

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

1198 W. Victory Way Craig, Colorado 81625

(970) 824-5517

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, January 13, 2026

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Minutes:

- a) December 30 (pgs 3-6); December 31 – Special Meeting (pg 7)

Resolutions:

- b) 2026-01: Payroll (pg 8)
- c) 2026-02: Voided Check Resolution (pg 9)
- d) 2026-03: Transfer of Intergovernment Funds (pg 10)
- e) 2026-04: Official Newspaper (pg 11)
- f) 2026-05: Treasurer Depositories (pg 12)
- g) 2026-06: BCC Meeting Dates/Postings (pg 13)
- h) 2026-07: Transfer of Payment of Warrants for December 2025 (pg 14)
- i) 2026-08: Transfer of Payment of Warrants for January 2026 (pg 15)
- j) 2026-09: Payroll (pg 16)
- k) 2026-10: Correction to Resolution 2025-135 (pg 17)

Contracts & Reports:

- l) Treasurer's Reports (3) (pgs 18-23)
- m) Discharge Monitoring Report: Limestone Pit (pg 24)
- n) Clerk's Office/ERTB Recording Grant contract (pgs 25-45)
- o) Intergovernmental Agreement - Town of Dinosaur & Moffat County – Ambulance Services contract w/Town of Rangely (pgs 46 & 47)
- p) Memo of Understanding – Department of Human Services & Finance Department (pgs 48-52)
- q) Delta Dental Benefits Contract (pg 53)
- r) Department of Human Services Service Agreement w/LanguageLine Phone Interpreting Services (pgs 54-69)
- s) Moffat County Department of Public Health Volunteer Policy (pgs 70 & 71)

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



8:49 AM 1/12/2026

Public Comment/General Discussion:

Board of County Commissioners

- 1) Announce Community Volunteer Board seat appointments (pg 72)
- 2) Reappoint Colorado River District Board representative (pgs 73 & 74)

8:45 am

Public Hearing:

- 3) Planning & Zoning Department – Candace Miller
 - S-26-01 - Skull Creek Casitas Minor Sketch/Prelim (pgs 75-83)
 - S-26-02 - Kama Investments LLC Minor Sketch/Prelim (pg 84-86)
 - E-26-01 - McClatchie Benson Exemption (pgs 87-100)

Staff Reports:

- 4) Road & Bridge Department - Dayton Dowling & Bruce White
 - Bid Recommendation(s):
 - Cattle Guard Iron (pg 101)
 - Mag Chloride (pg 102)
 - Salvage Metal (pg 103)
- 5) Office of Development Services – Neil Binder & Craig Skatepark Alliance – Jon Miller
 - Sale & Operating Agreement between Moffat County & Craig Skatepark Alliance (pgs 104-110)

Adjournment

The next scheduled BOCC meeting will be Tuesday, January 27, 2026 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/iom2RJOCNrE?feature=share>

OR

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

****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



8:49 AM 1/12/2026

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

December 30, 2025

In attendance: Melody Villard, Chair; Donald Broom, Vice-Chair; Tony Bohrer, Board Member; Erin Miller, Deputy Clerk & Recorder; Cathy Nielson; Heather Brumblow; Candace Miller; Neil Binder; Jon Miller; Chris Nichols; Chip McIntyre; Nathan Businger; Max Salazar; Glenn Kelsy

Call to Order
Pledge of Allegiance

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

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

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

- a) December 9th
- b) November 18th – Executive Session
- c) Board of Public Health – December 9th

Resolutions:

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

Contracts & Reports:

- l) Treasurer's Report
- m) Municipal Jail Services agreement w/City of Craig
- n) Moffat County Public Safety Center sublease w/ City of Craig
- o) First Amendment to the Bill Credit agreement w/YVEA
- p) Ambulance Services agreement w/Rangely
- q) ~~Craig Skatepark Alliance – Sale & Operating Agreement~~
- r) Contract Amendment #1 – CH Johnson Consulting
- s) Farming Lease Amendment #2 – Sterling Rollins
- t) Letter of Support – Craig Skatepark Alliance
- u) Human Resources Department contracts:
 - Insight Global – Contract Employee Rate Sheet
 - American Fidelity, Moffat County Section 125 plan document.
 - First Amendment between 6 Degrees Health, Inc. and Memorial Regional Hospital dba Memorial Regional Health

- Plan Document Amendment # 5 For Moffat County Group Benefit Plan
- First Amendment to the Order Form: Health Plan Administration Services

v) Landfill Engineering & Environmental Services agreement w/Northwest CO Consultants, Inc.

w) NW CO Trails Corp Lease Agreement – Moto Cross Park

Item "k" was pulled to be moved to the next agenda and item "q" was pulled because it was not ready to move forward.

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

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

Public Comment/General Discussion:

No Public Comment or General Discussion

Craig/Moffat County Airport – Candace Miller

- Present Final Payment - Retainage approval for Airport project (see attached)

Miller presented a letter requesting release of final payment (retainage) to Oldcastle SW Group, dba United Companies for the airport runway rehabilitation project at the Craig/Moffat County Airport. The Release of Final Payment legal notice was advertised on December 17 and December 24 in the Craig Press. No notices or claims of outstanding payments have been received. Miller stated that the project will be closed out after the FAA does a "flight check" and she expects that to be done in the next six months.

The final payment-retainage amount is \$272,421.22; this amount is reimbursed at 90% by FAA and 3.8% by CDOT. The final physical invoices will be received after FAA review.

Bohrer moved to approve the final retainage settlement to Oldcastle SW Group, dba United Companies, for the airport runway rehabilitation project in the amount of \$272,421.22. Broom seconded the motion. Motion carried 3-0.

Presentation:

Memorial Regional Health – Kyle Miller

- Resolution 2025-134: Conveyance of Real Property Deed to County Hospital (see attached)

Memorial Regional Health had approached the Arthur Dubs Foundation, owners of a section of land directly east of the hospital, about putting a directional sign on that property. The Foundation has offered to donate the 28.55-acre parcel to the hospital. Resolution 2025-134 would designate CEO Jennifer Riley as a "Commissioner" in order "to complete the conveyance of the deed to real property and to execute on behalf of Moffat County all contracts, conveyances, closing instructions, settlement sheets and other reasonable and customary closing documents in furtherance of such transactions".

Broom moved to approve Resolution 2025-134. Bohrer seconded the motion. Motion carried 3-0.

8:45 am

Public Hearing:

Finance Department – Cathy Nielson & Heather Brumblow

- December Budget Supplemental (Resolution 2025-129 - see attached)

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

Nielson presented the December Budget Supplemental. The supplemental provides a chance for various departments to amend their budget amounts due to a change in revenues, grants or unanticipated needs. Nielson highlighted items that were \$10,000 or more.

Budget supplemental requests by category:	
Unexpected Revenue	\$ 5,522,812.34
Transfers	\$ 1,107,713.08
Increase Spending Authority	\$ 3,317,458.00
Rollovers	\$ 0.00
Downward Supplemental	\$ 223,908.99
Total Adjustments	\$ 10,233,892.41
Contingency Account History	
Balance as of January 1, 2025	\$ 625,000.00
March Supplemental	\$0.00
July Supplemental	\$0.00
December Supplemental	\$0.00
Balance as of December 31, 2025	\$ 625,000.00
Emergency Reserve Account History	
Balance as of January 1, 2025	\$ 1,380,130.00
Balance as of December 31, 2025	\$ 1,380,130.00

*Emergency Reserve is 10% of the current year's general fund budget.

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

Back in regular session, Bohrer moved to adopt Resolution 2025-129 to approve the December 2025 Budget Supplemental as presented. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:00 am

The next scheduled Board of County Commissioners meeting is Tuesday, January 13, 2026

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/UC0d8avRo294jia2irOdSXzQ>

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

December 31, 2025 – Special Meeting

In attendance: Melody Villard, Chair; Donald Broom, Vice-Chair; Erin Miller, Deputy Clerk & Recorder; Cathy Nielson

Call to Order

Commissioner Villard called the meeting to order at 10:00 am

Commissioner Bohrer was absent

Finance Department – Cathy Nielson

As pertaining to Sunset Meadows II:

- Resolution 2025-136: Transfer of Intergovernment Funds for the month(s) of October & December 2025
- **Resolution 2025-137:** Transfer of Intergovernment Funds for the month(s) of October & December 2025
(see attached)

Nielson explained that these two transfers of Intergovernment Funds should have been included in the December Budget Supplemental, but due to an oversight, they were missed. These resolutions enable a “loan” from Sunset Meadows I to Sunset Meadows II to balance their end of year books. This loan will be repaid in 2026.

Broom moved to approve Resolution 2025-136 & Resolution 2025-137. Villard seconded the motion. Motion carried 2-0.

Meeting adjourned at 10:02 am

The next scheduled BOCC meeting is Tuesday, January 13, 2026 8:30 am

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2026-01
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 12/20/2025

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

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

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

Pay Date 1/2/2026

FROM FUND:

General	0010.7000	\$291,295.56	cr
Road & Bridge	0020.7000	\$174,236.98	cr
Landfill	0070.7000	\$16,549.54	cr
Airport	0120.7000	\$445.02	cr
Library	0130.7001	\$12,786.43	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$8,311.36	cr
Mo Co Tourism	0320.7000	\$3,508.53	cr
PSC Jail	0072.7000	\$80,074.43	cr
Human Services	0030.7100	\$74,490.48	cr
Public Health	0065.7000	\$15,128.64	cr
SM I	0168.7000	\$5,302.01	cr
SM II	0169.7000	\$6,499.78	cr
TO FUND:			
Warrant	0100.1000	\$688,628.76	dr

Adopted this 13th day of January, A.D. 2026

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

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

County Commissioners, County of Moffat, State of Colorado, do hereby certify

RESOLUTION 2026-02
VOIDED WARRANTS RESOLUTION
FOR THE MONTH OF JANUARY 2026

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:

1/13/2026

TO: WARRANT FUND	10-0000-2003	\$ 100.00	CR
VOID FUND	WARRANT #	VENDOR NAME	
ROAD & BRIDGE	442347	12/30/2025	JAMES B COX
			Wrong vendor number used
FROM: WARRANT FUND	10-0000-1001	\$ 100.00	cr

Adopted this 13th day of January, 2026

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

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

WITNESS my hand and seal this 13th day of January, A.D. 2026

County Clerk & Ex-officio

RESOLUTION 2026-03
TRANSFER OF INTERGOVERNMENT FUNDS
FOR THE MONTH OF DECEMBER 2025

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

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

<i>From: (Fund)(CREDIT)</i>	<i>Amount</i>	<i>To: (Fund) (DEBIT)</i>	<i>Amount</i>
GENERAL	2,150.00	ROAD AND BRIDGE	2,150.00
SUNSET MEADOWS I	304.44	SUNSET MEADOWS I SECURITY	304.44
SUNSET MEADOWS II	\$ 288.28	SUNSET MEADOWS II SECURITY	288.28
TOTALS	<u>\$ 2,742.72</u>	TOTALS	<u>\$ 2,742.72</u>

Adopted this 13th day of January, A.D. 2026

Chairman

COUNTY OF MOFFAT)
)ss

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

WITNESS my hand and seal this 13th day of January, A.D. 2026

Clerk & Recorder

Resolution 2026-04
Official Newspaper

WHEREAS, in accordance with the laws of the State of Colorado, the County Commissioners are to designate the legal newspaper in the county whereby the County will publish the delinquent tax list;

AND WHEREAS, the legal newspaper for the county shall also publish all other legal notices of the county as may be required;

NOW THEREFORE BE IT RESOLVED, the official newspaper for Moffat County has been designated as: The Craig Press

ADOPTED, this 13th day of January 2026

Melody Villard, Chair
Board of County Commissioners

State of Colorado)
)§
County of Moffat)

I, Erin Miller, Deputy 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 13th day of January 2026

(Deputy) County Clerk and Ex-Officio to the
County Commissioners, Moffat County
State of Colorado; Stacy Morgan

Resolution 2026-05
Treasurer – Approved Depositories

WHEREAS, the County Commissioners are required by law to designate the depositories in which the county Treasurer shall invest County funds:

NOW THEREFORE BE IT RESOLVED, in accordance with C.R.S. 30-10-708, said Treasurer shall be instructed to keep county funds in the following approved Depositories of Investments: (Resolution may be amended with additional qualified fund designations as needed)

Bank of the San Juans
600 Yampa Avenue
Craig, Co 81625

Bank of Colorado
250 W. Victory Way
Craig, CO 81625

Yampa Valley Bank
435 Mack Lane
Craig, CO 81625

Colorado Surplus Funds Trust: Established under the rules of C.R.S. 24-75-701 et seq., as amended.

The County Treasurer is solely empowered to invest funds not immediately required to be disbursed, in the following funds:

COLO Trust
717 17th Street, Ste 1850
Denver, CO 80202

C. Safe
1600 Broadway, Ste. 1100
Denver, Co 80202

CSLIP
Centennial State
Liquid Investment Pool
1801 Broadway, Ste 434
Denver, CO 80202

Any Eligible Public Depositories that are currently on the PDPA
(Public Deposit Protection Act) approved list of depositories

Adopted this 13th day of January 2026

Melody Villard, Chair
Board of County Commissioners

STATE OF COLORADO)
)
COUNTY OF MOFFAT)

I, Erin Miller, Deputy 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 13th day of January 2026

Resolution 2026 -06
Posting Meeting Dates

WHEREAS, per C.R.S. 30-10-303, all meeting dates for the Board of County Commissioners shall be published;

AND WHEREAS, the Board of County Commissioners have determined that all meeting dates along with Board of County Commissioners schedules and agendas shall be posted in the main corridor of the Courthouse in a designated location, and on the County website.

AND WHEREAS, such special or emergency meetings shall be posted in the main corridor of the Courthouse and on the County website, as soon as said information is available.

AND WHEREAS, it is in the best interest of the public to be informed as timely as possible in the event a posted meeting is cancelled.

NOW THEREFORE BE IT RESOLVED said meeting dates shall be the second and fourth Tuesdays of each month. Any changes will be posted 24 hours ahead of time. In the event a meeting is cancelled, notice of such cancellation shall be posted as timely as possible.

Adopted this 13th day of January 2026.

Melody Villard, Chair
Board of County Commissioners

State of Colorado)
)
County of Moffat)

I, Erin Miller, Deputy 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 13th day of January 2026.

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

RESOLUTION 2026-07
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF DECEMBER 2025

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

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

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

FROM FUND:	Check Date:	1/13/2026
General	110	\$137,867.19 CR 0010.7000
Road & Bridge	200	\$38,974.65 CR 0020.7000
Landfill	240	\$224.23 CR 0070.7000
Airport	260	\$543.31 CR 0120.7000
Emergency 911	270	\$4,643.44 CR 0350.7000
Capital Projects	510	\$7,547.50 CR 0160.7000
Conservation Trust	211	CR 0060.7000
Library	212	\$3,086.59 CR 0130.7001
Maybell Sanitation	610	\$1,456.02 CR 0280.7000
Health & Welfare	720	\$390,799.36 CR 0080.7000
Senior Citizens	215	CR 0170.7000
Internal Service Fund	710	\$660.62 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	\$74,511.35 CR 0072.7000
Human Sevices	220	\$5,593.20 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
ACET	275	\$3,524.16 CR 0040.7000
Shadow Mountain LID	530	CR 0110.7000
MC Local Marketing District	231	\$28,011.53 CR 0050.7000
To Fund Warrant		\$697,443.15 DR

Adopted this _____ day of _____

2026

Chairman

RESOLUTION 2026-08
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JANUARY 2026

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:	1/13/2026
General	110	\$196,716.72 CR 0010.7000
Road & Bridge	200	\$15,463.36 CR 0020.7000
Landfill	240	\$2,221.87 CR 0070.7000
Airport	260	\$1.21 CR 0120.7000
Emergency 911	270	CR 0350.7000
Capital Projects	510	CR 0160.7000
Conservation Trust	211	CR 0060.7000
Library	212	\$145.12 CR 0130.7001
Maybell Sanitation	610	\$1,200.00 CR 0280.7000
Health & Welfare	720	CR 0080.7000
Senior Citizens	215	\$438.24 CR 0170.7000
Internal Service Fund	710	\$666.83 CR 0325.7000
Lease Purchase Fund	410	CR 0175.7000
NCT Telecom	520	CR 0166.7000
Mo Co Tourism Assoc	219	\$3,073.25 CR 0320.7000
PSC - JAIL	210	\$4,432.33 CR 0072.7000
Human Sevices	220	\$4,382.33 CR 0030.7100
Public Health	250	\$1,702.85 CR 0065.7000
Sunset Meadows I	910	\$2,433.86 CR 0168.7000
Sunset Meadows I Security	910	CR 0167.7000
Sunset Meadows II	920	\$1,983.51 CR 0169.7000
Sunset Meadows II Security	920	CR 0171.7000
ACET	275	CR 0040.7000
Shadow Mountain LID	530	CR 0110.7000
MC Local Marketing District	231	CR 0050.7000
To Fund Warrant		\$234,861.48 DR

Adopted this 13th day of January, 2026

Chairman

RESOLUTION 2026-09
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 1/3/2026

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 1/16/2026

FROM FUND:

