

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS  
1198 W Victory Way, Suite 104 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, July 11, 2023**

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

**Consent Agenda -**

Review & Sign the following documents:

**Minutes:**

- a) June 27 (pgs 3-6); June 20 (pg 7), 21 (pg 8) & 27 (pg 9) – Special Meeting(s)

**Resolutions:**

- b) 2023-71: Payroll (pg 10)
- c) 2023-73: Voided Warrants (pg 11)
- d) 2023-74: Payment of Warrants (pg 12)

**Contracts & Reports:**

- e) USDA Agreement re: Nuisance Animals (pgs 13-21)
- f) Overton Tire Recycling contract (pgs 22-27)
- g) Treasurer's Report (pg 28)
- h) Colorado Department of Public Health & Environment Quarterly Discharge Monitoring Report (pg 29)
- i) Clerk & Recorder's Office Recording System Maintenance & Support Grant Application (pgs 30-34)
- j) Rural Consortium Workforce Development Board Memo of Understanding w/Department of Human Services (pgs 35-48)
- k) Cooperative Agreement between Department of Human Services and Law Enforcement Agencies (pgs 49-55)
- l) Cooperative Agreement between Department of Human Services and CO State Patrol (56-59)
- m) Department of Human Services Core Services Program/Mental Health Services contracts:
  - Healthy Minds (pgs 60-63)
  - Yampa Valley Psychotherapists (pgs 64-67)
- n) Contract Amendment to Exclusive Professional Support contract w/J. Willems (pg 68)

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



11:53 AM 7/10/2023

## Public Comment/General Discussion

Board of County Commissioners – Appoint Housing Authority Board open seat (pg 69)

## Public Hearing:

8:45 am

- 1) Planning & Zoning – Candace Miller
  - Caldwell-Sage Road/Alley Vacation – RV-23-01 (Resolution 2023-72) (pgs 70-73)
  
- 2) County Clerk – Stacy Morgan
  - Special Event Permit(s):
    - Angel Nicolas (pgs 74-77)
    - Balloon Fest (pgs 78-81)

## Adjournment

The next scheduled BOCC meeting will be Tuesday, July 25, 2023 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/KCqRctidYU0?feature=share>

OR

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

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

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



11:53 AM 7/10/2023

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

June 27, 2023

**In attendance:** Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Roy Tipton; Jeff Comstock; Tom Kleinschnitz; Rebecca Tyree; Jim Howell; Dan Miller; Dan Haskins; Randy Looper; Rachel Bower; Kristin Grajeda

**Call to Order  
Pledge of Allegiance**

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

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

**Consent Agenda –**

Review & Sign the following documents: (see attached)

**Minutes:**

- a) June 13; June 20 – Special Meeting

**Resolutions:**

- b) 2023-66: Payroll
- c) 2023-67: Bonus Payroll
- d) 2023-68: Payment of Warrants
- e) 2023-69: P-Cards

**Contracts & Reports:**

- f) Yampa Valley Bar & Grill/Change of Officers on the Yampa Valley Golf Course Board of Directors
- g) Department of Public Health Colorado Department of Public Health & Environment Memo of Understanding for No-Cost Rapid Testing
- h) Road Use agreement w/TransWest Express
- i) Airport Hanger lease
- j) Maybell Park Power Upgrades contract
- k) Yampa Valley Regional Airport Commission seat nomination letter
- l) Department of Human Services Core Services Program – Mental Health Services contract(s):
  - Karla Persichitte, LPC
  - Katherine Gibbs
  - Connections4kids
  - Prather Productions
  - Mountain Soul Resources, Inc
  - Psyche, Soma, & Soul Therapy, LLC
- m) BLM Conservation Leasing comment letter

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

There was further discussion about item K. Commissioner Bohrer explained the nomination process for the Yampa Valley Regional Airport Board.

Commissioner Villard explained Moffat County's comments on item M regarding BLM Conservation Leasing.

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

### Public Comment/General Discussion:

Dan Haskins questioned the information contained on the Planning & Zoning Commission website. He also wondered why there is no information on the website (as a whole) regarding workshops.

Villard responded that the Planning & Zoning Commission page would be looked at and that information regarding commissioner workshops was contained on the Commissioner Meeting page of the County website.

### Staff Reports:

#### Office of Emergency Management – Todd Wheeler

- Order Terminating Local Disaster Emergency (see attached)

Wheeler stated that the Local Disaster Emergency had reached a point of termination. Cost documentation and reports are still being submitted to the state. He said that the state government is still looking at possibly issuing a Disaster Declaration to some, if not all counties across the state due to the bad weather conditions this year.

Broom moved to Terminate the Local Disaster Emergency plan. Villard seconded the motion. Motion carried 3-0.

- EMS Licensing Certificates (see attached)

It is a yearly requirement that all county-based ambulances must be licensed. Licensing certificates are being issued to: Memorial Regional Health, Maybell, EMS Reserve, and EMS Unlimited. Last year, a total of 1,135 patients were transported and 200 hours of community service were provided for events. The lack of EMT's is impacting the number of patients that could be served. Classes are being organized to help overcome that.

Villard moved to approve the EMS Licensing Certificates for Memorial Regional Health, Maybell, EMS Reserve, and EMS Unlimited. Broom seconded the motion. Motion carried 3-0. Villard thanked Wheeler for all the services provided by the EMS providers in our community.

#### Road & Bridge Department – Dan Miller

- Monthly Report

- Crusher – We have had the crusher shut down since last fall. The crew has been filling vacancies on the mag crew and the construction crew. Both crews had employees resign and it's taking a while to find suitable replacements. We hope to start crushing after the 4th of July.
- The truck crew has been hauling to various roads the needed gravel before the mag crew could apply product.

- The Mag crew finished applying approximately 565,000 gallons of mag to 160 miles of county roads. Our water trucks hauled 2,176,500 gallons of water for the mag crew in the month of May alone.
- The motor grader crew supported a second mag crew with water trucks and graders. We also got most of the non-mag roads bladed. We are also one person short on the grader crew.
- The construction crew has been repairing flood damage resulting from the high run off this year. We are currently working on the culvert on CR 178. We still need to replace and repair culverts on CR 30 and CR 103
- The landfill is shorthanded because one of the employees had surgery but the remaining three employees are taking up most of the slack while he recovers. We have had to fill in 4 days with various Road and Bridge employees. We are going to build 2 more cells at the landfill this fall. We put the geo liner out to bid and are waiting specification approval on the liner from the engineers.

Miller stated that there are a couple of budget issues that will need to be addressed this fall. With the high snowfall we had last winter, the Road & Bridge Department is over budget on overtime for both the road maintenance crew and the shop.

They are also at 68% of the annual budget for repair parts. This can be attributed to cost increases for parts more than frequency of break downs. They do their best to refurbish parts or buy used items rather than buy new parts but supplies are limited.

Utility costs are projected at 337% of budget. Some of that is due to the harsh winter, but the majority is due to the sharp rise in utility costs across the board.

**Department of Human Services – Kristin Grajeda &  
Human Resources Department – Rachel Bower**

- **Resolution 2023-70: Department of Human Services & Youth Services on-call pay scale**  
(see attached)

Department of Human Services is requesting a change in the on-call (daily) pay scale for their and Youth Services employees. This scale has not changed since 2018 and is an 80/20 cost split with the state.

Villard move to approve **Resolution 2023-70: Department of Human Services & Youth Services on-call pay scale change**. Broom seconded the motion. Motion carried 3-0.

- Department of Human Services personnel grade change (see attached)

Grajeda requested that the Lead Case Worker position be changed to a grade 10, rather than a grade 9, which is the same level as a Case Worker 3. Any lead position is going to have more duties and responsibilities. Bower commented that the Lead Case Worker position has been open since December and hopefully, with the grade change, it will help attract applicants to fill this position.

Villard moved to approve the personnel grade change for Lead Case Worker. Broom seconded the motion. Motion carried 3-0.

**Meeting adjourned at 8:53 am**

**The next scheduled BOCC meeting is Tuesday, July 11, 2023**

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved on: \_\_\_\_\_

Attest by: \_\_\_\_\_

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

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

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

June 20, 2023 – Special Meeting  
Executive Session

**In attendance:** Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Rachel Bower; Lennie Gillam; Rebecca Tyree

Commissioner Bohrer called the meeting to order at 1:30 pm

- Discuss Personnel Issue and possible Executive Session

Bohrer explained that the purpose of this meeting is to discuss personnel matters and gave the employee in question the option if they would like this to be a public meeting or an executive session. The employee chose an executive session.

Villard made a motion to enter into executive session pursuant to CRS 24-6-402 (4)(f) to discuss a personnel matter regarding the Moffat County Facilities Maintenance Department. Broom seconded the motion. Motion carried 3-0.

Those attending the executive session were Tony Bohrer; Melody Villard; Donald Broom; Rachel Bower; Lennie Gillam; Rebecca Tyree. No minutes or formal action were taken during the executive session. Executive Session convened at 2:49 pm.

Back in regular session, Villard moved, to give all parties time to consider what was discussed during the Executive Session, to reconvene on June 21, at 3 pm. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 2:53 pm

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

June 21, 2023 – Special Meeting  
Executive Session

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Rachel Bower; Lennie Gillam; Rebecca Tyree

Call to Order

Commissioner Bohrer called the meeting to order at 3:00 pm

- Discuss Personnel Issue and possible Executive Session

Bohrer explained that the purpose of this meeting is to discuss personnel matters and possibly go into executive session one last time before making a decision.

Broom made a motion to enter into executive session pursuant to CRS 24-6-402 (4)(f) to further discuss a personnel matter regarding the Moffat County Facilities Maintenance Department. Villard seconded the motion. Motion carried 3-0.

Those attending the executive session were Tony Bohrer; Melody Villard; Donald Broom; Rebecca Tyree. No minutes or formal action were taken during the executive session. Executive Session convened at 3:16 pm.

Back in regular session and after much discussion about the fairest way to resolve the situation, Broom moved to terminate or accept of a letter of resignation from the employee in question, effective today. Villard seconded the motion. Motion carried 3-0. The employee in question chose termination.

Meeting adjourned at 3:40 pm

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

June 27, 2023 – Special Meeting

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Rebecca Tyree

Call to Order

Commissioner Bohrer called the meeting to order at 2:30 pm

- County Attorney – Rebecca Tyree
  - Amendment to Rental Agreement for 214 Diplodocus Street (see attached)

The County employee that services the Dinosaur area for the Road & Bridge Department was terminated. Housing is provided as part of that contract, and normally, the employee would have 14 days to vacate the premises. Because of the hardship in finding a new residence in the current housing shortage in our area, the County has decided to extend the Rental Agreement for an additional 30 days from today. The former employee will have to vacate the premises on or before July 27, 2023.

Broom moved to approve the Amendment to the Rental Agreement for 214 Diplodocus Street. Villard seconded the motion. Motion carried 3-0.

Meeting adjourned at 2:33 am

The next scheduled BOCC meeting is Tuesday, July 11, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved on: \_\_\_\_\_

Attest by: \_\_\_\_\_

RESOLUTION 2023-71  
 PAYMENT OF PAYROLL WARRANTS  
 Payroll Ending 06/24/2023

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

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

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

**Pay Date 07/07/23 Payroll**

| FROM FUND:       |           |              |    |
|------------------|-----------|--------------|----|
| General          | 0010.7000 | \$263,980.10 | cr |
| Road & Bridge    | 0020.7000 | \$168,390.75 | cr |
| Landfill         | 0070.7000 | \$15,029.38  | cr |
| Airport          | 0120.7000 | \$676.26     | cr |
| Library          | 0130.7001 | \$10,864.47  | cr |
| Maybell WWTF     | 0280.7000 | \$0.00       | cr |
| Health & Welfare | 0080.7000 | \$0.00       | cr |
| Senior Citizens  | 0170.7000 | \$7,321.82   | cr |
| Mo Co Tourism    | 0320.7000 | \$3,183.89   | cr |
| PSC Jail         | 0072.7000 | \$63,529.79  | cr |
| Human Services   | 0030.7100 | \$72,631.82  | cr |
| Public Health    | 0065.7000 | \$13,253.29  | cr |
| SM I             | 0168.7000 | \$3,631.69   | cr |
| SM II            | 0169.7000 | \$4,261.66   | cr |
| TO FUND:         |           |              |    |
| Warrant          | 0100.1000 | \$626,754.92 | dr |

Adopted this 11th day of July, A.D. 2023

\_\_\_\_\_  
 Chairman

STATE OF COLORADO     )  
   )ss.  
 COUNTY OF MOFFAT     )

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

**RESOLUTION 2023-73  
VOIDED WARRANTS RESOLUTION  
FOR THE MONTH OF JULY**

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:

7/11/2023

**TO: WARRANT FUND 10-0000-2003 \$ 140,287.68 dr**

| VOID FUND        | WARRANT # |           | VENDOR NAME                                      |               |
|------------------|-----------|-----------|--|---------------|
| GENERAL          | 436282    | 6/13/2023 | Moffat County Finance<br>Wrong Vendor            | \$ 116.65     |
| JAIL             | 436282    | 6/13/2023 | Moffat County Finance<br>Wrong Vendor            | \$ 1,449.76   |
| HUMAN SERVICES   | 436282    | 6/13/2023 | Moffat County Finance<br>Wrong Vendor            | \$ 4,737.86   |
| SMLID            | 436282    | 6/13/2023 | Moffat County Finance<br>Wrong Vendor            | \$ 39.00      |
| MWWTF            | 436282    | 6/13/2023 | Moffat County Finance<br>Wrong Vendor            | \$ 26.00      |
| SUNSET MEADOWS I | 436282    | 6/13/2023 | Moffat County Finance<br>Wrong Vendor            | \$ 2,206.20   |
| SUNSET MEADOW II | 436282    | 6/13/2023 | Moffat County Finance<br>Wrong Vendor            | \$ 9,930.55   |
| GENERAL          | 435721    | 3/14/2023 | Craig Rural Fire Protection<br>Check Lost        | \$ 7,500.00   |
| GENERAL          | 436148    | 5/23/2023 | Flint Personnel<br>Check Lost                    | \$ 5,007.20   |
| HUMAN SERVICES   | 436148    | 5/23/2023 | Flint Personnel<br>Check Lost                    | \$ 8,673.27   |
| GENERAL          | 436051    | 5/9/2023  | Complete Ice Arena Service<br>Wrong Vendor       | \$ 100,600.00 |
| HEALTH & WELFARE | 2388      | 6/13/2023 | Century Link Communication<br>Credit not allowed | \$ 1.19       |

**FROM: WARRANT FUND 10-0000-1001 \$ 140,287.68 cr**

Adopted this 11th day of July, 2023

\_\_\_\_\_  
Chairman

STATE OF COLORADO            )  
  )ss.  
COUNTY OF MOFFAT            )

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

WITNESS my hand and seal this 11th day of July, A.D. 2023

RESOLUTION 2023-74  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF JULY 2023

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

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

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

| FROM FUND:                  | Check Date: | 7/11/2023             |    |           |
|-----------------------------|-------------|-----------------------|----|-----------|
| General                     | 110         | <u>\$219,495.96</u>   | CR | 0010.7000 |
| Road & Bridge               | 200         | <u>\$188,808.21</u>   | CR | 0020.7000 |
| Landfill                    | 240         | <u>\$1,500.72</u>     | CR | 0070.7000 |
| Airport                     | 260         | <u>\$5,932.74</u>     | CR | 0120.7000 |
| Emergency 911               | 270         | <u>\$190.64</u>       | CR | 0350.7000 |
| Capital Projects            | 510         | <u>\$273,807.90</u>   | CR | 0160.7000 |
| Conservation Trust          | 211         |                       | CR | 0060.7000 |
| Library                     | 212         | <u>\$879.02</u>       | CR | 0130.7001 |
| Maybell Sanitation          | 610         | <u>\$171.21</u>       | CR | 0280.7000 |
| Health & Welfare            | 720         | <u>\$199,014.77</u>   | CR | 0080.7000 |
| Senior Citizens             | 215         | <u>\$986.13</u>       | CR | 0170.7000 |
| Internal Service Fund       | 710         |                       | CR | 0325.7000 |
| Lease Purchase Fund         | 410         |                       | CR | 0175.7000 |
| NCT Telecom                 | 520         |                       | CR | 0166.7000 |
| Mo Co Tourism Assoc         | 219         | <u>\$3,005.52</u>     | CR | 0320.7000 |
| PSC - JAIL                  | 210         | <u>\$20,856.57</u>    | CR | 0072.7000 |
| Human Sevices               | 220         | <u>\$30,993.97</u>    | CR | 0030.7100 |
| Public Health               | 250         | <u>\$5,666.94</u>     | CR | 0065.7000 |
| Sunset Meadows I            | 910         | <u>\$7,378.15</u>     | CR | 0168.7000 |
| Sunset Meadows I Security   | 910         |                       | CR | 0167.7000 |
| Sunset Meadows II           | 920         | <u>\$14,694.74</u>    | CR | 0169.7000 |
| Sunset Meadows II Security  | 920         | <u>\$811.22</u>       | CR | 0171.7000 |
| Museum                      | 229         |                       | CR | 0310.7000 |
| ACET                        | 275         |                       | CR | 0040.7000 |
| Shadow Mountain LID         | 530         |                       | CR | 0110.7000 |
| MC Local Marketing District | 231         | <u>\$35,925.49</u>    | CR | 0050.7000 |
| To Fund                     |             |                       |    |           |
| Warrant                     |             | <u>\$1,010,119.90</u> | DR |           |

Adopted this 11th day of July, 2023

\_\_\_\_\_  
Chairman

**(7/2019 version)**

WS Agreement Number: \_\_\_\_\_

WBS (Account) Code: \_\_\_\_\_

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**Moffat County (COOPERATOR)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

**ARTICLE 2 – AUTHORITY**

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

#### **ARTICLE 4 - COOPERATOR RESPONSIBILITIES**

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement,

Name & Title: Tony Bohrer Chairman of the Board

Address: 1198 W Victory Way Craig CO 81625

Phone: 970-824-5517

Email: [tbohrer@moffatcounty.net](mailto:tbohrer@moffatcounty.net)

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermittees. *{as needed}*
9. The Cooperator will not be connected to the USDA APHIS computer network(s).

