an Emergency Button that sends an alert to Dispatch when activated. In case of Emergency dial 9131 (Court Security) and explain the emergency. Court Security has the ability to send building pages throughout the building. If the emergency is immediate go to the nearest Fire Alarm Pull Station and activate the alarm.



VI. ACCOUNTING OF PERSONNEL

It is vital that ALL employees report to the designated assembly area so all personnel can be accounted for. Failure of employees to assemble in the designated area may result in unnecessary searches by emergency responder which may place them in danger. Each Department Head / Elected Official is expected to account for the staff in their department. After all employees are accounted for the decision shall be made to relocate, allow reentry or dismiss the employees for the day. Department Heads and Elected officials are required to identify individuals who will account for their staff if they are not present.

Elected Officials / Department Heads should report the status of their area to Incident Command. This should include what assets have been protected and what assets are still at risk. Priorities should be established for first responders when possible.

VII. INCIDENT MANAGEMENT

Moffat County will follow the Incident Command System for all incidents, large and small.

Incident Management will be based on the following stages:

- Incident Onset
- Expanded Scene Management
- Extended Incident Operations and Management
- Recovery
- Demobilization
- Return to Day-to-Day Operations

a. Incident Onset

The initial response to any incident within Moffat County is managed by the jurisdiction having authority, including individual departments, local agencies, local fire/police chiefs and/or special districts. All command functions are handled on-scene and the initial objectives include, but are not limited to:

1. Ensuring life safety for citizens and first responders
2. Stabilization of the scene
3. Property Preservation and Environmental Protection

Upon the activation of an incident command a member of the Board of County Commissioners or their designee shall report to the Incident Command location. The IC will control the incident and assign resources as needed. In the event there are no members of the BOCC present their appointed designee will report to the Incident Command Post.



Moffat County Courthouse Evacuation Plan – 2023

Should an incident occur that rises to the level of requiring multiple agencies or outside intervention. A Unified Command Structure will be implemented. A designee appointed by the County Commissioners will act on behalf of the BOCC role of incident commander.



VIII. EMPLOYEE EVACUATION PROCEDURE

In advance, each staff person should:

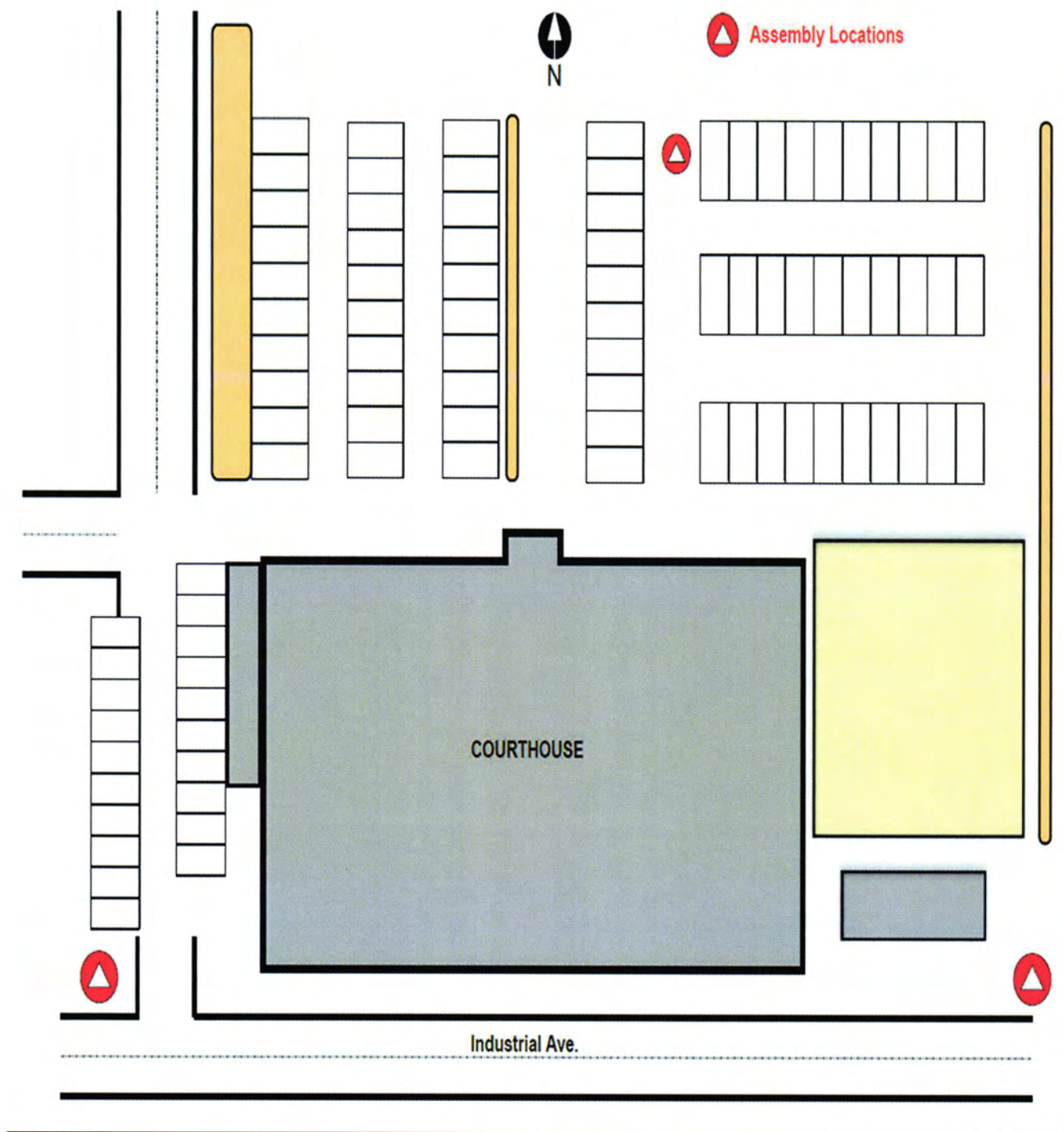
1. Understand the evacuation plan.
2. Know at least two ways out of the building from your regular workplace.