General	0010.7000	\$322,686.34	cr
Road & Bridge	0020.7000	\$191,877.74	cr
Landfill	0070.7000	\$18,341.12	cr
Airport	0120.7000	\$487.06	cr
Library	0130.7001	\$12,405.83	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$8,514.83	cr
Mo Co Tourism	0320.7000	\$3,921.28	cr
PSC Jail	0072.7000	\$89,629.16	cr
Human Services	0030.7100	\$80,913.04	cr
Public Health	0065.7000	\$16,070.71	cr
SM I	0168.7000	\$5,958.54	cr
SM II	0169.7000	\$7,308.05	cr

TO FUND:

Warrant	0100.1000	\$758,113.70	dr
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Adopted this 13th day of January, A.D. 2026

 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

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

RESOLUTION 2026-10
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF DECEMBER 2025
CORRECTION to Resolution 2025-135

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

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

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

FROM FUND:	Resolution Date:	1/13/2026		
General	110	DR	0010.7000	
Road & Bridge	200	CR	0020.7000	
Landfill	240	CR	0070.7000	
Airport	260	CR	0120.7000	
Emergency 911	270	CR	0350.7000	
Capital Projects	510	CR	0160.7000	
Conservation Trust	211	CR	0060.7000	
Library	212	CR	0130.7001	
Maybell Sanitation	610	CR	0280.7000	
Health & Welfare	720	(\$300,000.00)	CR	0080.7000
Senior Citizens	215	CR	0170.7000	
Internal Service Fund	710	CR	0325.7000	
Lease Purchase Fund	410	CR	0175.7000	
Telecommunications	520	CR	0166.7000	
Mo Co Tourism Assoc	219	CR	0320.7000	
PSC - JAIL	210	CR	0072.7000	
Human Sevices	220	CR	0030.7100	
Public Health	250	CR	0065.7000	
Sunset Meadows I	910	CR	0168.7000	
Sunset Meadows I Security	910	CR	0167.7000	
Sunset Meadows II	920	CR	0169.7000	
Sunset Meadows II Security	920	CR	0171.7000	
ACET	275	CR	0040.7000	
Shadow Mountain LID	530	CR	0110.7000	
MC Local Marketing District	231	CR	0050.7000	
To Fund Warrant		(\$300,000.00)	DR	

SEMI ANNUAL REPORT OF MOFFAT COUNTY TREASURER
JANUARY 01, 2025 THRU DECEMBER 31, 2025

MOTOR VEHICLE REGIST.	0.00	68,620.54	-68,620.54	0.00
2023 TREASURERS TAX DEED	483.83	17,390.49	-12,559.28	5,315.04
2025 TREASURERS TAX DEED	240.98	35,001.02	-25,418.51	9,823.49
2010 TREASURER'S TAX DEED	2,022.14	21,427.65	-17,728.43	5,721.36
2024 TREASURER DEED'S	11,052.46	-997.18	-9,098.12	957.16
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GRAND TOTALS	62,378,860.42	28,007,417.74	43,316,283.20	109,475.47
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			2,966,473.38	48,409,449.57
			-73,547,911.10	-827,231.87
				-49,672,749.57
				61,140,067.24
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I, Robert Razzano, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true and just copy of the fund balances, receipts and disbursements of the reports of my office, to the best of my knowledge and belief.

Respectfully submitted,

Robert Razzano, County Treasurer

The above and foregoing statement of the semi-annual condition of the funds of Moffat County, Colorado at the close of business December 31st 2025 is a true copy of the statement furnished the Board of County Commissioners by Robert Razzano, Treasurer of Moffat County, Colorado.

Melody Villard
Chairperson

Tony Bohrer

Donald Broom

SEMI ANNUAL REPORT OF MOFFAT COUNTY TREASURER
JULY 01, 2025 THRU DECEMBER 31, 2025

FUND	REVENUES-----						DISBURSEMENTS-----				ENDING BALANCE
	BEGINNING BALANCE	CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT		
GENERAL FUND	34,496,399.77	244,592.71	4,667,094.53	28,920.69		465,610.50			-133,121.61	-10,337,863.93	29,431,632.66
ROAD & BRIDGE FUND	10,840,776.75		3,418,753.27		466,427.38	14,216.50		-28,447.24	-4,350,609.16	10,361,117.50	
DEPARTMENT OF HUMAN SERVICES	1,683,165.23	13,987.43	940,984.18	1,656.90		651.04			-1,137,655.69	1,502,789.09	
ACET	326,172.14		855.17						-24,826.38	302,200.93	
MOFFAT COUNTY LOC MRKT DIST	397,567.68		218,665.78						-174,030.88	442,202.58	
CONSERVATION TRUST FUND	169,373.67		28,272.77						-282.73	-22,199.40	175,164.31
MOFFAT COUNTY PUBLIC HEALTH	1,099,277.63	3,946.45	256,251.59	467.77		64.62			-299,051.15	1,060,956.91	
LANDFILL	1,491,258.94		758,765.46						-7,302.32	-313,032.88	1,929,689.20
POST CLOSURE - LANDFILL	218,000.00										218,000.00
PSC - JAIL FUND	3,278,550.20		710,397.88			1,033.80			-1,515,200.82	2,474,781.06	
COUNTY HEALTH & WELFARE	2,291,295.75		3,244,401.64			2,704,437.24			-4,512,056.90	3,728,077.73	
MEMORIAL REGIONAL HEALTH	304,630.60	37,466.31		4,438.05		1,743.13	-346,577.96				1,700.13
WARRANT FUND - COUNTY	784,879.86					20,015,203.60	-19,873,453.26				926,630.20
SHADOW MTN LOCAL IMPROVE DIST	189,539.69		2,995.49						-9,381.46		183,153.72
AIRPORT FUND	352,568.57		555,182.21			500,280.40			-4,383.81	-615,444.29	788,203.08
PUBLIC LIBRARY	582,634.33		45,830.66			547.11			-458.29	-222,778.63	405,775.18
COLO NORTHWEST COMM COLLEGE	319,210.99	37,477.50		4,439.64	58,219.02	1,746.58	-411,150.61		-436.62		9,506.50
M C SCHOOLS RE#1 - GENERAL	3,281,652.97	377,138.25		42,650.07	712,479.77	18,593.78	-4,317,614.66		-1,331.67		113,568.51
CAPITAL PROJECTS FUND	2,539,778.24		288,567.99			329,770.98			-178,917.11		2,979,200.10
PUBLIC SAFETY CENTER - CAP PROJ	564.83		5.69								570.52
NC TELECOM ESCROW ACCOUNT	252,274.66		4,494.12						-5,604.54		251,164.24
SUNSET #1 SECURITY DEPOSIT	20,987.43		3,253.00						-4,779.72		19,460.71
SUNSET MEADOWS #1	967,938.67		255,276.02			28,381.83			-193,461.38		1,058,135.14
SUNSET MEADOWS #2	40,608.01		263,904.51			30,682.00			-286,810.66		48,383.86
SENIOR CITIZENS CENTER - 15	393,623.60		56,058.79			642.61			-136,161.64		314,163.36
SUNSET #2 SECURITY DEPOSIT	18,849.40		1,838.00						-2,467.58		18,219.82
COURTHOUSE LEASE PURCHASE FUND	0.00					390,125.00			-390,125.00		0.00
SCHOOLS RE#1 - BOND	662,643.35	81,512.03		9,654.67			-753,790.64				19.41
CITY OF CRAIG	307,668.62	105,233.28		-2,126.15	62,386.05	21,474.05	-473,954.02		-2,023.20		18,658.63
TOWN OF DINOSAUR	1,839.83	2,261.92		82.92	986.06	541.45	-5,274.76		-45.83		391.59
CAPITAL FUND - CITY OF CRAIG	34,916.23	12,383.30		-250.20	7,341.27		-53,166.44		-238.07		986.09
ARTESIA FIRE PROTECTION DISTRICT	1,991.48	1,966.25		36.55	1,530.12		-5,221.75		-97.12		205.53
CRAIG RURAL FIRE PROTECTION DIST	262,621.13	32,409.73		-432.40	44,035.03		-331,160.23		-1,554.31		5,918.95
MAYBELL IRRIGATION	1,247.11	3,976.35			989.20						6,212.66
MAYBELL SANITATION	195,360.37		25,410.24						-254.11	-15,107.79	205,408.71
COLO. RIVER WATER CONSERVATION	51,256.64	6,256.25		739.65	9,719.35	292.66	-66,332.05		-344.35		1,588.15
YELLOW JACKET CONSERVANCY DIST.	2,579.12	75.69		.20	294.55		-2,906.33		-3.67		39.56
MUSEUM OF NORTHWEST COLORADO	0.00										0.00
SAVERY LITTLE SNAKE RIVER WATER CO	639.44	905.16		901.63			-2,357.06		-89.17		0.00
MOFFAT COUNTY TOURISM - LODGING 19	177,761.67		106,560.07						-62,032.68		222,289.06
INTERNAL SER FUND-CENTRAL-DUP	97,937.47		5,767.26						-3,303.34		100,401.39
JUNIPER WATER CONSERVANCY DIST.	39,548.55		308.42								39,853.88
SAVERY LITTLE SNAKE RIVER CONS DIS	0.00	66.55	3,272.50				-3,339.05				0.00
UPPER YAMPA WATER CONSERVANCY	94,751.55	1,654.12		.38	13,078.12		-107,645.38		-82.12		1,756.67
911 FUND	825,622.72		119,170.49			4,575.60			-38,852.53		910,516.28
ADVANCE TAXES - REAL ESTATE	643.64		47,555.24								643.64
ADVANCED TAXES - 2012	0.00										47,555.24
ADVANCE TAXES - MOBILE HOMES	0.00										0.00
COUNTY CLERK'S COLLECTION	592,810.76		2,827,004.51				-2,770,164.32				649,650.95
CHECK CHANGE ACCOUNT	0.00		12,059.72				-12,059.72				0.00
TAX LIEN SALE COLLECTIONS	0.00										0.00
TAX LIEN SURFACE OWNER COLLECTIONS	0.00		2,649.64				-2,649.64				0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		157,805.56				-157,805.56				0.00
PAYROLL EFT TAX PAYMENTS	0.00		2,322,130.55				-2,160,423.79				161,706.76
CRAIG DIST ADVISORY GRAZING BOARD	0.00		11,784.41				-11,666.57		-117.84		0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00										0.00
SPECIFIC OWNERSHIP	0.00		1,377,485.92				-1,377,485.92				0.00
COUNTY SALES & LEASES	111.77		34,423.01						-34,534.78		0.00

MOTOR VEHICLE REGIST.	0.00	36,124.16	-36,124.16	0.00
2023 TREASURERS TAX DEED	5,868.31	5,546.83	-6,100.10	5,315.04
2025 TREASURERS TAX DEED	240.98	16,903.46	-7,320.95	9,823.49
2010 TREASURER'S TAX DEED	6,062.84	15,607.05	-15,948.53	5,721.36
2024 TREASURER DEED'S	6,221.65	642.48	-5,906.97	957.16
GRAND TOTALS	69,711,924.84	963,309.28	22,850,060.27	91,180.37
				1,377,485.92
				24,530,614.48
				-33,281,476.27
				-180,617.17
				-24,922,414.48
				61,140,067.24

I, Robert Razzano, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true and just copy of the fund balances, receipts and disbursements of the reports of my office, to the best of my knowledge and belief.

Respectfully submitted,

Robert Razzano, County Treasurer

The above and foregoing statement of the semi-annual condition of the funds of Moffat County, Colorado at the close of business December 31st 2025 is a true copy of the statement furnished the Board of County Commissioners by Robert Razzano, Treasurer of Moffat County, Colorado.

Melody Villard
Chairperson

Tony Bohrer

Donald Broom

MONTHLY REPORT OF MOFFAT COUNTY TREASURER
NOVEMBER 29, 2025 THRU DECEMBER 31, 2025

FUND	REVENUES						DISBURSEMENTS				ENDING BALANCE
	BEGINNING BALANCE	CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT		
GENERAL FUND	32,269,090.08	48.25	679,410.25	10.02		441,521.11			-21,544.21	-3,936,902.84	29,431,632.66
ROAD & BRIDGE FUND	11,003,510.15		395,230.28		62,650.99	6,511.04			-3,403.21	-1,103,381.75	10,361,117.50
DEPARTMENT OF HUMAN SERVICES	1,527,211.79	2.75	131,003.92	.58		631.70				-156,061.65	1,502,789.09
ACET	304,163.86									-1,962.93	302,200.93
MOFFAT COUNTY LOC MRKT DIST	426,758.74		15,443.84								442,202.58
CONSERVATION TRUST FUND	172,425.46		14,791.27						-147.91	-11,904.51	175,164.31
MOFFAT COUNTY PUBLIC HEALTH	1,075,373.87	.78	23,573.22	.16						-37,991.12	1,060,956.91
LANDFILL	1,750,636.16		244,465.10						-2,391.03	-63,021.03	1,929,689.20
POST CLOSURE - LANDFILL	218,000.00										218,000.00
PSC - JAIL FUND	2,706,608.58		100,325.26							-332,152.78	2,474,781.06
COUNTY HEALTH & WELFARE	1,699,419.61		824,068.34							-1,295,410.22	3,728,077.73
MEMORIAL REGIONAL HEALTH	4,663.46	7.38		1.54		2,500,000.00	1,691.21	-4,663.46			1,700.13
WARRANT FUND - COUNTY	770,863.67					3,783,756.38	-3,627,989.85				926,630.20
SHADOW MTN LOCAL IMPROVE DIST	183,055.56		98.16								183,153.72
AIRPORT FUND	399,396.42		2,566.00			500,280.40			-12.02	-114,027.72	788,203.08
PUBLIC LIBRARY	452,800.27		2,295.88						-22.96	-49,298.01	405,775.18
COLO NORTHWEST COMM COLLEGE	13,782.80	7.39		1.55	7,820.04	1,694.55	-13,782.80		-17.03		9,506.50
M C SCHOOLS RE#1 - GENERAL	158,948.55	74.31		14.82	95,701.00	17,958.22	-158,948.55		-179.84		113,568.51
CAPITAL PROJECTS FUND	2,728,297.23		251,428.24			11,507.59				-12,032.96	2,979,200.10
PUBLIC SAFETY CENTER - CAP PROJ	569.53		.99								570.52
NC TELECOM ESCROW ACCOUNT	251,755.16		771.12							-1,362.04	251,164.24
SUNSET #1 SECURITY DEPOSIT	21,831.64		-10.00							-2,360.93	19,460.71
SUNSET MEADOWS #1	1,026,184.89		44,291.99				28,381.83			-40,923.57	1,058,135.14
SUNSET MEADOWS #2	46,963.02		47,346.16				27,514.00			-73,439.32	48,383.86
SENIOR CITIZENS CENTER - 15	336,357.99		4,778.75							-26,973.38	314,163.36
SUNSET #2 SECURITY DEPOSIT	18,981.24		495.00							-1,256.42	18,219.82
COURTHOUSE LEASE PURCHASE FUND	0.00										0.00
SCHOOLS RE#1 - BOND	10,145.18	16.06		3.35			-10,145.18				19.41
CITY OF CRAIG	20,832.35					8,379.76	10,278.87	-20,832.35			18,658.63
TOWN OF DINOSAUR	710.77					132.45	259.14	-710.77			391.59
CAPITAL FUND - CITY OF CRAIG	2,451.43					986.09		-2,451.43			986.09
ARTESIA FIRE PROTECTION DISTRICT	592.01					205.53		-592.01			205.53
CRAIG RURAL FIRE PROTECTION DIST	10,871.90	3.60		.72	5,914.83		-10,871.90		.20		5,918.95
MAYBELL IRRIGATION	6,079.79					132.87					6,212.66
MAYBELL SANITATION	205,581.86		2,810.85					-28.11	-2,955.89		205,408.71
COLO. RIVER WATER CONSERVATION	2,271.44	1.20		.25	1,305.51	284.10	-2,271.44		-2.91		1,588.15
YELLOW JACKET CONSERVANCY DIST.	76.73					39.56		-76.73			39.56
MUSEUM OF NORTHWEST COLORADO	0.00										0.00
SAVERY LITTLE SNAKE RIVER WATER CO	15.50							-15.50			0.00
MOFFAT COUNTY TOURISM - LODGING	219,086.35		13,186.40							-9,983.69	222,289.06
INTERNAL SER FUND-CENTRAL-DUP	99,311.47		1,089.92								100,401.39
JUNIPER WATER CONSERVANCY DIST.	39,801.95		52.45								39,853.88
SAVERY LITTLE SNAKE RIVER CONS DIS	0.00										0.00
UPPER YAMPA WATER CONSERVANCY	2,072.47										1,756.67
911 FUND	893,185.58		25,725.95			1,756.67		-2,072.47			-8,395.25
ADVANCE TAXES - REAL ESTATE	643.64										643.64
ADVANCED TAXES - 2012	0.00		47,555.24								47,555.24
ADVANCE TAXES - MOBILE HOMES	0.00										0.00
COUNTY CLERK'S COLLECTION	525,874.36		451,468.78					-327,692.19			649,650.95
CHECK CHANGE ACCOUNT	0.00		221.64					-221.64			0.00
TAX LIEN SALE COLLECTIONS	0.00										0.00
TAX LIEN SURFACE OWNER COLLECTIONS	0.00										0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		5,045.21					-5,045.21			0.00
PAYROLL EFT TAX PAYMENTS	0.00		486,929.55					-325,222.79			161,706.76
CRAIG DIST ADVISORY GRAZING BOARD	0.00										0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00										0.00
SPECIFIC OWNERSHIP	0.00		185,025.30					-185,025.30			0.00
COUNTY SALES & LEASES	33,415.90		7.18							-33,423.08	0.00

MOTOR VEHICLE REGIST.	12,773.69	4,275.36							-17,049.05	0.00
2023 TREASURERS TAX DEED	5,620.80	36.56						-342.32		5,315.04
2025 TREASURERS TAX DEED	9,823.49								9,823.49	
2010 TREASURER'S TAX DEED	6,520.05	-2.29						-796.40		5,721.36
2024 TREASURER DEED'S	957.16									957.16
GRAND TOTALS	61,676,565.60	161.72	4,005,801.87	32.99	185,025.30	7,332,270.14	-4,699,770.29	-27,749.95	-7,332,270.14	61,140,067.24

I, Robert Razzano County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 31st day of December 2025.

