

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

1198 W. Victory Way Craig, Colorado 81625

(970) 824-5517

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, February 27, 2024

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) February 27 (pgs 4-6)

Resolutions:

- b) 2024-25: Transfer of Intergovernment Funds for the month of February 2024 (pg 7)
- c) 2024-26: Special Payroll (pg 8)
- d) 2024-27: Voided Warrants for the month of February (pg 9)
- e) 2024-28: Transfer of Payment of Warrants for the month of December 2023 (pg 10)
- f) 2024-29: Accounts Payable (pg 11)
- g) 2024-31: P-Cards (pg 12)
- h) 2024-32: Payroll (pg 13)

Contracts & Reports:

- i) Airport Runway Paving contract w/Armstrong (pgs 14-49)
- j) Hotline Memo of Understanding w/Prowers County (pgs 50-53)
- k) HCPF Amendment #3 Incentives (pgs 54-80)
- l) Memo of Understanding for Interpretation/Translation Services between Department of Public Health and Integrated Community (pg 81)
- m) Vital Records Policy (pgs 82 & 83)
- n) Memo of Understanding between Board of County Commissioners & Department of Human Services (pg 84)
- o) Emergency Mutual Aid & Assistance Agreement for Local Colorado Public Health Agencies (pgs 85-94)
- p) Contract to retain Economic Expert Witness for PUC Hearings
- q) Memo of Understanding between BCC & Craig City Council re: Legal Services for Participation in PUC Hearings (pgs 95 & 96)

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



4:50 PM 2/26/2024

Public Comment/General Discussion:

Board of County Commissioners

- 1) Appoint seat for:
 - Area Council on Aging (pg 97)
 - Library Board of Trustees (pg 98)
- 2) Resolution 2024-34: Declaring Moffat County as a Non-Sanctuary County, Setting Priorities and Expectations in Response to Immigration Influx (pgs 99-101)
- 3) Adopt letter to Mayor of Denver regarding Moffat County 's Non-Sanctuary status (pgs 102 & 103)

8:45 am

Public Hearing:

- 4) Sheriff's Office – Chip McIntyre
 - Ordinance 2024-0227: Dog Control Ordinance – Second (Final) Reading (pgs 104-106)
 - Resolution 2024-30: Providing for the Licensing and Control of Dogs in Moffat County, Colorado, and Repealing all Resolutions, or Portions Thereof, in Conflict Therewith (pgs 107-121)

Staff Reports:

- 5) Road & Bridge Department – Dan Miller
 - Bid Recommendation: Mag Chloride (pg 122)
- 6) Road & Bridge Department – Bruce White
 - Bid Recommendation: Belly Dump Trailers (4) (pg 123)
- 7) County Attorney – Rebecca Tyree
 - Resolution 2024-33: Resolution Authorizing Vice-Chair of Board of County Commissioners to Act on Behalf of said Board in Negotiations Related to the Tri-State Electric Resource Plan Hearings at the Public Utilities Commission, including Authorization to Sign Contracts Related to such Hearings (pgs 124 & 125)
- 8) Craig/Moffat County Airport – Candace Miller
 - Airport Apron Seal Coating Project - Professional Services Award recommendation (pgs 126-129)



4:50 PM2/26/2024

Presentation(s):

- 9) Colorado Crane Conservation Coalition – Nancy Merrill
 - Proclamation for Greater Sandhill Crane Week (March 1-8) (pg 130)
 - Kris Brannan – Oaths of Office & the Constitution

Adjournment

The next scheduled BOCC meeting will be Tuesday, March 12, 2024 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/20pgPFgEg4E>

OR

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

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

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



4:50 PM 2/26/2024

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

February 13, 2024

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Erin Miller, Deputy Clerk & Recorder; Neil Binder; Candace Miller; Rebecca Tyree; Angie Boss; Ron Epplin; Ashley Dishman; Jeff Comstock; Chip McIntyre

Call to Order
Pledge of Allegiance

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

Commissioner Broom was out of town at another meeting.

Bohrer made a motion to approve the agenda as presented. Villard seconded the motion. Motion carried 2-0.

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

- a) Jan 23; Feb 1 – Special Meeting

Resolutions:

- b) 2024-18: Payroll
- c) 2024-19: Transfer of Intergovernment Funds for the month of January 2024
- d) 2024-20: Voided Warrants Resolution for February 2024
- e) 2024-21: Payment of Warrants for December 2023
- f) 2024-22: Accounts Payable
- g) 2024-23: Payroll

Contracts & Reports:

- h) Annual Stormwater Reports (13)
- i) Annual Reaffirmation of Colorado Works Program Memo of Understanding
- j) Treasurer's Report
- k) Ratification of Letter of Commitment for Partnerships for Success grant (Department of Public Health)
- l) Renewal of Liquor License for Yampa Valley Golf Course
- m) Department of Public Health Building Access Policy
- n) Department of Public Health HIPAA Policy and Confidentiality Agreement
- o) CO Works Life Skills Services contract w/Prather Productions

Bohrer made a motion to approve the consent agenda items A-O. Villard seconded the motion.
Motion carried 2-0.

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:

There was no public comment.

Board of County Commissioners

- Appoint Airport Advisory Board seat (see attached)

Darryl Willshire had submitted a letter of interest for an open seat on the Airport Advisory Board. This appointment would complete a term that goes through December of 2025.

Villard moved to appoint Darryl Willshire to the Airport Advisory Board to complete a term that goes through December of 2025. Bohrer seconded the motion. Motion carried 2-0.

- **Resolution 2024-24:** Resolution Ratifying By-Laws of the Moffat County Local Marketing District - adopted on February 8, 2024 (see attached)

Villard explained that the LMD reviewed their by-laws this year and did some clean up. This will go out to all three of the Ex-Officio entities (Moffat County, City of Craig and Town of Dinosaur) to sign. Bohrer asked when will the tax that supports the efforts of this board sunset? Villard replied that it could potentially sunset at the end of 2025, if it didn't get renewed by the voters in November 2025.

Villard moved to approve **Resolution 2024-24:** Resolution Ratifying By-Laws of the Moffat County Local Marketing District - adopted on February 8, 2024. Bohrer seconded the motion. Motion carried 2-0.

Staff Reports:

Office of Development Services – Neil Binder

- Final Release of Retainage for BHI (see attached)

Binder presented the final release of the \$50,000 retainage to BHI for the new Courthouse project. Final payment was advertised in the Craig Press on February 2nd and 9th, and no notices of claims or outstanding payments have been received, and all lien releases have been received as well. There are plans in place to see that any warranty items will be completed and there are no remaining "punch list" items.

Villard moved to approve release of final retainage to BHI. Bohrer seconded the motion. Motion carried 2-0.

8:45 am

Public Hearing:

Sheriff's Office – Chip McIntyre

- **Ordinance 2024-0326:** Adoption of Model Traffic Code (First Reading) (see attached)

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

McIntyre presented the first reading of **Ordinance 2024-0326:** Adoption of Model Traffic Code. The purpose behind this ordinance is to "clean up" revisions and continuity with the state laws, provide for safer roads and better traffic management. The next hearing for this ordinance will be in 30 days.

County Attorney, Rebecca Tyree, clarified that in 2021, the State Legislature changed the way that traffic infractions are enforced – no longer as misdemeanors, just traffic/civil infractions, penalized by fines rather than any jail time.

There was no public comment.

Back in regular session, Villard moved to approve the first reading of **Ordinance 2024-0326: Adoption of Model Traffic Code**. Bohrer seconded the motion. Motion carried 2-0.

Planning & Zoning – Candace Miller

- Lazarus application for Exemption from Subdivision Regulation – E-24-01 (see attached)

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

Miller presented the Lazarus application for Exemption from Subdivision Regulations for a 5.72-acre division of their 70.18-acre parcel. There are no previous exemptions on this property, which is located off Frontier Road, between US 40 and CR 104 (Skull Creek Estates).

Villard moved to approve the Lazarus application for Exemption from Subdivision Regulation – E-24-01. Bohrer seconded the motion. Motion carried 2-0.

Meeting adjourned at 8:57 am

The next scheduled BOCC meeting is Tuesday, February 27, 2024

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2024-25
TRANSFER OF INTERGOVERNMENT FUNDS
FOR THE MONTH OF FEBRUARY 2024

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)(CREDIT)</i>	<i>Amount</i>	<i>To: (Fund) (DEBIT)</i>	<i>Amount</i>
PUBLIC HEALTH	44.93	GENERAL	44.93
TOTALS		TOTALS	
	<u><u>\$ 44.93</u></u>		<u><u>\$ 44.93</u></u>

Adopted this 27th day of February, A.D. 2024

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 2th day of February, A.D. 2024

Clerk & Recorder

RESOLUTION 2024-26
PAYMENT OF PAYROLL WARRANTS
Special PH Payroll Ending 2/16/2024

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 2/16/2024

FROM FUND:

General	0010.7000	\$0.00	cr
Road & Bridge	0020.7000	\$0.00	cr
Landfill	0070.7000	\$0.00	cr
Airport	0120.7000	\$0.00	cr
Library	0130.7001	\$0.00	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$0.00	cr
Mo Co Tourism	0320.7000	\$0.00	cr
PSC Jail	0072.7000	\$0.00	cr
Human Services	0030.7100	\$0.00	cr
Public Health	0065.7000	\$6,997.25	cr
SM I	0168.7000	\$0.00	cr
SM II	0169.7000	\$0.00	cr

TO FUND:

Warrant	0100.1000	\$6,997.25	dr
---------	-----------	------------	----

Adopted this 27th day of February, A.D. 2024

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

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

RESOLUTION 2024-28
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF DECEMBER 2023 (PRIOR YEAR EXPENSES)

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

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

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

FROM FUND:	Check Date:	2/27/2024		
General	110	<u>\$10,243.39</u>	CR	0010.7000
Road & Bridge	200	<u>\$552.80</u>	CR	0020.7000
Landfill	240		CR	0070.7000
Airport	260	<u>\$27,435.42</u>	CR	0120.7000
Emergency 911	270		CR	0350.7000
Capital Projects	510	<u>\$18,614.24</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212		CR	0130.7001
Maybell Sanitation	610	<u>\$1,200.00</u>	CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215		CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219		CR	0320.7000
PSC - JAIL	210		CR	0072.7000
Human Sevices	220		CR	0030.7100
Public Health	250		CR	0065.7000
Sunset Meadows I	910		CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920		CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$90.00</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$58,135.85</u>	DR	

Adopted this 27th day of February, 2024

Chairman

RESOLUTION 2024-29
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF FEBRUARY 2024

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

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

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

FROM FUND:	Check Date:	2/27/2024		
General	110	<u>\$76,999.30</u>	CR	0010.7000
Road & Bridge	200	<u>\$126,917.74</u>	CR	0020.7000
Landfill	240	<u>\$6,318.91</u>	CR	0070.7000
Airport	260	<u>\$405.47</u>	CR	0120.7000
Emergency 911	270	<u>\$74.61</u>	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$4,094.22</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$86.01</u>	CR	0280.7000
Health & Welfare	720	<u>\$160,264.09</u>	CR	0080.7000
Senior Citizens	215		CR	0170.7000
Internal Service Fund	710	<u>\$2,376.09</u>	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>\$14,188.86</u>	CR	0072.7000
Human Sevices	220	<u>\$2,168.53</u>	CR	0030.7100
Public Health	250	<u>\$18.53</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$9,501.45</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$9,559.28</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$95.00</u>	CR	0040.7000
Shadow Mountain LID	530	<u>\$26.00</u>	CR	0110.7000
MC Local Marketing District	231	<u>\$12,277.00</u>	CR	0050.7000
To Fund				
Warrant		<u>\$425,371.09</u>	DR	

Adopted this 27th day of February, 2024

Chairman

RESOLUTION 2024-31
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF FEBRUARY 2024

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

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

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

FROM FUND:	Check Date:	2/27/2024		
General	110	<u>\$14,349.26</u>	CR	0010.7000
Road & Bridge	200	<u>\$5,239.12</u>	CR	0020.7000
Landfill	240		CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	<u>\$3,499.21</u>	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$534.96</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	<u>\$1,733.52</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	<u>\$817.53</u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$2,843.69</u>	CR	0320.7000
PSC - JAIL	210	<u>\$4,815.68</u>	CR	0072.7000
Human Sevices	220	<u>\$1,717.10</u>	CR	0030.7100
Public Health	250	<u>\$13,976.42</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$633.45</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$536.45</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$2,772.34</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$53,468.73</u>	DR	

Adopted this 27th day of February, 2024

Chairman

RESOLUTION 2024-32
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 2/17/2024

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 3/1/2024

FROM FUND:

General	0010.7000	\$245,368.27	cr
Road & Bridge	0020.7000	\$167,436.90	cr
Landfill	0070.7000	\$15,049.53	cr
Airport	0120.7000	\$726.96	cr
Library	0130.7001	\$11,258.08	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,396.03	cr
Mo Co Tourism	0320.7000	\$3,184.18	cr
PSC Jail	0072.7000	\$62,929.03	cr
Human Services	0030.7100	\$65,980.11	cr
Public Health	0065.7000	\$12,798.06	cr
SM I	0168.7000	\$3,765.87	cr
SM II	0169.7000	\$4,416.04	cr

TO FUND:

Warrant	0100.1000	\$600,309.06	dr
---------	-----------	--------------	----

Adopted this _____ day of _____ A.D. 2024

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

AGREEMENT

This Agreement is made and entered into this 12th day of December, 2023 by and between the City of Craig and Moffat County, (hereinafter "Sponsor"), and Oldcastle SW Group, Inc. dba United Companies (hereinafter "Contractor").

WITNESSETH

WHEREAS, Sponsor received sealed proposals for the provision and furnishing of any and all labor, tools, supplies, equipment, and/or materials necessary and required for the rehabilitation of Runway 7/25 and taxiway connectors, and replacement of Runway Lighting (excluding Rotating Beacon) which more fully defined and identified in AIP No. 3-08-0012-020-2022, | 3-08-0012-021-2023, or ACI No. 226802 | 236897 (hereinafter "Project"); and

WHEREAS, Contractor submitted a sealed proposal to Sponsor for the Project; and

WHEREAS, the Project has been awarded to Contractor; and

WHEREAS, Contractor is willing and able to perform all of the work that is necessary and required to complete the Project; and

THEREFORE, for and in consideration of the fees, covenants, and agreements contained herein, and for other good and valuable consideration, it is agreed and understood between Sponsor and Contractor:

ARTICLE 1

ACCESS TO RECORDS AND REPORTS

(2 CFR § 200.334, 2 CFR § 200.337, and FAA Order 5100.38)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpt and transcriptions. The Contractor agrees to maintain all books, records, and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

ARTICLE 2

AFFIRMATIVE ACTION REQUIREMENT

(41 CFR Part 60-4 and Executive Order 11246)

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables:

Goals for Minority participation for each trade 10.2%

Goals for Female participation for each trade 6.9%

These goals are applicable to all the Contractor's Construction work (whether or not it is Federal or Federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- D. As used in this notice and in the Contract resulting from this solicitation, the "covered area" is in Craig, Moffat County, Colorado.

ARTICLE 3 BREACH OF CONTRACT TERMS (2 CFR § 200 Appendix II(A))

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Contractor must correct the breach. Sponsor may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Sponsor's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 4

BUY AMERICAN PREFERENCE

(Title 49 USC § 50101, Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA))

*****SEE INSTRUCTIONS TO BIDDERS - SECTION 22 AND PROPOSAL FOR SOLICITATION COMPLIANCE. *****

Certification of Compliance with Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

ARTICLE 5

CIVIL RIGHTS-GENERAL

(49 USC § 47123)

- 5.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements.** In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual

orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

- 5.2 Specific Clause that is used for General Contract Agreements.** The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.
- 5.3 Specific Clause that is used for Lease Agreements or Transfer Agreements.** If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

**ARTICLE 6
CIVIL RIGHTS - TITLE VI ASSURANCES
(49 USC § 47123 and FAA Order 1400.11)**

*****NOTE: SEE INSTRUCTIONS TO BIDDERS - SECTION 23 FOR SOLICITATION COMPLIANCE.*****

6.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and

Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

6.2 Nondiscrimination Requirements/Title VI Clauses for Compliance.

The Sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements.
- 3) Other types of contracts with utility companies involving property covered by A6.4.2, A6.4.3, or A6.4.4.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

- 1) **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- 2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the

land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR
IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances:

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Sponsor will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Sponsor will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Sponsor) and its assigns*.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

ARTICLE 7

CLEAN AIR AND WATER POLLUTION CONTROL

(2 CFR Part 200, Appendix II(G), 42 USC § 7401, et seq, 33 USC § 1251, et seq)

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

ARTICLE 8
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS
(2 CFR Part 200, Appendix II(E), 2 CFR § 5.5(b), 40 USC § 3702, 40 USC § 3704)

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

8.1 Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

8.2 Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

8.3 Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

8.4 Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

ARTICLE 9
COPELAND "ANTI-KICKBACK" ACT
(2 CFR § 200, Appendix II (D) and 29 CFR parts 3 and 5)

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Sponsor, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Sponsor must report any violations of the Act to the Federal Aviation Administration.

ARTICLE 10
DAVIS BACON REQUIREMENTS
(2 CFR Part 200, Appendix II(D), 29 CFR Part 5, 49 USC § 47112(b),
40 USC §§ 3141-3144, 3146, and 3147)

10.1 MINIMUM WAGES.

- a. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- b.
 - i. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The

contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- ii. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - iii. In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - iv. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - v. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - iv. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

10.2 Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to

be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

10.3 Payrolls and Basic Records.

- a. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.

- i. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal

Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

- ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (a) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
 - (b) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
 - (c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
 - (e) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- iii. The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

10.4 Apprentices and Trainees.

- a. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- b. Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and

participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. **Equal Employment Opportunity.** The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

10.5 Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

10.6 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

10.7 Contract Termination: Debarment. A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

10.8 Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

10.9 Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10.10 Certification of Eligibility.

- a. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

ARTICLE 11
DEBARMENT AND SUSPENSION
(2 CFR Part 180 (Subpart B), 2 CFR Part 200, Appendix II(H), 2 CFR Part 1200,
DOT Order 4200.5, Executive Orders 12549 and 12689)

***NOTE: SEE PROPOSAL FOR SOLICITATION COMPLIANCE. ***

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

ARTICLE 12
DISADVANTAGED BUSINESS ENTERPRISE
(49 CFR part 26)

Prime Contracts (Projects Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13) - The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (a) Withholding monthly progress payments;
- (b) Assessing sanctions;

(c) Liquidated damages; and/or

(d) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) – The prime contractor must not terminate a DBE subcontractor listed in response to the Instructions for Bidders, Section 20 (or an approved substitute DBE firm) without prior written consent of Sponsor. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent Sponsor. Unless Sponsor consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Sponsor may provide such written consent only if Sponsor agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to Sponsor its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Sponsor, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Sponsor and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Sponsor should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Sponsor may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

ARTICLE 13
DISTRACTED DRIVING
(Executive Order 13513 and DOT Order 3902.10)

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

ARTICLE 14
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
(2 CFR § 200, Appendix II(K), 2 CFR § 200.216)

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act (Public Law 115-232 § 889(f)(1)).

ARTICLE 15
DRUG FREE WORKPLACE REQUIREMENTS
(49 CFR part 32 and Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended))

NOT APPLICABLE

ARTICLE 16
EQUAL EMPLOYMENT OPPORTUNITY (EEO)
(2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246)

16.1 EQUAL OPPORTUNITY CLAUSE

16.1.1 During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16.2 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

16.2.1 As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

16.2.2 Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

16.2.3 If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan

does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

16.2.4 The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

16.2.5 Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

16.2.6 In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

16.2.7 The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred

back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

16.2.8 Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

16.2.9 A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

16.2.10 The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

16.2.11 The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

16.2.12 The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

16.2.13 The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

16.2.14 The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

16.2.15 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ARTICLE 17

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(29 USC § 201, et seq, 2 CFR § 200.430)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

ARTICLE 18
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
(31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(I),
and 49 CFR part 20, Appendix A)

CERTIFICATION REGARDING LOBBYING

18.1 The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

18.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

18.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

18.1.3 The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 19
PROHIBITION OF SEGREGATED FACILITIES
(2 CFR Part 200, Appendix II(C), 41 CFR Part 60-1)

19.1 The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

19.2 "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas,

transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- 19.3** The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

**ARTICLE 20
OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
(29 CFR part 1910)**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**ARTICLE 21
PROCUREMENT OF RECOVERED MATERIALS
(2 CFR § 200.323, 2 CFR Part 200, Appendix II(J), 40 CFR Part 247,
42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA)))**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- (a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- (b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- (a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- (b) Fails to meet reasonable contract performance requirements; or

- (c) Is only available at an unreasonable price.

