

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS
1198 W. Victory Way Craig, Colorado 81625
(970) 824-5517

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, July 23, 2024

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) July 9 (pgs 3-5); June 26 – Executive Session (pg 6)

Resolutions:

- b) 2024-77: Payroll (pg 7)
- c) 2024-78: Transfer of Intergovernment Funds (pg 8)
- d) 2024-79: Accounts Payable (pg 9)
- e) 2024-80: P-Card Payments (pg 10)
- f) 2024-81: Colorado Open Records Act (CORA) fee update (pgs 11-15)

Contracts & Reports:

- g) Moffat County Attorney Employment Contract (pgs 16-20)
- h) Treasurer's Report(s) (pgs 21-24)
- i) Department of Public Health Service Agreement w/Memorial Regional Health re:
Communicable Disease Screening and Diagnostic Testing (pgs 25-27)
- j) Department of Human Services Substance Abuse Treatment Services contract w/PROCOM
(pgs 28-31)
- k) Operation & Maintenance Plan w/Forest Service for Freeman Reservoir Campground
(pg 32-74)
- l) Ratify:
 - POST Grant (pg 75 & 76)
 - Election Improvement/Security Grant (pg 77-79)
 - Credit Applications:
 - KLS Equipment Leasing (pg 80)
 - American Made Liner Systems (pg 81)

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



5:27 PM 7/22/2024

Public Comment/General Discussion:

8:45 am

Public Hearing:

- 1) Finance Department - Cathy Nielson & Heather Brumblow
 - July Budget Supplemental (Resolution 2024-74) (pgs 82-91)
- 2) Clerk & Recorder's Office – Stacy Morgan
 - Special Event Liquor License: Moffat County Balloon Fest (pgs 92-94)

Staff Reports:

- 3) Office of Emergency Management – Todd Wheeler
 - Resolution 2024 – 82: Resolution Establishing Moffat County as a Local Authorizing Authority for Emergency Medical Services, Establishing Ambulance Service Areas, and Adopting Rules Surrounding Authorization (pgs 95-114)

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/K5r4pEgyfUg?feature=share>

OR

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

Adjournment

The next scheduled BOCC meeting will be Tuesday, August 13, 2024 - 8:30 am

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

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



5:27 PM 7/22/2024

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

July 9, 2024

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Erin Miller, Deputy Clerk & Recorder; Candace Miller; Rebecca Tyree; Angie Boss; Garry Rhoden; Rachel Bower; Tracy Winder; Jim Howell; Beverly Rave; Allison Anthony; Chris Brannan; Chris Nichols; Jeff Comstock; KC Hume

**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. Villard seconded the motion. Motion carried 3-0.

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

- a) June 25; June 20 – Special Meeting
- b) June 25 – Board of Public Health

Resolutions:

- c) 2024-71: Correction Resolution
- d) 2024-72: Voided Warrants
- e) 2024-73: Payroll
- f) 2024-75: Accounts Payable

Contracts & Reports:

- g) Department of Human Services/Core Services Program/Substance Abuse Treatment Services contract w/The Place I Go
- h) Ratify Court Security Grant Award
- i) CO Youth Detention Continuum sub-grantee agreement
- j) Quarterly Discharge Monitoring Report: Limestone Pit # 10

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

Public Comment/General Discussion:

Allison Anthony thanked the commissioners for standing up against the State's latest attempt to infringe on our 2nd Amendment rights by passing the resolution put forth this morning.

Chris Brannan commented on the bad condition of the county road up on Douglas Mountain.

Board of County Commissioners

Resolution 2024-76: Resolution Permitting the Lawful Possession of Firearms in Facilities Owned, Operated, and Controlled by Moffat County, Colorado (see attached)

Commissioner Villard explained that this resolution is in response to Senate Bill 2024-131, which makes it a Class 1 misdemeanor to carry a firearm in certain “sensitive places” as defined in the bill. These “sensitive places” include, "on the property or within any building in which the chambers or galleries of a local government's governing body are located, a meeting of a local government's governing body is being conducted, or the official office of any elected member of a local government's governing body or of the chief executive officer of a local government is located.". Villard stated that this could be interpreted as any area within a certain proximity to the courthouse. This bill would not change how anyone that is illegally using a firearm would use it.