Robert Razzano, Moffat County Treasurer

Examined by Board of the Moffat County Commissioner

Melody Villard
Chairperson

Tony Bohrer

Donald Broom

PERMITTEE NAME /ADDRESS (Include Facility Name/Location if Different)
 NAME Morfat County Road Department
 ADDRESS P.O. Box 667
 Craig, CO 81626

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT (DMR)
 (2-16) (17-19)

COG502063	002A
PERMIT NUMBER	DISCHARGE NUMBER

Form Approved.
 OMB No. 2040-0004
 Approval expires 05-31-98

FACILITY LOCATION Limestone Pit #10
 27250 CR 10, Maybell, CO

Check here if No Discharge

NOTE: Read Instructions before completing this form

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61)			(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) (54-61)				NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)	
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS				
	SAMPLE MEASUREMENT											
	PERMIT REQUIREMENT											
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	PERMIT REQUIREMENT											
NAME/TITLE PRINCIPAL EXECUTIVE OFFICER		I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.					TELEPHONE		DATE			
Melody Villard BOCC							970 824-3211		2026	01	13	
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT					AREA CODE	NUMBER	YEAR	MO	DAY	
COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)												



ELECTRONIC RECORDING TECHNOLOGY BOARD

December 15, 2025

Stacy Morgan

Moffat County Clerk and Recorder
1198 W Victory Way
Craig, CO 81625

Dear Clerk Morgan,

On behalf of the Electronic Recording Technology Board, we are pleased to inform you that your county has been awarded a grant in the amount of \$68,622.00 from the Electronic Recording Technology Fund.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions as they are requirements of this Grant to which the County agrees by accepting the Grant Funds.

Once you have reviewed the Grant Award Letter, please email Executive Director Michelle Batey at ertbexecutivedirector@gmail.com with the name, title, and email address of the County Commissioner who will sign the grant agreement. He or she will then be routed a grant agreement to sign through DocuSign. There will be no need to mail any hard copies of the grant agreement.

Additionally, please email an invoice to ertbexecutivedirector@gmail.com.

If you have questions regarding this Grant, please contact: Executive Director Michelle Batey at 303-356-2174 or by email ertbexecutivedirector@gmail.com.

Sincerely,

Elliot Reaven, Treasurer
Electronic Recording Technology Board

State of Colorado

Intergovernmental Grant Award Letter and Agreement

State Agency

Electronic Recording Technology Board
(ERTB), Colorado Department of State (CDOS)

Grantee

Board of County Commissioners of Moffat
County

Grant Amount

State Fiscal Year 2025-2026 \$68,622.00

Grant Issuance Date

The later of the December 15, 2025 or the date the State Controller or an authorized delegate signs this Grant Letter

Grant Expiration Date

June 30, 2029

Fund Expenditure End Date

June 30, 2029

Total for all State Fiscal Years \$68,622.00

Agreement Authority -

§ 24-21-401 et seq, C.R.S., particularly § 24-21-404, C.R.S.

Grant Purpose

By statute, the ERTB has the authority to award grants to counties in the State of Colorado to:

- Establish, maintain, improve, or replace their electronic filing systems; and
- Improve the security of a county's general information technology systems, if the improvement is necessary to improve the security of the county's electronic filing system.

The purpose of this grant is described more fully in the County's grant application (Exhibit A, Statement of Work).

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §17 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Statement of Work.

Principal Representatives

For the State:

Elliot Reaven

Colorado Department of State

1700 Broadway

Ste 550

Denver, CO, 80290

For Grantee:

Stacy Morgan

Moffat County Clerk and Recorder

1198 W Victory Way

Craig, CO 81625

Signature Page

The Signatories Listed Below Authorize this Grant

STATE OF COLORADO

Jared S. Polis, Governor

Colorado Department of State

Jena Griswold, Secretary of State

Electronic Recording Technology Board

MOFFAT COUNTY

Board of County Commissioners of

Moffat County

Melody Villard, Chair - BOCC

By: Elliot Reaven, Treasurer, ERTB

By: Melody Villard, Chair - BOCC

Date: _____

Date: _____

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By:

Date _____

1. Grant

As of the Grant Issuance Date, the State Agency shown on the first page of the Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of the Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of the Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Agreement.

2. Term

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. Definitions

The following terms shall be construed and interpreted as follows:

- A. **“Agreement”** means this agreement, including the Grant Award Letter and all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- D. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including the Agreement, all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- E. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- F. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- G. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- H. **“Exhibits”** means exhibits and attachments included with this Agreement as shown on the first page of the Grant Award Letter.
- I. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter.
- J. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

- K. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- L. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- M. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- N. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. **“PII”** shall also mean **“personal identifying information”** as set forth at § 24-74-102, et. seq., C.R.S.
- O. **“Services”** means the services performed or to be performed by Grantee or its Subcontractors as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- P. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- Q. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

- R. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- S. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- T. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- U. **“Work”** means the past or future delivery of the Goods and performance of the Services described in this Grant Award Letter.
- V. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed

and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.B**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Final Audit Report

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall

immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

9. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in §12 for that party. Notwithstanding any provision of this agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

In addition to any remedies available under any exhibit to this Grant Agreement, if Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

I. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the federal award, then the State may, in its discretion or at the direction of a federal awarding agency, terminate this entire Agreement or any part of this agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

The State may also terminate this Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all

completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B.**

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

II. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the State in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the State and Grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the State.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. Dispute Resolution

Except as herein specifically provided otherwise or as, disputes concerning the performance of this Agreement that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

15. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. General Provisions

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. If the Work is not yet completed, then Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, 8 CCR 1501-11, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and

the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

17. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in

the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 13th day of January, 2026, by and between the TOWN OF DINOSAUR, COLORADO, a municipal corporation, party of the first part and hereinafter referred to as (the "Town") and MOFFAT COUNTY, COLORADO, a political subdivision of the State of Colorado, party of the second part and hereinafter referred to as (the "County"):

RECITALS

WHEREAS, the Town is a political subdivision of the State of Colorado; and

WHEREAS, the County is a political subdivision of the State of Colorado; and

WHEREAS, the Constitution and statutes of the State of Colorado, particularly Part 2, Article 1, Title 29, Colorado Revised Statutes, as amended, authorize political subdivisions to enter into contracts which may be of mutual benefit of both parties; and

WHEREAS, both political subdivisions are authorized by law and desire to provide ambulance services to the town of Dinosaur and surrounding areas; and

WHEREAS, the Town desires to enter into an agreement under which County contracts with Rangely District Hospital to provide ambulance services and the Town reimburses the County for half the amount of that contract; and

WHEREAS, both parties desire to reduce governmental expenditures while at the same time furnishing adequate services to the taxpayers; and

WHEREAS, the Board of Trustees of the Town of Dinosaur has authorized the execution of the Agreement between the parties; and

WHEREAS, the Board of County Commissioners of Moffat County, Colorado has authorized the execution of the Agreement between the parties.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties as follows:

1. The term of this Agreement shall be for 3 years from January 13, 2026 through January 1, 2029, unless sooner terminated as provided for herein.

2. The County shall enter into an agreement with Rangely District Hospital to provide ambulance services in the town of Dinosaur and the surrounding areas (**Attachment A**) in the amount of \$15,000.00 per year.

3. The Town shall reimburse the County \$7,500.00 on an annual basis, payable by January 15 of each contract year. This represents half of the contract amount between the County and Rangely

District Hospital.

4. The County shall be responsible for the balance of the \$15,000.00 contract amount (or \$7,500.00).

5. In the event of early termination of the contract between the County and Rangely District Hospital, the parties shall endeavor to seek an alternative solution for providing ambulance services. However, early termination of the Rangely Hospital Agreement shall not constitute a breach of this agreement.

6. In the event of a default or failure to perform any of the provisions of the Agreement by either party, the non-defaulting party may terminate this Agreement if the defaulting party does not correct the default within sixty (60) days of receiving written notice of the default from the non-defaulting party.

7. The parties recognize that this Agreement could be construed as a multi-year financial obligation prohibited by Section 20 of Article X of the Colorado Constitution (TABOR). Therefore, in the event that either party fails to appropriate necessary funds to carry out its obligations under this Agreement for any fiscal year, this Agreement shall be deemed terminated and neither party shall have any further rights or obligations under this Agreement. In August of each year, prior to budget hearings, representatives of each party shall meet in order to review operations under this Agreement in order to better assess appropriate budgets for the following year if the Agreement is continued.

IN WITNESS WHEREOF, the BOCC and the Town of Dinosaur have set their hands and seals.

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

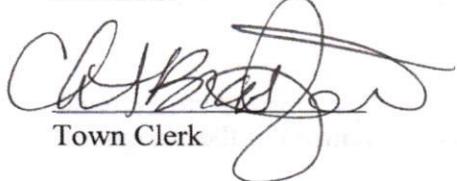
ATTEST:

By: _____
Melody Villard, Chair

Clerk to the Board

TOWN OF DINOSAUR, COLORADO,
A Municipal Corporation, acting by and
Through its Board of Trustees

ATTEST:


Town Clerk

By: 
_____, Mayor

MEMORANDUM OF UNDERSTANDING

The Board of County Commissioners of Moffat County, Moffat County Finance Department, and Moffat County Department of Human Services The Parties to this Agreement are the Moffat County Department of Human Services; a department of Moffat County hereinafter called "MCDHS" and the Moffat County Finance Department, also a department of Moffat County, hereinafter called "MCFD". Moffat County is a Colorado County, which as a subdivision of the State of Colorado, is authorized to enter into agreements.

WHEREAS, the above parties are specifically authorized to enter into agreements for the purpose of administering financial functions; and

WHEREAS, the Moffat County Director of Finance is responsible for County-wide financial and budgeting functions and policy; and

WHEREAS, the Director of Human Services is responsible for the budget and certain fiscal reporting requirements as they pertain to MCDHS; and

WHEREAS, the MCFD has and will perform financial functions necessary for the fiscal recording, reporting and funding of MCDHS; and

WHEREAS, it is in the best interest of the County to align certain fiscal tasks, avoid duplication of tasks, and cross-train personnel in these fiscal tasks; and

WHEREAS, because MCFD will serve MCDHS on behalf of the County, it is in the best interest of both entities that this Agreement be entered into;

NOW, THEREFORE, the undersigned parties hereby covenant and agree as follows:

1. This Agreement shall be deemed to be in effect for the period commencing on January 1, 2026 and to expire on or before December 31, 2026, subject to extension.
2. The project consists of MCFD performing the Fiscal Duties described on Attachment A for MCDHS.
3. MCFD is solely responsible for compiling and submitting to MCDHS the documentation required to comply with the state regulations and mandates required to obtain reimbursement for MCDHS expenses.
4. MCFD and MCDHS shall strictly comply with all applicable Federal, State and County laws, regulations and guidelines, and file documents and reports as required by them. This includes protection of the confidentiality of all recipient/applicant records, papers, documents, and any other materials that have been or may hereafter be established which relate to this Agreement. MCFD agrees that information provided by MCDHS for purposes of this Agreement shall be used only for the purpose intended and in accordance with federal and state laws and regulations. MCFD acknowledges

that the applicable laws include Title IV (Title 45 Code of Federal Regulations), and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963 and the Education Amendments of 1972, and all regulations applicable to these laws prohibiting discrimination because of race, color, national origin, handicap, age, sex and religion.

5. MCFD is solely responsible for the conduct of individuals employed by and under the direct supervision or control of MCFD.
6. MCFD shall provide for the security of information collected pursuant to this Agreement and as provided in the rules and regulations of the Colorado Department of Human Services.
7. MCFD and MCDHS shall strictly comply with all provisions and requirements of all grants or other contracts related to this Agreement.
8. This Agreement herein incorporates, and MCFD and MCDHS shall comply with, the policies and procedures as set out in Attachment A, to be revised as needed and agreed to by the Directors of both departments.
9. MCFD and MCDHS acknowledge that they have received, read and understood this Agreement.
10. MCFD and MCDHS shall have no authorization, express or implied, to bind the other party in any agreements, liability or understanding, except as may be expressly set forth herein.
11. MCFD shall not assign nor subcontract any portion of its right or duties under this Agreement without the prior written consent of MCDHS.
12. MCDHS finance specialist position is housed in the Finance Department. Operating, training, and other directly applicable costs will be paid for this position by MCDHS.
13. This agreement may be terminated by the Moffat County Board of Commissioners by written notice.
14. MCFD shall maintain such records as are deemed necessary pursuant to the Colorado Department of Human Services' rules to assure a proper accounting for all costs and funds collected.
15. The above constitutes the entire understanding of the parties, which may be modified only by the mutual written agreement of the parties.

16. This Agreement is not effective unless and until it is approved and signed by the Moffat County Board of County Commissioners as well as the Directors of the parties hereto.

COUNTY OF MOFFAT, by its Board
of County Commissioners

By: _____
Melody Villard, Chair

Date: _____

ATTEST:

Erin Miller, Deputy Clerk

MOFFAT COUNTY,
Department of Finance

By: _____
Cathy Nielson, Finance Director

Date: _____

COUNTY OF MOFFAT, Board of Human
Services

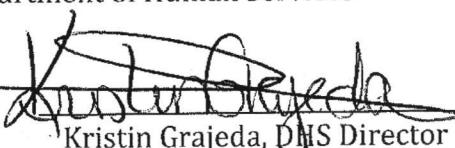
By: _____
Melody Villard

Date: _____

ATTEST:

Erin Miller, Deputy Clerk

MOFFAT COUNTY,
Department of Human Services

By: 
Kristin Grajeda, DHS Director

Date: 1/5/26

Attachment: Exhibit A

GOVERNMENT OF CANADA / GOUVERNEMENT DU CANADA / GOVERNMENT OF THE UNITED STATES OF AMERICA

Effective 1/1/2018

GENERAL

- The Moffat County Finance Department (MCFD) will provide Budget, Audit, Accounts Payable, Payroll, Cash Receipts, Colorado Department of Human Services (CDHS) fiscal reporting and other DHS-related and general Accounting services and reporting for the Moffat County Department of Human Services (MCDHS). MCFD personnel will cross-train in MCDHS responsibilities, in order to provide suitable back-up to tasks. For efficiency, MCDHS tasks, systems and schedules will be aligned, when feasible, with General County Finance tasks.
- MCDHS will provide security for MCFD personnel according to cross-training and backup needs.
- MCDHS will email a request to MCFD of changes to access in the accounts payable or receipts in the accounting system.
- When possible, electronic submission of communication and documents are to be utilized. Otherwise, intra-County relay of DHS documents will be deposited in/picked up from the MCDHS suspense file located at the courthouse with the normal daily relay run.
- MCDHS reserves the right to defer a decision about fiscal matters until the appropriate party(ies) is/are available.

COMMUNICATION

- Respectful and timely communication is essential in order to accomplish the responsibilities and goals set out in the fiscal agreement.
- MCFD and MCDHS Directors and/or supervisors will notify the Director and Supervisors of the other's department, of absences exceeding a week of key personnel and of changes to person(s) responsible for DHS tasks.
- MCDHS Director and Supervisors and MCFD personnel will meet on the 2nd Thursday of each month for fiscal matters and finance report updates. Any change to the calendared meeting, by any party, will be made via e-mail, cc'd to directors of both departments.
- Calendared report deadlines will be forwarded to MCFD from MCDHS on a yearly basis.
- Requests for reports or projects outside of calendared reports require a minimum of a two week notice in order to accommodate scheduling of tasks. Depending on request, time may need to be negotiated.
- MCFD personnel will attend CDHS Financial Officers Group (FOG) meetings to keep informed as well as attend other program or accounting meetings as necessary.
- MCFD personnel will attend monthly MCDHS staff meetings held the last Wednesday of the month, as requested by MCDHS.
- MCDHS will share updates and guide MCFD personnel on agency letters or state communication and interpretation of such communication on changes affecting fiscal matters.
- Responses/updates will be issued to any questions, by e-mail, in a timely manner.

CONFIDENTIALITY

- All members of the MCFD will sign statements to abide by confidentiality as it pertains to MCDHS and the County. The statements will be maintained in their personnel file.
- Documents relating to confidential matters will be sent in the relay in an envelope addressed with the receiving person's name.