ARTICLE 22
RIGHTS TO INVENTIONS
(2 CFR § 200, Appendix II(F), 37 CFR § 401)

NOT APPLICABLE

ARTICLE 23
SEISMIC SAFETY
(49 CFR Part 41)

NOT APPLICABLE

ARTICLE 24
TAX DELINQUENCY AND FELONY CONVICTIONS
(Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions
in subsequent appropriations acts. DOT Order 4200.6 – Appropriations Act Requirements for
Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- (a) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (b) The applicant represents that it is () is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note: If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the Sponsor about its tax liability or conviction to the Sponsor, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

ARTICLE 25 TERMINATION OF CONTRACT

(2 CFR Part 200, Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09)

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Sponsor may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Sponsor. Upon receipt of a written notice of termination, except as explicitly directed by the Sponsor, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- (a) Contractor must immediately discontinue work as specified in the written notice.
- (b) Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- (c) Discontinue orders for materials and services except as directed by the written notice.
- (d) Deliver to the Sponsor all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
- (e) Complete performance of the work not terminated by the notice.
- (f) Take action as directed by the Sponsor to protect and preserve property and work related to this contract that Sponsor will take possession.

Sponsor agrees to pay Contractor for:

- (a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- (b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

- (c) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- (d) reasonable and substantiated expenses to the Contractor directly attributable to Sponsor's termination action.

Sponsor will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Sponsor's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Sponsor termination of this contract due to default of the Contractor.

TERMINATION FOR DEFAULT (EQUIPMENT)

The Sponsor may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

- (a) Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
- (b) Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
- (c) Fails to make delivery of the equipment within the time specified in the Contract, including any Sponsor approved extensions;
- (d) Fails to comply with material provisions of the Contract;
- (e) Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
- (f) Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Sponsor will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Sponsor's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within 10 days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Sponsor, the Sponsor has authority to acquire equipment by other procurement action. The Contractor will be liable to the Sponsor for any excess costs the Sponsor incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Sponsor shall be at the Contract price. The Sponsor may withhold from amounts otherwise due the Contractor for such completed

equipment, such sum as the Sponsor determines to be necessary to protect the Sponsor against loss because of Contractor default.

Sponsor will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Sponsor, acts of another Contractor in the performance of a contract with the Sponsor, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Sponsor determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Sponsor issued the termination for the convenience the Sponsor.

The rights and remedies of the Sponsor in this clause are in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 26
TRADE RESTRICTION CLAUSE
(49 USC § 50104, 49 CFR part 30)

***NOTE: SEE PROPOSAL FOR SOLICITATION COMPLIANCE. ***

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- (a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- (b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- (c) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- (b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- (c) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

ARTICLE 27 VETERAN'S PREFERENCE (49 USC § 47112(c))

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

ARTICLE 28 DOMESTIC PREFERENCES FOR PROCUREMENTS (2 CFR § 200.322, 2 CFR Part 200, Appendix II(L))

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

**ARTICLE 29
CONTRACT DOCUMENTS**

The Contract Documents consist of the following:

Invitation for Bids	Instructions to Bidders	Change Orders
Notice of Award	Agreement	Applications for Payment
Performance Bond	EEO Requirements in Subcontracts	Notice of Contractor's Settlement
Proposal	Payment Bond	Wage Rates
Notice to Proceed	Certification of Inclusion of Labor	General Provisions
Technical Specifications	Special Provisions	Construction Safety and Phasing Plan
Plans and Drawings	Construction Management Plan	Addenda

These Contract Documents are incorporated herein and are a part of this Agreement.

**ARTICLE 30
SCOPE OF WORK**

Contractor is to complete the Project in accordance with the Contract Documents and in accordance with all codes and regulations governing the construction of the Project. Any work, materials, or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result shall be supplied by Contractor whether or not specifically called for. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of bids and Contractor shall comply therewith. Sponsor shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

**ARTICLE 31
CONTRACT TIME**

Contractor agrees to undertake the performance of the Project on the date stated in the Notice to Proceed as issued by the Sponsor and agrees to fully complete the Project within forty-five (45) calendar days for Schedule I and Schedule II, and fifteen (15) calendar days for Schedule III unless an extension of time is granted by Sponsor in accordance with the provisions of Section 80, Paragraph 7, of the General Provisions.

**ARTICLE 32
DAMAGES**

- 32.1** It is acknowledged that Contractor's failure to complete the Project within the Contract Time will cause Sponsor to incur substantial economic damages and losses of the types and in the amounts which are significantly difficult to compute and ascertain with any certainty as a basis for the recovery by Sponsor of actual damages, and that liquidated damages represent a fair, reasonable, and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, Contractor agrees that liquidated damages may be assessed and recovered by Sponsor as against Contractor and its Surety in the event of delayed completion and without Sponsor being required to present any evidence of the amount or character of actual damages sustained by reason

thereof. Contractor shall be liable to Sponsor for payment of liquidated damages in the amount of One Thousand Seven Hundred Fifty and No/100ths Dollars (\$1,750) for each day that the Project is delayed beyond the Contract Time as adjusted for any time extension that may be provided for by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Sponsor without limiting Sponsor's right to terminate this Agreement for default as provided elsewhere herein. Additionally, Sponsor may hold all or part of any liquidated damages from payments that may be due to Contractor for the Project. The acceptance by Sponsor of such liquidated damages does not constitute a waiver by Sponsor of any other remedy available at law or in equity, and Sponsor expressly reserves its right to pursue any available remedy.

- 32.2** If Contractor fails to comply with any covenants or conditions of this Agreement, Sponsor may take such actions as Sponsor deems necessary to complete the Project using persons and entities selected by Sponsor. If Sponsor's costs of completing the Project exceed any unpaid amounts to Contractor for the Project, upon demand, Contractor shall reimburse Sponsor the difference between the actual cost of completion and the unpaid balance of any amounts that remain to be paid for the Project. Sponsor's rights and remedies under this section are not exclusive and are cumulative with any other rights and remedies Sponsor may have under this Agreement or applicable law. Notwithstanding the foregoing, Sponsor shall have all available rights and remedies pursuant to Colorado's statutes related to the Construction Defect Action Reform Act as well as any and all other applicable federal, state, or local statutes, laws, rules, and/or regulations.

ARTICLE 33

TERMS OF PAYMENT

- 33.1** Sponsor agrees to pay Contractor in accordance with the price or prices set forth in Contractor's Proposal, for the total cost of the Project, or the "Contract Price," will be Six Million Six Hundred and Twenty-Eight Thousand and Fifty-Two Dollars and Seventy-Five Cents (\$6,628,052.75). Partial payments will be made for work completed on the Project during the previous month, as well as for materials (invoice cost only) delivered to the site of the Project and which are properly and suitably stored.

- 33.2** Application for partial payments for stored materials must be accompanied by certified invoices showing all pertinent data that may be required by Armstrong Consultants, Inc. ("Engineer"), to verify the accuracy of the invoices and their relation to the stored materials. Failure to provide certified invoices will disqualify the materials in question from consideration for partial payment. Partial payments for work completed on the Project during the previous month will be made based on the Contractor's Application for Payment and any Recommendation of Payment made by Engineer. Sponsor will retain, from any partial payments, ten percent (10%) of the total amount due to Contractor based on the Contractor's Application for Payment and any Recommendation of Payment made by Engineer. However, nothing herein shall be construed as relieving Contractor and his, her, or its Sureties on the Contractor's Bond from any claim or claims for work or labor done, or materials or supplies furnished, as part of this Agreement and the completion of the Project.

- 33.3** It is the intent of Sponsor to make any partial payments in the following manner:

33.3.1 The Contractor shall submit to Engineer his Application for Payment no later than the next to last Friday of the month.

33.3.2 Engineer will, within 7 days after receipt, submit the Application for Payment to Sponsor for payment along with its Recommendation of Payment, noting any changes. The Sponsor will then make payment to Contractor when funds are received from the FAA and/or State and are available to Sponsor for payment to Contractor.

ARTICLE 34 BONDS & INSURANCE

34.1 At the time of the execution of this Agreement, Contractor shall provide the bonds that are required by the Contract Documents. The Performance Bond will be in an amount not less than one hundred percent (100%) of the Contract Price and shall provide for the completion of the Project in accordance with the Contract Documents, without additional cost to Sponsor. The obligation period of the Performance Bond will provide for the correction or replacement of any portion of the Project that is considered by Sponsor and/or Engineer to be defective in materials and workmanship for a period of one year following final acceptance of the Project, and it shall fully cover any and all of the costs of removal, correction, reconstruction, and any and all other related expenses in repairing or correcting the defective portions of the Project, without additional cost to Sponsor. The Payment Bond will be in an amount not less than one hundred percent (100%) of the Contract Price and it shall provide for the payment of all Project costs in accordance with the Contract Documents, without additional cost to Sponsor.

34.2 Contractor shall obtain, before beginning the Project, and maintain in full force at all times relevant to this Agreement, as well as assure that all persons or entities working on the Project obtain and maintain in full force at all times, insurance for the protection of claims under workers' compensation laws. Prior to commencing work on the Project, Contractor, at Sponsor's request, shall provide Sponsor with a certification of the maintenance of workers' compensation as required by this section. Contractor shall also maintain, in full force at all times relevant to this Agreement, public liability/commercial general liability insurance and property damage insurance for the Contractor and for his Subcontract operations with a limit of at least \$2,000,000. This insurance shall also include coverage for completed operations, contractual liability, and automotive liability and shall afford coverage for all claims for bodily injury, including death, and all claims for the destruction of, or damage to, property arising out of or in connection with any work completed on the Project in regard to this Agreement, whether such work was done by Contractor or anyone directly or indirectly employed by Contractor or by a subcontractor. At a minimum, Public Liability Insurance shall be in the amount of not less than \$2,000,000.00 for injuries, including accidental death, to any one person, nor less than \$2,000,000.00 on account of any one accident. Property Damage Insurance shall be carried in an amount not less than \$2,000,000.00. Additionally, Contractor shall name Sponsor and Engineer as additional named insureds on these insurance policies, with the exception of the Workers' Compensation Insurance. Contractor, at Sponsor's request, shall provide Sponsor with certificates of these insurance policies. Prior to the completion of the Project, the insurance required under this Agreement cannot be cancelled by Contractor. See Special Provisions for additional insurance information.

ARTICLE 35
BONDING CLAUSES

- 35.1** Contractor agrees to furnish a performance bond for 100 percent of the Contract Price. This bond is to be executed in connection with this Agreement in order to secure fulfillment of all of Contractor's obligations under this Agreement.
- 35.2** Contractor agrees to furnish a payment bond for 100 percent of the Contract Price. This bond is to be executed in connection with this Agreement to ensure payment of all monies owed by Contractor under this Agreement and other Contract Documents.

ARTICLE 36
CHANGE ORDERS

Changes in the scope of work for the Project or the performance of the work under this Agreement and any materials used may be accomplished after execution of the Agreement and without invalidating the Agreement. However, a change order shall be in writing and signed by Sponsor, Contractor, Engineer, and other Funding Agencies as required. Change orders shall include notice to the Sponsor of the increase or decrease in cost as a result thereof. Any revision to the Plans and Specifications that are approved by Sponsor, if any, shall be considered to be a change order that has been approved by Sponsor when delivered to Contractor, requiring no further approval by Sponsor.

ARTICLE 37
DEBRIS REMOVAL

Contractor shall, at all times, keep the work site reasonably free from the accumulation of waste materials or rubbish caused by its operations during its work on the Project. All waste and debris, tools or equipment, and surplus materials or machinery shall be removed as a condition of the substantial completion of the Project.

ARTICLE 38
ATTORNEY'S FEES & PUNITIVE DAMAGES

In the event of litigation or arbitration to resolve any claim made by either party to this Agreement, the prevailing party shall be entitled to its costs and attorney fees incurred as a result of such litigation or arbitration. Each party hereto also intentionally waives all rights to recover punitive or exemplary damages from the other.

ARTICLE 39
GOVERNING LAW

This Agreement shall be interpreted and governed in accordance with the laws of the State of Colorado.

ARTICLE 40
MODIFICATION OF AGREEMENT

No subsequent modification of the terms of this Agreement shall be valid, binding on the parties, or enforceable unless made in writing and signed by the parties.

**ARTICLE 41
SEVERABILITY**

In the event any part of this Agreement is found to be void, illegal, invalid, or unenforceable under any present or future law, then the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though such part was deleted.

**ARTICLE 42
BINDING EFFECT**

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

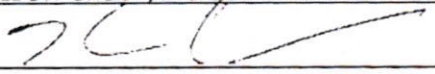
**ARTICLE 43
HOLD HARMLESS**

Contractor shall release Sponsor and Engineer, and all of their agents, representatives, officers, employees, boards, directors, committees, and commissions, of any liability for, and shall protect, defend, indemnify, and hold Sponsor and Engineer harmless from and against all claims, demands, and causes of action of every kind and character that are asserted or brought on account of bodily injury, death, or damage to property as a result of the actions, omissions, negligence, gross negligence, and/or recklessness of Contractor or Contractor's agents, employees, representatives, invitees, licensees, subcontractors, or subcontractor's subcontractors. Contractor's indemnification obligations under this section shall be without regard to, and without any right to contribution from, any insurance maintained by Contractor. Additionally, Contractor's indemnity obligations under this section shall be supported by insurance, but this insurance requirement shall be a separate and distinct obligation from Contractor's indemnity obligations, and the insurance and indemnity obligations shall be separately and independently enforceable. Further, Contractor's indemnity obligations hereunder are not limited by any insurance coverage Contractor may have.

CAUTION: READ BEFORE SIGNING.

IN WITNESS THEREOF, the parties have executed this Agreement on the date set forth next to their signatures.

OLDCASTLE SW GROUP, INC. DBA UNITED COMPANIES (CONTRACTOR)

By  Date 10-3-2023
Kyle Alpha, Vice President

CITY OF CRAIG, COLORADO

By  Date 12/12/2023
Chris Nichols, Mayor

CITY OF CRAIG, COLORADO (ATTEST)

By 

Liz White, City Clerk

Date 12/12/2023

MOFFAT COUNTY, COLORADO

By _____

Date _____

Tony Bohrer, Chairman, BOCC

MOFFAT COUNTY, COLORADO (ATTEST)

By _____

Date _____

Stacy Morgan, County Clerk

MEMORANDUM OF UNDERSTANDING
Between
MOFFAT COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Moffat County, Colorado ("Moffat County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Moffat County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Moffat County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Moffat County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Moffat County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Moffat County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Moffat County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Moffat County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Moffat County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Moffat County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Moffat County may request. Moffat County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Moffat County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	421
C/W Inquiries 150 Divided by 10	15
Total Estimated Reports	436
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	388
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 9,312.00
Estimated number of APS reports Jan 2024 – Dec 2024	104
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 2,496.00
Total Investment for Call Coverage services	\$ 11,808.00

6. Moffat County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN MOFFAT COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Moffat County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Moffat County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Moffat County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Moffat County. Moffat County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Moffat County. Moffat County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. Child Welfare Reports, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Moffat County's Trails Inbox. HCCC will notify Moffat County

of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Moffat County to check the pending queue and manage the final disposition of all records.

- a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Moffat County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Moffat County while information is being entered into the THA or CAPS.
5. Information and Referral (non-CW) calls will be sent to Moffat County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Moffat County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Moffat County main Department of Human Services number. Moffat County can request a brief synopsis.
6. If HCCC receives a call from law enforcement or medical personnel that requires immediate response from Moffat County, HCCC will transfer the call to a Moffat County on-call designee. If the Moffat County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. APS reports will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Moffat County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Moffat County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF MOFFAT COUNTY:

1. Moffat County will provide an updated list of on-call Moffat County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Moffat County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Moffat County will notify the HCCC of any special circumstances where Moffat County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Moffat County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Moffat County.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Moffat County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: _____
Name: Tony Bohrer
Title: Chair
Entity: Moffat County Board

State Confirmation

Date: _____
Signed: Ann M Digitally signed
Name: Williams by Ann M
Title: Williams Williams
Entity: _____ Date: 2023.12.08
15:38:40 -07'00'

Approving Entities

Signed: _____
Name: Laric Meyers-Mirales
Title: Director
Entity: Prowers County DHS

CONTRACT AMENDMENT #3

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing		Original Contract Number 2021CMIP040	
Contractor Moffat County		Amendment Contract Number 2021CMIP040A3	
Current Contract Maximum Amount		Contract Performance Beginning Date	
Initial Term		July 1, 2020	
State Fiscal Year 2021	\$19,564.40	Current Contract Expiration Date June 30, 2024	
Extension Terms			
State Fiscal Year 2022	\$19,564.40		
State Fiscal Year 2023	\$25,811.74		
State Fiscal Year 2024	\$22,904.67		
Total for All State Fiscal Years		\$87,845.21	

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Moffat County	STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing
By: _____ Date: _____	By: _____ Date: _____
In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.	
STATE CONTROLLER Robert Jaros, CPA, MBA, JD	
By: _____ Amendment Effective Date: _____	

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract or June 30, 2024.

4. PURPOSE

The purpose of this Amendment is to create and revise performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities. This Amendment includes one new Performance Incentive and the removal of two other Performance Incentives.

5. MODIFICATIONS

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. Exhibit A-1 STATEMENT OF WORK, is hereby deleted in its entirety and replaced with Exhibit A-2, STATEMENT OF WORK, attached below. All references to Exhibit A and A-1 shall now reference Exhibit A-2.
- D. Exhibit B-1, RATES, is hereby deleted in its entirety and replaced with Exhibit B-2, RATES, attached below. All references to Exhibit B and B-1 shall now reference Exhibit B-2.

E. Exhibit D, Review Sample Size Exemption Process Flow, is hereby deleted in its entirety and replaced with Exhibit D-1, Review Sample Size Exemption Process Flow, attached below. All references to Exhibit D shall now reference Exhibit D-1.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

EXHIBIT A-2, STATEMENT OF WORK

1. TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
- 1.1.1. Applicant - An individual for whom the Contractor is performing a Medical Assistance Eligibility Determination.
- 1.1.2. Average Speed to Answer (ASA) - A key Call Center metric measuring the average amount of time it takes to answer a phone call from a customer, from the point of call connection to being connected to a live agent, including the time waiting in queue. ASA does not include calls that can be answered through automated means and do not require a live agent.
- 1.1.3. Benchmark - degrees of performance between undesired current performance and target performance (example: current timeliness 90%, benchmark for next month = 93% until we reach 95%)
- 1.1.4. Business Day - any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day which the State of Colorado observes one of the holidays listed in C.R.S. §24-11-101(1).
- 1.1.5. Call Center - A Call Center is defined as having one dedicated line for contacting the Contractor; when members and individuals call in, they are automatically assigned to the next available Contractor agent. This dedicated line should also have technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls. Call Centers can be as small as 2 Contractor staff and as large as 100 or more Contractor staff answering calls.
- 1.1.6. Child Health Plan *Plus* (CHP+) - public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid program), but not enough to pay for private health insurance.
- 1.1.7. Compliance Measures - Performance measures tied to contracts to ensure Colorado does not fall below expected federal or state performance standards.
- 1.1.8. COGNOS/Decision Support System 01 (DSS01) - the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).
- 1.1.9. Colorado Benefits Management System (CBMS) - the State's eligibility determination system.
- 1.1.10. Colorado interChange (interChange) - the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collect and analyzes data related to those payments.
- 1.1.11. Corrective Action Plan (CAP) - A formal plan submitted by the County and in collaboration with the Department who will provide technical assistance to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.
- 1.1.12. County Administration website - the Department's public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).