### ARTICLE 5 – APHIS-WS RESPONSIBILITIES

#### APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Martin S. Lowney, Colorado State Director

USDA / APHIS / Wildlife Services

13922 Denver West Parkway

Building 54, Suite 100-WS

Golden, CO 80401

303-328-9041

[martin.s.lowney@usda.gov](mailto:martin.s.lowney@usda.gov)

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator choose one: **quarterly** for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan.

Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

#### **ARTICLE 6 – CONTINGENCY STATEMENT**

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

#### **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

#### **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

#### **ARTICLE 9 – LAWS AND REGULATIONS**

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

#### **ARTICLE 10 – LIABILITY**

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

#### **ARTICLE 11 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex,



marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

**ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS**

This agreement shall become effective on 7/01/2023 and shall continue through 11/30/2023, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 84-6000785

APHIS-WS's Tax ID: 41-0696271

**Cooperator:**

\_\_\_\_\_  
Print Name & Title: Tony Bohrer Chair BOCC  
Address: 1198 W Victory Way Craig, CO 81625

\_\_\_\_\_  
Date

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

\_\_\_\_\_  
Martin S. Lowney, Colorado State Director  
USDA / APHIS / Wildlife Services  
13922 Denver West Parkway  
Building 54, Suite 100-WS  
Golden, CO 80401

\_\_\_\_\_  
Date

\_\_\_\_\_  
Keith P. Wehner, Western Regional Director  
USDA / APHIS / Wildlife Services  
2150 Centre Avenue  
Building B, Mailstop 3W9  
Fort Collins, CO 80526

\_\_\_\_\_  
Date

## WORK PLAN

---

|  |                                |
|--|--------------------------------|
| <b>Cooperator:</b>                           | <b>Moffat County</b>           |
| <b>Contact:</b>                              | <b>Tony Bohrer</b>             |
| <b>Cooperative Service Agreement Number:</b> |                                |
| <b>WBS Element:</b>                          |                                |
| <b>FMMI Shorthand Code:</b>                  |                                |
| <b>Location:</b>                             | <b>Craig, CO Moffat County</b> |
| <b>Dates:</b>                                | <b>7/01/2023-11/30/2023</b>    |

---

In accordance with the Cooperative Service Agreement between Moffat County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

### **Program Objective**

Removal of nuisance animals from Moffat County properties and right of ways.

### **Plan of Action**

Removing problem animals by trapping and or other lethal means including artificial lighting, thermal equipment and firearms.

## FINANCIAL PLAN

| Cost Element  |        | Full Cost  |
|---|--------|------------|
| Personnel Compensation  |        | \$2,118.49 |
| Travel  |        |            |
| Vehicles  |        | \$1,230.68 |
| Services  |        | \$124.02   |
| Supplies and Materials  |        | \$75.00    |
| Equipment   |        | \$350.00   |
|   |        |            |
| Subtotal (Direct Charges)   |        | \$3,898.19 |
|   |        |            |
| Pooled Job Costs  | 11.00% | \$428.80   |
| Indirect Costs  | 16.15% | \$629.56   |
| Aviation Flat Rate Collection   |        |            |
|   |        |            |
| Agreement Total   |        |            |
| <p>The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$4,956.55<br/> <i>[other description information to be added as desired]</i></p> |        |            |

**Financial Point of Contact/Billing Address [as appropriate]:**

Cooperator Name, Address, Phone Number, Email

Tony Bohrer, Chair BOCC  
 1198 W victory Way  
 Craig, CO 81625  
 970-824-5517  
 tborher@moffatcounty.net

APHIS-WS State Office Name, Address, Phone Number, Email

April Nelson, Budget Analyst  
 13922 Denver West Parkway  
 Building 54, Suite 100-WS  
 Golden, CO 80401  
 303-328-9052  
[april.nelson@usda.gov](mailto:april.nelson@usda.gov)

Leslie Garrison, Budget Technician  
 13922 Denver West Parkway  
 Building 54, Suite 100-WS  
 Golden, CO 80401  
 303-328-9045  
[leslie.garrison@usda.gov](mailto:leslie.garrison@usda.gov)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB Approved  
0579-0335  
EXP: 09/2022

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

**WORK INITIATION DOCUMENT FOR  
WILDLIFE DAMAGE MANAGEMENT**

|   |  |        |             |   |   |   |                                    |    |
|---|--|--------|-------------|---|---|---|------------------------------------|----|
| <b>SECTION 1</b>  | 1. WORK INITIATION DOCUMENT NUMBER   |        |             |   | 2. STATUS<br><input checked="" type="checkbox"/> NEW <input type="checkbox"/> RENEWAL |   |                                    |    |
|   | 3A. TYPE OF WORK INITIATION DOCUMENT (mark all that apply)   |        |             |   |   |   | 3B. ASSIGN TO THESE SPECIAL GROUPS |    |
| <input type="checkbox"/> PRIVATE PROPERTY <input type="checkbox"/> NON-PRIVATE PROPERTY <input type="checkbox"/> TEMPORARY/CIVIL<br><input type="checkbox"/> ADJACENT LANDOWNER <input checked="" type="checkbox"/> AMENDMENT TO AN EXISTING WORK INITIATION DOCUMENT |  |        |             |   |   | (1)   |                                    |    |
|   |  |        |             |   |   | (2)   |                                    |    |
|   |  |        |             |   |   | (3)   |                                    |    |
|   |  |        |             |   |   | (4)   |                                    |    |
| <b>SECTION 2</b>  | 4. COOPERATOR NAME (last, first, MI)<br>Moffat County Govt.  |        |             |   |   |   |                                    |    |
|   | 5. COOPERATOR MAILING ADDRESS<br>1198 W Victory Way Craig CO 81625   |        |             |   |   |   |                                    |    |
|   | 6. COMMON NAME<br>Moffat County  |        |             |   | 7. COOPERATOR TELEPHONE NUMBER<br>(970) 824-5517                                      |   |                                    |    |
|   | 8. OWNER OR REPRESENTATIVE NAME (if different from Cooperator)   |        |             |   | 9. OWNER OR REPRESENTATIVE TELEPHONE NUMBER   |   |                                    |    |
|   | 10. OWNER OR REPRESENTATIVE ADDRESS (if different from Cooperator)   |        |             |   |   |   |                                    |    |
| <b>SECTION 3</b>  | 11. PROPERTY / LAND CLASS INFORMATION  |        |             |   | 12. ADJOINING PROPERTY WID NO.'s  |   | 13. TARGETED SPECIES               |    |
|   |  | COUNTY | PROPERTY    | LAND CLASS  | ACRES   |   |                                    |    |
|   | A.   | Moffat | All         | Public  | 1000+   | A.  | Beaver                             | F. |
|   | B.   |        |             |   |   | B.  | Muskrat                            | G. |
|   | C.   |        |             |   |   | C.  | Crows                              | H. |
|   | D.   |        |             |   |   | D.  | Raccoon                            | I. |
| E.  |  |        |             |   | E.  | Skunk   | J.                                 |    |
|   | STATE  | CO     | TOTAL ACRES |   | 1000+   | <input type="checkbox"/> 14. There are additional targeted species<br>(complete and attach WS Form 12 Addendum) |                                    |    |
| <b>SECTION 4</b>  | 15. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Item 13 (and Item 14 if applicable), I, the undersigned Cooperator or Cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices (COMPONENTS):   |        |             |   |   |   |                                    |    |
|   | A. Live trap   |        |             | B. Artificial light   |   |   | C.                                 |    |
|   | D. Firearms  |        |             | E. Thermal imaging  |   |   | F.                                 |    |
| <input type="checkbox"/> 16. There are additional components (complete and attach WS Form 12 Addendum)  |  |        |             |   |   |   |                                    |    |
| <b>SECTION 5</b>  | 17. I, the Cooperator or Cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS (to include its officers, employees, and agents) will exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 13 (and Item 14, if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS WS will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS WS will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS WS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data. As a Lessee, the Cooperator agrees that the lease is current and will remain so while APHIS WS conducts operational activities on the property, and will notify WS if the lease expires or is canceled. The Lessee agrees to notify the landowner about any methods or devices (components) in use by APHIS WS on the property. |        |             |   |   |   |                                    |    |
| <b>SECTION 6</b>  | 18. In consideration of these understandings and of the benefits to be derived, I, the Cooperator or Cooperator's representative, agree to take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 13 (and Item 14, if applicable), unless such use of said toxicant is agreed to by APHIS in writing.  |        |             |   |   |   |                                    |    |
| 19. SPECIAL CONSIDERATIONS  |  |        |             |   |   |   |                                    |    |
| 20A. LANDOWNER, LESSEE, OR ADMINISTRATOR NAME AND TITLE   |  |        |             | 20B. SIGNATURE  |   | 20C. DATE   |                                    |    |
| 21A. APHIS REPRESENTATIVE NAME<br>Bruce White   |  |        |             | 21B. SIGNATURE<br>BRUCE WHITE<br><small>Digitally signed by BRUCE WHITE<br/>Date: 2023.06.16 12:27:17 -06'00'</small> |   | 21C. DATE<br>06/16/2023   |                                    |    |
| 21D. APHIS REPRESENTATIVE TELEPHONE NUMBER<br>(970) 210-3742  |  |        |             | 21E. STATE OFFICE ADDRESS   |   |   |                                    |    |

## CONTRACT AGREEMENT

This CONTRACT OF SERVICES AGREEMENT ("Agreement"), made this 15<sup>th</sup> day of June, 2023, by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and Overton Recycling a ("Contractor"), whose address is P.O. Box 92, 73550 Hwy 64, Meeker, CO 81614.

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

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

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

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

**1. Scope of Services.** The Contractor shall perform in a satisfactory and proper manner, as determined by the BOCC, the services identified in the "Scope of Services", attached to and incorporated in this Agreement by reference as "Exhibit A".

**2. Time of Performance.** Services of the Contractor shall commence on the 15<sup>th</sup> day of June, 2023, and shall be completed by December 31, 2023, no matter the date of execution of this Agreement. This Agreement will terminate on the date set forth above unless renewed in writing at least thirty (30) days prior to the date of completion.

**3. Compensation/Appropriation.** The amount to be expended pursuant to this Agreement shall not exceed FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00). The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount. Such amount may be altered by mutual written consent of parties.

**4. 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.

**5. Method of Payment.** The BOCC shall compensate the Contractor at the rate of \$225.00 (Two Hundred Twenty-Five Dollars) per ton of whole tires, with a minimum of \$900.00 (Nine Hundred Dollars) per bin/trip. Each billing or request for payment shall specify the total payment due the contractor for the specific work that is the subject of the request for payment. The total of all billings or requests for payment during the term of this Agreement shall not exceed the amount stated in paragraph 3 above.

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

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

8. **Independent Contractor.**

- a. The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in **Exhibit A**. Such personnel shall not be employees of nor have any contractual relationship with the BOCC.
- b. Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.
- c. None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

9. **No Assignment.** The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

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

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

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

**12. Insurance.** At all times during the term of this Agreement, Contractor 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;

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;

Comprehensive General Liability, including broad form property damage: \$1,000,000.00 per person and \$600,000.00 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, and in addition \$1,000,000 aggregate.

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

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. The BOCC shall be named as an additional insured on Contractor's Comprehensive General Liability Policy. Additionally, if Contractor's insurer determines that the BOCC has an insurable interest as a result of the contractual relationship created herein, the BOCC shall also be named as an additional insured on the Comprehensive Automobile Liability Policy for liability purposes only. Proof of Workers' Compensation & Employer's Liability and Unemployment Insurance is required. Certificate(s) of insurance and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the Contractor, are delivered to the BOCC's Representative, identified below, for execution by the BOCC.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the BOCC.

**13. Document Ownership - Works Made for Hire.** All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections. The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.



**14. Termination for Cause.** If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Contractor, the BOCC may withhold payments due under Paragraph 5, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Contractor is determined.

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

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

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

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

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

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

BOCC's Representative:

Dan Miller, Director  
Moffat County Road Department  
P. O. Box 667, Craig, CO 81626

Contractor:

Lee Overton  
Overton Recycling  
P.O. Box 92, Meeker, CO 81641

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS  
MOFFAT COUNTY, COLORADO

By: \_\_\_\_\_  
Tony Bohrer, Chair

ATTEST:

\_\_\_\_\_  
Clerk to the Board

ATTEST:

CONTRACTOR:

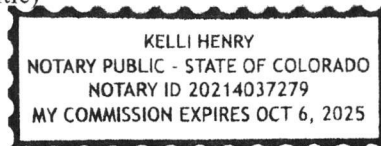
Overton Recycling Inc  
(Type or Print Name)

By: Tricia Rupp  
Signature

General Manager  
(Title)

\_\_\_\_\_  
Secretary

STATE OF Colorado )  
  ) ss.  
COUNTY OF Rio Blanco )



The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, 2023 by Tricia Rupp (name), as General Manager (insert title) of Overton Recycling (company name), a Corporation (insert corporation, limited liability company, partnership, etc.)

My Commission Expires: 10/6/2025

Kelli E Henry

## "EXHIBIT A"

### **PROJECT LOCATION:**

The Moffat County Municipal Solid Waste Landfill is located approximately 2.5 miles south of Craig, Colorado off Moffat County Road 107.

### **SCOPE OF WORK:**

The Scope of Work may include, but is not limited to, the following:

- Hauling of approximately 75 tons of tires from the Moffat County Municipal Solid Waste Landfill to Overton Recycling where they will be shredded then returned to the Moffat County Landfill.
- Overton Recycling will place a 30 cubic yard roll-off container at the landfill.
- Moffat County will load the tires into the roll-off.
- When the roll-off is full Overton Recycling will haul the roll-off to their facility, shred the tires and return the shreds to the Moffat County Landfill.
- Overton Recycling will replace the full roll-off with an empty roll-off so that the landfill will have room for incoming tires at all times.
- The scales at the Moffat County Landfill will be used to determine the actual weight of the waste tires removed from the Landfill facility. Trucks and trailers will be weighed empty and again when full to determine the net weight for invoicing and payment purposes.
- Billing will be based on whole tire weight.
- Overton Recycling must furnish a copy of certification from State of Colorado Department of Health and Public Environment for the hauling of waste tires.
- Overton Recycling shall furnish Uniform Waste Tire Manifests (Form WT-2) to Moffat County as per state regulations.