PAYMENT OF BILLS

- With the exception of utility billing, all remaining bills will be mailed directly from the vendor to MCDHS for approval and application of program/revenue source information according to the County requisition and purchase order process. MCDHS Supervisors, in charge of specific funding areas, enter the requisition and receiving documents against purchase orders. Billing outside of specific funding areas by Supervisor will be entered by MCDHS designee(s). The MCDHS Director or designee(s) approves the requisition authorizing spending authority to pay. All original billing is documented with vendor number and purchase order at top right and turned in to MCFD to be eligible for next accounts payable run. Utility billing is emailed in bulk to the MCFD who emails each department head for review. In case of discrepancy in utility billing, MCDHS will contact MCFD to research and/or adjust.
- Accounts payable cutoff and payment schedule will comply with the schedule sent out by the MCFD at the beginning of each calendar year. MCDHS and MCFD will process bills for payment timely in order that they will not execute post 60 days and therefore incur non-reimbursability. "Quick checks" (checks requested outside of the normal schedule) will be drawn only when absolutely necessary according to County policy.

- Provider fiscal agreement files will be maintained in the MCDHS offices. It will be the MCDHS' responsibility to monitor, prepare and obtain Fiscal Agreement renewal contracts with all active providers at the close of their contract span.
- Payments are made automatically on a weekly basis by the state based operating system.
- Claim adjustment forms are filled out and signed by the provider are given to MCDHS designated staff to review and passed on to the MCFD to enter for payment by designated dates set by MCDHS at the beginning of each year.

MEDICAID TRANSPORTATION

- Billings are received at MCDHS for review and approval by designee.
- Payments for reimbursement will be made via the County requisition and purchase order process by MCDHS designee.
- Request for new vendors for provider reimbursements will be emailed to MCFD for setup.
- MCDHS will track payments received by Health Care Policy and Finance against expenditures and notify MCFD of discrepancies at the end of each calendar year.

CHILD WELFARE (& ADULT PROTECTION)

- MCFD submits the OOH Payroll Trial Report to the MCDHS staff as requested.
- The MCDHS Child Welfare Supervisor notifies the MCFD of changes, via phone/email, needed for payroll system by the designated OOH payroll date set by the state and submits the OOH rosters via the daily relay run to MCFD.

CASE SERVICES

- MCDHS Case Services Supervisor or designee will notify MCFD, via phone/e-mail, when all information is input into Trails and ready for approval for the Case Service Payroll. Case Services Supervisor or designee will relay Case Services invoices for current Case Service Payroll at least 3 days prior to payroll deadline noted on Trails payroll schedule calendar. MCFD will approve Case Service Payroll in Trails by payroll deadline. Payrolls will be filed by MCFD. In the event of the Supervisor/designee's absence, MCFD will be notified of an alternate designee via e-mail.

CORE SERVICES

- MCDHS Core Services Supervisor or designee will notify MCFD, via phone/e-mail, when all information is input into Trails and ready for approval for the Core Payroll. Core Services Supervisor or designee will relay Core Services invoices for current core payroll at least 3 days prior to payroll deadline noted on Trails payroll schedule calendar. MCFD will approve Core Payroll in Trails by payroll deadline. Payrolls will be filed by MCFD. In the event of the Supervisor/designee's absence, MCFD will be notified of an alternate designee via e-mail.
- MCFD will serve as a back-up to MCDHS in entering Core Services Contracts into Trails. MCDHS will only utilize this back-up in the event of an absence of the MCDHS Core Services Administrator.

FISCAL ISSUES**COLORADO DHS FINANCIAL OFFICERS GROUP (FOG) ISSUE NOTIFICATION**

- MCFD will notify Directors of MCDHS and MCFD of pressing concerns discussed at the monthly/annual FOG meetings at the next monthly fiscal meeting with MCDHS after the FOG meeting. If there is critical information presented at the FOG meeting, the directors of MCDHS and MCFD will be notified by email and verbally as soon as possible.
- Detailed monthly notes/minutes that are received from FOG meetings will also be forwarded to Directors of MCDHS and MCFD, upon receipt.

MOFFAT COUNTY BOARD OF HUMAN SERVICES (BoHS) INFORMATION

- The MCDHS Director is required to present Expense/Revenue Reports to the BoHS every other month. To fulfill these reporting requirements, the MCFD will supply monthly reports to the MCDHS Director by the Monday prior to the regularly scheduled management team meeting. If the reports for the preceding



DELTA DENTAL OF COLORADO
PO BOX 173803
Denver, Colorado 80217

DELTA DENTAL BENEFITS CONTRACT

The parties of this Contract are MOFFAT COUNTY, herein called the "Group," "Applicant," or "Employer" and Delta Dental of Colorado, herein called "Delta Dental."

The following section of the current Delta Dental Premier® contract has been amended effective January 1, 2026 for a two-year period. The balance of such contract is continued as if fully set forth herein except for the amended section as shown below:

Rate Coverage

Coverage Tier	Admin Fee
PER MONTH PER SUBSCRIBER	\$ 6.96

This Service Fee is contingent upon total enrollment of all eligible primary subscribers, in accordance with the eligibility provisions in Article I. Should enrollment vary by 10% or more, Delta Dental reserves the right to recalculate the Service Fee based upon actual enrollment. The change in Service Fee would not become effective until the next contract anniversary. If a recalculation becomes necessary, multiple-year contracts will be replaced with a new agreement based upon the new enrollment.

The Service Fee is due the 15th day of the following month for the Weekly, and as further described in Article VII. The Monthly Claims Reimbursement and Admin fees are Due on the 15th of the following month and as further described in Article VII.

Countersigned:
Delta Dental of Colorado

Devin Farrell
Senior Director of Growth Strategy
Signature

November 3, 2025
Date

Accepted:
MOFFAT COUNTY - #11410

Signature

Date

CONTRACT OF SERVICES AGREEMENT

This CONTRACT OF SERVICES AGREEMENT (“Agreement”) made this 13th day of January, 2026, by and between the Board of County Commissioners of Moffat County, Colorado (“BOCC”) and LanguageLine (“Consultant”), whose address is 1 Lower Ragsdale Dr, Monterey, CA 93940 whose telephone number is 800 752-6096.

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

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

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

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

Article 1 - Scope of Work.

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

LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Moffat County DHS and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.

See further terms in Exhibit A.

Article 2 - Time of Performance.

- 2.1 Services of the Consultant shall commence on 1/1/2025, and shall be substantially completed on or before 12/31/2026, no matter the date of execution of this Agreement. This agreement may be extended for four (4) one-year terms. The extension option may be exercised provided satisfactory service is given and all terms and conditions of the Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing, by and between the BOCC and the Consultant.

Article 3 - Compensation/Appropriation.

- 3.1 The amount to be expended pursuant to this Agreement shall be up to three thousand dollars and no/100 cents (\$3,000.00), subject to additions and deductions pursuant to authorized change orders. The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

3.2 Non-Appropriation: Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the parties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.

Article 4 – Payment Procedures.

Consultant shall submit Applications for Payment. Applications for Payment will be processed by the HUMAN SERVICES DEPARTMENT.

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

Article 5 - Records, Reports, and Information.

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

Article 6 - Audits and Inspections.

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

Article 7 - Independent Consultant.

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

7.1 Services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Consultant nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Consultant is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.

7.2 None of the services to be performed by Consultant under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Consultant and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

Article 8 - No Assignment.

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

Article 9 - Compliance with Laws.

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

Article 10 - Indemnification.

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

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

Article 11 - Insurance.

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

- Workers' Compensation & Employers' Liability and Unemployment Insurance: in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;
- Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.

- Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$1,000,000.00 per person and \$1,000,000.00, per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater;
- Malpractice/Professional Liability Insurance – Consultant shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this agreement. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of the contract and for at least two years beyond the completion and acceptance of the work under this contract, or, alternatively, a two-year extended reporting period must be purchased. The Consultant shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Contract.

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

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

Article 12 - Document Ownership - Works Made for Hire.

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

The Consultant agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Consultant

grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

Article 13 - Termination for Cause.

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

Article 14 - Termination for Convenience.

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

Article 15 - Conflict of Interest.

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

Article 16 - Modifications.

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

Article 17 - Governing Law.

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

Article 18 - Severability.

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

Article 19 - Notices.

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

BOCC's Representative:

Melody Villard
MCBOCC Chair
1198 W. Victory Way, Suite 104
Craig, CO 81625
(970) 824-5516

Consultant:

Kelly Mistry
LanguageLine Solutions
1 Lower Ragsdale Drive
Monterey, CA 93940
800-752-6096

Article 20 - Headings.

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

Article 21 - Authority.

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

Article 22 - Counterparts and Facsimile Signatures.

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

Article 23 - Force Majeure.

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

Article 24 - Integration of Understanding.

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

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

By: _____
Melody Villard

Date: _____

ATTEST:

Clerk to the Board

CONSULTANT:

LanguageLine Solutions

By: _____
Kelly Mistry

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Kelly Mistry.

MY COMMISSION EXPIRES: _____

Notary Public

Address of Notary Public

EXHIBIT A - PRODUCTS AND PRICE LIST

1. Contractor has been awarded the following categories:

- Over-the-Phone & Audio Interpretation
- Direct Response Interpretation
- Video Remote Interpretation (On-Demand)
- Translation & Localization
- Onsite (In-Person) & Virtual Onsite (Pre-Scheduled Virtual) Interpretation
- Proficiency Testing & Interpreter Training

The products and price list is incorporated into this Participating Addendum by reference.

<https://www.languageline.com/>

<https://www.omniapartners.com/suppliers/languageline-solutions/public-sector>

2. Pricing

A. Price Lists

The State may publish any pricing information under this Participating Addendum, including, without limitation the pricing information shown in this Exhibit C (1), Products and Price List, on the State's website and any other website as the State determines is necessary or efficient to facilitate the use of this Participating Addendum by Purchasing Entities.

B. Price Decreases and Ceiling Prices

The prices listed in this Exhibit C (1) are Ceiling Prices, and Contractor may offer lower prices to Purchasing Entities, and Purchasing Entities may negotiate lower prices with Contractor, without the review or approval of the State. Contractor shall not allow a Subcontractor to charge an amount greater than the Ceiling Price for any Order.

3. LANGUAGELINE PHONE INTERPRETING

3.1. PHONE INTERPRETING

- DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Purchasing Entity's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Purchasing Entity's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

3.2. Phone Interpreting Fees

- PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.64
2	All other languages	\$0.69

3.3. Phone Interpreting Equipment

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.

1Solution™ Analog Dual Handset Phone.....	\$4.50
1Solution Dual Handset IP Phone.....	\$12.50
Panasonic® Cordless Phone with Dual Handsets	\$10.50
- (c) **PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Purchasing Entity shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Purchasing Entity acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement.
- (d) **PHONE INTERPRETING EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and ContractAdministrationTeam@languageline.com. Details will be available from your Account Executive.

1Solution Analog Dual Handset Phone.....	\$60.00
1Solution Dual Handset IP Phone.....	\$150.00
Panasonic Cordless Phone with Dual Handsets	\$60.00
Panasonic Headset.....	\$25.00
Handsets with Splitter	\$10.00
Handset Splitters (price per unit)	\$6.00
Wall Splitters (price per unit).....	\$6.00

4. LANGUAGELINE DIRECT RESPONSE

4.1. Direct Response

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Direct Response Phone Interpreting to facilitate effective communication between Purchasing Entity's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.

STANDARD

- Standard in-language prompts for greeting messages, language menu, and hold/dial-out message

- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Capability to integrate with Purchasing Entity’s IVR
- Capability to transmit call to Purchasing Entity’s Direct Inward Dial (DID) number

PREMIUM

- Customizable in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Customizable options menu
- Capability to integrate with Purchasing Entity’s IVR
- Capability to transmit call to Purchasing Entity’s Direct Inward Dial (DID) number

(b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Limited English Proficient (LEP) individuals and routed directly to Purchasing Entity’s service providers, and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays.

4.2. DIRECT RESPONSE FEES

(a) STANDARD	\$350.00
(b) PREMIUM per language.....	\$650.00
(c) DEDICATED TOLL-FREE LINE per line.....	\$150.00
(d) INCREMENTAL PRICE PER MINUTE applied to Purchasing Entity’s contracted per minute usage fees for LanguageLine Phone Interpreting.....	\$0.00

5. LANGAGELINE VIDEO INTERPRETING

1.1. IDEO INTERPRETING

(a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Video Interpreting via the LanguageLine App, to facilitate effective communication between Purchasing Entity’s service providers and Limited English Proficient (LEP) individuals by converting spoken or signed language statements between English and another language. Equipment purchases are optional.

(b) **SERVICE DELIVERY.** Services are delivered on-demand via a native iOS or Android Application (the “App”) or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for 40 or more additional languages of lesser diffusion.

5.2. INSIGHT VIDEO INTERPRETING FEES

(a) ACTIVATION Monthly Service Fee or One-Time Fee.....	Waived
(b) Per Minute Usage Fees for LanguageLine InSight Video Interpreting Based on Total Volume	

Sign Language Per Minute Charge	Spanish Per Minute Charge	Other Spoken Languages Per Minute Charge
\$1.50	\$1.05	\$1.15

6. LANGUAGE ONSITE & VIRTUAL ONSITE INTERPRETING

6.1. Onsite Interpreting

- (a) **Description of Services.** LanguageLine will provide highly qualified interpreters in-person (physical onsite) at Purchasing Entity's business locations or using Purchasing Entity's online conferencing platform (virtual onsite) to perform consecutive interpreting between Purchasing Entity's Service Providers and Limited English Proficient (LEP) individuals, by converting spoken or signed language statements between English and another language.
- (b) **Service Delivery**
 - Services are available by assignment, with language availability dependent upon regional resources.
 - Virtual onsite assignments using Purchasing Entity's online conferencing platform may be requested **1-2 days in advance** at 1-888-225-6056, option 1 or onsiterequests@languageline.com.
 - Physical onsite assignments at Purchasing Entity's business locations may be requested up to **5 days in advance** at 1-888-225-6056, option 1 or onsiterequests@languageline.com.
 - Business locations (city/state/region) where physical onsite assignments will be requested:

City and State: **Statewide – State of Colorado**

6.2. LanguageLine Onsite and Virtual Onsite Interpreting Fees

- (a) **Minimum Assignment Time** is two (2) hours, with time beyond minimum assignment time billed in 15-minute increments.
 - (b) **Mileage/Travel Reimbursement**
 - Charged at the prevailing IRS rate.
 - For one-way travel exceeding 60 miles, travel time may be charged at the applicable hourly rate.
 - Parking/tolls charged if applicable.

**Mileage/travel reimbursement costs are not applicable for virtual onsite assignments.
- (c) **Cancellation.** Assignments canceled with less than one full business days' notice will be charged at the applicable rate for the greater of the minimum assignment time or reserved time for the assignment.

6.3. Pricing Table

Rate	Spanish	American Sign Language	Other Spoken Languages
Standard Hourly Rate	\$75.00	\$100.00	\$90.00
Non-Standard Hourly Rate	\$112.50	\$150.00	\$135.00
Emergency/Holiday Hourly Rate	\$150.00	\$200.00	\$180.00

- (a) Standard Hourly Rate is applied for assignments between 8:00 a.m. and 5:00 p.m. local time Monday through Friday, with more than one full business days' notice.
- (b) Non-Standard Hourly Rate is applied for assignments occurring before 8:00 a.m. or after

5:00 p.m. local time Monday through Friday, Saturday/Sunday or for assignments with less than one full business days' notice.

(c) Emergency/Holiday Rate is applied for assignments with less than one hour's notice or assignments on federally recognized holidays. Emergency service not available in all areas.

7. LANGAGELINE TESTING & TRAINING

7.1. Testing & Training

(a) **Description of Services** Testing and training programs assess Purchasing Entity's bilingual staff and interpreters' ability to provide quality, careful communication and proficiency in two languages, as well as competence in the requisite medical or other industry-specific vocabulary. Programs focus on the critical interpretation skills of accuracy, efficiency, and cultural competency. Tests and training courses are delivered remotely by assessors with a proven internal record of superior performance as an interpreter and typically hold advanced degrees in language related fields. The content and curricula have been developed in conjunction with leading academic experts and validated by psychometricians.

(b) **Deliverables.**

- Assessments and courses offered in 46 languages.
- Test results delivered within 5 business days.
- Training deliverables will be agreed-upon at the beginning of the project.

7.2. LanguageLine Testing and Training Fees

(a) **Cancellation**

- Cancellation policy for live Language Tests:

Notice	Credit
At least three business days' notice	Credit in full
Less than three business days' notice	Credit at 50% of fee
One business day or less notice	No credit

- Training courses can be rescheduled or canceled only by the person who submitted the original Training Registration Form.
- Written cancellation of onsite training courses with at least 10 business days' notice prior to the course start date will be fully credited.
- Written cancellation of web training courses with at least three business days' notice prior to the Learning Management System registration will be credited in full.
- To reschedule or cancel, please e-mail: LLA@LanguageLine.com.

(b) **Pricing Tables.** Prices are in U.S. dollars, per individual test or course.

