

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

221 W Victory Way, Suite 130 Craig, Colorado 81625

(970) 824-5517

(970) 824-9191 fax

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, January 19, 2021

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Approve minutes:

- a) January 5 & 11 (pgs 3-5) (pgs 6 & 7)
- b) 2021-06: Advance from General Fund to Sunset Meadows II Fund (pg 8)
- c) 2021-07: Resolution for Payment of Warrants (pg 9)
- d) 2021-08: Resolution for Transfer of Payroll Warrants (pg 10)
- e) 2021-09: Appointment of Budget Officer (pg 11)
- f) 2021-10: Transfer of Intergovernment Funds for the month of January (pg 12)
- g) 2020-119: Payback of Advance from General Fund to Conservation Trust Fund (pg 13)
- h) Tri-State/Road & Bridge Department Purchase Order contract for 2021 Landfill Fees (pgs 14-17)
- i) Treasurer Reports (pgs 18-21)
- j) Department of Human Services Electronic Transactions for November (pg 22)
- k) Letter of Support for Maybell Diversion Head Gate Project (pg 23)
- l) Master Contract for Medical Director for the EMS Program (pgs 24-33)
- m) DHS "Work Number" Memo of Understanding (pgs 34-72)

Public Comment, General Discussion:

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

BOCC :

- General Discussion
- Change of Officers
- 1) - Ex-Officio seats (pgs 73-76)
- 2) - Volunteer Board seat selections (pg 77)



4:21 PM 1/15/2021

Staff Reports:

Public Hearing:

9:00 am:

3) Planning & Zoning – Jerry Hoberg

- S-21-01: Resubdivision of Lots 874 & 875 in Wilderness Ranch(pgs 79-81)
- E-21-01: Forbes Exemption (pgs 82-84)

4) Office of Development Services – Roy Tipton

- Final Settlement letter to Ducey Electric for Loudy-Simpson Park project(pg 85)
- Design Services contract w/Traenor for new Courthouse (pgs 86-111)
- Bond Attorney contract (pgs 112-118)

5) Road & Bridge Department – Dan Miller

- Monthly Report (pg 119)

Adjournment

The next scheduled BOCC meeting will be Tuesday, February 2, 2021 - 8:30 am

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

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

Moffat County's YouTube link to view meeting:

https://youtu.be/_usIZ-N0nOU



4:21 PM 1/15/2021

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

January 5, 2021

In attendance: Ray Beck, Chair; Don Cook, Board Member (by phone); Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Josh Carney; Jeff Comstock; Tony Bohrer; Rebecca Tyree; Roy Tipton; Mason Siedschlaw; Dixie Beck; Lennie Gillam; Melody Villard; Kari Ladrow; (ZOOM) Jessica Counts; Jennifer Holloway; Shannon Lukens; Tom Kleinschnitz; Tammy Raschke

Call to Order
Pledge of Allegiance/Moment of Silence

Commissioner Beck called the meeting to order

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

Consent Agenda -

Review & Sign the following documents: (see attached)

Approve minutes:

- a) December 22 & 29
- b) Board of Public Health: December 17
- c) 2021-01: Official Newspaper
- d) 2021-02: Treasurer Depositories
- e) 2021-03: Posting Meeting Dates
- f) 2021-04: Resolution for Payment of Warrants
- g) 2021-05: Resolution for Transfer of Payroll Warrants
- h) Ultra-Cold Freezer Loan Agreement

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

Public Comments, General Discussion & BOCC Reports:

BOCC:

- General Discussion was held among the Board:

✓ **Beck:**

- New proposed bill regarding regulation of County/District Boards of Health
- Announced open volunteer board seats
- Xcel announced yesterday that they would be closing the power plant in Hayden earlier than expected
- Welcomed the new commissioners-elect and presented them with informational notebooks

✓ Cook:

- Wished the new Commissioners-Elect well and assured them as long as they do what is in the best interest of the community, that's how they will be able to live with the decisions that they will have to make. Commented that there were parts of the job that he wouldn't miss, but he would definitely miss the people.

✓ Broom:

- Thanked Commissioners Beck & Cook for the last two years and presented them with appreciation plaques.
- County Facility reopening discussion

Discussed reopening the Courthouse and allowing some of the other larger departments to continue to work in ways that works for them. Kari Ladrow spoke about precautions that will remain in place. It was decided by consensus that the Courthouse would reopen to the public on Monday, January 5.

- 5 Star Program letter of support (see attached)

Kari Ladrow came up before the BOCC to discuss the formation of an administrative advisory committee for the 5 Star Program. Businesses that apply for and qualify for this program can either stay open or open at a higher capacity. Currently, Moffat County does not meet the metrics (you have to be at the Orange Level for two weeks) for this program. The Advisory Committee is trying to position the County, so that when we do meet the metrics, we can offer the program to our local businesses.

Cook moved to sign the **letter of support for the 5 Star Program**. Broom seconded the motion. Motion carried 3-0.

Staff Reports.

Office of Development Services – Roy Tipton (see attached)

- Underwriter Engagement agreement

This is the next step in the new courthouse process. Stifel, Nicolaus & Company has bought the George K. Baum Company, who had done the original Public Safety Center bonds in 1997. Kim Crawford will be retained as a bond attorney.

Cook made a motion to approve the **Underwriter Engagement agreement w/Stifel, Nicolaus & Company, Incorporated**. Broom seconded the motion. Motion carried 3-0.

Department of Public Health – Kari Ladrow

- Public Health update

- COVID vaccinations are being received 100 doses per week and the Public Health Department is trying to push them out as soon as possible. Sandrock Ridge, Police Dept, Sheriff Dept, School District employees, and Memorial Regional Health staff have already been vaccinated. The 70+ population is the next area of concentration.

- An ultra-cold freezer was received for use to keep the vaccinations fresh. Once opened, they must be used within 6 hours.
- Another COVID related death in Moffat County
- Public Health is looking forward to the time that they can do other things that are not related to COVID
- Tri-County Vulnerable populations taskforce

Commissioner Cook spoke about the background of the Moffat County Public Health Department, and complimented Kari and her staff on all the work they have done.

Meeting adjourned at 9:18 am

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

January 11, 2021 – Special Meeting

In attendance: Ray Beck, Chair; Don Cook, Board Member (by phone); Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Josh Carney ; Jeff Comstock; Tony Bohrer; Mason Siedschlaw; Melody Villard

Call to Order

Commissioner Beck called the meeting to order

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

Consent Agenda –

- Letter of Resignation from Ray Beck as Chairman of the Housing Authority Board (see attached)

Beck explained that last week, County Attorney Rebecca Tyree, brought it to his attention that according to the by-laws of the Housing Authority Board, as chairman, he had to submit an official letter of resignation.

Cook made a motion to accept Beck's Letter of Resignation as Chairman of the Housing Authority Board. Broom seconded the motion. Motion carried 3-0. This letter will be passed along to the Housing Authority Board.

- Intergovernmental Agreement with Rio Blanco County for shared services of Department of Human Services Director (see attached)

Cook has been part of a committee made up of Moffat and Rio Blanco County Elected Officials & employees that has been working for months to combine the Director position for each county's Department of Human Services. After conferring with the CO Department of Public Health & Environment, this agreement was formulated and signed by the Rio Blanco County Commissioners yesterday.

Cook made a motion to approve the Intergovernmental Agreement with Rio Blanco County for shared services of Department of Human Services Director. Broom seconded the motion. Motion carried 3-0.

- Consider offer of position for Department of Human Services Director

Human Resources Director, Lynette Siedschlaw, explained that the top two candidates were interviewed (in person) last Friday. Of the two candidates, the hiring committee is recommending hiring Tia Murray. She currently resides in Oklahoma City, OK, and would be able to begin February 1st. Siedschlaw recommended hiring Murray at a Step 4, which is \$107, 123.38/year. Moffat County would be responsible for 60% of the salary, but the State reimburses us for 20% of that. Cook spoke highly of Murray from the interview process. Commissioner Broom thanked Cook for all of his work on the candidate search.

Cook moved to approve offering the dual county Director of Human Services Director to Tia Murray for an annual salary of \$107,123.38; Moffat County will be responsible for 60% and Rio Blanco for 40%. Broom seconded the motion. Motion carried 3-0.

Cook thanked Siedschlaw for all her hard work on this process; Siedschlaw said she was off to contact Murray with the job offer.

Meeting adjourned at 1:45 pm

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

Resolution 2021-06
Advance from General Fund to Sunset Meadows II Fund

WHEREAS, Sunset Meadows II Fund has been awarded a grant from the Department of Local Affairs to be received after expenditures are made;

WHEREAS, Sunset Meadows II Fund has funding available from the Reserve for Replacement as part of the HUD loan to utilize towards improvements to the building, which are drawn down after expenditures are made;

WHEREAS, reimbursements are awaited from the Department of Local Affairs and the Reserve for Replacement which are sufficient to cover an advance to the Sunset Meadows II Fund from the General Fund;

WHEREAS, the Board of County Commissioners of the County of Moffat has determined that the General Fund should advance \$200,000 to the Sunset Meadows II Fund until reimbursement is received;

WHEREAS, this advance will be paid back to the General Fund from the Sunset Meadows II Fund by December 31, 2021. This is not a budgetary transfer since it does not increase or decrease the original appropriation to either fund.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Moffat County, Colorado that the General Fund will advance \$200,000 to the Sunset Meadows II Fund to be repaid to the General Fund by December 31, 2021.

Adopted this 19th day of January 2021.

Donald Broom
Chairman, Board of County Commissioners

State of Colorado)
)§
County of Moffat)

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

Witness my hand and the seal of said County this 19th day of January 2021.

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

RESOLUTION 2021-07
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JANUARY 2021

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

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

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

	Check Date:	1/19/2021	
FROM FUND:			
General	110	\$228,877.78 CR	0010.7000
Road & Bridge	200	\$42,951.79 CR	0020.7000
Landfill	240	\$783.50 CR	0070.7000
Airport	260	\$8,795.73 CR	0120.7000
Emergency 911	270	(\$101.40) CR	0350.7000
Capital Projects	510	\$48,911.11 CR	0160.7000
Conservation Trust	211	CR	0060.7000
Library	212	\$4,300.63 CR	0130.7001
Maybell Sanitation	610	\$1,614.14 CR	0280.7000
Health & Welfare	720	\$19,765.65 CR	0080.7000
Senior Citizens	215	\$1,860.81 CR	0170.7000
Internal Service Fund	710	\$595.06 CR	0325.7000
Lease Purchase Fund	410	CR	0175.7000
NCT Telecom	520	CR	0166.7000
Mo Co Tourism Assoc	219	\$26,806.54 CR	0320.7000
PSC - JAIL	210	\$22,319.52 CR	0072.7000
Human Services	220	\$1,307.61 CR	0030.7100
Public Health	250	\$25,108.97 CR	0065.7000
Sunset Meadows I	910	\$13,754.01 CR	0168.7000
Sunset Meadows I Security	910	CR	0167.7000
Sunset Meadows II	920	\$15,556.63 CR	0169.7000
Sunset Meadows II Security	920	CR	0171.7000
Museum	229	CR	0310.7000
ACET	275	CR	0310.7000
Shadow Mountain LID	530	CR	0110.7000
MC Local Marketing District	231	CR	0050.7000
To Fund			
Warrant		\$463,208.08 DR	

Adopted this _____ day of _____ 2021

RESOLUTION 2021-08
PAYMENT OF PAYROLL WARRANTS
PAYROLL ENDING 1/09/2021

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:

1/15/2021

FROM FUND:

General	0010.7000	\$281,030.98	cr
Road & Bridge	0020.7000	\$193,316.12	cr
Landfill	0070.7000	\$15,719.00	cr
Airport	0120.7000	\$2,454.26	cr
Library	0130.7001	\$10,268.41	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$9,590.64	cr
Mo Co Tourism	0320.7000	\$3,030.75	cr
PSC Jail	0072.7000	\$92,210.67	cr
Human Services	0030.7100	\$92,210.12	cr
Public Health	0065.7000	\$21,800.16	cr
SM I	0168.7000	\$4,773.28	cr
SM II	0169.7000	\$5,436.69	cr

TO FUND:

Warrant	0100.1000	\$731,841.08	dr
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Adopted this _____ day of _____ A.D. 2021

Chairman

STATE OF COLORADO)

)ss.

COUNTY OF MOFFAT)

I, Tammy Raschke, County Clerk and Ex-officio Clerk to the Board of

RESOLUTION 2021-09
APPOINTMENT OF BUDGET OFFICER

WHEREAS, the Board of County Commissioners of the County of Moffat and State of Colorado is required by Colorado Revised Statute 29-1-104 to "designate or appoint a person to prepare the budget and submit the same to the governing body".

WHEREAS, the Board of County Commissioners is appointing the Budget Officer to prepare the 2022 budget and submit the same to the governing body.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Moffat County, Colorado that Mindy Curtis, Finance Director, is appointed as the Budget Officer pursuant to §29-1-104, C.R.S. for the 2022 Budget.

ADOPTED this 19th day of January, 2021.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

Donald Broom, Chair

STATE OF COLORADO)
)§
COUNTY OF MOFFAT)

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

Witness my hand and the seal of said County this 19th day of January, 2021.

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

Resolution 2020-119
Payback of Advance from General Fund to Conservation Trust Fund

WHEREAS, the Board of County Commissioners of the County of Moffat had determined that the General Fund should advance \$75,000 to the Conservation Trust Fund in resolution 2020-93;

WHEREAS, this advance should now be paid back to the General Fund from the Conservation Trust Fund. This is not a budgetary transfer since it does not increase or decrease the original appropriation to either fund.

NOW, THEREFORE BE IT RESOLVED that the Moffat County Treasurer is hereby authorized to clear \$75,000 from the Conservation Trust Fund to the General Fund.

Adopted this 19th day of January 2021.

Donald Broom
Chairman, Board of County Commissioners

State of Colorado)
)§
County of Moffat)

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

Witness my hand and the seal of said County this 19th day of December 2021.

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



TRI-STATE

Generation and Transmission
Association, Inc.

A Touchstone Energy Cooperative



CONTRACT # 00298662

PAGE 1

Date of Contract

12/30/2020

VENDOR:

MOFFAT COUNTY ROAD DEPARTMENT
MUNICIPAL SOLID WASTE LANDFILL

P.O. BOX 667
CRAIG CO 81626

CONTACT:

970 824-3211
bwhite@moffatcounty.net

WORK LOCATION:

CRAIG GENERATING STATION
2101 SOUTH RANNEY STREET
CRAIG CO 81625

BILL TO:

ACCOUNTS PAYABLE DEPARTMENT
P.O. BOX 33449
DENVER CO 80233

OR EMAIL INVOICES TO:

AccountsPayableDept@tristategt.org

The Master Minor Off-Site Services Agreement ("master agreement") effective as of February 4, 2016 by and between Tri-State Generation and Transmission Association, Inc. And the Board of County Commissioners of Moffat County, Colorado shall govern this contract with a copy attached hereto and made a part hereof by this reference. Unless specifically modified herein, nothing contained in this contract shall alter, amend, waive, or otherwise modify the terms of the agreement. All terms not otherwise defined herein shall have the meaning assigned to them in the Master Agreement

This contract is by and between Tri-State Generation and Transmission Association, Inc. ("Tri-State") and Moffat County Road Department ("Vendor"), issued to procure services at Tri-State.

I. Services

Vendor shall provide all labor, supervision, materials, tools and incidentals to perform the following services:

Scope of work: landfill fees

Moffat county road and bridge (landfill).

2021 Rates are listed below:

<u>Description</u>	<u>Resident</u>	<u>Non-Resident</u>
	\$15.00 (Minimum)	\$20.00 (Minimum)
Municipal Waste	\$50.00/ton	\$80.00/ton
Residential Waste	\$50.00/ton	\$80.00/ton
Commercial-Industrial	\$50.00/ton	\$80.00/ton
Solid Waste	\$45.00/ton	\$80.00/ton
Concrete	\$50.00/ton	\$80.00/ton
Special Waste (contaminated soils) (non-friable and friable asbestos)	\$55.00/ton	\$110.00/ton
Tires		
Car/Pickup	\$6.00/tire	\$15.00/tire
Semi Truck	\$10.00/tire	\$20.00/tire
Equipment	\$30.00/tire	\$60.00/tire

II. Period of performance and OATR

The services shall be arranged through Tri-State's authorized technical representative ("OATR"). Vendor shall coordinate its activities with the OATR for the successful completion of the services in a timely manner. All services shall begin 01/01/2021 and be completed by 12/31/2021.

The OATR for this contract is Brandon Cooper. The OATR's telephone number is (970) 824-4411 ext. 4626.

III. Contract price

Compensation for services shall not exceed \$1,000.00 and be paid on a time and material (T&M) basis. Any amount invoiced greater than this will not be approved or paid without an executed amendment from Tri-State. For the proper administration of the T&M work, vendor shall keep full and detailed accounts of the cost of performing the T&M work authorized by Tri-State unless otherwise stated in the contract, materials will be invoiced at vendor's cost without a markup and time will be invoiced at the rates set forth in this contract.

IV. Invoicing:

All invoices must show Tri-State's contract number (298662), and be itemized as applicable. Tri-State requires a copy of the fully executed signature page of the contract be submitted with the vendor's first invoice. If such fully-executed signature page is not received by Tri-State, payment may be denied or delayed.

Tri-State is not responsible for payment for services outside the scope of services of this contract or greater than the contract price, without prior written authorization from Tri-State in the form of an amendment to this contract or a newly issued contract from a Tri-State contract administrator.

**TRI-STATE**Generation and Transmission
Association, Inc.A Touchstone Energy[®] Cooperative**CONTRACT # 00298662****PAGE 4**

Date of Contract

12/30/2020

Pricing Method: NOT TO EXCEED TVO**Payment Terms: Net 30 Days****Total Amount of Contract :****\$1,000.00**

VENDOR MUST ACKNOWLEDGE RECEIPT OF THIS CONTRACT BY SIGNING THE ACKNOWLEDGEMENT/COMPLIANCE SECTION BELOW AND RETURNING A COPY OF THIS CONTRACT TO OUR PROCUREMENT DEPARTMENT. THE ORIGINAL COPY OF THIS CONTRACT AGREEMENT IS FOR THE VENDOR'S FILE. VENDOR AGREES THAT THIS CONTRACT INCLUDING ITS RELATED TERMS AND CONDITIONS, SCHEDULES, AND ANY ATTACHMENTS CONSTITUTES THE SOLE AGREEMENT BETWEEN THE TWO PARTIES CONCERNING THE SUBJECT MATTER.