MONTHLY REPORT OF MOFFAT COUNTY TREASURER  
JUNE 01, 2023 THRU JUNE 30, 2023

| 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                       | 28,266,602.73     | 2,090,503.19           | 1,088,755.78              |                           |                    |                |                  |                 |                |               |
| ROAD & BRIDGE FUND                 | 11,048,021.83     |                        | 1,048,116.74              | 2.08                      |                    | 1,917.14       |                  | -121,546.79     | -1,601,736.71  | 29,724,497.42 |
| DEPARTMENT OF HUMAN SERVICES       | 1,477,469.69      | 120,248.76             | 133,546.66                | .12                       | 111,299.71         |                |                  | -3,207.67       | -862,285.56    | 11,341,945.05 |
| ACET                               | 268,172.95        |                        | 625.32                    |                           |                    | 108.49         |                  |                 | -169,301.07    | 1,562,072.65  |
| MOFFAT COUNTY LOC MRKT DIST        | 809,828.80        |                        | 8,615.36                  |                           |                    |                |                  |                 | -1,063.96      | 267,734.31    |
| CONSERVATION TRUST FUND            | 191,186.55        |                        | 13,586.33                 |                           |                    |                |                  |                 | -1,518.00      | 816,926.16    |
| MOFFAT COUNTY PUBLIC HEALTH        | 822,200.53        | 41,872.34              | 43,725.29                 | .04                       |                    |                |                  | -135.86         | -75,949.67     | 204,637.02    |
| LANDFILL                           | 1,574,583.85      |                        | 94,767.46                 |                           |                    |                |                  |                 | -52,599.97     | 831,848.53    |
| POST CLOSURE - LANDFILL            | 218,000.00        |                        |                           |                           |                    |                |                  |                 |                | 1,615,862.23  |
| PSC - JAIL FUND                    | 766,503.68        |                        | 118,816.59                |                           |                    | 683,883.50     |                  |                 |                | 218,000.00    |
| COUNTY HEALTH & WELFARE            | 3,620,643.30      |                        | 329,353.82                |                           |                    |                |                  |                 | -189,373.25    | 1,379,830.52  |
| MEMORIAL REGIONAL HEALTH           | 194,302.29        | 322,094.88             |                           | .32                       |                    | 290.44         |                  |                 | -383,836.41    | 3,566,160.71  |
| WARRANT FUND - COUNTY              | 120,704.63        |                        |                           |                           |                    |                |                  |                 |                | 322,385.64    |
| SHADOW MTN LOCAL IMPROVE DIST      | 192,464.86        |                        | 547.32                    |                           |                    | 3,001,831.14   |                  |                 | -194,302.29    | 626,158.45    |
| AIRPORT FUND                       | 246,723.41        |                        | 48,625.97                 |                           |                    |                |                  |                 | -2,496,377.32  | 192,934.18    |
| PUBLIC LIBRARY                     | 491,641.03        |                        | 8,708.49                  |                           |                    |                |                  |                 | -78.00         | 192,934.18    |
| COLO NORTHWEST COMM COLLEGE        | 200,706.35        | 322,203.17             |                           | .32                       | 13,916.24          |                |                  |                 | -52,347.24     | 242,526.72    |
| M C SCHOOLS RE#1 - GENERAL         | 1,931,834.65      | 2,993,658.56           | 2,518.20                  | 2.85                      | 159,028.14         |                |                  |                 | -87.09         | 472,250.08    |
| CAPITAL PROJECTS FUND              | 6,196,592.77      |                        | 23,048.61                 |                           |                    | 291.02         |                  |                 | -200,706.35    | 333,188.72    |
| PUBLIC SAFETY CENTER - CAP PROJ    | 540.71            |                        | 1.06                      |                           |                    | 3,084.09       |                  |                 | -7,495.20      | 3,150,796.64  |
| NC TELECOM ESCROW ACCOUNT          | 255,259.23        |                        | 949.45                    |                           |                    |                |                  |                 |                | 6,064,938.28  |
| SUNSET #1 SECURITY DEPOSIT         | 16,058.59         |                        | 2,286.00                  |                           |                    |                |                  |                 | -154,703.10    | 541.77        |
| SUNSET MEADOWS #1                  | 711,326.09        |                        | 40,849.82                 |                           |                    |                |                  |                 |                | 256,208.68    |
| SUNSET MEADOWS #2                  | 234,794.56        |                        | 37,796.18                 |                           |                    | 1,854.00       |                  |                 | -274.95        | 18,069.64     |
| SENIOR CITIZENS CENTER - 15        | 193,421.21        |                        | 9,533.82                  |                           |                    |                |                  |                 | -24,150.75     | 729,879.16    |
| SUNSET #2 SECURITY DEPOSIT         | 17,002.20         |                        | 345.00                    |                           |                    |                |                  |                 | -39,624.51     | 232,966.23    |
| COURTHOUSE LEASE PURCHASE FUND     | 1.00              |                        |                           |                           |                    |                |                  |                 | -19,686.18     | 183,268.85    |
| SCHOOLS RE#1 - BOND                | 415,222.56        | 688,317.08             |                           | .67                       |                    |                |                  |                 |                | 17,347.20     |
| CITY OF CRAIG                      | 130,290.12        | 279,485.41             |                           |                           |                    |                |                  |                 |                | 1.00          |
| TOWN OF DINOSAUR                   | 5,785.55          | 1,526.68               |                           |                           |                    |                |                  |                 |                | 688,317.75    |
| CAPITAL FUND - CITY OF CRAIG       | 15,331.86         | 32,888.37              |                           |                           | 14,583.28          |                |                  |                 | -415,222.56    | 288,485.71    |
| ARTESIA FIRE PROTECTION DISTRICT   | 11,601.35         | 2,233.46               |                           |                           | 296.11             |                |                  |                 | -5,582.98      | 1,792.26      |
| CRAIG RURAL FIRE PROTECTION DIST   | 181,498.93        | 283,896.58             |                           |                           | 1,716.08           |                |                  |                 | -30.53         | 1,792.26      |
| MAYBELL IRRIGATION                 | 1,167.54          | 4,600.20               |                           |                           | 364.31             |                |                  |                 | -656.97        | 33,947.48     |
| MAYBELL SANITATION                 | 144,157.61        |                        | 2,816.21                  |                           | 10,837.50          |                |                  |                 | -111.54        | 2,486.23      |
| COLO. RIVER WATER CONSERVATION     | 30,336.42         | 53,789.65              |                           | .05                       | 2,323.24           | 48.79          |                  |                 | -181,498.93    | 280,545.44    |
| YELLOW JACKET CONSERVANCY DIST.    | 218.37            | 2,819.67               |                           |                           | 225.88             |                |                  |                 | -14,188.64     | 5,993.62      |
| MUSEUM OF NORTHWEST COLORADO       | 0.00              |                        |                           |                           |                    |                |                  |                 | -28.16         | 145,542.10    |
| POTHOOK WATER DISTRICT             | 1,426.36          | 1,401.77               |                           |                           |                    |                |                  |                 | -2,688.43      | 53,473.30     |
| MOFFAT COUNTY TOURISM -LODGING     | 181,427.41        |                        | 674.83                    |                           |                    |                |                  |                 | -140.98        | 2,753.95      |
| INTERNAL SER FUND-CENTRAL-DUP      | 96,020.26         |                        | 331.02                    |                           |                    |                |                  |                 |                | 0.00          |
| JUNIPER WATER CONSERVANCY DIST.    | 38,112.46         |                        | 66.70                     |                           |                    |                |                  |                 | -1,426.36      | 1,332.26      |
| HIGH SAVERY WATER DISTRICT         | 1,500.00          |                        |                           |                           |                    |                |                  |                 | -69.51         | -8,785.20     |
| UPPER YAMPA WATER CONSERVANCY      | 75,603.98         | 107,478.59             |                           |                           |                    |                |                  |                 | -569.42        | 173,317.04    |
| 911 FUND                           | 628,888.49        |                        | 17,445.15                 |                           |                    |                |                  |                 |                | 95,781.86     |
| ADVANCE TAXES - REAL ESTATE        | 120.13            |                        |                           |                           | 3,362.67           |                |                  |                 | -1,500.00      | 38,178.49     |
| ADVANCED TAXES - 2012              | 0.00              |                        |                           |                           |                    |                |                  |                 | -75,603.98     | 0.00          |
| ADVANCE TAXES - MOBILE HOMES       | 0.00              |                        |                           |                           |                    |                |                  |                 | -5,373.91      | 105,467.35    |
| COUNTY CLERK'S COLLECTION          | 468,961.20        |                        | 554,597.48                |                           |                    |                |                  |                 |                | 626,064.86    |
| CHECK CHANGE ACCOUNT               | 0.00              |                        | 3,749.25                  |                           |                    |                |                  |                 | -20,268.78     | 0.00          |
| INDIVIDUAL REDEMPTION ACCOUNT      | 220.16            |                        | 4,863.73                  |                           |                    |                |                  |                 |                | 0.00          |
| PAYROLL EFT TAX PAYMENTS           | 0.00              |                        | 294,230.75                |                           |                    |                |                  |                 |                | 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              |                        | 318,028.42                |                           |                    |                |                  |                 |                | 0.00          |
| COUNTY SALES & LEASES              | 1,287.75          |                        | 4,452.22                  |                           |                    |                |                  |                 |                | 0.00          |
| MOTOR VEHICLE REGIST.              | 10,070.46         |                        | 6,779.42                  |                           |                    |                |                  |                 |                | 0.00          |
| 2018 TREASURERS TAX DEED           | 2,674.01          |                        | -229.31                   |                           |                    |                |                  |                 | -5,739.97      | 0.00          |
|                                    |                   |                        |                           |                           |                    |                |                  |                 | -108.00        | 16,849.88     |
|                                    |                   |                        |                           |                           |                    |                |                  |                 |                | 2,336.70      |
| 2017 TREASURERS TAX DEED           | 114.38            |                        | 229.31                    |                           |                    |                |                  |                 |                | 0.00          |
| 2010 TREASURER'S TAX DEED          | 3,823.14          |                        | 254.74                    |                           |                    |                |                  |                 |                | 0.00          |
| GRAND TOTALS                       | 62,512,447.99     | 7,349,018.36           | 4,263,409.19              | 6.45                      | 318,028.42         | 3,693,308.61   | -6,750,133.93    | -165,931.49     | -3,693,308.61  | 67,526,844.99 |

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 30th day of July 2023.

Robert Razzano, Moffat County Treasurer

Examined by Board of the Moffat County Commissioners

Tony Bohrer  
Chairperson

Melody Villard

Donald Broom

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

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)  
 DISCHARGE MONITORING REPORT (DMR)  
 (2-16) (17-19)  
 COG502063 001A  
 PERMIT NUMBER DISCHARGE NUMBER

Form Approved.  
 OMB No. 2040-0004  
 Approval expires 11-98

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

MONITORING PERIOD  
 FROM 2023 04 01 TO 2023 06 30  
 (20-21) (22-23) (24-25) (26-27) (28-29) (30-31)

Check here if No Discharge

NOTE: Read Instructions before completing this form

| PARAMETER<br>(32-37) | X | (3 Card Only) QUANTITY OR LOADING<br>(46-53) (54-61) |         |       | (4 Card Only) QUALITY OR CONCENTRATION<br>(38-45) (46-53) (54-61) |         |         |       | NO.<br>EX<br>(62-63) | FREQUENCY<br>OF<br>ANALYSIS<br>(64-68) | SAMPLE<br>TYPE<br>(69-70) |
|----------------------|---|--|---------|-------|---|---------|---------|-------|----------------------|--|---------------------------|
|                      |   | AVERAGE  | MAXIMUM | UNITS | MINIMUM   | AVERAGE | MAXIMUM | UNITS |                      |  |                           |
| SAMPLE MEASUREMENT   |   |  |         |       |   |         |         |       |                      |  |                           |
| PERMIT REQUIREMENT   |   |  |         |       |   |         |         |       |                      |  |                           |
| SAMPLE MEASUREMENT   |   |  |         |       |   |         |         |       |                      |  |                           |
| PERMIT REQUIREMENT   |   |  |         |       |   |         |         |       |                      |  |                           |
| SAMPLE MEASUREMENT   |   |  |         |       |   |         |         |       |                      |  |                           |
| PERMIT REQUIREMENT   |   |  |         |       |   |         |         |       |                      |  |                           |
| SAMPLE MEASUREMENT   |   |  |         |       |   |         |         |       |                      |  |                           |
| PERMIT REQUIREMENT   |   |  |         |       |   |         |         |       |                      |  |                           |
| SAMPLE MEASUREMENT   |   |  |         |       |   |         |         |       |                      |  |                           |
| PERMIT REQUIREMENT   |   |  |         |       |   |         |         |       |                      |  |                           |
| SAMPLE MEASUREMENT   |   |  |         |       |   |         |         |       |                      |  |                           |
| PERMIT REQUIREMENT   |   |  |         |       |   |         |         |       |                      |  |                           |

|  |   |  |        |          |      |     |
|--|---|--|--------|----------|------|-----|
| NAME/TITLE PRINCIPAL EXECUTIVE OFFICER<br><br>Tony Bohrer,<br>BOCC Chair<br><br>TYPED OR PRINTED | I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS. | TELEPHONE  |        | DATE     |      |     |
|  |   | SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT | 970    | 824-3211 | 2023 | 07  |
|  |   | AREA CODE  | NUMBER | YEAR     | MO   | DAY |

REMARKS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)



# Clerk & Recorder

*Stacy Morgan, Clerk & Recorder*

June 1, 2023

To: Electronic Recording Technology Board  
RE: Moffat County Grant Application

Dear Board Members,

The Moffat County Clerk & Recorder's office would like to request your consideration of the ERTB Grant funding for our annual Recording System maintenance and support, and WEB Hosting Access and Storage agreement for the Public Access site. It will also help with the digitization and indexing of our miscellaneous books. Our Grant Application is in the amount of \$30,142.00 for 2023.

Moffat County does not collect sufficient funds to cover these fees for the recording systems and any expanding features. Having access online to our recorded documents is a huge asset for those who need to travel to retrieve these documents, since we are a small rural county. This grant opportunity is extremely helpful and we greatly appreciate the support.

Please feel free to contact me if you have any questions, and again thank you so much for the consideration of this grant.

Respectfully,

Stacy Morgan  
Moffat County Clerk & Recorder  
[smorgan@moffatcounty.net](mailto:smorgan@moffatcounty.net)  
970.824.9123

1198 West Victory Way, Suite 103 • Craig, CO 81625  
970-824-9104 (Phone) • 970-826-3413 (Fax)  
[smorgan@moffatcounty.net](mailto:smorgan@moffatcounty.net)

## Electronic Recording Technology Fund Grant Application Form

### General Information

County Name **Moffat County**

County Clerk & Recorder Name **Stacy Morgan**

Phone **(970) 824-9123**

Email **smorgan@moffatcounty.net**

Alternant contact **Debbie Winder**

Phone **(970) 824-9119**

Email **dwinder@moffatcounty.net**

Mailing Address

City **Craig**

State **CO**

Zip **81625**

County Tier **V**

County budget cycle (calendar, fiscal) including dates

**January 1 to December 31 (Calendar)**

How many recordings do you do in a year? **4491**

How much do you collect of the \$1 Recording Technology Fee in an average year (over the last three years)?  
**\$4,163.00**

How much money is in your technology fund?  
**\$7,577.00**

### Recording Equipment Information

Is your county currently recording documents  Electronically  Manually

What is the age of your current software? **Last update in 2023**

What is the age of the equipment (hardware) for which you are applying? **Server is 4 years old and other equipment is 3 to 4 years old.**

What is the expected life of the software and hardware? **As long as maintained should be 5 to 7 years.**

What is the condition of your current software? **Good and Current with Technologies.**

What is the condition of the equipment (hardware) for which you are applying? **Good**

Who is your current vendor? **LEDS, LLC**

What product and version do you currently use? **Cash Tendering, eRecording, Recording, Web Hosting, and Document Management**

What is your current annual payment to your vendor and how is it calculated?

**2023 Annual payments were \$15,838.00 Calculation basis on base recording fees and amount of data storage. 2023 Web Hosting and storage annual payment are \$14,804.00**

How and what kind of hosting is done with any parts of your recording system?

**Local equipment with county IT managing and maintaining. Both local and remote hosting is used for the recording documents, remote is used for 24/7 document searching. Internet Services are hosted off-site, including backup.**

What is the term of your contract (dates) with your current vendor?

**Current contract is through 2023, with LEDS, LLC.**

What percentage of your documents have been digitized? **99%**

|   |
|---|
| <p>What percentage of your documents have been indexed? <b>93%</b><br/>                 What will the percentage be if this grant application is approved? <b>99%</b></p>   |
| <p>What percentage of your land documents are accessible online? <b>99%</b><br/>                 What will the percentage be if this grant application is approved? <b>99%</b></p>  |
| <p><b>Grant Information</b></p>   |
| <p>Why are you applying for grant funds?<br/> <b>Since the County does not collect sufficient funds to fund the 2023 recording system maintenance, Document Management System and the annual WEB Hosting services, the grant funds will be used to fund the 2023 annual maintenance fees and updating the server and security</b></p>   |
| <p>Amount of grant request (no funding requests involving expenditures past June 30, 2026).<br/> <b>\$ 30,142.00</b></p>  |
| <p>What do you want to use the grant money for?<br/> <b>To pay the annual Licenses and maintenance fee's</b></p> <p>Break out the expenses and include bids, invoices, or proposals with your request. What specific equipment and software do you want to purchase?<br/> <b>See Attachment A and Attachments below.</b></p>  |
| <p>If you are requesting grant funding for digitization and indexing, please provide a general description of the documents to be digitized and/or indexed, the approximate date ranges, the total number of pages or documents, and an estimate of the percent of documents that are not related to interests in real property. If there are documents not listed in the Board's Policy Governing Grants for Digitization and Indexing, as examples of real property documents but the Clerk believes are related to interests in real property, please provide an explanation of why the documents are related to real property. Attach supporting bids if applicable. Bids should include the number of pages and/or documents to be digitized and/or indexed. For further information, see the Board's Policy Governing Grants for Digitization and Indexing.</p> <p><b>N/A</b></p> |
| <p>If you are requesting grant funding to improve the security of your county's general information technology systems, please describe generally the security measures to be undertaken with grant funds and explain why/how the improvement is necessary to improve the security of your electronic filing system.</p> <p><b>N/A</b></p>  |
| <p>If the grant is for temporary staff, what specific project will the staff be working on? (Please attach a Statement of Work).</p> <p><b>N/A</b></p>  |
| <p>How do you plan to segregate grant funds from county funds?<br/> <b>The County plans on creating a separate fund similar to the eRecording Surcharge Fee's currently being used.</b></p>   |



Will any monies from your technology fund be used for the purpose(s) contained in the grant request? If yes, how much? **Yes, \$500.00**

If no, explain the plans for the use of your technology fund.

Will this be (or was this) a competitive bid process (RFP) or an upgrade to an existing system?

**The county IT Department currently provides hardware competitive bids for hardware purchases through bids processed per current purchasing policies.**

Will the grant award increase your annual maintenance costs? **No**

If so, do you have a long-term plan to budget for the increase?

Describe how the funds will be used to achieve the stated business purpose and core goals.

A) To assure the security, accuracy and preservation of public records

**All digitized records will be housed in multiple locations**

B) To maintain the privacy of personal identifying information, online access.

**Will comply with all existing rules.**

C) To assure that the sequence in which documents are received by a clerk are accurately reflected to the greatest extent practicable

**YES**

D) To provide for online public access to public records

**YES, Through the iCounty Online search services**

E) To assure that electronic filing systems used in different counties are similar so as to facilitate the submission and searching of electronic records.

**YES**

With my signature below, I do hereby certify that I have read, understand, and support the above application for grant funds through the Electronic Recording Technology Board.

\_\_\_\_\_  
Signature of County Clerk & Recorder

\_\_\_\_\_  
Date

Moffat County Colorado  
Attachment A  
of the Electronic Recording Technology Board  
Grant Application  
6/2023

1. The county would like to request funds for helping to offset the annual 2023 recording maintenance and web hosting public access services.
  