Language Skills Test Fees

Language Test Name	1-49* Tests	50-99* Tests	100- 499* Tests	500* or More
Language Proficiency Test (LPT)	\$165	\$155	\$145	\$135
Specialty LPT	\$200	\$200	\$200	\$200
eLanguage Proficiency Test (eLPT)	\$150	\$140	\$130	\$115
Specialty eLPT	\$185	\$185	\$185	\$185
Bilingual Fluency Assessment (BFA)	\$145	\$135	\$120	\$115
Specialty BFA	\$175	\$175	\$175	\$175
eBilingual Fluency Assessment (eBFA)	\$135	\$120	\$110	\$105
Specialty eBFA	\$155	\$155	\$155	\$155
Bilingual Fluency Assessment for Clinicians	\$160	\$150	\$140	\$135
Specialty BFAC	\$190	\$190	\$190	\$190
eBilingual Fluency Assessment for Clinicians	\$145	\$135	\$120	\$115
Specialty eBFAC	\$175	\$175	\$175	\$175

2. Interpreter Skills Test Fees

Interpreter Test Name	1-49* Tests	50-99* Tests	100- 499* Tests	500* or More
Interpreter Readiness Assessment (IRA)	\$155	\$145	\$135	\$125
eInterpreter Readiness Assessment (eIRA)	\$140	\$125	\$115	\$110
Interpreter Skills Test (IST)	\$200	\$185	\$165	\$150
Specialty IST	\$225	\$225	\$225	\$225
eInterpreter Skills Test (eIST)	\$185	\$165	\$150	\$135
Specialty eIST	\$200	\$200	\$200	\$200
Medical Certification Test (MCT)	\$220	\$210	\$195	\$185
Court Certification Test (CCT)	\$220	\$210	\$195	\$185

Interpreter Training Course Fees

Course Title	Training Delivery	1-4* Course s	5-9* Course s	10* or More
Fundamentals of Interpreting	Web	\$445	\$400	\$285
Advanced Medical Training (AMT)	Web	\$575	\$520	\$500
Module 1 - Medical Interpreter Training: Professional Skills and Ethics	Phone or Onsite	**	\$390	\$290

Module 1 - Medical Interpreter Training: Professional Skills and Ethics	Web	\$230	\$230	\$175
Module 2 – Medical Interpreting Training: Working in the Healthcare System	Phone or Onsite	**	\$520	\$400
Module 2 – Medical Interpreting Training: Working in the Healthcare System	Web	\$290	\$290	\$230
Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Phone or Onsite	**	\$520	\$400
Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Web	\$290	\$290	\$230
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Phone or Onsite	**	\$805	\$635
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Web	\$460	\$460	\$345

- eTests will be billed when the test link is delivered to the Purchasing Entity.
- *Group discounts for tests are applied once the minimum number of tests have been completed within the calendar year. Group training discounts are based on the actual number of participants
- ** Delivered via phone or onsite, and requires a minimum of 5 participants to conduct the training.
- A training manual may be purchased for \$69 with the advanced Medical Interpreter Training. A training manual with in-language glossary may be purchased for \$99 with the advanced Medical Interpreter Training.
- Interpreter association members qualify for group discounts upon submission of a copy of their membership card to LLA@languageline.com.
- Group training discounts are based on the actual number of participants.

8. LANGUAGE LINE TRANSLATION AND LOCALIZATION

8.1. Translation and Localization

(a) Description of Services. LanguageLine utilizes ISO-certified workflows to convert Purchasing Entity's written and/or digital content between languages with attention to accuracy, tone, style and attention to regional language and cultural sensitivities, including:

- Translation and written text
- Modifying graphics and design to properly display translated text
- Changing content to suit preferences
- Converting to local currencies and units of measurement

- Using proper formatting for elements like dates, addresses, and phone numbers
- Addressing local requirements

(b) Deliverables

- Services may be requested at <https://www.languageline.com/s/RequestAQuote>, via email to translation@languageline.com or by calling 1-800-878-8523.
- LanguageLine will provide all deliverables as agreed-upon at the beginning of the project.

8.2. Pricing Tables. Translation fees, which include Translation and copyediting, are based on the English word count.

TRANSLATION WITH PROFESSIONAL LINGUIST POST EDITING. Our business translation services are geared towards businesses who need a quality driven cost-efficient translation delivered by a carefully selected qualified translator with expertise on the subject matter, assisted by our technology platform to ensure quality and increase their efficiency with the use of AI-assisted tools. LanguageLine process will adhere to ISO 18587.

TIERS	TARGET LANGUAGE: English>Language	Pricing (Per Word)
Tier 1	Spanish (US/Latin America)	\$0.10/word
Tier 2	Arabic, Bengali, Chinese, Portuguese (Brazil), Russian, Vietnamese	\$0.13/word
Tier 3	Czech, Farsi, French, German, Hindi, Hungarian, Italian, Korean, Lao, Malay, Polish, Portuguese (Portugal), Tagalog, Thai, Urdu	\$0.15/word
Tier 4	Albanian, Bulgarian, Estonian, Haitian Creole, Japanese, Khmer, Latvian, Lithuanian, Nepali, Slovak, Slovenian, Somali, Turkish	\$0.17/word
All other (LanguageLine supports 240+ languages)		Pricing available upon request

TRANSLATION AND EDITING. Our Enterprise-Verified translation service adds an additional layer of quality assurance with a second language expert reviewing the work of our carefully selected qualified translator with expertise on the subject matter, prior to delivering to our clients. Both of our professional translators will be assisted by our technology platform to ensure quality and increase their efficiency with the use of AI assisted tools. LanguageLine process will adhere to ISO 17100.

TIERS	BI-DIRECTIONAL: English>Language and Language>English	Pricing (Per Word)
Tier 1	Spanish (US/Latin America)	\$0.15/word
Tier 2	Arabic, Chinese, Portuguese (Brazil), Russian, Vietnamese	\$0.18/word
Tier 3	Bengali, Czech, Farsi, French, German, Hindi, Hungarian, Italian, Korean, Malay, Polish, Portuguese (Portugal), Tagalog, Thai, Urdu	\$0.22/word

Tier 4	Albanian, Bulgarian, Estonian, Haitian Creole, Japanese, Khmer, Lao, Latvian, Lithuanian, Nepali, Slovak, Slovenian, Somali, Turkish	\$0.26/word
All other (LanguageLine supports 240+ languages)		Pricing available upon request

ADDITIONAL PRICING COMPONENTS		PRICING
Minimum charge per document translation order		\$75.00 – Spanish \$99.00 – all other listed language
Proofreading (third linguistic step when required)		\$60.00/hour
Basic Layout/Formatting/Desktop Publishing		\$45.00/hour
Localization Engineering Services		\$55.00/hour
In-Language Recordings		Individual Quote
Transcription/Translation of Audio or Video files		Individual Quote
Project Management		10% of the invoice value (0.5-hour minimum @ \$55.00/hour)
Rush Fees	0% rush charge applies when an expedite delivery date is requested	
Unless indicated otherwise, a one-hour minimum will apply to all hourly services.		

8.3. Delivery Guidelines. Because of the actual number of English words is not known until the source document has been translated, turn-around commitments are based on the estimated number of English words that will be delivered, as determined in LanguageLine's best judgement before commencing work. Additional services could add extra days to a project timeline.

ESTIMATED NUMBER OF ENGLISH WORDS	STANDARD DELIVERY
Less than 1,500 words	1 - 3 business days
1,501 to 4,000 words	4 - 6 business days
4,001 to 7,500 words	6 - 8 business days
7,501+ words	8 + business days
A 50% rush charge will apply when an expedited delivery date is requested.	
Requests received on weekends and holidays will be processed on the next business day.	
Holidays are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.	

Moffat County Public Health (MCPH) Clinical Volunteer Management Policy

Purpose

This policy establishes guidelines for the recruitment, management, and utilization of clinical volunteers by Moffat County Public Health (MCPH) to ensure effective support during public health programs, events, and emergency response operations. The policy is designed to maintain compliance with applicable laws, including the Health Insurance Portability and Accountability Act (HIPAA), and to promote consistency, accountability, and safety in volunteer operations.

1. Volunteer Recruitment and Registration

- MCPH will utilize the **Colorado Volunteer Mobilizer (CVM)** system as the official platform for requesting, recruiting, and managing clinical volunteers.
- All individuals interested in serving as a clinical volunteers must register through CVM and complete required onboarding steps prior to participation in MCPH activities.
- MCPH may work in partnership with state and regional agencies to request additional clinical volunteer support when needed.
- **VOLUNTEERS ARE REQUIRED TO FOLLOW THE MOFFAT COUNTY POLICY FOR NON-STATUTORY VOLUNTEERS IN ADDITION TO THIS POLICY**

2. Orientation and Training

- Clinical Volunteers will receive an orientation outlining MCPH's mission, programs, and expectations.
- Training will be provided as appropriate to the role, including emergency response protocols, confidentiality, and safety procedures.
- Specialized training shall be required for volunteers serving in clinical or emergency response roles.

3. Confidentiality and HIPAA Compliance

- Volunteers may have access to sensitive or confidential information during their service, including personal health information (PHI).
- All volunteers shall sign a **confidentiality agreement** acknowledging their responsibility to protect PHI and comply with HIPAA requirements.
- Any unauthorized disclosure of PHI or breach of confidentiality shall result in immediate dismissal from the volunteer role and potential reporting to appropriate authorities.

4. Supervision and Reporting Structure

- All MCPH volunteers will be under the direct supervision of the **Public Health Director** or their designee.
- Volunteers will receive assignments and guidance from MCPH staff and are expected to follow instructions and established protocols.
- Performance, conduct, and compliance with MCPH policies will be monitored by the Public Health Director or assigned supervisor.

5. Roles and Responsibilities

- Volunteers may assist with:
 - Public health events, community outreach, and education.
 - Emergency response operations, as requested through CVM.
 - Administrative or logistical support as assigned.
- Volunteers shall not perform tasks outside their training, licensure, or designated responsibilities.

6. Conduct and Professionalism

- Volunteers are expected to conduct themselves in a professional and respectful manner at all times.
- MCPH reserves the right to dismiss any volunteer for misconduct, failure to follow policies, breach of confidentiality, or inability to perform assigned duties.

Approved by:

Moffat County Public Health Director
[Date]

Board Appointment Summary
January 13, 2026

<u>BOARD</u>	<u>Appointed:</u>
Airport Advisory Board	Daryl Wilshire Kevin Peck
Cemetery Board	Sunshine White
Employee Retirement Board	Brad McDermott
Hamilton Community Center Board	Shawn Brookshire
Housing Authority Board	Shannon Buchanan
Land Use Board	Mike Camblin - Ag Rep Doug Davis - Business Rep Miranda Kawcak - Environment Rep Ken Bekkedahl - Environment Alt Travis Sondrol - Minerals/Mining Alt Jerod Smith - Govrnmt Agency Rep
Library Board of Trustees	Carol Haskins Katie Johnston
Maybell Volunteer Fire Dept Advisory Board	Joyce Barnes Todd Weber James Malaro
Memorial Regional Health Board of Trustees	Amy Updike
MCTA	Maegan Veenstra Nick LaGorga Emma Attolini
Planning & Zoning Commission	Megan Cook Rena Olsen
<u>Boards with open seats:</u>	
Hamilton Community Center Board - 1) Voting seat/1)Alt seat Library Board of Trustees - 1)Voting seat	
Memorial Regional Health Board of Trustees - 1)Voting seat Planning & Zoning Commission - 1)Voting seat/2)Alt seats Tourism Association Board - 1)Voting seat/2)Alt seats	

Erin Miller

From: Tom Gray <trgray7@gmail.com>
Sent: Tuesday, December 23, 2025 2:11 PM
To: Erin Miller
Subject: Reappointment to Call River District board

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the Moffat County commissioners,

I am interested in being reappointed to the Colorado River District board for a three year term.

Thank you,
Tom Gray

sent from my iPhone

**NOTICE OF APPOINTMENT TO
COLORADO RIVER WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS**

This is to certify that the Board of County Commissioners of Moffat County has appointed
Tom Gray as Director of the Colorado River Water Conservation District for a term ending in January 2029, beginning with the January 20, 2026 first regular quarterly meeting of the Board of Directors of said Colorado River Water Conservation District.

Tom Gray has been a resident of Moffat County for at least two years preceding the date of his/her appointment and is a freeholder who has paid taxes on real property in Moffat County during the preceding year.

Chairman, Board of County Commissioners



Moffat County Planning Department
1198 West Victory Way, Suite 107
Craig, CO 81625
970-824-9148

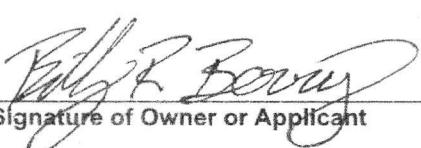
File #RS- 26-01
Sketch/Prelim: \$300
Date Paid _____
Final: \$250
Date Paid _____

MINOR SUBDIVISION APPLICATION

Application Date: _____ Subdivision Name: Skull Creek Casita's
Section 14 Township 4N Range 101W General Description of Location: Block 6
Lot 91 Parcel No: 112714200002
Total Acreage: 27.49 Proposed Number of Lots: 4 Zoning: _____
Owner(s) Name: Billy R Berry Phone #: 970-261-6640
Email Address: 2020berryfamily@gmail.com
Address: 13446 12 Rd Loma, CO 81524
Subdivider(s) Name: Billy R Berry Phone #: 970-261-6640
Email Address: billy@obsol.com
Address: 13446 12 Rd Loma, CO 81524
Registered Surveyor: Bill W.A. Baker Phone #: 970-756-4038
Address: P.O. Box 22, Maybell, CO 81640
Estimated Water Requirement: 0 gallons/day Proposed Water Source(s): NA
Estimated Sewage Disposal Requirement: 0 gallons/day

Proposed Means of Sewage Disposal: _____

Type of Subdivision:	Dwelling Units	Area (Acres)	% of Total Acres
() Single	_____	_____	_____
() Commercial	_____	_____	_____
() Mobile Homes	_____	_____	_____
(X) Other	_____	_____	_____
	Street	_____	_____
	Walkways	_____	_____
	Other _____	_____	_____
	Total _____	_____	_____


Signature of Owner or Applicant

Pursuant to CRS 30-28-110(4) any subdivision or agent of a subdivider who transfers or sells or agrees to sell or offers any subdivided land before a final Plat for such subdivided land has been approved by the BOCC & recorded or filed in the office of the County Clerk and Recorder shall be guilty of a misdemeanor.

COLORADO GEOLOGICAL SURVEY SUBMITTAL FORM FOR LAND-USE REVIEWS

County Moffat Date _____
Project Name Skull Creek Casita's

APPLICANT

(or Applicant's Authorized Representative responsible for paying the CGS review fee)

Name Billy R Berry
Address 1344 12 Rd
Loma, CO 81524
Phone 970-261-6640 Email 2020berryfamily@gmail.com

1/4, 1/2, or 1/4 SW
Section(s) 14
Township 4 N
Range 101 W
Dec Lat _____
Dec Long _____

FEE SCHEDULE (effective June 1, 2009)

Reviews for Counties

Small Subdivision (> 3 dwellings or lots and < 100 acres)	\$950
Large Subdivision (> 100 acres and < 500 acres)	\$1,550
Very Large Subdivision (500 acres or more)	\$2,500
Very small residential subdivisions (1-3 dwellings and < 100 acres)	\$600

Reviews for Municipalities *At hourly rate of reviewer*

Special Reviews *At hourly rate of reviewer*

School Site Reviews \$855

CGS LAND USE REVIEWS

Geological studies are required by Colorado counties for all subdivisions of unincorporated land into parcels of less than 35 acres, under State statute C.R.S. 30-28-136 (1) (i) (Senate Bill 35, 1972). Some Colorado municipalities require geological studies for subdivision of incorporated land. In addition, local governments are empowered to regulate development activities in hazardous or mineral-resource areas under C.R.S. 24-65.1-101 et seq. (House Bill 1041, 1974) and C.R.S. 34-1-301 et seq. (House Bill 1529, 1973), respectively.

Local-government agencies submit proposed subdivision applications and supporting technical reports to the Colorado Geological Survey "...for evaluation of those geologic factors which would have significant impact on the proposed use of the land," in accordance with State statutes. The CGS reviews the submitted documents and serves as a technical advisor to local-government planning agencies during the planning process. Since 1984, the CGS has been required by law to recover the full direct cost of performing such reviews.

The adequate knowledge of a site's geology is essential for any development project. It is needed at the start of the project in order to plan, design, and construct a safe development. Proper planning for geological conditions can help developers and future owners/users reduce unnecessary maintenance and/or repair costs.

FORM NO.
GWS-76
05/2011

WATER SUPPLY INFORMATION SUMMARY
STATE OF COLORADO, OFFICE OF THE STATE ENGINEER
1313 Sherman St., Room 821, Denver, CO 80203
Main (303) 866-3581 dwr.colorado.gov

Section 30-28-133,(d), C.R.S. requires that the applicant submit to the County, "Adequate evidence that a water supply that is sufficient in terms of quantity, quality, and dependability will be available to ensure an adequate supply of water."

