

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

221 W Victory Way, Suite 130 Craig, Colorado 81625

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

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, February 28, 2023

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Minutes:

- a) February 14 (pgs 3-7)

Resolutions:

- b) 2023-25: Voided Warrant (pg 8)
- c) 2023-26: Resolution Correction (pg 9)
- d) 2023-27: Payment Cards (pg 10)
- e) 2023-28: Resolution for Transfer of Payment of Warrants for December 2022 (pg 11)
- f) 2023-29: Payment of Warrants for the month of February (pg 12)
- g) 2023-30: Payroll Warrant (pg 13)
- h) 2023-31: Regulations relating to Moffat County Open Records Act ("CORA") requests (pgs 14-20)
- i) 2023-32: Amendment to Fee Schedule (pgs 21-36)
- j) 2023-33: Authorizing Conveyance of County-Owned Parcel to City of Craig for Public Purpose and Use (pgs 37 & 38)

Contracts & Reports:

- k) Core Services Program - Substance Abuse Treatment Services contract w/Reflect, Resolve, Recover, LLC (pgs 39-43)
- l) Core Services Program - Mental Health Services contract w/Psyche, Soma & Soul Therapy (pgs 44-48)
- m) Fire Alarm Test & Inspection agreement w/Commercial Specialists, Inc. (pgs 49-54)
- n) 2nd Amendment to Master Subscription and Services agreement w/BINTI (pg 55& 56)
- o) Treasurer's Reports (pg 57)
- p) Special Warranty Deed for old Memorial Regional Health property (8th & Russell) (pgs 58-60)

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:



11:25 AM 2/27/2023

Staff Reports:

- 1) Road & Bridge Department – Dan Miller
Bid Recommendations: (pgs 61-63)
 - Mag Chloride
 - Cattle Guard Iron
 - Asphalt
- 2) Office of Development Services – Roy Tipton
Bid Recommendation: (pgs 64-67)
 - Herbicides
 - Pesticides
- 3) Department of Human Services – Kristin Grajeda &
Human Resources Department – Rachel Bower
 - Personnel Requisition

Adjournment

The next scheduled BOCC meeting will be Tuesday, March 14, 2023 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/wXXUDf-REsQ?feature=share>

OR

<https://www.youtube.com/channel/UCOd8avRo294jia2irOdSXzQ>

**** 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



11:25 AM 2/27/2023

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

February 14, 2023

In attendance: Tony Bohrer, Chair; Donald Broom, Board Member; Melody Villard, Board Member; Erin Miller, Deputy Clerk & Recorder; Roy Tipton; Rebecca Tyree; Carol Haskins; Allison Adair; Dan Haskins; Tom Kleinschnitz; B. Morgan; Candace Miller; Staci Nichols; Deena Armstrong; Randy Armstrong; Glenda Bellio; Bill Booker; John Williams; Lennie Gillam; Todd Wheeler; Jeff Comstock; Erin Gelling

**Call to Order
Pledge of Allegiance**

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

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

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

- a) January 24; February 8 – Special Meeting

Resolutions:

- b) 2023-16: Transfer of Intergovernment Funds for the month of December 2022
- c) 2023-17 & 23: Resolution for Payment of Payroll Warrants
- d) 2023-18: Correction to Resolution 2023-15
- e) 2023-19: Voided Warrants for the month of February 2023
- f) 2023-21: Accounts Payable
- g) 2023-22: Accounts Payable

Contracts & Reports:

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

Ratify:

- o) CPW Impact Assistance grant application
- p) Greater Sage Grouse Resource Management Plan
- q) Department of Public Health Fentanyl Test Strip bulk fund grant application

Bohrer made a motion to approve the consent agenda items A-Q. Villard seconded the motion. Motion carried 3-0.

Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noted on this agenda

Public Comment/General Discussion:

Glenda Bellio, John Williams, Allison Adair, Randy Armstrong, & Bill Morgan voiced their opinions about private property rights in the County.

Dan Haskins expressed concerns about the \$10,000 Department of Public Health Gun Safety grant application that was on the Consent Agenda. He feels like it's the "left-hand" agenda aiming for gun control and needs to be scrutinized.

Allison Adair wondered if it would be possible to have minutes from workshops and/or any public meetings?

Kacey Green wanted to thank Commissioner Broom for all of his work on the Wolf Reintroduction Plan. She feels that it has become much more amicable for agriculture and land owners in our part of the state.

Board of County Commissioners

Commissioner Villard has been selected to participate in the BRECC (Building Resilient Economies in Coal Communities) initiative. This group will travel around to other coal impacted communities to see how they have handled the transition.

Commissioner Bohrer read the list of letters of interest for open board seats from the following individuals:

Kearn Gerber – Fair Board (to fill the seat vacated by Ian Duzik)
 Chuck Grobe – Alternate for the Hamilton Community Center Board
 Nannette Rosenbaum – Alternate for MCTA
 Janalee Adams – Planning & Zoning Commission

Broom moved to approve the board appointments as read. Villard seconded the motion. Motion carried 3-0.

Staff Reports:

Office of Development Services – Roy Tipton

- New Courthouse project monthly progress report (see attached)
 Contract timeline is through February 25; contract is 95.82% complete.

Tipton showed a power point of slides of progress on the project and discussed:

- Punch list walk throughs begin February 15 & 16
- Exterior work will stop once ADA compliance is reached - until spring
- Floor covering almost is almost complete; 400 sf of ceramic tile left
- Temporary Certificate of Occupancy will be available by the end of the month
- Project closeout
- Moving timeline: Because we are doing all moving in-house, the Maintenance Department will begin moving non-essential furniture and fixtures beginning in March. County administration offices will be closed to the public April 10-15 for the remainder of the move. The Clerk & Recorder, Treasurer and Assessors offices will all be closed to the public that week. All employees will work a regular work week to assist with the move. Since we are moving all of the existing internet servers,

beginning Monday, April 10, there will be no phones, voicemail, or email throughout the week. The new courthouse will be open to the public April 17.

The 14th Judicial District offices will remain open April 10-13; they will be closed to the public April 14-18 to complete their part of the move. They will reopen to the public April 19.

- Pay Applications: (see attached)

- BHI Pay Application #15 in the amount of \$662,844.06

Villard moved to approve the BHI Pay Application #15 in the amount of \$662,844.06. Broom seconded the motion. Motion carried 3-0.

- Treanor HL Pay Application #14 in the amount of \$2,119.00

Villard moved to approve the Treanor HL Pay Application #14 in the amount of \$2,119.00. Broom seconded the motion. Motion carried 3-0.

- NWCC invoice in the amount of \$934.40

Villard moved to approve the NWCC invoice in the amount of \$934.40. Broom seconded the motion. Motion carried 3-0.

- Workplace Resource #2 Pay Application in the amount of \$102,264.36

Villard moved to approve the Workplace Resource #2 Pay Application in the amount of \$102,264.36. Broom seconded the motion. Motion carried 3-0.

Total expenses through January are \$19,804,170.25 and total contracts are \$21,725,675.68.

Office of Development Services – Candace Miller

- Bid recommendation: (see attached)

- Airport gate replacement

- Facilities mower

Commissioner Bohrer excused himself from participating in this part of the agenda, as his company was a bidder for the Airport gate replacement.

Miller presented the only bid they received on this project from Ivory Tip Fencing for replacement of the electronic security gate at the airport for \$46,992.38. The funding for this replacement gate is coming from ARPA dollars.

Broom moved to approve the bid from Ivory Tip Fencing for replacement of the Airport electronic security gate for \$46,992.38. Villard seconded the motion. Motion carried 2-0.

Two bids were received for a new Facilities Department mower:

- Severson Supply: \$15,251.76

- Colorado Golf & Turf: \$18,713.89

Colorado Golf & Turf submitted pricing and specs for two different models; the second was a 2020 model, because that did not match the bid specs, it was not included on the bid tabulation sheet. After reviewing the specs on both units and taking into consideration the local availability of parts and repair, Miller recommended going with the bid from Severson Supply.

Broom moved to approve the bid for a new Facilities Department mower from Severson Supply for \$15,251.76. Villard seconded the motion. Motion carried 2-0.

Office of Emergency Management – Todd Wheeler

Resolution 2023-20: Adoption of Moffat County Courthouse Emergency Evacuation Plan
(see attached)

Wheeler presented the Moffat County Courthouse Emergency Evacuation Plan that the County needs to have in place in order to move into the new building.

Broom moved to adopt **Resolution 2023-20** as presented. Villard seconded the motion. Motion carried 3-0.

Natural Resources Department – Jeff Comstock

Adopt Colorado Wolf Introduction Plan comments (see attached)

After a lot of work by the stakeholder advisory group, there are several points in the plan that work in favor of western Colorado. Three key points in Moffat County's comments are: 10j Rule; Compensation Ratios; Compensation on all land ownership.

Commissioner Broom, who sat on the stakeholder advisory group, stated that he felt that CPW listened to what the SAG group had to say, but the Wildlife Commission, who is appointed by the governor, still need convincing by testimony from citizens.

Bohrer reminded everyone that might want to send in a comment letter, that they are due in by February 22.

Broom moved to adopt the Moffat County Wolf Introduction Plan comments. Villard seconded the motion. Motion carried 3-0.

Presentation:

Colorado Crane Conservation Coalition – Erin Gelling

Proclamation for Greater Sandhill Crane Week - March 1-8 (see attached)

Gelling, the Executive Director of the Colorado Crane Conservation Coalition, came before the commissioners to present a proclamation for Greater Sandhill Crane Week, March 1-8. There will be several activities associated with that week.

Villard moved to proclaim the week of March 1-8, 2023 Greater Sandhill Crane Week in Moffat County. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:26 am

The next scheduled Board of County Commissioners meeting is Tuesday, February 28, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

<https://www.youtube.com/channel/UCOd8avRo294jia2irOdSXzQ>

RESOLUTION 2023-25
VOIDED WARRANTS RESOLUTION
FOR THE MONTH OF FEBRUARY

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

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

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

2/28/2023

TO: WARRANT FUND	10-0000-2003	\$ 454.66	dr
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VOID FUND	WARRANT #	DATE	VENDOR NAME		
GENERAL	435571	2/14/2023	MJK Sales & Feed Wrong Vendor	\$	362.65
JAIL	435571	2/14/2023	MJK Sales & Feed Wrong Vendor	\$	51.50
LIBRARY	435571	2/14/2023	MJK Sales & Feed Wrong Vendor	\$	40.51

FROM: WARRANT FUND	10-0000-1001	\$ 454.66	cr
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Adopted this 28th day of February, 2023

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

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

WITNESS my hand and seal this 28th day of February, A.D. 2023

County Clerk & Ex-officio

RESOLUTION 2023-26
RESOLUTION CORRECTIONS
2/28/2023

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

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

To correct: Resolution 2023-19

2/14/2023

FROM:(FUND)(CR)	AMOUNT	TO:(FUND)(DB)	
GENERAL	\$ 14,221.70	EMERGENCY 911	\$ 14,221.70
	<u>\$ 14,221.70</u>		<u>\$ 14,221.70</u>

Adopted this 28th day of February, A.D. 2023

Chairman

STATE OF COLORADO

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 28th day of February, A.D. 2023

County Clerk & Ex-officio

RESOLUTION 2023-27
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF FEBRUARY 2023

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

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

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

FROM FUND:	Check Date:	2/28/2023		
General	110	\$22,093.08	CR	0010.7000
Road & Bridge	200	\$4,019.52	CR	0020.7000
Landfill	240		CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	\$3,981.97	CR	0350.7000
Capital Projects	510	\$31,979.83	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	\$1,886.00	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	\$1,781.06	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	\$909.16	CR	0166.7000
Mo Co Tourism Assoc	219	\$3,843.03	CR	0320.7000
PSC - JAIL	210	\$2,586.14	CR	0072.7000
Human Sevices	220	\$3,287.71	CR	0030.7100
Public Health	250	\$14,296.00	CR	0065.7000
Sunset Meadows I	910	\$1,206.71	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	\$1,109.70	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	\$1,022.44	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		\$94,002.35	DR	

Adopted this 28th day of February, 2023

Chairman

RESOLUTION 2023-28
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF DECEMBER 2022