2. Project Cost Summary
  - a) Total cost projected \$ 30,642.00
  - b) Clerk Surcharge fee contribution -\$ 500.00
  - c) Grant funds requested is \$ 30,142.00
  
3. Detail Pricing
  - a) 2023 Recording System maintenance and Licenses \$ 15,838.00
  - b) WEB Hosting Access and Storage for 2023 \$ 14,804.00
  - Sub Total \$ 30,642.00
  
4. Grant Core Goals
  - a. County does not collect sufficient funds to cover recording systems and expand features.
  - b. Moffat County meets the sequencing of documents between paper and electronic to ensure that documents are received and processed in accordance with best practices and statutes.
  - c. The County system provides Web Hosting of off-site public document access and maintains backup of local recording files.
  - d. The County will continue to provide security and accuracy of public records.
  - e. The clerk's office provides electronic eRecordings submission with multiple submitters. Additional submitters can be added at no cost to the County if new ones request to submit.
  - f. The County plans on providing annual funding for the core recording system maintenance.
  - g. The current recording systems and procedures are in place to provide redactions of documents as needed to meet the public access requirements.

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made by and between: (A) the Rural Consortium Workforce Development Board (the "Workforce Board"); (B) the Colorado Rural Workforce Board of Local Elected Officials (the "LEO Board"); (C) the Colorado Department of Labor and Employment, Division of Employment and Training, acting by and through the Colorado Rural Workforce Consortium ("CRWC" or the "State"); and (D) The One-Stop Partner (collectively "the Parties") as required by Workforce Innovation and Opportunity Act of 2014 (WIOA).

In accordance with the WIOA §121, this local MOU has been developed and executed by the Workforce Board, with the agreement of the LEO Board, and with each One-Stop Partner that describes the operation of the one-stop delivery system in the Workforce Area and the individual sub-areas (the "Sub-Areas") that comprise the Workforce Area.

### SIGNATURE AND COVER PAGE

|  |  |
|--|--|
| <b>(A) The Workforce Board</b><br>the Rural Consortium Workforce Development Board (the "Workforce Board")   | <b>MOU Number</b>  |
| <b>(B) The LEO Board</b><br>the Colorado Rural Workforce Board of Local Elected Officials (the "LEO Board")  | <b>MOU Performance Beginning Date</b><br><br>The later of the Effective Date or July 1, 2023   |
| <b>(C) State Agency</b><br>Colorado Department of Labor and Employment, Division of Employment and Training, acting by and through the Colorado Rural Workforce Consortium ("CRWC" or the "State") | <b>Current MOU Expiration Date</b><br><br>June 30, 2026  |
| <b>(D) One-Stop Partner</b><br>Moffat County Department of Human Services (DHS)  | <b>Exhibits and Order of Precedence</b><br>The following Exhibits and attachments are included with this MOU: <ol style="list-style-type: none"> <li>1. Exhibit A – Worksheet</li> <li>2. Exhibit B – [RESERVED]</li> <li>3. Exhibit C – Project Change Request Form</li> <li>4. Exhibit D – Sample Option Letter</li> </ol> <p>In the event of a conflict or inconsistency between this MOU and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. The provisions of the main body of this MOU.</li> <li>2. Exhibit A – Worksheet</li> <li>3. Exhibit B – [RESERVED]</li> <li>4. Exhibit C – Project Change Request Form</li> <li>5. Exhibit D – Sample Option Letter</li> </ol> |

### THE PARTIES HERETO HAVE EXECUTED THIS MOU

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

|   |   |
|---|---|
| <b>COLORADO RURAL WORKFORCE CONSORTIUM<br/>BOARD OF LOCAL ELECTED OFFICIALS</b> | <b>RURAL CONSORTIUM WORKFORCE DEVELOPMENT<br/>BOARD</b> |
| <hr/> By: Debbie Bell, Chair  | <hr/> By: Kathy Reeves, Chair                           |
| Date: _____   | Date: _____   |

|  |  |
|--|--|
| <b>COLORADO DEPARTMENT OF LABOR AND<br/>EMPLOYMENT</b>                 | <b>COLORADO RURAL WORKFORCE<br/>CONSORTIUM</b> |
| <hr/> By: Kelly Folks, Director<br>Division of Employment and Training | <hr/> By: Suzie Miller, Director               |
| Date: _____  | Date: _____                                    |

**ONE-STOP PARTNER**  
\*\* By signing my name below, I certify that I have read the MOU. All of my questions have been discussed and answered satisfactorily. My signature certifies that I have the legal authority to bind my agency to the terms of the MOU and confirms my understanding of the terms outlined in this MOU; Exhibit A.

\_\_\_\_\_ Date \_\_\_\_\_  
\*\*Tony Bohrer, Chairperson  
Moffat County Board of County Commissioners

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

**STATE CONTROLLER  
Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
**Laura Urbain  
State Controller Delegate**

Effective Date: \_\_\_\_\_

## 1. PARTIES AND PURPOSE

It is Colorado Rural Workforce Consortium's (CRWC) vision that every Colorado business has access to a skilled workforce and that every Coloradoan has access to meaningful employment, resulting in statewide economic vitality. It is CRWC's mission to foster business-focused workforce partnership, effectively preparing rural Coloradoans for the jobs of today and tomorrow.

The purpose of this MOU is to provide a framework for the delivery of comprehensive workforce development services to the job seeker and employer of communities of the Workforce Area and to describe how the shared costs of operating the One-Stop Delivery System in the Workforce Area will be funded. By encouraging collaboration between comprehensive workforce centers and a network of One-Stop Partners, this framework is designed to develop a workforce eco-system promoting collaborative employment and training strategies that reflect the particular needs of the Workforce Area's and the Sub-Area's local and regional economies.

## 2. EFFECTIVE DATE AND TERM

WIOA §121(c)(g) requires that the MOU be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services, including effectiveness, physical and programmatic accessibility.

This MOU will begin on July 1, 2023, and remain in effect until June 30, 2026, unless terminated earlier or extended further by mutual agreement of the Parties.

## 3. SCOPE

This MOU is entered into by and between the Parties for the delivery of services within the One-Stop System, including the coordination of service delivery and the referral of customers, for one or more of the Colorado Rural Workforce Consortium five sub-areas including the Pueblo Comprehensive Workforce Center. No cash payments will be made under this MOU. WIOA §121(b) identifies both the required and the optional programs and activities that may be carried out by Partners in the CRWC area.

- A. Exhibit A, Worksheet: This Exhibit describes the specific services that the One-Stop Partner will provide in the Sub-Areas in which the One-Stop Partner operates. Beginning on the MOU Effective Date and continuing throughout the term of this MOU, the One-Stop Partner agrees to work collaboratively with the Workforce Board, the LEO Board, CRWC and the other One-Stop Partners in the Sub-Areas in which the One-Stop Partner operates to carry out the provisions of WIOA and this MOU and to provide the services described in Exhibit A. The One-Stop Partner agrees to (a) promptly notify the Workforce Board and the LEO Board if, for any reason, the One-Stop Partner fails to provide or is unable to provide the services described in its Exhibit A, and (b) amend Exhibit A in accordance with Section 6B of this MOU if, for any reason, Exhibit A no longer accurately or completely describes the services provided by the One-Stop Partner. CRWC will maintain the current version of each One-Stop Partner's Exhibit A on the CRWC MOU Website: <https://cdle.colorado.gov/tools-resources>.
- B. Exhibit B, [RESERVED]
- C. The Parties agree to participate in good faith in the negotiation and execution of a Cost Sharing Agreement (CSA) that meets all requirements of the Cost Sharing Legal Authorities. At a minimum, the CSA should if relevant: (a) identify the Infrastructure Costs, Additional Costs and Total Costs; (b) establish a formula for calculating each One-Stop Partner's Proportionate Share of the Total Costs; (c) calculate each One-Stop Partner's Partner Contribution; (d) identify the method by which the One-Stop Partners will make the Partner Contribution; and (e) establish a process by which the Parties will reconcile the Total Costs,

the Proportionate Share and the Partner Contribution at least once per quarter throughout the term of this MOU.

The Parties agree that: (a) the Infrastructure Costs, Additional Costs and Total Costs will be calculated using actual cost data, where possible, or reasonable cost estimates, where actual data is not available; (b) the cost data or estimates underlying the calculation of the Infrastructure Costs, Additional Costs and Total Costs will be disclosed to the One-Stop Partners; (c) the methodology for calculating each One-Stop Partner's Proportionate Share of the Total Costs will be determined through a reasonable cost allocation methodology that assigns costs to One-Stop Partners in proportion to relative benefits received; (d) the Parties will negotiate in good faith to identify the method by which the One-Stop Partner will make the Partner Contribution and to establish a process by which the Parties will reconcile the Total Costs, the Proportionate Share, and the Partner Contribution at least once per quarter throughout the term of this MOU; (e) in negotiating the CSA, the Parties will comply with both the letter and the spirit of the Cost Sharing Legal Authorities; and (f) One-Stop Partners who are not Required Partners and who do not provide services in the comprehensive One-Stop Center or who are not co-located in an affiliate location will not be required to enter into a CSA, pursuant to applicable WIOA requirements.

D. Abide by State Backup Formula, if Implemented, Subject to the Appeals Process

If the Workforce Board, the LEO Board, and all Required Partners operating in the Workforce Area fail to execute a CSA that meets the requirements of the Cost Sharing Legal Authorities, the State will implement and execute the State Backup Formula to determine each Required Partner's Partner Contribution.

If relevant, (1) the Required Partners agree to abide by the terms of the State Backup Formula, if implemented, subject to the appeals process in the Cost Sharing Legal Authorities; and (2) the Additional Partners (and all other one-stop partners who are not subject to the State Backup Formula) are not required by law to pay infrastructure costs but agree that, if the State Backup Formula is implemented, such one-stop partner will continue in good faith to negotiate a Cost Sharing Agreement that meets the requirements of the Cost Sharing Legal Authorities.

E. Exhibit C, Project Change Request Form: Parties may bilaterally change the following, using Exhibit C, Project Change Request Form: (i) Representatives, (ii) Section 6M, Notices, and (iii) Exhibit A. All changes using this Project Change Request Form shall be made by email in accordance with the email contact information listed in Section 7.M of this MOU.

**4. DELEGATION OF ADMINISTRATIVE DUTIES TO CRWC** The Workforce Board delegates all administrative duties relating to the operation of the One-Stop Delivery System in the Workforce Area to CRWC. These duties include, without limitation: (a) keeping and maintaining the original copies of each MOU, its Exhibits, and any amendments; (b) maintaining the MOU Website; (c) negotiating the terms of the CSA with the One-Stop Partner; (d) gathering the data necessary to calculate the Infrastructure Costs, the Additional Costs, the Total Costs, the Proportionate Share, and the Partner Contribution; and (e) performing quarterly reconciliations of all CSAs, in collaboration with the One-Stop Partners.

**5. DESIGNATION OF COMPREHENSIVE ONE-STOP-CENTER; SATELLITE WORKFORCE CENTERS**

A. The Workforce Board and LEO Board designate the following location as the Workforce Area's comprehensive "One-Stop Center":

Pueblo Workforce Center  
212 W. 3<sup>rd</sup> St

Pueblo, CO, 81003  
719-562-3731  
cdle\_pueblo\_wfc@state.co.us

- B. CRWC agrees to notify the One-Stop Partner if the Workforce Board and LEO Board change the location of the Workforce Area's comprehensive One-Stop Center.

## 6. PROVISIONS

### A. Termination of MOU

(i) The One-Stop Partner may terminate this MOU at any time by providing notice to the Workforce Board, the LEO Board, and CRWC in accordance with Section 7.M of this MOU. Unless otherwise agreed to by the Workforce Board and the LEO Board, such termination will become effective sixty (60) days after delivery of such notice. By terminating this MOU, the One-Stop Partner will be considered to have automatically withdrawn from membership on the One-Stop Partner's local Workforce Board. Such termination will not (a) relieve the One-Stop Partner from any obligations that may arise from a source outside of this MOU (including obligations that may arise in accordance to the terms of a contract or grant agreement); or (b) relieve the One-Stop Partner from its obligations in this MOU made prior to the termination.

(ii) The Workforce Board, with the agreement of the LEO Board, may terminate this MOU at any time by providing notice in writing to the One-Stop Partner in accordance with 7.M of this MOU. Unless otherwise agreed to by the Workforce Board and the LEO Board, such termination will become effective sixty (60) days after delivery of such notice. Upon termination of this MOU, the One-Stop Partner will be deemed to have automatically been terminated from membership on the One-Stop Partner's local workforce board. The termination of the MOU pursuant to this section will not (a) relieve the One-Stop Partner from any obligations that may arise from a source outside of this MOU (including obligations that may arise in accordance to the terms of a contract or grant agreement); or (b) relieve the One-Stop Partner from its obligations in this MOU throughout the 60-day termination notification.

(iii) The One-Stop Partner may terminate from this MOU in the event Federal oversight agencies charged with the administration of WIOA fail to appropriately fund this MOU or if funds are not otherwise made available for continued performance, for any fiscal period of this MOU after the first fiscal period. If the One-Stop Partner is unable to perform in accordance with this MOU due to lack of funding, the One-Stop Partner will notify the other Parties as soon as the One-Stop Partner has knowledge that funds may be unavailable for the continuation of the MOU.

### B. Modifications and Amendments

The main body of this MOU may only be modified, revised, or amended by the mutual written consent of all Parties, nevertheless:

The One-Stop Partner may deliver to CRWC a Project Change Request Form to modify Exhibit A to reflect changes in the services and/or shared costs of services provided by the One-Stop Partner or to make non-substantive changes to the body of the MOU such as representative of party. Once received, the Workforce Board, LEO Board, and CRWC will approve or deny the requested change. Approved Project Change Request Forms will be attached to the original Exhibit A and added to the Exhibit A in the MOU and on the MOU Website. In the event that the Project Change Request Form is denied, the Parties have the option of using Section 7C, dispute resolution to resolve any concerns regarding the requested changes.

CRWC at its discretion, will have the option to extend the MOU beyond the Initial Term for a period, or for successive periods, of one year or less under the same terms specified in the MOU (each such period an "Extension Term"). In order to exercise this option, CRWC will provide written notice to the One-Stop Partner in an Option Letter which does not require signature from the One-Stop Partner. Except as stated in Section 2, the total duration of this MOU, including the exercise of any options to extend, will not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

C. Appropriations/Funding.

(i) WIOA Sec. 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the Colorado Rural Workforce Consortium One-Stop service delivery system must be described in this MOU. Under WIOA, each Partner that carries out a program or activities in a CRWC One-Stop Center or otherwise in the Local Area must use a portion of its funds available for such programs and activities, to operate and maintain the CRWC One-Stop delivery system, including proportional payment of the Infrastructure Costs, Additional Costs, and Total Costs of the CRWC One-Stop Centers (20 CFR § 678.700). All Cost Sharing Agreements described in this MOU are subject to all federal laws, rules, regulations, Office of Management and Budget Circulars, and guidance governing the specific program or activities for which cost sharing is required under WIOA. All obligations of the Parties under this MOU for cost-sharing arrangements, whether in whole or in part, are subject to and contingent upon the continuing availability of federal funds authorizing the program or activity for which cost sharing is required under WIOA and will extend only to funds encumbered for the purpose of this MOU.

(ii) The Parties will have no obligation under this MOU to provide any other monies or financial support of any kind or nature to operate or maintain the CRWC One-Stop Delivery system, including proportional payment of the infrastructure costs of the CRWC One-Stop Centers. If any such obligation is asserted against a Party, any resulting obligation will extend only to federal funds received and budgeted for this MOU, appropriated annually, paid into the Treasury of the Party, and encumbered for the purpose of the MOU, if required.

**7. ADDITIONAL PROVISIONS**

A. Record Maintenance and Inspection: The One-Stop Partner will make, keep and maintain a complete file of all records, documents, communications, notes and other written materials, and electronic media files, pertaining to the performance of the One-Stop Partner until: (i) a period of six (6) years after the date of this MOU expires or is earlier terminated, or (ii) the resolution of any pending disputes arising out of or relating to the MOU or the Parties' rights and obligations. This will be deemed to supplement and not replace any additional record maintenance and inspection requirements that a Party's funding authority or program may be bound by. All Parties will continue to adhere to such other record maintenance and inspection requirements in addition to those described in this section.

PERIODIC REVIEWS Pursuant to WIOA Sections 121 (c) (g) and 20 CFR 678.500, the Parties agree to review the terms of this MOU not less than once every three (3) years following the Effective Date to ensure appropriate funding and delivery of services. Should the need arise, the Parties may review the MOU on a more frequent basis and if substantial changes have occurred, amend the MOU to ensure appropriate funding and delivery of services. CRWC will initiate and oversee periodic review(s).

CRWC will be responsible for maintaining the original, signed copies of this MOU, the Exhibits, and any amendments thereto. CRWC will be responsible for maintaining the MOU Website and ensuring that the MOU Website contains (i) current copies of the MOU, the Exhibits, and any amendments thereto; (ii) an accurate list of all currently operating satellite workforce centers in the Workforce Area; and (iii) a model nondisclosure agreement to be entered into by agents, employees, assigns, and subcontractors of the



Parties.