1. NAME OF DEVELOPMENT AS PROPOSED:

Skull Creek Casita's

2. LAND USE ACTION:

3. NAME OF EXISTING PARCEL AS RECORDED: *Skull Creek Estates*

SUBDIVISION:

, FILING (UNIT) *6*, BLOCK *1*, LOT *91*

4. TOTAL ACREAGE: *27.49*

5. NUMBER OF LOTS PROPOSED *4*

PLAT MAP ENCLOSED? YES or NO

6. PARCEL HISTORY – Please attach copies of deeds, plats, or other evidence or documentation.

A. Was parcel recorded with county prior to June 1, 1972? YES or NO

B. Has the parcel ever been part of a division of land action since June 1, 1972? YES or NO

If yes, describe the previous action:

7. LOCATION OF PARCEL – Include a map delineating the project area and tie to a section corner.

SW 1/4 of the 1/4, Section 14, Township 4N N or S, Range 101 E or W

Principal Meridian (choose only one): Sixth New Mexico Ute Costilla

Optional GPS Location: GPS Unit must use the following settings: Format must be **UTM**, Units must be **meters**, Datum must be **NAD83**, Unit must be set to **true N**, Zone 12 or Zone 13

Easting: _____

Northing: _____

8. PLAT – Location of all wells on property must be plotted and permit numbers provided.

Surveyor's Plat: YES or NO If not, scaled hand drawn sketch: YES or NO

9. ESTIMATED WATER REQUIREMENTS

10. WATER SUPPLY SOURCE

USE	WATER REQUIREMENTS			
HOUSEHOLD USE # <i>0</i> of units	Gallons per Day	Acre-Feet per Year	<input type="checkbox"/> EXISTING <input type="checkbox"/> DEVELOPED WELL	<input type="checkbox"/> NEW WELLS - <i>NA</i>
COMMERCIAL USE # <i>0</i> of S. F.			<input type="checkbox"/> WELL PERMIT NUMBERS <i>NA</i>	PROPOSED AQUIFERS - (CHECK ONE) <input type="checkbox"/> ALLUVIAL <input type="checkbox"/> UPPER ARAPAHOE <input type="checkbox"/> UPPER DAWSON <input type="checkbox"/> LOWER ARAPAHOE <input type="checkbox"/> LOWER DAWSON <input type="checkbox"/> LARAMIE FOX HILLS <input type="checkbox"/> DENVER <input type="checkbox"/> DAKOTA <input type="checkbox"/> OTHER: _____
IRRIGATION # <i>0</i> of acres				
STOCK WATERING # <i>0</i> of head			<input type="checkbox"/> MUNICPAL <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> COMPANY <input type="checkbox"/> DISTRICT NAME: _____	WATER COURT DECREE CASE NUMBERS: _____
OTHER: _____			<input type="checkbox"/> LETTER OF COMMITMENT FOR SERVICE <input type="checkbox"/> YES or <input type="checkbox"/> NO <i>NA</i>	
TOTAL				

11. WAS AN ENGINEER'S WATER SUPPLY REPORT DEVELOPED? YES or NO IF YES, PLEASE FORWARD WITH THIS FORM.
(This may be required before our review is completed.)

12. TYPE OF SEWAGE DISPOSAL SYSTEM

SEPTIC TANK/LEACH FIELD

CENTRAL SYSTEM

DISTRICT NAME: _____

LAGOON

VAULT

LOCATION SEWAGE HAULED TO: _____

ENGINEERED SYSTEM (Attach a copy of engineering design.)

OTHER: *NA*

SITE PLAN FOR SKULL CREEK CASITA MINOR 1-1200003

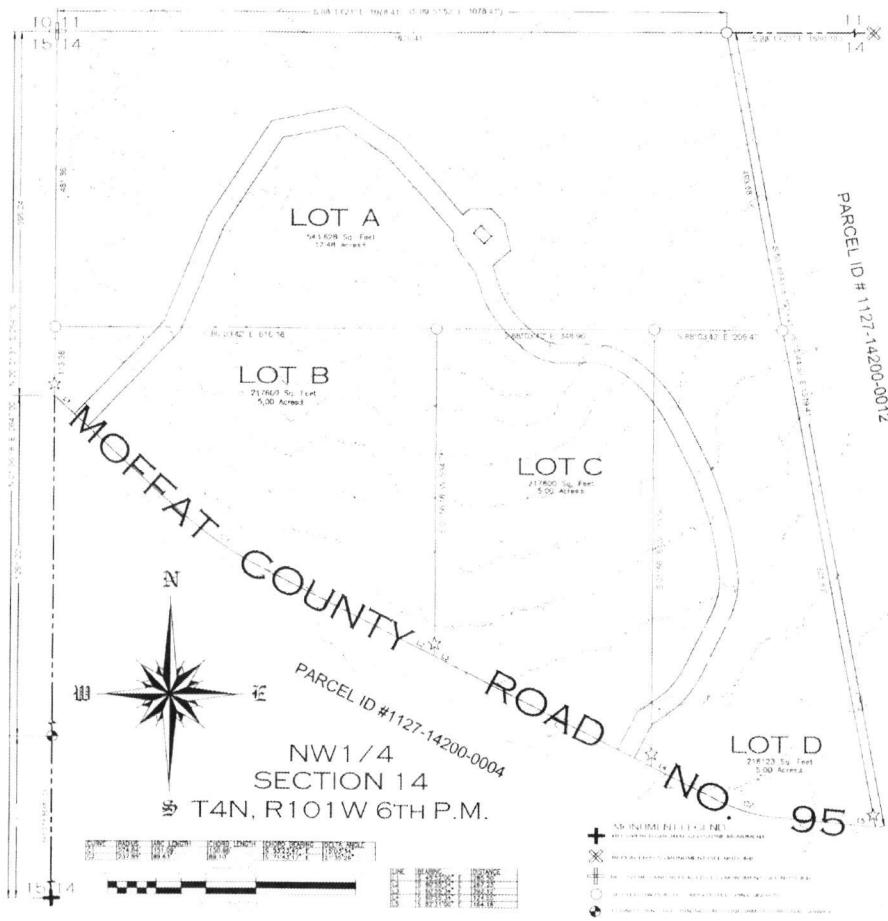
A4 LOT SUBDIVISION OF SKULL CREEK ESTATES FILING NO. 6
BEING A PART OF THE SOUTHWEST QUARTER OF THE
OF SECTION 14, TOWNSHIP 4, NORTH, RANGE 101 WEST
OF THE 6TH PRINCIPAL MERIDIAN.
COUNTY OF MOFFAT, STATE OF COLORADO

minor

INOR

1271420000

LOT 91
RCEL ID#1127-14200-0003
27.49 ACRES+



A surveyor's tape measure is positioned vertically on the left side of the image. To its right is a small, stylized illustration of a tree with a thick trunk and several branches, all rendered in a light gray color.

SKULL CREEK CASITA'S
COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&Rs)

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made on this ____ day of _____, 20____, by the undersigned Owner(s) of the real property described below ("Declarant").

PROPERTY SUBJECT TO DECLARATION

These Covenants apply to the real property known as Skull Creek Casita's, consisting of four (4) rural lots, each approximately 5–12 acres.

Legal descriptions, parcel numbers, and county/state information are attached as Exhibit A and incorporated herein.

1. PURPOSE

This Declaration is established to:

- a. Promote orderly use, development, and enjoyment of the property;
- b. Preserve the natural and rural character of the land; and
- c. Ensure consistent and sustainable development across all lots.

These Covenants shall run with the land and bind all owners, occupants, and successors.

2. DURATION

These Covenants shall remain in effect for thirty (30) years from the date of recording.

Thereafter, they automatically renew in successive ten (10) year terms unless amended or terminated as provided herein.

3. LAND USE RESTRICTIONS

3.1 Possible Limitations

- a. Due to geological factors and limited services, recommended use is seasonal or recreational.

b. Limited winter maintenance on County Road 95; access may be restricted during winter months.

3.2 Dwelling and Structural Limitations

- a. Only small dwellings between 200 and 1,200 square feet may be constructed.
- b. Tiny homes, cabins, and similar permanent structures are permitted.
- c. Due to geological factors, wells and septic systems may not be feasible on any lot, and property owners are advised to consult with appropriate professionals before planning such installations.
- d. Electrical service is not currently available in the immediate area.
- e. Campers, RVs, or temporary shelters may be used seasonally but shall not be left on the property over winter.

3.3 Prohibited Uses

The following are strictly prohibited:

- a. Commercial or industrial operations not expressly approved in writing by all lot owners;
- b. Junkyards, dumping, or storage of hazardous, unsafe, or unsightly materials;
- c. Activities causing excessive noise, pollution, nuisance, or disturbance.

4. UTILITIES & INFRASTRUCTURE

All shared access roads shall be proportionally maintained by all lot owners based on use or other mutually agreed arrangements.

5. ENVIRONMENTAL PROTECTION

Owners shall make reasonable efforts to preserve natural features including vegetation, water features, tree stands, and wildlife habitat.

6. ANIMALS & LIVESTOCK

- a. Livestock may be kept in quantities appropriate for the acreage and consistent with local agricultural guidelines.

- b. Animals must be managed to prevent nuisance, excessive noise, or property damage.

7. FENCING

- a. All fencing shall be safe, well-maintained, and placed to respect neighboring property lines.
- b. Shared boundary fences shall be cooperatively maintained unless otherwise agreed in writing.

8. PROPERTY MAINTENANCE

Lots shall be kept in a neat, orderly, and safe condition, including control of noxious weeds and vegetation overgrowth.

9. VEHICLES & EQUIPMENT

- a. Non-operational vehicles must be stored within a structure or out of public view.
- b. Heavy equipment may be stored only if used for agricultural or land-management purposes.

10. AMENDMENTS

These Covenants may be amended only by written consent of at least seventy-five percent (75%) of all lot owners.

11. ENFORCEMENT

- a. Any lot owner may enforce these Covenants.
- b. Written notice of violation must be provided to the violating owner with reasonable time allowed for correction.
- c. If not corrected, legal action or injunctive relief may be pursued as permitted by law.

12. SEVERABILITY

If any provision is determined invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned Owner(s) execute this Declaration on the date first written above.

OWNER(S):

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

NOTARY ACKNOWLEDGMENT

State of _____)

County of _____)

Subscribed and sworn before me this _____ day of _____, 20, by

_____.

Notary Public

My Commission Expires: _____

EXHIBIT A

(Insert Legal Descriptions & Parcel Numbers Here)



Moffat County Planning Department
1198 West Victory Way, Suite 107
Craig, CO 81625
970-824-9148

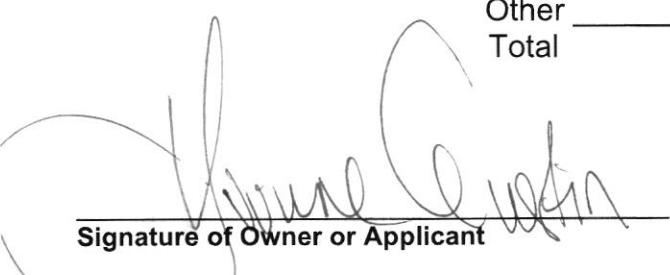
File # S- 26-02
Sketch/Prelim: \$300 # 3649
Date Paid 12/11/25
Final: \$250
Date Paid _____

MINOR SUBDIVISION APPLICATION

Application Date: 12/11/25 Subdivision Name: Kama Minor Subdivision
Section 26 Township T1N Range R4W General Description of Location: CE 17

Total Acreage: 49.14 Proposed Number of Lots: 3 Zoning: _____
Owner(s) Name: Kama Investors, LLC Phone #: 970-429-5842
Email Address: YVONNE INC 1@mail.com
Address: 3353 CL 164 CRAIG CO 81628
Subdivider(s) Name: YVONNE Austin Phone #: 970-429-5842
Email Address: YVONNE INC 1@mail.com
Address: 3353 CL 164 CRAIG CO 81628
Registered Surveyor: Lloyd Powers Phone #: 970-2169-7002
Address: 1790 W VICTORY WAY CRAIG CO
Estimated Water Requirement: 0 gallons/day Proposed Water Source(s): River, wells or cistern
Estimated Sewage Disposal Requirement: 0 gallons/day
Proposed Means of Sewage Disposal: Septic

Type of Subdivision:	Dwelling Units	Area (Acres)	% of Total Acres
(<input type="checkbox"/>) Single	_____	_____	_____
(<input type="checkbox"/>) Commercial	_____	_____	_____
(<input type="checkbox"/>) Mobile Homes	_____	_____	_____
(<input checked="" type="checkbox"/>) Other	Street Walkways Other _____ Total _____	_____	_____


Signature of Owner or Applicant

Pursuant to CRS 30-28-110(4) any subdivision or agent of a subdivider who transfers or sells or agrees to sell or offers any subdivided land before a final Plat for such subdivided land has been approved by the BOCC & recorded or filed in the office of the County Clerk and Recorder shall be guilty of a misdemeanor.

Legal Description

A parcel of land located in Lot 2 and Lot 6 of Section 26, all in Township 6 North, Range 94 West, of the 6th P.M., Moffat County, Colorado, being more particularly described as follows:

Commencing at a point lying S66°01'23"W, 971.00 feet from AP 1 of HE 169 (AP 2 of HE 175) in Section 24, T6N, R94W; thence S67°37'16"W, 600.82 feet; thence S33°32'38"W, 213.88 feet to the N.W corner of Parcel "A" of the KAMA EXEMPTION PLAT and the True Point of Beginning; thence S40°59'46"E, 891.08 feet more or less to the centerline of the Yampa River; thence along the centerline of the Yampa River the following six (6) courses:

1. S64°26'58"W a distance of 306.69 feet;
2. S53°48'06"W a distance of 184.83 feet;
3. S34°10'06"W a distance of 543.26 feet;
4. S30°57'51"W a distance of 570.08 feet;
5. S31°12'58"W a distance of 223.51 feet;
6. S39°42'05"W a distance of 602.66 feet;

thence N29°45'17"W, 627.44 feet; thence N05°34'23"E, 931.15 feet; thence N25°15'00"E, 110.05 feet; thence N15°41'24"E, 101.12 feet; thence N21°26'22"E, 95.50 feet; thence N52°39'51"E, 116.79 feet; thence N34°51'10"E, 202.85 feet; thence N44°48'23"E, 131.16 feet; thence N52°15'29"E, 110.87 feet; thence N70°55'38"E, 75.71 feet; thence N80°57'21"E, 257.69 feet; thence N66°43'09"E, 153.64 feet; thence N75°18'13"E, 58.32 feet; thence N33°32'38"E, 253.04 feet to the point of beginning.

SUBJECT TO: A 30 foot wide ingress-egress easement, lying 15 feet on each side of the following described centerline:

Beginning at a point on the westerly right-of-way line of County Road 17 which lies S64°03'31"W, 977.66 feet from AP 1 of HE No. 169; thence S87°38'45"W, 42.52 feet; thence S73°25'59"W, 40.54 feet; thence S67°37'16"W, 120.96 feet; thence S65°10'45"W, 163.26 feet; thence S58°35'44"W, 79.36 feet; thence S42°52'10"W, 316.12 feet; thence S32°45'03"W, 164.35 feet; thence S46°01'10"W, 60.68 feet; thence S73°33'02"W, 63.70 feet; thence S75°19'59"W, 57.00 feet; thence S66°43'09"W, 154.59 feet; thence S80°57'21"W, 258.25 feet; thence S70°55'38"W, 71.92 feet; thence S52°15'29"W, 107.43 feet; thence S44°48'23"W, 128.87 feet; thence S34°51'10"W, 203.90 feet; thence S52°39'51"W, 114.95 feet; thence S21°26'22"W, 90.56 feet; thence S15°41'24"W, 101.62 feet; thence S25°15'00"W, 107.94 feet; thence S04°58'05"W, 228.42 feet; thence S00°52'03"W, 274.72 feet; thence S08°52'44"W, 192.64 feet; thence S03°29'18"W, 130.34 feet; thence S08°59'52"W, 68.10 feet; thence S27°12'48"W, 54.16 feet to a point on the southwesterly property line of above described parcel, which lies S29°45'17"E, 16.95 feet from the westerly most angle point of said parcel.

Containing 49.148 Acres more or less.

Basis of Bearing: The line between AP 2 & AP1 OF HE 175 (BLM brass caps) is considered to bear S88°23'53"E.

January 7, 2026

Dear Planning Commission,

Thank you for the opportunity to provide additional information in support of our request for an exemption from the minimum five (5) acre lot size requirement within the Agricultural (AG) zoning district.

The portion of the property proposed for exemption consists of approximately 4.81 acres and was physically separated from the remainder of the parent parcel by County Road 29. As a result of this separation, the identified portion cannot be practically or functionally used in conjunction with the rest of the property. The presence of the county road creates a permanent physical barrier, preventing unified agricultural use, access, or development across the two areas.

Given this constraint, the subject portion's best and only reasonable use is as a separate parcel. Retaining it as part of the larger parcel serves no practical purpose and limits its ability to be used productively.

If the exemption is not granted, a hardship would result in approximately 4.81 acres of land would remain effectively unusable. Because the parcel is divided by a county road, it cannot be integrated with the remainder of the property for agricultural operations or other meaningful use. This would leave a functionally isolated area that cannot be reasonably utilized, developed, or conveyed independently, resulting in a loss of utility and value solely due to circumstances beyond the property owner's control.