 APPROVED BY: RICHARDS	VENDOR'S ACCEPTANCE SIGNATURE:	
	CONTRACT # 00298662	DATE:

CONTRACT ADMINISTRATOR:

GERALD L RICHARDS

PHONE: 720.872.7174

FAX: 303.254.3046

EMAIL:

GRichards@tristategt.org**End of Contract**

MONTHLY REPORT OF MOFFAT COUNTY TREASURER
NOVEMBER 31, 2020 THRU DECEMBER 2020

FUND	BEGINNING BALANCE	REVENUES				TRANSFERS (IN)	DISBURSEMENTS		TRANSFERS-OUT	ENDING BALANCE
		CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP		CASH WITHDRAWALS	TREASURERS FEES		
GENERAL FUND - 01	16,515,290.53	2.08	442,930.13			42,076.08		-13,053.56	-1,145,021.76	15,842,223.50
ROAD & BRIDGE FUND 02	13,174,211.48		90,325.05		72,497.01	25.98		-587.27	-668,808.68	12,667,663.57
DEPARTMENT OF HUMAN SERVICES - 22	1,232,467.14	.12	153,508.37			162.75			-174,630.31	1,211,508.07
ACET	0.00									0.00
MOFFAT COUNTY LOC MKRT DIST - 31	547,917.10		15,885.51						-24,327.48	539,475.13
CONSERVATION TRUST FUND - 11	151,415.96		80,896.24			44,247.89		-808.96		275,751.13
MOFFAT COUNTY PUBLIC HEALTH - 25	358,535.86	.04	28,664.09			17,077.62			-51,782.98	352,494.63
LANDFILL - 04	973,169.30		60,008.83					-598.82	-38,028.89	994,550.42
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND 21	1,069,949.08		170,157.03						-177,230.11	1,062,876.00
COUNTY HEALTH & WELFARE - 14	2,693,276.97		353,605.90			-16,607.44			-637,020.65	2,393,254.78
MEMORIAL REGIONAL HEALTH	5,192.60	.32				437.13	-5,192.60			437.45
WARRANT FUND - COUNTY - 10	851,871.97					5,462,846.24	-5,600,026.82			714,691.39
SHADOW MTN LOCAL IMPROVE DIST - 30	164,293.42		4,095.14						-1,377.84	167,010.72
AIRPORT FUND - 06	172,345.17		15,883.94					-151.63	-5,648.08	182,429.40
PUBLIC LIBRARY - 12	278,279.08		933.39					-9.33	-21,963.32	257,239.82
COLO NORTHWEST COMM COLLEGE	15,379.29	.32			9,103.11	437.13	-15,379.29	-4.37		9,536.19
M C SCHOOLS RE#1 - GENERAL	151,421.13	2.76			95,130.80	4,569.84	-151,421.13	-45.71		99,657.69
CAPITAL PROJECTS FUND - 08	4,480,598.24		11,800.15			10,804.05			-2,227,607.50	2,275,594.94
PUBLIC SAFETY CENTER - CAP PROJ 1	532.69		.05							532.74
NC TELECOM ESCROW ACCOUNT	284,858.81		37.17						-1,088.49	283,807.49
SUNSET #1 SECURITY DEPOSIT -27	15,996.12							-501.93		15,494.19
SUNSET MEADOWS #1 - 27	476,621.52		35,885.34						-19,629.34	492,877.52
SUNSET MEADOWS #2 - 28	303,202.85		35,334.62						-355,749.33	-17,211.86
SENIOR CITIZENS CENTER - 15	107,158.94		2,784.99						-16,100.19	93,843.74
SUNSET #2 SECURITY DEPOSIT - 28	15,218.43		210.00							15,428.43
JAIL LEASE PURCHASE FUND -17	0.00									0.00
SCHOOLS RE#1 - BOND	9,605.84	.60					-9,605.84			0.60
CITY OF CRAIG	19,504.86				9,363.55		-19,504.86			9,363.55
TOWN OF DINOSAUR	1,907.57				189.39		-1,907.57			189.39
CAPITAL FUND - CITY OF CRAIG	2,295.24				1,101.85		-2,295.24			1,101.85
ARTESIA FIRE PROTECTION DISTRICT	1,053.25				238.93		-1,053.25			238.93
CRAIG RURAL FIRE PROTECTION DIST	12,947.56	.37			7,269.49		-12,947.56	-.02		7,269.84
MAYBELL IRRIGATION	10,494.35				149.15					10,643.50
MAYBELL SANITATION - 13	88,916.00		2,262.57					-22.63	-4,257.70	86,898.24
COLO. RIVER WATER CONSERVATION	1,194.21	.02			712.60	34.08	-1,194.21	-.34		746.36
YELLOW JACKET CONSERVANCY DIST.	46.32				40.01		-46.32			40.01
MUSEUM OF NORTHWEST COLORADO - 29	40.39									40.39
POTHOOK WATER DISTRICT	199.80						-199.80			0.00
MOFFAT COUNTY TOURISM -LODGING 19	131,888.18		811.69						-13,743.52	118,956.35
INTERNAL SER FUND-CENTRAL-DUP 16	93,340.28		613.53						-2,194.73	91,759.08
JUNIPER WATER CONSERVANCY DIST.	37,899.15		1.06					-.01		37,900.20
HIGH SAVERY WATER DISTRICT	385.20						-385.20			0.00
UPPER YAMPA WATER CONSERVANCY	2,676.13				2,353.42		-2,676.13			2,353.42
911 FUND - 07	357,588.32		7,668.54						-711.58	364,545.28
ADVANCE TAXES - REAL ESTATE	35,910.98		50,666.51							86,577.49
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	150.00									150.00
COUNTY CLERK'S COLLECTION	257,123.06		323,106.62				-318,621.68			261,608.00
CHECK CHANGE ACCOUNT	0.00		3,651.33				-3,651.33			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		33,050.23				-33,050.23			0.00
PAYROLL EFT TAX PAYMENTS	0.00		276,719.77				-276,719.77			0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00									0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		198,149.31				-198,149.31			0.00
COUNTY SALES & LEASES	867.75		7,653.31						-8,521.06	0.00
MOTOR VEHICLE REGIST.	12,997.03		4,674.51							17,671.54
2018 TREASURERS TAX DEED	6,543.53		954.15				-215.80			7,281.88
2017 TREASURERS TAX DEED	594.73		55.85							550.58
2010 TREASURER'S TAX DEED	3,668.02						-100.00			3,668.02
GRAND TOTALS	45,347,041.43	6.63	2,412,984.92	0.00	198,149.31	5,566,111.35	-6,654,343.94	-15,282.65	-5,595,945.47	41,258,721.58


I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 31st Day of December 2020.


Linda Peters, Moffat County Treasurer

Examined by Board of the Moffat County Commissioners

Ray Beck
Chairperson


Don Cook

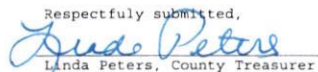

Donald Broom



SEMI ANNUAL REPORT OF MOFFAT COUNTY TREASURER
JANUARY 01, 2020 THRU JUNE 30, 2020

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 - 01	14,202,101.71	7,695,333.58	3,270,843.84	574.09		19,024.66		-446,803.81	-6,742,887.15	17,998,186.92
ROAD & BRIDGE FUND 02	13,211,843.86		2,638,848.24		461,757.41	16,628.83		-16,256.80	-3,634,569.19	12,678,252.35
DEPARTMENT OF HUMAN SERVICES - 22	1,276,247.73	445,000.70	835,215.57	31.19		751.11	-4,447.93		-1,103,867.66	1,448,930.71
ACET	0.00									0.00
MOFFAT COUNTY LOC MKRT DIST - 31	723,271.78		114,502.45						-154,028.65	683,745.58
CONSERVATION TRUST FUND - 11	135,880.47		20,022.88					-200.23		155,703.12
MOFFAT COUNTY PUBLIC HEALTH - 25	143,617.00	158,928.84	101,494.00			162.64			-111,685.30	292,517.13
LANDFILL - 04	1,027,414.38		288,078.26					-2,816.46	-343,637.55	969,038.68
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND 21	642,949.02		832,535.53			8,642.09			-212,495.28	1,271,631.36
COUNTY HEALTH & WELFARE - 14	1,500,907.65		2,175,577.21			119.34			-1,699,122.90	1,977,481.30
MEMORIAL REGIONAL HEALTH	705.15	1,191,966.18		90.57		1,202.66	-872,025.90			321,938.66
WARRANT FUND - COUNTY - 10	268,756.49					14,084,874.76	-14,083,631.43			269,999.82
SHADOW MTN LOCAL IMPROVE DIST - 30	153,858.34		22,304.43						-9,457.78	166,704.99
AIRPORT FUND - 06	97,571.41		90,806.48					-893.06	-73,321.32	114,163.51
PUBLIC LIBRARY - 12	197,190.83		11,308.92	33.65		348,687.12		-106.30	-155,051.97	402,062.25
COLO NORTHWEST COMM COLLEGE	11,286.75	1,192,751.32	299.07	91.67	57,976.17		-919,012.12	-11,942.68		332,652.84
M C SCHOOLS RE#1 - GENERAL	119,232.45	10,254,097.07	32,741.49	785.07	606,853.25	12,572.80	-10,824,201.81	-25,774.73		176,305.59
CAPITAL PROJECTS FUND - 08	4,758,641.38		30,685.25			18,660.48			-43,256.74	4,764,730.37
PUBLIC SAFETY CENTER - CAP PROJ 1	530.02		2.21							532.23
NC TELECOM ESCROW ACCOUNT	308,304.94		1,944.69						-18,291.74	291,957.89
SUNSET #1 SECURITY DEPOSIT -27	15,877.04		1,029.00			262.37			-378.08	16,790.33
SUNSET MEADOWS #1 - 27	411,513.68		214,356.11			17,869.29			-216,873.14	426,865.94
SUNSET MEADOWS #2 - 28	53,257.33		233,399.52			3,035.35			-256,686.61	33,005.59
SENIOR CITIZENS CENTER - 15	74,705.18		46,796.37			147,855.00			-102,865.68	166,490.87
SUNSET #2 SECURITY DEPOSIT - 28	14,542.32		885.90			216.98				15,645.20
JAIL LEASE PURCHASE FUND -17	0.00					682,594.22			-682,594.22	0.00
SCHOOLS RE#1 - BOND	27.20	2,210,701.98		165.46			-1,614,963.57			595,931.07
CITY OF CRAIG	10,543.15	1,120,416.44		9.02	59,288.88	19,490.14	-887,788.12	-22,431.35		299,528.16
TOWN OF DINOSAUR	203.20	22,098.82			1,191.96	909.06	-19,713.62	-441.78		4,247.64
CAPITAL FUND - CITY OF CRAIG	1,240.66	131,844.72		1.06	6,976.80		-104,470.25	-2,639.59		32,953.40
ARTESIA FIRE PROTECTION DISTRICT	264.79	30,183.60			1,510.94		-27,266.85	-1,508.75		3,183.73
CRAIG RURAL FIRE PROTECTION DIST	8,409.68	952,324.99		103.34	46,261.11		-691,221.11	-47,630.73		268,247.28
MAYBELL IRRIGATION	2,599.69	16,362.44			954.18		-14,400.00			5,516.31
MAYBELL SANITATION - 13	76,942.00		24,040.86			69.60		-240.40	-16,207.50	84,604.56
COLO. RIVER WATER CONSERVATION	944.93	93,326.03	23.32	7.58	4,589.60	93.77	-69,284.70	-4,668.16		25,032.37
YELLOW JACKET CONSERVANCY DIST.	43.21	5,424.74		.02	252.07		-3,163.07	-271.22		2,285.75
MUSEUM OF NORTHWEST COLORADO - 29	187,592.52		5,490.01			78.75			-181,818.54	11,342.74
POTHOOK WATER DISTRICT	16.05	6,418.47					-5,114.66	-320.90		998.96
MOFFAT COUNTY TOURISM -LODGING 19	113,578.58		56,444.52			1,687.50			-79,526.10	92,184.50
INTERNAL SER FUND-CENTRAL-DUP 16	90,880.98		14,475.03						-6,120.50	99,235.51
JUNIPER WATER CONSERVANCY DIST.	37,802.55		86.68					.87		37,888.36
HIGH SAVERY WATER DISTRICT	0.00		10,150.00				-9,650.00			500.00
UPPER YAMPA WATER CONSERVANCY	2,770.71	320,114.84		3.34	15,022.42		-220,432.62	-16,005.81		101,472.88
911 FUND - 07	431,524.72		58,775.57						-163,238.59	327,061.70
ADVANCE TAXES - REAL ESTATE	40,225.00		26,758.65				-66,983.65			0.00
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	278,671.57		2,280,813.71				-2,100,118.89			459,366.39
CHECK CHANGE ACCOUNT	0.00		19,944.27				-19,944.27			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		40,255.35				-40,255.35			0.00
PAYROLL EFT TAX PAYMENTS	0.00		1,745,452.69				-1,745,452.69			0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00									0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		1,262,634.79				-1,262,634.79			0.00
COUNTY SALES & LEASES	0.00		23,443.60						-23,443.60	0.00
MOTOR VEHICLE REGIST.	17,145.20		33,411.68						-33,411.68	17,145.20
2018 TREASURERS TAX DEED	0.00									0.00
2017 TREASURERS TAX DEED	4,715.51		469.42				-4,508.20			676.73
2010 TREASURER'S TAX DEED	3,802.39		181.30				-168.11			3,815.58
GRAND TOTALS	40,878,151.20	25,847,294.76	16,566,528.87	1,896.06	1,262,634.79	15,386,691.18	-35,610,853.71	-600,953.63	-16,064,837.47	47,666,552.05

I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true 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,

 Linda Peters, County Treasurer

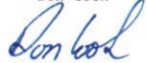
The above and foregoing statement of the semi-annual condition of the funds of Moffat County, Colorado at the close of business June 30th 2020 is a true copy of the statement furnished the Board of County Commissioners by Linda Peters, Treasurer of Moffat County, Colorado.

Ray Beck
 Chairperson

Don Cook

Donald Broom

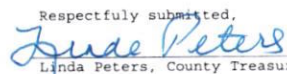




SEMI ANNUAL REPORT OF MOFFAT COUNTY TREASURER
JULY 01, 2020 THRU DECEMBER 31, 2020

FUND	BEGINNING BALANCE	REVENUES- CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	DISBURSEMENTS- CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	ENDING BALANCE
GENERAL FUND - 01	17,998,186.92	264,463.45	2,819,413.86	8,417.94		82,933.80		-77,290.78	-5,253,901.69	15,842,223.50
ROAD & BRIDGE FUND 02	12,678,252.35		2,817,093.42		475,978.19	17,458.36		-24,482.55	-3,296,636.20	12,667,663.57
DEPARTMENT OF HUMAN SERVICES - 22	1,448,930.71	15,293.22	927,398.84	458.30		2,667.04			-1,183,240.04	1,211,508.07
ACET	0.00									0.00
MOFFAT COUNTY LOC MKRT DIST - 31	683,745.58		153,608.43						-297,878.88	539,475.13
CONSERVATION TRUST FUND - 11	155,703.12		208,325.78			119,247.89		-2,083.27	-205,442.39	275,751.13
MOFFAT COUNTY PUBLIC HEALTH - 25	292,517.18	5,461.87	266,890.78			8,690.35			-221,065.55	352,494.63
LANDFILL - 04	969,038.63		374,641.46					-3,734.02	-345,395.65	994,550.42
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND 21	1,271,631.36		952,159.01						-1,160,914.37	1,062,876.00
COUNTY HEALTH & WELFARE - 14	1,977,481.30		2,077,033.18			1,360.16			-1,662,619.86	2,393,254.78
MEMORIAL REGIONAL HEALTH	321,938.66	40,963.98		1,320.56		437.13	-364,222.88			437.45
WARRANT FUND - COUNTY - 10	269,999.82					17,416,851.36	-16,972,159.79			714,691.39
SHADOW MTN LOCAL IMPROVE DIST - 30	166,704.99		11,604.03						-11,298.30	167,010.72
AIRPORT FUND - 06	114,163.51		101,128.39					-982.83	-31,879.67	182,429.40
PUBLIC LIBRARY - 12	402,062.25		6,219.15	436.44		99.00		-76.90	-151,500.12	257,239.82
COLO NORTHWEST COMM COLLEGE	332,652.84	40,987.65		1,336.04	59,766.32	437.13	-425,216.18	-427.61		9,536.19
M C SCHOOLS RE#1 - GENERAL	176,305.59	352,398.05	-8,690.95	11,457.09	624,580.00	4,569.84	-1,059,886.98	-1,074.95		99,657.69
CAPITAL PROJECTS FUND - 08	4,764,730.37		398,368.45			10,804.05			-2,898,307.93	2,275,594.94
PUBLIC SAFETY CENTER - CAP PROJ 1	532.23		.51							532.74
NC TELECOM ESCROW ACCOUNT	291,957.89		369.21						-8,519.61	283,807.49
SUNSET #1 SECURITY DEPOSIT -27	16,790.33		725.00						-2,021.14	15,494.19
SUNSET MEADOWS #1 - 27	426,865.94		207,050.70			617.98			-141,657.10	492,877.52
SUNSET MEADOWS #2 - 28	33,005.59		578,469.13			854.65			-629,541.23	-17,211.86
SENIOR CITIZENS CENTER - 15	166,490.87		31,165.64			1,698.43			-105,511.20	93,843.74
SUNSET #2 SECURITY DEPOSIT - 28	15,645.20		1,527.00						-1,743.77	15,428.43
JAIL LEASE PURCHASE FUND -17	0.00					43,837.13			-43,837.13	0.00
SCHOOLS RE#1 - BOND	595,931.07	75,974.24		2,425.93			-674,330.64			0.60
CITY OF CRAIG	299,528.16	151,464.20		-176.09	61,476.29	23,403.03	-523,351.79	-2,980.25		9,363.55
TOWN OF DINOSAUR	4,247.64	3,676.08		137.72	1,243.45	862.22	-9,903.14	-74.58		189.39
CAPITAL FUND - CITY OF CRAIG	32,953.40	17,823.52		-20.72	7,234.18		-56,537.82	-350.71		1,101.85
ARTESIA FIRE PROTECTION DISTRICT	3,183.73	2,407.30		57.58	1,568.67		-6,859.38	-118.97		238.93
CRAIG RURAL FIRE PROTECTION DIST	268,247.28	38,048.12		1,554.16	47,727.72		-346,399.47	-1,907.97		7,269.84
MAYBELL IRRIGATION	5,516.31	4,147.97			979.22					10,643.50
MAYBELL SANITATION - 13	84,604.56		16,673.94					-166.75	-14,213.51	86,898.24
COLO. RIVER WATER CONSERVATION	25,032.37	3,201.58		110.40	4,678.58	34.08	-32,150.43	-160.22		746.36
YELLOW JACKET CONSERVANCY DIST.	2,285.75	27.19			262.69		-2,534.29	-1.33		40.01
MUSEUM OF NORTHWEST COLORADO - 29	11,342.74								-11,302.35	40.39
POTHOOK WATER DISTRICT	998.96	1,439.60		2.83			-2,371.41	-69.98		0.00
MOFFAT COUNTY TOURISM -LODGING 19	92,184.50		90,584.32						-63,812.47	118,956.35
INTERNAL SER FUND-CENTRAL-DUP 16	99,235.51		-2,361.20			110.00			-5,225.23	91,759.08
JUNIPER WATER CONSERVANCY DIST.	37,888.36		11.96					-12		37,900.20
HIGH SAVERY WATER DISTRICT	500.00	95.84	2,126.00				-2,721.84			0.00
UPPER YAMPA WATER CONSERVANCY	101,472.88	533.87			15,451.36		-115,078.69	-26.00		2,353.42
911 FUND - 07	327,061.70		52,462.74						-14,979.16	364,545.28
ADVANCE TAXES - REAL ESTATE	0.00		86,577.49							86,577.49
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00		150.00							150.00
COUNTY CLERK'S COLLECTION	459,366.39		2,311,552.16				-2,509,310.55			261,608.00
CHECK CHANGE ACCOUNT	0.00		13,733.27				-13,733.27			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		60,832.48				-60,832.48			0.00
PAYROLL EFT TAX PAYMENTS	0.00		1,788,620.01				-1,788,620.01			0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00		17,381.90				-17,208.08	-173.82		0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		1,300,946.67				-1,300,946.67			0.00
COUNTY SALES & LEASES	0.00		8,521.06						-8,521.06	0.00
MOTOR VEHICLE REGIST.	17,145.20		40,205.61						-39,679.27	17,671.54
2018 TREASURERS TAX DEED	0.00		12,899.35				-5,617.47			7,281.88
2017 TREASURERS TAX DEED	676.73		55.85				-182.00			550.58
2010 TREASURER'S TAX DEED	3,815.58		255.28				-402.84			3,668.02
GRAND TOTALS	47,666,552.05	1,018,407.73	17,725,729.91	27,518.18	1,300,946.67	17,736,973.63	-26,290,578.10	-116,183.61	-17,810,644.88	41,258,721.58