**B. Confidentiality of Records:**

- i. The Parties will hold and maintain all State Records that the State provides or makes available to such Party in confidence, subject to applicable open records laws, including the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S. (CORA) for the sole and exclusive benefit of the State. Except as otherwise stated in this MOU, a Party will not use for its own benefit, publish, copy, disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, without first obtaining the written approval of the State agency that provided the State Records (the "Providing Agency"). Each Party will immediately forward any request or demand for State Records to the principal representatives of the Providing Agency listed in Section 7.M to the MOU. Upon the expiration or termination of this MOU, each Party shall, at the election of the Providing Agency, return all State Records in the possession of such Party to the appropriate Providing Agency or destroy such State Records and certify to the appropriate Providing Agency that it has done so. If a Party is prevented by law or regulation from returning or destroying State Records, such Party warrants that it will comply with applicable best practice guidelines for handling confidential information, in its efforts to ensure the confidentiality of, and cease to use, such State Records.
- ii. Each Party will restrict access to Confidential Information to its agents, employees, assigns and subcontractors as necessary to perform such Party's obligations under this MOU. Each Party will ensure that all such agents, employees, assigns, and subcontractors who receive and/or access Confidential Information sign a copy of the model nondisclosure agreement substantially like the one provided on the MOU Website, and that such nondisclosure agreements remain in force at all times that the agent, employee, assign or subcontractor has access to any Confidential Information.
- iii. Each Party will use, hold, and maintain Confidential Information in compliance with all applicable laws and regulations in facilities located within the United States, and will maintain a secure environment that ensures the confidentiality of all Confidential Information wherever located. Each Party will provide the Workforce Board with access, subject to such Party's reasonable security requirements, including compliance with all applicable federal and state laws concerning confidentiality, solely for the purposes of inspecting and monitoring security associated with access and use of Confidential Information and evaluating security control effectiveness.
- iv. This 7B will be deemed to supplement and not replace any additional confidentiality requirements that a Party's funding authority or program may be bound by. All Parties will continue to adhere to such other confidentiality requirements in addition to those described in this 7B.
- v. To the extent permitted by this 7B and applicable law, the Parties will share Confidential Information with other Parties to the extent that such sharing would help advance the purposes of this MOU. Additionally, to the extent not prohibited by federal law, this MOU and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

C. **Dispute Resolution:** All Parties agree that they will attempt in good faith to resolve any disputes that arise out of or relate to this MOU, or the Parties' rights and obligations through informal discussions among the Parties. If the Parties are unable to resolve their dispute through informal discussion, then the Parties agree to submit their dispute to the Colorado Rural Workforce Board Executive Committee (the "Executive Committee") for resolution. The Executive Committee's determination will be final.

D. **ENTIRE UNDERSTANDING** The MOU and its Exhibits represent the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are incorporated into this MOU. Prior or contemporaneous additions, deletions, or other changes to the MOU will not have any effect whatsoever, unless incorporated within the MOU.

E. **MULTIPLE-FISCAL YEAR FINANCIAL OBLIGATIONS:** The state and any local government are subject to the provisions of Section 20 of Article X of the Colorado Constitution which limits their ability to enter into multiple-fiscal year financial obligations. Therefore, any financial obligation of the state or

any local government under this MOU beyond the current fiscal year is subject to and conditioned upon the due adoption of a budget for the year in which the obligation is due by the state, Board or, Board of County Commissioners which budget provides for or appropriates funds for such obligation. The state or local government under this MOU will be from year to year only and will 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.

- F. **Severability:** Any provision of this MOU that is deemed invalid or unenforceable will not affect the validity or enforceability of the remaining provisions of this MOU, provided that the Parties can continue to perform their obligations under this MOU in accordance with its intent.
- G. **Independent Contractor:** No employee relationship will arise between the State of Colorado and any Party, or any agent or employee of any Party, by virtue of this MOU. Rather, each Non-State Party will perform its duties as an independent contractor and not as an employee of the State. No Party or its employees or agents will become entitled to unemployment insurance or workers compensation benefits through the State, and the State will not become obligated to pay for or otherwise provide such coverage, by virtue of this MOU. The Parties will pay when due all applicable employment taxes and income taxes and local head taxes incurred by this MOU. The Parties will (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof when requested by the State; and (iii) be solely responsible for its acts and those of its employees and agents. No Party will have authorization, express or implied, to bind the State to any agreement, liability or understanding by virtue of this MOU, except as expressly described in this MOU.
- H. **Responsibility for Employment and Other Related Benefits:** All employees providing services pursuant to this MOU remain under the supervision and direction of their respective employing entity. If any employment or work-related issues arise, such employing entity will be solely responsible for the resolution of such issue, The One-Stop Partner will be solely responsible for providing all employment-related benefits to its employees and for complying with all applicable employment laws and regulations, including without limitation all applicable federal and state income tax, workers' compensation and unemployment insurance laws and regulations.
- I. **NON-GOVERNMENTAL ENTITIES--GENERAL INDEMNIFICATION:** Non-governmental entities will indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by the non-governmental entity, or its employees, agents, subcontractors, or assignees in connection with this MOU.
- J. **Governmental Immunity:** Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees controlled and limited by the provisions of the Governmental Immunity Act 24-10-101, et seq. and the risk management statutes, C.R.S. § 24-30-1501, et seq., as amended.
- K. **No Third-Party Beneficiaries:** The enforcement of the terms and conditions of this MOU and all rights of action relating to such enforcement, will be strictly reserved to the Parties, and nothing contained in this MOU will give or allow any claim or right of action whatsoever by any non-Party. It is the express intent of the Parties to this MOU that any person receiving services or benefits under this MOU will be deemed an incidental beneficiary only.
- L. **Assignment:** The One-Stop Partners' rights and obligations are personal and may not be transferred, assigned, or subcontracted without the prior written consent of the Workforce Board and the LEO Board. Any attempt at assignment, transfer, or subcontracting without the written consent of the Workforce Board

and the LEO Board will be void.

M. **Notices:** For the purpose of this MOU, the persons listed below are designated the representatives of the Parties. All notices required or permitted under this MOU will be in writing and will be deemed given when (a) personally served; (b) three (3) days after deposit in the United States Mail, mail, return receipt requested, and addressed to the following Parties or to such other addressee(s) as may be designated in the MOU; or (c) by email. The Parties may designate in writing a new or substitute representative by filling out Exhibit C, Project Change Request Form and may do so by giving Notice in accordance with this Section 7.M., without formal amendment.

i. For the Workforce Board:

Kathy Reeves--Chair  
Colorado Rural Workforce Consortium Workforce Development Board  
509 Colorado Avenue, Suite G  
Pueblo, CO 81004  
719-696-8596  
kathy@topnotch-personnel.com

ii. For the LEO Board:

Debbie Bell--Chair,  
CRWC Board of Local Elected Officials  
610 State Avenue, Suite 200  
PO Box 300  
Alamosa, Co  
Debbie.bell@fremontco.com

iii. For CRWC:

Dawn Robards  
CRWC Operations Manager  
Colorado Department of Labor and Employment Division of  
Employment and Training  
633 17th Street, 7th Floor Denver, CO 80202  
(303) 318-8810  
Dawn.Robards@state.co.us

with copies to:

Purchasing Director  
Colorado Department of Labor and Employment  
633 17th Street, 11th Floor Denver, CO 80202  
303-318-8054

and:

Kelly Folks, Director  
Colorado Department of Labor and Employment Division of  
Employment and Training  
633 17th Street, 7th Floor Denver, CO 80202  
(303) 318-8002 Kelly.folks@state.co.us

iv. For the One-Stop Partner:

Kristin Grajeda, Director  
Moffat County Department of Human Services  
1198 W. Victory Way, Suite 204, Craig, CO 81625  
970-824-8282 kristin.grajeda@state.co.us

v. Comprehensive List of One-Stop Partners

CRWC will maintain a current list on the MOU website, <https://cdle.colorado.gov/tools-resources>, of all active One-Stop Partners.

- N. **Conflict of Interest**: Each Party acknowledges that with respect to this MOU, even the appearance of a conflict of interest is harmful to the Party's interests. Each Party will refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of such Party's obligations under this MOU.
- O. **Authorization**: Each person signing this MOU represents and warrants that he or she is duly authorized to execute this MOU. Each Party represents and warrants to the other Parties that the execution and delivery of this MOU and the performance of such Party's obligations have been duly authorized. If requested by CRWC, each Party agrees to provide CRWC with proof of such authority within fifteen (15) days of receiving such request.
- P. **Counterparts**: This MOU may be executed in multiple identical original counterparts, all of which will constitute one agreement.
- Q. **Notice of Pending Litigation**: Each Party will notify CRWC, in writing, within five (5) business days after being served with a summons, complaint or other pleading filed in any federal or state court or administrative agency that involves services provided under this MOU or is otherwise related to this MOU.
- R. **CORA Disclosure**: To the extent not prohibited by federal law, this MOU and its exhibits are subject to public release through CORA. This MOU is not intended to supersede the Parties' obligations under CORA.
- S. **Choice of Law**: Colorado law, and rules and regulations issued pursuant thereto, will be applied in the interpretation, execution, and enforcement of this MOU. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations will be null and void. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this MOU, to the extent capable of execution.
- T. **Press Releases and Communications**: In coordination with CDLE's Office of Government, Policy and Public Relation (GPPR), all Parties agree that the Workforce Board and the LEO Board are authorized to communicate with the press, television, radio or any other form of media concerning this MOU or the Parties' performance contemplated by this MOU. The Workforce Board and the LEO Board will notify and consult with the One-Stop Partner before making any media communications that makes specific reference to the One-Stop Partner.
- U. **Digital Signatures** If any signatory signs this MOU 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 will be incorporated into this MOU by reference.

## 7. LAW, ASSURANCES and CERTIFICATIONS

- A. As applicable, all Parties to this MOU will comply with:
- i. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
  - ii. Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended,

- iv. Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 24 CFR Part 99
- v. The Americans with Disabilities Act of 1990 (Public Law 101-336),
- vi. Priority of service for veterans in U.S. Department of Labor funded programs (38 U.S.C. § 4215)
- vii. Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188
- viii. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99)
- ix. Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38)
- x. The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603)
- xi. Title IX of the Education Amendments Act of 1972 (20 U.S.C. §1681)
- xii. All amendments to each, and
- xiii. All requirements imposed by the regulations issued pursuant to these acts.
- xiv. Nondiscrimination and Equal Opportunity Provision. As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, CDLE (the WIOA the grant recipient) assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
  - Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
  - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
  - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
  - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

#### B. Drug and Alcohol-free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR Part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

C. Certification Regarding Lobbying

All Parties will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties will not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

D. Debarment and Suspension

All Parties will comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

E. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. § 4215 and its implementing regulations and guidance, and WIOA § 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

F. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. § 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA § 502 and 20 CFR 683.200(f).

G. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA § 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

H. Equipment and Furniture

All equipment and furniture purchased by any Party for purposes described herein will remain the property of the purchaser after the termination of this MOU.

I. Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Colorado. All Parties shall comply with all applicable Federal and State Laws and regulations, and Local laws to the extent that they are not in conflict with the State or Federal requirements.

## 8. DEFINITIONS

- A. "Actual Cost Data" means information pertaining to the amount of funds expended for the current State Fiscal Year and derived from historical fund expenditure data.
- B. "Additional Costs" means such costs, in addition to Infrastructure Costs, that the required one-stop partners in the comprehensive centers and co-located one-stop partners in the affiliate locations are required to contribute to the funding of. Additional Costs include the cost of "Career Services" (as that term is defined

- in WIOA § 134(c)(2)) that are provided at one-stop centers in the Workforce Area and may include other costs that support the operation of the one-stop centers in the Workforce Area.
- C. "Additional Partners" means those one-stop partners who, with the approval of the local board and chief elected official, carry out the programs and activities as in WIOA § 121(b)(2)(B).
  - D. "Confidential Information" means all Personally Identifiable Information (PII).
  - E. "CORA" means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.
  - F. "Cost Sharing Legal Authorities" means the most recently promulgated version of all applicable statutes, regulations, Training and Employment Guidance Letters, Policy Guidance Letters and other applicable legal authorities that prescribe the rules governing the sharing of Infrastructure and Additional Costs between the one-stop partners operating in the Workforce Area, including but not limited to (a) WIOA; (b) the Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions, 20 CFR Part 676-678; (C) the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200; (d) The Training and Employment Guidance Letter WIOA No. 17-16, which was promulgated by the United States Department of Labor on January 18, 2017; and (e) the Colorado One-Stop System Policy Guidance Letter # WIOA-2016 03, which was promulgated by the Colorado Workforce Development Council on June 1, 2016.
  - G. "CDLE" means the Colorado Department of Labor and Employment. CDLE connects job seekers with great jobs, provides an up-to-date and accurate picture of the economy to help decision making, assists workers who have been injured on the job, ensures fair labor practices, helps those who have lost their jobs by providing temporary wage replacement through unemployment benefits, and protects the workplace - and Colorado communities - with a variety of consumer protection and safety programs.
  - H. "CRWC" means the Colorado Rural Workforce Consortium, including CRWC's administrative unit and the Workforce Area's local workforce centers. CRWC provides workforce development programs and services through the Workforce Area's local workforce centers.
  - I. "Infrastructure Costs" has the meaning ascribed to "costs of infrastructure" in WIOA §121 (h)(4), which defines Infrastructure Costs to mean "... the non-personnel costs that are necessary for the general operation of the one-stop center, including the rental costs of facilities, the costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including the center's planning and outreach activities."
  - J. "JVSG" means The Jobs for Veterans State Grants. JVSG provides federal funding, through a formula grant, to 54 State Workforce Agencies (SWAs) to hire dedicated staff to provide individualized career and training-related services to veterans and eligible persons with significant barriers to employment and to assist employers fill their workforce needs with job-seeking veterans.
  - K. "LEO Board" means the Colorado Rural Workforce Consortium Board of Elected Officials, which is composed of Local Elected Officials from each Sub-Area within the Workforce Area.
  - L. "MOU Website" means the website created and administered by CRWC for the purposes described in this MOU and located at <https://cdle.colorado.gov/tools-resources>.
  - M. "NAFTA-TAA" means North American Free Trade Agreement--Transitional Adjustment Assistance. NAFTA-TAA is a federal program to assist workers to re-enter the workforce after they have become unemployed because of imports from or shift in production to Mexico and/or Canada. The NAFTA program was repealed on 8/06/02 and incorporated into the Trade Reform Act of 2002.
  - N. "Non-State Party" means any Party to this MOU that is not a department, board, office, commission, institution, or other instrumentality of the State of Colorado. Non-State Parties will include but are not limited to political subdivisions of the State and for-profit and not-for-profit entities.
  - O. "One-Stop Delivery System" or "One-Stop System" means a system that brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance.
  - P. "One-Stop Center" means a physical location where job seeker and employer customers can access the programs, services, and activities of all required one-stop partners.
  - Q. "One-Stop Partner" means an entity described in Section 121 of WIOA participating in the operation of a

- One-Stop delivery system and identified on the Signature and Cover Page of this MOU.
- R. "Parties" means the Workforce Board, the LEO Board, CRWC and the One-Stop Partner.
  - S. "Partner Contribution" means each mandatory one-stop partners' in the comprehensive centers and co-located one-stop partners' in the affiliate locations required contribution towards the Total Costs.
  - T. "PII" means personally identifiable information including, without limitation, any information 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.
  - U. "Proportionate Share of the Total Costs" or "Proportionate Share" means the proportion of the Total Costs that each mandatory One-Stop Partner in the comprehensive centers and co-located One-Stop Partners in the affiliate locations will contribute towards the operation of the One-Stop Delivery System.
  - V. "Required Partners" means those One-Stop Partners in the local area who carry out the programs and activities described in WIOA 9121(b)(1)(B).
  - W. "State Backup Formula" means the "State infrastructure funding mechanism" described in the Cost Sharing Legal Authorities, including WIOA §121(h).
  - X. "SER" means Service, Employment, and Redevelopment. SER is a national network of Community Based Organizations (CBO's) that formulates and advocates initiatives resulting in the increased development and utilization of America's human resources, with special emphasis on the needs of Hispanics, in the areas of education, training, employment, business and economic opportunity.
  - Y. "State Records" means all data, information, and records, regardless of physical form, that belongs to the State, including, without limitation, any State records, State data or other information that has been communicated, furnished, or disclosed by the State to another Party. State Records include information subject to disclosure under the CORA.
  - Z. "Sub Area" means the physical regions that make up the Colorado Rural Workforce Consortium area.
  - AA. "TAA" means Trade Adjustment Assistance. TAA is a federal program that provides assistance such as job search, relocation assistance, retraining, income support, etc. to certified workers who have lost or will lose their jobs as a result of foreign trade.
  - BB. "Total Costs" means the total of the Infrastructure Costs and the Additional Costs.
  - CC. "WIOA" means Workforce Innovation and Opportunity Act. WIOA is landmark legislation that is designed to strengthen and improve our nation's public workforce system and help get Americans, including youth and those with significant barriers to employment, into high-quality jobs and careers and help employers hire and retain skilled workers.
  - DD. "WIOA Title III Wagner-Peyser Programs" means Workforce and Innovation and Opportunity Act Title III Wagner Peyser Programs. In 2014, the Wagner-Peyser Act was amended under title III of the Workforce Innovation and Opportunity Act. The Employment Service under WIOA builds upon previous workforce reforms and requires colocation of the Employment Service offices into the nearly 2,500 workforce centers nationwide and aligns performance accountability indicators with other federal workforce programs. The original Wagner-Peyser Act was established in 1933 and created a nationwide system of public employment offices, known as the Employment Service. The Employment Service seeks to improve the functioning of the nation's labor markets by bringing together individuals seeking employment with employers seeking workers. The Wagner-Peyser Act was amended in 1998 to make the Employment Service part of the one-stop delivery system under the Workforce Investment Act.
  - EE. "Workforce Area" means the physical boundaries of a federally recognized workforce area in a state. Colorado has ten federally recognized areas.
  - FF. "Workforce Board" means the Rural Consortium Workforce Development Board.