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

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

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

FROM FUND:	Check Date:	2/28/2023		
General	110	<u>\$2,857.45</u>	CR	0010.7000
Road & Bridge	200		CR	0020.7000
Landfill	240	<u>\$1,404.38</u>	CR	0070.7000
Airport	260	<u>\$300.00</u>	CR	0120.7000
Emergency 911	270		CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212		CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215		CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219		CR	0320.7000
PSC - JAIL	210	<u>\$2,275.00</u>	CR	0072.7000
Human Services	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		CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund Warrant		<u>\$6,836.83</u>	DR	

Adopted this 28th day of February, 2023

RESOLUTION 2023-29
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF FEBRUARY 2022

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

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

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

FROM FUND:	Check Date:	2/28/2023		
General	110	<u>\$85,193.48</u>	CR	0010.7000
Road & Bridge	200	<u>\$132,099.95</u>	CR	0020.7000
Landfill	240	<u>\$4,354.60</u>	CR	0070.7000
Airport	260	<u>\$3,534.03</u>	CR	0120.7000
Emergency 911	270	<u>\$4,282.12</u>	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$5,702.72</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720	<u>\$83,757.48</u>	CR	0080.7000
Senior Citizens	215		CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$17,000.00</u>	CR	0320.7000
PSC - JAIL	210	<u>\$20,333.49</u>	CR	0072.7000
Human Seviles	220	<u>\$7,365.11</u>	CR	0030.7100
Public Health	250	<u>\$10,096.65</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$6,635.43</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$2,103.49</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275		CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231	<u>\$11,232.00</u>	CR	0050.7000
To Fund				
Warrant		<u>\$393,690.55</u>	DR	

Adopted this 28th day of February, 2023

RESOLUTION 2023-30				
PAYMENT OF PAYROLL WARRANTS				
Payroll Ending 2/18/23				
WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:				
AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:				
NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:				
Pay Date 03/03/23 Payroll				
FROM FUND:				
General	0010.7000	\$236,939.86	cr	
Road & Bridge	0020.7000	\$172,892.58	cr	
Landfill	0070.7000	\$14,783.62	cr	
Airport	0120.7000	\$676.26	cr	
Library	0130.7001	\$11,315.32	cr	
Maybell WWTF	0280.7000	\$0.00	cr	
Health & Welfare	0080.7000	\$0.00	cr	
Senior Citizens	0170.7000	\$7,653.33	cr	
Mo Co Tourism	0320.7000	\$3,183.89	cr	
PSC Jail	0072.7000	\$68,980.88	cr	
Human Services	0030.7100	\$55,647.82	cr	
Public Health	0065.7000	\$14,253.15	cr	
SM I	0168.7000	\$3,631.72	cr	
SM II	0169.7000	\$4,267.19	cr	
TO FUND:				
Warrant	0100.1000	\$594,225.62	dr	
Adopted this 28th day of February, A.D. 2023				
Chairman				
STATE OF COLORADO)			
)ss.			
COUNTY OF MOFFAT)			
I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of 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 28th day of February, A.D. 2023.				
County Clerk & Ex-officio				

RESOLUTION NO. 2023 - 31
(Rescinding Moffat County Resolutions 2007-70 & 2018-106)

**REGULATIONS RELATING TO MOFFAT COUNTY, COLORADO
OPEN RECORDS ACT (“CORA”) REQUESTS**

WHEREAS, Moffat County is a governmental entity which is required to comply with the Colorado Open Records Act (“CORA”), § 24-72-201 *et seq.*;

WHEREAS, § 24-72-203(1)(a), C.R.S., authorizes the adoption of rules that are reasonably necessary for the protection of such records and the prevention of unnecessary interference with the regular discharge of the duties of the custodian or the custodian's office; and

WHEREAS, Moffat County receives a significant number of requests pursuant to CORA, leading to hours of time spent by Moffat County employees who research and retrieve public documents; and

WHEREAS, , § 24-72-205(6)(b), C.R.S. provides that the maximum hourly fee for the research and retrieval of public records may be adjusted for inflation. Effective on July 1, 2019, the maximum hourly rate was increased to \$33.58 per hour after the first hour expended in connection with the research and retrieval of public records; and

WHEREAS, it is appropriate and necessary for Moffat County Resolution No. 2007-70 and Moffat County Resolution No. 2018-106 to be rescinded with the adoption of this Resolution; and

WHEREAS, the Board of County Commissioners has determined it is appropriate to adopt a written policy that specifies the applicable conditions concerning the research and retrieval of public records and sets forth rules for the uniformity and protection of Open Records requests as shown on **Exhibit “A”** attached hereto.

NOW, THEREFORE, BE IT RESOLVED:

Moffat County Resolution No. 2007-70 and Moffat County Resolution 2018-106 are hereby rescinded. The Moffat County Open Records Rules are adopted as set forth on **Exhibit “A”** attached hereto and incorporated herein by this reference. Nothing contained in such rules shall be deemed to modify or otherwise impose additional requirements upon the custodian of records than is required by C.R.S. § 24-72-201, *et seq.* (Colorado Open Records Act).

If any rule in **Exhibit “A”** is interpreted to require any additional efforts by the custodian or additional rights to a requesting party, such rule is stricken.

EXHIBIT "A"

MOFFAT COUNTY RELEASE OF PUBLIC RECORD RULES

I. PROCEDURE.

A. Pursuant to the Colorado Open Records Act ("CORA"), § 24-72-201, *et seq.* and Resolution 2023-31, the County has determined that an official request form be used by members of the public who request public records. This promotes the efficient handling of public records requests. The Public Records Request Form (*Attachment 1*) should be used by all parties making an open records request to a County Office or Department. The custodian of records may waive the use of the Public Records Request Form, but any such waiver should be uniform and consistent for all parties in similar circumstances.

B. The paralegal position in the Moffat County Attorney's Office is designated as the official custodian of records for Moffat County. Any requests for records must be forwarded to the Moffat County paralegal.

C. All requests must include enough information so the record(s) being requested can be identified, including a date or date-range. Without sufficient information to search for and identify the records being requested, the request may be deemed incomplete and returned to the requesting party. When possible, the sending and receiving parties to electronic mail should also be listed in the request. Unclear requests for public records may be deemed incomplete and returned to the requesting party as too broad, vague, or otherwise insufficient.

D. The time limitations of the Open Records Act require an immediate response by the department head, elected official, and County Attorney. Under the Open Records Act, the County generally has three (3) working days to respond to a request for information. This time can be extended to seven (7) working days under extenuating circumstances, as specified in the Open Records Act. The County Attorney will consult with the department head or elected official to determine if extenuating circumstances exist.

E. An Open Records request is not deemed "received" for purposes of the response period beginning, until the custodian of record receives a complete request as identified by these rules or related statutes on the Public Request Form if required, as follows:

1. Email is deemed received when the custodian of record opens the email.
2. U.S. Mail is deemed received when the custodian of record breaks the seal.
3. Hand-delivered is deemed received when it is personally received by the custodian of record.
4. No other method of transmission shall constitute a valid Open Records Request.

II. **FEES.**

A. **Copy Costs:** The fee shall be twenty-five cents (\$0.25) per printed page for standard size pages unless the cost of a copy of a record is prescribed by statute, in which case the statutory fee shall apply. Documents excluded from copy costs include agenda materials which have been prepared in advance and which are in support of items scheduled for consideration by the Board of County Commissioners at a future date, records which are normally produced for public information, such as the current year budget document, or brochures on county services, or records sent by email.

B. **Staff Time:** When County employees must expend time to research, redact, retrieve, review, supervise, copy, process or otherwise take time away from their normally assigned duties in response to an Open Records request, such employee's time shall be payable by the requesting party. Such time shall be billed at thirty-three dollars and fifty-eight cents (\$33.58) per hour, unless the elected official or department head has set a lower hourly rate. No staff time shall be billed for the expenditure of time of one (1) hour or less.

C. **Computer/Information Systems:** If a document, record or structured data is maintained on a computer or other information system and is releasable under CORA and these rules, fees for a printed copy shall be replaced by a fee for the actual or incremental costs of complying with the request, including a reasonable portion of the cost associated with building and maintaining the computer/information system.

D. **Deposits:** If a request may be large or require staff time resulting in a possible charge to the requesting party in excess of fifty dollars (\$50.00), the requesting party may be required to submit a deposit for the estimated cost of responding to their request. If a deposit is required, the requesting party will be asked to confirm they acknowledge and desire to have their request processed; and a CORA request shall not be deemed received for purposes of triggering a response under C.R.S. § 24-72-203(3)(b) until the deposit is received.

E. **Fee/Cost Waivers:** Any charges under these rules may be waived or reduced by the elected official or department head, if the requested documents are to be used for a public purpose, including public agency program support, nonprofit activities, journalism, and academic research. Reduction and waivers shall be uniformly applied among persons who are similarly situated.

F. Payment may be made by cash, check or credit card (MasterCard, Visa, and Discover). Checks shall be made out to "Moffat County". All credit card transactions are subject to transaction fees as set by the Moffat County Finance Department.

III. **DELIVERY/INSPECTION OF RECORDS.**

A. If no copies of public records are requested, but rather the individual or organization desires to inspect the public records, the custodian shall set the location where the records may be viewed. In no event shall a requesting party remove documents or add documents to those provided for review. The requesting party shall not bring and shall not use cell phones, cameras, photocopiers, fax machines or any other copy, scanning, photography or reproduction device to

copy public records. Upon completion of the review, the requesting party may mark the pages they wish to have copied with removable adhesive tabs. Copies will be made at a later time, depending upon volume and the requesting party will be notified when the copies are available for pick-up, at which time the requesting party shall pay all required fees.

B. If physical copies of public records are requested, the custodian shall set the location and reasonable time period when the records may be picked up by the requesting party. If fees are due, the requesting party shall pay all such fees prior to the records being released.

C. If printed copies of public records are requested, the requesting party may elect to have the documents sent by U.S. Mail. Likewise, if records are available in electronic format and are stored on a transportable medium, such as CD, DVD, flash drive or similar medium, the requesting party may elect to have the transportable medium sent by U.S. Mail. The requesting party must pay all fees prior to the records being released. Such fees shall also include the cost of postage and the cost of any transportable medium.

IV. **ELECTRONIC/DIGITAL INFORMATION, DATA AND RECORDS.**

A. Public records may be stored in a digital document, record or structured data format.

B. The custodian shall determine what the native format of the record is and whether such format is searchable. The preference is to release data in its native format when such format is searchable.

C. If the native format is not searchable and the requesting party has requested the release of electronic records in a searchable format, the custodian shall provide a copy of the record in a format that is searchable when requested, however such request may be denied if the custodian:

1. Concludes it is not technologically or practically feasible to produce a copy of the requested information in a searchable or structured format, or
2. Producing the data in the requested format would violate the terms of any copyright or release proprietary information, or
3. In order to accommodate the request it would require the purchase of software, hardware or the creation of additional programming or functionality, or
4. It is not technologically feasible to remove information that is required or allowed to be removed, or the custodian would be required to purchase software or create additional programming or functionality to remove the information.

D. If the custodian cannot produce the records in a searchable format as outlined above, the custodian shall produce the records in an alternate format and shall provide a written statement as to why the custodian is unable to produce the records in the requested searchable format.

E. If the native format is searchable, but is a format that is uncommon, industry specific or otherwise unlikely to be used by the general public, the custodian shall notify the requesting party and determine if an alternative format is both possible for the custodian to produce and for the requesting party to use/read. If an alternative searchable format is available without additional cost to the custodian and requires a minimal amount of time to convert into such format, the records shall be released in such alternative format. If the custodian does not receive a response from the requesting party the custodian shall release the records in the native format.

F. Summary: Moffat County uses various types of computer and electronic systems to maintain data and information. If Moffat County can run a standard report on existing systems/programs to generate the requested document/information, and the resulting record does not contain any protected information or such protected information can be redacted/removed, Moffat County will produce a record for the requesting party. If the requesting party wants the resulting record in a searchable format, Moffat County will initially try to provide it in the record's native format if such format is searchable and does not violate another law or requirement. However, if the native format is not searchable and the requesting party wants the electronic record in a searchable format, Moffat County will work with the requesting party to try to identify if there is another format that will work.