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

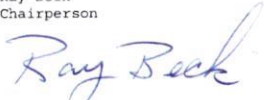
Respectfully submitted,

Linda Peters, County Treasurer

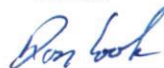
The above and foregoing statement of the semi-annual condition of the funds of Moffat County, Colorado at the close of business December 30th 2020 is a true copy of the statement furnished the Board of County Commissioners by Linda Peters, Treasurer of Moffat County, Colorado.

Ray Beck
Chairperson

Don Cook

Donald Broom






SEMI ANNUAL REPORT OF MOFFAT COUNTY TREASURER
JANUARY 01, 2020 THRU DECEMBER 31, 2020

FUND	REVENUES				SPECIFIC OWNERSHIP	TRANSFERS (IN)	DISBURSEMENTS		TRANSFERS-OUT	ENDING BALANCE
	BEGINNING BALANCE	CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST			CASH WITHDRAWALS	TREASURERS FEES		
GENERAL FUND - 01	14,202,101.71	7,959,797.03	6,090,257.70	8,992.03		101,958.46		-524,094.59	-11,996,788.84	15,842,223.50
ROAD & BRIDGE FUND 02	13,211,843.86		5,455,941.66		937,735.60	34,087.19		-40,739.35	-6,931,205.39	12,667,663.57
DEPARTMENT OF HUMAN SERVICES - 22	1,276,247.73	460,293.92	1,762,614.41	489.49		3,418.15	-4,447.93		-2,287,107.70	1,211,508.07
ACET	0.00									0.00
MOFFAT COUNTY LOC MKRT DIST - 31	723,271.78		268,110.88						-451,907.53	539,475.13
CONSERVATION TRUST FUND - 11	135,880.47		228,348.66			119,247.89		-2,283.50	-205,442.39	275,751.13
MOFFAT COUNTY PUBLIC HEALTH - 25	143,617.00	164,390.71	368,384.78			8,852.99			-332,750.85	352,494.63
LANDFILL - 04	1,027,414.38		662,719.72					-6,550.48	-689,033.20	994,550.42
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND 21	642,949.02		1,784,694.54			8,642.09			-1,373,409.65	1,062,876.00
COUNTY HEALTH & WELFARE - 14	1,500,907.65		4,252,610.39			1,479.50			-3,361,742.76	2,393,254.78
MEMORIAL REGIONAL HEALTH	705.15	1,232,930.16		1,411.13		1,639.79	-1,236,248.78			437.45
WARRANT FUND - COUNTY - 10	268,756.49					31,501,726.12	-31,055,791.22			714,691.39
SHADOW MTN LOCAL IMPROVE DIST - 30	153,858.34		33,908.46						-20,756.08	167,010.72
AIRPORT FUND - 06	97,571.41		191,934.87					-1,875.89	-105,200.99	182,429.40
PUBLIC LIBRARY - 12	197,190.83		17,528.07	470.09		348,786.12		-183.20	-306,552.09	257,239.82
COLO NORTHWEST COMM COLLEGE	11,286.75	1,233,738.97	299.07	1,427.71	117,742.49	1,639.79	-1,344,228.30	-12,370.29		9,536.19
M C SCHOOLS RE#1 - GENERAL	119,232.45	10,606,495.12	24,050.54	12,242.16	1,231,433.25	17,142.64	-11,884,088.79	-26,849.68		99,657.69
CAPITAL PROJECTS FUND - 08	4,758,641.38		429,053.70			29,464.53			-2,941,564.67	2,275,594.94
PUBLIC SAFETY CENTER - CAP PROJ 1	530.02		2.72							532.74
NC TELECOM ESCROW ACCOUNT	308,304.94		2,313.90						-26,811.35	283,807.49
SUNSET #1 SECURITY DEPOSIT -27	15,877.04		1,754.00			262.37			-2,399.22	15,494.19
SUNSET MEADOWS #1 - 27	411,513.68		421,406.81			18,487.27			-358,530.24	492,877.52
SUNSET MEADOWS #2 - 28	53,257.33		811,868.65			3,890.00			-886,227.84	-17,211.86
SENIOR CITIZENS CENTER - 15	74,705.18		77,962.01			149,553.43			-208,376.88	93,843.74
SUNSET #2 SECURITY DEPOSIT - 28	14,542.32		2,412.90			216.98			-1,743.77	15,428.43
JAIL LEASE PURCHASE FUND -17	0.00					726,431.35			-726,431.35	0.00
SCHOOLS RE#1 - BOND	27.20	2,286,676.22		2,591.39			-2,289,294.21			0.60
CITY OF CRAIG	10,543.15	1,271,880.64		-167.07	120,765.17	42,893.17	-1,411,139.91	-25,411.60		9,363.55
TOWN OF DINOSAUR	203.20	25,774.90		137.72	2,435.41	1,771.28		-516.36		189.39
CAPITAL FUND - CITY OF CRAIG	1,240.66	149,668.24		-19.66	14,210.98		-161,008.07	-2,990.30		1,101.85
ARTESIA FIRE PROTECTION DISTRICT	264.79	32,590.90		57.58	3,079.61		-34,126.23	-1,627.72		238.93
CRAIG RURAL FIRE PROTECTION DIST	8,409.68	990,373.11		1,657.50	93,988.83		-1,037,620.58	-49,538.70		7,269.84
MAYBELL IRRIGATION	2,599.69	20,510.41			1,933.40		-14,400.00			10,643.50
MAYBELL SANITATION - 13	76,942.00		40,714.80			69.60		-407.15	-30,421.01	86,898.24
COLO. RIVER WATER CONSERVATION	944.93	96,527.61	23.32	117.98	9,268.18	127.85	-101,435.13	-4,828.38		746.36
YELLOW JACKET CONSERVANCY DIST.	43.21	5,451.93		.02	514.76		-5,697.36	-272.55		40.01
MUSEUM OF NORTHWEST COLORADO - 29	187,592.52		5,490.01			78.75			-193,120.89	40.39
POTHOOK WATER DISTRICT	16.05	7,858.07		2.83			-7,486.07	-390.88		0.00
MOFFAT COUNTY TOURISM -LODGING 19	113,578.58		147,028.84			1,687.50			-143,338.57	118,956.35
INTERNAL SER FUND-CENTRAL-DUP 16	90,880.98		12,113.83			110.00			-11,345.73	91,759.08
JUNIPER WATER CONSERVANCY DIST.	37,802.55		98.64					-.99		37,900.20
HIGH SAVERY WATER DISTRICT	0.00	95.84	12,276.00				-12,371.84			0.00
UPPER YAMPA WATER CONSERVANCY	2,770.71	320,648.71		3.34	30,473.78		-335,511.31	-16,031.81		2,353.42
911 FUND - 07	431,524.72		111,238.31						-178,217.75	364,545.28
ADVANCE TAXES - REAL ESTATE	40,225.00		113,336.14				-66,983.65			86,577.49
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00		150.00							150.00
COUNTY CLERK'S COLLECTION	278,671.57		4,592,365.87				-4,609,429.44			261,608.00
CHECK CHANGE ACCOUNT	0.00		33,677.54				-33,677.54			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		101,087.83				-101,087.83			0.00
PAYROLL EFT TAX PAYMENTS	0.00		3,534,072.70				-3,534,072.70			0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00		17,381.90				-17,208.08	-173.82		0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		2,563,581.46				-2,563,581.46			0.00
COUNTY SALES & LEASES	0.00		31,964.66						-31,964.66	0.00
MOTOR VEHICLE REGIST.	17,145.20		73,617.29						-73,090.95	17,671.54
2018 TREASURERS TAX DEED	0.00		12,899.35				-5,617.47			7,281.88
2017 TREASURERS TAX DEED	4,715.51		525.27				-4,690.20			550.58
2010 TREASURER'S TAX DEED	3,802.39		436.58				-570.95			3,668.02
GRAND TOTALS	40,878,151.20	26,865,702.49	34,292,258.78	29,414.24	2,563,581.46	33,123,664.81	-61,901,431.81	-717,137.24	-33,875,482.35	41,258,721.58

I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true 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,


Linda Peters, 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 30th 2020 is a true copy of the statement furnished the Board of County Commissioners by Linda Peters, Treasurer of Moffat County, Colorado.

Ray Beck
Chairperson



Don Cook



Donald Broom

ELECTRONIC TRANSACTIONS
November 2020

EBT Date	Payroll Reason	Payroll AMT	COWS Asst Pymts	COWS Burials	COWS Other Asst	COWS State Dvrsn	COWS County Dvrsn	AND Asst Pymts	AND Burial	OAP Burial	OAP Asst Pymt	MEDICAID Burials/FMA	LEAP	CHILD CARE	CHILD WELFARE	CASE SERVICES	CORE SERVICES	FOOD STAMPS	Total Distribution
10/20	LEAP	11,794.07											11,794.07		31,509.00		5,837.75		11,794.07
10/20	Cwelfare	31,509.00																	31,509.00
10/20	Core Serv	5,837.75												9,828.94					5,837.75
10/20	Ccare	9,828.94																	9,828.94
10/20	Case Serv	0.00																	0.00
10/20	Colo Wks	13,766.08	13,766.08																13,766.08
10/20	AND	5,216.50						5,216.50											5,216.50
10/20	OAP	16,129.81									16,129.81								16,129.81
10/20	SNAP	265,265.00																265,265.00	265,265.00
10/20	TOTALS	359,347.15	13,766.08	0.00	0.00	0.00	0.00	5,216.50	0.00	0.00	16,129.81	0.00	11,794.07	9,828.94	31,509.00	0.00	5,837.75	265,265.00	359,347.15

STATE OF COLORADO)
)SS.
COUNTY OF MOFFAT)

I, Nicole Shatz, Assistant Director, Moffat County DHS, Colorado, hereby certify that the payments as herein set forth are authorized federal assistance payments for the month of November 2020, totaling the sum of: \$359,347.15

Date: 1/5/2021

Nicole M. Spatz Assistant Director

Board of Commissioners, Chairperson _____



Yampa-White-Green Basin Roundtable
c/o Colorado Water Conservation Board
Water Supply Planning Section
WSRF Application
1313 Sherman Street, Room 718
Denver, CO 80203

January 19, 2021

Dear Y-W-G Basin Roundtable WSRF Grant reviewers:

The Moffat County Commissioners offer our support of Maybell Irrigation District (MID) and The Nature Conservancy's (TNC) efforts to rehabilitate the diversion and replace the head gates on the Maybell Ditch. This project has been a priority in Moffat County for a long time as the current head gates are broken and large-scale repairs are needed to update the diversion. We are appreciative of TNC's proposal to jointly work with Maybell, Friends of the Yampa, the Recovery Program and the CWCBC to improve the diversion and associated head gates.

The Maybell Diversion Restoration and Head gate Modernization project is a prime example of the importance of working collaboratively in the basin with many agencies, organizations, and private entities. The project is a locally driven, multi-benefit project to protect water security and increase efficiency for agricultural producers on the Maybell Canal while benefiting the natural environment, recreation, and fish passage. Maybell has a vested, long-term commitment to agriculture and the environment as they are one of the oldest and largest water users on the Yampa.

If you have any questions about Moffat County's support for the Maybell Diversion Restoration project, please contact any of the Moffat County Commissioners or our Natural Resources Director, Jeff Comstock, at the number listed below.

Respectfully,

Donald Broom, Chair
Commissioner District 3

Tony Bohrer
Commissioner District 1

Melody Villard
Commissioner District 2

MASTER CONTRACT FOR MOFFAT COUNTY MEDICAL DIRECTOR FOR THE EMERGENCY MEDICAL SERVICES PROGRAM

THIS AGREEMENT is made this 19th day of January, 2021, by and between Jeffrey Prescott Womble, M.D. ("Medical Director") and the Board of County Commissioners of Moffat County, Colorado, for Moffat County, a body corporate and politic ("County").

RECITALS

- A. COUNTY desires to retain a MEDICAL DIRECTOR to provide services as Moffat County Medical Director for the Emergency Medical Services (EMS) and Trauma System Programs.
- B. MEDICAL DIRECTOR represents to the COUNTY that he is a physician licensed to practice medicine in the State of Colorado (Colorado Medical License #DR0045890) is in good standing, has experience in emergency medical services and injury prevention, and is qualified and willing to actively provide consultation and medical oversight to the Emergency Medical Services on medically-related matters affecting Emergency Medical Services and the Trauma System Program.
- C. The parties have negotiated the terms pursuant to which MEDICAL DIRECTOR will provide consultation and medical oversight to the Emergency Medical Services on medically related matters affecting Emergency Medical Services and the Trauma System Program and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, COUNTY and MEDICAL DIRECTOR do hereby agree as follows:

1. SCOPE OF SERVICE

NOW, THEREFORE the Medical Director and County agree as follows for the purpose of providing medical direction and oversight to the Emergency Medical Technicians who provide Emergency Medical Services in accordance the statutes and regulations of the State of Colorado and in accordance with the provisions of this Master Contract for Moffat County Medical Director for the Emergency Medical Services Program, and with Moffat County Resolution 2006-55.

2. DUTIES OF THE MEDICAL DIRECTOR:

The Medical Director shall perform such duties as provided for under the Statutes and the Code of Colorado Regulations Health Facilities and Emergency Medical Services Division of the State of Colorado and shall authorize and direct, through protocols and standing orders, the performance of students-in-training enrolled in Department-recognized EMS education programs, graduate AEMTs, EMT-Is or paramedics, or EMS providers of a prehospital EMS service agency and who is specifically identified as being responsible to assure the competency

of the performance of those acts by such EMS providers as described in the physician's medical CQI program.

- A. The Medical Director shall possess the following minimum qualifications:
 - 1. Be a physician currently licensed and in good standing to practice medicine in the State of Colorado.
 - 2. Be trained in Advanced Cardiac Life Support.
- B. The duties of the Medical Director shall include:
 - 1. Be actively involved in providing medical oversight of emergency medical services in the community served by the EMS service agency being supervised. Involvement does not require that a physician have such experience prior to becoming a medical director, but does require such involvement during the time that he or she acts as a medical director. Active involvement in the community could include, by way of example and not limitation, those inherent, reasonable and appropriate responsibilities of a medical director to interact with patients, the public served by the EMS service agency, the hospital community, the public safety agencies and the medical community and should include other aspects of liaison oversight and communication normally expected in the supervision of EMS providers.
 - 2. Be actively involved on a regular basis with the EMS service agency being supervised.
 - 3. Notify the Colorado Department of Public Health and Environment ("Department") on an annual basis and upon any change of medical direction of the EMS Service Agencies for which medical control functions are being provided in a manner and form as determined by the Department.
 - 4. Establish a medical continuous quality improvement (CQI) program for each EMS service agency being supervised. The medical CQI program shall assure the continuing competency of the performance of that agency's EMS providers. This medical CQI program shall include, but not be limited to: appropriate protocols and standing orders and provision for medical care audits, observation, critiques, continuing medical education and direct supervisory communications.
 - 5. Submit to the Department an affidavit that attests to the development and use of a medical CQI program for all EMS service agencies supervised by the Medical Director.
 - 6. Provide monitoring and supervision of the medical field performance of EMS providers. This includes ensuring that EMS providers have adequate clinical knowledge of, and are competent in performing, medical skills and acts within the

EMS provider's scope of practice authorized by the medical director. These duties and operations may be delegated to other physicians or other qualified health care professionals designated by the medical director. However, the Medical Director shall retain ultimate authority and responsibility for the monitoring and supervision, for establishing protocols and standing orders and for the competency of the performance of authorized medical acts.