- 1.1.13. County Financial Management System (CFMS) - the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
- 1.1.14. County Incentives Program - program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
- 1.1.15. Determination - The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.
- 1.1.16. Disenroll or Disenrollment - The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
- 1.1.17. Eligibility Quality Assurance (EQA) Program - EQA conducts monthly case reviews to monitor the accuracy and timeliness of eligibility determinations for Medical Assistance made by the Contractor, with cases pulled monthly for quality review. Results of the EQA reviews are displayed on the MAP Accuracy Dashboard.
- 1.1.18. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program (<https://hcpf.colorado.gov/memo-series>).
- 1.1.19. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) and Non-MAGI Methodology.
- 1.1.20. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
- 1.1.21. Improvement Action Plan (IAP) - An informal plan submitted by the County to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.
- 1.1.22. Key Performance Indicator – KPI, a specific, measurable and quantifiable measure of performance metrics used to track progress over time toward a specific objective or goal. Call Center KPIs definitions and terminology were shared with Tier 1 counties in FY 2022-23 and will be issued as an attachment in Operational Memo.
- 1.1.23. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals of any age with a chronic or disabling condition.
- 1.1.24. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by the Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.
- 1.1.25. MCC – Health First Colorado Member Contact Center

- 1.1.26. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a Client.
- 1.1.27. Medical Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and benchmarks and the county's actual performance. The MAP Dashboards highlights each county's performance and quality.
- 1.1.28. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.
- 1.1.29. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.30. PuMP - Performance Measurement Process developed by Stacey Barr.
- 1.1.31. Reporting Period - The period of time for each performance standard used to measure whether the Contractor is meeting the requirements of each specific Performance Incentive Standard, including performance targets and/or deliverables.
 - 1.1.31.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
 - 1.1.31.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.32. Redetermination - A Determination as defined under 10 C.C.R. 2505-10 8.100.3.P.
- 1.1.33. State Fiscal Year (SFY) - The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.
- 1.1.34. Status Report - a communication to the Contractor those details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.35. Tableau – is an interactive data visualization software focused on business intelligence; provides a graphic representation of essential information regarding performance measures, targets and benchmarks and the county's actual performance.
- 1.1.36. Timely Determination - Any initial Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.
- 1.1.37. Timely Disenrollment - Processing a change in a member's circumstance resulting in disenrollment within fifteen (15) calendar days.
- 1.1.38. Timely Redetermination - Any Redetermination completed by the last day of the month prior to the month in which the member's new annual enrollment period begins.
- 1.1.39. Target - Degree of performance we are continuously striving to achieve (i.e., 95% Timeliness)
- 1.1.40. Untimely Determination – Any initial Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.
- 1.1.41. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member's new annual enrollment period begins. This is based on the CBMS RRR Due Date.

- 1.1.42. Voice of the Customer - Voice of the Customer (VoC) is a series of different methods that is used to collect customer feedback. A VoC program can help the Contractor capture how customers feel about the experience of accessing services at the Contractor and can produce insights that can help the Contractor create a stronger customer experience.

2. COUNTY DETERMINATIONS

- 2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor's County, required under C.R.S. §25.5-1-101 *et seq.* The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

3.1. Systems Utilized to Determine Compliance

- 3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor's County, the Department will utilize the COGNOS/DSS01 and MAP Dashboard systems to pull data tracking and reports that track the Contractor's compliance with certain Performance Incentive Standards. This data will be visualized on each county's MAP Dashboards.
- 3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor's County, the Department may utilize data from the Colorado interChange system.
- 3.1.3. The above list of systems is not all-inclusive, and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.
- 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.
- 3.1.5. The Contractor shall utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.
- 3.1.6. To determine whether the Contractor met any or all the Call Center Performance Standards, the Department will review county call center systems data for tracking and reports that track the Contractor's compliance with Customer Service Incentive Performance standard.

3.2. Communications Utilized to Determine Compliance

- 3.2.1. The Contractor shall utilize and comply with guidance issued through the HCPF Memo Series and shall fulfill the requirements in Exhibit A Statement of Work thereby enabling Contractor to earn a Performance Incentive Payment.
- 3.2.2. The Contractor shall utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.

3.2.3. If additional guidance or contract clarification is needed, the Department shall release additional guidance to the Contractor through the HCPF Memo Series.

3.2.4. The Department reserves the right to request written documentation from the County to include but not limited to the following: (1) any and all documentation generated by various software and/or systems; (2) written policies and procedures; (3) standard operating procedures; (4) Internal directives and/or communications to staff related to processing or performance guidelines.

3.2.4.1 If the Department requests any documentation outlined in 3.2.4, the County shall respond within five calendar days from the date of the request. If, for reasons outside of the County's control, the County is unable to respond within the five calendar days, the County will notify the Department immediately and request an extension. The request for an extension must be received by the Department within the five-calendar day timeframe as outlined above. The County must provide a reason for the extension. If the request for the delay is not received within the five-calendar day timeline, the request will be denied.

3.2.4.2 The Department reserves the right to extend the deadline or to deny the request for an extension.

4. PERFORMANCE INCENTIVES STANDARD PROGRAM

4.1. The Contractor has the ability to earn Performance Incentive Payments to reimburse a portion of cost sharing as described in Section 2 by meeting targets, benchmarks and/or deliverables as outlined in each Performance Incentive Standard.

4.2. Accuracy Performance Incentive Standard

4.2.1. The Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate, and (2) Target for Errors That Do Not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.

4.2.1.1. Accuracy Targets

4.2.1.1.1. Accuracy targets are set based on the county size of the Contractor. There are two tiers.

4.2.1.1.2. Tier 1 target percentage (%): Contractors with twenty (20) or more cumulative quality assurance case reviews conducted over a twelve-month period. This is the target reported on the MAP Accuracy Dashboard.

4.2.1.1.3. Tier 2 target percentage (%): Contractors with fewer than twenty (20) cumulative quality assurance case reviews conducted over a twelve-month period. This is not reported on the MAP Accuracy Dashboard and used for County Incentives purposes only.

4.2.1.1.4. Based on EQA sampling, large Contractors will exceed twenty cumulative quality assurance reviews over the twelve-month period, resulting in no Tier 2 target for large counties

4.2.1.2. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.

4.2.1.2.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).

4.2.1.2.2. Target Percentages for Incorrect Eligibility Determination Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	5.5%	N/A
Medium	6.6%	13.2%
Small	7.3%	14.6%

4.2.1.3. The Errors That Did Not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility (procedural errors).

4.2.1.3.1. The Errors That Did Not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, redeterminations, and case changes).

4.2.1.3.2. Target Percentages for the Errors That Did Not Impact Eligibility Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	17.9%	N/A
Medium	16.9%	20.9%
Small	23.2%	27.2%

4.2.1.4. HCPF Eligibility Quality Assurance (EQA) Program and Medical Assistance Performance (MAP) Accuracy Dashboard

4.2.1.4.1. The Contractor shall comply with the HCPF Eligibility Quality Assurance Program, per 10 CCR 2505-5 1.020.10.2 and [HCPF Operational Memo \(OM\) 21-057](#), or whichever later Operational Memo supersedes OM 21-057, which specifies the Contractor's role in the state quality assurance (QA) case review process.

4.2.1.4.1.1. The EQA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor, and EQA case reviews occur monthly.

4.2.1.4.1.2. The Contractor must respond to documentation requests and error findings within ten (10) business days of the request to ensure EQA case reviews are completed timely.

- 4.2.1.4.1.3. The Contractor must respond to the Department's EQA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) business days.
- 4.2.1.4.1.4. If additional or revised guidance relative to the HCPF EQA process is issued through the HCPF Memo Series, the Contractor shall disregard the previous guidance and comply with the new guidance offered through the HCPF Memo Series.
- 4.2.1.4.1.5. The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings each month and sends the results to the County Directors and Board of County Commissioners.
- 4.2.1.5. Determining Compliance with the Accuracy Performance Incentives Standards
 - 4.2.1.5.1. The MAP Accuracy Dashboard will be available monthly to the Contractor to determine the Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department shall utilize the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard data, to determine whether the Contractor met or exceeded the specified Accuracy target.
 - 4.2.1.5.2. The Department shall use the Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor's Accuracy targets at the end of the fiscal year to determine if the Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has one (1) decimal place and will not be rounded.
- 4.2.1.6. Review Sample Size Exemptions
 - 4.2.1.6.1. If the Contractor has a review sample size, as defined in section 4.2.1.6.2, performed by HCPF EQA, the Contractor may be eligible for the Review Sample Size Exemption.
 - 4.2.1.6.2. Definition of Review Sample Size
 - 4.2.1.6.3. The Contractor with twenty (20) or fewer quality assurance case reviews per fiscal year would qualify for a Review Sample Size Exemption. The Contractor with a review sample size that does not meet one, or both, of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption:
 - i. Inaccurate Eligibility Rate and/or,
 - ii. Errors That Did Not Impact Eligibility.
 - 4.2.1.6.4. Determining Targets percentage (%) for Potential Review Sample Size Exemptions
 - 4.2.1.6.5. HCPF shall have two separate tiers with different target percentages for the Accuracy Targets:
 - 4.2.1.6.5.1. Tier 1 target percentage (%): The Contractor with twenty (20) or more quality assurance case reviews completed within the 12-month rolling average.
 - 4.2.1.6.5.2. Tier 2 target percentage (%): The Contractor with fewer than twenty (20) quality assurance case reviews completed within the 12-month rolling average.

4.2.1.6.6. Review Sample Size Exemption Process

4.2.1.6.6.1. The Department shall follow Exhibit D-1 for the Review Sample Size Exemption Process.

4.2.1.6.6.2. Definition of Similar Error(s)

4.2.1.6.6.3. The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF EQA provides the Contractor with those errors caused by the Contractor that impact accuracy rates. This allows the Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by the Contractor and the same errors repeat in future months, the errors will be considered similar errors.

4.2.1.6.6.4. If the Contractor meets only one target with less than twenty (20) reviews, the Review Sample Size Exemption Process will be applied only to the one target not met by the Contractor.

4.2.1.6.6.5. The Contractor that does not meet both targets with less than twenty (20) reviews, exemption will be applied to both targets.

4.2.1.6.6.6. Notification of Review Sample Size Exemption

4.2.1.6.6.7. If the Contractor does not meet the Accuracy Incentive Targets per sections 4.2.1.2.2 and 4.2.1.3.2, the Contractor will be notified through the Status Report of the Second Reporting Period.

4.2.1.6.6.8. The Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.6, the Contractor will be notified through the Status Report of the Second Reporting Period.

4.2.1.6.6.9. If the Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from the Contractor based on their MAP Accuracy Dashboard and may request additional documentation as specified in section 4.2.1.6.7.

4.2.1.6.6.10. The Contractor shall submit any additional documentation requested for the exemption process to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountryRelations>) within ten (10) business days from the day of notification (Ticket Type = County Incentives).

4.2.1.6.7. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment

4.2.1.6.7.1. The Contractor shall earn the entire Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.2.2 and 4.2.1.3.2 are met after eligible exemption(s) are applied. If only one target is met, 50% of the Accuracy Performance Incentive Payment will be earned. If both targets are not met, no Accuracy Performance Incentive Payment is earned.

4.2.2. BENCHMARKS: Contractor-size specific accuracy targets for Inaccurate Eligibility Determinations and Errors That Did Not impact Eligibility as detailed in 4.2.1.2.2 and 4.2.1.3.2

4.3. Performance Compliance Performance Incentive Standard

4.3.1. The Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 2 when the Contractor meets at least three (3) out of the four (4) following benchmarks:

- Application Timeliness of Determinations, 45 Days
- Application Timeliness of Determinations, 90 Days
- Pending Exceeding Processing Guidelines (EPG) 45 Determinations (EPG 45)
- Pending Exceeding Processing Guidelines (EPG) 90 Determinations (EPG 90)

4.3.2. Department Monitoring of MAP Dashboards

4.3.2.1. HCPF updates the MAP Dashboards monthly, which are accessible to the Contractor through the MAP Dashboard Tableau site; copies of these Dashboards are also emailed monthly to Contractor directors, secondary directors and Board of County Commissioners.

4.3.2.2. If HCPF determines that the Contractor has not met specified performance benchmarks, a Management Decision Letter (MDL) will be issued. The MDL will require the Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP) that will improve the Contractor's performance.

4.3.2.2.1. The Contractor shall refer to HCPF OM 21-078 for guidance on MDLs, IAPs and CAPs, or whichever later Operational Memo supersedes HCPF OM 21-078.

4.3.2.3. The MDL and associated IAP or CAP shall address the root causes of not meeting performance benchmarks and will support the Contractor in achieving future performance compliance.

4.3.3. Contractor Monitoring of MAP Dashboards

4.3.3.1. The Contractor shall monitor the monthly published MAP Dashboards to ensure targets are met.

4.3.3.2. The Contractor shall designate Contractor staff to be MAP Dashboard performance owners. Performance owners will have access to the MAP Dashboards and follow the Standard Operating Procedure (SOP) or HCPF Memo Series guidance. The Contractor shall use the MAP Dashboard to ensure targets are met and to take the necessary action(s) to mitigate ongoing errors when necessary.

4.3.3.3. The Contractor shall review and investigate the root causes for not achieving the target(s) and, if issued an MDL, shall submit the requested IAP or CAP by the required due date listed on the notice.

4.3.3.3.1. If additional guidance or clarification pertaining to MDLs, IAPs and CAPs is issued by the HCPF, the Contractor shall comply with the most current guidance, issued through the HCPF Memo Series.

4.3.4. Determining Compliance with Performance Compliance Performance Incentives Standard

4.3.4.1. Timeliness of Determinations

4.3.4.1.1. The Contractor shall complete at least ninety-five percent (95%) of Application Timeliness of Determinations, 45 Days as Timely Determinations. Application Timeliness of Determinations, 90 Days shall be calculated separately (see 4.3.4.2).

4.3.4.1.2. The Department will total all Timely Determinations the Contractor completed within the Reporting Period and divide that by the total number of Determinations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.3.4.1.2.1. The Department will utilize the MAP Applications Dashboard to determine compliance with timeliness benchmark.

4.3.4.1.2.2. The MAP Applications Dashboard data will be pulled the 20th of each month and after the end of each Reporting Period to determine the Contractor's performance over the entire six-month Reporting Period.

4.3.4.2. Application Timeliness of Determinations, 90 Days

4.3.4.2.1. The Contractor shall complete at least ninety-five percent (95%) of all Application Timeliness of Determinations, 90 Days as Timely Determinations.

4.3.4.2.1.1. The Department will total all Timely Determinations for Application Timeliness of Determinations, 90 Days the Contractor completed within the Reporting Period and divide that by the total number of Application Timeliness of Determinations, 90 Days completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.3.4.2.2. Determining Compliance with the Application Timeliness of Determinations, 90 Days

4.3.4.2.2. The Department will utilize the MAP Applications Dashboard to determine compliance with the timeliness benchmarks.

4.3.4.2.2. The MAP Applications Dashboard will be pulled the 20th of each month and after the end of each Reporting Period.

4.3.4.3. Pending Exceeding Processing Guidelines (EPG) Determinations

4.3.4.3.1. The Contractor's Pending EPG Determinations average at the end of each Reporting Period 2 shall be at or below the targets described in the following table:

4.3.4.3.2. Contractor Targets Pending EPG Table

County Size	Pending EPG 45	Pending EPG 90
Large	≤ 25	≤ 10
Medium	≤ 5	≤ 3
Small	≤ 3	≤ 1

4.3.4.3.3. To determine the Pending EPG Determinations average, the Department will total the Pending EPG Determinations of each month of the Reporting Period and divide by the number of months in the Reporting Period.

4.3.4.3.3.1. The MAP Applications Dashboard, Pending EPG 45 and 90 measure, will be used to determine the Contractor's amount of Pending EPG 45 and 90 Determinations for each month of each Reporting Period.

- 4.3.4.3.3.2. The MAP Applications Dashboard data will be pulled on the 20th of each month, or the next business day thereafter.
- 4.3.4.3.3.3. The Department will round the Pending EPG 45 and 90 Determinations average to the nearest whole number.
- 4.3.5. Small County and Sample Size Exceptions
- 4.3.5.1.1. If the Contractor processes a total of one hundred (100) or fewer Application Timeliness of Determinations, 45 Days per month, the Contractor shall be deemed to have met the timeliness percentage benchmark so long as they had ten (10) or fewer Untimely Determinations during that Reporting Period.
- 4.3.5.1.2. If the Contractor processes a total of ten (10) or fewer Application Timeliness of Determinations, 90 Days per Reporting Period, the Contractor shall be deemed to have met the Application Timeliness of Determinations, 90 Days percentage benchmark so long as they had four (4) or fewer Application Timeliness of Determinations, 90 Days during that Reporting Period.
- 4.3.5.1.3. There are no Small County or Sample Size Exceptions for either Pending EPG 45 or EPG 90 Determinations.
- 4.3.6. Exemptions for Unusual Circumstances
- 4.3.6.1. The Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations benchmark as described in section 4.3.4.1 and 4.3.4.2, failure to meet Pending EPG Determinations benchmark as described in section 4.3.4.3.
- 4.3.6.2. The exemption process for unusual circumstances is described in section 6, Exemptions.
- 4.3.7. BENCHMARK: Three (3) out of the following four (4) benchmarks are met:
- $\geq 95.00\%$ timeliness average over each Reporting Period for Application Timeliness of Determinations, 45 Days as described in section 4.3.4.1
 - $\geq 95.00\%$ timeliness average over each Reporting Period for Application Timeliness of Determinations, 90 Days as described in section 4.3.4.2
 - \leq Pending EPG 45 Determinations average over Reporting Period 2 at or below target based on Contractor size as described in section 4.3.4.3
 - \leq Pending EPG 90 Determinations average over each Reporting Period below limit based on Contractor size as described in section 4.3.4.3
- 4.3.8. Customer Service Performance Incentive Standard
- 4.3.8.1. The Contractor may earn one Customer Service Performance Incentive Payment at the end of the Second Reporting Period in which the Contractor submits the required deliverable(s) as outlined for each Contractor Customer Service Tier relating to improving customer service through the monitoring of metrics and the development of improvement plans that demonstrate the Contractor is actively implementing the rule 10 CCR 2505-5 1.020.3.4, which requires the county director to have a documented policy/process outlining the administrative internal controls that ensure the Contractor provides timely, respectful and culturally-appropriate customer service to Medical Assistance applicants and members.

4.3.8.2. Contractor Customer Service Tier

4.3.8.3. The Department assigned the Contractor to a Customer Service Tier during Fiscal Year 2022-23. The Customer Service Tier determines which customer service metrics, benchmarks and deliverables the Contractor must meet and/or submit to earn a Customer Service Performance Incentive Payment.

4.3.8.4. Customer Service Tier Reclassification

4.3.8.4.1. The Department may, in consultation with the Contractor, amend its initial classification and reclassify the Contractor to a different Customer Service Tier.

4.3.8.4.2. Any reclassification approved by the Department, in consultation with the Contractor, shall take effect the following Reporting Period.

4.3.8.4.3. Contractor reclassifications from either Tier 2 option to Tier 1 are allowable.

4.3.9. Customer Service Tier 1

4.3.9.1. If the Contractor is assigned to the Customer Service Tier 1 category, the Department shall classify the Contractor as Tier 1 to determine what the Contractor's required metrics, benchmarks and deliverables are.

4.3.9.1.1. Customer Service Tier 1

4.3.9.1.1.1. If the Contractor is classified as Tier 1, the Contractor is understood to have an active call center operation, which can be as small as two Contractor staff or as large as 100 or more Contractor staff members answering calls, with a dedicated line which has the technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls.

4.3.9.1.1.2. If the Contractor is classified as Tier 1, the Contractor shall complete the each of the following benchmarks and deliverables to earn a Customer Service Performance Incentive Payment:

4.3.9.1.1.3. Submit to the Department monthly Call Center reporting from the Contractor's available data that complies with the Call Center data reporting requirements determined by Department.

4.3.9.1.1.4. Monthly reporting will be due on the 10th of each month and sent electronically to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountryRelations>).

4.3.9.1.1.5. To meet fiscal year end requirements, monthly reporting for June 2024 data is due by July 3, 2024.

4.3.9.1.1.6. Data elements required to be submitted by the Contractor shall be issued via HCPF Memo Series.

4.3.9.1.1.7. Meet and/or exceed a service-level performance target for the Contractor's Call Center Average Speed to Answer (ASA) by the Second Semi-Annual Due Date, July 5, 2024.

4.3.9.1.1.8. The service-level performance target for the Contractor's ASA was jointly determined by HCPF and the Contractor at the end of FY 2022-23. This occurred during the second technical assistance meeting in June 2023 as required during

that fiscal year. ASA targets shall be average for the six-month period of January to June 2024. Targets shall be issued via HCPF Memo Series.