Sometimes, the record may be searchable in its native format, but the native format is one that is specific to a proprietary system used by Moffat County or specific industry and as such most people will not be able to use/read the record in its native format. In such a situation, Moffat County will work with the requesting party to identify if there is another format that will work. However, if a requested record cannot be produced using the standard capabilities of the system or program without additional coding or manipulation of the system, the requesting party will be informed there is no responsive document.



REQUEST FOR RECORDS PURSUANT TO THE COLORADO OPEN RECORDS ACT

Date of Request: _____

Time of Request: _____

Name: _____

Phone No. (daytime): (_____) _____

Address: _____

Email Address: _____

Specific Description of the Record Desired: _____

Do you wish to have the documents/information transmitted to you by email: ☐ Yes ☐ No

Signature

Please return completed form to:

**Moffat County Attorney's Office, 221 West Victory Way, Suite 120, Craig, CO 81625 until 4/14/2023
(After 4/14/2023 the address will be: 1198 West Victory Way, Suite 202, Craig, CO 81625)**

OR fax it to: 970-826-3408.

***Pursuant to Resolution # 2023 - 31*

Public: Twenty-five cents per standard page or a fee not to exceed the actual cost of providing a copy, printout or photography of a public record in a format other than a standard page, or the fee established by department, office or board, whichever is less.

STAFF TIME: When County Employees must expend time to research, redact, retrieve, review, supervise, copy, process, or otherwise take time away from their normally assigned duties in response to this Open Records Request, such employee's time shall be payable by the requesting party and billed at \$33.58 per hour, unless the elected official or department head has set a lower hourly rate. No staff time shall be billed for the expenditure of time of one (1) hour or less.

DO NOT write below this line – this section is to be completed by Moffat County.

Date & Time Received: _____

Date & Time Due: _____

Response Date: _____

Response Time: _____

Method of Delivery: _____

Number of Pages: _____

Amount Paid: \$ _____

By: _____

Denial of Request and Basis of Denial: _____

Pursuant to the Colorado Open Records Act, Moffat County normally has three (3) working days to respond to this request. Upon a written finding made within three (3) working days that extenuating circumstances exist, Moffat County may extend the response time to seven (7) working days.

RESOLUTION 2023-32

A RESOLUTION AMENDING RESOLUTION 2010-18 (and subsequent amendments) ESTABLISHING FEES AND RATES

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY, COLORADO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AND PROVIDING FOR THE EFFECTIVE DATE OF ALL FEES.

WHEREAS, the Board of County Commissioners deems it advisable to adopt existing fees set by earlier ordinances and resolutions in one general fee resolution; and

WHEREAS, the Board of County Commissioners has determined that the fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged.

NOW, THEREFORE, BE IT RESOLVED by the Moffat County Board of County Commissioners as follows:

1. That the fees set forth in Exhibit "A" attached hereto and made a part hereof, be in force and effect in all matters relating to fees beginning the 28th day of February 2023.
2. That any resolution or provision thereof which is inconsistent with this Resolution is hereby repealed.

Adopted this 28th day of February, 2023.

Tony Bohrer
Chairman, Board of County Commissioners

State of Colorado)
)§
County of Moffat)

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

Witness my hand and the seal of said County this 28th day of February, 2023.

(Deputy) Clerk and Ex-officio to
County Commissioners, Moffat County
State of Colorado

**MOFFAT COUNTY
FEE SCHEDULE**

RESOLUTION NO. 2023-32

EXHIBIT “A”

AMENDED: 2/28/2023

ASSESSOR

Copies	\$0.25/page
Assessor Maps & Plats: (Letter or Legal Size)	\$2.00 each
From Plotter – Line Drawing	\$5.00 each
Aerial Photos	\$10.00 each
County Road Maps	\$3.00 each
Copies of Sales Catalog	\$1.00/page
Data Downloads /Email (small files)	\$.10 kb
Shape File (all)	\$10.00 min/\$400.00 max
Mineral Book Scans	\$100.00/book
Full Tax Roll	\$750.00
Characteristic File - All	\$900.00
Ag Book Scans on Digital Media	\$25.00/book
	\$275.00/all

CLERK AND RECORDER

Recording Fees	\$13.00 first page \$5.00 each additional page
Copies	\$0.25 per page
Copy of Plat Maps	\$5.00 per page
On-line Web Searching	\$25.00/24 hrs or \$350.00/month plus \$0.25/download or printed copy
Fax or Email Documents	\$3.00 plus \$0.25/page
Certified Document	\$1.00 additional
Documentary Fees (Warranty & Quit Claim Deeds)	\$0.10 per \$1,000
Mining Claims	\$0.25 per claim additional
Motor Vehicle Title Fee	\$7.20
Duplicate Title	\$8.20
Temporary Permit	\$7.03
Auto Plate Replacement	\$8.73
Trailer Plate Replacement	\$6.55
Copy of Registration	\$4.00
Tab Replacement (year)/(month)	\$4.22/yr \$4.37/yr & month
Postage to mail plate	\$5.00
Laminating Fee	\$1.00
Issue Marriage License	\$30.00
Certified Copy of Marriage License	\$3.00
Voter ID Card	\$2.00
Voter Registration Mail Labels	\$0.01 per name & \$25.00 set-up fee

SHERIFF
Civil Papers (Any Non-Gov't Agency)

Types of Civil Service	Location	Total Fees	Non- Service Fees
Service & Return - Summons			
	Craig	\$40.00	\$20.00
	Hamilton	\$45.00	\$23.00
	Maybell	\$55.00	\$35.00
	Dinosaur	\$93.00	\$73.00
Writ of Garnishment -			
	Craig	\$25.00	
	Hamilton	\$28.00	
	Maybell	\$40.00	
	Dinosaur	\$78.00	
Service & Return - Subpoena			
	Craig	\$70.00	\$20.00
	Hamilton	\$73.00	\$23.00
	Maybell	\$85.00	\$35.00
	Dinosaur	\$123.00	\$73.00
*Writ of Restitution & Order of Possession			
	Craig	\$65.00	
	Hamilton	\$75.00	
	Maybell	\$85.00	
	Dinosaur	\$123.00	
Criminal Papers			
Any Gov't Agency			
Service & Return - Summons	Craig	\$20.00	\$10.00
	Hamilton	\$23.00	\$13.00
	Maybell	\$35.00	\$25.00
	Dinosaur	\$73.00	\$63.00
Service & Return - Subpoena			
	Craig	\$12.50	\$10.00
	Hamilton	\$15.50	\$13.00
	Maybell	\$27.50	\$25.00
	Dinosaur	\$65.00	\$63.00
Records Fees			
Search Charge	\$5.00	\$25.00/hr (if over 30 min)	
	Copy Fee	\$0.25/page	
	Retrieving Electronic Data (Recordings, photos, and video)	\$20.00	

Concealed Weapons Permit Fees:			
Sheriff's Fee - New		\$100.00	
CBI/FBI Background Check - New		\$52.50	
Sheriff's Fee - Renewal		\$50.00	
CBI/FBI Background Check - Renewal		\$13.00	
Late Fee		\$15.00	
Lost Permit Fee		\$15.00	
Ranch Watch Signs		\$15.00	
VIN Inspections	Out of Office	\$10.00/vehicle	
Certified VINS		\$50.00/vehicle	

*For service of any Writ of Restitution or Order of Possession of Premises, except that if execution of any such writ is required, and the work performed exceeds two hours in duration, an additional fee may be charged after the Sheriff has provided detailed accounting of his or her actual expenses.

This fee structure for Civil Process Fess under 30-1-104 as approved by the Moffat County Commissioners under resolution 2008-13. These fees will include at least three attempts, round trip mileage, return of service if not included and postage. We are required by statute to collect fees in advance.

Please note that we are no longer required to notarize a return of service.

JAIL

Booking Fee	\$30.00
Booking Sheets	\$5.00
Processing of Bonds	\$10.00
Processing of Finger Prints	\$10.00 for Applicants \$15.00 Court Ordered
Cost of Care	\$40.00 per day
Work Release	\$42.00 per day

Office of Emergency Management

Secure Transport Service licensing and permitting (non-refundable flat fees):

Three (3) Year Secure Transportation Service License Fee	\$100
One (1) Year Secure Transport Vehicle Fee	\$20 per vehicle (ambulances exempt)
Replacement Sticker/New Vehicle Fee	\$20 per vehicle

TREASURER

Collecting School Taxes	1/4%
Collecting Town and City Taxes	2%
Collecting Taxes of every other kind	5%
Collecting all moneys other than taxes, except Federal Funds	1%
Certificate of Purchase delivered	\$4.00
Certificate of Redemption delivered	\$7.00
Processing and application for a Treasurer's Deed – Advertised	\$75.00
Processing an application for a Treasurer's Deed – Not Advertised	\$35.00

Certificate of Taxes and Assessments due, for each parcel or description	\$10.00
Copy of duplicate Tax Receipt (current year)	\$2.00
Copy of duplicate Tax Receipt (prior year)	\$5.00
Assignment of Recording of Certificate of Purchase from county, city, or town	\$13.00
Endorsing payment of subsequent taxes on Tax Certificate and books of tax sales for each tract	\$5.00
Penalty Assessment for returned check	\$20.00
Preparation of a Distrain Warrant	\$15.00
Public Trustee: File and Record Release Deed of Trust	\$28.00
Advertising delinquent personal property	\$15.00 or the cost of advertising, whichever is greater
Research	\$15.00 per hour or portion thereof, but not less than \$15.00
Copies	\$0.25 per page

OPEN RECORD REQUESTS

Open Record Requests	\$0.25 per standard page or an amount not to exceed the actual cost of providing a copy, printout or photograph of a public record in a format other than a standard page.
Staff Research Time	When County Employees must expend time to research, redact, retrieve, review, supervise, copy, process, or otherwise take time away from their normally assigned duties in response to this Open Records Request, such employee's time shall be payable by the requesting party and billed at \$33.58/hour , unless the elected official or department head had set a lower hourly rate. No staff time shall be billed for the expenditure of time of one (1) hour or less.

LIBRARY

Fines	\$0.15 per day
Copies	Color - \$0.50/pg; B&W - \$0.20/pg
Fax	\$1.00 per page to send \$0.50 per page to receive

Department of Public Health

Basic Life Saving Class	\$25/person/class
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Department of Human Services

Copies of paper & electronic documents from Child Welfare Records & Self Sufficiency Records	\$0.25 per page plus postage (if necessary)
Adoptive Studies (for non-foster parents)	\$800.00
Relinquishment Counseling (for non-clients)	\$37.10/hr

HOUSING AUTHORITY

60 years of age or older Daily Dining (in house)	\$2.50 per single meal
60 years of age or older Meals-on-Wheels	\$3.50 per single meal

AIRPORT

New Hanger Lease (Ground)	One half of 1% of Assessed Value
Tie Down Fee	\$30.00/ month for single engine \$50.00/month for multi engine \$50.00/month helicopter

BUILDING PERMITS

Value	Permit Fee
<i>\$100,001.00 to \$500,000.00</i>	
First \$100,000.00	\$993.75
For each additional \$1,000.00	\$5.60
<i>\$500,001.00 to \$1,000,000.00</i>	
First \$500,000.00	\$3,233.75
For each additional \$1,000.00	\$4.75
<i>\$1,000,001.00 and up</i>	
First \$1,000,000.00	\$5,608.75
For each additional \$1,000,000.00 or fraction thereof	\$315
<i>Plan Check Fee 65%</i>	

Other Buildings use for Value Calculation:

Finished Garage	\$25.00/Sq. Ft.
Pole Construction	\$16.00/Sq. Ft.
w/Cement Floor	\$20.00/Sq. Ft.
Shop (metal)	\$30.00/Sq. Ft.
Covered Deck	\$20.00/Sq. Ft.