7. Ensure that all protocols issued by the medical director are appropriate for the certification and skill level of each EMS provider to whom the performance of medical acts is delegated and authorized and compliant with accepted standards of medical practice. Ensure that a system is in place for timely access to communication of verbal orders.
8. Be familiar with the training, knowledge and competence of EMS providers under his or her supervision and ensure that EMS providers are appropriately trained and demonstrate ongoing competency in all skills, procedures and medications authorized in accordance with Section 4.2.7 as set forth in Chapter One of the Rules Pertaining to EMS and EMR education, EMS certification, and EMR Registration, 6 CCR 1015-3.
9. Be aware that certain skills, procedures and medications authorized in accordance with Section 4.2.7 (and as identified by the department) may not be included in the National EMS Education Standards and ensure that appropriate training is provided to supervised EMS providers.
10. Ensure that any data and/or documentation required by these rules are submitted to the Department.
11. Notify the Department within fourteen business days excluding state holidays prior to his or her cessation of duties as medical director.
12. Notify the department within fourteen business days excluding state holidays of his or her termination of the supervision of an EMS provider for reasons that may constitute good cause for disciplinary sanctions pursuant to the Rules Pertaining to EMS Education and Certification, 6 CCR 1015-3, Chapter One. Such notification shall be in writing and shall include a statement of the actions or omissions resulting in termination of supervision and copies of all pertinent records.

MEDICAL DIRECTOR shall provide COUNTY with the following services:

- A. Serve as quality of care medical oversight for Moffat County EMS and Trauma System.
- B. Assist the user agencies in Moffat County in establishing and revising rules and regulations, and other documents pertaining to the delivery of emergency medical services and trauma care. This task will consist of providing reviews and written

comments on drafts of any proposed revisions to rules and regulations to assure compatibility with current medical practice.

- C. Serve as a primary medical advisor for each emergency medical agency in Moffat County on medically related matters affecting the establishment and improvement of the Countywide EMS and Trauma Systems. Develop and implement a focused quality improvement program for continuous system and patient care improvement. This program is to be developed with input from the EMS Council.
- D. Provide liaison between the Moffat County Board of Health, EMS Council and the medical community on matters requiring medical expertise and, in such capacity, travel to Moffat County's various communities to observe and evaluate respective medical resources and become familiar with the level of medical resources and care available to those communities, and to render advice based on these findings.
- E. Develop and/or review, as needed, treatment, triage, and operating protocols for use in the treatment and routing of patients at the Basic Life Support and Advanced Life Support levels.
- F. Facilitate EMS and Trauma System activities of local communities, inter-governmental agencies and their respective boards, EMS Training agencies, and other appropriate parties to assist local EMS agencies in establishing more structured and standardized procedures for providing pre-hospital care.
- G. Assist in the development of EMS response for disaster preparedness. Provide input to the emergency government plan for all EMS response including hazardous materials training.
- H. Be available, with suitable notice, to the Moffat County Board of Health and EMS Council agency staff meetings, meetings of the Moffat County EMS Council, as deemed appropriate by the Moffat County Board of Health.
- I. Report to the EMS council, on an as needed basis, on accomplishments, problems, and future recommendations for the improvement of the Countywide EMS and Trauma Systems. Submit documented billings on a monthly or less frequent basis to each member agency.
- J. Meet with the EMS Council on an ongoing basis as requested by the council, to include but not be limited to attending the bi-monthly meeting of the EMS Council.

This Agreement is a Master Contract between COUNTY and MEDICAL DIRECTOR for the above-described services. MEDICAL DIRECTOR is authorized to enter into individual contracts for pre-hospital care oversight and trauma services under the terms of this Agreement with each of the emergency medical response teams in Moffat County, Colorado. This Master Contract shall also be the Agreement between County and Medical Director for the services described herein for Maybell Ambulance, Moffat County EMS Reserves, Moffat County Sheriff's Office,

Moffat County Search and Rescue, Moffat County Tactical EMS, and Moffat County Office of Emergency Management.

The MEDICAL DIRECTOR shall have no supervisory authority over COUNTY's employees, unless said employees are acting in the capacity as Emergency Medical Technicians, and his/her recommendations shall not be binding on COUNTY programs or COUNTY policy unless endorsed and adopted by the Moffat County Board of County Commissioners.

3. ENTIRE AGREEMENT:

The Agreement consists of the following documents, in order of precedence, and shall be the entire agreement between the parties:

- A. This document, once it is signed by both the County and the Medical Director.
- B. This document shall be interpreted, if needed, by reference to Section 25-3.5-101, *et seq.*, Colorado Revised Statutes and to 6 CCR 1015-3.

4. TERM OF AGREEMENT:

The term of this Agreement shall be for approximately eleven and a half months, commencing January 19, 2021, and terminating December 31, 2021. The Agreement shall be renewed automatically for up to five additional one year terms, subject to annual appropriation by County as set forth in Paragraph 6. This Agreement is subject to termination by either Party as set forth in Paragraph 10.

5. COMPENSATION:

As compensation for all duties and services of MEDICAL DIRECTOR to the individual emergency response teams/EMS Council member agencies who are not entities of Moffat County, such emergency response teams/EMS Council member agencies shall pay MEDICAL DIRECTOR a flat fee to be negotiated between MEDICAL DIRECTOR and such individual emergency response teams/EMS Council member agencies.

The MEDICAL DIRECTOR shall only be compensated for direct services provided to the individual emergency response teams/EMS Council member agencies under individual contracts for services. COUNTY shall not be responsible for any payments to the MEDICAL DIRECTOR under this Master Contract to the individual emergency response teams/EMS Council member agencies who are not entities of Moffat County. For 2021 and any subsequent year this Contract is renewed, COUNTY shall pay MEDICAL DIRECTOR \$2,000.00 per year for services provided hereunder to Maybell Ambulance, Moffat County EMS Reserves, Moffat County Sheriff's Office, Moffat County Search and Rescue, Moffat County Tactical EMS, and Moffat County Office of Emergency Management.

6. PAYMENT TO THE MEDICAL DIRECTOR:

MEDICAL DIRECTOR will submit invoices to the EMS Council member agencies who shall pay MEDICAL DIRECTOR pursuant to the terms of the agency's individual contract with the MEDICAL DIRECTOR. Approved invoices will be paid within thirty (30) days unless otherwise provided in the agency's individual contract with the MEDICAL DIRECTOR. The COUNTY shall not be responsible for any payments for services or reimbursement for expenses to MEDICAL DIRECTOR under this Master Contract, except for payment to the MEDICAL DIRECTOR for services for Maybell Ambulance, Moffat County EMS Reserves, Moffat County Sheriff's Office, Moffat County Search and Rescue, Moffat County Tactical EMS, and Moffat County Office of Emergency Management.

7. 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.

8. NOTICES:

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, addressed as indicated below, and depositing said envelope in the United States mail, addressed to:

MOFFAT COUNTY
Rebecca Tyree
Moffat County Attorney
221 West Victory Way, Suite 120
Craig, CO 81625

MEDICAL DIRECTOR
Jeffrey Prescott Womble, M.D.
85085 W. Highway 40
Craig, CO 81625

9. MODIFICATION:

This Agreement shall not be modified, except in writing, by contract amendment, executed by all parties. Oral change orders are not permitted. No change in the Request for Proposal or resulting contract shall be made unless the Moffat County Board of County Commissioners gives its prior written approval. The MEDICAL DIRECTOR shall be liable for all costs resulting from, and/or

satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the Moffat County Board of County Commissioners.

10. TERMINATION OF CONTRACT:

The COUNTY, upon the recommendation of the Moffat County EMS Council, may terminate this Agreement at any time at its sole discretion by delivering written notice to MEDICAL DIRECTOR at least thirty days prior to the date of termination. Upon termination, all individual agencies' liability for payment will be limited to the pro rata cost of the services performed by the MEDICAL DIRECTOR as of the date of termination, plus expenses incurred with the prior written approval of each of said agencies.

Termination of this Agreement by the MEDICAL DIRECTOR shall be by delivering written notice to the COUNTY at least fourteen (14) days prior to the date of termination. In the event that the MEDICAL DIRECTOR terminates this Agreement, for any reason whatsoever, he will refund to the agencies, within fourteen (14) days of termination, all payments made by each said agency to the MEDICAL DIRECTOR for work not completed or not accepted by the agency.

11. ASSIGNMENT AND SUBCONTRACTING:

The MEDICAL DIRECTOR shall not assign or subcontract the work, or any part thereof, without the previous written consent of the COUNTY. No right under this Agreement, nor claim for money due or to become due hereunder shall be asserted against the COUNTY, or persons acting for the COUNTY, by reason of any so-called assignment of this Agreement or any part thereof, unless such assignment has been authorized by the written consent of the COUNTY.

12. INDEMNIFY AND HOLD HARMLESS AGREEMENT:

MEDICAL DIRECTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the COUNTY, its officers, and employees, from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the MEDICAL DIRECTOR hereunder, whether or not there is concurrent negligence on the part of the COUNTY, but excluding liability due to the active negligence or willful misconduct of the COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for MEDICAL DIRECTOR or his agents, under workers' compensation acts, disability benefits acts or other employees' benefits acts. MEDICAL DIRECTOR shall be liable to COUNTY for any loss of or damage to COUNTY property arising from MEDICAL DIRECTOR's negligence or willful misconduct.

13. INDEPENDENT CONTRACTOR:

MEDICAL DIRECTOR is an independent contractor and shall not be deemed to be an employee of COUNTY for any purpose. MEDICAL DIRECTOR shall provide all materials necessary to perform all services to be provided as described herein. The MEDICAL DIRECTOR is expected

to perform the duties at his own expense, receiving no additional reimbursements for expenses without prior approval from the COUNTY or the EMS member agencies (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.). In addition, the MEDICAL DIRECTOR is responsible for all employment expenses of his employees, including tax withholding, worker's compensation, unemployment, retirement, health insurance, and other related costs. The MEDICAL DIRECTOR agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the MEDICAL DIRECTOR's property, which may occur during the performance of duties needed to complete this contract. The MEDICAL DIRECTOR also agrees to indemnify and hold the COUNTY and the EMS member agencies harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Master Contract or the individual contracts with the EMS member agencies.

14. SUCCESSORS AND ASSIGNS:

COUNTY AND MEDICAL DIRECTOR each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

15. COMPLIANCE WITH LAWS AND REGULATIONS:

All services provided pursuant to these specifications shall be in compliance with the laws and regulations of the State of Colorado and the United States of America. The MEDICAL DIRECTOR shall, if requested by the COUNTY, supply certification and evidence of such compliance. MEDICAL DIRECTOR agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required hereunder, and it will be the responsibility of the MEDICAL DIRECTOR to obtain any and all necessary licenses and/or permits.

16. CERTIFICATION OF COMPLIANCE WITH C.R.S. § 24-76.5-101, ET SEQ.:

The MEDICAL DIRECTOR is a natural person contracting as a sole proprietor. As such, MEDICAL DIRECTOR is subject to the requirements of C.R.S., § 24-76.5-101. MEDICAL DIRECTOR affirms that he is a lawful resident of the United States. *See Attached Affidavit.*

17. RETENTION OF RECORDS:

The MEDICAL DIRECTOR shall be required to retain any records necessary to document the charges for goods to be provided or services to be performed and make such records available to the COUNTY for inspection at the COUNTY's request for a period of six (6) years.

18. LEGALITY:

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19. COLORADO LAW:

This Agreement shall be governed according to the laws of the State of Colorado.

20. BINDING EFFECT:

The COUNTY and MEDICAL DIRECTOR each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other parties with respect to all promises and Agreements contained herein.

A waiver of a breach or default under this Agreement shall not be considered to be a waiver of any other or subsequent breach or default.

The Board of County Commissioners of Moffat County, Colorado and Jeffrey Prescott Womble, M.D. has each caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

MOFFAT COUNTY,
a body corporate and politic.

Donald Broom, Chair
Moffat County Board of County Commissioners

Jeffrey Prescott Womble, M.D.
Taxpayer ID# _____

Attest:

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

[Seal of Moffat County, Colorado]

APPROVED AS TO FORM:

Rebecca Tyree, Moffat County Attorney

AFFIDAVIT

I, Jeffrey Prescott Womble, M.D., swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

____ I am a United States citizen, or

____ I am a Permanent Resident of the United States, or

____ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract with Moffat County, a political subdivision of the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to entering into a contract with the state or its political subdivisions. I further acknowledge that making a false, fictitious or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under C.R.S. §18-8-503.

Jeffrey Prescott Womble, M.D.

Date

SSN/EIN #



STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

State Agency Colorado Department of Human Services Office of Economic Security	Contractor Moffat County Contractor's State of Incorporation: Colorado
Contract Maximum Amount Initial Term State Fiscal Year 2021 \$546.77 Extension Terms Maximum Amount for All Fiscal Years \$546.77	Contract Performance Beginning Date The later of the Effective Date or December 1, 2020 Initial Contract Expiration Date March 31, 2021 or otherwise upon termination of the Schedule A as specified in the Work Number Agreement Except as stated in §2.D , the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Fixed Price Contractor shall invoice: As specified elsewhere Fund Source: CFMS	Options The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes
Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in §8: Worker's Compensation: Yes General Liability: Yes Automobile Liability: No Protected Information: No Professional Liability Insurance: No Crime Insurance: No	Miscellaneous Authority to enter into this Contract exists in: C.R.S. § 26-1-111 Law-Specified Vendor Statute (if any): N/A Procurement Method: Exempt Solicitation Number (if any): N/A
State Representative Barry Pardus, Deputy Director Office of Economic Security 1575 Sherman St., 5 th Floor Denver, CO 80203 (303) 866-3726 barry.pardus@state.co.us	Contractor Representative Nicole M. Shatz, MSW, Assistant Director Moffat County Department of Human Services 595 Breeze St. Craig, CO 81625 (970) 824-8282 x 2030 nicole.shatz@state.co.us

Exhibits

The following Exhibits are attached and incorporated into this Contract:

Exhibit A – Statement of Work

Exhibit B – Universal Membership Agreement - 16 IHEA 83111

Exhibit C – Amendment 7 - 21 IHGA 164987

Contract Purpose

The State has entered into a Contract with the TALX Corporation, a provider of Equifax Verification Services (“EVS”), for use of The Work Number. This Contract allows the County to participate with the State acting as a pass-through entity to benefit from bulk pricing on income verification from The Work Number.

Signature Page begins on next page →

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p align="center">CONTRACTOR Moffat County</p> <p>Signed: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director</p> <p>Signed: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p align="center">2nd State or Contractor Signature if Needed</p> <p>By: _____</p> <p>Date: _____</p>	<p align="center">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>By: _____</p> <p align="center">Assistant Attorney General</p> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Andrea Eurich / Janet Miks / Toni Williamson</p> <p>Effective Date: _____</p>	

-- Signature and Cover Pages End --

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the Department of Human Services (the “State” or “CDHS”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the “Effective Date”, which shall be upon approval by the State Controller or designee and upon full execution of substantially the same agreement with all counties listed in this Contract. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State’s Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such

period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 “Sample Option Letter.” The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor’s obligations, provided that the

sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, 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 Contractor, or the appointment of a receiver or similar officer for Contractor 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 Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.
- D. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.
- E. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the “main body” of this Contract exclusively.
- F. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- H. **“End of Term Extension”** means the time period defined in §2.D.
- I. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.
- J. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..
- K. **“Extension Term”** means the time period defined in §2.C.

- L.** “**Goods**” means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M.** “**Initial Term**” means the time period defined in **§2.B**.
- N.** “**Party**” means the State or Contractor, and “**Parties**” means both the State and Contractor.
- O.** “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- P.** “**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 C.R.S.
- Q.** “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- R.** “**Services**” means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

- S. **“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, PHI, PCI, Tax Information, CJI, 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 Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, 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.
- T. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. **“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.
- V. **“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.
- W. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- X. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- Y. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- Z. **“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 Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. REPORTING - NOTIFICATION

A. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages as provided in §15.

6. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Other Entity Access and Nondisclosure Agreements

Contractor 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 Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

B. Use, Security, and Retention

Contractor 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. Contractor shall provide the State with access, subject to Contractor'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 Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

C. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

7. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor 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 Contractor under this

Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Contractor shall maintain a written conflict of interest policy. Contractor shall provide the written conflict of interest policy to the State upon request.

8. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

B. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

C. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and

- ii. \$2,000,000 general aggregate.
- iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

D. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

E. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

G. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

H. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within 7 days of Contractor's receipt of such notice.

I. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

J. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the

terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

K. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

9. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, 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 Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor 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 Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

10. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract 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 Contract 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 Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor 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, Contractor 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 Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor 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. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor 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.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

11. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

12. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be

in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

13. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

14. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract 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 Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §18.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract 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.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract 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 Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. 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 Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

Any reference in this Contract 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 Effective Date of this Contract.

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. HIPAA Business Associate Agreement (if any).
- ii. Colorado Special Provisions in §19 of the main body of this Contract.
- iii. The provisions of the other sections of the main body of this Contract.

iv. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.A.**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

Q. Waiver

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

R. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

S. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

T. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

15. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

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

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor 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 Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor 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. 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 Contract. 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 Contract 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 Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor'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 Contract 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 Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract 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 Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited

to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq. C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 et seq., C.R.S., CDHS may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101 et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

16. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the

term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Restrictions on Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

C. Discrimination

Contractor shall not:

- i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.
- ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

D. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

- i. submit to and successfully pass a criminal background check, and
- ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

E. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

F. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

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17. SAMPLE OPTION LETTER (IF APPLICABLE)

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Contract Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date Month Day, Year Current Contract Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

A. For use with Option 1(A): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. For use with Options 1(B and C): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. For use with Option 1(D): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. For use with Option 1E: In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. For use with all Options that modify the Contract Maximum Amount: The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE <u>SAMPLE ONLY – DO NOT SIGN</u> By: Name & Title of Person Signing for Agency or IHE Date: <u>SAMPLE ONLY – DO NOT SIGN</u>	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. <p style="text-align: center;">STATE CONTROLLER</p> <p style="text-align: center;"><u>SAMPLE ONLY – DO NOT SIGN</u> Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> Option Effective Date: <u>SAMPLE ONLY – DO NOT SIGN</u>
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Exhibit A – Statement of Work

A. Background

For purposes of this Exhibit A, Contractor may also be referred to as “County.” The State has entered into a contract (Exhibit B – Universal Membership Agreement - 16 IHEA 83111) with TALX Corporation, a provider of Equifax Verification Services (“EVS”) and intends to execute an amendment Exhibit C – Amendment 7 - 21 IHGA 164987) to the Universal Membership Agreement (collectively “Work Number Agreement”). The Work Number Agreement allows EVS to provide employment verification services directly to Colorado counties. The State acts only as a pass-through entity, meaning that EVS will bill the State for fees incurred by the counties, and the State will then bill the counties individually.