**COOPERATIVE AGREEMENT BETWEEN  
MOFFAT COUNTY DEPARTMENT OF HUMAN SERVICES, AND LAW  
ENFORCEMENT AGENCY**

This agreement is entered into, by and between the Moffat County Department of Human Services, hereinafter "Human Services or "DHS"", the Craig Police Department, the Moffat County Sheriffs Office, the Town of Dinosaur's Marshal's Office, and the 14<sup>th</sup> Judicial District Attorney's Office. Collectively the Craig Police Department, the Moffat County Sheriffs Office, the Town of Dinosaur's Marshal's Office, and the 14th Judicial District Attorney's Office are referred to as "Law Enforcement" or "LE".

**WITNESSETH**

**WHEREAS**, Colorado law encourages cooperation between local departments of Human Services and Local Law Enforcement; and

**WHEREAS**, from time to time, Human Services and Local Law have the responsibility to assess/investigate allegations of child abuse and neglect; and

**WHEREAS**, the parties hereto desire to memorialize their cooperative arrangement; and

**WHEREAS**, by custom, Human Services has taken the prime responsibility to assess/investigate child abuse and neglect cases, and the parties affirmatively state that this Agreement is not intended to change this custom; and

**WHEREAS**, while each of the undersigned professionals and agencies have specific responsibilities in the treatment, protection, and investigation of children, it is acknowledged that the multidisciplinary team approach on matters of child abuse and neglect is a more positive approach to the ultimate resolution of the problems related to these most difficult situations; and

**WHEREAS**, the purpose of this agreement is to enhance the ability of agencies, organizations, and individuals to implement coordinated efforts in dealing with children and families involved in child abuse and neglect,

**NOW THEREFORE**, the parties agree as follows:

**PROTOCOL FOR COOPERATION**

The following protocol shall apply for cooperation between Human Services and local Law Enforcement.

- A. Child abuse reporting laws allow reports to both Law Enforcement and Human Services. This makes cooperation essential to assure prompt action, protection for the child and the responses required by law. The decision regarding who assess/investigates a suspected child abuse/neglect case shall be made jointly by the referring agency and the receiving agency. Joint assessment/ investigation may also be requested by the receiving agency if there is a determination of that need.

For purposes of this Agreement "joint investigation" shall mean a cooperative and parallel investigative effort by Human Services and Law Enforcement wherein each agency operates independently, consistent with their separate mandates, but during which each agency collaboratively shares information and resources as much as they are able given their specific mandates. It is understood a criminal investigation of possible child abuse and a civil investigation of possible child abuse can involve differing priorities and methods, and the parties to this Agreement commit to respecting and accommodating these differences in a way that best provides for the safety and physical and emotional well-being of the child.

- B. The Department of Human Services has an assigned worker on call twenty-four hours per day, seven days per week. Referrals to each agency shall be made based on the contact list located at the end of this Agreement. An On-Call schedule for Human Services shall be provided to Law Enforcement on a monthly basis.
- C. Cases of minor and medium physical abuse/neglect will not require immediate referral to local Law Enforcement by the staff of Human Services. All cases of a more severe nature require immediate contact with local Law Enforcement depending on jurisdiction.
- D. Third-party abuse or neglect cases investigated by Law Enforcement as provided in Section 19-3-308(5.3)(a) shall not require immediate notification to Human Services. In such cases, Law Enforcement shall submit a copy of its investigative report to Human Services in order that Human Services may submit a report to the state's automated system if the case is substantiated.
- E. All reports of confirmed child abuse/neglect shall be forwarded by the County Department to the District Attorney's office and the local Law Enforcement agency.
- F. In Joint assessments/investigations, as a general rule, Human Services will take the lead in interviewing the victim; and Law Enforcement will take the lead in interviewing the alleged perpetrator. Joint interviews shall be preceded by a planning session to outline the conduct of the interview prior to the investigation. However, some assessments/investigations will proceed according to a standard plan of actions, while others will require a unique approach. Upon completion of the joint assessment/investigation:
  1. Law Enforcement continues criminal investigation without the involvement of Human Services. This shall include the submission of the information to the District Attorney for disposition.
  2. Human Services shall be responsible for determining what measures are necessary for the protection of the children, which may include, but not necessarily be limited to the removal of the child (ren) from the home, the filing of a Petition for Dependency and Neglect, and appropriate notification to the Court if removal has occurred. Upon request of Human Services, the District Attorney's Office will notify the presiding judge in a criminal case arising from the abuse of any measures in place in a Human Services intervention, such that the suspect's compliance with that intervention may be ordered as a condition of bond or mandatory protection order pursuant to CRS 18-1-1001.

3. Appropriate sharing of reports must occur. Law Enforcement shall provide Human Services with copies of incident reports when requested.

## LANGUAGE AND CRITERIA FOR IDENTIFICATION OF SUSPECTED ABUSE

This section is intended to ensure that all parties are using the same language and criteria for identification of suspected abuse and neglect cases.

### ABUSE

- Minor - Excessive or inappropriate force used resulting in a superficial injury.
- Medium - Excessive or inappropriate force used resulting in an injury which may require medical attention.
- Severe- Excessive or inappropriate force used resulting in a serious injury which requires medical attention and/or hospitalization.
- Near fatal - Involves an incident in which a physician determines that a child is in serious, critical, or life-threatening condition as the result of sickness or injury caused by suspected abuse and/or neglect.
- Fatal - Physical or emotional needs of a child are not met resulting in death.

### NEGLECT

- Minor - Physical or emotional needs of child are marginally or inconsistently met, but little or no impact on the child's functioning.
- Medium - Physical or emotional needs of a child are inadequately met resulting in some impairment in the child's functioning.
- Severe - Physical or emotional needs of a child are not met resulting in serious injury or illness.
- Near fatal - Physical or emotional needs of the child are not met in an incident in which a physician determines that a child is in serious, critical, or life-threatening condition as the result of sickness or injury caused by suspected abuse and/or neglect.
- Fatal - Physical or emotional needs of a child are not met resulting in death.

### SEXUAL ABUSE

- Severity of sexual abuse should be determined based upon the type of contact, duration of contact, and the emotional impact upon the child.

### HUMAN TRAFFICKING

- Refers to sex trafficking or trafficking for sexual servitude and/or labor trafficking or involuntary servitude.
- "Sex trafficking" or "human trafficking of a minor for sexual servitude" means a child/youth trades sex or sexual activity in exchange for something of value. Sex trafficking occurs when a child/youth is exploited (sold, recruited, harbored, transported, transferred, isolated, enticed, provided, received, or obtained) by any means, maintained or made available by a family member, institution, or third party for purposes of commercial sexual activity.
- "Labor trafficking" or "human trafficking for involuntary servitude" means a child/youth is coerced to perform labor services. Labor trafficking occurs when a child/youth is exploited (sold, recruited, harbored, transported, transferred, isolated, enticed, provided, received, or obtained) by a family member, institution, or third party for purposes of forcing the youth to perform labor or labor services.

## RESPONSIBILITY FOR INVESTIGATION

- A. The following are applicable cases, or types of cases, where it is expected that the sole investigation will be conducted by Human Services (Law Enforcement may be called at any time there may be a safety risk to any worker):
1. Minor physical abuse
  2. Substance exposed newborn
  3. Organic Failure to Thrive
  4. Medical neglect (including failure to provide medically indicated treatment to disabled infants with life threatening conditions and drug affected babies).
  5. Sexual abuse when perpetrator under age 10. Exception, if there is indication that the under age 10 perpetrator is the victim of someone over 10.
  6. Educational neglect. In truancy cases, after charges have been filed by the school district.
  7. Emotional abuse.
  8. Medium neglect, lack of supervision.
  9. Physical or sexual abuse in a daycare home or center, foster home, group home or institution. (Another county department may need to investigate to avoid a conflict of interest).
- B. The following are examples of cases where it is expected that the sole investigation will be conducted by Law Enforcement (Human Services may be called when determined by both parties to be in the best interest of the safety of the child).
1. Third-party physical abuse.
  2. Third party sexual abuse, when the alleged perpetrator is over 10 and it can be determined that the actor is not an abused child.
  3. Report of immediate danger to a child when proximity and speed of Law Enforcement response is needed, when Child Protective Services are not available, and risk to the child indicates immediate evaluation is needed (e.g., welfare check).
- C. The following cases shall be jointly investigated by Human Services and Law Enforcement when abuse or neglect is suspected:
1. Death of a child.
  2. Medium to severe physical abuse or risk of this. Joint investigation by Human Services and Law Enforcement is recommended to evaluate the need for immediate medical evaluation, protective custody of the child and appropriate civil and criminal action.
  3. All head trauma injuries (i.e., subdural hematoma).
  4. All injuries involving ruptured organs, unjustifiably explained abdominal injuries or any injury consistent with abuse. (The history given concerning such conditions is at variance with the degree or type of such condition or death; or the circumstances indicate that such condition may not be the product of an accidental occurrence).
  5. All fractures which are unjustifiably explained, or multiple fractures or in various stages of healing. (The history given concerning such conditions is at variance with the degree or type of such condition or

- death; or the circumstances indicate that such condition may not be the product of an accidental occurrence).
6. All second- or third-degree burns, including cigarette burns or other burns consistent with abuse (such as immersion burns).
  7. All lacerations to the face, external genitalia or extremities which are unjustifiably explained. (The history given concerning such condition is at variance with the degree or type of such condition or death; or the circumstances indicate that such conditions may not be the product of an accidental occurrence).
  8. All lesions on different parts of the body.
  9. Intra familial and third-party sexual abuse.
  10. Injurious Environment. (May require Code Enforcement).
  11. Sexual abuse when the alleged perpetrator may be a child victim, or the actor may have his/her own children under the age of 18, or any other child may be at risk.
12. When a suspected perpetrator who is a parent, custodian, guardian or a child may flee.
  13. When a parent, custodian, or guardian of a child refuses access to the child (ren) by Human Services or Law Enforcement, or refuses medical examination of the child (ren). It is recognized that it may be necessary for Human Services to obtain a Court Order for access to said child (ren).
  14. Medical neglect (including failure to provide medically indicated treatment to disabled infants with life threatening conditions and drug affected babies).
  15. Conditions suggesting suspicion that a law has been broken.
  16. Any case in which a child is subjected to human trafficking to include sexual and labor servitude.
- D. Human Services shall be responsible for ensuring that all parents and families from whom children are removed under court order or by Law Enforcement are provided with a copy of The Notice of Rights and Remedies at the time of the child's removal.
- E. When children are removed, Law Enforcement with jurisdiction of the location from which a child is removed shall immediately advise Human Services as to the criminal history record check as required by C.R.S. 19-3-406.

#### GENERAL PROVISIONS OF COOPERATIVE AGREEMENT

- A. The intent of this Agreement is to clarify and enhance cooperation between agencies to protect children. It is recognized there may be differing opinions regarding some case decisions. In those cases, referral to supervisory levels would be appropriate. The District Attorney may provide guidance as well. In extreme circumstances, the Court may be requested to intervene to resolve issues related to the legal responsibility of each agency.
- B. The term of this Agreement shall be from June 1, 2023, through May 31, 2027. However, because agencies and communities are changing entities, annual review for modification or evaluation is accepted as a part of this cooperative agreement. The parties shall set a mutually convenient annual meeting to review and discuss issues directly related to the fulfillment of this Agreement.

## AGENCY CONTACT LISTS

**Craig Police Department** (cases occurring in the city limits)

Contact people in order of priority:

- Patrol Officer
- Patrol Sergeant or Corporal
- Investigations
- Commander Patrol
- Commander Investigations
- Chief of Police

Telephone Number: (970) 824-8111

**Moffat County Sheriff's Office**

Contact people in order of priority:

- Patrol Deputy
- Patrol Sergeant
- Investigations, on call detective
- Investigations Lieutenant
- Undersheriff
- Sheriff

Telephone Number: (970) 824-4495

Telephone Number for Moffat County Dispatch Center 970-824-6501

**Town of Dinosaur's Marshal's Office**

Contact people in order of priority:

- On Call Marshal
- Chief Marshal

Telephone Number: 970-374-2296

**Moffat County Department of Human Services**

Contact people in order of priority:

During Regular office hours:

- Intake caseworker
- Backup intake worker

After Regular office hours:

- Abuse and Neglect Hotline 844-264-5437
- On-call caseworker
- Supervisor
- Director

Telephone Number: (970) 824-8282 or on-call number: (970-439-8657)

THE UNDERSIGNED INDIVIDUALS REPRESENTING THEIR RESPECTIVE AGENCIES HAVE READ THIS DOCUMENT AND AGREE TO IMPLEMENT THE PROCEDURES AS OUTLINED.

\_\_\_\_\_  
KC Hume, Sheriff  
Moffat County Sheriff's Office  
Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Cochran, Chief  
Craig Police Department  
Date: \_\_\_\_\_

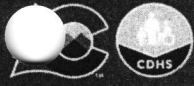
\_\_\_\_\_  
Kristin Grajeda, Director  
Moffat County Department of Human  
Services  
Date: \_\_\_\_\_

\_\_\_\_\_  
Monty English, Chief Marshal  
Town of Dinosaur Marshal's Office  
Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Matt Karzen, District Attorney  
14<sup>th</sup> Judicial District  
Date: \_\_\_\_\_

\_\_\_\_\_  
Rebecca Tyree  
Moffat County Attorney  
Date: \_\_\_\_\_



**COOPERATIVE AGREEMENT BETWEEN**  
Moffat County **DEPARTMENT OF HUMAN/SOCIAL SERVICES,**  
**AND COLORADO STATE PATROL**

This agreement is entered into, by and between the Moffat County Department of Human/Social Services, hereinafter "Human/Social Services", and the Colorado State Patrol, hereinafter "Law Enforcement".

**WITNESSETH**

**WHEREAS**, Colorado law encourages cooperation between local departments of Human/Social Services and Colorado State Patrol; and

**WHEREAS**, from time to time, Moffat County Human/Social Services and Colorado State Patrol have the responsibility to investigate allegations of child abuse and neglect; and

**WHEREAS**, the parties hereto desire to memorialize their cooperative arrangement; and

**WHEREAS**, by custom, Human/Social Services has taken the prime responsibility to investigate child abuse and neglect cases, and the parties affirmatively state that this Agreement is not intended to change this custom; and

**WHEREAS**, while each of the undersigned professionals and agencies have specific responsibilities in the treatment, protection, and investigation of children, it is acknowledged that the multidisciplinary team approach on matters of child abuse and neglect is a more positive approach to the ultimate resolution of the problems related to these most difficult situations; and

**WHEREAS**, the purpose of this agreement is to enhance the ability of agencies, organizations, and individuals to implement coordinated efforts in dealing with children and families involved in child abuse and neglect,

**NOW THEREFORE**, the parties agree as follows:

**PROTOCOL FOR COOPERATION**

The following protocol shall apply for cooperation between Human/Social Services and local Law Enforcement.

- A. Child abuse reporting laws allow reports to both Law Enforcement and Human/Social Services. This makes cooperation essential to assure prompt action, protection for the child and the responses required by law. The decision regarding who investigates a suspected child abuse/neglect case shall be made jointly by the referring agency and the receiving agency. Joint investigation may also be requested by the receiving agency if there is a determination of that need.
- B. The Department of Human/Social Services has an assigned worker on call twenty-four hours per day, seven days per week. Any referrals should be made to a caseworker or the director during regular working hours or the staff person on call after hours. All referrals from Human/ Social Services will be made to the officer on duty.
- C. Cases of minor and medium physical abuse/neglect will not require immediate referral to local Law Enforcement by the staff of Human/ Social Services. All cases of a more severe nature require immediate contact with local Law Enforcement depending on jurisdiction.



- D. Third-party abuse or neglect cases investigated by Law Enforcement as provided in Section 19-3-308(5.3)(a) shall not require immediate notification to Human/Social Services. In such cases, Law Enforcement shall submit a copy of its investigative report to Human/Social Services in order that Human/Social Services may submit a report to the states automated system if the case is substantiated and may order to have the local Child Protection Team review the case.
- E. All reports of confirmed child abuse/neglect shall be forwarded by the County Department to the District Attorney's office and the local Law Enforcement agency.
- F. In Joint investigations, as a general rule, Human/Social Services will take the lead in interviewing the victim; and Law Enforcement will take the lead in interviewing the alleged perpetrator. Joint interviews shall be preceded by a planning session to outline the conduct of the interview prior to the investigation. However, some investigations will proceed according to a standard plan of actions, while others will require a unique approach. Upon completion of the joint investigation:
1. Law Enforcement continues criminal investigation without the involvement of Human/Social Services. This shall include the submission of the information to the District Attorney for disposition.
  2. Human/Social Services shall be responsible for determining what measures are necessary for the protection of the children, which may include, but not necessarily be limited to the removal of the child (ren) from the home, the filing of a Petition for Dependency and Neglect, and appropriate notification to the Court if removal has occurred.
  3. Appropriate sharing of reports must occur. Law Enforcement shall provide Human/Social Services with copies of incident reports when requested.

#### LANGUAGE AND CRITERIA FOR IDENTIFICATION OF SUSPECTED ABUSE

This section is intended to ensure that all parties are using the same language and criteria for identification of suspected abuse and neglect cases.