Modular use for Value Calculation:

Crawl Space	\$50.00/Sq. Ft.
Unfinished Basement	\$65.00/Sq. Ft.
Finished Basement	\$85.00/Sq. Ft.
Single Wide on Ground Blocks	Single: \$145/ Double: \$220

Mechanical:

1	For the issuance of each mechanical permit	
2	For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$25.00
		\$10.00
	FURNACES:	
1	For the installation or relocation of each forced air or gravity type furnace or burner including ducts and vents attached to such appliance, up to and including 100,000 BTU.	\$17.00
2	For the installation or relocation of each forced air or gravity type furnace or burner including ducts and vents attached to such appliance over 100,000 BTU.	\$21.00
3	For the installation or relocation of each floor furnace, including vent.	\$17.00
4	For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater.	\$17.00
	APPLIANCE VENTS:	
1	For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$8.50
	REPAIRS OR ADDITIONS:	
1	For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, abortion unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the international mechanical code.	\$16.00
	BOILERS, COMPRESSORS and ABSORPTION SYSTEMS	
1	For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6kw), or each absorption system to and including 100,000 BTU	\$17.00
2	... over 3 to 15 horsepower, or over 100,000 BTU including 500,000 BTU	\$31.00
3	... over 15 to 30 horsepower, or over 500,000 BTU including 1,000,000 BTU	\$43.00
4	... over 30 to 50 horsepower, or over 1,000,000 BTU including 1,750,000 BTU	\$64.00
5	... over 50 horsepower, or over 1,750,000 BTU	\$106.00

	AIR HANDLERS:	
1	For each air-handling unit to and including 10,000 cfm (4719L/s) including ducts attached thereto NOTE: This fee does not apply to an air-handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the International Mechanical Code	\$12.00
	For each air-handling unit over 10,000 cfm	\$21.00
	EVAPORATIVE COOLERS	
1	For each evaporative cooler other than portable type (swamp cooler)	\$12.00
	VENTILATION and EXHAUST	
1	For each ventilation fan connected to a single duct	\$8.00
2	For each ventilation system which is not a portion of any heating or AC system	\$12.00
3	For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$12.00
	MISCELLANEOUS:	
1	For each appliance or piece of equipment regulated by the International Mechanical Code but not classified in other appliance categories, or for which no other fee is listed in the table e.g.... ducts	\$12.00
2	Gas piping (one to five outlets)	\$20.00
	(each additional outlet)	\$1.00
3	Inserts, Stoves & Fireplaces (classified under Furnaces)	\$17.00
4	Roof Top Unit	
	* if Duo Pac, charge for Compressor & Furnace according to BTUs	
	* if Cooling, charge for Compressor according to BTUs	
	* if Heating, charge for Furnace according to BTUs	
5	* In-Floor (Radiant) Heating System	
	* Charge for Boiler according to BTUs	

Plumbing:

1	For the issuance of each plumbing permit	\$ 25.00
2	For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$ 15.00
	UNIT FEE SCHEDULE (in addition to items 1&2 above):	
1	For each plumbing fixture on 1 trap or a set of fixtures on 1 trap.	\$8.00
2	For each building sewer and each trailer park sewer.	\$18.00
3	Rainwater systems - per drain (inside building).	\$8.00
4	For each water heater and/or vent.	\$8.00
5	For each gas piping system of 1 to 5 outlets.	\$20.00

6	For each additional gas piping system outlet, per outlet.	\$1.00
7	For each industrial waste pretreatment interceptor including its trap.	\$10.00
8	For each installation, alteration or repair of water piping and/or water treating equipment, each	\$8.00
9	For each repair or alteration of drainage or vent piping, each fixture.	\$8.00
10	For each lawn sprinkler system on any 1 meter, includes backflow devices.	\$8.00
11	For atmospheric-type vacuum breakers:	
	1 to 5 fixtures	\$5.00
	over 5, each	\$1.00
	For each backflow protective device other than atmospheric type vacuum breakers:	
	2-inch (51 mm) diameter and smaller	\$10.00
	over 2-inch (51mm) diameter	\$20.00
	For each graywater system	\$40.00
	For initial installation and testing for a reclaimed water system	\$30.00
	For each annual cross-connection testing of reclaimed water system (excluding initial test)	\$30.00
	For each medical gas piping system serving 1 to 5 inlets 1 outlets for specific gas	\$50.00
	For each additional medial gas inlet 1 outlet	\$5.00

Contractor Registry:

Annual Contractor Registry Fee	\$60.00/yr

PLANNING

Exemption	\$200.00
Conditional Use (including seismic)	\$200.00
Variance	\$175.00
Rezone	\$300.00
Temporary Use	\$30.00
Minor Subdivision Sketch/Preliminary Plan	\$300.00
Minor Subdivision Final Plan	\$250.00
Subdivision Sketch Plan	\$300.00
Subdivision Preliminary Plan (10 Lots or Less)	\$450.00
Additional over 10 Lots	\$50.00 per lot
Subdivision Final Plan	\$250.00
Re-subdivision	\$250.00

FACILITIES

\$500.00 refundable security deposit required on all facilities

Buildings:

Pavilion: (Includes use of Kitchen, 40) 8' Tables & 300 Chairs, & A/V System - Projector, Screen, Sound System, Wireless Microphones, WiFi)

Cleaning fee (all renters)	\$75.00	+ Cleaning Fee
County resident (private) day or days of event	\$275.00/day	\$350.00/day
Non-county resident (private) day or days of event	\$300.00/day	\$375.00
Commercial/County resident (for profit) Includes Dances & Concerts	\$450.00/day	\$525.00
Commercial/Non-county resident (for profit) Includes Dances & Concerts	\$700.00/day	\$775.00
County Resident (private) 3 day special (ex.: Friday, Saturday, Sunday) set-up/event/clean-up	\$450.00 (includes cleaning fee)	N/A
Setup/cleanup days	\$75.00/day	N/A
Pavilion dishes (washing required)	\$25.00 flat fee	N/A
<u>Moffat County Non-Profit:</u> (must supply non-profit status) Youth/ Non-Profit/Special Use – Any organization deemed to receive special consideration by the Moffat County Board of County Commissioners	\$50.00/day	\$125.00
Usage by Moffat County staff for county business	No Charge	N/A

Grandstands Bldg: (includes use of 39) 8' tables & 170 chairs, concession stand, WiFi)

County resident (private) day or days of event	\$250.00/day
Non-county resident (private) day or days of event	\$275.00/day
County resident (for profit) Includes Dances, Concerts & Auctions	\$400.00/day
Commercial/Non-county resident (for profit) Includes Dances & Concerts	\$650.00/day
Setup/cleanup days	\$50.00/day
<u>Moffat County Non-Profit:</u> (must supply non-profit status) Youth/ Non-Profit/Special Use – Any organization deemed to receive special consideration by the Moffat County Board of County Commissioners	\$50.00/event day
Usage by Moffat County staff for county business	N/C

Picnic Shelter: (Loudy-Simpson Park & Fairgrounds)

Large Group Picnics (100 people or more) using one or both shelters	\$150.00/day
County resident (private/non-profit)	\$75.00/day
Non-County resident (private/non-profit)	\$100.00/day
Setup and cleanup days	\$50.00/day

Non-County Resident (large scale/for profit) Includes dances & concerts	\$750.00/day* (499 capacity) \$1000/day* (500+ capacity)
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Large Scale Community Events: (Fairgrounds/Loudy-Simpson Park)

1-3 days	\$300.00
3-5 days	\$500.00
Any additional days after 5	\$100.00/day

***Large scale events require \$500.00 refundable security deposit, Certificate of Liability Insurance, porta-potties, security and parking attendants**

Indoor Arena:

County resident- Non-profit and service organizations day or days of event	\$250/day*
Non-profit and service organizations, in or out of County charging admission or entrance fees	\$275/day*
County (for profit) Includes dances and concerts	\$400.00/day*
Non-County resident (for profit) Includes dances and concerts	\$750.00/day* (499 capacity) \$1000/day* (500+ capacity)
*Open Bldg only	
Additional Fees:	
Panels	\$100/event
Bleachers	\$50/event
PA System	\$25/event
Setup and cleanup days	\$75.00/day
Usage by Moffat County staff for County business	No Charge

Outside Arenas, with Racetrack and Grandstands:

County resident (non-profit) and service organizations, in or out of County, not charging admission or entrance fees	Arena A - \$75.00/day Arena B - \$75.00/day
County resident (non-profit) and service organizations, in or out of County, charging admission or entrance fees	Arena A - \$100.00/day Arena B - \$100.00/day
County resident (for profit)	Arena A - \$275.00/day Arena B - \$275.00/day
Non-County (for profit)	Arena A - \$525.00/day Arena B - \$375.00/day
Race Track – Horse Races	\$1000/day
Includes use of grandstands, restrooms and horse barns. Ground preparation one time per event, lights and PA system.	

Any extra ground work during event:	\$63.50/Arena (Water - \$23.50 & Labor - \$40.00)
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Clinics, Schools and Lessons sponsored by a county resident when instructor charges a fee Per hour, Per arena	Arena A - \$100.00/day Arena B - \$100.00/day \$25.00/hr
Local clubs and organizations seasonal use (up to a 6-month period). Includes ground preparation and lights for jackpots and competition events.	\$400.00/season
Arena lights private use per arena (time period dark till midnight)	\$35.00/night
Stock pen seasonal use by clubs or organizations Stock pen seasonal use by clubs or organizations Stock pen over night travelers Stock pen for profit use	\$350.00/season up to 30 head \$10.00 per head over 30 \$20.00 per day/night \$50.00 per day/night

Horse Stalls:

Overnight boarding	\$20.00 per night
Vet care (Max. three weeks stay)	\$10.00 per day/night

RV/Water Hookups:

Overnight travelers (40 spots available)	\$25.00 per night/night
Short weekend type events	\$25.00 per day/night
Larger events running more than a weekend (over 2-3 nights)	May be negotiated with Fairgrounds Manager
All other electric outlets. (Use only after all RV hookups full). Event producer / user responsible to collect all fees and pay Moffat County.	\$15.00 per day/night

Loudy-Simpson Park

Ice Arena – Winter:

Open Ice Skating	\$6.00 per Session
Open Ice-Skating Punch Card (20 sessions)	\$85.00/card
Skate Rental	\$4.00 per pair/per day
Skate Sharpening	\$5.00 per pair
Ice Rental (Includes Changing Room)	\$160.00 per hour
Drop-in Hockey/Stick & Puck	\$7.00 per person
Drop-in Curling	\$12.00 per person
Room Rental	\$25.00 per event
Birthday Party (includes skate rental) *	\$6.00/person
*Bring your own skates	\$4.00/person
Kids under 5	FREE

Ice Arena – Summer:

County resident (private/non-profit) day or days of event	\$300.00
3 day special (ex.: Friday, Saturday, Sunday) Set-up/Event/Clean-up	\$500.00.00
Moffat County Non-Profit: (must supply non-profit status) Youth/ Non-Profit/Special Use – Any organization deemed to receive special consideration by the Moffat County Board of County Commissioners	\$50.00/event day
Non-County resident (private/non-profit) day or days of event	\$350.00
County resident (for profit) Includes Dances & Concerts	\$450.00
Non-County resident (for profit) Includes Dances & Concerts	\$750.00/day* (499 capacity) \$1000/day* (500+ capacity)
Setup/Cleanup Days	\$75.00/day
Usage by Moffat County Staff for County Business	No Charge

\$500.00 refundable security deposit required on buildings(s) use only***Large scale events will require porta-potties, liability insurance, security and parking attendants****Ball Fields:**

Practice	\$10.00 per field/per day
Games (7 am to 7 pm)	\$50.00 per field/per day

Soccer Field:

Marking of soccer field	\$100.00/time
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Sherman Youth Camp

Summer Season (June 1-Aug 31)	
*Entire Camp (Six Camp Spots & Pavilion Bldg)	\$150/day
Pavilion Bldg & Camp Spot #2	\$85/day
2-person cabin *(not included in Entire Camp Rental)	\$60/day
Single Camp Spot	\$15/day
Day use (no camping)	\$75/day + \$30 fuel surcharge
Hunting Season (September – mid-October)	
Single Camp Spot	\$25/day
Pavilion Bldg & Camp Spot #2	\$75/day
2-person cabin	\$75/day

Any building rental will be subject to a \$50 Fuel Surcharge for generator use in addition to rental fee***\$500.00 refundable security deposit required on buildings(s) use only****Any camping use will be subject to State of Colorado Lodging Tax**

PEST MANAGEMENT CHEMICAL APPLICATION

Private Pest Management: includes the labor provided by the county to treat weeds, ground squirrels, gophers, etc. In addition to these services all applicable materials will also be billed back with a 5% handling charge. All rates are per laborer and include equipment.	
Private Pest Mgmt, in conjunction with an approved Pest Management Partnership	\$25.00/hr
Individual Private Pest Mgmt. (No partners)	\$65.00/hr
Inter-Agency Pest Management	\$500/day
Mosquito Control	
Public Health Mosquito Mitigation: Habitat and population monitoring	FREE
Aerial Mosquito Spraying	50% costshare (flying and materials) on approved projects

MAYBELL SANITATION FEES

Tap Fees:	
Residential	\$2,930.00
Commercial (2 to 4 taps)	\$5,860.00 to \$11,720.00
Rates:	
1 Tap	\$120/qtr
2 Taps	\$240/qtr
3 Taps	\$360/qtr
4 Taps	\$480/qtr

LANDFILL TIPPING FEES

Due to trash blowing out of trucks and trailers and scattering along roadways, the Moffat County Landfill will start requiring all loads to be secured with a tarp, completely covering the entire load or hauled in an enclosed trailer. Any loads that are not secured will be charged at double the normal rate for the load. This policy will take effect **April 1st, 2022**.

