

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

Special Board Meeting Agenda

Minutes will be recorded for these formal meetings

Monday, January 31, 2022

9:00 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Office of Development Services – Roy Tipton

- o Revised sixth amendment to Operating Agreement for the Moffat County Public Safety Center - including Electric Vehicle Charging Station

Adjournment

The next scheduled BOCC meeting will be Tuesday, February 8, 2022 - 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(s):

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



11:12 AM1/28/2022

**REVISED SIXTH AMENDMENT TO
OPERATING AGREEMENT
MOFFAT COUNTY PUBLIC SAFETY CENTER**

This Revised Sixth Amendment to the Operating Agreement is made between the following parties:

MOFFAT COUNTY, a body politic
221 West Victory Way
Craig, CO 81625

—and—

The State of Colorado
Department of Public Safety
Colorado State Patrol
700 Kipling Street
Denver, CO 80215

(hereinafter referred to as “MOFFAT COUNTY”)

(hereinafter referred to as “CSP”)

upon the following terms and conditions.

RECITALS

- A. The parties hereto are signatories to an Operating Agreement with an effective date of August 1, 2001.
- B. The Original Operating Agreement and the First Amendment to Operating Agreement including Exhibit “B” identified space exclusively dedicated to the Colorado State Patrol and “common use space” shared by the “Space Users” of the Moffat County Public Safety Center (hereinafter referred to as “PSC”).
- C. The parties hereto ratify and confirm the original Operating Agreement is still of record and recognized in consideration of the mutual covenants and promises of the parties.
- D. The parties recognize that the CSP currently owns a total of 9,125 square feet in the PSC broken down as follows: 2,640 sq. ft. Communication Dispatch Center; 2,235 sq. ft. CSP Troop 4B office; and 1,250 sq. ft. CSP vehicle garage; 1/3 share of 9,000 sq. ft. in common space making the CSP share of the common space 3,000 sq. ft.
- E. The parties have authority to enter into this Revised Sixth Amendment to the Operating Agreement (hereinafter referred to as “Agreement”). Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment(s) pursuant to this Agreement. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

NOW THEREFORE, in consideration of the mutual covenants and agreements, it is agreed as follows:

- 1. Utilities, Maintenance, Janitorial, Etc. The CSP shall pay \$5.22 per square foot for its fair share of the utilities, routine maintenance, and operating supplies as contemplated by Paragraph 6 of the original Operating Agreement. The total “fair share” costs due from the CSP shall be \$47,610.63 per year.
- 2. Capital Renewal/Controlled Maintenance. CSP agrees that at any time improvements or major repairs (“Controlled Maintenance”) to the PSC are warranted, which improvements or major repairs may qualify for State Controlled Maintenance Funds (“CMF”), the CSP will apply for such funds. Moffat County understands and agrees that any such funding is at the exclusive discretion of the Colorado State Legislature and CSP can only request such funds without

- guarantee of obtaining the same. CSP shall be responsible to pay its pro rata share of any such improvements or major repairs, provided the same are previously approved by a person designated by CSP. CSP shall not unreasonably withhold such approval or requests.
3. Exclusive Space. CSP shall pay for any and all non-structural cosmetic changes to the CSP's exclusive space, including but not limited to painting and flooring. The CSP shall have exclusive authority to make any and all such changes provided that such changes do not affect or endanger the structural integrity of the PSC nor otherwise negatively impact the use of the PSC by other Space Users. The cost of such changes shall be made through the Maintenance and Repair Fund as set forth in Paragraph 4 below.
 4. Maintenance and Repair Fund. In anticipation that funds will be needed to pay for improvements, major repairs, or non-structural cosmetic changes as set forth in Paragraphs 2 and 3 above, the CSP shall pay \$2.73 per square foot each year to Moffat County which moneys shall be held by Moffat County until such time as such improvements, major repairs, or non-structural cosmetic changes are performed. Moffat County or CSP shall notify the other party at least thirty (30) days in advance of any improvement or major repairs to be done which either party believes should be paid from this fund. In the event that the total of cost of improvements, major repairs, or non-structural cosmetic changes exceeds the amount in the fund, CSP shall have the option to add additional funds during the fiscal year to make up the difference or use funds from the next fiscal year to cover the total costs. All additional funds or fund balance would be used to reimburse Moffat County until the total cost of said work is reimbursed. Moffat County or CSP shall not unreasonably withhold such approval or requests for expenditures against the fund. Fiscal year-end review of the fund is required.
 5. Payment. The total payment by CSP for building use, including its fair share of utilities, routine maintenance and operating supplies as set forth in Paragraph 1 above and the maintenance and repair fund as set forth in Paragraph 4 above shall be \$7.95 per square foot for a total of \$72,559.49 per year for two (2) consecutive years beginning on 1/1/2022. The total annual payment shall be due in January of each year.
 6. Telephone and Telecommunication. The CSP is responsible to pay its own cost for telephone service and any telecommunication charges incurred by its use of the PSC and shall be responsible for all equipment related thereto.
 7. Other. CSP is responsible for the cost of any repairs to the PSC necessitated by the acts or omissions of its agents, invitees, contractors or employees. Moffat County is responsible for the cost of any repairs to the CSP Exclusive Space within the PSC necessitated by the acts or omissions of its agents, invitees, contractors or employees.
 8. Renewal. A review of the operating costs will be done by Moffat County every two (2) years and adjustments to the square footage rate resulting from that review shall be submitted to the CSP by June 30. Adjustments to the rate set forth in Paragraph 1 above shall be made by letter of agreement. Any such rate adjustment shall be approved and signed by both parties prior to implementation.
 9. Electric Vehicle Charging Station. The parties agree it is appropriate and in the best interests of Moffat County and CSP for the Operating Agreement to be amended to authorize CSP to install a new Electric Vehicle Charging Station (hereinafter referred to as "Charging Station") at the Public Safety Center located at 800 West 1st Street, Craig, CO 81625. Moffat County grants permission for CSP to install the Charging Station at the South East Parking Lot of the PSC. The Charging Station location is as attached hereto and incorporated by reference herein as "Exhibit