- 4.3.9.1.1.9. Attend, at a minimum two, half-hour technical assistance (a learning and support session) with the Department's MCC Operations staff before June 14, 2024.
- 4.3.9.1.1.10. At a minimum, one technical assistance will occur during each of the reporting periods.
- 4.3.9.1.1.11. The Contractor can request additional support, beyond the required session detailed 4.3.9.1.1.9, from the MCC Operations staff to improve its ASA performance by contacting the [County Relations webform](#).
- 4.3.9.1.1.12. The Department can require additional technical assistance in addition to the two required technical assistance meetings if the Contractor's data indicates additional support is necessary to meet the ASA benchmark.
- 4.3.9.1.1.13. The Contractor assigned to Customer Service Tier 1 must comply with the provisions in sections 4.3.9.1.1 to earn a Customer Service Performance Incentive Payment.
- 4.3.10. Customer Service Tier 2
 - 4.3.10.1. If the Contractor is assigned to the Customer Service Tier 2 category, the Department shall classify the Contractor as Tier 2A or Tier 2B to determine what the Contractor's required metrics, benchmarks and deliverables are.
 - 4.3.10.2. If the Contractor is classified as Tier 2A or 2B, the Contractor is understood to be small enough in operations and workload where a call center (defined as at least two or more staff members answering a dedicated line and to not have the technology in place, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls) is cost-prohibitive or not supportable under existing funding or staffing allocations.
 - 4.3.10.3. If the Contractor is classified as Tier 2A, the Contractor shall complete each of the following benchmarks and deliverables to earn a Customer Service Performance Incentive Payment:
 - 4.3.10.3.1. Implement the Customer Service Survey Outreach Plan submitted at the end of FY 2022-23 and submit a report in Reporting Period 2 updating the Department on the implementation of the Customer Service Survey Outreach Plan. A template will be provided to Tier 2A Contractors by the Department
 - 4.3.10.3.1.1. If the Contractor classified as Tier 2A did not submit a Customer Service Survey Outreach Plan in FY 2022-23, the Contractor is required to submit a Customer Service Survey Outreach Plan in FY 2023-24 and to meet all other Tier 2A benchmarks and deliverables to earn the Customer Service Incentive.
 - 4.3.10.3.1.2. The Customer Service Survey is managed by HCPF and does not require any action from the Contractor. The Customer Service Survey is sent by HCPF to all members who have an email address on file in PEAK each calendar quarter.
 - 4.3.10.3.1.3. The Contractor's baseline was determined at the end of FY 2022-23 and is used to determine what percentage of survey participation rate must be increased during FY 2023-24.

- 4.3.10.3.1.4. The Customer Service Survey Outreach Plan shall include the Contractor's methodologies and strategies for increasing applicant and member participation in the Department's Customer Service Survey in the following contract cycle.
- 4.3.10.3.1.5. The Customer Service Outreach Plan will include, at minimum, the following:
- 4.3.10.3.1.6. Who is responsible for the Contractor's Outreach Plan
- 4.3.10.3.1.7. What communications, methodologies and strategies will be used to engage with applicants and members to increase participation in the survey
- 4.3.10.3.1.8. How the Contractor will ensure that negative action is not taken against applicants and members who decline to participate in the Customer Service Survey
- 4.3.10.3.1.9. How the Contractor tracks and monitors its participation rate based on Department-provided data
- 4.3.10.3.1.10. No template is provided to the Contractor for the Customer Outreach Plan; the Contractor's Outreach Plan shall be detailed on the Contractor's letterhead.
- 4.3.10.4. If the Contractor is classified as Tier 2B, the Contractor shall complete each of the following benchmarks and deliverables to earn a Customer Service Performance Incentive Payment:
 - 4.3.10.4.1. Implement the Customer Service Improvement Plan (CSIP) submitted at the end of FY 2022-23 and submit a report in Reporting Period 2 updating the Department of implementation of the Customer Service Survey Outreach Plan. A template for the report will be provided to Tier 2B Contractors by the Department.
 - 4.3.10.4.1.1. If the Contractor classified as Tier 2B did not submit a Customer Service Improvement Plan (CSIP) in FY 2022-23, the Contractor is required to submit a Customer Service Improvement Plan (CSIP) and to meet all other Tier 2B benchmarks and deliverables to earn the Customer Service Incentive
 - 4.3.10.4.1.2. The Customer Service Survey is managed by HCPF and does not require any action from the Contractor. The Customer Service Survey is sent by HCPF to all members who have an email address on file in PEAK each calendar quarter.
 - 4.3.10.4.1.3. The Contractor's baseline was determined at the end of FY 2022-23 and is used to determine what percentage of survey participation rate must be increased during FY 2023-24.
 - 4.3.10.4.1.4. The Customer Service Improvement Plan (CSIP) shall:
 - 4.3.10.4.1.5. Does not require a standardized template, but must be written on the Contractor's formal letterhead, approved by the Contractor's director and include each of the required elements: Voice of the Customer, Complaints and Negative Feedback, and Data Collection.
 - 4.3.10.4.1.6. Voice of the Customer
 - 4.3.10.4.1.7. Address how the Contractor hears from customers on a regular basis through regular and ongoing data and information collection. If the Contractor does not have active processes in place to integrate the Voice of the Customer, the CSIP must include how the Contractor is rectifying the lack of information on customer satisfaction.

- 4.3.10.4.1.8. Address how the Contractor is or isn't using data to determine customer satisfaction
- 4.3.10.4.1.9. Include how the Contractor is actively implementing processes that integrate the Voice of the Customer.
- 4.3.10.4.1.10. Include how the Contractor, through its customer service processes, provides supports to underserved and/or at-risk populations and communities.
- 4.3.10.4.1.11. Complaints and Negative Feedback
- 4.3.10.4.1.12. Detail how the Contractor works to ensure timely responses and requests for support from the customer, to avoid complaints where possible.
- 4.3.10.4.1.13. If a complaint is submitted, the CSIP shall include how the Contractor addresses positive and negative feedback received through process improvement, training and coaching, positive reinforcement with staff or other methods.
- 4.3.10.4.1.14. Prescribe how the Contractor's processes integrate or align with the Department's centralized complaint process as issued in HCPF Memo Series.
- 4.3.10.4.1.15. Data Collection
- 4.3.10.4.1.16. Detail what data is collected, how the data is collected ongoing and what tracking mechanisms are in place.
- 4.3.10.4.1.17. Include what steps the Contractor takes when actionable data on customer service satisfaction is collected.
- 4.3.10.4.1.18. Describe what tools the Contractor uses, if any, to collect its data and inform its process improvements.
- 4.3.11. Customer Service Performance Incentive Standard Exemptions for Unusual Circumstances
 - 4.3.11.1. The Contractor may request an exemption for unusual circumstances for failure to meet the service-level performance targets as detailed in section 4.3.9.1.1.8, if the Contractor was classified by the Department as Customer Service Tier 1A or 1B.
 - 4.3.11.2. No exemptions for unusual circumstances are allowed for deliverables for each Tier for Contractors classified as Customer Service Tier 1, Tier 2A or 2B. Deliverables include any required plans, reports, data, and technical assistance.
 - 4.3.11.3. The exemption process for unusual circumstances is described in section 6, Exemptions; only Contractor exemption requests that follow the process and meet the requirements as outlined in section 6 will be considered by the Department.
- 4.3.12. PERFORMANCE BENCHMARK:
 - 4.3.12.1. Tier 1: Meet or exceed customized Average Speed to Answer by end of Second Reporting Period and complete required participation in technical assistance sessions with MCC. Submit call center reporting data as detailed in 4.3.9.1.1.4 and 4.3.9.1.1.5.
 - 4.3.12.2. Tier 2A and Tier 2B: Submit a report on implementation of each tiers identified customer service plan (report template to be provided by the Department). Customer Service survey response rates to increase as averaged over the course of the fiscal year when compared to the initial survey sent May 2023 which established a baseline. Deliverable is measured by increase in number of responses to be released in HCPF Memo Series. If Contractor

did not submit a Customer Service Outreach Plan or Customer Service Improvement Plan (CSIP) in FY 2022-23, the Contractor shall be required to submit one in FY 2023-24 to earn the Customer Service Incentive in addition to all other Tier 2 benchmarks and deliverables.

5. SEMI-ANNUAL REPORTING

5.1. The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. The Contractor must submit documentation to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email HCPF_CountyRelations@state.co.us, unless otherwise specified through the HCPF Memo Series.

5.1.1. For the Second Reporting Period, the Contractor shall submit the following documentation:

5.1.1.1. Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if the Contractor failed to meet specified target(s). The Contractor shall only submit documentation upon the Department's request after the release of the Report Period 2 Status Report.

5.1.1.1.1. Any Customer Service Performance Incentive Standard Plans, reports or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series. A due date for any plans not submitted in FY 2022-23 will be provided in HCPF Operational Memo.

5.1.1.1.1.1. DUE DATE: June 14, 2024

6. EXEMPTIONS

6.1. The Contractor may request an exemption for unusual circumstances for specific Performance Incentive Standards by following the process as outlined in section 6.

6.1.1. Based on the Department's review of the Contractor's request, partial payment of the Performance Incentive Standard Payments may be made at the Department's discretion, which is not subject to exemption request or dispute. The Department's decision on partial payment is final in addition to any Performance Incentive Payments made based on the Department's determination.

6.2. Definition of Unusual Circumstances

6.2.1. Unusual circumstances are defined as uncommon, rare or sudden events such as ransomware or other types of cybersecurity attacks, natural disasters, etc. The circumstance must have been out of the Contractor's direct control, and which directly result in the failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard.

6.2.2. Unusual circumstances for which the Contractor can request exemption include the anticipated end of the federal COVID-19 Public Health Emergency or other circumstances that cause a large, sustained increase in workload.

6.2.3. Unusual circumstances do not include circumstances for which the Contractor had direct knowledge or control over, including the Contractor's clear and demonstrated failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard is evident.

- 6.2.4. The Department's determination of whether the Contractor's request for exemption meets the definition of unusual circumstances is final.
- 6.3. Process for Unusual Circumstances Exemption Requests
 - 6.3.1. The process for the Contractor to submit an exemption request shall be communicated via the HCPF Memo Series for each Performance Incentive Standard.
 - 6.3.2. Unusual circumstances exemption requests must include thorough supporting documentation from the Contractor clearing outlining what unusual circumstance occurred and what occurred as a result of the unusual circumstance. The Contractor shall be responsible for timely submission of any additional documentation requested by the Department for the exemption process determination.
 - 6.3.3. General questions on unusual circumstances exemption requests should be submitted to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email HCPF_CountyRelations@state.co.us.
- 6.4. Department Review and Approval of Exemption Requests
 - 6.4.1. Based on the Contractor's unusual circumstances exemption request and supporting documentation, the Department will provide the Contractor with an approval or denial of the request on the Final Status Report.
 - 6.4.2. If the Department approves the unusual circumstances exemption request, partial payment will be made to the Contractor. Partial payment will align with the Performance Incentive Standard exemption request the Department ultimately approved.
 - 6.4.2.1. The Department has the sole authority to determine the amount of partial payment, which is not subject to dispute by the Contractor.
 - 6.4.2.2. If partial payment is made based on the Contractor's unusual circumstances exemption request, the Department will provide the actual amount of the partial payment on the Final Status Report.
 - 6.4.3. If the Department denies the unusual circumstances exemption request submitted by the Contractor, the Performance Incentives Payments issued are final and are not subject to further dispute or appeal.
 - 6.4.4. The Department has the sole discretion to approve or reject any request for unusual circumstances exemptions and may limit the total number of approved exemptions for all Performance Incentive Standards.
 - 6.4.5. Non-Allowable Exemption Reasons
 - 6.4.5.1. The Department will deny unusual circumstances exemption requests that are (1) determined to be the fault of the Contractor; (2) unusual circumstances that did not exist; (3) and/or any exemption requests based on the following but not limited to the following:
 - 6.4.5.1.1. The Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
 - 6.4.5.1.2. The Contractor failed to meet contractually specified requirements relating to performance benchmarks of any Performance Incentive Standards eligible for exemption requests.

- 6.4.5.1.3. The Contractor's failure to review and utilize County Administration regulations at 10 CCR 2505-5 1.020 and County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
- 6.4.5.1.4. The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
- 6.4.5.1.5. The Contractor's failure to use the MAP Dashboards for the purposes of fulfilling Exhibit A, Statement of Work.
- 6.4.5.1.6. The Contractor's failure to use EQA case review results for the purposes of fulfilling Exhibit A, Statement of Work. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
- 6.4.6. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further documentation from the Contractor to determine whether the request for exemption meets the exemption standards as stated in Section 6, Exemptions.
- 6.5. Performance Incentive Standards Eligibility for Unusual Circumstances Exemption Requests.
- 6.5.1. Unusual circumstances exemption requests will be considered for any Performance Incentive Standard listed under section 6.5.1.
 - 6.5.1.1. Customer Service Performance Incentive Standard
 - 6.5.1.2. Accuracy Performance Incentive Standard
 - 6.5.1.3. Performance Compliance Performance Incentive Standard

7. NOTIFICATIONS

- 7.1. After each Reporting Period, the Contractor will be provided a Status Report that outlines Performance Incentive Standards that were met.
 - 7.1.1. The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.
 - 7.1.2. If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.
- 7.2. After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by the Contractor.
 - 7.2.1. The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.
- 7.3. Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.

- 7.4. Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.
- 7.4.1. If the Department experiences unusual circumstances resulting in a delay with sending the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution during the ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period and provide an updated timeline for sending the Contractor's Reporting Period or final Status Reports.
- 7.5. The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.
- 7.6. The Contractor will have the opportunity to dispute the Status Report results as defined in Section 8, Dispute Resolution.

8. DISPUTE RESOLUTION

- 8.1. Opportunity and Timeframe for Dispute Resolution
 - 8.1.1. In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.
 - 8.1.1.1. The final Status Report cannot be disputed per section 7.2.1.
 - 8.1.1.1.1. The Contractor will have seven (7) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.
 - 8.1.1.1.1.1. If the Contractor fails to dispute the Reporting Period Status Report within seven (7) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.
- 8.2. Allowable Disputes
 - 8.2.1. The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:
 - 8.2.1.1. If the Department states supporting documentation was omitted in its entirety or if the Department states the documentation was submitted outside of the time frames outlined in the Contract and the Contractor refutes the claim, the Contractor must submit proof of submission. The Contractor must show the documentation was in fact submitted in a timely manner and in accordance with the contractually required due date. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
 - 8.2.1.2. The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will utilized to determine compliance with a Performance Incentive Standard.
 - 8.2.1.2.1. The Contractor will be responsible for providing all necessary and relevant data to the Department for the purposes of determining if the Contractor's data in fact conflicts with the Department's data.

8.2.1.2.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.

8.2.1.2.3. Any and all supporting documentation allowed under this sub-section must be submitted to the Department within (3) three calendar days of said documentation being determined relevant by the Department. If the documentation is not received by the Department by the timeframe outlined, it will no longer be considered in the Dispute Resolution process.

8.2.2. The Department reserves the right to add additional allowable dispute reasons on a case-by-case basis based on new and relevant information made available to the Department from the Contractor. The Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.

8.3. Nonallowable Disputes

8.3.1. The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:

8.3.1.1. The Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

8.3.1.2. The Contractor failed to meet contractually specified requirements relating to performance benchmarks of any Performance Incentive Standard.

8.3.1.3. The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.

8.3.1.4. The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.

8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

9. COMPENSATION

9.1. Compensation

9.1.1. Performance Incentive Payment

9.1.1.1. The Department shall pay the Contractor, after the end of the state fiscal year in which the work was performed, in addition to Performance Incentive Payments for each Performance Incentive Standard met during the applicable Reporting Period as follows:

9.1.1.1.1. The Department shall pay the Contractor an Accuracy Performance Incentive Payment, if applicable, as shown in Exhibit B-2 at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard. (To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors That Do Not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.)

- 9.1.1.1.2. The Department shall pay the Contractor a Performance Compliance Performance Incentive Payment as shown in Exhibit B-2 at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard during the second Reporting Period.
- 9.1.1.1.3. The Department shall pay the Contractor a Customer Service Performance Incentive Payment as shown in Exhibit B-2 at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.2. Remaining Funds Incentive Pool Payment
 - 9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.
 - 9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:
 - 9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that opted out of participation in the Performance Incentive Standards Program for that SFY.
 - 9.1.2.1.1.2. Each of the Performance Incentive Payments the Accuracy Performance Incentive Standard, Performance Compliance Performance Incentive Standard, the Customer Service Performance Incentive Standard and the Continuous Coverage Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.
 - 9.1.2.1.1. The Contractor shall be eligible for Remaining Funds Incentive Pool payments.
 - 9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.
 - 9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:
 - 9.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
 - 9.1.2.2.2. Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
 - 9.1.2.2.3. The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.
- 9.2. Payment Procedures
 - 9.2.1. The Contractor shall receive Performance Incentive Payments at the end of the Second Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.
 - 9.2.1.1. If the Contractor's County administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.
 - 9.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid County administration expenditure. In no event shall the Contractor be paid more

than the Contractor's County share of Medicaid County administration expenditure in any Reporting Period or fiscal year.

9.2.3. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.

9.2.4. The Contractor shall be paid the Performance Incentive Payment through the County Financial Management System (CFMS).

9.2.5. The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.

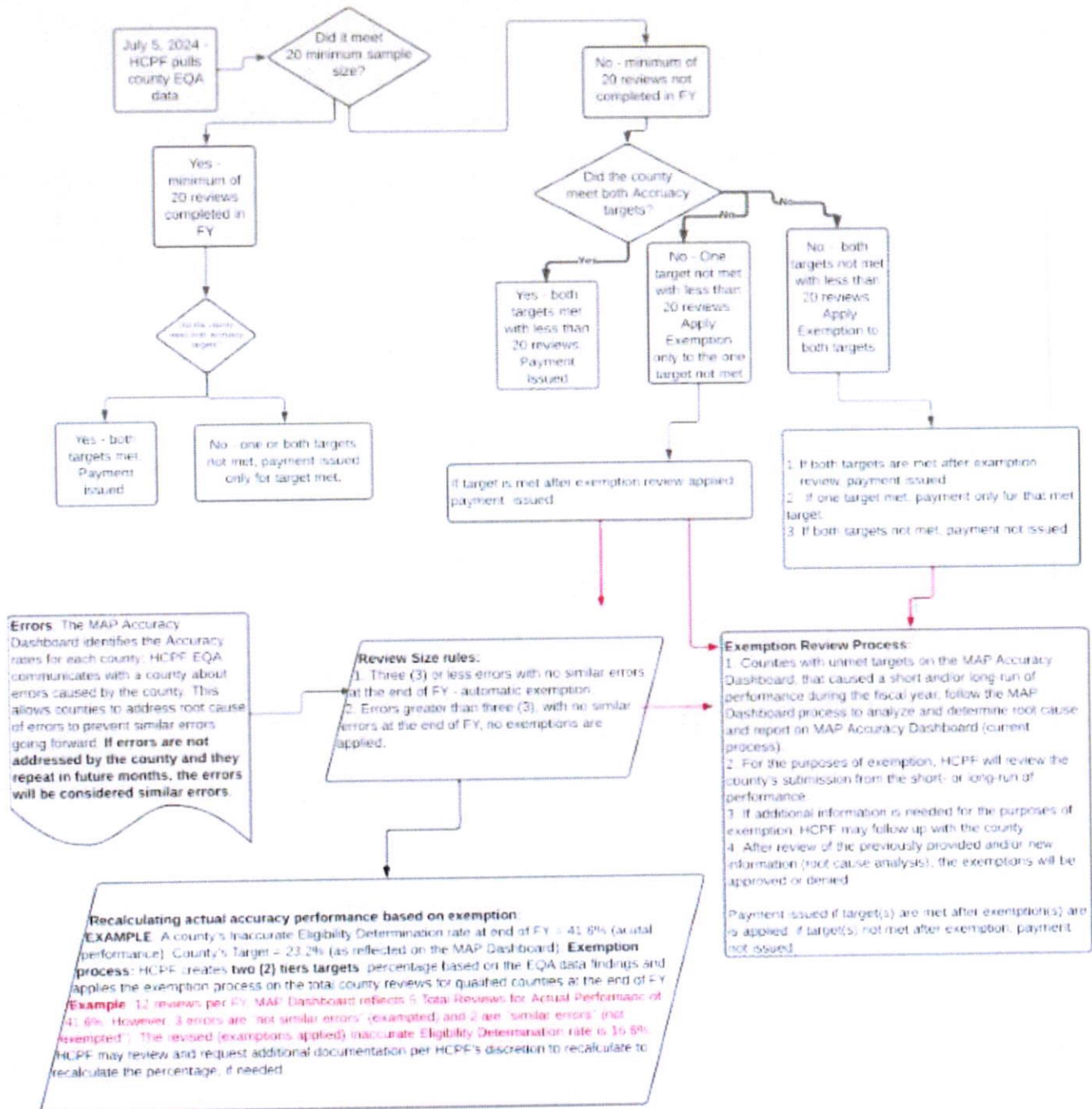
9.2.5.1. The Incentive Payment earned is unrestricted, and the Contractor may utilize the fund per the Contractors discretion.