The Work Number Agreement is between the State and EVS with participating counties each signing Participation Agreements (see Exhibit 1 to Universal Membership Agreement). The Work Number Agreement obligates the counties collectively and Contractor individually to pay EVS via the State for services rendered so the State and County are entering into this Contract to memorialize the State’s and County’s responsibilities as they relate to the Work Number Agreement.

B. Payment

County shall pay the State for County’s use of services within the scope of the Work Number Agreement. The State shall promptly pass through County’s payments to EVS in accordance with the Work Number Agreement. Except within its role as a pass through entity, the State is not liable for County’s obligations incurred under this Contract or the Work Number Agreement. The State shall provide each County an invoice at least 30 days prior to the date the payment is due to EVS. The State shall ensure that any payment to the State is paid over to EVS prior to the date that payment is due to EVS.

C. Annual Minimum

The Work Number Agreement by the terms of the Schedule A obligates each Participating County, through the State as the pass-through entity, to pay the Participating County’s proportionate share of the Annual Minimum Payment as set forth in this Contract and Exhibit 1 to the Schedule A. The Minimum Payment for the period of December 1, 2020 to March 31, 2021 is \$759,335, which is based upon an estimated 116,667 income verification requests at \$6.44 per income verification request, plus a \$2,000 per month service fee. County’s responsibility for its share of any deficiency survives termination of this Contract or the Work Number Agreement.

County is responsible for its percentage of the Annual Minimum Payment based upon the following formula:

$$\frac{[\text{County's Minimum Usage}]}{[\text{Total Participating counties' Previous Usage}]} = \text{County Percentage}$$
$$[\text{County Percentage}] \times [\text{Annual Minimum Payment}] + [\text{Admin Fee}] = \text{County Financial Obligation}$$

IF County’s Actual Annual Payment is less than County’s Financial Obligation, THEN County is considered a Deficient County and shall pay any deficiency according to the following formula:

$$[\text{Annual Minimum Payment}] - [\text{Total Actual Annual Payment}] = \text{Total Deficiency}$$

$$[\text{County Financial Obligation}] - [\text{County Actual Annual Payment}] = \text{County Deficiency}$$

$$[\text{County Deficiency}] / [\text{Total counties' Deficiency}] = \text{Deficient County Percentage}$$

$$[\text{Deficient County Percentage}] \times [\text{Total Deficiency}] = \text{Deficient County Payment to State}$$

This table represents each county's financial obligation:

County	Minimum Usage (Dec. 1, 2020 - Mar. 31, 2021)	Minimum Cost	Admin. Fee	Total Financial Obligation
Adams	10,717	\$69,014.87	\$734.00	\$69,748.87
Alamosa	16	\$100.19	\$1.07	\$101.25
Arapahoe	20,714	\$133,395.09	\$1,420.00	\$134,815.09
Archuleta	15	\$96.18	\$1.02	\$97.20
Bent	5	\$34.06	\$0.36	\$34.43
Boulder	4,894	\$31,518.86	\$334.00	\$31,852.86
Broomfield	918	\$5,915.05	\$62.98	\$5,978.03
Clear Creek	5	\$34.06	\$0.36	\$34.43
Conejos	22	\$144.27	\$1.54	\$145.81
Crowley	44	\$286.54	\$17.18	\$303.72
Delta	186	\$1,198.24	\$12.76	\$1,211.00
Denver	25,315	\$163,030.57	\$1,735.00	\$164,765.57
Douglas	489	\$3,151.89	\$33.56	\$3,185.45
Eagle	348	\$2,238.18	\$23.83	\$2,262.01
Elbert	5	\$34.06	\$0.36	\$34.43
El Paso	12,213	\$78,652.87	\$835.00	\$79,487.87
Fremont	758	\$4,883.12	\$51.99	\$4,935.11
Grand/Jackson	48	\$310.58	\$3.31	\$313.89
Gunnison	44	\$284.53	\$3.03	\$287.56
Jefferson	11,118	\$71,599.70	\$760.00	\$72,359.70
Kiowa	5	\$34.06	\$0.36	\$34.43
Kit Carson	5	\$34.06	\$0.36	\$34.43
Lake	51	\$326.61	\$3.48	\$330.09

La Plata/San Juan	449	\$2,889.40	\$30.77	\$2,920.16
Larimer	8,082	\$52,047.19	\$553.00	\$52,600.19
Las Animas	82	\$530.99	\$5.65	\$536.65
Mesa	1,550	\$9,984.64	\$105.00	\$10,089.64
Moffat	84	\$541.01	\$5.76	\$546.77
Montezuma	566	\$3,646.81	\$38.83	\$3,685.64
Morgan	1,053	\$6,778.66	\$72.18	\$6,850.84
Park	5	\$34.06	\$0.36	\$34.43
Pitkin	19	\$120.22	\$1.28	\$121.50
Prowers	5	\$34.35	\$0.37	\$34.71
Pueblo	3,749	\$24,141.08	\$256.00	\$24,397.08
Rio Grande/Mineral	25	\$160.30	\$1.71	\$162.01
Routt	113	\$725.35	\$7.72	\$733.08
San Miguel/Ouray	41	\$264.49	\$2.82	\$267.31
Summit	110	\$707.32	\$7.53	\$714.85
Weld	12,703	\$81,810.00	\$869.00	\$82,679.00
CDHS SNAP QA	93	\$601.12	\$6.40	\$607.52
TOTAL	116,667	\$751,334.63	\$7,999.94	\$759,334.57

D. Miscellaneous Provisions

1. State is acting as a fiscal agent for County, passing through payment of all costs from County to EVS, including the Annual Minimum Payment. The State shall not be liable for any debt or payment obligation, including the Annual Minimum Payment, incurred by County pursuant to this Contract or the Work Number Agreement, provided, however, that any failure by the State to pass through such payments from County shall constitute a breach of this Contract by the State. The State shall be obligated to pay over to EVS any funds received from a County. Upon breach of this agreement by the State, the County shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which the State may cure the breach or any other remedy allowed by law. If County fails to pay the State for County's costs incurred under this Contract or the Work Number Agreement, the State shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which County may cure the breach.

2. The Work Number Agreement is for the benefit of County. Any amendments or changes to the Work Number Agreement or any new Schedule A or amendments to Schedule A must be signed by or approved by a person authorized by the governing body for each County in accordance with the County's local procedures prior to the amendment or change being effective as to a participating county. The State shall not execute amendments or revisions to the Work Number Agreement or Schedule A that bind any participating county without the participating counties' consent as provided herein.
3. County's liability for any unpaid fees owed under this Contract or the Work Number Agreement shall survive termination of this Contract as to County who has not paid all required fees until the State receives payment from County.
4. Annual Termination: Unless specified elsewhere in this Contract or the Work Number Agreement, the State or County may only terminate this Contract, upon 60 days written notice, so as to align with the end of an annual term stated in the Work Number Agreement. If a County elects to terminate it shall not be obligated to expend any funds, including any annual minimum payment, for the years following its termination.
5. The State may execute similar agreements with new counties not originally part of this Contract or the Work Number Agreement. If the State executes a similar agreement with a new county or counties, the State and County will recalculate the annual minimum for the subsequent annual term.
6. County hereby grants the State authority to do the following:
 - a. Extend until March 31, 2021 the State's agreement with TALX corporation; and
 - b. Amend, in accordance with this Contract, the State's contract with TALX Corporation.

UNIVERSAL MEMBERSHIP AGREEMENT

for The Work Number® Social Services

This Universal Membership Agreement (the "Agreement") is entered into by and between TALX Corporation (a provider of Equifax Verification Services), a Missouri Corporation, located at 11432 Lackland Road, St. Louis, Missouri ("EVS"), and the State of Colorado, Colorado Department of Human Services ("CDHS").

RECITALS:

- A. EVS operates The Work Number®, a service used to verify employment and income information about an individual ("Consumers"), and various other services used to verify certain Consumer information (EVS's services are collectively referred to herein as the "Service"); and
- B. CDHS wishes to have Participating Counties use the Service to verify certain Consumer information.

NOW, THEREFORE, EVS and CDHS agree as follows:

1. **SCOPE OF THE AGREEMENT.** EVS agrees to allow Colorado's counties to use the Service pursuant to the terms of this Agreement. In that regard, this Agreement shall be considered a "master agreement" allowing the said Colorado counties to participate, provided such counties individually execute a Participation Agreement ("Participation Agreement") in the form of Exhibit 1 attached hereto (including Attachment 1 to Exhibit 1), along with an applicable Schedule A. It is further acknowledged by the parties that while this Agreement is with the State of Colorado Department of Human Services, the use by the said counties will be done by each under its status as an individual political subdivision of the State and as a separate legal entity pursuant to the terms of this Agreement; and the Participation Agreement and Schedule A executed by said counties. All references herein, or any applicable Schedule A, to "party" or "parties" and all references to "Participating County", shall apply equally and separately to each county executing a Participation Agreement and Schedule A (the "Participating County").

This Agreement consists of the general terms set forth in the body of this Agreement, Exhibit 1, Exhibit 2, and each Schedule A executed by the parties which may contain additional terms. If there is a conflict between the general terms and conditions of this Agreement and any Exhibit or Schedule, the provisions of the Exhibit or Schedule will govern and control. This Agreement specifically supersedes and replaces any agreement between the parties that predates this Agreement and which relates to the Service as provided in each Schedule A, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are terminated.

2. **EVS OBLIGATIONS.** The Service will provide Participating County with automated access to certain employment and/or income data ("Data") furnished to EVS by employers.
3. **PARTICIPATING COUNTY OBLIGATIONS.**
 - a. Participating County shall comply with the terms set forth in this Agreement which includes Exhibits 1 and 2, and also each Schedule A executed by the parties which may contain additional terms.
 - b. CDHS shall pay for the Services on behalf of the Participating Counties and shall promptly notify EVS of any failure by any Participating County to provide CDHS with sufficient funds to cover the cost of Services. Upon notification from CDHS of such failure, EVS will suspend and/or terminate the Services for such Participating County.

Except to the extent that Agency has provided an exemption certificate, direct pay permit or other such appropriate documentation, EVS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EVS's net income and any taxes or amounts in lieu thereof paid or payable by EVS as a result of the foregoing excluded items.

If payment is made by credit card, EVS will charge the credit card each month for transactions completed in the prior month. CDHS will be invoiced electronically through Equifax's Electronic Invoice Presentation & Payment (EIPP) program. Requests for paper billing are available upon CDHS's request and are subject to additional monthly fees. Such fees are subject to modification by EVS at intervals of no less than one year, upon prior written agreement between CDHS and EVS.

PLEASE FAX TO THE WORK NUMBER® SOCIAL SERVICES at 888-708-6816

EVS and CDHS understand and agree that CDHS is acting as a fiscal agent for the Participating Counties, passing through payment of all costs from the Participating Counties to EVS. CDHS shall not be liable for any debt or payment obligation incurred by a Participating County pursuant to this Agreement or any Participation Agreement, provided, however, that any failure by CDHS to obtain and pass through such payments from any Participating County shall constitute a breach of this Agreement by such Participating County; and EVS shall have the right to terminate this Agreement with respect to such Participating County upon written notice and at least thirty (30) days in which CDHS may cure the breach. In order to appropriately allocate costs among Participating Counties using the Service, EVS will provide to CDHS an itemized invoice, detailing activity by each Participating County.

- c. Participating County certifies that it will order Data from the Service only when Participating County intends to use the Data (i) in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the Data is a consumer report, and (ii) for one of the following FCRA permissible purposes: (1) in connection with a credit transaction involving the Consumer on whom the Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer, (2) in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, or (3) when Participating County otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; and for no other purpose.

Participating County agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau (the "CFPB")'s Notice Form attached as Exhibit 1.

- d. To the extent Participating County orders any Data relating to Vermont residents, Participating County certifies that it will comply with applicable provisions under Vermont law. In particular, Participating County certifies that it will order Data relating to Vermont residents only after Participating County has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Participating County further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Exhibit 2 was received from EVS.
- e. Participating County may use the Data provided through the Service only as described in this Agreement. Participating County may reproduce or store the Data obtained from the Service solely for its own use in accordance with this Agreement, and will hold all Data obtained from the Service under this Agreement in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless Participating County first obtains EVS's written consent; provided, however, that Participating County may discuss Consumer Data with the Data subject when Participating County has taken adverse action against the subject based on the Data. Participating County will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by EVS, except in any state where this contractual prohibition would be invalid. Participating County will refer the Consumer to EVS whenever the Consumer disputes the Data disclosed by Participating County. Participating County will not interpret the failure of EVS to return Data as a statement regarding that consumer's credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.
- f. Participating County may access, use and store the Data only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory"). Participating County may not access, use or store the Data or EVS Confidential Information at or from, or send the Data or Confidential Information to, any location outside of the Permitted Territory without Participating County first obtaining EVS's written permission.
- g. Participating County represents and warrants it (i) is administering a government funded benefit or program, (ii) has been given the legal authority to view the Data by the Consumer or by operation of law, and (iii) is requesting the Data in compliance with all laws.
- h. Participating County acknowledges it shall employ decision making processes appropriate to the nature of the transaction in accordance with commercially reasonable standards and will utilize the Data as part of its process.

- i. Participating County represents and warrants it has written authorization from the Consumer to verify income. Participating County need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form constitutes Consumer authorization. Notwithstanding the foregoing, in the event Participating County is using the Service to collect on defaulted child support obligations, Participating County is not required to obtain such authorization.
- j. Participating County may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Service or Data on its behalf without first obtaining EVS's written permission and without the Service Provider first entering into a Client Service Provider Information Use and Nondisclosure Agreement with EVS.
- k. In order to ensure compliance with this Agreement, applicable law and EVS policies, EVS may conduct reviews of Participating County activities, from time to time, during normal business hours, at all locations containing relevant records, with respect to Participating County's requests for Data and/or its use of Data. Participating County shall provide documentation within a reasonable time to EVS as reasonably requested for purposes of such review. Participating County (i) shall cooperate fully with any and all investigations by EVS of allegations of abuse or misuse of the Services and allow EVS to access its premises, records, and personnel for purposes of such investigations if EVS deems such access is necessary to complete such investigation(s), (ii) agrees that any failure to cooperate fully and promptly in the conduct of any audit constitutes grounds for immediate suspension of the Service and/or termination of the Agreement, and (iii) shall promptly correct any discrepancy revealed by such investigation(s). Participating County shall include the name and email address of the appropriate point of contact to whom such request should be made in the space provided in Participating County's Participation Agreement. Participating County may change its contact information upon written notice.
- l. Additional representations and warranties as may be set forth in each Schedule A.

4. PARTICIPATING COUNTY USE OF SERVICE.

Data on the Service may be accessed by Participating County to verify Consumer's employment status ("The Work Number® Employment Verification") or income ("The Work Number® Income Verification") for the purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of fraud, overpayments associated with the receipt of public aid or assistance, or the establishment and enforcement of child support orders and collecting on defaulted obligations that are in effect and valid.

5. DATA SECURITY. This Section 5 applies to any means through which Participating County orders or accesses the Service including, without limitation, system-to-system, personal computer or the Internet. For the purposes of this Section 5, the term "Authorized User" means a Participating County employee that Participating County has authorized to order or access the Service and who is trained on Participating County's obligations under this Agreement with respect to the ordering and use of the Service, and the Data provided through same, including Participating County's FCRA and other obligations with respect to the access and use of Data.

a. Participating County will, with respect to handling any Data provided through the Service:

1. ensure that only Authorized Users having a need to know can order or have access to the Service for an authorized purpose,
2. ensure that Authorized Users do not order Data for personal reasons or provide Data to any third party except as permitted by this Agreement,
3. inform Authorized Users that unauthorized access to Data may subject them to civil and criminal liability under the FCRA and other state and federal privacy laws punishable by fines and imprisonment,
4. ensure that all devices used by Participating County to order or access the Service are placed in a secure location and are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
5. take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than an Authorized User for permissible purposes, including, without limitation, (i) limiting the knowledge of the Participating County security codes, user names, User IDs, and any passwords Participating County may use, to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited.