Moffat County has chosen to opt out of participation with this Bill. This does not include the secure portion of the courthouse.

Villard moved to approve **Resolution 2024-76: Resolution Permitting the Lawful Possession of Firearms in Facilities Owned, Operated, and Controlled by Moffat County, Colorado**. Broom seconded the motion. Motion carried 3-0.

Bohrer reminded everyone about participating in the Public Utilities Commission hearing at the High School, tonight from 3-7 pm. The PUC will have the final say on our community's settlement agreement with Tri-State.

Today is the last commissioner meeting for County Attorney, Rebecca Tyree. She is retiring after 12 years with the County. The Commissioners thanked her for all of her work.

8:45 am

Public Hearing:

Planning & Zoning – Candace Miller

- Steele Re-Subdivision Application RS 24-02 (see attached)

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

Miller presented the application for the **Steele Re-Subdivision Application RS 24-02**. This is actually the second subdivision of these lots. The Planning & Zoning Commission approved the application with no reservations.

The BCC asked questions about the lot splits, and water/well availability.

There was no testimony either for or against.

Broom moved to approve the **Steele Re-Subdivision Application RS 24-02 of Wildlife Estates #2, Parcels A, B & C**. Villard seconded the motion. Motion carried 3-0.

Staff Reports:

Human Resources Department – Rachel Bower

- Present employment offer for County Attorney position (see attached)

Since County Attorney, Rebecca Tyree, is retiring, two interviews were held on July 1 with George Hypolite and Garry Rhoden. Bower asked the Board for permission to enter into negotiations with their choice of candidate. Bohrer explained that while both candidates were equally as qualified, one lived in the Front Range, but willing to relocate; the other already resides here, understands the area and has a bit more work experience with what the County would need.

Villard moved to instruct Rachel Bower to negotiate with Garry Rhoden for the County Attorney position at a Grade 16 salary level. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 8:57 am

The next scheduled BOCC meeting is Tuesday, July 23, 2024

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

June 26, 2024 – Special Meeting
Executive Session

In attendance: Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Rebecca Tyree; Jeff Comstock; Laura Chartrand & KC Cunilio (ZOOM)

Commissioner Bohrer was out of town

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

This possible Executive Session is pursuant to CRS 24-6-402(4) (e): Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators concerning the Public Utilities Commission in connection with the Tri-State Electric Resource Planning proceeding, specifically to discuss settlement with regard to this issue.

Villard asked to entertain a motion to enter into Executive Session pursuant to CRS 24-6-402(4) (e): Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators concerning the PUC in connection with the Tri-State ERP Proceeding, specifically to discuss settlement with regard to this issue. Broom so moved. Villard seconded the motion. Motion carried 2-0.

In Executive Session, Cunilio & Chartrand (contract attorneys representing Moffat County & the City of Craig in these negotiations) explained the process that Tri-State would be going through to file the Settlement Agreement with the Public Utilities Commission.

Villard asked to entertain a motion to come out of Executive Session and return to the open meeting. Broom so moved. Villard seconded the motion. Motion carried 2-0. No action was taken in Executive Session.

Broom made a motion to authorize Commissioner Villard to execute necessary settlement agreements concerning the Public Utilities Commission in connection with the Tri-State Electric Resource Planning proceedings. Villard seconded the motion. Motion carried 2-0.

Meeting adjourned at 3:13 pm

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2024-77
 PAYMENT OF PAYROLL WARRANTS
 Payroll Ending 7/6/2024

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 7/19/2024

FROM FUND:			
General	0010.7000	\$280,766.89	cr
Road & Bridge	0020.7000	\$174,946.28	cr
Landfill	0070.7000	\$16,363.60	cr
Airport	0120.7000	\$791.51	cr
Library	0130.7001	\$11,583.78	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$6,967.48	cr
Mo Co Tourism	0320.7000	\$3,505.91	cr
PSC Jail	0072.7000	\$63,174.17	cr
Human Services	0030.7100	\$62,669.30	cr
Public Health	0065.7000	\$13,552.56	cr
SM I	0168.7000	\$4,401.70	cr
SM II	0169.7000	\$5,036.47	cr
TO FUND:			
Warrant	0100.1000	\$643,759.65	dr