EXHIBIT B-2, RATES**SFY 2023-24 Incentives Payment Table**

To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors That Do Not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.

Incentive Payment Name	% Of Funding	Payment Amount
Accuracy Performance Incentive Payment	40%	\$9,161.87
Performance Compliance Performance Incentive Payment	30%	\$6,871.40
Customer Service Incentive Payment	30%	\$6,871.40
Total		\$22,904.67

Exhibit D-1: Review Sample Size Exemption Process Flow



443 Oak Street
P.O. Box 880587
Steamboat Springs, CO 804877



Phone: (970)871-4599
Email: billing@ciiccolorado.org
Website: www.ciiccolorado.org

Memorandum of Understanding for Interpretation/Translation Services

Welcome to Integrated Community, a place where language barriers are bridged and understanding is fostered. This Memorandum of Understanding (MOU), entered into by Moffat County Public Health (hereinafter referred to as "the client") and Integrated Community (CIIC), reflects our partnership in promoting language justice and understanding. This MOU is effective from until December, 31, 2024, and will be renewed on a yearly basis.

Contact Information:

- **Billing contact name:** Sarah Copeland
- **Email address:** sarahcopeland@moffatcounty.net
- **Client's business address:** 1198 west Victory Way, Suite 110, Craig, Co, 813625
- **Phone Number:** 970-291-8742
- **Mailing Address:** 1198 west Victory Way, Suite 110, Craig, Co, 813625
- **CIIC Contact:** Language Justice Manager
 - **Phone:** (970) 439-0515
 - **Email:** translate@ciiccolorado.org

Scope and Manner of Services:

Integrated Community is delighted to provide professional interpretation and translation services to facilitate communication for non-English speaking clients. We commit to ensuring high-quality services, respecting each individual's linguistic and cultural identity. Our interpreters are trained and vetted professionals, upholding the standards of the "Code of Ethics for Interpreters," including accuracy, confidentiality, and impartiality.

Payment for Services Rendered:

For Our City and Municipality Partners:

As a non-profit organization, Integrated Community is dedicated to promoting language justice and cultural understanding. It's important to note that our interpretation and translation services are not funded by federal programs. Instead, we rely entirely on grants and private funding to sustain these essential services. Every for-profit partnership contributes directly to our ability to offer high-quality services and fairly compensate our dedicated team of subcontracted interpreters and translators. Your collaboration ensures we can continue to bridge communication gaps and foster a more inclusive community. Thank you for being a vital part of our mission.

- **Standard Rate (For-Profit Rate):** \$46.00 per hour for Consecutive and \$60 per hour for Simultaneous interpretation (minimum 1 hour per appointment). Translation services at \$0.20/word.

On-Call Services for City Agencies (Law Enforcement and Emergency Services):

- **On-Site Interpretation:** \$55.00 for the first hour of service for on-site interpretation requests during on-call hours. After the first hour, additional time will be billed in 15-minute increments at a proportional rate of the hourly fee.
- **Over-the-Phone Interpretation:** A different rate [e.g., \$46.00 per hour] applies for phone interpretation, reflecting reduced logistical needs.
- **On-Call Service Fee:** An additional fee of \$10.00 per incident is included to cover operational costs of the on-call service. This fee is reviewed annually.

Client Signature

Date


Jerry Hernandez, Executive Director, CIIC

02/21/24

Date



Title: Vital Records

Document Owner: Director of Public Health	Date Created: 11/21/2023
Approver(s):	

Purpose:

To define the County Registrar function in the completion of birth and death certificates. To define specific standards for the handling of security paper.

Policy:

The Agency will follow state guidance on execution of providing Vital Records.

Procedure:

1. Only the Deputy Registrar(s) and Local Registrar(s), employee through Moffat County Public Health (MCPH), can complete birth and death certificates.
2. Deputy Registrar (s) and Local Registrar(s) will participate in pertinent training, educational opportunities, site reviews, and/or audits as needed.
3. All employees designated as Deputy Registrars and Local Registrars are to have background checks run using a Colorado Bureau of Investigation (CBI) or a similar checking process at the time of initial hire and must be deputized by the State Registrar.
4. Security paper will be kept in a locked environment and a log will be maintained to monitor distribution in COVES.
 - a. Only designated personnel are to have access to the locked environment.
 - b. Boxes of security paper, sealed from the factory, are not to be opened until required for use. The seals on the boxes serve as a theft deterrent. Paper is removed from the opened boxes and is stored and locked in the Vital records fireproof filing cabinet.
 - c. The COVES system will be used to log all uses and voiding of security paper in addition to the following:
 - Issuance of birth and death certificates
 - Returned/Exchanged certificates
 - Misprinted and voided documents. All printing and copying will be done in a secure location separated from the general public by a physical barrier. All unused security paper will be unloaded from the printer and copier at the end of the day and returned to the locked environment.
 - d. Voided security paper will be logged, cross checked by the Registrar and destroyed (shredded) or returned to the state office. When paper is voided an X is drawn



Title: Vital Records

through the barcode and VOID is written across the paper. It is then shredded immediately. Before shredding they are voided in the COVES system.

- e. Should security paper be lost, stolen or otherwise compromised, notify the local police and the State Fraud & Security Officer at State Office of Vital Records immediately.
- f. Security paper is to be handled with the same level of control as cash.

Scope:

Deputy Registrar(s) Local Registrars(s)

Definitions:

- o None

Related Documents:

None

References:

- A. None

POLICY APPROVAL HISTORY:

Approved by Executive Director: 11/21/2023

Executive Director Signature: _____

Board of County Commissioners Meeting Approval Date: _____

BOCC Chair signature: _____

MEMORANDUM OF UNDERSTANDING
THE BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY & THE MOFFAT COUNTY
DEPARTMENT OF HUMAN SERVICES ("DHS")

This Memorandum of Understanding (or "MOU") made this 27th day of February, 2024, between the Board of County Commissioners of Moffat County and the Moffat County Department of Human Services.

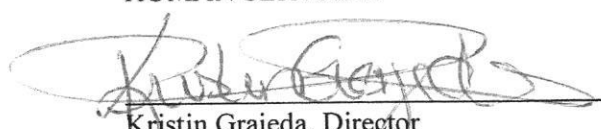
NOW, THEREFORE, it is agreed that:

1. This MOU will be effective **January 1, 2024** through **December 31, 2024**, regardless the date of execution.
2. Moffat County will provide IV-D Child Support and other legal services to the Moffat County Department of Human Services when it is needed.
3. In return for legal services from the Moffat County Attorney and the Moffat County Paralegal, the Department of Human Services will reimburse Moffat County as follows:
 - a. 13.0% of operating expense for the County Attorney's Office;
 - b. 13.0% of basic telephone service for the County Attorney's Office;
 - c. Human Services related photocopies;
 - d. Human Services related office supplies;
 - e. Human Services long distance telephone calls;
 - f. Human Services related postage;
 - g. Human Services service process fees;
 - h. Human Services related travel and training;
 - i. Human Services legal publication fees;
 - j. Attorney salary and fringe is paid upon percentage of actual Human Services hours worked compared to the total number of hours worked. Fringe includes FICA, health insurance, dental insurance, life insurance, retirement and administrative fees; and
 - k. The Paralegal is paid at hourly wage rate and fringe benefits prorated on an hourly basis. Fringe includes FICA, health insurance, dental insurance, life insurance, retirement and administrative fees.
4. The Moffat County Department of Human Services will pay 100% of the attorney salary and fringe for the Assistant County Attorney as well as their annual Colorado Attorney Registration dues, Colorado County Attorney's Association training fees, and Colorado Bar Association Annual Membership dues.
5. This Memorandum of Understanding can be nullified upon a one month agreement and/or notice.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

Tony Bohrer, Chairman

MOFFAT COUNTY DEPT. OF
HUMAN SERVICES


Kristin Grajeda, Director

**Emergency Mutual Aid and Assistance Agreement
for
Local Colorado Public Health Agencies**

This agreement is made and entered into by and between each local Colorado public health agency that adopts and signs this Agreement.

Recitals

- A. The Colorado Disaster Emergency Act, § 24-33.5-701 through 24-33.5-716, C.R.S. (the “CDEA”), was established for the purposes stated in § 24-33.5-702, C.R.S. Those purposes include, among other things, authorizing and providing for cooperation in disaster prevention, preparedness, response, and recovery.
- B. The Colorado Board of Health (the “Board”) adopted rules and regulations (the “Board Regulations”) pertaining to preparations for a disaster, as that term is defined in § 24-33.5-703, C.R.S. Regulation 1.2 of the Board Regulations, 6 CCR 1009-5, at Regulation 1, required each county and local public health agencies in this State subject to Title 25, Article 1, Part 5, C.R.S., to enter into a uniform mutual aid agreement with all other such county and local public health agencies that obligates the county or local public health agency to render aid and assistance during a disaster, unless the county or local public health agency needs to withhold resources necessary to provide reasonable protection within its own jurisdiction.
- C. In keeping with the purposes of the CDEA as stated in § 24-33.5-702, C.R.S. and Regulation 1. of the Board Regulations, this Agreement is intended to:
 - a. Reduce the vulnerability of people and communities of this State to injury, illness, loss of life, and loss of or damage to property resulting from the public health impacts of a disaster;
 - b. Prepare for prompt and efficient care, treatment, and assistance to persons threatened or affected by a disaster;
 - c. Provide for the rapid identification of potential public health threats created by a disaster; and
 - d. Provide for cooperation and coordination of activities relating to preparedness for, mitigation of, response to, and recovery from the public health impacts of a disaster.
- D. Under § 24-33.5-713, C.R.S., this Agreement may include provisions for furnishing aid and assistance to meet the needs of county and local public health agencies to prepare for, mitigate, respond to, and recover from the public health impacts of a disaster.
- E. In addition to the state of Colorado, the Federal Emergency Management Agency (“FEMA”) has recognized the importance of local governments

coordinating activities relating to disaster mitigation, preparedness, response, and recovery.

- F. The local public health agencies which have chosen to become parties to this Agreement wish to provide mutual aid and assistance among one another pursuant to the terms and conditions of this Agreement in the event of a local or State disaster that is unofficially or officially declared as a disaster emergency pursuant to applicable law.

Now, therefore, based on the foregoing recitals, and in consideration of the mutual agreements contained herein, and subject to the terms and conditions stated herein, the undersigned parties agree as follows:

Section I. Definitions

1. As used in this Agreement, the following terms have the meanings stated below.
 - a. "Aid and assistance" means and includes personnel, equipment, facilities, services, supplies, and other resources necessary to respond to, mitigate, and recover from the public health impacts of a disaster.
 - b. "Authorized representative" means a party's employee or agent who has been authorized in writing by that party to request or to offer to provide aid and assistance under the terms of this Agreement. The list of authorized representatives for each party signing this Agreement shall be attached to the executed copy of this Agreement. Any change by a party to its list of designated authorized representatives shall be made by giving notice of such change pursuant to the notice provisions of paragraph 43 below.
 - c. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to fire, flood, earthquake, wind, storm, wave action, hazardous substance incident, oil spill or other water contamination requiring emergency action to avert danger or damage, volcanic activity, epidemic, air pollution, blight, drought, infestation, explosion, civil disturbance, hostile military or paramilitary action, or a condition of riot, insurrection, or invasion existing in the state or in any county, city, town, or district in the state.
 - d. "Party" means a governmental entity, to include but not limited to, a local public health agency, which has adopted and signed this Agreement.
 - e. "Provider" means a party which has agreed to provide aid and assistance under the terms of this Agreement.

- f. "Recipient" means a party which has agreed to accept all or part of the aid and assistance offered by a Provider under the terms of this Agreement.
- g. "Requesting Party" means a party which has requested aid and assistance under the terms of this Agreement.
- h. "Solicited Party" means a party which has received a request for aid and assistance under the terms of this Agreement.

Section II. Conditional obligation to provide aid and assistance; no right of action for third parties

1. This is a reciprocal agreement. Each Party understands and agrees it may be requested by another party to be a Provider. It is also mutually understood and agreed that each party's foremost responsibility is to the persons within its jurisdictional boundaries. Accordingly, the provisions of this Agreement shall not be construed to impose an unconditional obligation on any Solicited Party to provide aid and assistance pursuant to a request from a Requesting Party. When aid and assistance have been requested, a Solicited Party may inform the Requesting Party that it is unable to provide all or part of the aid and assistance requested.
2. Given the finite resources of any party and the potential for each Party to be unavailable to provide aid and assistance at a given point in time, the parties may enlist other entities in mutual aid and assistance efforts. Notwithstanding such circumstances, the parties recognize there are meritorious reasons for entering into this Agreement, and the Parties shall attempt to provide aid and assistance in accordance with the terms of this Agreement to the fullest extent possible.
3. All functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific person. Accordingly, this Agreement shall not be construed as, or deemed to be an agreement for the benefit of any person not a party to this Agreement, and any such person shall have no right of action under this Agreement for any cause whatsoever.

Section III. Procedures for requesting aid and assistance

1. Whenever the terms "Provider," "Recipient," "Requesting Party," or "Solicited Party" are used in this Agreement, the reference shall include any of that party's authorized representatives.
2. Aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by the Requesting Party. When the Requesting Party becomes affected by a disaster and deems its resources

inadequate, it may request aid and assistance. All requests for aid and assistance shall be made and transmitted as set forth in paragraph 7.

3. Each request for aid shall be made verbally, to be followed by a request through the appropriate electronic system.
4. The Recipient shall be responsible for coordinating with the Local Agency within the Recipient's jurisdictional boundaries. Requests for State and/or Federal assistance that is separate and apart from aid and assistance rendered under the terms of this Agreement. Any requests out of the mutual aid request are the responsibility of the recipient.

Section IV. Solicited party's assessment of available resources and ability to render assistance

1. When contacted by a Requesting Party/Local Agency, the Solicited Party shall assess its own local situation in order to determine the availability of its personnel, equipment, and other resources to provide aid and assistance. If the Solicited Party determines it has available resources to provide aid and assistance, it shall so notify the Requesting Party/Local Agency (whichever communicated the request) promptly by the most efficient and practical means of transmission available, but in no event more than twenty-four (24) hours after its receipt of the request. Such notice shall be given by completing and delivering to the Requesting Party/Local Agency, by the most efficient and practical means of transmission available, a written or verbal acknowledgment, to be followed up in writing as soon as reasonably feasible.
2. When a request for aid and assistance has been submitted to a Local Agency acting on behalf of a Requesting Party, the Local Agency shall forward to the Requesting Party, by the most efficient and practical means of transmission available, the Provider's written or verbal acknowledgment to be followed up in writing as soon as reasonably feasible of aid and assistance to be rendered. The Local Agency shall forward the acknowledgment promptly, by the most efficient and practical means of transmission available, but in no event more than twenty-four (24) hours after its receipt from the Provider.
3. If a Solicited Party determines in good faith it does not have resources available to satisfy a request for aid and assistance, the Solicited Party shall complete a written acknowledgment along with a verbal acknowledgement, whether on the request form received from the Requesting Party/Local Agency or on another form, notifying the Requesting Party/Local Agency of its rejection of the request for aid and assistance. Such notice shall include a detailed explanation of the reasons why the Solicited Party must reject the request for aid and assistance. Such notice shall be promptly delivered to the Requesting Party/Local Agency by the most efficient and practical means of transmission available, but in no event more than twenty-four (24) hours after the Solicited Party's receipt of the request.

Section V. Supervision and control

1. A Provider shall designate supervisory personnel among its employees sent to render aid and assistance to a Recipient. As soon as practicable, the Recipient

shall assign work tasks to the Provider's supervisory personnel, and unless otherwise mutually agreed to in writing, the Recipient shall have the responsibility for coordinating communications between the Provider's supervisory personnel and the Recipient. The Recipient shall provide necessary credentials to the Provider's personnel, as authorized by law, authorizing them to operate on behalf of the Recipient.

2. Direct supervision and control of the Provider's personnel, equipment, and other resources shall remain with the Provider's supervisory personnel. The Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units. If this is not possible, the Provider shall promptly notify the Recipient of such circumstances.

Section VI. Length of time for aid and assistance; renewability; recall; demobilization

1. Unless otherwise mutually agreed to in writing, the duration of a Provider's aid and assistance shall be for an initial period of seven (7) days, beginning from the date the Provider's aid and assistance commences at the stricken site. Thereafter, aid and assistance may be extended in daily or weekly increments as the situation warrants, for a period mutually agreed upon.
2. The Provider's personnel, equipment, and other resources shall remain subject to recall by the Provider to provide aid and assistance to persons within its jurisdictional boundaries if circumstances so warrant. The Provider shall make a good faith effort to give at least twenty- four (24) hours advance written notice to the Recipient of the Provider's intent to recall its aid and assistance. If such notice is not practicable, the Provider shall give the Recipient as much advance written notice as is reasonable under the circumstances.
3. After the mutually agreed upon time, the Provider's aid and assistance will demobilize. Coordination and demobilization process will follow the current demobilization policies and procedures as defined by the Provider and Recipient.

Section VII. Reimbursements

1. After the specified allotted time set out in Section VI, the Recipient shall pay the provider all costs and expenses incurred. After the allotted time, except as otherwise provided below, a Recipient shall pay to the Provider all costs and expenses identified in this Section VII, evidenced in writing and incurred by the Provider in furnishing aid and assistance to the Recipient.
2. An invoice for reimbursement of costs and expenses for aid and assistance furnished under this Agreement shall be submitted by the Provider to the Recipient as soon as practicable after the costs and expenses are incurred, but

no later than sixty (60) days after the period of assistance terminates; provided, however, if the deadline for identifying damage is extended in accordance with 44 CFR Part 206, the request must be submitted no later than sixty (60) days after such extended deadline for identifying damage. The Recipient shall pay the invoice and/or advise of any disputed items no later than sixty (60) days following the billing date. These time frames may be modified in writing.

Section VIII. Rights and privileges of provider's employees

1. A Provider's employees who are rendering aid and assistance pursuant to this Agreement shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the jurisdictional limits of the Provider, except as may be limited by law.

Section IX. Provider's employees covered at all times by provider's workers' compensation policy

1. A Recipient shall not be responsible for reimbursing any amounts paid or due as workers' compensation benefits to the Provider's employees under the terms of this Agreement due to personal injury or death occurring at any time such employees are engaged in rendering aid and assistance under this Agreement. The Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees only, and the Recipient will be entirely responsible for the payment of workers' compensation benefits to its own respective employees only.

Section X. Immunity

1. The parties to this Agreement are all governmental entities providing governmental services under this Agreement and do not intend to waive their governmental immunity by entering into this Agreement or performing under its terms. Nothing in this Agreement shall be construed as a waiver of immunity provided by common law, or by statute, specifically the Colorado Governmental Immunity Act, §§ 24-10-101 through 24-10-120, C.R.S., and §24-33.5-711.5, C.R.S., or as an assumption of any duty for the benefit of any third party.

Section XI. Liability

1. Each party to this Agreement shall be an independent contractor, and no party, nor such party's officers, employees, or agents shall be deemed to be an agent of any other party. Except as otherwise specifically provided herein, each party waives all claims and causes of action against the other party for compensation, damages, personal injury or death which may result or occur as a consequence, directly or indirectly, of any performance under this

Agreement. Each party is responsible for its own negligence and that of its own officers, employees, and agents to the extent provided in the Colorado Governmental Immunity Act and § 24-33.5-711.5, C.R.S. As stated in paragraph 28 above, nothing in this Agreement shall be construed as a waiver of immunity provided by common law, or by statute, specifically the Colorado Governmental Immunity Act and §24-33.5-711.5, C.R.S., or as an assumption of any duty for the benefit of any third party.

Section XII. Performance subject to annual appropriation

1. The performance of any obligations under this Agreement is expressly subject to annual appropriation of sufficient funds by each party's respective governing body to enable such party to respond to requests for aid and assistance made under this Agreement.
2. The obligations of each party under this Agreement, or any extension, renewal, or amendment thereof, shall extend only to monies appropriated each fiscal year for the purposes of this Agreement by such party's governing body, paid into that party's treasury, and encumbered for the purposes of this Agreement. The parties acknowledge that (i) no party by this Agreement pledges present cash reserves for payment or performance in the current or future fiscal years, and (ii) this Agreement does not create, nor is it intended to create a multiple-fiscal year direct or indirect debt or financial obligation of any party.