6. change Participating County's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Service, or if Participating County suspects an unauthorized person has learned the password. Additionally, perform at least quarterly entitlement reviews to recertify and validate Authorized User's access privileges,
7. adhere to all security features in the software and hardware Participating County uses to order or access the Services, including the use of IP restriction,
8. implement secure authentication practices when providing User ID and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts,
9. in no event access the Services via any unsecured wireless hand-held communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals
10. only use assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) owned by Participating County to store the Data. In addition, Data must be encrypted when not in use and all printed Data must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose. In either case, commercially reasonable practices for the type of Data received from EVS must be employed,
11. if Participating County sends, transfers or ships any Data, encrypt the Data using the following minimum standards, which standards may be modified from time to time by EVS: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms,
12. not ship hardware or software between Participating County's locations or to third parties without deleting all EVS Participating County number(s), security codes, User IDs, passwords, Participating County user passwords, and any consumer information, or Data,
13. monitor compliance with the obligations of this Section 5, and immediately notify EVS if Participating County suspects or knows of any unauthorized access or attempt to access the Service, including, without limitation, a review of EVS invoices for the purpose of detecting any unauthorized activity,
14. if, subject to the terms of this Agreement, Participating County uses a Service Provider to establish access to the Service, be responsible for the Service Provider's use of Participating County's user names, security access codes, or passwords, and Participating County will ensure the Service Provider safeguards Participating County's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to Participating County under this Section 5,
15. use commercially reasonable efforts to assure data security when disposing of any Data obtained from EVS. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Participating County's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records,
16. use commercially reasonable efforts to secure Data when stored on servers, subject to the following requirements: (i) servers storing Data must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect Data through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing Data, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,
17. not allow Data to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices,
18. use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review,

19. provide immediate notification to EVS of any change in address or office location and are subject to an onsite visit of the new location by EVS or its designated representative, and
 20. in the event Participating County has a security incident involving EVS Confidential Information, Participating County will fully cooperate with EVS in a security assessment process and promptly remediate any finding.
- b. If EVS reasonably believes that Participating County has violated this Section 5, EVS may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Participating County and at EVS's sole expense, conduct, or have a third party conduct on its behalf, an audit of Participating County's network security systems, facilities, practices and procedures to the extent EVS reasonably deems necessary, including an on-site inspection, to evaluate Participating County's compliance with the data security requirements of this Section 5.
6. **CONFIDENTIALITY.** Each party acknowledges that all materials and information disclosed by a party ("Disclosing Party") to another party ("Recipient") in connection with performance of this Agreement consist of confidential and proprietary data ("Confidential Information"). Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Agreement. If the law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the Disclosing Party of the request. Thereafter, the Disclosing Party may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the Disclosing Party which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the Disclosing Party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the Disclosing Party's information. The rights and obligations of this Section 6 with respect to (i) confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), will survive termination of this Agreement for so long as such confidential and proprietary information remains a trade secret under applicable law; and (ii) all other confidential and proprietary data, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law. Notwithstanding the foregoing, EVS acknowledges that the terms of this Agreement (excluding any Schedules attached) may be subject to release under the Colorado Open Records Act (the "Act") or similar acts that may apply to government agencies. If Participating County is compelled to disclose any Confidential Information under the Act, Participating County will provide EVS with prompt written notice so that EVS may seek protection of its Confidential Information which may be exempt from disclosure under the Act. If such protection is not obtained by the date that Participating County must comply with the request, Participating County will furnish only that portion of the Confidential Information that it is advised by counsel that it is legally required to furnish, and Client will exercise commercially reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.
7. **TERM AND TERMINATION.** This Agreement shall be for an initial 90-day trial term ("Trial Term") to allow CDHS to evaluate the Service. Should CDHS elect to continue using the Service beyond such Evaluation Term, the Term of this Agreement shall be for an annually renewable term, and shall be automatically renewed for successive one year terms unless either party provides notice to the other party of its intent not to renew the Agreement at least ninety (90) days prior to the conclusion of the then current term. CDHS may terminate this Agreement or any Schedule(s), at any time upon thirty (30) days prior written notice to EVS. Any Participating County may likewise terminate its Participation Agreement upon thirty (30) days notice to EVS. Unless otherwise provided for in the relevant schedule, EVS may, with thirty (30) days notice, (i) change the price of the Service once annually, and/or (ii) change the Service Schedule and/or Description as deemed necessary, in EVS's sole discretion. CDHS's or Participating County's use of the Service after such thirty (30) day period shall constitute its agreement to such change(s), without prejudice to its right to terminate this Agreement as provided above. If EVS believes that CDHS or Participating County has breached an obligation under this Agreement, EVS may, at its option and reserving all other rights and remedies, terminate this Agreement and/or any Schedules executed by Participating County immediately upon notice to CDHS and/or Participating County.
8. **RIGHTS TO SERVICE.** The Service and the Data, including all rights thereto, are proprietary to EVS.

9. **WARRANTY.** EVS warrants that the Service will be performed in all material respects in a reasonable and workmanlike manner and in compliance with laws and regulations applicable to EVS's performance thereof. CDHS and Participating County each acknowledge that the ability of EVS to provide accurate information is dependent upon receipt of accurate information from employers. EVS does not warrant that the Service will be error free. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, EVS MAKES NO OTHER WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF GOOD TITLE, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EVS KNOWS OF SUCH PURPOSE.
10. **LIMITATION OF LIABILITY.** In no event shall EVS be liable to CDHS or any Participating County for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought. Except for (i) death, personal injury, and property damage, and (ii) EVS's indemnification obligations found herein, damages of any kind payable by EVS shall not exceed the sum paid by Participating County during the twelve months prior to the act or occurrence which gives rise to the claim.
11. **INDEMNIFICATION.** EVS agrees to indemnify, defend and hold harmless ("Indemnify") CDHS, the Participating Counties and their elected officials, officers, agents, and employees (each, an "Indemnified Party"), from and against claims, demands, liabilities, suits, damages, expenses and costs, including reasonable attorneys', experts' and investigators' fees and expenses ("Claims") brought by third parties against the Indemnified Party and arising from EVS's or its directors', officers' or employees' (i)-negligent or intentional, wrongful act or omission, (ii) violation of applicable law or (iii) infringement on third party proprietary rights.
12. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Colorado, without giving effect to the principles of conflict of laws thereof.
13. **FORCE MAJEURE.** Neither party will be liable to the other for any delay, or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.
14. **INSURANCE:** EVS shall maintain through the Term of this Agreement, at EVS's sole cost and expense, (i) all insurance coverage required by federal and state laws, including worker's compensation and employer's liability all with statutory minimum limits, (ii) general and auto liability coverage, and (iii) professional liability (Errors and Omissions) insurance, with insurance companies with an A.M. Best Rating of at least A-VIII in amounts no less than those currently in place as of the execution date of this Agreement. Prior to start of work, EVS shall provide a certificate or adequate proof of the foregoing insurance. Upon execution of this Agreement, EVS shall add CDHS as additional insured on all applicable policies except Workers Compensation and Errors and Omissions.
15. **MISCELLANEOUS.** This Agreement sets forth the entire agreement between the parties regarding the Service. Except as otherwise provided in this Agreement, this Agreement may be amended only by a subsequent writing signed by both parties. This Agreement may not be assigned or transferred by Participating County without EVS's prior written consent. This Agreement shall be freely assignable by EVS and shall inure to the benefit of and be binding upon the permitted assignee of either CDHS or EVS. If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited. Any notice under this Agreement shall be effective upon personal delivery by an overnight or other courier or delivery service, or three (3) days after pre-paid deposit with the postal service, in either case to the party's address in the first sentence of this Agreement or any substitute therefore provided by notice.
16. **COUNTERPARTS/EXECUTION BY FACSIMILE.** For the convenience of the parties, copies of this Agreement and Schedules hereof may be executed in two or more counterparts and signature pages exchanged by facsimile. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence

shall be fully binding as an original handwritten executed copy hereof and thereof and all of such copies together shall constitute one instrument.

CDHS and the Participating County each acknowledge receipt of Exhibit 1, "Notice to Users of Consumer Reports Obligations of Users". Furthermore, CDHS and the Participating County have read "Notice to Users of Consumer Reports Obligations of Users" which explains Participating County's obligations under the FCRA as a user of consumer report information (to be initialed by the person signing on behalf of Participating County). MB

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR
Colorado Department of Human Services
Reggie Bicha, Executive Director

TALX Corporation,
provider of Equifax Verification Services

By (signature): [Signature]
Name (print): Levitta Love
Title: OES Director
Date: 8.26.15

By (signature): [Signature]
Name (print): Michael Mohr
Title: Vice President - Sales Operations
Date: 8/13/15

This Agreement is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller

**COLORADO DEPARTMENT OF HUMAN SERVICES
CONTROLLER**

By: [Signature]
Clint Woodruff, Controller / Valri Gimple, Deputy Controller
Date: 8/27/15

UNIVERSAL SERVICE AGREEMENT

Exhibit 1

PARTICIPATION AGREEMENT

{Enter County Name} ("Participating County") and TALX Corporation, ("EVS") agree (i) that Participating County shall receive Services under the provisions of the Universal Membership Agreement dated (the "Agreement"), by and between EVS and CDHS, which provisions are incorporated herein by reference; and (ii) that each reference to Participating County in the Agreement shall refer to Participating County separately, as if Participating County had executed the Agreement itself.

Effective Date:

Participating County Information:

Location ID:	
Location Name:	Human Services Building
Main Contact:	Janice Luzzi
Main Contact Email Address:	jluzzi@jeffco.us
Main Contact Phone Number:	303/271-4506
Main Contact Fax Number:	303/271-4795
Main Contact Address:	900 Jefferson County Parkway
Main Contact City:	Golden
Main Contact State:	Colorado
Main Contact Zip:	80401
Audit Contact:	
Audit Contact Email Address:	

By signing below, Participating County agrees to each and every term and condition of the Agreement. Each person signing below represents and warrants that he or she has the necessary authority to bind the respective party set forth below.

Agreed:

Participating County

By (signature): Marcel Berg for Linn Johnson
 Name (print): Marcel Berg for Linn Johnson
 Title: Deputy Director
 Date: 9.3.15

TALX Corporation,

By (signature): Michael Muhn
 Name (print): Michael Muhn
 Title: Vice President - Sales Operations
 Date: 5/13/15

UNIVERSAL MEMBERSHIP AGREEMENT

for
The Work Number® Social Services

Attachment 1 to Exhibit 1

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, {Enter County Name} ("Participating County"), acknowledges that it subscribes to receive various information services from TALX Corporation, provider of Equifax Verification Services ("EVS") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA"), and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the "FCRA"), and its other state law counterparts. In connection with Participating County's continued use of EVS services in relation to Vermont consumers, Participating County hereby certifies as follows:

Vermont Certification. Participating County certifies that it will comply with applicable provisions under Vermont law. In particular, Participating County certifies that it will order Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Participating County has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Participating County further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from EVS.

Participating County: 30

Signed By: Mary C Berg for Lynn Johnson

Printed Name and Title: Mary C Berg, Deputy Director

Account Number: _____

Date: 9.3.15

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: _____

Title: _____

Mailing Address: _____

E-Mail Address: _____

Phone: _____ Fax: _____

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
- (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 *****

AGENCY 06. OFFICE OF THE ATTORNEY GENERAL

SUB-AGENCY 031. CONSUMER PROTECTION DIVISION

CHAPTER 012. Consumer Fraud--Fair Credit Reporting

RULE CF 112 FAIR CREDIT REPORTING

CVR 06-031-012, CF 112.03 (1999)

CF 112.03 CONSUMER CONSENT

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

AMENDMENT 7 TO: SCHEDULE A

This Amendment 7 to: Schedule A is entered into by and between **TALX Corporation** (“TALX”) and **The State of Colorado, Colorado Department of Human Services** (“CDHS”) jointly “the Parties,” with reference to the following:

WHEREAS, the Parties entered into that certain Universal Membership Agreement, last signed by the parties on or about August 26, 2015 (the “Agreement”); and

WHEREAS, the Parties made effective the Schedule A – The Work Number® Express Social Service on October 19, 2016 (the “Schedule A”); and

WHEREAS, the CDHS exercised its first optional annual renewal term (as permitted in Section II of Schedule A, by means of that certain Successive Term 1 Schedule A made effective by the parties on December 28, 2016 (the “Successive Term Schedule A”); and

WHEREAS, the Parties amended the Successive Term Schedule A to provide verification of employment and income services for 2 (two) additional months, beginning January 1, 2018 through February 28, 2018 (the “Temporary Extension Period”) while the State worked to get approval from the participating counties to authorize the successive term; and

WHEREAS, CDHS exercised its second optional renewal term (as permitted in Section II of Schedule A, by means of that certain Amendment 1 to Schedule A made effective by the parties on February 28, 2018, for the term beginning March 1, 2018 and ending on February 28, 2019 (“Amendment 1”); and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A to provide verification of employment and income services for 3 (three) additional months, March 1, 2019 through May 31, 2019 (the “Second Temporary Extension Period”) while the State worked to get approval from the participating counties to authorize the successive term; and

WHEREAS, the Parties subsequently amended the Schedule A to provide verification of employment and income services for 3 (three) additional months, beginning June 1, 2019 through August 31, 2019 (the “Third Temporary Extension Period”) while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

WHEREAS, the Parties subsequently amended the Schedule A to provide verification of employment and income services for 2 (two) additional months, beginning September 1, 2019 through October 31, 2019 (the “Fourth Temporary Extension Period”) while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

WHEREAS, the Parties subsequently amended the Schedule A to (i) provide verification of employment and income services for 1 (one) additional year, beginning November 1, 2019 through October 31, 2020, (2) add a Scope of Work, and (3) amend the Service Description Overview (the “Fifth Amendment”); and

WHEREAS, the Parties subsequently amended Schedule A in order to provide the verification of employment and income services for 1 (one) additional month, from November 1, 2020 through November 30, 2020 (the “Fifth Temporary Extension Period”); and

WHEREAS, the Parties desire to amend Schedule A in order to provide the verification of employment and income services for 4 (four) additional months from December 1, 2020 through March 31, 2021 (the “Sixth Temporary Extension Period”). All other terms and conditions of the Agreement, as previously amended, remain unchanged and in full force and effect. For purpose of this Amendment 7, all capitalized terms used herein and otherwise defined shall have the meaning set forth in the Agreement.

NOW, THEREFORE, upon Colorado State Controller signature and effective on December 1, 2020, the Parties do hereby agree to amend the Agreement as follows:

This Amendment 7 may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.

A. CDHS hereby exercises a four (4) month extension beginning December 1, 2020 and ending on March 31, 2021.

B. Pricing:

Verification Fees: Employment Summary (SSN Search) shall remain unlimited at no charge.

Income Verifications	Fixed Fee (Dec. 1, 2020 – March 31, 2021)	Transaction Ceiling (Total # of Transactions) (Dec. 1, 2020 – March 31, 2021)	Cost	Cost Above Ceiling (Per Transaction)
	\$751,334.63	116,664	\$6.44	\$6.44

- Monthly Account Servicing Fee for Sixth Temporary Extension Period: \$1,999.98
- The Fixed Fee for the products listed above will be payable as the Transactions come in. At the end of the Extension Period, if CDHS has not met the Fixed Fee, the difference between the Fixed Fee and that for the Transactions paid will be due and payable.
- The above pricing reflects the Fee for each successful Transaction and is based on one use/decision per Transaction.
- A “Transaction” is defined by a database search which successfully returns Data.

C. **Exhibit 1 to Schedule A** is deleted in its entirety and replaced with the following:

County	Minimum Usage (Dec. 1, 2020 – March 31, 2021)	Minimum Cost (Dec. 1, 2020 – March 31, 2021)	Account Service Fee (Dec. 1, 2020 – March 31, 2021)	Total Financial Obligation (Dec. 1, 2020 – March 31, 2021)
Adams	10,717	\$69,014.87	\$734.00	\$69,748.87
Alamosa	16	\$100.19	\$1.07	\$101.25
Arapahoe	20,714	\$133,395.09	\$1,420.00	\$134,815.09
Archuleta	15	\$96.18	\$1.02	\$97.20
Bent	5	\$34.06	\$0.36	\$34.43
Boulder	4,894	\$31,518.86	\$334.00	\$31,852.86
Broomfield	918	\$5,915.05	\$62.98	\$5,978.03
Clear Creek	5	\$34.06	\$0.36	\$34.43
Conejos	22	\$144.27	\$1.54	\$145.81
Crowley	44	\$286.54	\$17.18	\$303.72
Delta	186	\$1,198.24	\$12.76	\$1,211.00
Denver	25,315	\$163,030.57	\$1,734.98	\$164,765.55
Douglas	489	\$3,151.89	\$33.56	\$3,185.45
Eagle	348	\$2,238.18	\$23.83	\$2,262.01
Elbert	5	\$34.06	\$0.36	\$34.43
El Paso	12,213	\$78,652.87	\$835.00	\$79,487.87
Fremont	758	\$4,883.12	\$51.99	\$4,935.11
Grand/Jackson	48	\$310.58	\$3.31	\$313.89
Gunnison	44	\$284.53	\$3.03	\$287.56
Jefferson	11,118	\$71,599.70	\$760.00	\$72,359.70
Kiowa	5	\$34.06	\$0.36	\$34.43
Kit Carson	5	\$34.06	\$0.36	\$34.43
Lake	51	\$326.61	\$3.48	\$330.09
La Plata / San Juan	449	\$2,889.40	\$30.77	\$2,920.16
Larimer	8,082	\$52,047.19	\$553.00	\$52,600.19
Las Animas	82	\$530.99	\$5.65	\$536.65
Mesa	1,550	\$9,984.64	\$105.00	\$10,089.64
Moffat	84	\$541.01	\$5.76	\$546.77
Montezuma	566	\$3,646.81	\$38.83	\$3,685.64
Morgan	1,053	\$6,778.66	\$72.18	\$6,850.84
Park	5	\$34.06	\$0.36	\$34.43
Pitkin	19	\$120.22	\$1.28	\$121.50
Prowers	5	\$34.35	\$0.37	\$34.71
Pueblo	3,749	\$24,141.08	\$256.00	\$24,397.08
Rio Grande / Mineral	25	\$160.30	\$1.71	\$162.01
Routt	113	\$725.35	\$7.72	\$733.08
San Miguel / Ouray	41	\$264.49	\$2.82	\$267.31
Summit	110	\$707.32	\$7.53	\$714.85
Weld	12,703	\$81,810.00	\$869.00	\$82,676.33
CDHS SNAP QA	93	\$601.12	\$6.40	\$607.52
TOTAL	116,664	\$751,334.63	\$7,999.92	\$759,334.55

IN WITNESS WHEREOF, the Parties have executed this Sixth Amendment through their duly authorized representatives.