When you are told to evacuate the building:

1. Remain calm.
2. Immediately shut down all hazardous operations.
3. Leave quickly. It is mandatory that you waste no time and leave immediately.
4. The highest-ranking person who is physically present in each department is responsible for ensuring that all members of his/her department evacuate the area.
5. As you exit, quickly check nearby rest rooms, copier rooms, closets, etc. Accompany and help disabled personnel, visitors and any coworker who appears to need calm direction or assistance. If possible, lead them to the assembly area so that they may be accounted for.
6. Proceed as quickly as possible, but in an orderly manner. Do not push or shove. Hold handrails when you are **walking** on stairs.
7. Take with you: car keys, purse, briefcase, etc. Do not attempt to save possessions at the risk of personal injury.
8. Touch doors prior to opening them. A hot door indicates fire on the opposite side, and the door should not be opened.
9. Close all doors behind you as you go. Closed doors can slow the spread of fire, smoke and water.
10. If smoke is encountered, occupants should breathe through a handkerchief or piece of clothing to reduce smoke inhalation. If caught in heavy smoke, drop to your hands and knees and crawl. Hold your breath as much as possible.
11. If clothing catches fire, stop, drop and roll. Attempting to run will fan the flames and spread the fire.
12. If you become trapped in a room, close the door and cover the door sill with a towel or other object to limit smoke infiltration. Attempt to move to the perimeter area and signal for help from a window. Windows should not be broken out except as a last resort. If phones are working, contact **9-1-1** and advise the area in which you are trapped.
13. If the emergency results in a building evacuation, assist the physically disabled in exiting the building and proceed to your nearest assembly point once instructed to do so by your Elected Official or Department Head.
14. During an actual emergency resulting in a building evacuation, HEADCOUNTS are to be performed at the Designated Assembly Area(s). Employees are required to stay at the Assembly Area until an accurate HEADCOUNT has been taken and your Elected Official or Department Head has given the OK to leave.
15. Do not return to your work area until instructed to do so by your department leader.