Section XIII. Initial duration of agreement; renewal; termination

1. This Agreement shall be binding on each party for not less than one (1) year from its effective date, unless a party withdraws from the Agreement upon at least sixty (60) days' advance written notice as set forth below. Thereafter, this Agreement shall continue to be binding on each party in subsequent years, unless a party withdraws from the Agreement by written notice to all parties to this Agreement. Such withdrawal shall not be effective until sixty (60) days after notice thereof has been given by the withdrawing party to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation incurred under the terms of this Agreement prior to the effective date of withdrawal. Once the withdrawal is effective, the withdrawing party shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

Section XIV. Amendments

1. This Agreement may be modified at any time upon the mutual written consent of all parties.

2. Additional municipal, county and local public health agencies may become parties to this Agreement by adopting and signing this Agreement.

Section XV. Headings

1. The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

Section XVI. Severability: effect on other agreements

1. Should any clause, sentence, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each party declares it would have entered into this Agreement regardless of the fact that any one or more of this Agreement's clauses, sentences, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), paragraph(s), or other part(s) invalidated.
2. In the event parties to this Agreement have entered into other mutual aid and assistance contracts relating to preparedness for, mitigation of, response to, and recovery from the public health impacts of a disaster, those parties agree that to the extent a request for aid and assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

Section XVII. Miscellaneous

1. This Agreement constitutes the entire Agreement of the parties regarding the subject matter referred to in it. As such, it supersedes any and all prior oral and/or written agreements of the parties regarding the subject matter referred to in this Agreement.
2. No party may assign its rights or obligations under this Agreement without the prior written consent of all other parties.
3. Except as otherwise expressly provided herein, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns.
4. The waiver of any breach of a term of this Agreement shall not be construed as a waiver of any other term, nor as a waiver of any subsequent breach of the same term.
5. The laws of the state of Colorado shall be applied in interpreting, executing, and enforcing this Agreement.

6. Any notice, request, acknowledgment, or similar communication required or permitted under this Agreement shall be transmitted by personal delivery, certified U.S. mail, overnight delivery by Federal Express or a similar delivery agent, facsimile transmission, or e-mail transmission to each appropriate party at the address, facsimile number, or e-mail address given in the signature block to this Agreement. Any party may from time to time designate by written notice a substitute address, phone number, or e-mail address for such purposes.
7. Each party represents and warrants that the individual(s) signing this Agreement on its behalf is/are duly authorized to act on behalf of that party to enter into this Agreement and to bind that party to this Agreement, and that such authority has been duly approved by that party's governing body.
8. This Agreement may be executed in separate counterparts. The counterparts taken together shall constitute the whole Agreement.

Section XVIII. Effective date

1. As to each party, this Agreement shall take effect upon the date it duly signs this Agreement.

Section XIX. Custodian of agreement

1. The parties to this Agreement agree that the Colorado Department of Public Health and Environment ("CDPHE") shall act as custodian of the executed original and any executed counterparts of this Agreement. The CDPHE's obligations and responsibilities as custodian shall be limited to maintaining possession of the executed original, any executed counterparts of, and any amendments to this Agreement, and providing to each party a current list of all of the parties to this Agreement each time a local Colorado public health agency executes this Agreement or withdraws as a party from it. The CDPHE shall not be considered, nor shall it be a party to this Agreement, and shall have no obligations or liability whatsoever to any of the parties to this Agreement or any third persons, except as to the custodial duties expressly stated herein; provided, however, acting as custodian of this Agreement shall not limit or derogate from the CDPHE's obligations and duties otherwise prescribed by applicable law pertaining to disaster prevention, preparedness, response, and recovery.
2. To facilitate the CDPHE's role as custodian of this Agreement, each party shall deliver to the CDPHE a copy of each fully executed Agreement, any executed counterpart thereof, any executed amendment thereof, and any notice of withdrawal therefrom. The CDPHE's address for delivery of any of such documents is:

**Colorado Department of Health and Environment
Office of Emergency Preparedness and Response
Attention: Amanda Hettinger**

4300 Cherry Creek Drive So.
Denver, CO. 80246-1530

In witness whereof, each of the parties have caused this Agreement to be duly signed in its name and on its behalf by its authorized officer, who has signed with the concurrence of such party's governing body as of the date shown below.

Name of Party: _____

SIGN HERE

By (Name and Title): Tony Bohrer, Chair of the Moffat County Board of County Commissioners

E-mail address: tbohrer@moffatcounty.net

Address: 1198 W. Victory Way, Ste. 104

Craig, CO 81625

Date: _____

Approved as to form:

By (Name and Title): _____

SIGN HERE

Address: Moffat County Attorney's Office

1198 W. Victory Way, Ste. 202

Craig, CO 81625

Counsel for Moffat County Board of County Commissioners

Date: _____

**MEMORANDUM OF UNDERSTANDING BETWEEN
MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS
AND
CRAIG CITY COUNCIL**

**REGARDING: Legal Services to Support Moffat County and City of Craig Participation in 2023 Electric
Resource Plan Procedure at Colorado Public Utilities Commission**

This Memorandum of Understanding is entered into between the Moffat County, Colorado Board of County Commissioners and the Craig City Council, represented by its governing body, collectively referred to as "the Parties." C.R.S. § 29-1-203 provides authority for Governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized in Colorado.

Whereas: Tri-State filed its next Electric Resource Plan (ERP) with the Colorado Public Utilities Commission (PUC) December 1, 2023. This filing initiates a formal process concerning issues of great importance to Moffat County and the City of Craig, including plant closure dates and the disposition of Tri-State assets, including water rights, and potentially including community assistance options and workforce impacts.

Whereas: Interested and impacted parties can intervene in the ERP process at the PUC to ensure their perspectives on relevant issues are heard. However, given the quasi-judicial nature of PUC proceedings, effective intervention essentially requires parties to be represented by attorneys who understand the PUC's process and rules, can litigate the issues on behalf of their clients, and are present at or attentive to all proceedings related to the ERP. This need for an attorney makes it especially challenging for communities like Moffat County and the City of Craig to participate effectively in proceedings that could greatly impact their interests and those of their residents.

Whereas: Because of the critical nature of Tri-State's upcoming ERP filing and litigation, OJT will provide funding for Moffat County and the City of Craig to intervene in this proceeding so our communities can have a voice and be fully engaged in a matter of critical importance to our future. We have further agreed to, and they have committed to communicate as appropriate with other local taxing districts that will lose property tax revenues due to the closure of Craig Station.

Now, therefore, both parties acknowledge and agree that:

1. Moffat County and the City of Craig agree to collaborate as equal partners in directing the work of the attorney, which both entities shall jointly select to represent both entities during the PUC hearings.
2. Moffat County and the City of Craig agree that the Moffat County Commissioners' Office will serve as fiscal sponsor ("Fiscal Sponsor") to administer funding from the Office of Just Transition to hire attorney representation during the PUC hearings.
3. Neither Moffat County or the City of Craig will expend cash to pay for their PUC attorney beyond OJT funding without agreeing to expending additional funds. Each entity will dedicate staff time to assist in guiding the attorney(s) throughout the process.
4. This MOU shall remain in effect through the Tri-State ERP Process or until all funds are expended.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Tony Bohrer, Chairman


COUNTY OF MOFFAT) ss.

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 27th day of February, 2024.


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

ADOPTED this 12th day of December, 2023.


CHRIS NICHOLS, MAYOR

CHRIS NICHOLS, MAYOR

Attest:


Liz White, City Clerk



Erin Miller

From: BECKY Plummer
Sent: Wednesday, February 21, 2024 6:12 PM
To: Erin Miller
Subject: Re: Council on Aging?

This letter is to inform you that I am interested in one of the open seats on the Council on Aging. I am currently on the Patient advisory committee for NWCH, as well as the Volunteers Group for Hospice, The Strategic Planning Committee as well as on the Board of Directors all committees I am on at this point are for NWCH but I believe that being on the Council on Aging could only benefit both organizations. I am a resident of Moffat County, Craig since 1/01/1974. Please reach out if I can answer any other questions.

Thank you for the consideration I look forward to hearing from you.

Sincerely;

Becky Plummer

On Tuesday, February 20, 2024 at 02:33:45 PM MST, Erin Miller <emiller@moffatcounty.net> wrote:

Yes, there are two more open seats on that board. Each seat has a four year term. If you would like to apply, just email me a letter of interest and I will put it in front of the BCC at their next meeting.

From: BECKY Plummer [REDACTED] >
Sent: Thursday, February 15, 2024 4:24 PM
To: Erin Miller <emiller@moffatcounty.net>
Subject: Council on Aging?

I had read that I believe The Council on Aging was looking for a Moffat County Board member. I am currently an executive board member for NWCH and think maybe being on this board possibly could be beneficial for both entities. I contacted Mel Villard and she said to reach out to you and you could possibly help me get the ball rolling.

Any help you could give would be greatly appreciated. Feel free to reach out.

Erin Miller

From: CATHY LOWTHER
Sent: Thursday, February 22, 2024 4:48 PM
To: Erin Miller
Subject: Fwd: Library Board:Letter of Interest

Begin forwarded message:

From: CATHY LOWTHER [REDACTED] >
Date: February 22, 2024 at 4:20:45 PM MST
To: erinmiller@moffatcounty.net
Subject: Library Board:Letter of Interest

Erin:

I'm writing to inform you of my interest in the Library Board position.

I have lived here almost 44 years, I taught in Moffat School District for 23 years. I retired in 2015.

I taught catechism at St. Michaels for 15 years, and I very much enjoyed giving my time to the youngsters. I miss it.

I'd like to give my time to this position, as a way to start giving back again to my community.

Looking forward to hearing from you.

Cathy R Lowther

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 2024-34

Resolution Declaring Moffat County as a Non-Sanctuary County, Setting Priorities and Expectations in Response to Asylum Seeking Immigration Influx

WHEREAS, Moffat County is a legal and political subdivision of the State of Colorado for which the Board of County Commissioners (“Board”) is authorized to act: and,

WHEREAS, communities at the southern border have for decades provided reception services to help asylum seeking individuals with their immediate needs; there is less structured support provided in interior U.S.A. communities. There is currently no established, coordinated system nor a harmonized legal framework for this type of forced reception in cities and counties across the U.S.A.: and,

WHEREAS, asylum seekers are being moved within the borders of the U.S.A. with no communication with and therefore, without the knowledge of local elected officials prior to those relocations: and,

WHEREAS, there are provisions in 8 U.S.C. § 1624 giving Authority of States and political subdivisions of States to limit assistance for aliens. Further, in the Immigration Chapter of the US Code, asylum cannot be granted until the identity of the applicant has been checked against all appropriate records or databases maintained by the Attorney General and by the Secretary of State. Moffat County does not have the resources to gather, process or maintain such records: and,

WHEREAS, the City of Denver, with a population of 713,000 people, has declared itself a sanctuary city and has served more than 37,000 asylum-seeking migrants at a cost of 38 million dollars and growing: and,

WHEREAS, in the past two months, Denver has seen a dramatic uptick in asylum-seeking arrivals and is currently sheltering over 4,500 people. This influx – the fourth significant surge in arrivals since late 2022 – is straining capacity and based on current projections, could force the city to cut as much as \$180 million from its annual budget: and,

WHEREAS, the City of Denver faces an accelerated budget shortfall and agency budget cuts to fund asylum-seeking migrant services: and,

WHEREAS, Denver’s safety-net hospital, Denver Health, has seen at least 9,000 asylum-seeking migrant patients in the past year, costing at least \$10 million in unreimbursed care: and,

WHEREAS, Denver schools face a shortfall of \$17.5 million in funding due to the continuous influx of asylum-seeking migrants in the Denver area: and,

WHEREAS, the City of Denver has established policies constraining individual asylum-seeking migrants to 14 days of shelter and families to 42 days of shelter: and,

WHEREAS, both Denver and Carbondale plan to close their shelters in March and April of 2024: and,

WHEREAS, Moffat County supports legal immigration into the United States of America: and,

WHEREAS, Moffat County recognizes the plight of those seeking refuge and asylum from oppressive governments in other parts of the world: and,

WHEREAS, Moffat County respects the history of the United States of America as a beacon of freedom and opportunity in the world: and,

WHEREAS, those who enter the country illegally can pose a significant public health and safety risk to a community when there is an increase in crime, communicable disease, and accelerating demand and unsustainability on public infrastructure such as services, public safety, schools, and the justice system: and,

WHEREAS, the cascading impacts of asylum-seeker relocations from Denver pose a risk to MOFFAT County, its citizens, and service providers: and,

WHEREAS, Moffat County does not have the resources or infrastructure to address the human needs it is currently facing: and,

WHEREAS, over 3,150 Moffat County residents (nearly 24% of the entire county population) are currently receiving one or more public benefits, with an average of 180 new applications each month: and,

WHEREAS, while Moffat County is seeing a record need for public benefits due to high inflation, we are also experiencing cuts in federal and state funding along with increased expectations and unfunded mandates from the federal and state governments: and,

WHEREAS, our community hospital, Memorial Regional Health, had an uncompensated care total of \$4,754,818 in 2023; and **WHEREAS**, Moffat County schools do not have unlimited resources; currently, over 30% of students are economically disadvantaged: and,

WHEREAS, Moffat County Sheriff's Office has established policy stating that the Moffat County jail will not be used to hold detainees of US Immigration and Customs Enforcement (ICE) who have not been criminally charged. The Moffat County Sheriff's Office will continue to cooperate with ICE to the extent Colorado law will allow. This policy has been misinterpreted to suggest that Moffat County is a sanctuary county, leading to its erroneous inclusion on websites claiming such status.

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

- 1) The Board declares that Moffat County is NOT a sanctuary county and will not open shelters or provide services, other than emergency services, to uninvited asylum-seeking individuals and/or illegal immigrants that may arrive in unincorporated Moffat County.
- 2) The Board will continue to prioritize the needs of our local citizens, uphold the laws of the State of Colorado that uphold the principles of the United States Constitution.

PASSED and APPROVED this 27th day of February, 2024.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Tony Bohrer, Chair of the Board

Melody Villard, Commissioner

Donald Broom, Commissioner

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT)

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

Witness, my hand and seal of said County this 27th day of February, 2024.

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



February 27, 2024

Mike Johnston
Office of the Mayor
City and County of Denver
Denver, CO 80202
201 W Colfax Ave.

RE: Moffat County's position on not accepting new asylum-seeking individuals or providing aid for immigration-related challenges

Dear Mayor Johnston:

The Board of Moffat County Commissioners is writing in response to the significant challenges faced by the City of Denver due to the recent influx of asylum-seeking immigrants and its call for aid. This became a concern to us due to the intentions of the State and City of Denver to share the overflowing burden with other cities and counties in the State.

We appreciate Denver's intention to tackle the immigrant issues as a stated Sanctuary City, but we must be clear and communicate Moffat County's inability to extend aid.

Our decision to not accept asylum-seeking individuals into Moffat County stems not from a lack of empathy or understanding but from fiscal responsibility and the constraints and challenges we face within our jurisdiction.

Like many others, Moffat County is working diligently to address various pressing local concerns that demand our immediate attention and resources. These include but are not limited to, public health and safety and the economic well-being of our citizens. Our current focus must remain on addressing these critical needs, leaving us unable to extend support beyond our county's citizens.

Community resources within Moffat County are strained as we are facing a 46% reduction in our annual property tax revenue with the closures of our power plant and coal mines. At the same time, our healthcare and educational systems face financial strains, with substantial losses in indigent care and lower-than-average state funding for schools. It would be cruel to redirect resources to others when we struggle to care for our most vulnerable citizens.

February 26, 2024

Page 2

Moffat County will not turn its back on its citizens. We will not siphon resources from our citizens to support those who have not completed the process of becoming legally recognized citizens in our country.

Offering aid without the financial means, resources, or a sustainable plan to support those seeking asylum is unethical and irresponsible governance. Good intentions must be backed by practical capabilities — Moffat County does not have the resources or desire to give false hope.

Sincerely,

Tony Bohrer, Chair
Commissioner, District 1

ORDINANCE NO. 2024-0227

AN ORDINANCE REPEALING ANY ORDINANCES, AMENDED ORDINANCES, RESOLUTIONS, OR PORTIONS THEREOF, CONCERNING THE LICENSING AND CONTROL OF DOGS IN MOFFAT COUNTY, COLORADO

WHEREAS, the Board of County Commissioners of the County of Moffat ("Board"), pursuant to Colorado Revised Statutes ("C.R.S.") Sections 30-15-101(1)(a) and 30-15-401, as amended, has the general enabling power to adopt ordinances, resolutions, rules and other regulations as may be necessary for the control or licensing of those matters of purely local concern, and to do all acts which may be necessary or expedient to promote the health, safety, and welfare of the citizens of Moffat County; and

WHEREAS, Moffat County first adopted an Ordinance regulating the licensing and restraint of dogs on February 17, 1978; has amended said Ordinance several times; and has also adopted Resolutions concerning the licensing and control of dogs in Moffat County. Some Moffat County Resolutions conflict with each other or cause confusion; and the Board finds it is in the best interests of the citizens of Moffat County to repeal all previously adopted Moffat County Resolutions and Ordinances concerning the licensing and control of dogs in Moffat County, including any amendments to same, and to adopt a resolution for these purposes pursuant to C.R.S. Section 30-15-101, as amended.

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

Section 1. Repeal

The Board of County Commissioners hereby repeals any ordinances or resolutions or amended ordinances or amended resolutions or portions thereof which concern the licensing and control of dogs in Moffat County.

Section 2. Title

This ordinance shall be known and referred to as "AN ORDINANCE REPEALING ANY ORDINANCES, AMENDED ORDINANCES, RESOLUTIONS, OR PORTIONS THEREOF, CONCERNING THE LICENSING AND CONTROL OF DOGS IN MOFFAT COUNTY, COLORADO" and may be cited and referenced as such.

Section 3. Purpose

The purpose of this Ordinance is to repeal all ordinances or resolutions or amendments to either of these or portions of same which concern the licensing and control of dogs in Moffat County, Colorado. Licensing and control of dogs and other pet animals in Moffat County by resolution is permitted by the Colorado Revised Statutes, and it is an efficient and effective means to provide for the immediate preservation of the public health, safety, and welfare of residents and

visitors in Moffat County. It is simpler to amend a resolution in the event an amendment may be required in the future.

Section 4. Authority

All former County ordinances, resolutions, amended ordinances, amended resolutions, or parts thereof, in conflict with this Ordinance are hereby repealed.

Section 5. Effective Date

The effective date of this Ordinance shall be February 27, 2024, at 9:00 AM.

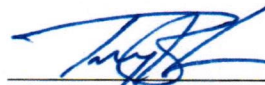
FIRST READING:

INTRODUCED, READ, AND ORDERED PUBLISHED BY THE BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD ON THE 23RD DAY OF JANUARY, 2024.

MOFFAT COUNTY BOARD OF
COUNTY COMMISSIONERS,
COLORADO



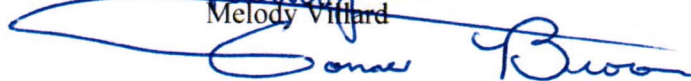
Clerk to the Board, Moffat County



Tony Bohrer, Chairman



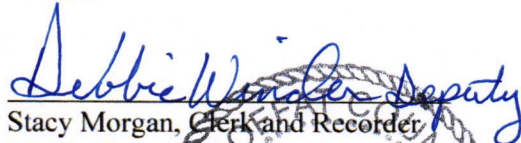
Melody Villard



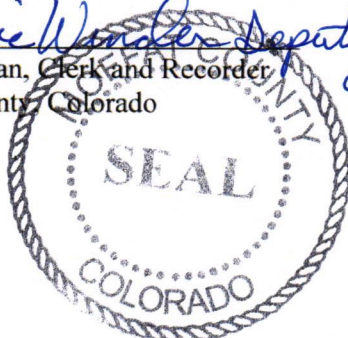
Donald Broom

I HEREBY CERTIFY THAT THE ABOVE Ordinance was introduced to the Board of County Commissioners of Moffat County, State of Colorado, at its meeting of January 23, 2024 and published one time in full in the Craig Daily Press newspaper and placed on the Moffat County website on January 26, 2024.

ATTEST:



Stacy Morgan, Clerk and Recorder,
Moffat County, Colorado



SECOND READING:

FINALLY ADOPTED, PASSED, APPROVED WITH AMENDMENTS, IF ANY, AND ORDERED PUBLISHED BY TITLE ONLY IN THE CRAIG DAILY PRESS AND ON THE MOFFAT COUNTY WEBSITE UPON A MOTION DULY MADE, SECONDED, AND PASSED AT ITS MEETING HELD ON THE 27TH DAY OF FEBRUARY, 2024, AFTER BEING PREVIOUSLY INTRODUCED, READ AND ADOPTED ON FIRST READING ON JANUARY 23, 2024, AND PUBLISHED IN FULL IN THE CRAIG DAILY PRESS ON THE 26th DAY OF JANUARY, 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF MOFFAT, COLORADO

Tony Bohrer, Chairman

Melody Villard

Donald Broom

ATTEST:

I HEREBY CERTIFY THAT THE ABOVE Ordinance was finally adopted by the Board of County Commissioners of Moffat County, State of Colorado, at its meeting of February 27, 2024 and ordered published one time by title only in the Craig Daily Press newspaper and on the Moffat County website on the 26th day of January, 2024.