Description	Resident	Non-Resident
Minimum:	\$15.00	\$20.00
Municipal Waste	\$50.00/ton	\$80.00/ton
Residential Waste	\$50.00/ton	\$80.00/ton
Commercial/Industrial	\$50.00/ton	\$80.00/ton
Solid Waste	\$45.00/ton	\$80.00/ton
Concrete	\$50.00/ton	\$80.00/ton
Special Waste (contaminated soils, non-friable asbestos)	\$55.00/ton	\$110.00/ton

Tires:

Description	Resident	Non-Resident
Car/Pickup	\$6.00	\$15.00
Semi Truck	\$10.00	\$20.00
Heavy Equipment	\$30.00	\$60.00

Other Items:

Description	Resident	Non-Resident
Surcharge – Mattress, Box Springs	\$10.00 each	\$20.00 each

The Landfill does not accept the following items: tires on rims, refrigerated units without the proper certification, liquid waste, batteries, hazardous waste or chemicals, Bio-Hazard bags or refuse, friable asbestos, and propane tanks (unless valve has been removed completely and recycle in metal dumpster).

ROAD DEPARTMENT

Right-Of-Way Access Permit	\$100.00
Right-Of-Way Access Permit – Address Only	\$65.00
Utilities Installation Permit - May require bond Additional \$0.25 per linear foot for installations within county right-of-way	\$100.00
Road Maintenance Permit for Private Entities - May require bond	\$250.00
Oil & Gas Rig Movement Permit Application	\$1000.00
Maps (Charge an additional \$1.50 for postage if we mail.)	\$3.00 per map

Transport Permits:

Single Trip Oversize	\$15.00
Single Trip Oversize/Overweight	\$15.00 + \$5.00/Axle
Annual Oversize/Overweight	\$250.00
Annual Fleet	\$750.00 + \$25.00/Vehicle
Special Permit	\$125.00

Credit/Debit Card Transaction Fees:

Additional Charge of 2.25% + \$0.75 per transaction

CEMETERY

Cemetery Lots	\$425.00
Cemetery Lot – Infant Section	\$100.00
Cemetery Lot – Half Lots for cremation or infant burials	\$215.00
Internment Fee (Full Burial)	\$390.00
Weekend or Holiday	\$690.00
Internment Fee (Cremains)	\$210.00
*Weekend or Holiday	\$360.00
Internment Fee – Infant (varies depending on size of casket used)	\$210-\$390
Disinterment of casketed burial with open space on one side	\$825.00
Disinterment of casketed burial with no space on either side	\$1,025.00
Disinterment of cremains	\$110.00
Disinterment of infant	Quoted at time
Cement Stone foundations	\$150.00
Flower vases – Eaton Style – Per Vase	\$75.00

*The above overtime charge will be added to the above interment fees if cemetery personnel are required to be on premises of the cemetery on Saturday, Sunday, or holidays regardless of the amount of time needed.

No burials will be allowed on Memorial Day, Thanksgiving, Christmas or New Years Day.

If these days are part of a three-day weekend for County employees, no burials will be allowed on any of those days.

MOFFAT COUNTY RESOLUTION 2023 - 33
AUTHORIZING CONVEYANCE OF COUNTY-OWNED PARCEL TO
CITY OF CRAIG
FOR PUBLIC PURPOSE AND USE

Colorado Revised Statutes Section 30-11-101 authorizes counties, acting by the board of county commissioners, to sell, convey, or exchange any real or personal property owned by the county and make such order respecting the same as may be deemed conducive to the interests of the inhabitants, when deemed by the board of county commissioners to be in the best interests of the county and its inhabitants.

Moffat County, a body politic, holds title to the following described real property, located in Moffat County, Colorado: and being more particularly described as follows:

Lot 13 in Block 14 of the Town of Craig, according to the Plat thereof.

The real property described above, (hereafter be called the “Property”) is adjacent to the Chamber of Commerce in the City of Craig. The Property is only 25 feet wide, so it is not a buildable lot and has minimal value. The City of Craig has been using the Property to store snow during winter months, so the Property would benefit the City of Craig. The Moffat County Board of County Commissioners purchased the Property on November 19, 1998, and the current Board of County Commissioners sees no benefit at this time or in the future for Moffat County to own the Property.

The Moffat County Board of County Commissioners has determined that it is in the best interests of Moffat County and its inhabitants to convey the Property to the City of Craig, Colorado, to be used for a public purpose and use.

On February 28, 2023 the Moffat County Board of County Commissioners approved and authorized the conveyance of the Property to the City of Craig for

NOW THEREFORE BE IT RESOLVED that conveyance of the Property to the City of Craig for public purpose and use is approved by the Moffat County Board of County Commissioners.

BE IT FURTHER RESOLVED that the conveyance of the Property by appropriate deed to the City of Craig, a Colorado municipal corporation, is approved by the Moffat County Board of County Commissioners.

BE IT FURTHER RESOLVED that the Chairperson of Moffat County Board of County Commissioners is hereby vested with the authority to sign the Warranty Deed and take all necessary actions to complete the transfer of said Property to the City of Craig.

[The remainder of this page left blank intentionally.]



Passed and approved this 28th day of February 2023.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

Tony Bohrer, Chair

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT)

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

WITNESS my hand and the seal of said County this 28th day of February, 2023.

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

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
SUBSTANCE ABUSE TREATMENT SERVICES
JUNE 1, 2022 – MAY 31, 2023**

1. THIS CONTRACT, made this 28th day of February, 2023, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Reflect Resolve Recover LLC**, P.O. Box 1470, Craig, CO 81626, hereinafter called "Contractor."
2. This Contract will be **effective June 1, 2022 until May 31, 2023**, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Substance Abuse Treatment Services** to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:

• Individual Therapy	\$100/session
• Family Therapy	\$115/session
• In-Home Family Therapy	\$125/session
• Bilingual Therapy Services	+\$10/session
• Court Report Evaluations/Reports/Testimony	\$90/hour
• Diagnostic Evaluations	\$100/hour
• Breathalyzer Analysis	\$2/unit
• Urine Screen (ETG)	\$30/unit
• Urine Screen (Poly)	\$20/unit
• Supervised Visitation	\$50/hour
• Therapeutic Supervised Visitation	\$65/hour

The amount to be expended pursuant to this Agreement **shall not exceed Five Thousand Dollars and no/100 cents (\$5,000.00)**. The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

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

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor**

nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract. Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract.

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

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).

7. County agrees:

- a. To determine child eligibility.
- b. To provide Contractor with authorization regarding eligibility for a child or family as the basis for services to be purchased.
- c. To provide Contractor with referral information including name and address of family, social, medical and education information as appropriate to referral.
- d. To monitor the provision of contracted services.
- e. To pay Contractor after timely receipt of billing statements to Paragraph 9 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.

8. Contractor agrees:

- a. Not to assign any provision of this Contract to a subcontractor.
- b. Not to charge clients any fees related to services provided under this Contract.
- c. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.

- d. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- e. To provide the service described herein at cost not greater than that charged to other persons in the same community.
- f. To submit a billing statement by the 5th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two (2) months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g. To safeguard information and confidentiality of those serviced in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
- h. To provide County with reports on the provision of services as follows:
 - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
 - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment participation.
 - iii. Contractor will provide County with a printed, comprehensive test result for each test that is billed for. The test result will provide a breakout of the substances tested for and results of the presence of each in the test sample was extraordinary in any way, i.e., temperature, color, amount, etc.
- i. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et. seq.*, C.R.S., as amended.
- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

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

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

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

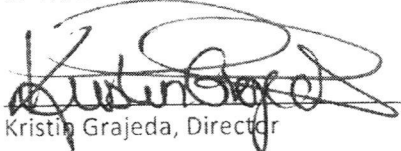
All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance shall be delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County.

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

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES


Kristin Grajeda, Director

2/12/23
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

MOFFAT COUNTY BOARD
OF HUMAN SERVICES

Tony Bohrer, Chairperson

Date

Date: _____

CONTRACTOR

REFLECT RESOLVE RECOVER LLC

Date

(print name)

(title)

STATE OF COLORADO)

) ss.

COUNTY OF _____)

Subscribed and affirmed to before me this _____ day of _____, 2023, by

_____, Independent Contractor.

Witness my hand and seal.

My commission expires: _____

Notary Public

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
JUNE 1, 2022 – MAY 31, 2023**

1. THIS CONTRACT, made this _____ day of _____, 2023, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Psyche, Soma & Soul Therapy LLC, 855 Fifth Street, Meeker, CO 81641, hereinafter called "Contractor."
2. This Contract will be effective **June 1, 2022 until May 31, 2023**, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Services** to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
 - Individual Counseling \$120.00/hour
\$60.00/half hour
 - Group Therapy \$35.00/event
 - Family Counseling \$125.00/hour
 - Mental Health Assessment \$150.00/hour
 - Therapeutic Aid \$70.00/hour
 - EMDR Therapy \$140.00/hour
 - Court Testimony \$300.00/hour
 - Authorized preparation time and report writing \$150.00/hour
 - Coaching \$30.00/hour
 - If a client/family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts County the same day as missed appointment, the County will pay the negotiated rate of service for three times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement shall not exceed TWENTY-FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$25,000.00). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no

additional reimbursement for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

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

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

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).

7. County agrees:

- a. To determine child eligibility.
- b. To provide Contractor with authorization regarding eligibility for a child or family as the basis for services to be purchased.
- c. To provide Contractor with referral information including name and address of family, social, medical and education information as appropriate to referral.
- d. To monitor the provision of contracted services.
- e. To pay Contractor after timely receipt of billing statements to Paragraph 9 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.

8. Contractor agrees:

- a. Not to assign any provision of this Contract to a subcontractor.
- b. Not to charge clients any fees related to services provided under this Contract.

- c. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
- d. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- e. To provide the service described herein at cost not greater than that charged to other persons in the same community.
- f. To submit a billing statement by the 5th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two (2) months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g. To safeguard information and confidentiality of those serviced in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
- h. To provide County with reports on the provision of services as follows:
 - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
 - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment participation.
 - iii. Contractor will provide County with a printed, comprehensive test result for each test that is billed for. The test result will provide a breakout of the substances tested for and results of the presence of each in the test sample was extraordinary in any way, i.e., temperature, color, amount, etc.
- i. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et. seq.*, C.R.S., as amended.
- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

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

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

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately

obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance shall be delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County.

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

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES


Kristin Grajeda, Director

2/27/2023
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

MOFFAT COUNTY BOARD OF
HUMAN SERVICES

Tony Bohrer, Chairperson

Date

Date: _____

PSYCHE, SOMA & SOUL THERAPY, LLC

Torrance Rykhus
Owner/Operator

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

Subscribed and affirmed to before me this _____ day of _____, 2023, by
(Contractor), Independent Contractor.