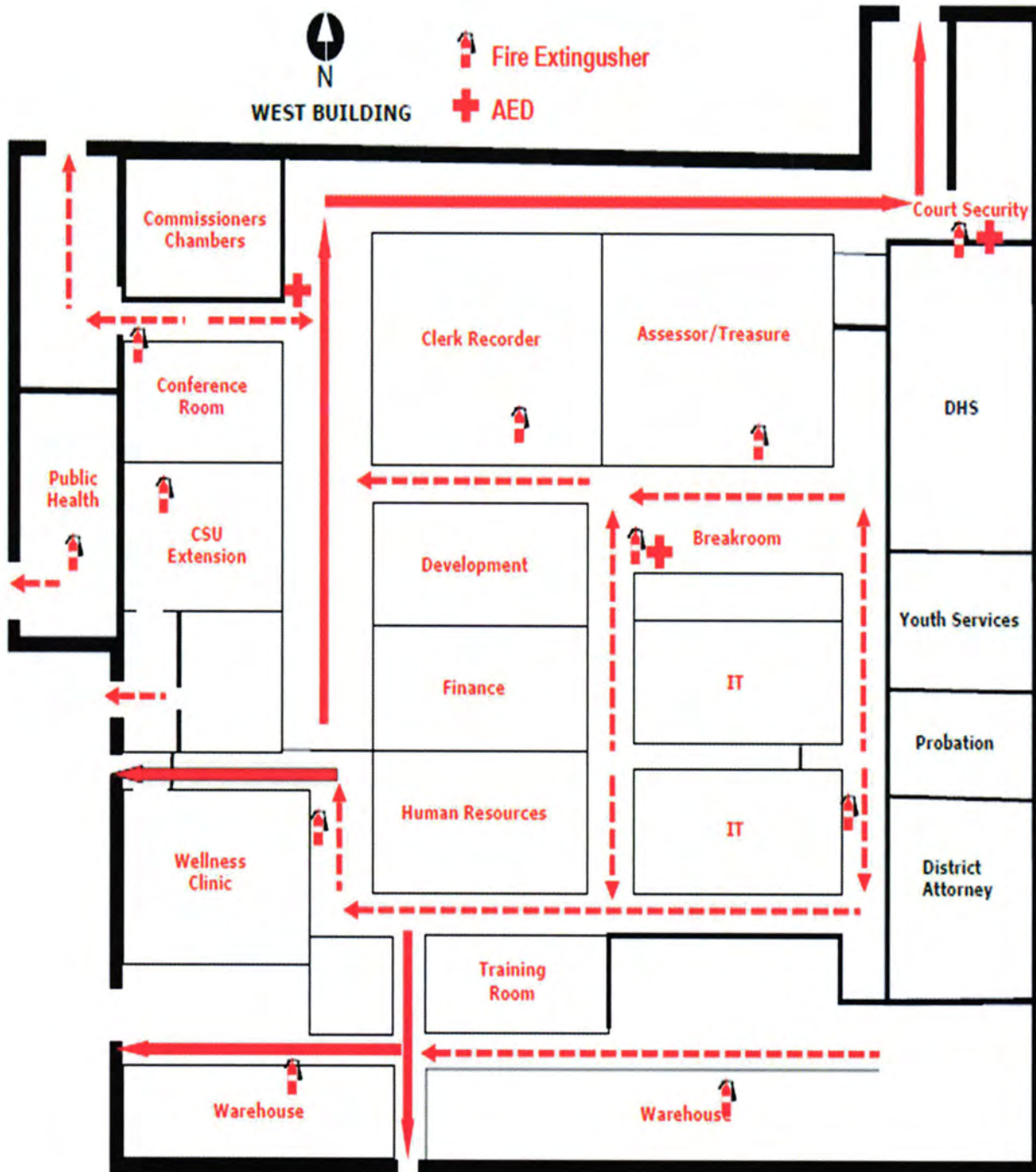


a. Evacuation Assembly Locations

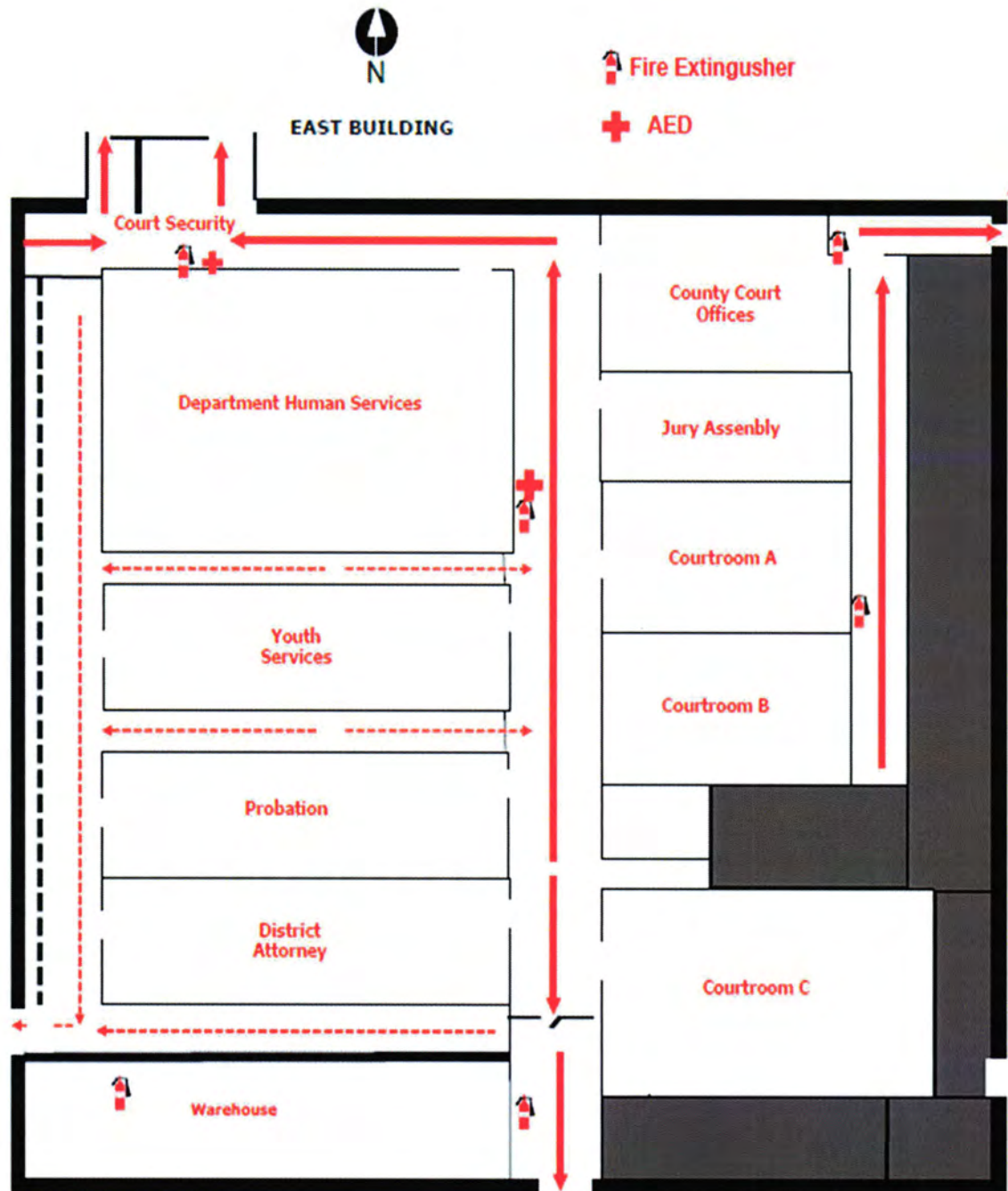




b. West Building Evacuation



c. East Building Evacuation





IX. EMERGENCY RESPONSE PROCEDURES

a. ACTIVE SHOOTER / WORKPLACE VIOLENCE

1. Remain calm.
2. Take immediate action to protect yourself in the event of a violent confrontation.
3. **Alert** – Use plain and specific language to *Alert* others to the danger. Call 911 and / or activate your duress button, if you have one. Notify staff in your area.
4. **Lockdown** - Barricade the room. Prepare to *Evacuate* or *Counter* if needed. If you cannot safely evacuate, **HIDE OUT** in your work area. Try to lock all interior doors and place any large items in front of the doors to barricade yourself and others inside. Hide in an area out of the shooter's view. Call **911** if it is safe for you to do so.
5. **Inform** - Communicate the violent intruder's location and direction in real time. Inform is a continuation of Alert and uses any means necessary to pass on real-time information.
6. **Counter** - Create Noise, Movement, Distance and Distraction with the intent of reducing the shooters' ability to shoot accurately. Counter is NOT fighting.
7. **Evacuate** - When safe to do so, remove yourself from the danger zone. Leave the building in a quick and calm manner. Leave personal belongings behind and follow any instructions given by law enforcement.
8. Staff / Guests should respond to the designated rendezvous locations and await instructions from law enforcement.
9. Elected Officials / Department Heads or their Designee are responsible for staff / guest accountability. It is imperative that staff / guests are accounted for as soon as possible.
10. Elected Officials / Department Heads will assist in timely staff / guest accountability. After an initial count, Elected Officials, Department Heads / Designees will contact Human Resources. The following information will be given to the HR representative; Department name, name of person calling, phone number, your location, names of staff / guests accounted for, names of staff / guests missing, and injury information.
11. Do not leave the area until directed by Elected Official, Department Head / Designee.



b. **BOMB THREAT**

Person receiving the threat:

By PHONE Should:

- Follow/complete the Bomb Threat Caller Information Form. (Next page)
- Notify **911** / Supervisor (In this order)
- Follow Law Enforcement instructions / Evacuation Procedure
- No information regarding the threat should be given to any others without authorization
- Anticipate being directly involved with the police investigation

By WRITTEN form:

- Do not erase or remove the note.
- Secure the area immediately. No one should have access to the area the note is in
- Notify **911** / Supervisor (In this order)
- Follow Law Enforcement instructions / Evacuation Procedure
- No information regarding the threat should be given to any others without authorization
- Anticipate being directly involved with the police investigation



BOMB THREAT CALLER INFORMATION FORM

LISTEN! DO NOT INTERRUPT!

WRITE DOWN THE EXACT WORDING OF THREAT - DO NOT PUT THE CALLER ON HOLD!

QUESTIONS TO ASK:

When is the bomb going to explode? _____

Which building is the bomb in? _____

Where is the bomb? _____

What does it look like? _____

What kind of bomb is it? _____

What will cause it to explode? _____

Why are you doing this? _____

Who are you? _____

What is your name, address? _____

Where are you calling from? _____

What is your telephone? _____

Name

Department

Extension

CALL 9-1-1 IMMEDIATELY!!!