A”. Moffat County’s sole responsibility for the Charging Station is to provide space for the Charging Station at the South East Parking Lot. Moffat County is not requesting any additional payment for the real estate where the Charging Station and space for the Charging Station will be located. CSP agrees to pay for all costs and liabilities associated with the construction, installation, maintenance, and utility costs of the Charging Station, including payment for the installation of a dedicated electric meter for the Charging Station. CSP shall be permitted to install signage to specify what vehicles can use the Charging Station. The Charging Station will become affixed to the land at the PSC, such that the equipment and associated power lines are permanent fixtures which need not be removed upon sale or disposal of the real property at the PSC, unless the parties agree otherwise. If the Charging Station is kept in place after such sale or disposal, the ownership of the electric meter will need to be reassigned or transferred. Any removal of the Charging Station should include removal or abandonment of the dedicated electric meter and underground electric lines to said Charging Station.

10. Compliance with Laws. CSP shall comply with all applicable laws and regulations and shall secure any and all necessary governmental authorizations and permits in installing the Charging Station.
11. Order of Precedence. The provisions of the Operating Agreement shall govern the relationship of the CSP and Moffat County. In the event of conflicts or inconsistencies between said Agreement and the Revised Sixth Amendment to the Operating Agreement, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
 - i. The provisions of the Revised Sixth Amendment to the Operating Agreement,
 - ii. The provisions of the Fifth Amendment to the Operating Agreement,
 - iii. The provisions of the Fourth Amendment to the Operating Agreement,
 - iv. The provisions of the Third Amendment to the Operating Agreement,
 - v. The provisions of the Second Amendment to the Operating Agreement,
 - vi. The provisions of the First Amendment to the Operating Agreement,
 - vii. The provisions of the main body of the Operating Agreement.
12. Except as modified by the provisions of this Revised Sixth Amendment to the Operating Agreement, all other terms and conditions in the Operating Agreement, are hereby ratified and confirmed and remain in full force and effect.
13. The effective date of this Revised Sixth Amendment to the Operating Agreement is _____, 2022, or the date signed by the State Controller or his or her designee, whichever is later. In accordance with the requirements of 24-30-202 (1), C.R.S., as amended, this Revised Sixth Amendment to the Operating Agreement shall not be deemed valid until it has been approved by the State Controller, or such assistant as he or she may designate.

(SIGNATURE PAGE TO FOLLOW.)

IN WITNESS WHEREOF, the parties hereto have executed this Revised 6th Amendment to Operating Agreement on the day and year herein written.

MOFFAT COUNTY, Colorado, a body politic,
By its Board of County Commissioners

STATE OF COLORADO
Jared S. Polis, Governor
The Department of Public Safety, **for the use and benefit of the Colorado State Patrol**

By: _____
Donald Broom, Chairperson

By: _____
Executive Director

Date: _____

Date: _____

ATTEST:

ATTEST:

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

C.R.S. § 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good(s) and/or services provided.

STATE OF COLORADO
Jared S. Polis, Governor
STATE CONTROLLER'S OFFICE
State Controller (or authorized Delegate)

By: _____

Date: _____

Exhibit A

Charging Station Location at the South East Parking Lot