Adopted this _____ day of _____ A.D. 2024

 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 2024-78
 TRANSFER OF INTERGOVERNMENT FUNDS
 FOR THE MONTH OF JULY 2024

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

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

<i>From: (Fund)(CREDIT)</i>	<i>Amount</i>	<i>To: (Fund) (DEBIT)</i>	<i>Amount</i>
PUBLIC HEALTH	42.86	GENERAL	42.86
TOTALS	<u><u>\$ 42.86</u></u>	TOTALS	<u><u>\$ 42.86</u></u>

Adopted this 23rd day of July, A.D. 2024

Chairman

COUNTY OF MOFFAT)
)ss

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 23rd day of July, A.D. 2024

Clerk & Recorder

RESOLUTION 2024-79
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JULY 2024

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:	7/23/2024		
General	110	<u>\$127,968.08</u>	CR	0010.7000
Road & Bridge	200	<u>\$47,833.45</u>	CR	0020.7000
Landfill	240	<u>\$24,991.08</u>	CR	0070.7000
Airport	260	<u>\$34.00</u>	CR	0120.7000
Emergency 911	270	<u>\$452.56</u>	CR	0350.7000
Capital Projects	510	<u>\$4,884.00</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$2,162.50</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$1,200.00</u>	CR	0280.7000
Health & Welfare	720	<u>\$78,993.37</u>	CR	0080.7000
Senior Citizens	215	<u>\$2,034.77</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>\$26.84</u>	CR	0320.7000
PSC - JAIL	210	<u>\$22,298.30</u>	CR	0072.7000
Human Sevices	220	<u>\$2,139.81</u>	CR	0030.7100
Public Health	250	<u>\$5,257.99</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$10,404.02</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$14,800.43</u>	CR	0169.7000
Sunset Meadows II Security	920	<u>\$284.43</u>	CR	0171.7000
ACET	275	<u>\$4,500.00</u>	CR	0040.7000
Shadow Mountain LID	530	<u>\$26.00</u>	CR	0110.7000
MC Local Marketing District	231	<u>\$60,586.38</u>	CR	0050.7000
To Fund				
Warrant		<u>\$410,878.01</u>	DR	

Adopted this 23rd day of July, 2024

Chairman

RESOLUTION 2024-80
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JULY 2024

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:	7/23/2024		
General	110	\$21,668.33	CR	0010.7000
Road & Bridge	200	\$3,505.95	CR	0020.7000
Landfill	240	\$498.92	CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	\$3,112.84	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	\$107.07	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	\$1,448.16	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	\$817.53	CR	0166.7000
Mo Co Tourism Assoc	219	\$2,454.21	CR	0320.7000
PSC - JAIL	210	\$4,609.30	CR	0072.7000
Human Sevices	220	\$1,285.96	CR	0030.7100
Public Health	250	\$4,274.30	CR	0065.7000
Sunset Meadows I	910	\$1,900.77	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	\$2,036.95	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	\$927.22	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		\$48,647.51	DR	

Adopted this 23rd day of July, 2024

Chairman

RESOLUTION NO. 2024 - 81

(Rescinding Moffat County Resolution 2023-31)

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

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

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

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

WHEREAS, § 24-72-205(6)(b), C.R.S. provides that the maximum hourly fee for the research and retrieval of public records may be adjusted for inflation. Effective on July 1, 2024, the maximum hourly rate was increased to \$41.37 per hour after the first hour expended in connection with the research and retrieval of public records; and

WHEREAS, it is appropriate and necessary for Moffat County Resolution No. 2023 – 31 to be rescinded with the adoption of this Resolution; and

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

NOW, THEREFORE, BE IT RESOLVED:

Moffat County Resolution No. 2023 – 31 is hereby rescinded. The Moffat County Open Records Rules are adopted as set forth on **Exhibit “A”** attached hereto and incorporated herein by this reference. Nothing contained in such rules shall be deemed to modify or otherwise impose additional requirements upon the custodian of records than is required by C.R.S. § 24-72-201, *et seq.* (Colorado Open Records Act).

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

Adopted and effective this 23rd day of July, 2024.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Tony Bohrer, Chair

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT)

I, Erin Miller, the Deputy County Clerk and Ex-Officio to the 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 Moffat County Board of County Commissioners on the date stated.