c. BLIZZARDS

The National Weather Service defines a blizzard as a storm which contains large amounts of snow OR blowing snow, with winds in excess of 35 mph and visibilities of less than 1/4 mile for an extended period of time (at least 3 hours). When these conditions are expected, the National Weather Service will issue a "Blizzard Warning". When these conditions are not expected to occur simultaneously, but one or two of these conditions are expected, a "Winter Storm Warning" or "Heavy Snow Warning" may be issued.

a. If a blizzard occurs while working at the Courthouse.

1. Stay calm and await instructions from your Elected Official or Department Head.
2. Employees are permitted to remain at the Courthouse if they are unable to travel home safely. Employees that travel during a blizzard do so at their own risk.



d. MEDICAL EMERGENCIES

Medical emergencies can happen in the workplace at any time. Know the location of safety equipment (AED's, eye wash stations/bottles, first aid kits) in your work area and how to use them, where applicable.

1. Check the Status:

In case of a personal injury in the workplace, that requires immediate medical attention, check the scene to ensure the environment poses no additional risk to the injured person. Unless the environment poses an immediate and additional threat to the injured person (like a building fire), do not move them from the scene. Quickly obtain information relative to the nature and extent of the injury for communication purposes. DO NOT initiate medical care at this time, unless someone assisting you is able to proceed by calling for help.

2. Call for Help:

- a. In the event of a medical emergency ask for assistance and dial 911. If calling from an outside line dial 911. If calling on an inside line or work phone, you must hit 9 for an outside line and then dial 911.
- b. If you are unsure whether the situation is an emergency, call 911, emergency medical services (EMS). The 911 Operator will ask questions to determine whether it is an emergency and will assist you in providing appropriate care.

Provide the following information to the 911 Operator:

- 1) The nature of medical emergency
- 2) The location of the emergency (address, building, room number, and other similar information)
- 3) Your name
- 4) The phone number from which you are calling
- 5) Any additional information requested of you by the 911 Operator

3. Provide Care:

- a. Do not move a victim unless it is absolutely necessary, such as when there is eminent danger from fire, explosion, electrocution, or other similar danger.
- b. Proceed with first aid or triage only if you are capable of administering such care. DO NOT administer first aid or triage to an injured person if you are unable as you may place him/her at greater risk.
- c. If you are unable to provide first aid or triage, seek the assistance of someone



trained in CPR, first aid, and AED to provide any needed assistance prior to the arrival of professional medical help.

- d. If someone trained in first aid is not available, or do not respond, attempt to provide basic assistance until emergency providers arrive by following the information and direction provided by the 911 Operator.
 - 1) To Stop Bleeding: Stop bleeding by applying firm pressure on the wound(s). (note: avoid contact with blood or other bodily fluids)
 - 2) In case of rendering assistance to personnel exposed to hazardous materials, consult the safety data sheet (SDS) and wear the appropriate personal protective equipment. Attempt first aid only if trained and qualified.

- 4. If requested, assist Emergency crews as necessary.