##### **ABUSE**

- Minor - Excessive or inappropriate force used resulting in a superficial injury.
- Medium - Excessive or inappropriate force used resulting in an injury which may require medical attention.
- Severe- Excessive or inappropriate force used resulting in a serious injury which requires medical attention and/or hospitalization.
- Near fatal - Involves an incident in which a physician determines that a child is in serious, critical, or life-threatening condition as the result of sickness or injury caused by suspected abuse and/or neglect.
- Fatal - Physical or emotional needs of child are not met resulting in death.

##### **NEGLECT**

- Minor - Physical or emotional needs of child are marginally or inconsistently met, but little or no impact on the child's functioning.
- Medium - Physical or emotional needs of child are inadequately met resulting in some impairment in the child's functioning.
- Severe - Physical or emotional needs of child are not met resulting in serious injury or illness.
- Near fatal - Physical or emotional needs of the child are not met in an incident in which a physician determines that a child is in serious, critical, or life-threatening condition as the result of sickness or injury caused by suspected abuse and/or neglect.
- Fatal - Physical or emotional needs of child are not met resulting in death.

##### **SEXUAL ABUSE**

- Severity of sexual abuse should be determined based upon the type of contact, duration of contact, and the emotional impact upon the child.

## HUMAN TRAFFICKING

- Refers to sex trafficking or trafficking for sexual servitude and/or labor trafficking or involuntary servitude.
- “Sex trafficking” or “human trafficking of a minor for sexual servitude” means a child/youth trades sex or sexual activity in exchange for something of value. Sex trafficking occurs when a child/youth is exploited (sold, recruited, harbored, transported, transferred, isolated, enticed, provided, received, or obtained) by any means, maintained or made available by a family member, institution, or third party for purposes of commercial sexual activity.
- “Labor trafficking” or “human trafficking for involuntary servitude” means a child/youth is coerced to perform labor services. Labor trafficking occurs when a child/youth is exploited (sold, recruited, harbored, transported, transferred, isolated, enticed, provided, received, or obtained) by a family member, institution, or third party for purposes of forcing the youth to perform labor or labor services.

## RESPONSIBILITY FOR INVESTIGATION

- A. The following are applicable cases, or types of cases, where it is expected that the sole investigation will be conducted by Human/Social Services (Law Enforcement may be called at any time there may be a safety risk to any worker):
1. Minor physical abuse
  2. Substance exposed newborn.
  3. Organic Failure to Thrive
  4. Medical neglect (including failure to provide medically indicated treatment to disabled infants with life threatening conditions and drug affected babies).
  5. Sexual abuse when perpetrator under age 10. Exception, if there is indication that the under age 10 perpetrator is the victim of someone over 10.
  6. Educational neglect. In truancy cases, after charges have been filed by the school district.
  7. Emotional abuse.
  8. Medium neglect, lack of supervision.
  9. Physical or sexual abuse in a daycare home or center, foster home, group home or institution. (Another county department may need to investigate to avoid a conflict of interest).
- B. The following are examples of cases where it is expected that the sole investigation will be conducted by Law Enforcement (Human/Social Services may be called when determined by both parties to be in the best interest of the safety of the child).
1. Third-party physical abuse.
  2. Third party sexual abuse, when the alleged perpetrator is over 10 and it can be determined that the actor is not an abused child.
  3. Report of immediate danger to a child when proximity and speed of Law Enforcement response is needed, when Child Protective Services are not available, and risk to the child indicates immediate evaluation is needed (e.g., welfare check).
- C. The following cases shall be jointly investigated by Human/Social Services and Law Enforcement when abuse or neglect is suspected:
1. Death of a child.
  2. Medium to severe physical abuse or risk of this. Joint investigation by Human/Social Services and Law Enforcement is recommended to evaluate the need for immediate medical evaluation, protective custody of the child and appropriate civil and criminal action.
  3. All head trauma injuries (i.e., subdural hematoma).
  4. All injuries involving ruptured organs, unjustifiably explained abdominal injuries or any injury consistent with abuse. (The history given concerning such conditions is at variance with the degree or type of such condition or death; or the circumstances indicate that such condition may not be the product of an accidental occurrence).

5. All fractures which are unjustifiably explained, or multiple fractures or in various stages of healing. (The history given concerning such conditions is at variance with the degree or type of such condition or death; or the circumstances indicate that such condition may not be the product of an accidental occurrence).
6. All second or third degree burns, including cigarette burns or other burns consistent with abuse (such as immersion burns).
7. All lacerations to the face, external genitalia or extremities which are unjustifiably explained. (The history given concerning such condition is at variance with the degree or type of such condition or death; or the circumstances indicate that such conditions may not be the product of an accidental occurrence).
8. All lesions on different parts of the body.
9. Intra familial and third-party sexual abuse.
10. Injurious Environment. (May require Code Enforcement).
11. Sexual abuse when the alleged perpetrator may be a child victim, or the actor may have his/her own children under the age of 18, or any other child may be at risk.
12. When a suspected perpetrator who is a parent, custodian, guardian or a child may flee.
13. When a parent, custodian, or guardian of a child refuses access to the child (ren) by Human/Social Services or Law Enforcement or refuses medical examination of the child (ren). It is recognized that it may be necessary for Human/ Social Services to obtain a Court Order for access to said child (ren).
14. Conditions suggesting suspicion that a law has been broken.
15. Any case in which a child is subjected to human trafficking of a minor for sexual and labor servitude.

#### GENERAL PROVISIONS OF COOPERATIVE AGREEMENT

- A. The intent of this Agreement is to clarify and enhance cooperation between agencies to protect children. It is recognized there may be differing opinions regarding some case decisions. In those cases, referral to supervisory levels would be appropriate. Child Protection Teams also may be used for consultation, feedback, and direction regarding cases which have become problematic between agencies. The District Attorney may provide guidance as well. In extreme circumstances, the Court may be requested to intervene to resolve issues related to the legal responsibility of each agency.
- B. Because agencies and communities are changing entities, annual review for modification or evaluation is accepted as a part of this cooperative agreement. The parties shall set a mutually convenient annual meeting to review and discuss issues directly related to the fulfillment of this Agreement.
- C. Copies of relevant portions of Colorado Revised Statutes are attached hereto for reference.
- D. THE UNDERSIGNED INDIVIDUALS REPRESENTING THEIR RESPECTIVE AGENCIES HAVE READ THIS DOCUMENT AND AGREE TO IMPLEMENT THE PROCEDURES AS OUTLINED.

Minna Castillo Cohen Digitally signed by Minna Castillo  
Cohen  
Date: 2023.04.20 15:29:22 -06'00'

---

Minna Castillo Cohen- Colorado Department of Human Services

 Matthew C Packard  
2023.05.02 11:45:18 -06'00'

---

Matthew Packard- Chief of Colorado State Patrol

---

County Department of Human Services Representation

**PURCHASE OF SERVICE CONTRACT  
CORE SERVICES PROGRAM  
MENTAL HEALTH TREATMENT SERVICES  
JUNE 1, 2023 – MAY 31, 2024**

1. THIS CONTRACT, made this 30<sup>th</sup> day of **May**, 2023, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Healthy Minds LLC, 1280 Industrial Avenue, Suite 101, Craig, CO 81625**, hereinafter called "Contractor."
2. This Contract will be **effective June 1, 2023 until May 31, 2024**, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Treatment Services** to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
  - a. Individual Counseling: \$110.00/hour
  - b. Family Counseling: \$120.00/hour
  - c. Group Therapy: \$35.00/hour
  - d. Mental Health Assessment: \$120.00/hour
  - e. EMDR: \$120.00/hour
  - f. Coaching: \$30.00/hour
  - g. Therapeutic Aid: \$50.00/hour
  - h. Court Testimony, authorized preparation time and report writing: \$90.00/hour

The amount to be expended pursuant to this Agreement shall **not exceed TWENTY-FIVE THOUSAND DOLLARS AND NO/CENTS (\$25,000)**. The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

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

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

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

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds

appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).

7. County agrees:

- a. To determine child eligibility.
- b. To provide Contractor with authorization regarding eligibility for a child or family as the basis for services to be purchased.
- c. To provide Contractor with referral information including name and address of family, social, medical and education information as appropriate to referral.
- d. To monitor the provision of contracted services.
- e. To pay Contractor after timely receipt of billing statements to Paragraph 8 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.

8. Contractor agrees:

- a. Not to assign any provision of this Contract to a subcontractor.
- b. Not to charge clients any fees related to services provided under this Contract.
- c. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
- d. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- e. To provide the service described herein at cost not greater than that charged to other persons in the same community.
- f. To submit a billing statement by the 5<sup>th</sup> working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two (2) months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g. To safeguard information and confidentiality of those serviced in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
- h. To provide County with reports on the provision of services as follows:
  - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
  - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment participation.
- i. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses

and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et. seq.*, C.R.S. , as amended.

- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

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

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

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

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

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

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**



PURCHASE OF SERVICE CONTRACT  
CORE SERVICES PROGRAM  
MENTAL HEALTH TREATMENT SERVICES  
JUNE 1, 2023 – MAY 31, 2024

1. THIS CONTRACT, made this 5 day of July, 2023, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Yampa Valley Psychotherapists, 2045 West Victory Way, Craig, Co 81625, hereinafter called "Contractor."
2. This Contract will be effective June 1, 2023 until May 31, 2024, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Treatment Services** to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
  - a. Individual Counseling: \$90.00/hour and \$45.00/half hour
  - b. Group Therapy: \$40.00/event
  - c. Family Counseling: \$105.00/event
  - d. Anger Evaluation: \$325.00/event
  - e. Court Testimony, authorized preparation time and report writing: \$90.00/hour

The amount to be expended pursuant to this Agreement shall not exceed FIVE THOUSAND DOLLARS AND NO 100/CENTS (\$5,000). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

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

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

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

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge



credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).

7. County agrees:

- a. To determine child eligibility.
- b. To provide Contractor with authorization regarding eligibility for a child or family as the basis for services to be purchased.
- c. To provide Contractor with referral information including name and address of family, social, medical and education information as appropriate to referral.
- d. To monitor the provision of contracted services.
- e. To pay Contractor after timely receipt of billing statements to Paragraph 8 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.

8. Contractor agrees:

- a. Not to assign any provision of this Contract to a subcontractor.
- b. Not to charge clients any fees related to services provided under this Contract.
- c. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
- d. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- e. To provide the service described herein at cost not greater than that charged to other persons in the same community.
- f. To submit a billing statement by the 5<sup>th</sup> working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two (2) months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g. To safeguard information and confidentiality of those serviced in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
- h. To provide County with reports on the provision of services as follows:
  - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
  - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment participation.
  - iii. Contractor will provide County with a printed, comprehensive test result for each test or evaluation that is billed for.
- i. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses

and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et. seq.*, C.R.S. , as amended.

- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

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

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

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

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

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

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

MOFFAT COUNTY DEPARTMENT  
OF HUMAN SERVICES

  
Kristin Grajeda, Director

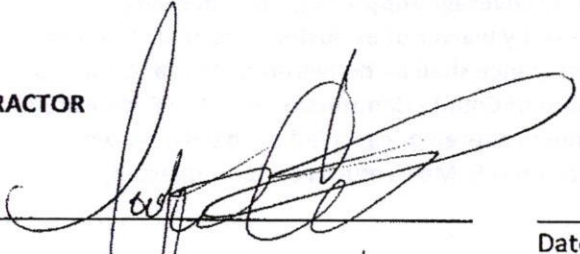
7/6/2023  
Date

MOFFAT COUNTY BOARD  
OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tony Bohrer, Chairperson

\_\_\_\_\_  
Date

CONTRACTOR

  
\_\_\_\_\_  
Jacqueline Chasen (print name)  
\_\_\_\_\_  
Owner (title)

July 5, 2023  
Date

STATE OF COLORADO )  
COUNTY OF Moffat ) ss.

Subscribed and affirmed to before me this 5<sup>th</sup> day of July, 2023, by  
(Contractor), Independent Contractor.

Witness my hand and seal.

My commission expires: Feb 8<sup>th</sup> 2027

  
\_\_\_\_\_  
Notary Public

**ADRIANA ALMARAZ**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20234005180  
MY COMMISSION EXPIRES FEBRUARY 8, 2027

**CONTRACT AMENDMENT NUMBER 1**

THIS CONTRACT AMENDMENT NUMBER 1 ("Amendment") is entered into by and between the Board of County Commissioners of Moffat County ("BOCC") and Julie S. Willems, d/b/a Exclusive Professional Support ("Consultant"), whose address is 100 N. Jackson St. Apt. #8, Viborg, SD 57070, and whose telephone number is 720-987-6618.

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

1. Effective Date of this Amendment. The effective date of this Amendment is upon approval of the BOCC.

2. Identification of Original Agreement. BOCC and Consultant entered into a written agreement dated December 15, 2022 (the "Agreement"), entitled "Agreement", concerning the following subject matter: Oil and Gas Valuation Specialist for the Moffat County Assessor. That Agreement is incorporated herein by reference. Except as amended herein, this Amendment is subject to the terms of said Agreement and any previous amendments referencing said Agreement.

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

Terms and conditions set forth in Paragraph 1 of Exhibit A of the Agreement shall be amended and Paragraph 2 of said Exhibit shall be stricken. The amended Paragraph 1 is as follows:

1. Base contract fee of \$24,000.00 divided equally over 12 months, January through August 2023, payable at \$2,000.00 per month as invoiced.

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

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

BOARD OF COUNTY COMMISSIONERS  
MOFFAT COUNTY, COLORADO

ATTEST:

By: \_\_\_\_\_  
Tony Bohrer, Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk to the Board

**CONSULTANT:** JULIE S. WILLEMS, d/b/a EXCLUSIVE PROFESSIONAL SUPPORT

By: \_\_\_\_\_  
(Signature of Authorized Signer)

\_\_\_\_\_  
(Print Name of Authorized Signer)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July, 2023, by Julie S. Willems.

\_\_\_\_\_  
Notary Public

## Letter Of Interest For Housing Authority Board

1016 E. 7th St | Craig, CO 81625 | 970-761-8006 | [shannon@ohadvocates.org](mailto:shannon@ohadvocates.org)

---

**May 9, 2023**

Moffat County Housing Authority Board  
633 Ledford Street  
Craig, CO 81625

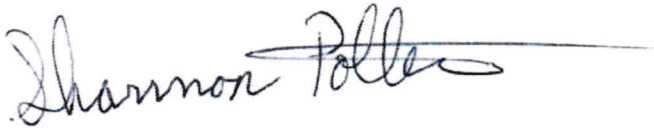
Dear Moffat County Housing Authority Board,

I am writing this letter to express my interest in the role of board member for the Moffat County Housing Authority Board. As a professional member of the community, I believe that my experience as a member of the Hope Pregnancy Center Board, my work within the elderly population and medical field, and as a current Victim Services Advocate that I would be an asset to the board.

I believe with my experience, I would be an ideal candidate for this role and position. I would like to cultivate change for those who struggle with housing disability. I would like to help implement community options, and would help support in finding affordable housing in our rural community.

Thank you for your consideration in such an important community role.

Shannon Potter

A handwritten signature in cursive script that reads "Shannon Potter". The signature is written in black ink and includes a long horizontal flourish extending to the right.

**Resolution 2023-72**

**WHEREAS**, the following owner of real estate in the County of Moffat, State of Colorado, to wit:

Chancey Caldwell and Rebecca Sage have petitioned this Board for vacation of the following described roadways in Moffat County:

An unimproved alley in the Townsite of Lay, Colorado lying between Rawson Avenue and Eddy Avenue.  
An unimproved street in the Townsite of Lay, Colorado Main Street Between Rawson Avenue and Eddy Avenue.

Located: Lots 20,21,22,23 and 24 all in block 6- Section 30, Township 7 North, Range 93 West of the 6th Principal Meridian, Moffat County, Colorado.

**AND WHEREAS**, notice has been properly served by legal notice giving the time and place for public hearing on the proposed vacation,

**AND WHEREAS**, it appears that the above-described roadway sought to be vacated lies entirely within the County of Moffat, and does not lie within any incorporated entity within the County of Moffat,

**AND WHEREAS**, it appears that there are no rights-of-way or easements presently in use across same which need to be reserved,

**NOW THEREFORE BE IT RESOLVED** that the above-described real property situated in the County of Moffat and State of Colorado be and the same is hereby vacated without reservations of any rights-of-way or easements.

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the Board of County Commissioners of Moffat County, Colorado on this 11<sup>th</sup> day of July, 2023.

BOARD OF COUNTY COMMISSIONERS  
MOFFAT COUNTY, COLORADO

\_\_\_\_\_  
Tony Bohrer, Chair

State of Colorado     )  
                                  ) ss.  
County of Moffat     )

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

Witness my hand and the seal of said County this 11<sup>th</sup> day of July, 2023.

By: \_\_\_\_\_  
Deputy Clerk



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

RV-23-01

Fee: \$50.00  
Date Paid 5/8/2023

✓#107

**APPLICATION FOR ROAD/ALLEY VACATION**

Applicant: CHANCEY CALDWELL, REBECCA SAGE Phone #: 970 829-0723  
970 237-0133

Email Address: chancey332@gmail.com, sagebecca@yahoo.com

Address: 520 MCOY STREET CRAIG, CO 81625 - PROPERTY ADDRESS TBD

Legal description of Applicant's Property:  
Lots 20, 21, 22, 23 and 24 ALL in Block 6 of THE TOWNSITE OF LAY

Proposed Roads/Alleys to Vacate:

MAIN STREET BETWEEN RAWSON AVE AND EDDY AVENUE

EAST ALLEY BETWEEN RAWSON AVENUE AND EDDY AVENUE

List the names and addresses of adjacent property owners within a 200 foot perimeter, according to the Moffat County Assessor's Office tax rolls.