Witness my hand and seal.

My commission expires: _____

Notary Public



Commercial Specialists, Inc.

* Fire Alarm * BI - Directional Amplifiers * Test & Inspections *
* Security * Intercom * Area of Rescue * Access Control *

Fire Alarm Test and Inspection Agreement

Location : Moffat County Courthouse, Co

Term: The term of this agreement shall be for ~~three (3) year~~ ^{one (1) year *} from the date of execution by both parties unless otherwise indicated herein. This agreement shall automatically renew for three (3) years at the end of the aforementioned term unless sixty (60) days written notice is given to Contractor from Owner prior to expiration of the first year's term. Without exception to the 60 day written notice for automatic renewal, this agreement may be terminated by either party upon thirty (30) days written notice. * See below.

Services: Fire Alarm Services provided by CSI shall include but not be limited to the following : Testing and Inspection Services provided by CSI shall include but not be limited to the following: Verify proper operation of : CPU, Control Equipment, fuses, lamps, switches and batteries. Perform functional testing of: Smoke Detectors (Duct and Area), Heat Detectors, Manual Pull Stations, Firefighters Telephones, Relays, I / O devices, Audible and Visual Signaling devices and Auxiliary functions. A second visit shall be made during the one-year term to perform a visual inspection of all equipment and devices.

☐ One Functional Annually

NFPA 72- 2016 ☒ One Functional / One Visual Annually

☐ Semi-Annual Functional

☐ Quarterly Functional

Moffat County's expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County's budgeting and appropriating funds for such purposes according to the Colorado Local Government Budget Law and C.R.S. Section 29-1-110. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.

Total Amount: The annual amount for the services provided herein shall be **\$1,640.00**

Repairs: Repairs requested by Customer shall be billed on a Time and Material basis at the labor rates below, including driving time with a one (1) hour Minimum. Repairs shall not be made without prior approval of the Owner and a written Purchase Order or other approved means of Authorization.

Service / Repair Rates

Monday - Friday 8:00AM - 4:00 PM	\$ 120.00
Monday - Friday 4:00PM - 8:00 AM	\$ 180.00
Saturday	\$ 180.00
Sunday and Holidays	\$ 240.00

Any Material requested by Customer shall be billed at **20%** off list prices with a 3 year agreement.

Payments: The Contractor shall submit invoices approved by the Customer. Payment terms for such invoices shall be **NET 30 DAYS**. Any amounts outstanding beyond 30 days shall incur a 2% per month interest charge.

Miscellaneous: Owner agrees to take reasonable precautions to protect lives and property to whatever extent deemed necessary from the time CSI has first been notified of an Emergency

situation or System failure, until such time as CSI representatives inform Owner or Owner's representatives that the system has been restored to normal or that the Emergency has cleared.

Owner agrees not to employ the services of nor allow any unauthorized persons to perform maintenance, service or make alterations of any nature to the system while this agreement is in force. Failure to comply with this provision shall void any warranties expressed or implied by CSI and shall immediately release CSI from any and all liability associated with proper operation of the system in a Fire or other Emergency. Where repaired or replacement parts are needed and approved by the Owner, CSI shall make the determination as to whether parts in question are to be repaired or replaced.

This agreement shall not be modified or altered except in writing and signed by Authorized agents of both parties.

COMMERCIAL SPECIALISTS INC. 601 Mulberry Street Grand Junction CO 81501 210 Marmot Lane #B5 Eagle CO 81631 <i>Butch McNay, General Manager</i> 1/31/2023
--

SIGNATURE:
DATE:



Commercial Specialists, Inc.

* Fire Alarm * BI - Directional Amplifiers * Test & Inspections *
* Security * Intercom * Area of Rescue * Access Control *

DATE: 1/31/2023

PREMISES INFORMATION

SITE NAME: Moffat County Courthouse

SITE ADDRESS: 1198 W. Victory Way

CITY: Craig

STATE: Co

ZIP: 81625

SITE TELEPHONE: 970-824-9131

SUBSCRIBER (OWNER) BILLING INFORMATION

NAME: Moffat County

ADDRESS: 221 W. Victory Way #140 (Will become 1198 W. Victory Way #220 on 4/17/23)

CITY: Craig

STATE: CO

ZIP: 81625

CONTACT NAME: Lennie Gillam

TELEPHONE: 970-824-9107

EMAIL: lgillam@moffatcountny.net

ANNUAL BILLING FOR CENTRAL STATION MONITORING:



Fire Alarm

\$360.00 (\$30.00 per Month)

ACCOUNT NUMBER:



Security System

\$360.00 (\$30.00 per Month)

ACCOUNT NUMBER:



Elevator Communication
(Per Car)

\$360.00 (\$30.00 per Month)

ACCOUNT NUMBER:



Two-Way Communication
System

\$360.00 (\$30.00 per Month)

ACCOUNT NUMBER:

ANNUAL BILLING FOR ADVANCED MONITORING IN ADDITION TO THE CENTRAL STATION MONITORING:



Connected Life Safety System (CLSS)

\$420.00 (\$35.00 per Month)



Cellular Re-Transmission

\$420.00 (\$35.00 per Month)



Sub-Account (Per Sub-Account)

\$180.00 (\$15.00 per Month)



5-Minute Timer Test

\$384.00 (\$32.00 per Month)

CONTACT / CALL LIST INFORMATION

CONTACT NAME:

CONTACT PHONE #

CONTACT EMAIL:

1. Lennie Gillam

970-824-9107

lgillam@moffatcounty.net

2. On Call

970-321-2440

3.

4.

5.

TERMS AND CONDITIONS

The term of this agreement shall be for one (1) year from the date of execution by both parties unless otherwise indicated herein. This agreement shall automatically renew for five (5) years at the end of the aforementioned term unless sixty (60) days written notice is given to Contractor from Owner prior to expiration of the first year's term. Without exception to the 60 day written notice for automatic renewal, this agreement may be terminated by either party upon thirty (30) days written notice. * See below.

Connected Life Safety Systems (CLSS) is a proprietary communication protocol. To switch from CLSS to standard monitoring provided by others may require additional hardware. Any additional costs for hardware to make the transition will be the responsibility of the owner.

This agreement is made this 28th day of February 2023, by and between Commercial Specialists, Inc. ("Company") and ("Subscriber"). Location of Subscribers ("Premises") ABOVE. In consideration of and subject to the terms and conditions hereinafter set forth Company agrees to monitor and Subscriber agrees to permit Company to monitor a[] U.L. [] remote programmable ___ commercial ___ residential signaling system ("System") in subscribers Premises as a subcontractor of Rapid Response ("Dealer").

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 3 AND 6 HEREOF. TERMS AND CONDITIONS OF THE REVERSE SIDE ARE AN INTEGRAL PART OF THIS CONTRACT. SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ THE FRONT AND REVERSE BEFORE SIGNING.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the date first above written.

PRINTED NAME: Tony Bohrer

SIGNATURE _____

TITLE: Board of County Commissioners Chair

DATE: 2/28/2023

- Subscriber agrees that the System is to be kept in good working order by Subscriber. Subscriber further agrees that Company has no responsibility for the operation or non-operation of the system or the transmission of signals to Company's Central Station receiving equipment.
- Subscriber agrees that this Agreement shall continue, without action by either party, extend and renew itself under the same terms and on the conditions precedent that Dealer prepay for central station monitoring services to be rendered by Company to Subscriber, and that Dealer not be in breach or default under Company's contract with Dealer. Subscriber agrees that Dealer's failure to prepay Company as aforesaid or Dealer's breach or default under Company's contract with Dealer shall permit Company, upon five (5) days written notice to Subscriber, to terminate this Agreement and Subscriber hereby releases Company for all general, special, incidental and consequential expense, loss and damage to Subscriber, whether due to the sole, joint or several negligence of Company, its agents, servants, employees, suppliers or subcontractors. Subscriber further agrees that Dealer is an independent contractor and not an agent of Company for any purpose whatsoever, including, but not limited to, payment for monitoring services. Therefore, Subscriber hereby waives any right to equitable relief against Company. Notwithstanding the above provision, should Subscriber obtain equitable relief against Company, Subscriber agrees to pay Company all monies claimed by Company to be due and owing to Company by Dealer for past services to

* Moffat County's expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County's budgeting and appropriating funds for such purposes according to the Colorado Local Government Budget Law and C.R.S. Section 29-1-110. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.

Subscriber, all monies for future services to be rendered Subscriber, as well as Company's reasonable attorney's fees and expenses in defending any action by Subscriber seeking equitable relief.