- 5. **Evacuation of Building:** If the medical emergency results in a building evacuation, assist the physically disabled in exiting the building and proceed to your assembly point once instructed to do so by your Elected Official or Department Head.

Keep streets, fire lanes, hydrants and walkways clear for emergency vehicles and crews.

HEADCOUNTS - During an actual emergency resulting in a building evacuation, HEADCOUNTS are to be performed at the Designated Assembly Area(s). Employees are required to stay at the Assembly Area until an accurate HEADCOUNT has been taken.

- 6. A Command Post may be set up near the emergency site. Keep clear of the Command Post unless you have official business.
- 7. **IMPORTANT—DO NOT RETURN TO AN EVACUATED BUILDING** until told to do so by Law Enforcement, Elected Official or Department Head.



e. **CHEMICAL SPILL AND FIRE**

If a chemical spill occurs:

1. If toxic chemicals come in contact with your skin, immediately flush the affected area with clear water. Use a chemical shower if available.
2. If necessary, call **9-1-1**.
3. Notify your supervisor of the extent and location of the spill.
4. Do what you can to contain the spill, but do not endanger yourself or others.
5. If there is any possible danger, evacuate your area.

If a chemical fire occurs:

1. Alert coworkers.
2. Pull alarm **when** fire is discovered.
3. Call **9-1-1**
4. Notify Court Security at 970-824-9131.
5. Evacuate the area if you are not trained in extinguishment, or are unable to put out the fire with a fire extinguisher. (See Employee Evacuation Procedure)

All chemical spills and fires, no matter how small, must be reported to the Facilities Maintenance.



f. CIVIL DISORDER/THREAT TO PERSONAL SAFETY

In the event of a disturbance, good judgment and sound action will minimize the disturbance. Individual fear and emotion must be controlled and not communicated to those involved.

1. Take immediate action to protect yourself in the event of a violent confrontation.
2. If you have one, activate your duress button or Call **9-1-1**.
3. When the employee believes that he/she is in a situation which is becoming potentially threatening, conclude your business quickly with an attempt to avoid escalating the situation further. Retreat from the area if your life is in danger.
4. If a threatening individual is at large in the buildings, every effort will be made to give employees adequate time to take protective measures. When you are notified of this situation, please remain at your work station or other designated area until released by your department head or supervisor.
5. Office doors should be locked.
6. Staff should stay out of view from unsecured areas
7. Staff should not exit unless it's safe to do so or instructed by law enforcement
8. Always evacuate away from the threat.
9. As a final resort prepare to defend yourself.
10. Maintain a calm helpful and businesslike attitude at all times.
11. If a coworker appears to be in a threatening situation, stand behind and to the right about three feet away as a support. **DO NOT SPEAK** unless you are specifically asked to take over the conversation.
12. Employees are not expected to attempt to calm any disturbance that might place them in a situation where physical harm might occur unless this activity is a normal component of his/her job.



g. COMPUTER DATA PROBLEMS

1. What to do in the event of an information system failure / malfunction:

For all system failures notify your IT Department of the malfunction.

2. Suspected email or file virus:

If you believe you have received a virus via email, do not open the email or attachments. **Call your IT Department for further instructions.** If you believe you have an email virus do not use your email until IT has been notified and has checked your PC for viruses.

If you believe you have stored files that may be infected with a virus write down the name of the file and the location the file is stored (drive letter, folder name(s)) and call or email the helpdesk with the information.

3. Unauthorized access or data theft:

If you believe that private or protected data has been accessed by unauthorized individuals; or have reason to believe someone has taken such information, contact your IT Department immediately.



h. EXPLOSION

1. Remain calm.
2. Be prepared for possible further explosion.
3. Crawl under a table or desk.
4. Stay away from windows, mirrors, overhead fixtures, filing cabinets, bookcases, and electrical equipment.
5. If evacuation is ordered, follow Evacuation Procedure outlined above and go to the Assembly Area's designated on the maps provided.
6. Do not move seriously injured persons unless they are in obvious, immediate danger (of fire, building collapse, etc.)
7. Open doors carefully. Watch for falling objects.
8. Do not use matches or lighters.
9. Avoid using telephones.



i. FIRE & FIRE EXTINGUISHER USAGE

In advance, each staff person should:

1. Understand the fire and evacuation procedures in your safety handbook.
2. Become familiar with the locations of pull stations in their areas.

If a fire occurs in your area:

1. Alert coworkers and call **9-1-1**.
2. Pull alarm when a fire is discovered.
3. Notify Facility Maintenance at 9107
4. Evacuate the area if you are unable to put out the fire with a fire extinguisher. (See Employee Evacuation Procedure)

FIRE EXTINGUISHER USAGE

In advance, trained staff personnel should:

1. Become familiar with the location of fire extinguishers in their areas.

If a fire extinguisher is used:

1. Ensure the extinguisher being used is proper for the type of fire encounters. Each extinguisher is labeled indicating the type of fire it is capable of extinguishing.

<u>Extinguisher Class</u>	<u>Use</u>
A	Ordinary combustibles (paper, cloth, wood)
B	Flammable liquids (gasoline, grease, paints)
C	Energized electrical equipment

Many extinguishers are multipurpose and can be used for more than one type of fire.

2. Follow the four-step process, known as the **“PASS”** procedure:
 - **P**ull the pin. This unlocks the control lever: tabs may also be used.
 - **A**im low. Point nozzle or hose at base of fire.
 - **S**queeze the lever. Starts discharge.
 - **S**weep from side to side. Continue this motion until flames dissipate.
3. If the fire is not extinguished quickly, cease and evacuate immediately.