STATE OF COLORADO
Jared Polis, GOVERNOR
Colorado Department of Human Services
Michelle Barnes, Executive Director

TALX Corporation,
provider of Equifax Verification Services

By
(signature): _____
Name _____
(print): _____
Title: _____
Date: _____

By
(signature): _____
Name _____
(print): _____
Title: _____
Date: _____

This Amendment 7 is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller

**COLORADO DEPARTMENT OF HUMAN SERVICES
CONTROLLER**

By (signature): _____

Name/Title: (print): _____

Date: _____

Ex-Officio
2021

Ex-Officio by District

District 1

Ex-Officio	Department/Board/Organization	Representative	Meets	Phone
Bohrer	AGNC/Council on Aging	B. Peterson/ Heather Jones	monthly	970-665-1095
Bohrer	Airport Advisory Board	Jerry Hoberg	1st Monday - 6 pm	824-9148
Bohrer	City/County Joint Services Committee		3rd Tues - 4 pm	
Bohrer	Craig/Moffat Economic Development Partnership	City of Craig	3rd Mon- 2 pm	826-2039/ 846-1663
Bohrer	Colorado Counties, Inc	John Swartout		303-861-4076
Bohrer	Extension Office	Jessica Counts		826-3402
Bohrer	Housing Authority Board/Sunset Meadows	Suzanne Hope	Last Wed - 9 am	824-3660 x 4
Bohrer	Human Resources Council	Kristen Vigil	4th Tues - Noon (Qtrly)	824-6222
Bohrer	Information Technology	Mason Siedschlaw		3403
Bohrer	Memorial Regional Health Board of Trustees	Julie Hanna	3rd Thurs, 6 pm	826-3100
Bohrer	Natural Resources	Jeff Comstock		3400
Bohrer	NW CO Weed Partnership	Diane Brannan		620-0186
Bohrer	Weed and Pest	Jesse Schroeder		9184

Commissioners appoint community volunteers to these boards

Ex-Officio
2021

Ex-Officio by District

District 2

Ex-Offi	Department/Board/Organization	Representative	Meets	Phone
Villard	Cemetery Board		as needed	
Villard	Club 20	Christian Reece		970-242-3264
Villard	Craig Chamber of Commerce	Jennifer Holloway	2nd Thurs - 11:30 am	824-5689
Villard	Dept of Human Services			824-8282 x 2027
Villard	Fairgrounds/Cemetery	Bill Sixkiller		824-5708/326-5206
Villard	Hamilton Community Hall		1st Wed. 4:30 pm	
Villard	Just Transition			
Villard	Land Use Board	Jeff Comstock	2nd Mon - 7 pm	3400
Villard	Northwest Transportation Planning Region	Ginger Scott	Qrtly	871-8215
Villard	Opioid Lawsuit			
Villard	Planning Commission	Jerry Hoberg	1st Tues- 6:30 pm	9148
Villard	Veterans Services	Ed Wilkinson		824-3246 x 10
Villard	Yampa River Legacy Project	Ginger Scott	3rd Wed - 9:30 am	871-8215

Commissioners appoint community volunteers to these boards

Ex-Officio

2021

Ex-Officio by District

District 3

Ex-Officio	Department/Board/Organization	Representative	Meets	Phone
Broom	Community Clinics @MRH			
Broom	Development Services/Planning/Airport	Roy Tipton		824-9160
Broom	Office of Emergency Management	Mike Cochran		826-2303
Broom	Facilities Maintenance/Parks	Lennie Gillam		9107
Broom	Fair Board	Jackie Goodnow	2nd Tues - 7 pm	824-9183
Broom	Library/Library Board	Keisha Bickford	2nd Monday 3:30 pm	824-5116 x 404
Broom	Maybell Ambulance			
Broom	Maybell Community Board		as needed	
Broom	Maybell VF Dept Advisory Board		2nd Friday - 7 pm	
Broom	NW CO Workforce Investment Board	Lynnette Siedschlaw	Qrtly	9108
Broom	Public Health	Kari Ladrow		291.8374
Broom	Road and Bridge Department	Dan Miller		824-3211 x 1015
Broom	Tourism Association Board	Tom Kleinschnitz	2nd Wed - 3 pm	824-2335
Broom	Youth Services/Juvenile Svcs Planning	Tara Wojtkiewicz	1st Wed - 9 am	9105

Commissioners appoint community volunteers to these boards

Ex-Officio
2021

Ex-Officio	Department/Board/Organization	Representative	Meets	Phone
BOCC	14th Judicial Dist Comm Corrections Board		monthly	
BOCC	County Attorney	Rebecca Tyree		824-9137
BOCC	Emp Health Insurance Board	Lynnette Siedschlaw	3rd Thursday	9108
BOCC	Emp Retirement Board	Lynnette Siedschlaw		9108
BOCC	Finance Dept	Mindy Curtis		9106
BOCC	Human Resources	Lynnette Siedschlaw		9108
BOCC	Local Marketing District		2nd Thurs, 4 pm - City Hall	
BOCC	Public Works		1st Wed - 8 am - Ext Office	
BOCC	Yampa/White/Green Basin Roundtable		every other month	

Assessor, Clerk, Coroner, Sheriff, Surveyor, & Treasurer
have no Ex-Officio as they are Elected Officials

Commissioners appoint community volunteers to these boards

Board Appointment Summary
January 19, 2020

<u>BOARD</u>	<u>Board Size</u>	<u>Seats Open</u>	<u>Term</u>	<u>Appointed:</u>
Area Council on Aging		2		no applicants
Employee Health Insurance				Jerry Hoberg
				Linda Peters (up from alt)
				Lennie Gillam
				Kari Ladrow (alt)
				Denise Baptist (alt)
Hamilton Community Center Board		3		no applicants
Housing Authority Board		1		no applicants
Land Use Board				Will Meyers - voting (Rec seat)
				Jon Miller (alt)
				John Cromer - voting (Landowner)
				Doug Winters (alt)
				T Wright Dickinson - (alt) Agriculture
				Steve Hinkemeyer - voting (Minerals/Minig)
				Mike Camblin -voting (Business)
				Doug Davis (alt)
Library				Carol Haskins
				Katie Blankenbaker
LMD				Tim Osborne
Maybell Community Board		3		no applicants
MRH BOT				Todd Jourgensen
				Dr. Allan Reishus
MCTA				Tammie Thompson-Booker
				Shannon Moore
				Brittany Young
Planning & Zoning				no applicants
Weed Advisory Board				Tom Mathers
				(Troy Osborn?)
<u>Board seats still open:</u>				
Area Council on Aging				
Hamilton Community Center Board				
Housing Authority Board				
Maybell Community Board				
Planning & Zoning				
Weed Advisory Board				

BOCC MEETING

MOFFAT COUNTY PLANNING DEPARTMENT

January 19, 2021

The Planning Commission did not have a quorum.

- S-21-01 – Resubdivision of Lots 874 and 875 in Wilderness Ranch - Applicants own both lots and want to include a pond in Lot 875 that is currently in Lot 874.
- E-21-01 – Forbes Exemption - This was originally a 475.75 acre parcel and 13.353 acres will be exempted off.

Moffat County Planning Commission

January 5, 2021

Application: S-21-01

Applicant: James and Lisanne Smith

Description: Resubdivision of Lots 874 and 875 in Wilderness Ranch Filing 15

Regulation Reference: Section 7.020 – Re-Subdivision Procedures

Location: Sections 34; T11N; R89W

Access: Addresses are 3286 and 3504 Routt Forest Drive in Wilderness Ranch

Staff Comments: Applicants own both lots and want to include a pond in Lot 875 that is currently in Lot 874.

Attachments: Copy of application, maps and other information.

Results:

Moffat County Planning Department

221 West Victory Way, Suite 250
Craig, CO 81625
Paid _____
970-824-9148

File # S- 21-01

Sketch/Prelim: \$300
Date _____

Final: \$250
Date Paid _____

PD
12-02-2020
At

RESUBDIVISION APPLICATION

Application Date: _____ Original Subdivision Name:

Wilderness Ranch

New Subdivision Name:

Resubdivision of Lots 874 and 875 of Wilderness Ranch Filing

Section 34 Township 11N Range 89W General Description of Location: #15

3286 and 3504 Routh Forest Drive, Wilderness Ranch

Total Acreage: 72.22 Proposed Number of Lots: 2 Zoning:

Owner(s) Name: James and Lisanne Smith Phone #:

970-531-9470

Email Address:

lajs@rkymtnhi.com

Address:

PO Box 1653, Granby, Co, 80446

Subdivider(s) Name: James + Lisanne Smith Phone #: 970-531-9470

Email Address:

lajs@rkymtnhi.com

Address:

PO Box 1653, Granby, Co 80446

Registered Surveyor: Epp + Associates Phone

#: 970-824-8236

Address:

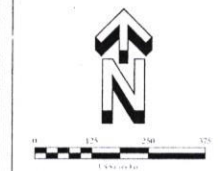
PO Box 1444, Craig, Co, 81626

Estimated Water Requirement: N/A gallons/day

Preliminary Plat of the Resubdivision of Lots 874 and 875 of Wilderness Ranch Filing #15, located in Section 34, Township 11 North, Range 89 West, of the 6th P.M., Moffat County, Colorado.

L.P.P. & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

433 4th Avenue West
P.O. Box 1444 Phone (970) 824-8236
Colorado Springs, CO 80906 Fax (970) 824-8227



Explanation

- Found No. 4 rebar
- Found 3.25" BLM alloy cap on 2" pipe
- Set 18" rebar with pink plastic cap by PLS 14815
- ◇ Set 18" rebar with 2" alloy cap (on rebar corner)

Resubdivision of Lots 874 and 875 of Wilderness Ranch Filing #15

Preliminary Plat

Section:	34
Township:	11N
Range:	89W
PM:	6th
Subdivision:	Wilderness Ranch Filing 15
County:	Moffat

Scale:	1" = 125'	Sheet
Job No:	2020152-01	1
Drawn By:	ME	
Date:	1/14/20	1

Owner's Certificate

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owner thereof has laid out, replatted and subdivided as shown on this Plat the land described as follows:

Situated in the County of Moffat, State of Colorado: Lot 874 and Lot 875 of WILDERNESS RANCH NO. 15 SUBDIVISION, according to the Amended Plat thereof, filed December 19, 1977 as Misc. #4703.

Containing 12.22 acres more or less.

Under the name and style of the:

Resubdivision of Lots 874 and 875 of Wilderness Ranch Filing #15

and by these presents, do hereby dedicate to the public all streets, easements, and other public places shown hereon and not already otherwise dedicated for public use.

By:

James E. Smith
P.O. Box 1653
Granby, CO 80420

Lisa Marie Smith
P.O. Box 1653
Granby, CO 80420

Notarial Certificate

I, _____
Notary Public for the State of Colorado,
do hereby certify that the foregoing is a true and correct copy of the original as the same appears to me.
Witness my hand and seal of office at
Granby, Colorado, this _____ day of _____, 2020.
My commission expires _____

Notarial Certificate

I, _____
Notary Public for the State of Colorado,
do hereby certify that the foregoing is a true and correct copy of the original as the same appears to me.
Witness my hand and seal of office at
Granby, Colorado, this _____ day of _____, 2020.
My commission expires _____

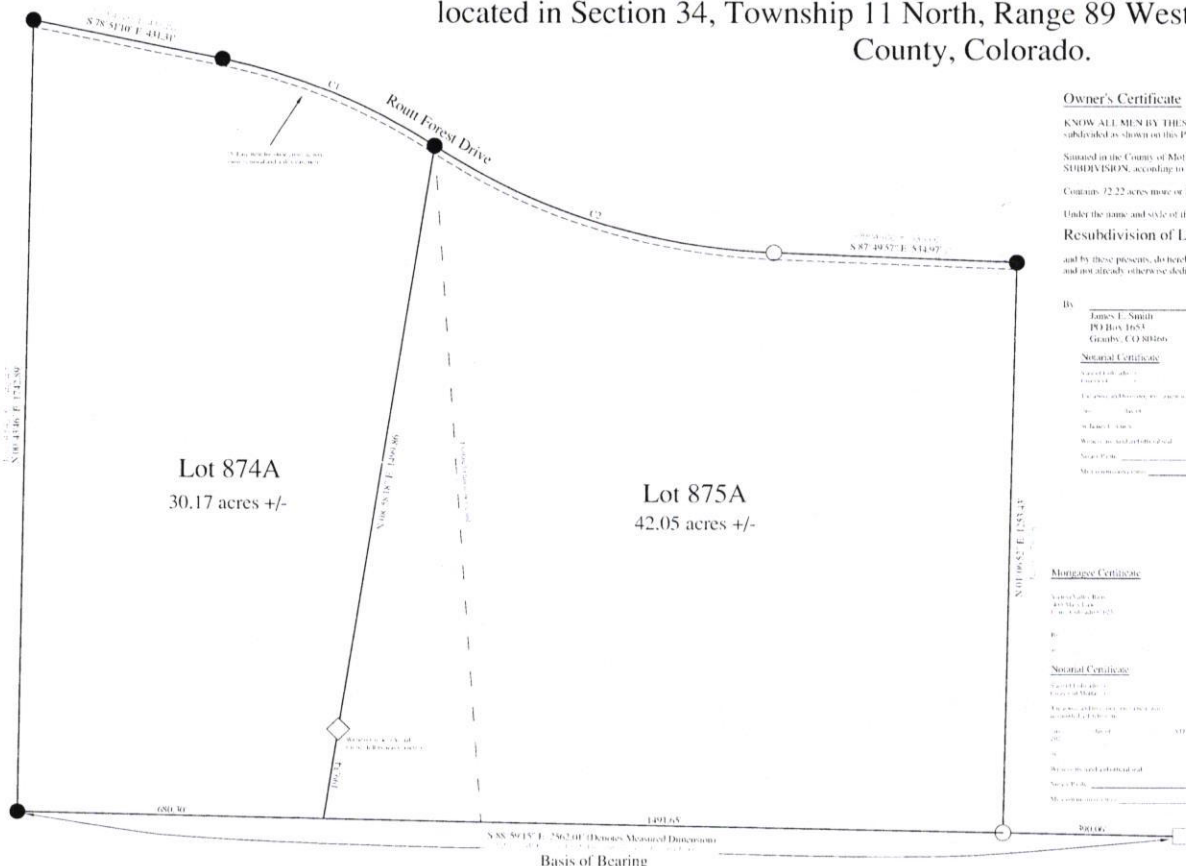
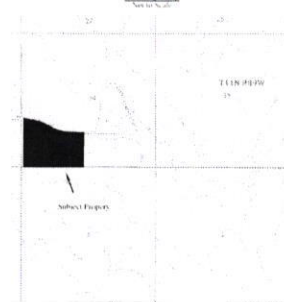
Mortgage Certificate

Accepted for filing
this _____ day of _____, 2020.

Notarial Certificate

I, _____
Notary Public for the State of Colorado,
do hereby certify that the foregoing is a true and correct copy of the original as the same appears to me.
Witness my hand and seal of office at
Granby, Colorado, this _____ day of _____, 2020.
My commission expires _____

Locality Map



Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING	DELTA ANGLE
1	1000.00	50.00	50.00	S 89° 59' 59" E	90.0000
2	1000.00	100.00	100.00	S 89° 59' 59" E	180.0000

Original Lots	New Lots
Lot 874	Lot 874A
Lot 875	Lot 875A

Surveyor's Certificate

I, _____
Professional Land Surveyor,
do hereby certify that the foregoing is a true and correct copy of the original as the same appears to me.
Witness my hand and seal of office at
Granby, Colorado, this _____ day of _____, 2020.
My commission expires _____

Notes

1. This plat is based on the original plat of the Wilderness Ranch Filing #15, as amended, filed December 19, 1977 as Misc. #4703.
2. The original plat of the Wilderness Ranch Filing #15, as amended, filed December 19, 1977 as Misc. #4703, is hereby incorporated by reference into this plat.
3. The original plat of the Wilderness Ranch Filing #15, as amended, filed December 19, 1977 as Misc. #4703, is hereby incorporated by reference into this plat.
4. The original plat of the Wilderness Ranch Filing #15, as amended, filed December 19, 1977 as Misc. #4703, is hereby incorporated by reference into this plat.
5. The original plat of the Wilderness Ranch Filing #15, as amended, filed December 19, 1977 as Misc. #4703, is hereby incorporated by reference into this plat.
6. The original plat of the Wilderness Ranch Filing #15, as amended, filed December 19, 1977 as Misc. #4703, is hereby incorporated by reference into this plat.
7. The original plat of the Wilderness Ranch Filing #15, as amended, filed December 19, 1977 as Misc. #4703, is hereby incorporated by reference into this plat.
8. The original plat of the Wilderness Ranch Filing #15, as amended, filed December 19, 1977 as Misc. #4703, is hereby incorporated by reference into this plat.
9. The original plat of the Wilderness Ranch Filing #15, as amended, filed December 19, 1977 as Misc. #4703, is hereby incorporated by reference into this plat.
10. The original plat of the Wilderness Ranch Filing #15, as amended, filed December 19, 1977 as Misc. #4703, is hereby incorporated by reference into this plat.

Clerk & Recorder's Certificate

I, _____
Clerk & Recorder of the County of Moffat, State of Colorado,
do hereby certify that the foregoing is a true and correct copy of the original as the same appears to me.
Witness my hand and seal of office at
Granby, Colorado, this _____ day of _____, 2020.
My commission expires _____

County Commissioner's Approval

I, _____
County Commissioner of the County of Moffat, State of Colorado,
do hereby approve the foregoing plat.
Witness my hand and seal of office at
Granby, Colorado, this _____ day of _____, 2020.
My commission expires _____

Planning Commission Approval

I, _____
Planning Commission of the County of Moffat, State of Colorado,
do hereby approve the foregoing plat.
Witness my hand and seal of office at
Granby, Colorado, this _____ day of _____, 2020.
My commission expires _____

Moffat County Planning Commission

January 5, 2021

Application: E-21-01

Applicant: Marjorie Forbes

Description: Exemption of 13.353 acres from 475.75 acres

Regulation Reference: Section 2.011 – Procedure for exemption from subdivision regulations

Location: Sections 14 and 15; T3N; R91W

Access: South on Hwy 13; then 10 miles south on MCR 41

Staff Comments: This was originally a 475.75 acre parcel and 13.353 acres will be exempted off.

Attachments: Copy of application and plat

Results:

Moffat County Planning Department
221 W Victory Way, Suite 250
Craig CO 81625
(970) 824-9148

No. # E- 21-01
Fee: \$200.00
Date Paid 12-02-2020

APPLICATION FOR EXEMPTION FROM SUBDIVISION REGULATIONS

Owner: Marjorie Forbes Phone #: 824-5805
Email address: _____
Address: 9126 CR 41, Craig Co. 81625
Buyer: Jay Forbes Phone #: 970 629-2359
Address: 575 School St. Craig Co. 81625
Agent, (if any): Jay Forbes Phone #: 970 629-2359
Address: 575 School St. Craig Co. 81625
Acreage: _____
Existing parcel: 475.75 Zone: Agriculture Proposed parcel(s): 13.353
Legal Description (existing parcel) – Section 14 & 15 Township 3N Range 9W
Driving Directions: 10 miles south of Highway 13 on CR 41
Proposed Use: Agriculture & Possible House

Provide the following attachments:

- 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.

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 Tuesday of each month. The application will be presented to the Planning Commission for their recommendation and then, on the second Tuesday of each 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.

-

I, Lloyd W. Powers being a duly registered Professional Land Surveyor do hereby certify that this survey was made by me or under my direct supervision and is based upon my professional knowledge, information and belief and conforms with the applicable standards of practice in the State of Colorado. This certificate does not constitute a guaranty or warranty, either expressed or implied.

WEST 1/4
CORNER
SECTION 14
T29N, R29W

81°41'52"E 113.27'

(BASIS OF BEARING)

53.77'

74°06'00"

81°41'52"E 337.145'

74°06'00"

100.00'

100°00'00"E 144.6'

100°00'00"E 344.05'

74°06'00"

100°00'00"E 744.05'

88.8°

127.50'

2184.51'

88°42'30"E

145.16'

168°42'30"E 458.30'

POINT OF BEGINNING
1/4 CORNER
SECTION 14
T29N, R29W

PARCEL "A"
13.353± ACRES

COUNTY ROAD NO. 41 (60' R.O.W.)