3. SUBSCRIBER AGREES AND UNDERSTANDS: THAT COMPANY IS NOT AN INSURER AND THAT INSURANCE COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE IN, ABOUT OR TO THE PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER; THAT COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; THAT THE EQUIPMENT AND SERVICES ARE DESIGNED TO REDUCE BUT NOT ELIMINATE, CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY COMPANY ARE NOT SUFFICIENT TO WARRANT OR GUARANTEE THAT EITHER NO LOSS OR DAMAGE WILL OCCUR OR INCREASED LOSS OR DAMAGE WILL NOT OCCUR. THAT COMPANY IS NOT LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO CONTEMPORANEOUS WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT EVEN IF DUE TO THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF COMPANY OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS, OR TO THE IMPROPER PERFORMANCE OF AND/OR FAILURE TO PERFORM OF THE EQUIPMENT, OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO FACILITIES NECESSARY TO OPERATE THE SYSTEM OR ANY CENTRAL STATION; THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF THE COMPANY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE, REAL OR PERSONAL, WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, OR RESULTS FROM THE REMOTE PROGRAMMING OR MONITORING OF ANY EQUIPMENT OR SYSTEM AND/OR THE DISPATCH OF INDIVIDUALS TO THE PREMISES, AND/OR THE FAILURE OR FAULTY OPERATION OF THE SYSTEM, EQUIPMENT OR CENTRAL STATION FACILITIES, AND/OR THE ACTIVE OR PASSIVE SOLE JOINT OR SEVERAL NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OF COMPANY AND/OR ITS AGENTS SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, AND/OR ANY CLAIM(S) BROUGHT IN PRODUCT OR STRICT LIABILITY, AND/OR BREACH OF WARRANTY EXPRESS OR IMPLIED, AND/OR BREACH OF CONTRACT EXPRESS OR IMPLIED AND/OR ANY CLAIM FOR CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 AND THIS LIABILITY SHALL BE EXCLUSIVE.
IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, OBTAIN FROM COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY BUT THIS HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER.
4. Subscriber understands that transmission of signals from the devices with which the System is equipped ("devices") and/or the System may be via radio telemetry, satellite transmission, cable or wire (telephone circuit) and that alternative or additional protection can be installed at Subscriber's request and expense. Subscriber further understands that for equipment which transmits signals via the telephone circuit there are various types of telephone line service, including direct wire, McCulloch Loop, Multiplex, etc., and the devices are not infallible and Subscriber specifically acknowledges that Company does not represent or warrant that the devices, Systems or the transmission of signals from the devices or Systems via satellite transmission, radio telemetry, cable or telephone line services may not be interrupted, circumvented or compromised. In addition, Subscriber understands that a digital central station communicator is a non-supervised reporting device which requires the telephone equipment, connection to the telephone network and the telephone line ("Telephone Equipment") to be compatible and operative with the System for a signal to be transmitted by the System and/or received by the central station; if the Telephone Equipment is not compatible or operative there is no indication of this fact at the central station and no signal can be received by the central station while the Telephone Equipment remains incompatible or inoperative. Subscriber further understands that satellite transmission, radio telemetry and radio frequency transmissions may be impaired or interrupted by ground interference and/or atmospheric conditions, including, without limitation, sun spots, electrical storms, power failures or other conditions and events beyond the control of Company and that if satellite or radio transmissions are interrupted there is no indication of this fact at the central station and no signal can be received by the central station while the interruption continues.
5. Subscriber does hereby for him/her/itself and all parties claiming under him/her/it release and discharge Company from and against all hazards covered by insurance or bond, including all deductibles and retained limits as well as loss or damage in excess of policy limits. It is expressly understood and agreed that no insurance company, insurer, or bonding company or their successors or assigns shall have any rights created by a Loan Agreement, Loan Receipt, or other like document or procedure, or any right of subrogation against Company.
6. Subscriber agrees to indemnify, defend and hold harmless Company from and against all claims, demands, liabilities, damages, losses, expenses, including attorneys fees and lawsuits which may be asserted against or incurred by Company by or due to any person not a party to this Agreement, including Subscriber's insurance or bonding company, for any expense, loss or damage including, but not limited to, statutory civil damages, personal injury, death and/or property damage, real or personal, arising out of the design, sale, lease, installation, repair, service, dispatch, maintenance, monitoring, recording of communications, operation or non-operation of the equipment, Systems or central station facilities, whether due to the sole, joint or several negligence (including gross negligence) of Company or its agents, servants, employees, suppliers, or subcontractors, breach of contract, express or implied, breach of warranty, express or implied, product or strict liability, and/or any claim for contribution or indemnification, whether in contract, tort or equity.
7. Upon termination of monitoring services for any reason, the receipt of signals from "run-away" Systems, Systems which excessively signal the Company's Central Station without apparent reason or Premises or Systems not under contract with Company, Subscriber empowers and authorizes Company to refrain from monitoring the System and/or to render the equipment incapable of communication with its Central Station by direct or remote programming the removal of deletion of data necessary for the operation of the System or through any other means render inoperable the microprocessor or other communication device, without any liability to Subscriber, and Subscriber hereby (releases Company for all general Special, incidental, exemplary, punitive and consequential (expense, loss or damage to Subscriber, whether due to the sole, joint or several negligence (including gross negligence) of Company, its agents, servants, employees, suppliers or subcontractors, if Company is prohibited to remote program or to render inoperable the microprocessor or other communication device, or it, after written notice to Subscriber, Subscriber fails to disconnect the System or prevent the System from communication with the Central Station, Subscriber agrees to pay to Company the sum of Fifty (\$50.00) Dollars for each signal from the Premises received by the Central station, as liquidated damages and not a penalty. Further Subscriber agrees to pay to Company all costs actually incurred by Company in any claim, suit or arbitration ("Clam") including, without limitation, actuarial attorneys' fees and court costs incurred by Company in connection with, arising out of from or resulting from any Claim including, without limitation, any action at law or in equity arising out of this Section.
8. It is the sole responsibility of the Subscriber to (1) confirm that the Telephone Equipment is compatible with the System, especially when there are changes to the Telephone Equipment or services rendered to Subscriber by the telephone company, i.e. call waiting. Centrex telephone system, answering machines, etc., and (ii) test the equipment periodically, at least monthly and whenever changes are made to telephone service for the Premises. Any claimed inadequacy or failure of the equipment shall be immediately reported to the Dealer.
9. In the event the System is activated for any reason whatsoever, the Subscriber agrees to pay without recourse or to reimburse Company for any fines, fees, costs, expenses, and penalties assessed against Subscriber and/or Company by any court or local, state or federal government or agency as a result thereof. Subscriber further agrees that Company, at its sole option, shall be permitted, upon five (5) days written notice to Subscriber, to terminate the Agreement if, in Company's sole opinion, Subscriber misuses or abuses the System, or the System is activated without apparent cause.
10. This Agreement becomes binding upon Company only when signed by an authorized representative of Company, who must be a Corporate Officer if any of the printed terms and conditions have been interlineated, already or substituted by other wording. This Agreement is binding on the heirs, executors, administrators, successors and assigns of the parties, and shall be governed by and construed according to the laws of the state set forth in Company's address.
11. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole option. This Agreement or any portion thereof is assignable by Company as its sole option. This agreement is not assignable by Company except upon written consent of Subscriber.
12. If Company shall waive any breach by Subscriber, it shall not be construed as a waiver of any subsequent breach, and Company's failure to exercise any rights hereunder shall not be construed as a waiver of any breach unless specifically waived by Company in writing. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available under law and equity even though not expressly referred too herein.
13. (a) Non-U.L. Central Station monitoring service consists solely of the calling by telephone of third party professional agencies of the telephone number supplied by Subscriber in writing upon receipt of signals transmitted from equipment at the Premises. Subscriber agrees that Company shall have no liability for any loss, damage or expense to Subscriber including, without limitation, any general, special, incidental, exemplary, punitive or consequential damages arising out of remote programming of the Equipment or System.
(b) U.L. Central Station monitoring service consists solely of the obligations set forth in Section 13(a) hereof and responding to the Premises upon receipt of a signal from the Premises pursuant to the U.L. standards of the U.L. certification issued as of the date of commencement of monitoring service.
14. Subscriber agrees that Company's obligations hereunder are waived and released automatically without notice and without liability to Company for any general, special, incidental, exemplary, punitive or consequential expense, loss or damage to Subscriber, in case the Central Station, telephone network equipment, or facilities necessary to operate the System or Central Station are destroyed, damaged, or inoperable for any reason whatsoever, for the duration of such interruption of service.

15. Subscriber agrees that Company has no responsibility for the condition or operation of any equipment, system, device, or property of any sort of Subscriber, Dealer, the telephone company or others. If the System transmits signals by wire (telephone circuit), Subscriber acknowledges that (a) the communication between the System at the Premises and Company's central station is via the telephone lines, (b) the telephone lines may not transmit the communication from the System, and lines may not transmit the communication from the System, and © Company's sole obligation under such circumstances is to notify the telephone company that the telephone line is not operation when Company receives information advising it of said problem. If the System or its devices transmits signals by radio telemetry, Subscriber understands that a radio telemetry system is non-supervised reporting device which requires operable antennae and non interference with radio wave transmission for a receiver/transmitter and/or central station; if there is interference of the transmissions of if the antennae are inoperative, signal can be transmitted by the devices or System and/or received by the central station while the interference and/or inoperative condition continues.
16. If claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued or the action, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.
17. The instrument contains the entire Agreement between the parties here to with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceable to any extent, the validity and enforceability of the remainder of the provision and the instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by the parties to be binding on the parties.
18. The acceptance of this Agreement in writing or by course of the conduct or payment by Subscriber to Dealer waives all terms and conditions contained in any purchase order, acknowledgment or contract submitted by Subscriber and Subscriber agrees that no other terms or conditions contained in any Subscriber document, unless signed by an authorized officer of Company, whether those terms or conditions be additional to, different from, or conflicting with the terms and conditions hereof, shall be deemed included herein or agree to by Company. Neither the failure of Company to object to any communication from Subscriber, nor any performance by Company shall be deemed an acceptance of any terms or conditions which are additional to, different from, or contracting with the terms and conditions contained herein.
19. If at any time after the date hereof, additional services are authorized by Subscriber, all services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional services.
20. Company reserves the right to subcontract for the provision of services under this Agreement. Subscriber agrees and acknowledges that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to Subscriber, and bind Subscriber to said subcontractor(s) with the same force and effect as they bind Subscriber to Company. Subscriber specifically agrees to defend, indemnify and hold harmless Company from and against all claims by any subcontractor engaged by Company.
21. Subscriber acknowledges that Company may record wire and oral communications and hereby consents and authorizes Company to so record all such communication between Company, Subscriber and/or Subscriber's agents, servants, employees and/or representative.
22. Subscriber agrees to pay without recourse or to reimburse Company for all charges, fees, expenses, permits, etc., by any utility or local, state or federal government or agency, relating to the services Provided under this Agreement.
23. Subscriber agrees that System monitoring information, notification information, and all other information used by Company to perform services under this Agreement shall be in writing only. All changes or modifications of information shall be in writing only. No oral communication shall be binding on the Company.
24. If the System is Remote, Programmable, Subscriber agrees that all Subscriber requests shall be in writing or, if oral, shall be recorded by Company and Subscriber hereby consents to such recording pursuant to Paragraph 21 hereof. Further, Subscriber agrees that all Remote Programmable changes or additions to service provided by the Company shall automatically be subject to the terms and conditions of this Agreement only, except that all additional charges, if any, shall be paid by Subscriber to Dealer upon receipt of Invoice for same.
25. Subscriber agrees that Company shall have no responsibility for the monitoring of medical alert signals except to the extent and as defined in the Medical Alert Rider to this Agreement which must be executed by Subscriber as a condition precedent to the monitoring of medical alert signals by Company. Subscriber agrees that unless a Medical Alert Rider is executed by Subscriber, Company shall be exculpated from any and all liability whatsoever in connection with, arising out of or from, or resulting from receipt of any medical alert signal(s) from Subscriber or Subscriber's premises. If Subscriber executes a Medical Alert Rider, Company's liability shall be subject to paragraph three (3) hereof.
26. Subscriber acknowledges and agrees that it is Subscriber's specific intent that all medical alert signals shall be deemed by the parties to be general emergency signals (hereinafter "General Emergency Signals") and NOT signals denoting any medical emergency requiring Company to contact or dispatch any medical, hospital, ambulance, or other like entity, person or service (hereinafter "Medical Assistance"). Subscriber agrees that it is Subscriber's sole responsibility to (i) prepare for any medical emergency, and (ii) contact or dispatch, and/or make other

Subscriber acknowledges that Company may record wire or oral communication between Company and Subscriber's employees.

SECOND AMENDMENT TO MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Second Amendment to the Master Subscription and Services Agreement ("Amendment") is made as of this 28th day of February, 2023, between Binti, Inc. with an address at 1212 Broadway, Suite 200, Oakland, CA 94612 ("Binti"), and the Board of County Commissioners of Moffat, State of Colorado, with an address at 221 West Victory Way, Suite 130, Craig, CO 81625 ("Licensee").

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

1. Effective Date of this Amendment. The effective date of this Amendment is January 1, 2023, regardless of date it is signed by both Parties.

2. Identification of Original Agreement. The Parties entered into a written agreement entitled Master Subscription and Services Agreement ("Agreement"), with an Effective Date on August 4, 2020, to remain effective through December 31, 2021. Said Agreement may renew for additional consecutive terms of twelve (12) months (each a "Renewal Term"), upon mutual written agreement by the parties. Said Agreement is incorporated herein by reference and, except as amended herein, this Amendment is subject to the terms of said Agreement and any previous amendments referencing said Agreement.

3. Amendments. Binti and Licensee now desire to amend the Agreement and the prior amendments thereto, if any, as follows:

a. To renew the Agreement for another Renewal Term of one year from January 1, 2023, to December 31, 2023.

b. To amend the Agreement Paragraph "4.(a) Fees." to include the following language at the end of the paragraph:

"For the 12-month Renewal Term starting January 1, 2023, Licensee will pay Binti \$8,487.20 for the licensing/approvals module of the Platform; and, \$7,320.21 for the public facing website, for a total amount of \$15,807.41 (collectively, included as "Fees")."

c. To amend the Agreement Paragraph "6.(b) Compensation/Appropriation." to include the following at the end of the paragraph:

"Notwithstanding the other terms and conditions of this Paragraph, as amended, for the 12-month Renewal Term starting January 1, 2023, the amount to be expended pursuant to this Agreement shall not exceed Fifteen Thousand Eight Hundred Seven Dollars and Forty-One Cents (\$15,807.41), subject to additions and deductions pursuant to authorized change orders. The Board of County Commissioners of the County of Moffat has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount."

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

IN WITNESS WHEREOF, Binti and Licensee have set their hands and seals.