NOTE: Use of portable fire extinguishers should only be considered when:

- Notification measures have been completed.



- Evacuation has been initiated by pulling the alarm.
- **The fire is confined to a small area and is not spreading quickly.**
- The person using the extinguisher has an unobstructed escape route which will not be blocked if fire grows.
- The person is properly trained in the usage of portable fire extinguishers.

All fires, no matter how small, must be reported to Facility Management.



j. **FLOODING AND WATER DAMAGE**

Serious water damage can occur from many sources: burst pipes, clogged drains, broken windows or construction oversights.

If a water leak occurs:

1. Remain calm.
2. Contact Facility Management. Advise the person answering your call, the exact location and severity of the leak. Maintenance will take appropriate measures to stop the leak.
3. Notify your supervisor of the extent and the location of the leak, if possible.
4. If there are electrical appliances or electrical outlets near the leak, use extreme caution. If there is any possible danger, evacuate the area.
5. If you know the source of the water and **are confident of your ability to stop it** (unclog the drain, turn off the water, etc.) do so cautiously.

Take only those steps needed to avoid or reduce immediate water damage. If possible, carefully move small or light objects out of harm's way.

6. Fill out a Munis Service Request and note all damages.



k. MAIL THREAT AND SUSPICIOUS OBJECT

It is possible that any staff member might someday receive a threatening letter or suspicious parcel in the mail, or discover a suspicious object somewhere on the premises.

If you receive a written threat or a suspicious parcel or if you find a suspicious object anywhere on the premises:

1. Keep all staff and public from handling it or going near it. The object may be potentially dangerous. In addition, its' preservation is important as evidence for law enforcement.
2. Contact Craig Regional Communications Center (CRCC) 970-824-6501 and Court Security at 970-824-9131 and follow their instructions.
3. Promptly write down everything you can remember about receiving the letter or parcel, or finding the object. This information will be needed by law enforcement interviewers.
4. Remain calm. Do not discuss the threat with other staff members.

If evacuation is ordered, follow the employee evacuation plan.



I. PHONE / VOICEMAIL THREAT

It is possible that any employee of Moffat County could receive a threatening telephone call.

If you receive a telephone threat:

1. Remain calm.
2. Listen carefully. Be polite and show interest. Try to keep the caller talking, so that you can gather more information.
3. Write down as many details as you can remember. This information will be needed by police interviewers.
4. Contact Department Head and notify CRCC at 970-824-6501 and follow their instructions.
5. Call the IT Department. Give them the extension you were at and the time when you received the call. They will make an attempt to pull the callers number from the records.
6. Do not discuss the threat with other staff.
7. If evacuation is ordered, follow the Employee Evacuation Plan.

Obscene/Threatening voice mail

If you receive a threatening/obscene voice mail, contact your supervisor immediately. Do not delete the voice mail call, once you delete them there is no way to recover those voice mails.

Unauthorized access or other phone and voice mail issues or concerns.

If you believe that there is potential abuse or other problems with the phone system or voice-mail contact your IT Department.



m. POWER OUTAGE

(Please note: as long as the generator operates, there will be minimal lighting in most areas to ensure safety.)

If power outage occurs:

1. Remain calm
2. Provide assistance to visitors and staff in your immediate area.
3. If you are in an unlighted area, proceed cautiously to an area that has emergency lights.



February 14, 2023

Colorado Parks and Wildlife Commission
c/o/ Commission Assistant
Colorado Parks and Wildlife
6060 Broadway, Denver, CO 806216

RE: December 9, 2022 *Draft Colorado Wolf Restoration and Management Plan*

Moffat County appreciates the opportunity to comment on the December 9, 2022 Draft Colorado Wolf Restoration and Management Plan. We appreciate Colorado Parks and Wildlife (CPW) incorporating advice from the Stakeholder Advisory Group (SAG) and the Technical Advisory Group (TAG). Moffat County has provided three “general comments” and several “specific comments” for your consideration.

General Comments:

10j Rule: Moffat County has long held the position, and we have repeatedly testified, that wolves should not be released without an Endangered Species Act 10(j) rule established and functioning. The Colorado wolf introduction plan “*anticipates that the resulting 10(j) rule will take effect prior to the reintroduction of wolves into the state.*” Moffat County strongly supports the 10(j) rule being in-place prior to introductions and further, we believe the 10(j) rule is an absolutely critical component of the success of this plan. Therefore, if Colorado finds itself in the unfortunate position that law suits, injunctions, or other legal strategies are used to stop implementation of the 10(j) rule prior to wolf introductions, Colorado MUST NOT introduce wolves until the rule is implementable. The Colorado wolf introduction plan will be highly compromised and likely fail if wolves are placed on the ground without the 10(j) authorizations.

Compensation Ratios: Moffat County is concerned that the SAG group’s advice was not fully adhered to regarding compensation ratios. At a minimum, the Wolf Plan should offer the SAG group’s recommendation for yearling cattle. At the February 7, 2023 public hearing in Rifle, CO, the Wildlife Commission was supportive of compensating yearling cattle at the same ratio as calves. Moffat County supports this concept. We further support, offering the compensation ration to all species of livestock if evidence of wolf attack exists. To only offer a compensation ratio for sheep or calves, and not other livestock as defined by CRS 33-2-105.8(5)c, does not meet the intent of fair compensation. We strongly believe it is irrelevant which species or class of livestock is attacked by wolves. What is relevant, and over-arching to fair compensation, is reasonable evidence of loss. We support a producer providing a certain standard of evidence regarding wolf attacks regardless of the species or class of livestock

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attacked. If wolves attack a heard of goats and evidence exists on-site and some are drug off and missing, a compensation ratio should apply. Limiting compensation ratios to only calves and sheep sets the species or class of livestock as the determining factor for compensation, when actually, evidence of damage or loss should be the determining factor for compensation.