Stacy Morgan, Clerk and Recorder
Moffat County, Colorado

(Seal)

RESOLUTION NO. 2024-30

**A RESOLUTION PROVIDING FOR THE LICENSING AND CONTROL OF DOGS IN
MOFFAT COUNTY, COLORADO, AND REPEALING ALL RESOLUTIONS,
OR PORTIONS THEREOF, IN CONFLICT THEREWITH**

RECITALS

A. The Moffat County Board of County Commissioners (the "Board") has the authority pursuant to Colorado Revised Statutes ("C.R.S.") § 30-15-101(1)(a), as amended, to adopt a resolution for the control and rabies vaccination of pet animals, and to establish such other reasonable regulations and restrictions as may be deemed necessary.

B. The Board has the authority pursuant to C.R.S. § 30-15-101, as amended, to adopt a resolution for the control of unleashed or unclaimed animals.

C. The Board recognizes there are existing provisions in previous Moffat County Resolutions concerning the control of dogs which sometimes conflict with each other in various areas of unincorporated Moffat County, particularly on public recreation lands and facilities owned by the County.

D. The Moffat County Sheriff and his deputies are authorized by C.R.S. § 25-4-612 as amended, to assist and cooperate with public health officials in capturing and impounding any dog or cat which has not been inoculated for rabies or is found running at large.

E. Sometime before June 20, 1978, the Moffat County Board of County Commissioners adopted an Ordinance regarding the keeping, licensing, and restraining of dogs, which was subsequently amended and the original Ordinance cannot be located.

F. On June 20, 1978, the Moffat County Board of County Commissioners adopted "Amended Ordinance No. _____", entitled AN ORDINANCE PURSUANT TO C.R.S. 1973, 30-15-101 *et seq.* PROVIDING FOR THE LICENSING OF ALL DOGS WITH THE BOUNDARIES OF THE COUNTY OF MOFFAT, STATE OF COLORADO; PROHIBITING THE RUNNING AT LARGE OF ANY DOG; AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

G. On February 8, 1979, and on other dates as well, the Moffat County Board of County Commissioners has adopted several other resolutions amending ordinances with provisions pertaining to the licensing and control of dogs. These provisions can be confusing.

H. The Moffat County Sheriff has recommended that the previously adopted Resolutions, Amended Resolutions and portions of Resolutions addressing dogs, be repealed, and a Resolution providing for the licensing and control of dogs be approved and adopted as necessary in order to better enable the County to regulate the licensing and control of dogs. The Board finds that the licensing and control of dogs within the territory of unincorporated Moffat County are matters of local concern and that regulation is necessary for the protection of the health, safety, and welfare of the citizens of Moffat County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Moffat County that the following rules and regulations governing animal safety, licensing and control are hereby adopted for application in the entire unincorporated area of Moffat County. Nothing herein shall prohibit the application of this Resolution to incorporated municipalities which contract with Moffat County for animal safety and control services if the governing body of such municipality has adopted these regulations as required by applicable law.

SECTION 1. Applicability. The control provisions of this Resolution shall apply to all dogs in the entire unincorporated area of Moffat County except for those dogs certified as assistance dogs for the physically handicapped, dogs actually working livestock, livestock protector dogs, dogs lawfully locating, pursuing or retrieving wild game in season when accompanied by and under the control of a licensed hunter, or dogs assisting search and rescue or law enforcement personnel, or dogs being trained in any of these pursuits. This Resolution shall also apply throughout any incorporated town or city which elects by ordinance or resolution to have the provisions hereof apply.

SECTION 2. Definitions. For the purposes of this Resolution, the following terms and words shall have the meanings set forth below.

- (a) “*Abandon*” means the leaving of a dog without adequate provisions for the dog's proper care for a period of twenty-four (24) hours or more, or leaving the dog with no intent of retrieving the dog by its owner, the person responsible for the dog's care or custody, or any other person having possession of such dog.
- (b) “*Animal*” means any living vertebrate creature, domestic or wild, except human beings and those animals defined in Section 35-44-101(1), C.R.S.
- (c) “*Animal*” (pet or domesticated). Pet animal or domesticated animal means dogs, cats, rodents, birds, reptiles, fish, pot-bellied pigs weighing less than seventy (70) pounds, and any other species of animal which is sold or retained as a household pet, but does not include skunks, nonhuman primates and other species of wild, exotic or carnivorous animals that may be further restricted in this chapter.
- (d) “*Attack*” means any violent or hostile physical contact with a person or other animal or any violent or hostile behavior that confines the movement of a person, including, but not limited to, chasing, cornering, or encircling a person.
- (e) “*Bodily injury*” means any physical pain, illness, or any impairment of physical or mental condition under C.R.S. § 18-1-901 (3)(c), as amended, and includes severe bruising, muscle tears, skin lacerations requiring professional medical treatment, or fracture of any bone, or injury that requires corrective or cosmetic surgery under C.R.S. § 18-9-204.5(2)(a), as amended; bodily injury that is “serious” means bodily injury which, either at the time of the actual injury or at a later time, involves a substantial risk of death, a substantial risk of serious permanent disfigurement, a substantial risk of protracted loss or impairment of the function of any part or organ of the body, or breaks or fractures under C.R.S. § 18-1-901(3)(p), as amended.

- (f) “*Caretaker*” means any person who keeps or harbors a dog or has the custody, charge, care, or possession of a dog, including the owner of the dog.
- (g) “*Certificate*” means a statement by a licensed veterinarian specifically describing the animal.
- (h) “*Confined*” means caged or restrained in a manner that prevents or precludes escape.
- (i) “*Control*” means:
 - (i) A dog which is actually working livestock, locating or retrieving wild game in season with a licensed hunter, or assisting law enforcement officers; or while being trained for any of these pursuits; or
 - (ii) A dog under physical control by means of a leash, cord, or chain not more than eight (8) feet in length, or confinement of such dog within the boundaries of the real property of its owner or caretaker; or
 - (iii) A dog whose owner prevents the dog from nuisance barking.
- (j) “*Custodian*” means any person who is in possession of or is keeping, harboring or caring for any animal.
- (k) “*Dangerous dog*” means any dog that:
 - (i) Inflicts bodily or serious bodily injury upon or causes the death of a person or domestic animal (dog, cat, or livestock); or
 - (ii) Demonstrates tendencies that would cause a reasonable person to believe that the dog may inflict bodily or serious bodily injury upon or cause the death of any person or domestic animal (dog, cat, or livestock); or
 - (iii) Engages in or is trained for animal fighting as described and prohibited in C.R.S. § 18-9-204.
- (l) “*Dog*” means any domesticated animal of the canine species, regardless of sex.
- (m) “*Dog harassing wildlife*” means any dog that unlawfully endangers, worries, impedes, annoys, pursues, disturbs, molests, rallies, concentrates, harries, chases, drives, herds, or torments wildlife as defined in C.R.S. § 33-1-102(24) and C.R.S. § 33-6-128(2).
- (n) “*Dog worrying livestock*” means any dog that runs after, chases, barks at, or injures livestock as defined in C.R.S. § 35-43-126.

- (o) “*Domestic animal*” means any animal owned or kept by a person for companionship or protection or for sale to others for such purposes, or livestock as defined in C.R.S. § 35-1-102(b).
- (p) “*Electronic control*” means the use of a device physically attached to the dog which is used to positively control the dog's behavior through electromagnetic signal transmitted to the device by the owner or through the use of a signal transmitted through an "invisible" fence.
- (q) “*Harbor*” means the act of keeping or caring for an animal or providing premises to which the animal returns for food, shelter, or care.
- (r) “*Impound*” means to take custody of and hold an animal at the Bear Creek Animal Hospital or other approved location.
- (s) “*Leash control*” means that a dog is firmly attached to a secured tether or leash not more than eight (8) feet in length which is being held by a person who is thereby in fact able to prevent the dog from charging, chasing or otherwise disturbing or interfering with any person, domestic animal or wildlife, irrespective of the presence of any distraction or provocation.
- (t) “*Livestock*” means cattle, sheep, goats, swine, mules, poultry, and such horses, mules, asses, and other animals used in the farm or ranch production of food, fiber, or other agricultural products.
- (u) “*Livestock protector dog*” means any dog which has been bonded to sheep or other livestock for the purpose of remaining with and protecting such livestock.
- (v) “*Nuisance animal*” means any animal that constitutes a nuisance by being a safety or health hazard, by damaging the property of another, or creating offensive odors, any of which materially interferes with or disrupts another person in the conduct of lawful activities at such person's home.
- (w) “*Nuisance barking*” means frequent, repeated, or continued barking, howling, yelping, screeching, moaning, crying, squawking, or other humanly audible noise made by a dog.
- (x) “*Owner*” means any person eighteen (18) years of age or older who owns, controls, keeps, harbors, or has custody of or cares for a dog. If a dog has more than one owner, each shall be considered an “owner” and subject to the provisions of this Resolution.
- (y) “*Possess*” or any derivation thereof, means exercising physical control over any animal.
- (z) “*Premises*” means the area of land surrounding the residence of the owner of any dog, which is owned, occupied or under the control of the owner of the dog, or any other confined area which is under the control or immediate supervision of the owner of the dog. “Premises” does not include any public right of way.

- (aa) “*Provocation*” means threatening, tormenting, teasing, or striking a dog.
- (bb) “*Quarantine*” means confinement of a dog for a minimum period of ten (10) days when such dog's bite has caused bodily injury.
- (cc) “*Rabies vaccination*” means the inoculation of a dog or cat with a vaccine licensed by the United States Department of Agriculture for use in the prevention of rabies.
- (dd) “*Running at large*” means a dog which is off of or away from the premises of its owner or keeper and not under the control of any person.
- (ee) “*Shelter*” means the Bear Creek Animal Hospital, located at 2430 East Victory Way, Craig, CO 81625, or any successor facility.
- (ff) “*Stray dog*” means any unlicensed dog, or licensed dog found unaccompanied by a person who has control, anywhere in unincorporated Moffat County.
- (gg) “*Tether*” means to tie up or chain to a fixed or heavy, inanimate object so as to restrict the free movement of an animal to a distance no greater than the length of its leash or chain.
- (hh) “*Vicious dog*” means any dog which has bitten or attempted to bite any person, without provocation, or has bitten a domestic or wild animal without being attacked or threatened with attack first.
- (ii) “*Wildlife*” means wild vertebrates, mollusks and crustaceans and includes mammals, birds, fishes, and reptiles that are not domesticated, as defined in C.R.S. § 33-1-102(51).

SECTION 3. Dog License Requirements and Fees.

- (a) Any owner of a dog residing within unincorporated Moffat County whose dog is over the age of three (3) months shall, on or before the first day of April for the current year, pay a required license fee as set forth by Moffat County.
- (b) At the time that a dog owner makes application for a license, the owner shall state (upon printed forms provided for such purpose) the name, address and telephone number of the dog owner, the dog's name, and the breed, age, color and sex of the dog. A current valid rabies vaccination certificate for the dog is also required as stated hereafter.
- (c) The provisions of this section are not intended to apply to dogs whose owners are non-residents temporarily residing within Moffat County. For purposes of this section, a person shall be deemed to be a resident if he or she remains in Moffat County for at least thirty (30) continuous days.
- (d) Upon payment of the license fee, a receipt for payment and a tag for each dog so licensed shall be issued. Each owner shall be required to provide his or her dog(s) with a durable collar to which the license tag must be affixed. The dog license tag must be constantly worn

by the dog to which the tag was issued, except when such dog is securely confined on the property of the owner. If a dog licensing tag is lost, destroyed, or mutilated, then a duplicate will be issued upon payment of \$2.00 (or as hereafter required by Moffat County) and presentation of the receipt showing payment of the license fee for the current year. Dog licensing tags shall not be transferable from one dog to another, and no refunds shall be made on any dog license fees for any reason.

- (e) Registration and licensing of dogs shall be done at the Moffat County Sheriff's Office.
- (f) The annual licensing fee is to be paid not later than April 1 of the year for which the license is issued; however, no license shall be issued unless and until the owner of the dog shall exhibit a current valid rabies vaccination certificate showing that the dog has been vaccinated against rabies by a licensed veterinarian.

SECTION 4. Rabies Inoculation Required.

- (a) The owner of every dog in unincorporated Moffat County shall have such dog inoculated by a licensed veterinarian against rabies at three (3) months of age, one year thereafter and every year thereafter (unless the veterinarian specifically recommends scheduling vaccinations once every three years for dogs), so as to provide inoculation during the period of effectiveness of the vaccination.
- (b) Upon vaccination of a dog, a licensed veterinarian shall execute and furnish to the owner a certificate of rabies inoculation which shall include the following information:
 - (i) The name, physical and mailing addresses, and telephone number(s) of the owner;
 - (ii) The name and address of the veterinarian administering the vaccination;
 - (iii) The breed, age, color, name, sex and reproductive status of the vaccinated animal;
 - (iv) The date of vaccination and expiration thereof;
 - (v) The type of vaccine used, lot number and manufacturer; and
 - (vi) The rabies vaccination tag number. The veterinarian shall also furnish a rabies tag, which shall be firmly affixed to the collar of the dog.
- (c) Any dog which has bitten a person so as to cause any abrasion and/or break of the skin and which dog has no verification of a valid rabies inoculation may be impounded or quarantined in the shelter, or any approved private veterinary hospital, for observation for at least ten (10) days in order to determine whether the dog has rabies. The Moffat County Sheriff or his designated representative shall give notice of such impoundment to the owner, if known. If no owner appears to claim the animal after the quarantine period has passed, the dog will be put up for adoption or humanely destroyed pursuant to local policy. Before a dog can be released from the impoundment facility, the owner or prospective

owner must show proof of a valid rabies inoculation or make specific arrangements with the Moffat County Sheriff or his designated representative who will verify rabies inoculation after release. Any dog which the owner establishes had a current rabies inoculation prior to the time of the incident in which the dog bit a person may, alternatively, be quarantined on the premises of the owner.

SECTION 5. Barking Dogs.

- (a) It shall be unlawful for any person owning or keeping a dog to fail to prevent such dog from disturbing the peace of any other person by nuisance barking or loud, persistent or habitual barking, howling, yelping, or making any other loud, persistent, or habitual noise as described in Section 2(x), whether the dog is on or off the owner's premises. Dogs guarding livestock shall not be exempt from the application of this section unless such barking is related to the presence of a predator, intruder, or unconfined animal.
- (b) Provocation of a dog whose noise is complained of, whether by a person or an unconfined animal, shall be a defense to any complaint brought under this section.
- (c) If the Moffat County Sheriff or his designated representative determines that a violation of this section has occurred for the first time, the Moffat County Sheriff or his designated representative may either give the violator a written warning for the violation or issue a penalty assessment notice. If a warning is given, the violator shall be entitled to a period of three (3) days after the date on which the written warning is given in order to correct the violation. If the violation persists or recurs after the three (3) day period, then the violator shall be subject to enforcement action under this Resolution. No enforcement action for a Violation of this section shall be taken more than one calendar year after the date on which written warning for that violation was given.
- (d) The warning process to be employed by the Moffat County Sheriff is as follows:
 - (i) The Moffat County Sheriff or his designated representative may give a written warning of the violation after any of the following circumstances occurs: a complaint which the Moffat County Sheriff or his designated representative investigates; two complaints from different households; or a complaint from a single household if it is the only household within a quarter mile of the source of the complaint.
 - (ii) Complainants must clearly identify themselves and the dog complained of by either the name of the dog owner or the address at which the dog is located.
 - (iii) Such warning is sufficient if it is identified as coming from the Moffat County Sheriff's Office, refers to this Section 5, states that a complaint has been received, and that the owner's dog is disturbing the peace of another person.
 - (iv) A warning is given under this section if it is personally served on the dog's owner, posted on the owner's premises, or placed in the U.S. mail, postage prepaid, and

addressed to the owner of the dog at the address contained in the licensing records, rabies inoculation records, or at an address based on the best information available.

- (v) The Moffat County Sheriff's Office shall maintain records of a "such warnings given", and such records shall be *prima facie* evidence that the warnings were given.
- (e) No person shall be convicted at trial of violating this section unless at least one witness testifies to the loud, persistent, or habitual nature of the noise. The Moffat County Sheriff, or his designated representative, may be relied upon as a witness in meeting this requirement.
- (f) All presently existing and properly approved veterinary hospitals, animal shelters, commercial kennels, or commercial boarding facilities and any such facilities which are approved in the future by the Board of County Commissioners shall be exempt from the provisions of this section.
- (g) Violations of this section are "strict liability" offenses, and it shall not be necessary to prove a culpable mental state on the part of any person with respect to any material element of such offenses. Violations shall be proved by establishing beyond a reasonable doubt that a person voluntarily acted, or failed to perform an act which such person was capable of performing, and that such act or omission is contrary to the provisions of this section.

SECTION 6. Dogs Running at Large.

- (a) It shall be unlawful for the owner of any dog to fail to prevent the dog from running at large in any unincorporated area of Moffat County. Any dog off the owner's premises or on private property without the permission of the property owner must be under control as defined in Section 2(i) of this Resolution, inside a vehicle, or physically confined so that said dog does not have access to passers-by. If injury, damage, or trespass has occurred, there shall be a presumption that the dog was not under control.
- (b) It shall be unlawful for the owner of a dog to allow such dog to attack or chase any person or domestic animal, harass any species of wildlife, or worry any livestock.
- (c) After apprehending a dog at large, the Moffat County Sheriff or his designated representative may impound the dog or return the dog to its owner. The Moffat County Sheriff or his designated representative may also issue a penalty assessment notice or a summons and complaint to the dog's owner. The Moffat County Sheriff or his designated representative shall have the right to enter upon private property when it is necessary to apprehend any dog that has been running at large. Such entrance upon private property shall be in reasonable pursuit of said dog and shall not include entry into a domicile or enclosure which confines a dog, unless it is at the invitation of the owner of the premises.

SECTION 7. Vicious or Dangerous Dogs.

- (a) Running at Large.
 - (i) It shall be unlawful for the owner of a dangerous or vicious dog as defined in Section 2(k) to fail to prevent said dog from going off the premises of the owner unless said dog is under leash control so as to prevent it from injuring any person, animal, or property.
 - (ii) It shall be unlawful for the owner of a vicious dog to allow such dog to chase or attack any person, domestic animal or species of wildlife.
 - (iii) Provocation by a person or attack (actual or threatened) by a domestic or wild animal shall be an affirmative defense to such an offense if the actions of any person or animal provoke the dog to such an extent that a dog of normal temperament would react viciously.
- (b) On the Owner's Premises.
 - (i) It shall be unlawful for the owner of a dangerous or vicious dog as defined in Section 2(k) to fail to confine said dog on the owner's premises in a secure enclosure which has secure sides and a secure base so as to effectively prevent the dog from escaping by digging or climbing or any other means and which enclosure must be of such material and closed in such a manner that the dog cannot exit the enclosure on its own.
 - (ii) This provision shall not apply to any dog which has been trained by qualified instructors for guard or police purposes.
 - (iii) No provision of this section relieves the owner of a dangerous or vicious dog from the obligation to comply with other provisions of this Resolution nor from the obligation to comply with any rule or regulation concerning building permit requirements or fences.
 - (iv) Nothing herein shall be construed so as to limit the application of C.R.S. § 18-9-204.5 concerning the unlawful ownership of dangerous dogs.

SECTION 8. Miscellaneous Provisions.

- (a) **Removal of Animal Excrement.** No person owning or keeping any dog shall fail to prevent such animal from defecating upon any property other than the premises of the owner or keeper. It shall be unlawful for any owner to allow excessive animal feces to accumulate. The accumulation of feces shall be deemed to be excessive if there is a sufficient quantity to generate odors off the premises of the dog owner or to otherwise generate a health and safety hazard in the opinion of the Moffat County Sheriff or his designated representative.

- (b) **Habitual Offender.** A dog owner who violates any section of this Resolution three (3) or more times in any twelve (12) month period may be subject to special sanctions under Section 11. Time shall be calculated as running from the date of the violation and not from the date the case was disposed of or tried.

SECTION 9. Seizure and Impoundment.