In addition to alleviating this hardship, approval of the exemption would align with the county's broader goals of encouraging the creation of additional building lots and expanding opportunities for more affordable housing. Allowing this parcel to be recognized as a separate lot would create a smaller, more attainable option for a potential home site, contributing to housing diversity within the county while maintaining compliance with applicable zoning and land-use standards.

We understand and acknowledge that the parcel is located within an over-appropriated water area and that well permits for parcels under thirty-five (35) acres may require an approved augmentation source or augmentation plan in accordance with county and state regulations. It is also understood that there are no existing wells on the parcel in its current configuration and that any future water use would be subject to all applicable permitting and augmentation requirements. This information will be clearly communicated to any prospective purchaser of the parcel.

Thank you for your consideration of this request. We appreciate the Planning Commission's review and the opportunity to clarify the unique circumstances surrounding this portion of the property.

Best,

Signed by:



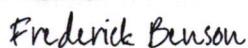
D64B4D1A6D9142C...

Elisabeth McClatchie

Elisabeth.McClatchie@gmail.com

240-675-7790

Signed by:



436E971E87AA40C...

Frederick Benson

fredbenson@gmail.com

435-841-7685



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

No. # E- _____
Fee: \$200.00
Date Paid _____

APPLICATION FOR EXEMPTION FROM SUBDIVISION REGULATIONS

Owner: Elisabeth McClatchie & Frederick Benson _____
Phone #: 240-409-3263 _____ Email address: fredbenson@gmail.com
_elisabth.mcclatchie@gmail.com brian@landhuntergroup.com

Address: _____

Buyer: _____ Phone #: _____

Address: _____

Agent, (if any): _____ Phone #: _____

Address: Vacant Land - TBD

Acreage: 84.88 acres _____

Existing parcel 80.07 acres _____ + 4.81 acres _____ Zone: AG _____ Proposed
parcel(s): 2 _____

Legal Description (existing parcel) – Section 34 Township 8N Range 89W

Driving Directions: _____

- A. Mylar Exemption Plat drawn by a licensed surveyor showing the legal description and acreage of the total property, the exempted parcel, the remaining parcel, and show existing and proposed right-of-ways, easements and buildings.
- B. Copy of the deed, verifying proof of ownership.
- C. Names and mailing addresses of adjacent property owners, together with a map showing location of subject property and the property owned by the adjacent owners.
- D. On plat, dedicate right-of-way for county road, if applicable.
-

Provide the following attachments:

Submitting Application

Application, maps and accompanying textual documents must be turned in to the Planning Department 21 days before the next Planning Commission Meeting. The Planning Commission meets the first Wednesday of each month. The application will be presented to the Planning Commission for their recommendation and then, on the second Tuesday of the month, to the Board of County Commissioners for final approval. A notice of these hearings will be mailed to all adjacent landowners and will be advertised in the Legal Section of the Craig Daily Press.

Application for Exemption from Subdivision Regulations

Under State and County Subdivision Regulations, the division of property containing 35 or more acres into parcels containing less than 35 acres may be accomplished by obtaining approval of an Exemption from Subdivision Regulations, if no more than two parcels will result from the division. If a resulting under 35 acre parcel is contiguous to property under the same ownership, the two properties may merge and, if they form a parcel over 35 acres, an exemption is not needed.

It is required that the applicant, landowner, or agent attend the Planning Commission meeting and recommended that they attend the Board of County Commissioners meeting.

After Planning Commission review, legal notices are sent by the County to the affected property owners at least 15 days prior to consideration by the Board of County Commissioners.

The below signed hereby authorizes the Planning Director to conduct an on-site inspection of the property described to make an informed evaluation of the proposed Exemption.

Applicant Signature: Elizabeth McClatchie 11/10/2025 **Date:** _____

Agent Signature: Frederick Benson 11/10/2025 **Date:** _____

Pursuant to CRS 30-28-110(4) any subdivision or agent of a subdivider who transfers or sells or agrees to sell or offers any subdivided land before a final Plat for such subdivided land has been approved by the BOCC & recorded or filed in the office of the County Clerk and Recorder shall be guilty of a misdemeanor.

Formal Application Process

1. Pre-Application Meeting

All applicants are required to schedule and attend a pre-application meeting with the Planning Department prior to submitting an application.

2. Submission of Application

Following the pre-application meeting, the applicant must submit a completed application package to the Planning Department. This package must include all required forms, maps, and accompanying textual documentation.

3. Departmental Review

Once a complete application package is received, the Planning Director will initiate a comprehensive review process. This includes:

- Verification of Completeness: Ensuring all required materials, forms, and supporting documents are included and properly completed.
- Compliance Check: The proposal will be evaluated for consistency with the County's zoning regulations, subdivision standards, and any other applicable local, state, or federal requirements.
- Request for Additional Information: If necessary, the Planning Department may contact the applicant to request clarification or additional materials to support the review.
- Preparation for Public Hearing: Once the review is complete and the application is deemed ready, staff will prepare a report and recommendation for the Planning Commission.

4. Public Notice Requirements

Once the departmental review is complete and a hearing date has been set, the Planning Department will issue public notices to ensure community awareness and participation:

- Mailed Notice: A notice of the scheduled public hearing will be sent to all adjacent landowners at least 15 days prior to the hearing date.
- Published Notice: The notice will also be published in the Legal Section of the *Craig Daily Press* for at least two separate publications before the hearing.

5. Planning Commission Review

The application will be placed on the agenda for review and recommendation by the Planning Commission at the next applicable meeting date.

*The Planning Commission meets on the first Wednesday of each month.

6. Board of County Commissioners (BOCC) Review

Following the Planning Commission's review and recommendation, the application will be presented to the Board of County Commissioners for final consideration at the next applicable meeting date.

*The BOCC meets on the second and fourth Tuesday of each month

Applicant: _____ File# E- _____

PLANNING COMMISSION ACTION:

() Tabled
() Denied, pursuant to the following findings:
() Approved, pursuant to the following findings:

Chairman, Planning Commission

Date

BOARD OF COUNTY COMMISSIONERS ACTION:

() Tabled
() Denied, Pursuant to the following findings:
() Approved, pursuant to the following findings:

Chairman, Board of County Commissioners

Date

Moffat County Assessor Data Site

Larona McPherson, 1198 W. Victory Way, Suite 102, Craig, CO, 81625
(P) 970.824.9102 | (F) 970.824.9189 | (E) lmcperson@moffatcounty.net

Account Information

ACCOUNTNUMBER	R013448
ACCOUNTTYPE	RealAccount
PROPERTYCODE	4127
PROPERTY CODE DESCRIPTION	DRY FARM LAND-AGRICLTRL
PARCELNUMBER	059934100145
SITUS2	CO
LEGALSUMMARY	S: 34 T: 8N R: 89W LOTS 6, 7, PT OF 11 LESS PARCEL M/B DESC 2025-1451 84.88A M/L
PLSSLEGAL	S: 34 T: 8N R: 89W
PLSSLEGAL_RANGE	89W
PLSSLEGAL_TOWNSHIP	8N
PLSSLEGAL_SECTION	34
METESANDBOUNDS	LOTS 6, 7, PT OF 11 LESS PARCEL M/B DESC 2025-1451 84.88A M/L
TAXAREAD	03_01G
OWNERNAME	MCCLATCHIE, ELISABETH &
OWNERADDRESS	9733 WATER OAK DR FAIRFAX, VA 22031
MODELLIST	1-MODEL_LAND
XUNITS	0

Additional Owner Details

Owner Name	Owner Address
MCCLATCHIE, ELISABETH &	9733 WATER OAK DR FAIRFAX, VA 22031
BENSON, FREDERICK	9733 WATER OAK DR FAIRFAX, VA 22031

Sales Information

Sales information for this account is currently unavailable

Values and Estimated Taxes

Tax Year	Taxable	Actual	Mill Levy	Estimated Tax
2025	\$2,202.00	\$8,156.00	64.249	\$141.48

Property Details

Model	Attribute Name	Attribute Value
LAND 1		
	PROPERTYCODE	4127-100%
	ACTUALAREA	85

Property Images

EXHIBIT MAP

**PORTIONS OF THE NE $\frac{1}{4}$ SW $\frac{1}{4}$ SECTION 34, T8N R89W, 6TH
P.M., MOFFAT COUNTY, COLORADO**

PARCEL ID #059933100129

PARCEL ID #0599344000736

W1/4 CORNER SECTION 34
GLO BRASS CAP
BURIED 1.0'

1325.60

PARCEL ID #059934300053

PARCEL ID #059934400073

Line	Bearing	Distance
1	S 20°23'16"E	46.94
2	S 23°37'00"E	84.56
3	S 25°29'44"E	121.26
4	S 26°52'21"E	110.76
5	S 28°15'00"E	70.24
6	S 31°21'44"E	53.86
7	S 31°49'04"E	66.29
8	S 33°00'00"E	103.05
9	S 33°15'39"E	103.05
10	S 17°31'56"E	50.42
11	N 8°49'48"E	111.30
12	N 10°49'04"E	75.19
13	N 12°49'20"E	65.07
14	N 16°36'49"E	80.07
15	N 26°52'21"W	110.92
16	N 26°20'44"W	119.55
17	N 25°58'00"W	120.00
18	N 20°32'16"W	54.32
19	N 13°38'51"W	60.88
20	N 11°27'00"W	67.79
21	N 11°18'00"W	64.50
22	N 0°37'35"W	64.50

SET NO. 5 REBAR
WITH PLASTIC CA
BL 8 1233000

MOFFAT COUNTY ROAD NO. 29
60' RIGHT-OF-WAY (BOOK 74 PAGE 441)
SEE NOTES

NE1/4 SW1/4

DPO

A group of 3000 persons in the NELG Staff of Section 14, TBN KAPP, 6th P.M., Maclay's Irving, Colorado, bring into play exactly described as follows.

NOTES

1. SURVEYS BASED ON THE NONMONUMENTED EAST WEST CENTERLINE OF SECTION 34.
2. ALL DISTANCES U.S. SURVEY FEET (GROUND DISTANCES).
3. THIS COORDINATE IS IN SECTION 34 AT PAGE 441, MCFARLAIN COUNTY ROAD NO. 3815 VARYING FROM DOOR NOT CLOSE, THE SWIRLING ROCKS, ROGUE, ARKANSAS.

Wings based on the instrumented East West centre of Section 24, both ends being GLO 0.995 Cg = 0.97323872.

HAYDEN INDOORS				EXHIBIT MAP
SECTION 44, T.R. 1 BROW. 6111 E.P.				
MORRIT COUNTY, COLORADO				
NOTICE: According to Colorado Law, you must commence any legal action based upon an alleged violation of this map within two years of the date of the violation. If you are dissatisfied with any action taken by the County, you may file an appeal with the State Board of Land Appeals. Please consult the map for the date of last revision shown hereon.	DRAWING LAND SURVEYORS P.O. BOX 954 HAYDEN, CO 81649 (970) 264-6262			
X-1000	X-1001	X-1002	X-1003	X-1004

NOTICE: According to Colorado Law, you must commence any legal action-based upon any offense in this statute within three years after you first discover such defect. In a civil case, any action may be commenced more than ten years from the date of conviction when facts are known.

Bordering Landowners-

1-

Michael Chesna
433 Clover, Hayden, CO, 81639-5088

2-

Donald Zullian
2879 Fall Creek, Grand Junction, CO, 81503-3079

3-

Ivan Kawcak
7833 County Road 29, Craig, CO, 81625-7920

4-

Terry Cory
7524 COUNTY ROAD 29 CRAIG CO 81625



Special Warranty Deed

(Pursuant to C.R.S. 38-30-113(1)(b))

State Documentary Fee
Date: 4/17/25
\$ 55.86

This Deed, effective as of 4/17/25, signed on the date(s) acknowledged below, by Grantor(s), **FLANDERS RANCH LLC, A COLORADO LIMITED LIABILITY COMPANY AND ZEPPA TRUST, DATED NOVEMBER 12, 1992 AND SHARONMARIE WISEMAN SCALES F/N/A SHARON MARIE WISEMAN AND THE PAUL S. VASSEK TRUST DATED JUNE 21, 2023**, whose street address is **2207 RAINBOW AVE, Laramie, WY 82070, City or Town of Laramie, County of Albany and State of Wyoming**, for the consideration of **FIVE HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED FORTY DOLLARS AND ZERO CENTS (\$558,640.00)**, in hand paid, hereby sell(s) and convey(s) to **ELISABETH MCCLATCHIE AND FREDERICK BENSON**, whose street address is **180 North University Ave. Ste 260, Provo, UT 84601, City or Town of Provo, County of Utah and State of Utah**, the following real property in the County of **Moffat** and State of **Colorado**, to wit:

TOWNSHIP 8 NORTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

SECTION 34: LOTS 6, 7, 9, 10, 11 AND 16,

SECTION 35: LOTS 12 AND 13,

COUNTY OF MOFFAT, STATE OF COLORADO.

EXCEPTING THEREFROM:

THE PROPERTY CONVEYED TO MOFFAT COUNTY,

IN DEED RECORDED SEPTEMBER 24, 1936 IN BOOK 74 AT PAGE 441,

COUNTY OF MOFFAT, STATE OF COLORADO.

also known by street and number as: **(VACANT LAND) TBD CR 29, CRAIG, CO 81625**

with all its appurtenances and warrant(s) the title to the same against all persons claiming under me(us), subject to Statutory Exceptions.

(SEE ATTACHED SIGNATURE PAGES)

When recorded return to: **ELISABETH MCCLATCHIE AND FREDERICK BENSON**
180 North University Ave. Ste 260, Provo, UT 84601



Special Warranty Deed with Statutory Exceptions
SIGNATURE PAGE - Page 1 of 4

**FLANDERS RANCH LLC, A COLORADO LIMITED
LIABILITY COMPANY**

By: Mary E. Stepans, manager
Mary E. Stepans, Manager

State of Colorado
County of Rouff

The foregoing instrument was acknowledged before me on this day of 4/17/25 by MARY E. STEPANS AS MANAGER
OF FLANDERS RANCH LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and official seal

My Commission expires: 1

KENDRA RAE RIGONI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134043639
MY COMMISSION EXPIRES 07/26/2025

Special Warranty Deed with Statutory Exceptions

SIGNATURE PAGE - Page 2 of 4

ZEPPA TRUST, DATED NOVEMBER 12, 1992

Nicholas E. Zeppa, successor trustee

By:

Nicholas E. Zeppa, Successor Trustee

State of **Florida**

)

County of **Manatee**

)ss.

)

The foregoing instrument was acknowledged before me on this day of 04/15/2025 by **NICHOLAS E. ZEPPE AS
SUCCESSOR TRUSTEE OF THE ZEPPE TRUST, DATED NOVEMBER 12, 1992**
Notarized remotely online using communication technology via Proof.

Witness my hand and official seal

My Commission expires: 12/28/2027

Patricia B. Fradette
Notary Public



PATRICIA B. FRADETTE

Notary Public - State of Florida

Commission # HH441588

Expires on December 26, 2027

Special Warranty Deed with Statutory Exceptions
SIGNATURE PAGE - Page 3 of 4

SharonMarie Wiseman Scales

Sharonmarie Wiseman Scales, F/N/A Sharon Marie
Wiseman

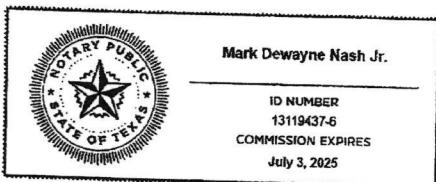
State of Texas)
County of Ellis)ss.
)

The foregoing instrument was acknowledged before me on this day of April 18, 2025 by **SHARONMARIE WISEMAN SCALES**
FORMERLY KNOWN AS SHARON MARIE WISEMAN

Witness my hand and official seal

My Commission expires: 07/03/2025

Mark Dewayne Nash Jr.
Notary Public of Texas, Mark Dewayne Nash Jr.



Electronically signed and notarized online using the Proof platform.

Special Warranty Deed with Statutory Exceptions

SIGNATURE PAGE - Page 4 of 4

THE PAUL S. VASSEK TRUST DATED JUNE 21, 2023

By: Paul S. Vassek, Trustee
Paul S. Vassek, Trustee

State of Florida)
County of Lee)ss
)

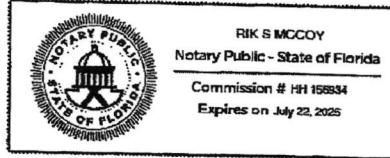
The foregoing instrument was acknowledged before me on this day of April 14th 2025 by **PAUL S. VASSEK AS TRUSTEE OF THE PAUL S. VASSEK TRUST DATED JUNE 21, 2023**

Witness my hand and official seal

My Commission expires: 07/22/2025

Notary Public

ID's Produced: Driver's License



Notarized remotely online using communication technology via Proof.



MOFFAT COUNTY ROAD DEPARTMENT

2026 Cattle Guard Iron Bid Recommendation

To: County Commissioners

From: Road and Bridge Department

Re: 2026 Cattle Guard Iron and Miscellaneous Steel Bid Award Recommendation

The Road and Bridge Department respectfully submits this bid award recommendation for the 2026 Cattle Guard Iron and Miscellaneous Steel procurement.