Compensation on all land ownership: While Moffat County believes it is CPW's intent to pay compensation for livestock loss across all land ownerships, page 52 in the Plan creates ambiguity with the phrase "*private parcel of land*". The Plan should specifically state that compensation will occur on all federal, state, and private land ownership with evidence of loss or damage due to wolves.

Specific Comments:

Chapter 2. Background and Key Elements for Conservation and Management

1. pp. 10-11. Moffat County supports impact-based management goals. It is important that management flexibility exist for the range of impacts occurring. Density and behavior of wolves affect the need for greater management options as the severity of depredation and harassment of livestock or big game occur.
2. p. 12. "Willingness to Pay" studies often overstate the actual payments people are willing to make. Moffat County has experience with Willingness to Pay studies regarding wilderness values. It is unlikely Colorado will experience financial benefits from wolves that is greater than the cost of wolf management, despite the plan referencing "*the financial benefits associated with having wolves on the landscape was many times greater than what it cost to manage them*". In fact, expenses for wolf management in North Park have far exceeded the income from those "willing to pay". We suggest the draft plan reword or eliminate this reference, as speculative.
3. p. 18. Moffat County supports the Plan referencing both non-lethal and lethal control. Lethal control should always remain an option. Lethal control should apply in cases where animals caught harassing and stalking livestock, and not only applied to wolves caught in the act of biting livestock.
4. p. 23. The text mentions "*additional regulatory restrictions such as shortened hunting seasons to reduce hunter success rates, may need to be considered in some areas where wolves become established.*". Wildlife population monitoring is a critical role for CPW as wolf populations become established. Prior to the outfitting industry being negatively affected, Moffat County believes it is the Wildlife Commission's responsibility to resolve conflicts between wolves and the outfitting industry in Colorado.

Chapter 3. Reintroduction Implementation

5. Chapter 3 is void of any discussion about the wolves already existing in Colorado, mentioned on page 6. Moffat County would like to see a discussion clarifying the role of existing wolves and how existing wolves affect introductions.

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6. Moffat County supports the Colorado Wool Growers' comments regarding adequate testing for Hydatid Disease, endoparasites, and ectoparasites monitoring criteria.
7. Moffat County supports the 60-mile buffers from state lines and tribal lands, while we acknowledge that a wolf may travel farther than this in 1 day.
8. p. 34. While it is legal to introduce wolves on only state and private lands, it is well understood that no wolf will stay on state and private lands, and that uses of public lands from all federal agencies will be directly, not indirectly affected. CPW never Intended to conduct NEPA on federal lands, and releasing on state and private lands is a way to circumvent NEPA and place wolves on the ground by the end of 2023. The draft plan should acknowledge the social and economic impact of introducing wolves indirectly to federal lands and the users of federal lands.

Chapter 4. Recovery of Wolves in Colorado

9. p. 38. Moffat County requests Phase 4 (game status). Moffat County supports leaving Phase 4 in the Plan, despite political pressure to remove it. We urge the Commission to take into consideration that Phase 4 is not a commitment to open a hunting season on wolves. Rather it is a flexibility tool for management of populations. Game status allows the Commission to set rules, and make available to CPW a litany of management tools that are not available to non-game species. Game status is much more than a simple hunting season and CPW needs every tool in the toolbox available to them for wolf management. If the Wildlife Commission is not willing to include Phase 4 into the final Plan, Moffat County request that direct population control is granted in this plan as numbers exceed certain levels or impacts become greater than planned for. As a suggestion, direct take from APHIS or other authorized personnel should be described in this Plan.
10. p. 39. Moffat County appreciates that CPW acknowledges wolf populations will reproduce and populations grow quickly. The Plan even acknowledges that populations may grow fast enough that both the Phase 1 and 2 requirements could be met concurrently. The Plan states there could be a "regulatory lag" moving to Phase 3 where wolves are considered "non-game." Moffat County strongly urges CPW to be prepared to move to Phase 4 (or the direct population control option mentioned in #9 above) after 150-200 wolves are present, and proactively use reasonable population management tools to stabilize wolf populations. We have seen activists in wild horse management prevent horse removals when federal lands are decimated, even to the point of hindering sage grouse populations. We fully expect the same strategies to be used to prevent wolf population control, by pro-wolf groups as wolf populations reach numbers where hunting and other population control methods should occur.

Chapter 5. Wolf Management.

11. p. 41. Regarding the US Fish and Wildlife 10(j) rule, the Colorado wolf introduction plan *"anticipates that the resulting 10(j) rule will take effect prior to the reintroduction of wolves into the state."* Moffat County believes the 10(j) rule should be in-place prior to introductions

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and further, we believe the 10(j) rule is absolutely critical component of the success of this plan. Therefore, if Colorado finds itself in the unfortunately position that law suits, injunctions, or other legal strategies are used to stop finalization of the 10(j) rule prior to wolf introductions, the Wildlife Commission must not introduce wolves until the rule is implementable. The Colorado wolf introduction plan will be highly compromised, and likely fail, if wolves are placed on the ground without the 10(j) authorizations.

12. p. 42. Moffat County supports the flexibility and Impact-Based Management concepts and the acknowledgement that not all impacts can be predicted at this point.