NAME

ADDRESS

WELCH, KENNY D

71794 W HWY 40 CRAIG, CO 81625

KAMA INVESTMENTS, LLC

3353 CR 64 CRAIG, CO 81625

✓ GALLOWAY, KERMIT

18129 BRANDONVILLE PIKE  
BRUGETON MILLS, WV 26525

BRANNON, GARY A &  
DIANE L

506 YAMPA AVE CRAIG, CO. 81625

Include a map drawn to scale, showing the location of the property and roads and/or alleys to be vacated.

The below signature hereby authorizes the Moffat County Planning Director to conduct an on-site inspection of the property described herein when necessary to make an informed evaluation of the proposed road/alley vacation.

**Submitting Application**

Application, maps and accompanying textual documents must be turned in to the Planning Department 21 days before the next Board of County Commissioner's Meeting on the second Tuesday of each month. A notice of the hearing will be mailed to all adjacent landowners and will be advertised in the Legal Section of the Craig Daily Press. It is required that the applicant attend the Board of County Commissioner's meeting.

Applicant Signature: *Cunningham* *Rebecca Sage* Date: 5-5-23

**BOARD OF COUNTY COMMISSIONERS ACTION:**

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

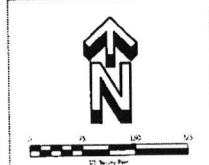
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman, County Commissioners

\_\_\_\_\_  
Date



EPG & ASSOCIATE  
PROFESSIONAL LAND SURVEYORS  
133 1/2 Avenue W-6  
P.O. Box 1412 Ft. Collins, CO 80522  
Phone: 970-225-8228  
Fax: 970-225-8227



| Explanation |                                      |
|-------------|--------------------------------------|
| ○           | Found No. Marker                     |
| □           | Found 1/4 Corner (Survey 10/11/1905) |
| ◇           | Found 1/4 Corner (Survey 10/11/1905) |
| △           | Found 1/4 Corner (Survey 10/11/1905) |
| +           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊕           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊗           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊙           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊚           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊛           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊜           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊝           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊞           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊠           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊡           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊣           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊥           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊦           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊧           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊩           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊫           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊭           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊮           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊰           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊱           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊲           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊳           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊴           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊵           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊶           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊷           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊸           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊹           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊺           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊻           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊼           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊽           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊾           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊿           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊠           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊡           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊣           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊥           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊦           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊧           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊩           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊫           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊭           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊮           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊰           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊱           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊲           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊳           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊴           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊵           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊶           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊷           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊸           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊹           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊺           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊻           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊼           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊽           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊾           | Found 1/4 Corner (Survey 10/11/1905) |
| ⊿           | Found 1/4 Corner (Survey 10/11/1905) |

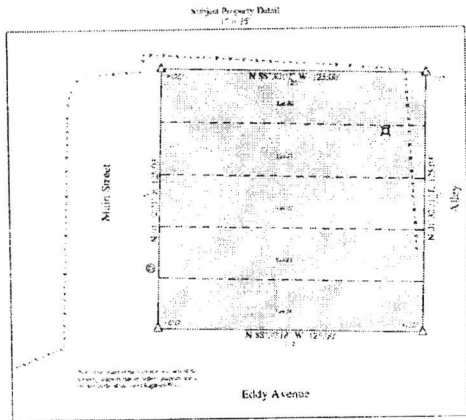
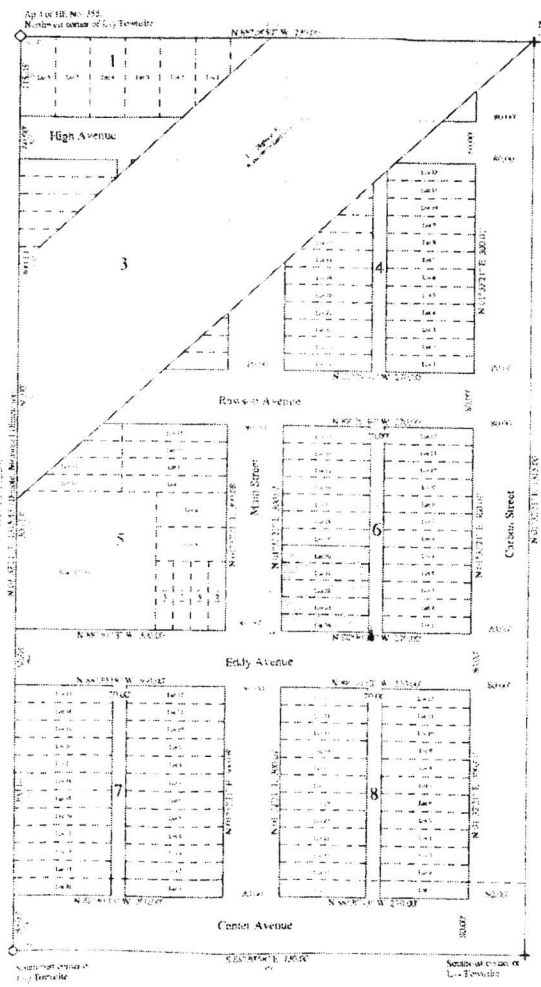
**Property Description**  
Situated in the County of Moffat, State of Colorado:  
Lots 20, 21, 22, 23 and 24 ALL in Block 6 of THE TOWNSITE OF LAY, according to the Plat thereof filed December 30, 1918 as Map, #349.

# Land Survey Plat

**TBD**  
**Lay, CO 81625**

|             |                     |
|-------------|---------------------|
| Section     | 31                  |
| Township    | 8N                  |
| Range       | 59W                 |
| Subdivision | THE TOWNSITE OF LAY |
| Lot         | 24                  |
| Block       | 6                   |
| City        | Lay                 |
| County      | Moffat              |

|          |            |       |   |
|----------|------------|-------|---|
| Scale    | 1" = 25'   | Sheet | 1 |
| Map No.  | 1021114-01 |       |   |
| Locality | ME         |       |   |
| Date     | 11/22/23   | of    | 1 |



**Note**  
1. The survey was made by the use of a Leica Total Station and a Leica GNSS receiver.  
2. The survey was made in accordance with the Colorado Surveying Act of 1909.  
3. The survey was made in accordance with the Colorado Surveying Act of 1909.  
4. The survey was made in accordance with the Colorado Surveying Act of 1909.  
5. The survey was made in accordance with the Colorado Surveying Act of 1909.  
6. The survey was made in accordance with the Colorado Surveying Act of 1909.  
7. The survey was made in accordance with the Colorado Surveying Act of 1909.  
8. The survey was made in accordance with the Colorado Surveying Act of 1909.  
9. The survey was made in accordance with the Colorado Surveying Act of 1909.  
10. The survey was made in accordance with the Colorado Surveying Act of 1909.

**Surveyor's Certificate**

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original survey plat as the same appears on the records of the County of Moffat, State of Colorado.



Witness my hand and the seal of my office this 11th day of November, 2023.

065330305002  
5003

531 00 RD 174 CRAIG CO  
(LAY)



# Clerk & Recorder

---

*Stacy Morgan, Clerk & Recorder*

Angel Nicolas Inc. has applied for a Special Events Liquor License for a dance at the Moffat County Ice Arena, being held at Loudy-Simpson Park, on July 14th, 2023. Liquor will be served between the hours of 9:00 p.m. until 2:00 a.m.

Notice for the Special Events Liquor License was posted at least 10 days prior to this hearing, per C.R.S. 44-5-106.

## Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> APELE                              | <input type="checkbox"/> Ethnologic Institution             |
| <input type="checkbox"/> Fraternal         | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate                |
| <input type="checkbox"/> Patriotic         | <input type="checkbox"/> National Organization or Society   | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political         | <input type="checkbox"/> Religious Institution              |   |

W

|   |  |
|---|--|
| LTAB Type of Special Event Applicant is Applying for:<br>2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor<br>2170 <input type="checkbox"/> Fermented Malt Beverage | <b>DO NOT WRITE IN THIS SPACE</b><br>Liquor Permit Number: |
|---|--|

1. Name of Applicant Organization or Political Candidate: **Angel Nicolas Inc** State Sales Tax Number (Required):

|  |  |
|--|--|
| 2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)<br><b>15650 E. Purdue Dr<br/>                 Aurora, CO 80013</b> | 3. Address of Place to Have Special Event (include street, city/town and ZIP)<br><b>Moffat County Ice Arena<br/>                 1009 S. Ranney ST<br/>                 Craig CO 81625</b> |
|--|--|

4. Authorized Representative of Qualifying Organization or Political Candidate: **Angel Pedemonte**  
 Date of Birth: [Redacted] Phone Number: **720 315 3734**  
 Authorized Representative's Mailing Address (if different than address provided in Question 2.): **Same**

5. Event Manager: **Saul Hernandez**  
 Date of Birth: **12/31/1975** Phone Number: **719-293-4064**  
 Event Manager Home Address (Street, City, State, ZIP): **Po Box 3115 Avon CO 81620**  
 Email Address of Event Manager: **Saulhern75@gmail.com**

6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?  
 No  Yes How many days? \_\_\_\_\_

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?  
 No  Yes License Number \_\_\_\_\_

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?  Yes  No

List Below the Exact Date(s) for Which Application is Being Made for Permit

| Date              | Hours From | Hours To  | Date | Hours From | Hours To | Date | Hours From | Hours To | Date | Hours From | Hours To |
|-------------------|------------|-----------|------|------------|----------|------|------------|----------|------|------------|----------|
| <b>07/14/2023</b> |            |           |      |            |          |      |            |          |      |            |          |
|                   | 9:00 p.m.  | 2:00 a.m. |      |            |          |      |            |          |      |            |          |
|                   |            |           |      |            |          |      |            |          |      |            |          |
|                   |            |           |      |            |          |      |            |          |      |            |          |
|                   |            |           |      |            |          |      |            |          |      |            |          |

**Oath of Applicant**

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature: **Angel Pedemonte** Title: **President** Date: **5/24/23**

**Report and Approval of Local Licensing Authority (City or County)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County): **Moffat County**  
 City  County Telephone Number of City/County Clerk: **970-824-9123**  
 Signature: **Stacy Morgan** Title: **Clerk & Recorder** Date: **6-22-23**

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

| Liability Information  |                |            |       |
|------------------------|----------------|------------|-------|
| License Account Number | Liability Date | State      | Total |
|                        |                | -750 (999) | \$    |

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

ANGEL NICOLAS INC

is a

Nonprofit Corporation

formed or registered on 01/16/2020 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20201042472 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/28/2023 that have been posted, and by documents delivered to this office electronically through 05/01/2023 @ 15:35:05 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/01/2023 @ 15:35:05 in accordance with applicable law. This certificate is assigned Confirmation Number 14925305 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

# MOFFAT COUNTY SPECIAL EVENTS PERMIT

**MALT, VINOUS & SPIRITUOUS LIQUOR  
VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION**

**ANGEL NICOLAS INC  
MOFFAT COUNTY ICE ARENA  
600 S RANNEY ST  
CRAIG, CO 81625**

**DATE: JULY 14, 2023 Time: 9:00 p.m. to 2:00 a.m.**

**FEE: \$100.00**

**SPECIAL EVENTS LICENSE #2023-02**

*This permit is issued subject to the laws of the State of Colorado and especially under the provisions of TITLE 44, ARTICLE 5, C.R.S. This permit is non-transferable. It is issued only for the specific location described above, and must be conspicuously posted at that location. In testimony whereof, I have hereunto set my hand and seal on the 11th day of July, 2023.*

Signed: \_\_\_\_\_

Chair/BOCC

\_\_\_\_\_

County Clerk



# Clerk & Recorder

---

*Stacy Morgan, Clerk & Recorder*

VFW Post #4265 has applied for a Special Events Liquor License for the Moffat County Balloon Festival, being held at Loudy-Simpson Park, on August 5th, 2023. Liquor will be served between 8:00 a.m. until 9:00 p.m.

Notice for the Special Events Liquor License was posted at least 10 days prior to this hearing, per C.R.S. 44-5-106.

## Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Social               | <input type="checkbox"/> Athletic                           | <input type="checkbox"/> Philanthropic Institution          |
| <input type="checkbox"/> Fraternal            | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate                |
| <input checked="" type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society   | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political            | <input type="checkbox"/> Religious Institution              |   |

|  |                                   |
|--|-----------------------------------|
| <b>LIAB</b> Type of Special Event Applicant is Applying for:                     | <b>DO NOT WRITE IN THIS SPACE</b> |
| 2110 <input type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day | Liquor Permit Number              |
| 2170 <input checked="" type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day |                                   |

|  |                                   |
|--|-----------------------------------|
| 1. Name of Applicant Organization or Political Candidate<br><b>VFW Post 4265</b> | State Sales Tax Number (Required) |
|--|-----------------------------------|

|   |   |
|---|---|
| 2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)<br><b>419 E. Victory Way,<br/>Craig, CO 81625</b> | 3. Address of Place to Have Special Event (include street, city/town and ZIP) <b>Louidy Simpson Park<br/>600 S. Ranney St<br/>Craig, Colo 81625</b> |
|---|---|

|  |                                    |                                     |
|--|------------------------------------|-------------------------------------|
| 4. Authorized Representative of Qualifying Organization or Political Candidate<br><b>Jesse J. Larsen</b> | Date of Birth<br><b>02/14/1985</b> | Phone Number<br><b>970-761-0374</b> |
|--|------------------------------------|-------------------------------------|

Authorized Representative's Mailing Address, (if different than address provided in Question 2.)  
**1085 Washington St., Craig, CO 81625**

|   |                                 |                                     |
|---|---------------------------------|-------------------------------------|
| 5. Event Manager<br><b>RANON LOOPEL</b> | Date of Birth<br><b>3/11/99</b> | Phone Number<br><b>970-629-0654</b> |
|---|---------------------------------|-------------------------------------|

|  |  |
|--|--|
| Event Manager Home Address (Street, City, State, ZIP)<br><b>895 SCRIMIAN AVE</b> | Email Address of Event Manager<br><b>ELKRUN@NNOYAN.COM</b> |
|--|--|

|   |   |
|---|---|
| 6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?<br><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____ | 7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?<br><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____ |
|---|---|

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?  Yes  No

List Below the Exact Date(s) for Which Application is Being Made for Permit

| Date              | Hours | From       | To         | Date | Hours | From | To | Date | Hours | From | To | Date | Hours | From | To |
|-------------------|-------|------------|------------|------|-------|------|----|------|-------|------|----|------|-------|------|----|
| <b>08/05/2023</b> |       | <b>8am</b> | <b>9pm</b> |      |       |      |    |      |       |      |    |      |       |      |    |
|                   |       |            |            |      |       |      |    |      |       |      |    |      |       |      |    |
|                   |       |            |            |      |       |      |    |      |       |      |    |      |       |      |    |
|                   |       |            |            |      |       |      |    |      |       |      |    |      |       |      |    |

**Oath of Applicant**

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

|                                     |                           |                           |
|-------------------------------------|---------------------------|---------------------------|
| Signature<br><b>Jesse J. Larsen</b> | Title<br><b>Commander</b> | Date<br><b>06/07/2023</b> |
|-------------------------------------|---------------------------|---------------------------|

**Report and Approval of Local Licensing Authority (City or County)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.  
**THEREFORE, THIS APPLICATION IS APPROVED.**

|   |   |  |
|---|---|--|
| Local Licensing Authority (City or County)<br><b>Moffat</b> | <input type="checkbox"/> City<br><input checked="" type="checkbox"/> County | Telephone Number of City/County Clerk<br><b>970-824-9123</b> |
|---|---|--|

|                                    |                                      |                        |
|------------------------------------|--------------------------------------|------------------------|
| Signature<br><b>Stacy M Progan</b> | Title<br><b>Clerk &amp; Recorder</b> | Date<br><b>6-22-23</b> |
|------------------------------------|--------------------------------------|------------------------|

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

| Liability Information  |                |            |       |
|------------------------|----------------|------------|-------|
| License Account Number | Liability Date | State      | Total |
|                        |                | -750 (999) | \$ .  |

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

SAMUEL HAVENGA, JR., POST NUMBER 4265, VETERANS OF FOREIGN WARS OF THE UNITED STATES

is a

Nonprofit Corporation

formed or registered on 06/02/1947 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871112778 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/10/2023 that have been posted, and by documents delivered to this office electronically through 05/11/2023 @ 13:57:35 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/11/2023 @ 13:57:35 in accordance with applicable law. This certificate is assigned Confirmation Number 14956280 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



# MOFFAT COUNTY SPECIAL EVENTS PERMIT

**MALT, VINOUS & SPIRITUOUS LIQUOR  
VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION**

**VFW POST #4265  
LOUDY-SIMPSON PARK  
600 S RANNEY ST  
CRAIG, CO 81625**

**DATE: AUGUST 5, 2023 Time: 8:00 a.m. to 9:00 p.m.**

**FEE: \$100.00**

**SPECIAL EVENTS LICENSE #2023-01**

*This permit is issued subject to the laws of the State of Colorado and especially under the provisions of TITLE 44, ARTICLE 5, C.R.S. This permit is non-transferable. It is issued only for the specific location described above, and must be conspicuously posted at that location. In testimony whereof, I have hereunto set my hand and seal on the 11th day of July, 2023.*

Signed: \_\_\_\_\_

Chair/BOCC

\_\_\_\_\_

County Clerk