5/4 CORNER
SECTION 14
T29N, R29W

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owners thereof has laid out, platted and subdivided as shown on this plat the land described as follows:

A parcel of land located in the W1/2SW1/4 of Section 14, T3N, R91W of the 6th P.M., Moffat County, Colorado being more particularly described as follows:

Beginning at the S.W. Corner of said Section 14; thence along the South line of said Section 14, N89°42'36"E, 458.36 feet; thence N00°35'36"E, 740.05 feet; thence N20°32'56"W, 322.99 feet; thence N31°42'59"W, 448.67 feet; thence S71°51'54"W 186.80 feet to a point on the West line of said Section 14; thence along the said West line of Section 14, S1°41'52"E 1373.43 feet to the point of beginning.

SUBJECT TO: County Road No. 41 Right-of-Way.

Containing 13,353 acres more or less, under the name and style of the "FORBES EXEMPTION PLAT", and by these presents, do hereby dedicate to the public all streets, easements, and other public places shown hereon and not already otherwise dedicated for public use.

MARJORIE FORBES
9126 COUNTY ROAD NO. 41
CRAIG, CO 81625
(970) 824-5805

STATE OF COLORADO }
COUNTY OF MOFFAT } ss

The above and foregoing instrument was acknowledged before me this ____ day
of _____ A.D., 2020, By Marjorie Forbes.

Witness my hand and seal _____
NOTARY PUBLIC

My commission expires _____

APPROVED BY THE MOFFAT COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRMAN

THE ABOVE DEDICATION AND PLAT IS HEREBY APPROVED
AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONER'S
THIS _____ DAY OF _____, 20____.

BY: _____
CHAIRMAN

ATTEST: _____
COUNTY CLERK

State of Colorado }
County of Moffat } SS

I hereby certify that the original of this instrument was filed for record
in my office at _____ o'clock, _____ M. this _____ day of _____ A.D., 20____.

Reception No. _____

Moffat County Clerk & Recorder

By _____

BAKER & ASSOCIATES
1790 W. VICTORY WAY
CRAIG, CO 81625



Development Services

RE: Final Settlement to Ducey's Electric ,Inc. for the construction of new electric panels and connections at Loudy Simpson Park. Pursuant to Revised Statutes 1973, Section 38-26-107 advertising for final payment was posted in The Craig Daily Press on January 8, 2021, and January 15, 2021. No notices of claims or outstanding payments have been received. All Lien releases have been received.

Contract Amount:	\$129,900.00
Extra work on Ice Arena Panels	\$ 1,634.34
Extra Work to feed West Restroom	\$ 2,792.92
Extra Work to install ground wire and outlets and lighting on new shelter	\$ 2,348.07
Extra Work for Power for lighting and sound on new Shelter	<u>\$ 13,464.00</u>
Total	\$149,239.33
Retainage	\$ 6,495.00
Final payment	\$ 6,495.00

Submitted January 19, 2021 by

Roy Tipton
Director
Development Services



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventeenth day of December in the year Two Thousand and Twenty

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

Moffat County
221 W. Victory Way
Craig CO 81625

and the Architect:

(Name, legal status, address and other information)

TreanorHL, Inc.
1811 Baltimore Avenue
Kansas City MO 64108-1930

for the following Project:

(Name, location and detailed description)

Moffat County Courthouse
Moffat County
1198 W. Victory Way
Craig CO 81625
Renovation and addition to former Kmart Building.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Renovation of the former Kmart building to include program areas for Moffat County, including, but not limited to, County Assessor, County Clerk and Recorder, Elections, County Treasurer, County Commissioners, Administration, Natural Resources, Finance, Human Resources, Buildings and Grounds, Attorney, Development Services, IT/GIS, and Youth Services. The building will also include the program functions of the 14th Judicial District for Moffat County, including the courtroom and supporting areas, court clerk, district attorney, and probation. The existing building is an approximately 93,000 gross square feet on an approximately 11 acres.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Former Kmart building located at 1198 W. Victory Way in Craig, Colorado.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Construction budget is approximately \$16 to \$19 Million. The final construction and project budget will be determined during design.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

To be determined

(Paragraphs deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Roy Tipton, Director of Development Services
Moffat County
221 W. Victory Way, #250
Craig CO 81625

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Init.

(Paragraphs deleted)

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

T. Andrew Pitts, AIA, OAA, LEED AP bd+c, Principal
TreanorHL, Inc.
1811 Baltimore Avenue
Kansas City MO 64108
816.221.0900

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

JVA Consulting Engineers
47 Copper Creek Way
Suite 328
Winter Park CO 80482
970.722.7677

.2 Mechanical, Electrical and Plumbing Engineer:

Cator, Ruma & Associates, Co.
896 Tabor Street
Lakewood CO 80401
303.232.6200

.3 Civil Engineer:

TreanorHL, Inc.
1040 Vermont Street
Lawrence KS 66044
785.842.4858

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

None

Init.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** 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 Owner and filed with and approved by the Colorado Department of Insurance. **The Architect 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 the Architect'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 OWNER at the time originals of this Agreement, executed by the Architect, are delivered to the OWNER's Representative, identified in §1.1.7 and §5.3 of this Agreement, for execution by the OWNER.** 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 OWNER.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-Four (24) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Forty-Eight (48) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article I, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

(Paragraphs deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

(Paragraphs deleted)

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Lump Sum Fee of Nine Hundred and Sixty Thousand Dollars (\$960,000.00)

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As negotiated between Owner and Architect

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As negotiated between Owner and Architect

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%):

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Thirty-Five	percent (35	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty-Five	percent (25	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

TreanorHL's 2020 Standard Hourly Rates

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;

- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero dollars (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

18 % annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 **Tax Provision.** If an Internal Revenue Code Section 179D deduction is available for the Project, the parties agree to cooperate to assign such rights to Architect to enable Architect to obtain such deduction. Any costs of compliance or certification to obtain the deduction shall be paid by the Architect. Any such tax deduction obtained shall be for the sole use of the Architect.

§ 12.2 The amount to be expended pursuant to this Agreement shall be up to Nine Hundred Sixty Thousand dollars and 00/100 cents (\$960,000.00), subject to additions and deductions pursuant to authorized change orders. The Board of County Commissioners of Moffat County 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.

§ 12.3 **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.

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

§ 12.5 **Audits and Inspections.** At any time during normal business hours and as often as the OWNER may deem necessary, Architect shall make its records with respect to matters covered by this Agreement available for examination. The Architect shall permit the OWNER 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 OWNER may call for a certified, independent audit to be performed by a mutually agreed upon auditor.

§ 12.6 **Independent Consultant.** The Architect shall perform its duties hereunder as an independent consultant and not as an employee. Architect affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in this Agreement. Such personnel shall not be employees of nor have any contractual relationship with the OWNER.

Services required hereunder shall be performed by the Architect 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 and regulation to perform such services. Neither Architect nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Architect is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.

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

§ 12.6 **No Assignment.** The Architect and Subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the OWNER.

§ 12.7 **Illegal Aliens-Public Contracts.** If Architect has any employees or subcontractors, Architect shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens – Public Contracts for Services, and this Contract. By execution of this Contract, Architect certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Architect will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

- A. Architect shall not:
 - i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - ii. Enter into a contract with a subcontractor that fails to certify to Architect that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- B. Architect has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.

- C. Architect shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
- D. If Architect obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Architect shall:
- i. Notify the subcontractor and the County within three days that Architect has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Architect shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- E. Architect shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
- F. If Architect violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Architect shall be liable for actual and consequential damages to the County as required by law. The County will notify the Office of the Secretary of State if Architect violates this provision of this Contract and the County terminates the Contract for such breach.

§ 12.8 Compliance with Laws. The Architect shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in this Agreement.

§ 12.9 Indemnification. The Architect agrees to indemnify and hold harmless Moffat County, and its elected officials, 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 Architect 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 Moffat County may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.

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

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

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

Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$1,000,000.00 per person and \$1,000,000.00, per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater;

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101TM 2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .2 Other documents:

(List other documents, if any, forming part of the Agreement.)

TreanorHL Fee Proposal Letter, dated 10/20/2020

This Agreement entered into as of the day and year first written above.

MOFFAT COUNTY

TREANORHL, INC.

OWNER (Signature)

ARCHITECT (Signature)

T. Andrew Pitts, AIA, OAA, LEED AP bd+c
Principal

(Printed name and title)

(Printed name, title, and license number, if required)

Init.

TREANORHL

October 20, 2020

Roy Tipton
Director Development Services
221 W. Victory Way #250
Craig, CO 81625

Re: Moffat County, Colorado
Courthouse Renovation at former Kmart Building
Proposal for Design Services

Roy,

It is our pleasure to be able to present our proposal for architecture and engineering design for the renovation of the former Kmart building into a new Moffat County Courthouse and Government Center.

Our scope of work will include the renovation of and an addition to the former Kmart building, located at 1198 W Victory Way, Craig, CO 81625. It is anticipated the construction budget for the project will be approximately \$16 million. The scope will include architectural and engineering services as outline in AIA B101-2017, Standard Form of Agreement Between Owner and Architect. While this may not be the final agreement used, it shall define the scope of services included in our proposal.

For these services we propose a lump sum of nine hundred, sixty thousand dollars (\$960,000.00.) This fee would be divided into the following phases and percentages:

Phase	Percentage	Fee amount
Schematic design	15%	\$144,000
Design development	20%	\$192,000
Construction documents	35%	\$336,000
Bidding	5%	\$ 48,000
Contract administration (construction)	25%	\$240,000

It is our understanding you would want to initial contract for schematic design and design development to ensure a scope that aligns with the project budget. This would equate to an initial fee of \$336,000.00.

We welcome the opportunity to discuss in detail this proposal at your convenience. Please let us know if you have any questions or concerns.

Sincerely,



T. Andrew Pitts AIA, OAA, LEED AP bd+c
PRINCIPAL

apitts@treanorhl.com
o 816.221.0900
c 785.766.5191

treanorhl.com

BUTLER | SNOW

January 13, 2021

Board of County Commissioners
Moffat County, Colorado
221 Victory Way, #250
Craig, Colorado 81625

ATTN: Rebecca Tyree, County Attorney

Re: Proposed Issuance of
Certificates of Participation, Series 2021

Dear Members of the Board:

We are pleased to confirm our engagement as special counsel to Moffat County, Colorado (the "County"). We appreciate your confidence in us and will do our best to continue to merit it.

As you know, we have performed bond counsel/special counsel services for the County for many years. Nevertheless, in establishing our attorney-client relationship for this new transaction, current practice standards dictate that we set forth in writing (and in some detail) the elements of our mutual understanding. While some of the matters covered in this engagement letter will never be relevant or of concern between us, we hope you will understand that as attorneys and counselors it is our natural function to try to make communication clear and complete, and to anticipate and resolve questions before they arise. We also believe that the performance of our services may require your effort and cooperation. Consequently, the better we each understand our respective roles, responsibilities and contributions, the more efficient, effective and economical our work for you can be.

Personnel

This letter sets forth the role we propose to serve and the responsibilities we propose to assume as special counsel to the County in connection with the issuance of the above captioned certificates of participation (the "Certificates"). Kim Crawford and Maria Harwood will be principally responsible for the work performed by Butler Snow LLP on your behalf. Where appropriate, certain tasks may be performed by other attorneys or paralegals. At all times, however, Kim Crawford will coordinate, review, and approve all work completed for the County.

Scope of Employment

Bond Counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization of securities like the

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Certificates. As your bond counsel, we will: examine applicable law; consult with the parties to the transaction prior to the execution of the Lease; prepare customary authorizing and operative documents, which may include the Lease, an indenture of trust, and related documents, proceedings relating to the authorization and execution of the Lease and related documents and issuance of the Certificates and closing certificates; review a certified transcript of proceedings; and undertake such additional duties as we deem necessary to render the opinion. Subject to the completion of proceedings to our satisfaction, we will render our opinion relating to the validity of the Lease and the Certificates, the enforceability of the security for the Certificates, and the exclusion of the interest of the rentals paid under the Lease which is paid by the Trustee as interest on the Certificates (subject to certain limitations which may be expressed in the opinion) from gross income for federal income tax purposes and for Colorado income tax purposes.

We are also being retained by you to act as special counsel to the County in connection with the Official Statement for the Certificates (the "Official Statement"). As such, we will provide advice to the County on the applicable legal standards to be used in preparing the Official Statement and meeting the County's disclosure responsibilities. At the conclusion of the transaction we will deliver a letter to you stating that we have assisted the County in the preparation of the Official Statement, and that in the course of such assistance, nothing has come to the attention of the attorneys in our firm rendering legal services in connection with our representation which leads us to believe that the Official Statement, as of its date (except for the financial statements, other statistical data and statements of trends and forecasts, and information concerning the bond insurer, if any, and information concerning The Depository Trust Company ("DTC") provided by DTC contained in the Official Statement and its Appendices, as to which we express no view), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading.

In delivering our opinion and letter, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. Our opinion and letter will be addressed to the County and will be executed and delivered by us in written form on the date the Certificates are exchanged for their purchase price (the "Closing"). The opinion and letter will be based on facts and law existing as of their date.

Our services are limited to those contracted for explicitly herein; the County's execution of this letter constitutes an acknowledgment of those limitations. Specifically, but without implied limitation, our responsibilities do not include any representation by Butler Snow LLP in connection with any IRS audit, SEC enforcement action or any litigation involving the County or the Certificates, or any other matter. Neither do we assume

responsibility for the preparation of any collateral documents (*e.g.*, environmental impact statements) which are to be filed with any state, federal or other regulatory agency. Nor do our services include financial advice (including financial advice about the structure of Certificates) or advice on the investment of funds related to the Lease or Certificates.

Representation of the County

In performing our services, the County will be our client and an attorney-client relationship will exist between us. We will represent the interests of the County rather than the Board of Commissioners or its individual members. We will work closely with the County Attorney counsel and will rely on her opinion with regard to specific matters, including pending litigation. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Conflicts of Interest

Our firm sometimes represents, in other unrelated transactions, certain of the financial institutions that may be involved in this transaction, such as underwriters, including Stifel, Nicolaus & Company, Incorporated (the County's underwriter), credit enhancers, and banks that act as paying agents or trustees. We do not believe that any of these representations will materially limit or adversely affect our ability to represent the County in connection with the Certificates, even though such representations may be characterized as adverse under the Colorado Rules of Professional Conduct (the "Rules"). In any event, during the term of our engagement hereunder, we will not accept a representation of any of these parties in any matter in which the County is an adverse party. However, pursuant to the Rules, we do ask that you consent to our representation of such parties in transactions that do not directly or indirectly involve the County. Your execution of this letter will signify the County's prospective consent to such adverse representations in matters unrelated to the Certificates while we are serving as bond counsel hereunder.

Fee Arrangement

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we will assume, we estimate that our fee for this engagement will be \$70,000. Such fee may vary: (i) if the principal amount of the Certificates actually issued increases significantly, (ii) if material changes in the structure of the financing occur, (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities, or (iv) the transaction is delayed beyond June 30, 2021, which would require us to revise and update information and documents. If, at

any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

Our fees are usually paid at Closing out of Certificate proceeds. We customarily do not submit any statement until the Closing, unless there is a substantial delay in completing the financing. We understand and agree that our fees will be paid at Closing out of proceeds. If the financing is not consummated, we understand and agree that we will not be paid.

Termination of Engagement

The County may terminate our engagement, with or without cause, upon 5 days' written notice to us. We may terminate this engagement, upon 45 days' written notice to the County.

Our fees for this engagement contemplate compensation for usual and customary services as bond and disclosure counsel as described above. Upon delivery of the opinion, our responsibilities as bond and disclosure counsel will terminate with respect to this financing, and our representation of the County and the attorney-client relationship created by this engagement letter will be concluded. Specifically, but without implied limitation, we do not undertake to provide continuing advice to the County or to any other party to the transaction. Many post-issuance events may affect the Certificates, the tax-exempt status of interest on the Certificates, or liabilities of the parties to the transaction. Such subsequent events might include a change in the project to be financed with proceeds, a failure by one of the parties to comply with its contractual obligations (e.g., rebate requirements, continuing disclosure requirements), an IRS audit, an SEC enforcement action, or a change in federal or state law. Should the County seek the advice of bond counsel on a post-closing matter or seek other, additional legal services, we would be happy to discuss the nature and extent of our separate engagement at that time.

Document Retention

At or within a reasonable period after Closing, we will review the file to determine what materials should be retained as a record of our representation and those that are no longer needed. We will provide you with a copy of the customary transcript of documents after Closing and will return any original documents obtained from you (if a copy is not included in the transcript). Our document retention policy is attached hereto.

Approval

If the estimated fees and other foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter signed by the officer so authorized, keeping a copy for your files.

We appreciate this opportunity to serve as your bond counsel and special counsel on this financing and look forward to a mutually satisfactory and beneficial relationship.

BUTLER SNOW LLP

By: 

ACCEPTED AND APPROVED:

MOFFAT COUNTY, COLORADO

By: _____

Title: _____

Date: _____

KKC/jw
Enclosure

**NOTICE TO CLIENTS OF BUTLER SNOW'S
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records of documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We

reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

MOFFAT COUNTY ROAD DEPARTMENT

(monthly report)

December 2020

DATE 1/14/2021

1. Crusher – We are at the Smith pit crushing. The foreman has been out for 2 months sick so the construction foreman has been filling in.
 2. The truck crew finished graveling the east end of CR 17. They are hauling from the Limestone pit to CR 21 and graveling from the CR 19 intersection north.
 3. The grader crew put wings on the motor graders and have been plowing as needed. In December we spent 233 hours plowing non county roads and parking lots including the courthouse, the new courthouse, the airport, senior citizen driveways, Sunset Meadows, the library, the Hamilton post office and the safety center. We also trade some plow routes with Routt County and Carbon County to avoid travel time. We plow the west 22 miles of state highway 318 in Browns Park, 317 towards the airport and 394 out of Hamilton. We get reimbursed from the state for this.
 4. The bridge / mag crew has been plowing and sanding as needed. We have a small sander ordered that will fit in the back of a pickup plow truck to sand aprons and parking lots. The bridge crew and the grader crew replaced a culvert on cr 11. December isn't the ideal time of year to replace a culvert but we had to wait for traffic to ease up since we had to close the road to do the work.
 5. The construction crew has been subbing in on plow routes as needed and they have also been filling in at the crusher.
 6. Landfill – Things are going smoothly at the landfill. We are getting a little demo from the old hospital. We will get more once the asbestos is mitigated.
 7. The office staff has been training on the new computer system. The transition is going smoothly.
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