Chapter 6. Wolf-Livestock Interactions

13. p. 52. Moffat County appreciates that CPW incorporated a Base Compensation Plan (100% full market value) as well as two options (basic and itemized) for compensation ratios. However, there are details that CPW must further describe in this plan. We recommend CPW define livestock consistent with the statute, *"Livestock" means cattle, horses, mules, burros, sheep, lambs, swine, llama, alpaca, and goats.* CPW must also clarify that Base Compensation includes all species of livestock as defined above. We request that yearling cattle be included in the compensation ratio formula similar to the Wildlife Commission's discussion at the February 7, 2023 Rifle Colorado public meeting. Furthermore, it may be appropriate for all species of livestock listed in the statute, and all classes of livestock to be included in either of the two compensation ratio formulas. Only "sheep or calves" are eligible for compensation ratios, and the Plan must be altered to allow for the SAG group recommendations along with Wildlife Commission's proposal at the February 7, 2023 public meeting in Rifle, where cattle yearlings would be compensated the same as calf ratios. Comments from CPW staff throughout this process reference that calves and sheep are the most vulnerable to wolves and likely to have lost calves and sheep where the compensation ratio would most likely be utilized. However, this should not prevent the other less-likely species to have a compensation ratio when proper documentation providing evidence of missing animals exists.
14. p. 52. The use of "private parcel of land" is misleading and implies that maybe CPW will not compensate for loss on State or Federal parcels of land. We believe CPW's intention is to compensate for loss on all lands in Colorado, but this awkward mention of private land parcels leaves the reader wondering. Please clarify this text to show compensation applies to any land ownership in Colorado.
15. p. 52. The meaning of the first bullet point is easily misunderstood and must be clarified. If the reader overlooks the semicolon in this sentence it completely changes the meaning of the sentence. With the semicolon, the sentence states that calves and sheep are only eligible for the compensation ratio. Without the semicolon, the sentence reads that calves, sheep, and all animals defined as "livestock" are eligible for the compensation ratio. This is a huge difference

February 10, 2023

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and must be reworded and re-punctuated to assure there is no ambiguity. With that stated, please see overriding comment above regarding compensation ratios.

16. p. 55. The requirement of a written report/statement from a certified veterinarian with body condition scores and pregnancy rates is a burdensome standard. Many producers testified to the Wildlife Commission about the shortage of large animal veterinarians and how often pregnancy testing and condition score evaluation are done with trained staff on a ranch, and records kept by trained producers without a veterinarian license. We recommend utilizing standard recordkeeping practices from operators rather than certified veterinarian reports.

Chapter 7. Monitoring, Ungulate Management, Research, and Reporting

17. p. 56. Moffat County strongly supports GPS collars on released wolves, and CPW's goal of maintaining two functional collars in each pack. Furthermore, CPW should openly share location data with livestock producers to give them the maximum opportunity to protect their herd.

Chapter 9. Funding.

18. p. 65. Moffat County acknowledges, as does the Wildlife Commission, Colorado Parks and Wildlife, and the Colorado citizenry, that due to Proposition 114 being passed by the voters, that funding isn't yet established. Since the funding need is widely recognized, Moffat County supports the concept of legislative initiatives that permanently fund this program. However, as General Fund dollars are assigned to the wolf program, we strongly urge close coordination with Colorado Counties Incorporated, and Associated Governments of NW Colorado, to assure that wolf money is not reassigned from programs critical to NW Colorado. We also support initiatives that would apply taxes or fees to counties and citizenry that directly voted for, and supported the wolf initiative. Those who asked for wolves, should pay for them.

Thank you for the opportunity to comment on the draft Colorado Wolf Restoration and Management Plan. If you have any questions regarding our comments, please contact any of the below listed County Commissioners, or our Natural Resources Director, Jeff Comstock.

Sincerely,

Tony Bohrer, Chairman
Moffat County Commissioners

Melody Villard, District 2
Moffat County Commissioner

Donald Broom, District 3
Moffat County Commissioner

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GREATER SANDHILL CRANE WEEK 2023 PROCLAMATION



WHEREAS, Greater Sandhill Cranes are an iconic species that breed and raise their young in Moffat County as well as stage here in the fall

WHEREAS, Greater Sandhill Cranes are large, ancient birds dating back 2.5 million years and are famous for their elaborate dancing and loud bugling calls

WHEREAS, Greater Sandhill Cranes mate for life, show strong commitment to family, and can live for more than 20 years in the wild

WHEREAS, Greater Sandhill Cranes are classified as a Tier 1 Species of Concern in the State of Colorado

WHEREAS, Greater Sandhill Cranes are wetland dependent and are an ambassador species for wetland habitat and all the wetland creatures found in Moffat County

WHEREAS, Greater Sandhill Cranes from throughout the Rocky Mountain Range stage in Moffat County during the late summer and early fall and are the star of the annual Yampa Valley Crane Festival that brings in hundreds of visitors to our area

WHEREAS, Greater Sandhill Cranes return in early March to Moffat County from their wintering grounds in Arizona and New Mexico

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Moffat County, Colorado that March 1-8, 2023, be designated as Greater Sandhill Crane Week, and urge citizens to welcome the cranes back and to protect crane habitat throughout the Yampa Valley.

BY THE BOARD OF COUNTY COMMISSIONERS, MOFFAT COUNTY, COLORADO.

Tony Bohrer, Chair
County Commissioner, District 1

ATTEST:

Erin Miller, Moffat County Deputy Clerk and
Recorder

Melody Villard, County Commissioner
District 2

Donald Bohrer, County Commissioner
District 3