ATTEST:

BOARD OF COUNTY
COMMISSIONERS
MOFFAT COUNTY, COLORADO

Clerk to the Board

Tony Bohrer, Chair

Date

BINTI:

By: _____

Jamie Gray

(Signature)

Title: Jamie Gray, Assistant Secretary

Date: _____

02 / 14 / 2023

JANUARY 01, 2023 THRU JANUARY 31, 2023

FUND	BEGINNING BALANCE	REVENUES-----				DISBURSEMENTS-----				ENDING BALANCE
		CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	
GENERAL FUND	26,918,243.11		609,877.70					-21,364.28	-1,676,775.50	25,829,981.03
ROAD & BRIDGE FUND	12,053,032.29		356,080.91		57,499.11	2,040.97		-3,126.35	-407,670.65	12,057,856.28
DEPARTMENT OF HUMAN SERVICES	1,418,498.52		91,973.09						-220,473.76	1,289,997.85
ACET	193,245.35		58,500.00						3,120.92	254,866.27
MOFFAT COUNTY LOC MKRT DIST	678,650.13		11,589.48						-1,892.80	688,346.81
CONSERVATION TRUST FUND	173,172.84		367.53					-3.68		173,536.69
MOFFAT COUNTY PUBLIC HEALTH	714,069.96		71,182.66						-43,781.91	741,470.71
LANDFILL	1,538,442.85		56,149.67					-528.85	-42,276.49	1,551,787.18
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	608,567.65		153,427.14			1,108.89			-189,082.77	574,020.91
COUNTY HEALTH & WELFARE	2,778,546.78		459,507.79						-14,688.21	3,223,366.36
MEMORIAL REGIONAL HEALTH	575.46						-575.46			0.00
WARRANT FUND - COUNTY	701,981.04					2,759,116.84	-3,270,323.30			190,774.58
SHADOW MTN LOCAL IMPROVE DIST	182,169.02		4,075.27						-13.00	186,231.29
AIRPORT FUND	242,050.29		7,915.71					-66.26	-14,563.88	235,335.86
PUBLIC LIBRARY	296,552.62		2,132.33					-21.32	-24,716.93	273,946.70
COLO NORTHWEST COMM COLLEGE	10,890.52				7,219.38		-10,890.52			7,219.38
M C SCHOOLS RE#1 - GENERAL	119,378.61				79,129.42		-119,378.61			79,129.42
CAPITAL PROJECTS FUND	1,690,665.52		4,577,463.29						-9,757.00	6,258,371.81
PUBLIC SAFETY CENTER - CAP PROJ	537.07		.81							537.88
NC TELECOM ESCROW ACCOUNT	257,687.58		546.90							258,234.48
SUNSET #1 SECURITY DEPOSIT	14,990.72									14,990.72
SUNSET MEADOWS #1	667,070.68		39,322.51						-16,353.07	690,040.12
SUNSET MEADOWS #2	228,464.93		40,019.26						-30,303.62	238,180.57
SENIOR CITIZENS CENTER - 15	91,173.13		8,023.00						-22,465.54	76,730.59
SUNSET #2 SECURITY DEPOSIT	15,836.31									15,836.31
COURTHOUSE LEASE PURCHASE FUND	0.00									0.00
SCHOOLS RE#1 - BOND	0.00									0.00
CITY OF CRAIG	20,902.84				7,539.33		-20,902.84			7,539.33
TOWN OF DINOSAUR	530.90				153.63		-530.90			153.63
CAPITAL FUND - CITY OF CRAIG	1,268.32				887.19		-1,268.32			887.19
ARTESIA FIRE PROTECTION DISTRICT	270.59				189.27		-270.59			189.27
CRAIG RURAL FIRE PROTECTION DIST	8,343.41				5,836.19		-8,343.41			5,836.19
MAYBELL IRRIGATION	2,123.87				114.57					2,238.44
MAYBELL SANITATION	129,459.60		4,143.29					-41.44	-83.65	133,477.80
COLO. RIVER WATER CONSERVATION	1,814.13				1,202.43		-1,814.13			1,202.43
YELLOW JACKET CONSERVANCY DIST.	51.88				36.29		-51.88			36.29
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	0.00									0.00
MOFFAT COUNTY TOURISM -LODGING 19	185,150.48		15,893.89						-31,841.90	169,202.47
INTERNAL SER FUND-CENTRAL-DUP	94,505.93		6,143.09						-569.45	100,079.57
JUNIPER WATER CONSERVANCY DIST.	37,996.57		23.28					- .23		38,019.62
HIGH SAVERY WATER DISTRICT	0.00									0.00
UPPER YAMPA WATER CONSERVANCY	2,701.59				1,889.75		-2,701.59			1,889.75
911 FUND	579,555.88		16,130.89						-14,394.07	581,292.70
ADVANCE TAXES - REAL ESTATE	24,951.83		330.87							25,282.70
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00		1,243.14							1,243.14
COUNTY CLERK'S COLLECTION	294,990.47		366,317.86				-273,987.78			387,320.55
CHECK CHANGE ACCOUNT	0.00		115.00				-115.00			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00									0.00
PAYROLL EFT TAX PAYMENTS	0.00		284,586.60				-284,586.60			0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00									0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		161,696.56				-161,696.56			0.00
COUNTY SALES & LEASES	0.00		2,155.44							2,155.44
MOTOR VEHICLE REGIST.	0.00		3,830.46							3,830.46
2018 TREASURERS TAX DEED	5,409.02						-64.63			5,344.39
2017 TREASURERS TAX DEED	614.38									614.38
2010 TREASURER'S TAX DEED	3,912.30									3,912.30
GRAND TOTALS	53,207,046.97	0.00	7,410,765.42	0.00	161,696.56	2,762,266.70	-4,157,502.12	-25,152.41	-2,758,583.28	56,600,537.84

I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 31st day of January 2023.

Robert Razzano, Moffat County Treasurer

SPECIAL WARRANTY DEED

STATUTORY FORM – C.R.S. § 38-30-113(1)(b)

MOFFAT COUNTY, COLORADO, a body corporate and politic, whose street address is 221 W. Victory Way, Ste. 130, City of Craig, County of Moffat, and State of Colorado (“Grantor”), for the consideration of \$10.00, in hand paid, hereby sells and conveys to CRAIG HOUSING AUTHORITY, a body corporate and politic (“Grantee”), whose street address is 300 W. 4th Street, City of Craig, County of Moffat, and State of Colorado, the real property legally described as:

Lot 1A, MRH Replat #2, City of Craig, County of Moffat, State of Colorado

With all its appurtenances, and warrants the title to the same against all persons claiming under Grantor.

[signature page follows]

Moffat County, Colorado

By: _____

Name: Tony Bohrer

Title: County Commissioner

STATE OF COLORADO)

) ss:

COUNTY OF MOFFAT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023,
by Tony Bohrer as County Commissioner of Moffat County, Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

By: _____

Name: Melody Villard

Title: County Commissioner

STATE OF COLORADO)

) ss:

COUNTY OF MOFFAT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023,
by Melody Villard as County Commissioner of Moffat County, Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

By: _____

Name: Donald Broom

Title: County Commissioner

STATE OF COLORADO)

) ss:

COUNTY OF MOFFAT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023,
by Donald Broom as County Commissioner of Moffat County, Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public



MOFFAT COUNTY ROAD DEPARTMENT

2/23/2023

2023 Mag Chloride Bid Recommendation

We received only one bid for our mag chloride project. Our budget is \$500,000 for 2023.

GMCO out of Rifle bid \$0.885 per gallon. We have projected 600,000 gallons needed this year which will bring the bid total to \$528,000.00. We will either cut the concentration on some roads or shorten the length of some areas to save the \$28,000 to bring us down to budget. If fuel goes above \$5.00 per gallon based on the US Department of Energy Rocky Mountain Regional Average GMCO will charge a fuel surcharge similar to last year. As of 2/20/2023 that average was \$4.621 per gallon.

I recommend awarding the 2023 Mag Chloride bid to GMCO for \$0.885 per gallon.

Thank you,

Dan Miller

Director, Moffat County Road Department



MOFFAT COUNTY ROAD DEPARTMENT

2/23/2023

We received 2 bids for cattle guard iron this year.

Craig Steel had a total bid of \$32,284.05

Doherty Welding LLC from Pilot Rock Oregon had total bid of \$40,980.00

Our total steel budget which covers cattle guard iron and miscellaneous steel needs throughout the year is \$50,000.

I recommend accepting the bid from Craig Steel of \$32,284.05

Thank you,

Dan Miller

Director, Moffat County Road Department



MOFFAT COUNTY ROAD DEPARTMENT

2/23/2023

2023 Asphalt Aprons Project

We received only one bid for this year's asphalt project. United Companies out of Grand Junction bid a total of \$419,288.00 for the entire project. Our budget is \$300,000. We will drop the golf course road and the landfill, saving \$122,428.00, bringing the total down to \$296,860.00.

This will leave the aprons on county roads 202, 15, and 22 as well as Pence Drive, 2nd. Avenue West and the milling and overlay on the west end of 1st. Street.

I recommend awarding the asphalt bid to United Companies for a total of \$296,860.00.

Thank you,

Dan Miller

Director, Moffat County Road Department.



BID TABULATION

RFP Number:	202305	Description: Herbicides	
Issue Date:	2/10/2023	Pre-Bid Meeting:	
Submission of Questions:	2/20/223	Submission Date: 2/22/2023	
BOCC Award:	2/28/2023	Contract Time: 2/28/23-6/1/23	
Vendor		Bid Amount	
Red River Specialties LLC			\$ 21,809.90
Snyder and Counts			\$ 18,975.80

Bid Tabulation By Vendor
1
RFP #202305 - Herbicides
2023-02-22 11:00 AM MST
U031 - Red River Specialties, LLC.

Item Code	Name	Item Description	Requested Brand	Alternative Brand	Unit Price	Qty	Unit	Total Price	Notes	Attachments
Tordon 22K		2 lbs active equivalent per gal (24.4%) 70 GAL	Tordon 22K	Tordon 22K	64.98	70 gal		4548.8		Tordon 22K Label1 (2 pdf) Tordon 22K MSDS1m (1.pdf)
Vista		2 lbs active equivalent per gal (45.2%) 20 GAL	Vista	Vista	232.28	20 gal		3845.6		Vista XRT1 Label.pdf Vista XRT1 MSDS.pdf
Aquatic Glyphosate (Rodeo)		Aquatic Glyphosate (Rodeo) 5.4 lbs active equivalent per gal (53.8%) 20 GAL	Aquatic Glyphosate (Rodeo)	Aquatic Glyphosate (Rodeo)	26.45	20 gal		529.0	Bidding Agreement	akene001 (2 pdf) akene003 (3.pdf)
Telar XP		Telar XP 75% active ingredient 4 LBS	Telar XP	Telar XP	100.69	4 lbs		955.52		Telar XP Herbicide Label 2000.pdf TELARXPHERBICIDEMSDS.PDF
Escort XP		Escort XP 60% active ingredient 32 LBS	Escort XP	Escort XP	46.24	32 lbs		1479.68		Escort Label.pdf Escort XP Herbicide.pdf
Harbat		Harbat 2.0 lbs active equivalent per gal (27.77%) 20 GAL	Harbat	Harbat	124.30	20 gal		2486.0		Harbat Label (1.pdf) Harbat B05.pdf
QualPro 3-D		QualPro 3-D 41.5% active ingredients (3 Active) 10 GAL	QualPro 3-D	QualPro 3-D	32.95	10 gal		329.50	Bidding Trial Select	KG2AG2000.pdf KG2AG2000.pdf
Dicamba		Dicamba 4 lbs active equivalent per gal (46.4%) 60 GAL	Dicamba	Dicamba	48.9	60 gal		2934	Bidding Dicamba	krnt001.pdf mnt000.pdf
Piper		Piper 76% active ingredients (2 Active) 15 LBS	Piper	Piper	82	15 lbs		1230		19-45-07-28-03-2018-4116540.pdf19-55-30-28-03-2018-M16541.pdf
Method		Method 2.0 lbs active equivalent per gal (25%) 10 GAL	Method	Method	343.40	10 gal		3430.4		Method 24SL (1.pdf) Method 24SL Herbicide (2.pdf)
TOTAL								21809.3		

D599
ExcelFormat
Version
Bid
End Date
Vendor

Bid Tabulation By Vendor
1
RFP #202305 - Herbicides
2023-02-22 11:00 AM MST
D599 - Snyder & Counts Feed, Seed, & Supply

received
2/22/23

11 am
2 pm

[illegible]



BID TABULATION

RFP Number:	202306	Description: Insecticides	
Issue Date:	2/10/2023	Pre-Bid Meeting:	
Submission of Questions:	2/20/2023	Submission Date: 2/22/2023	
BOCC Award:	2/28/2023	Contract Time: 2/28/23-6/1/23	
Vendor		Bid Amount	
Snyder Counts	Recevierd 2/22/23 11:00 am		\$ 17,549.50
Adapco LLC	Recevierd 2/22/23 11:00 am		\$ 9,964.40