- (a) Any dog found in violation of this Resolution is subject to seizure and impoundment. The Moffat County Sheriff or his designated representative shall apprehend and impound any dog found running at large, any dog required to be vaccinated against rabies which is either not vaccinated or not wearing a current rabies vaccination tag, any dangerous or vicious dog not properly confined, any dog which has bitten a person or is sick or injured or unaltered or abandoned, and any dog being kept or maintained contrary to the provisions of this Resolution.
- (b) When the Moffat County Sheriff or his designated representative has apprehended a dog, he or she may take appropriate action, including returning the dog to its owner, impounding the dog at the Bear Creek Animal Hospital, or issuing a penalty assessment or summons and complaint.
- (c) If the dog is impounded, then the Moffat County Sheriff or his designated representative shall give notice of such impoundment to the owner, if known. If no owner appears to claim the dog within five (5) days of receipt of the notice to the owner, then the dog will be deemed abandoned and will be disposed of by sale, adoption or humane destruction in accordance with local policy. Upon good cause shown, the Moffat County Sheriff or his designated representative may cause a dog to be impounded for more than five (5) days.
- (d) Before a dog can be released from the impoundment facility, the owner or prospective owner must show proof of a valid rabies inoculation or make specific arrangements with the Moffat County Sheriff or his designated representative who will verify rabies inoculation after release. The owner must pay the costs of impoundment, including any veterinarian costs and expenses incurred by the Moffat County Sheriff's Office. The quarantine provisions for a dog which has bitten a person so as to cause an abrasion or break of the skin and which have no verification of a valid rabies inoculation are set forth in Section 4.
- (e) Impoundment fees are as follows:
 - (i) Altered Animal (Spayed/Neutered): First offense: \$10.00; Second offense: \$20.00; and
 - (ii) Unaltered Animal: First offense: \$25.00; Second offense: \$50.00.

- (f) The Moffat County Board of County Commissioners, the Moffat County Sheriff's Office, agents, or employees or any other person authorized to enforce the provisions of this Resolution shall not be held responsible for any accident or subsequent disease or illness that may occur to the animal in connection with the administration of this Resolution.

SECTION 10. Enforcement.

The term "Moffat County Sheriff or his designated representative" includes any employee of Moffat County who is authorized to engage in animal control, including all Sheriff's deputies. Pursuant to C.R.S. § 30-15-105, as amended, any Moffat County Employee engaged in animal control, however titled or administratively assigned, may issue citations or summonses and complaints enforcing this Resolution on behalf of the Moffat County Sheriff's Office and shall be included in the definition of a "peace officer" under C.R.S. § 18-3-201 (2), as amended, as it pertains to assaults upon peace officers. It shall be unlawful for any person to interfere with, hinder, or prevent the Moffat County Sheriff or his authorized representatives in the discharge of their duties as herein prescribed.

SECTION 11. Penalties. The following penalties shall apply to this Resolution:

- (a) Any violation of this Resolution **not** involving bodily injury to any person shall be a petty offense as provided for in C.R.S. § 30-15-102(1), punishable by a fine of not more than three hundred (\$300.00) dollars or imprisonment in the county jail for not more than ten (10) days, or by both such fine and imprisonment for each separate offense.
- (i) Pursuant to C.R.S. § 30-15-102(3), whenever the Moffat County Sheriff or his designated representative has probable cause to believe that a violation of this Resolution has occurred, he or she may issue a penalty assessment or summons and complaint to the violator stating the nature of the violation with sufficient particularity to provide notice to the violator. In the discretion of the Moffat County Sheriff or his designated representative, for third and subsequent violations, the summons and complaint procedure may be used instead of the penalty assessment procedure.
- (ii) The Moffat County Sheriff or his designated representative may use the penalty assessment procedure described under C.R.S. § 16-2-201(1) for those violations referenced in Section 12(a)(iii), below. The statute permits the Moffat County Sheriff or his designated representative to give a person arrested for a petty offense a penalty assessment notice and release the person upon its terms, or take the person before a county court judge. The penalty assessment notice shall contain the identification of the violator, the specification of the violation (including location of the violation), the applicable fine, and the amount of pending fines on the violator's prior offenses, if any.
- (iii) The penalty assessment procedure shall incorporate the schedule of fines attached hereto at Appendix A.

- (b) Pursuant to C.R.S. § 30-15-102(3), whenever the Moffat County Sheriff or his designated representative has probable cause to believe that any violation of this Resolution involving bodily injury has been committed, he or she may issue a penalty assessment or summons and complaint to the violator stating the nature of the violation with sufficient particularity to provide notice to the violator.
- (c) Any violation of this Resolution **involving** bodily injury to any person shall be a class 2 misdemeanor as provided in C.R.S. § 30-15-102(2) and C.R.S. § 18-1.3-501(1), punishable by a maximum sentence of imprisonment for one hundred twenty (120) days, not more than a seven hundred fifty dollars (\$750.00) fine, or both, for each separate offense.
- (d) In recognition of the serious nature of violations involving bodily injury to persons and habitual offenders, and in the interest of protecting and promoting public safety, the Moffat County Sheriff's Office and/or the District Attorney's Office has the authority to recommend to the court that a special sanction be imposed against a dog owner convicted of one or more offenses under this Resolution. The recommendation for a special sanction may be presented to the court as a proposed condition of sentencing upon conviction, which may be in lieu of or in addition to the specified fine, at the discretion of the court. The court may take into consideration the severity of the incident and the prior history of the dog and the dog owner when fashioning a sentence. The following is a non-exclusive list of potential sanctions which the court may order to be completed within a specified time:
 - (i) Construct a secure enclosure for the dog, as defined in Section 7(b)(i) or to the specifications of the Moffat County Sheriff or his designated representative, or confine the dog to the house or existing secure enclosure;
 - (ii) Require signage on the owner's property warning of the presence of a dangerous or vicious dog;
 - (iii) Spay or neuter the dog;
 - (iv) Attend and successfully complete dog obedience training;
 - (v) Perform community service work at an animal sheltering facility;
 - (vi) Require use of a short (2') hand-held leash and/or muzzle if the dog is taken off the owner's premises; or
 - (vii) Humanely euthanize the animal.

The Moffat County Sheriff or his designated representative will be responsible for conducting follow-up visits with the dog owner to ensure compliance with court-ordered sanctions and will report back to the court in a timely manner.

SECTION 12. Fines; Fees; and Surcharges and Proceeds.

All license fees, penalty assessments, fines, impoundment fees, proceeds from sales, or other moneys collected pursuant to this Resolution shall be paid into the Moffat County Treasury. No fine or penalty or assessment levied by the court for any violation of this Resolution shall be suspended by the court. Any person who pleads guilty to or is convicted of any violation of this Resolution shall pay an additional surcharge of eight dollars (\$8.00) for the victims and witnesses assistance and law enforcement fund pursuant to C.R.S. § 16.2.3-102 (1)(b)(III) and C.R.S. § 24-4.2-104(1)(b)(III) and an additional surcharge of two dollars and fifty cents (\$2.50) for the offender identification fund pursuant to C.R.S. § 16.2.3-102 (1)(b)(III) and C.R.S. § 24-33.5-415.6 (11).

SECTION 13. Severability Clause.

If any provision of this Resolution or the application thereof to any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provisions or applications and, to this end, the provisions of this Resolution are declared to be severable.

SECTION 14. Liability Clause.

The Board of County Commissioners of Moffat County, the Moffat County Sheriff's Office, agents or employees or any other person authorized to enforce the provisions of this Resolution shall not be responsible for any accident or subsequent disease or illness that may occur to an animal in connection with the administration of this Resolution.

SECTION 15. Safety Clause.

The Board of County Commissioners hereby finds, determines and declares that this Resolution is necessary for the immediate preservation of the public health, safety, and welfare.

SECTION 16. Other Remedies.

Nothing in this Resolution is intended to limit or prohibit the application of, or charges and prosecution under C.R.S. Titles 18, 33, 35, or other provisions of state law in appropriate cases.

SECTION 17. Effective Date.

The Board of County Commissioners hereby finds, determines and declares that this Resolution shall take effect on the 28th day of February, 2024. Until that time, any previous resolutions or ordinances concerning animal control shall remain in effect.

SECTION 18. Revocation of Previous Resolutions.

By adoption of this Resolution, any and all Moffat County Animal Control regulations, including any portions of resolutions in conflict herewith are hereby revoked, rescinded, and repealed as of the effective date of this Resolution.

Upon motion duly made, seconded and adopted this 27 day of February, 2024, effective on the 28th day of February, 2024.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Tony Bohrer, Chairman

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT)

I, Erin Miller, Deputy County Clerk and Ex-Officio to the Board of County 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 official seal of said County this _____ day of February, 2024.

Erin Miller, Deputy Clerk and Ex-Officio to the County
Commissioners, Moffat County, Colorado

APPENDIX A TO RESOLUTION NO. 2024-30

Failure to Vaccinate or Failure to Wear Rabies Tag

1st Offense: Fine of \$50.00 on a penalty assessment ticket.

2nd Offense & subsequent offenses of any of the offenses within a 12-month period, a court appearance & a fine of not less than \$100.00.

Failure to License Dog

1st Offense: Fine of \$50.00 on a penalty assessment ticket.

2nd Offense & subsequent offenses of any of the offenses within a 12-month period, a court appearance & a fine of not less than \$100.00.

Barking Dog

1st Offense: Fine of \$50.00 on a penalty assessment ticket.

2nd Offense & subsequent offenses of any of the offenses within a 12-month period, a court appearance & a fine of not less than \$100.00.

Dog at Large

1st Offense: Fine of \$50.00 on a penalty assessment ticket.

2nd Offense & subsequent offenses of any of the offenses within a 12-month period, a court appearance & a fine of not less than \$100.00.

Vicious or Dangerous Dog at Large or Not Properly Confined

1st Offense: Court appearance and a fine of not less than (\$75.00).

2nd & subsequent offenses: court appearance & a fine of not less than \$150.00.

Unneutered or Unspayed Dog at Large¹

Unneutered: First Offense \$25.00; Second Offense \$50.00

Neutered: First Offense: \$10.00; Second Offense: \$20.00

Cruelty to Animals

First Offense: \$100.00; *Second Offense:* \$300.00; & *Subsequent Offenses* and Maximum Penalty \$1,000.00

Failure to Remove Excrement

1st Offense: Fine of \$50.00 on a penalty assessment ticket.

2nd Offense & subsequent offenses of any of the offenses within a 12-month period, a court appearance & a fine of not less than \$100.00.

Impoundment Fees:

Altered Animal (Spayed/Neutered): *First offense:* \$10.00; *Second offense:* \$20.00;

Unaltered Animal: *First offense:* \$25.00; *Second offense:* \$50.00.

¹ *These fees are collected by Bear Creek Animal Hospital directly from the owner of the animal and not payable to Moffat County.



MOFFAT COUNTY ROAD DEPARTMENT

2/27/2024

2024 Mag Chloride Bid Recommendation

Bid Results

GMCO , Rifle Colorado

\$1.00 per gallon

Desert Mountain Corporation, Durango Colorado \$1.09 per gallon

We received two bids for our mag chloride project. Our budget is \$500,000 for 2024.

GMCO out of Rifle bid \$1.00 per gallon. This will necessitate reducing our total Mag Chloride application by 64,972 gallons compared to last year. In the last several years we have had to narrow up the width of application from 22 feet to 18 feet wide and we have also lowered the concentration from .5 gallons per square yard to as low as .3 gallons per square yard on some roads. Any further reduction in width or concentration would negate the effectiveness of the mag.

We are proposing to eliminate County Road 7 from our Mag program this year, which will save 75,985 gallons of mag. We will use some of the 11,000 gallons left to address a few small problem areas.

I recommend awarding the 2024 Mag Chloride bid to GMCO for \$1.00 per gallon.

Thank you,

Dan Miller

Director, Moffat County Road Department



MOFFAT COUNTY ROAD DEPARTMENT

Moffat County Road & Bridge Department 2024 Belly Dump Bids

Company/Location	Trailer Brand	Final Bid Amount
Wagner Hayden, CO	Trail King	\$219,173.88
TRANSWEST Grand Junction, CO	Amorlite	\$232,060.00
Missouri Great Dane Benton, MO	Great Dane	\$245,600.00
Utility Trailer Sales of Colorado Henderson, CO	Ranco	\$268,960.00
TRANSWEST Grand Junction, CO	Trail King	\$284,493.20
Western Truck & Trailer Sales Salt Lake City, UT	Ranco	\$287,080.00

Above are the results of an invitation to bid on four (4) Bottom Dump trailers to be purchased by Moffat County in 2024. Road and Bridge recommends to the Board that they award the purchase to Wagner CAT of Hayden, CO. The budgeted amount for this trailer purchase is \$260,000.00. The total purchase price quoted from Wagner Cat is \$219,173.88 which is \$40,826.12 less than the amount budgeted for this equipment purchase.

RESOLUTION 2024 - 33

RESOLUTION AUTHORIZING VICE-CHAIR OF BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY TO ACT ON BEHALF OF SAID BOARD IN NEGOTIATIONS RELATED TO THE TRI-STATE ELECTRIC RESOURCE PLAN HEARINGS AT THE PUBLIC UTILITIES COMMISSION, INCLUDING AUTHORIZATION TO SIGN CONTRACTS RELATED TO SUCH HEARINGS

WHEREAS, C.R.S. § 30-11-103 states that the powers of a county as a body politic and corporate shall be exercised by a board of county commissioners therefor; and

WHEREAS, the Moffat County Board of County Commissioners is empowered by C.R.S. § 30-11-107(1)(aa), as amended, to establish policies and procedures in regard to entering into contracts binding on the county, and to delegate its power to enter into such contracts pursuant to such policies and procedures, where amounts specified in such policies and procedures and where such contracts otherwise comply with limits and requirements set forth in such policies and procedures; and

WHEREAS, the Moffat County Board of County Commissioners is empowered by C.R.S. § 30-11-107(1)(e), as amended, to represent the County and have the care of the County property and the management of the business and concerns of the County in all cases where no other provisions are made by law; and

WHEREAS, the Moffat County Board of County Commissioners regularly meets and makes decisions concerning various matters concerning Moffat County and enters into agreements and contracts, passes resolutions, and, when it is in the best interest of the County, authorizes one of the County Commissioners to act on their behalf; and

WHEREAS, the Moffat County Board of County Commissioners and the Craig City Council have entered into a Memorandum of Understanding regarding Legal Services to Support Moffat County and City of Craig Participation in 2023 Electric Resource Plan Procedure at Colorado Public Utilities Commission (PUC). Tri-State filed its Electric Resource Plan (ERP) with the PUC on December 1, 2023, and the County Commissioners and Craig City Council have hired attorneys who understand the PUC's process and rules to litigate issues on their behalf as intervenors in the ERP process at the PUC to ensure their perspectives on relevant issues are heard; and

WHEREAS, the Moffat County Board of County Commissioners desires to authorize its Vice-Chair, Melody Villard, to represent the Board of County Commissioners and to act on behalf of said Board in negotiations related to the Tri-State ERP process and the hearings at the Public Utilities Commission and to sign any documents required for the ERP process. This authorization permits the delegation of authority to the Vice Chair so that action can be taken promptly and as needed for the PUC process. This authorization includes the authorization for the Vice Chair to sign contracts up to \$25,000.00, including contracts with expert witnesses, on behalf of the Board when such contracts relate to the ERP Process and hearings at the Public Utilities Commission.

NOW THEREFORE, BE IT RESOLVED, that the Moffat County Board of County Commissioners hereby authorizes Melody Villard, the current Vice Chair of the Board of County Commissioners, to have the authority to act on behalf of the Board of County Commissioners in

negotiations related to the Tri-State Electric Resource Plan hearings, and to sign any and all contracts on behalf of Moffat County which are related to these ERP hearing, provided such contracts do not exceed \$25,000.00. The Vice-Chair is authorized to act on behalf of the entire Board as stated herein.

PASSED and APPROVED this 27th day of February, 2024.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Tony Bohrer, Chair of the Board

Melody Villard, Vice Chair of the Board

Donald Broom, Commissioner

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT)

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

Witness, my hand and seal of said County this 27th day of February, 2024.

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

February 14, 2024

Mrs. Candace Miller
Moffat County and City of Craig
1198 W. Victory Way #107
Craig, CO 81625

RE: Award Recommendation Letter
Schedule I – Pavement Maintenance - Main Apron
Schedule II – Pavement Maintenance - Hangar Apron
Craig-Moffat County Airport – Craig, CO
Armstrong No. 236898

Dear Mrs. Miller:

Bids were received for the above noted project on December 12, 2023. Three (3) bid(s) were received and are shown in the attached bid tabulation.

The bids were reviewed for math errors, bid bonds and other items of responsiveness. One (1) bid, from United Companies, appears to be responsive. The unresponsive bid, from Kilgore Companies dba Elam Construction, included mobilization greater than the maximum 10 percent on two of the three schedules. In addition, United Companies was the lowest bidder for Schedules I and II, which included FAA funding. A general review of each bid is summarized below:

CONTRACTOR	5% Bid Bond Included	Required Proposal Sheets Included	Addenda Acknowledged	Listed on Federal Disbarred Contractors List ¹
C. R. Contracting, LLC	Yes	Yes	Yes	No
Hi-Lite Airfield Services, LLC	Yes	Yes	Yes	No
Straight Stripe Painting, Inc.	Yes	Yes	Yes	No

¹ Based on information from the Federal System for Award Management website, accessed on December 13, 2023.

A great deal of effort was put forth to attract bidders to this project. A total of two (2) potential bidders were sent the Invitation for Bids, and a total of six (6) sets of plans and specifications were sent out to potential bidders, plan rooms, and suppliers. The advertisement for bids for the project was published for two (2) consecutive weeks prior to the bid opening. A pre-bid conference was held onsite to answer questions and show the project to potential bidders.

Our recommendation is to award Schedule I and II, to C. R. Contracting, LLC for a total contract amount of \$72,968.00.

The following budget needs to be developed consisting of:

Schedule I: Pavement Maintenance – Main Apron

Schedule II: Pavement Maintenance – Hangar Apron

DESCRIPTION	AMOUNT
Construction	
Schedule I	\$ 66,517.00
Schedule II	\$ 6,451.00
Construction Total	\$ 72,968.00
Engineering	
Construction Engineering	\$ 29,360.00
Engineering Total	\$ 29,360.00
Administration	
Admin Expenses (Estimated)	\$ 115.00
Total Project Cost	\$ 102,443.00

We will send the Notice of Award for signature once approval is received from the City of Craig and Moffat County.

If you have any questions regarding this matter, please contact our office. We look forward to getting this project completed.

Sincerely,
ARMSTRONG CONSULTANTS, INC.



Heather Thom, P.E.
Airport Project Manager

HAT:jc

Enclosures: Bid Tabulation



**ADDENDUM 1
TASK ORDER C
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED _____, 2024**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into **Task Order C** made on September 26, 2023, 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 – *Pavement Maintenance (Main Apron) [Design, Bid & Const]*

Element 2 – *Pavement Maintenance (Hangar Apron) [Const]*

4. **FEES** - The fees will be as noted below. (All lump sums unless noted otherwise)

Original Task Order C Total	\$41,270.00
-----------------------------	-------------

Addendum 1

Element 1 and 2 – Design

Preliminary Design	\$5,600.00
--------------------	------------

Final Design	\$3,070.00
--------------	------------

Element 1 and 2 – Bidding Services	\$3,480.00
------------------------------------	------------

Element 1 – Construction Period Services

Construction Administration Services	\$3,840.00
--------------------------------------	------------

Construction Inspection Services	\$7,560.00
----------------------------------	------------

Element 2 – Construction Period Services

Construction Administration Services	\$0.00
--------------------------------------	--------

Construction Inspection Services	\$1,530.00
----------------------------------	------------

Elements 1 and 2 – Project Closeout	\$1,130.00
-------------------------------------	------------

Addendum 1 Total	\$29,360.00
------------------	-------------

Revised Task Order C Total	\$29,360.00
----------------------------	-------------

5. **ATTACHMENTS** - Required Contract Provisions for A/E Contracts Under Airport Improvement Program.

SPONSOR:
MOFFAT COUNTY, COLORADO

Tony Bohrer, Chairman BOCC

ATTESTED BY:
MOFFAT COUNTY, COLORADO

Stacy Morgan, County Clerk

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

Erik Vliek, Business/Operations Manager

SPONSOR:
CITY OF CRAIG, COLORADO

Chris Nichols, Mayor

ATTESTED BY:
CITY OF CRAIG, COLORADO

Liz White, City Clerk



GREATER SANDHILL CRANE WEEK 2024 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, 2024, 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 Broom, County Commissioner
District 3