Bids were received from the following vendors:

- **Doughty Steel & Machine (Delta)** – Total Bid: **\$26,516.00**
- **Pacific Steel & Recycling** – Total Bid: **\$31,865.24**
- **Craig Steel** – Total Bid: **\$32,212.00**
- **Vraid Systems Limited** – Total Bid: **\$77,700.00**

The total budget allocated for 2026 Cattle Guard Iron and Miscellaneous Steel is **\$50,000.00**. All bids were reviewed for compliance with specifications, pricing, and delivery terms.

Doughty Steel & Machine submitted the **lowest responsive and responsible bid** at **\$26,516.00**, which is well within the approved budget. The bid includes **FOB pricing**, resulting in additional cost savings to the County.

Based on the evaluation of the submitted bids and in the best interest of the County, the **Road and Bridge Department recommends awarding the 2026 Cattle Guard Iron and Miscellaneous Steel bid to Doughty Steel & Machine of Delta in the amount of \$26,516.00**.

We respectfully request the Board's approval of this recommendation.

Sincerely,

Dan Miller, Director

Moffat County Road and Bridge Department



MOFFAT COUNTY ROAD DEPARTMENT

Moffat County Commissioners,

This letter serves as a formal recommendation regarding the bid received for the 2026 Magnesium Chloride (Mag Chloride) Application Project for Moffat County.

Moffat County advertised and solicited bids for the 2026 Mag Chloride project. One (1) bid was received by the deadline, submitted by Envirotech Services, at a unit cost of \$1.23 per gallon.

For the 2026 application season, the total projected quantity of magnesium chloride to be applied is approximately 747,048 gallons. We anticipate that private entities will be funding a portion of this volume, with contributions totaling approximately 81,712 gallons. At the bid price, these private contributions total \$100,505.76, resulting in an estimated County-funded volume of 658,050 gallons.

At the bid price of \$1.23 per gallon, the total projected cost to Moffat County is \$809,401.50. This amount is well within the approved 2026 budget allocated for magnesium chloride applications.

Envirotech Services has submitted a responsive bid that meets the project specifications, and the pricing is reasonable and fiscally responsible. Based on the bid received and available budget, staff recommends awarding the 2026 Magnesium Chloride Application Project to Envirotech Services.

We respectfully request the Board's approval to proceed with awarding the bid accordingly.

Respectfully submitted,

Dan Miller, Director

Moffat County Road Department



MOFFAT COUNTY ROAD DEPARTMENT

2026 Salvage Metal

Bid Results

X-Field Services \$31.00 per ton

The Road & Bridge Management recommends that the 2026 Salvage Metal contract be awarded to X-Field Services.

Dan Miller,

Director

Road & Bridge Dept.

SALE AND OPERATING AGREEMENT
Between Moffat County, Colorado and Craig Skatepark Alliance
Regarding Temporary Indoor/Outdoor Wheeled Sports Equipment
& Use of the Covered Picnic Shelter (US-40 & Bellaire Street)



This **Sale and Operating Agreement** ("Agreement") is entered into as of the 13th day of January, 2026 ("Effective Date"), by and between the **Board of County Commissioners of Moffat County, Colorado** ("County") and **Craig Skatepark Alliance**, a Colorado nonprofit organization ("CSA"), collectively referred to as the "Parties."

1. Purpose

The purpose of this Agreement is to (1) transfer ownership of certain portable skateboarding ramps from CSA to the County for nominal consideration, and (2) establish terms under which the County will work with the CSA to temporarily set up, and operate these ramps inside the covered picnic shelter located at the corner of U.S. Highway 40 and Bellaire Street in Craig, Colorado ("Facility") during the winter season ending **Sunday, April 26, 2026**.

2. Sale of Equipment

2.1 Equipment.

CSA agrees to sell to the County the following equipment:

- One (1) set of **Keen Ramps** portable skateboarding ramps and related components (the "Ramps"), originally donated to CSA at an estimated value of **Three Thousand Dollars (\$3,000.00)**.

See **Exhibit A: Itemized List of Ramps, Professionally Built by Keen Ramps.**

2.2 Purchase Price.

The County agrees to purchase the Ramps from CSA for **One Dollar (\$1.00)**, receipt of which shall constitute full and fair consideration.

Non-Appropriation: Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the parties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.

2.3 Ownership.

Upon execution of this Agreement and exchange of consideration, ownership of the Ramps shall transfer to the County. After the operating period concludes, the County may retain, store, repurpose, or dispose of the Ramps at its sole discretion.

3. Temporary Use & Operating Terms

3.1 Setup and Location.

The County authorizes CSA to place and operate the Ramps inside the Facility for the duration of this Agreement.

3.2 Operating Period.

Authorized use begins upon execution and remains in effect until **April 26, 2026**.

3.3 Access

- Operating days and times are communicated on signage provided and posted by CSA. After dark, lights may be turned on upon request until 9PM.
- The Facility is to be open to the public between 9AM-9PM as communicated on signage provided by CSA.

3.4 County Responsibilities.

The County provides the Facility to the public “as-is” and does not commit staff time, supervision, maintenance, or operational resources for wheeled-sport activities.

3.5 CSA Responsibilities.

CSA shall:

- Turn lights on until 9PM upon request.
- Set up, position, maintain, and, if necessary, remove the Ramps to ensure safe operation.
- Produce and install **two (2) prominent signs**—one at the entrance and one inside the Facility—communicating rules, etiquette, and liability notices.
- Comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations.

4. Assumption of Risk & Liability

4.1 Participant Assumption of Risk.

All individuals entering or using the Facility do so **at their own risk**. Skateboarding, scootering, BMX, and other wheeled sports are inherently hazardous.

4.2 County Liability.

The County assumes **no liability** for injury, property damage, or death occurring in connection with activities authorized under this Agreement.

4.3 CSA Liability.

CSA assumes no liability for injury, property damage, or death related to voluntary participation by users. CSA provides volunteer supervision only and does not guarantee the safety or condition of equipment or surfaces.

4.4 Indemnification.

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

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

5. Rules, Etiquette, and Liability Notice (for posting at Facility).

CSA will produce and install signage including the following language:

RULES & ETIQUETTE:

- YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY. SKATE OR RIDE AT YOUR OWN RISK.**
- USE OF THIS FACILITY IMPLIES YOUR UNDERSTANDING THAT NEITHER MOFFAT COUNTY NOR CRAIG SKATEPARK ALLIANCE ARE LIABLE FOR ANY INJURY, DAMAGE, OR DEATH.**
- USE OF THIS FACILITY IS ONLY PERMITTED WHEN THE GATE IS UNLOCKED AND OPEN. BY ENTERING THE SKATE AREA, YOU ASSUME ALL RISKS ASSOCIATED WITH RIDING.**

PARK HOURS:

ONLY WHEN THE GATE IS UNLOCKED AND OPEN AND A CSA REPRESENTATIVE IS PRESENT, BETWEEN THE HOURS OF 9:00 AM – 9:00 PM.

SAFETY FIRST:

- Helmets and protective gear are encouraged.
- Ensure your skateboard, bike, scooter, or gear is functioning properly before riding.

- Inspect surfaces and clear debris before use.
- Weather and surface conditions change quickly—ride accordingly.
- Riding is hazardous; if you are here, **you assume the risk.**

COURTESY & RESPONSIBILITY:

- Ride within your abilities; progress gradually.
- **Children 12 and under require adult supervision.**
- Yield to and assist less experienced riders.
- Be aware of others and respect their space.
- Spectators must remain outside the riding area.
- Graffiti, tagging, stickers, or modifications are prohibited. Cameras are in use.
- Clear landing zones quickly.
- Do not “snake” or cut riders’ lines—wait your turn.
- Look around before dropping in or starting your line.

RIDING JUMPS & FEATURES:

- Building or modifying features is prohibited.
- BMX pegs are not allowed on coping.

PROHIBITED:

- **NO GLASS**
- **NO SMOKING OR VAPING**
- **NO DRUG OR ALCOHOL USE**
- **NO GRAFFITI**
- **NO LITTERING**
- **NO VANDALISM**
- **NO WEAPONS**
- **NO RECKLESS OR DISRESPECTFUL BEHAVIOR**

Violators will be asked to leave, or banned at the discretion of Moffat County or CSA representatives.

**THIS FACILITY IS A PRIVILEGE. TAKE CARE OF IT TO HELP US
BRING A PERMANENT CONCRETE SKATEPARK TO CRAIG. PLEASE
DONATE: CRAIGSKATEPARK.ORG**

6. Termination.

The Parties may terminate this Agreement without cause at any time by giving at least thirty (30) days written notice. If this Agreement is terminated, the CSA shall promptly remove the ramps from the facility, unless otherwise agreed by writing.

7. Miscellaneous.

This Agreement does not create a partnership, joint venture, or employment relationship between the Parties. Amendments must be in writing and signed by both Parties. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado.

8. Severability.

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

9. Notices.

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

Moffat County's Representative:

Moffat County BOCC
1198 W. Victory Way, Ste. 104
Craig, CO 81625
(970) 824-5516

CSA's Representative:

10. Headings.

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

11. Authority.

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

12. Counterparts and Facsimile Signatures.

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

13. Force Majeure.

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

14. Modifications.

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

15. Integration of Understanding.

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

16. Governing Law

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

17. Signatures

Craig Skate Park Alliance

By: _____
Name: _____
Title: _____
Date: _____

**MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS, Moffat County, Colorado**

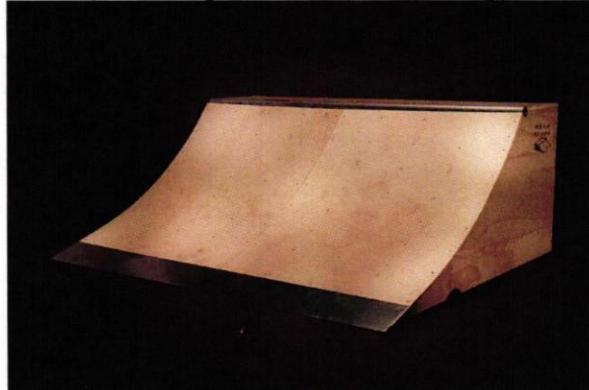
By: _____
Melody Villard, Chair
Date: _____

EXHIBIT A: RAMPS

9 Ramps professionally built by Keen Ramps - <https://keenramps.com/>

3x8' Quarter Pipe

(\$1250 msrp)



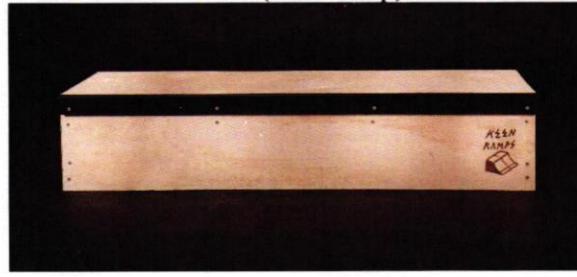
Kicker

(\$240 msrp)



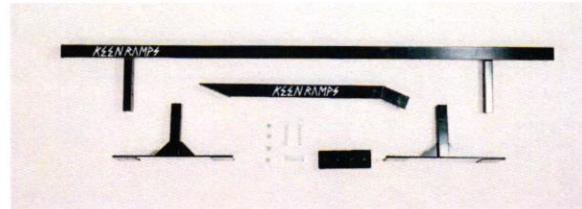
4' Grind Box

(\$240 msrp)



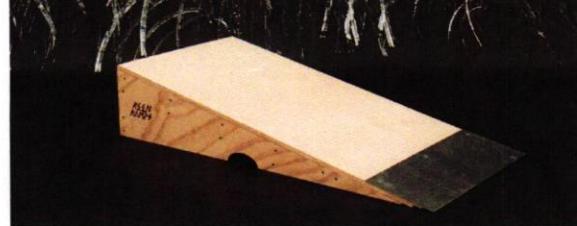
8' Rail

(\$300 msrp)



2' Wedge (x2)

(\$480 msrp)



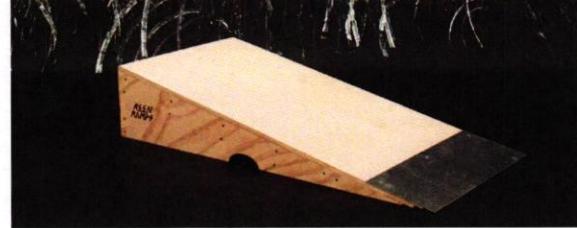
A-Frame

(\$900 msrp)



4' Wedge (x2) - Discontinued

(\$960 msrp)



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BY ENTERING THE SKATE PARK FACILITY, YOU ASSUME ALL RISKS ASSOCIATED WITH SKATING, RIDING, OR VIEWING.

CHILDREN 12 & UNDER REQUIRE ADULT SUPERVISION.

PARK HOURS:

9:00 AM – 9:00 PM.

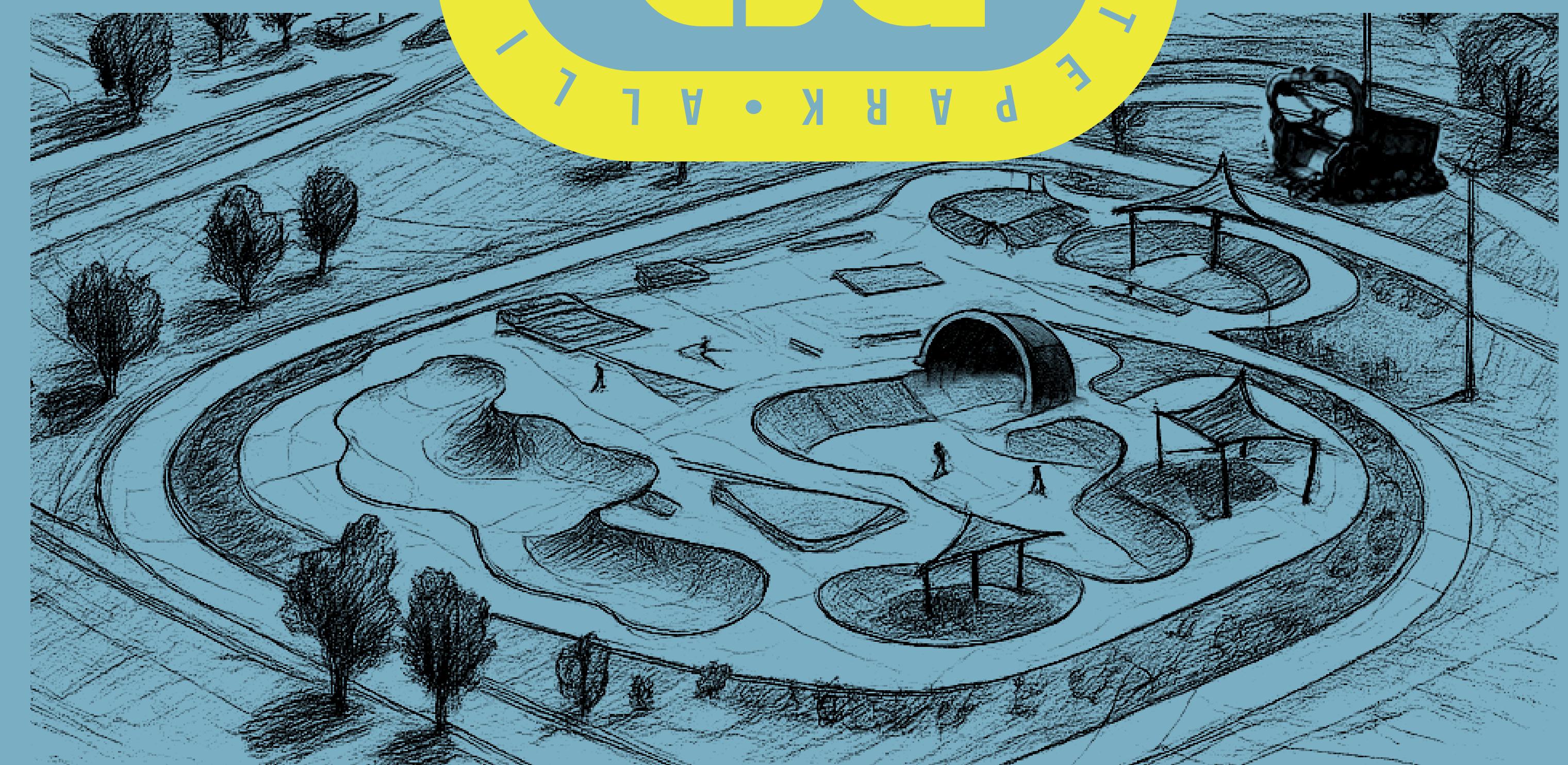
COURTESY & RESPONSIBILITY:

Ride within your abilities; progress gradually.
Help younger riders learn and progress.
Be aware of others and respect their space.
Spectators must remain outside the riding area.
Clear landing zones quickly.
Do not "snake" or cut riders' lines—wait your turn.
Look around before dropping in or starting your line.
Graffiti, tagging, stickers, or modifications are prohibited.

RIDING JUMPS & FEATURES:

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SAFETY FIRST: Helmets and protective gear are encouraged.
Ensure your equipment is functioning properly before riding.
Inspect surfaces and clear debris before use.
Weather and surface conditions can change quickly—ride accordingly.
Skating and Riding is hazardous; if you are here, you assume the risk.



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PLEASE DONATE: WWW.CRAIGSKATEPARK.ORG