(SEAL) By: _____
Erin Miller, Deputy Clerk and Ex-Officio to the Moffat County Board of County Commissioners, Moffat County, State of CO

EXHIBIT "A"
MOFFAT COUNTY RELEASE OF PUBLIC RECORD RULES

I. PROCEDURE.

A. Pursuant to the Colorado Open Records Act ("CORA"), § 24-72-201, *et seq.* and Resolution 2024-81, the County has determined that an official request form be used by members of the public who request public records. This promotes the efficient handling of public records requests. The Public Records Request Form (*Attachment 1*) should be used by all parties making an open records request to a County Office or Department. The custodian of records may waive the use of the Public Records Request Form, but any such waiver should be uniform and consistent for all parties in similar circumstances.

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

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

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

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

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

II. FEES.

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

B. Staff Time: When County employees must expend time to research, redact, retrieve, review, supervise, copy, process or otherwise take time away from their normally assigned duties in response to an Open Records request, such employee's time shall be payable by the requesting party. Such time shall be billed at forty-one dollars and thirty-seven cents (\$41.37) per hour, unless the elected official or department head has set a lower hourly rate. No staff time shall be billed for the expenditure of time of one (1) hour or less.

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

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

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

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

III. DELIVERY/INSPECTION OF RECORDS.

A. If no copies of public records are requested, but rather the individual or organization desires to inspect the public records, the custodian shall set the location where the records may be viewed. In no event shall a requesting party remove documents or add documents to those provided for review. The requesting party shall not bring and shall not use cell phones, cameras, photocopiers, fax machines or any other copy, scanning, photography or reproduction device to copy public records. Upon completion of the review, the requesting party may mark the pages they wish to have copied with removable adhesive tabs. Copies will be made at a later time, depending upon volume and the requesting party will be notified when the copies are available for pick-up, at which time the requesting party shall pay all required fees.

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

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

IV. ELECTRONIC/DIGITAL INFORMATION, DATA AND RECORDS.

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

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

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

1. Concludes it is not technologically or practically feasible to produce a copy of the requested information in a searchable or structured format, or

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

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

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

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

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



REQUEST FOR RECORDS PURSUANT TO THE COLORADO OPEN RECORDS ACT

Name: _____
(Full Name)

Date of Request: _____

Phone No. (daytime): (_____) _____
Area Code

Address: _____
Physical and/or Mailing address

Your Email Address: _____

City / State / Zip Code

Specific Description of the Record Desired: _____

If you are requesting for search(es) of email, please provide email address(es) and dates to be searched in the table below:

Search #:	Email address "From":	Email address "To":	Dates to be Searched:	Keywords to Searched:
Search # 1				
Search # 2				

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

Signature

Please return completed form to:
Moffat County Attorney's Office, 1198 W. Victory Way, Ste. 202, Craig, CO 81625
OR fax it to: 970-826-3408

***Pursuant to Resolution # 2024 - 81*

Public: Twenty-five cents (\$0.25) per standard page or a fee not to exceed the actual cost of providing a copy, printout or photography of a public record in a format other than a standard page, or the fee established by department, office or board, whichever is less.

STAFF TIME: When County Employees must expend time to research, redact, retrieve, review, supervise, copy, process, or otherwise take time away from their normally assigned duties in response to this Open Records Request, such employee's time shall be payable by the requesting party and billed at **\$41.37 per hour**, unless the elected official or department head has set a lower hourly rate. No staff time shall be billed for the expenditure of time of one (1) hour or less.

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

Date & Time Received: _____

Date & Time Due: _____

Response Date: _____

Response Time: _____

Method of Delivery: _____

Number of Pages: _____

Amount Paid: \$ _____

By: _____

Deposit Required: _____

Denial of Request and Basis of Denial: _____

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

COUNTY ATTORNEY EMPLOYMENT CONTRACT

The County of Moffat County, Colorado (“County”) employs Garry Rhoden, attorney-at-law, as the County Attorney for Moffat County, Colorado, effective as of the date all parties sign this Contract. Garry Rhoden, Colorado Supreme Court registration number 54769 (“County Attorney”) agrees to serve as the County’s Attorney, in accordance with the terms hereof.

Duties of the County Attorney.

1. The County Attorney agrees to be the legal advisor and legal representative of the County, subject to the lawful direction of a majority of the County’s Board of County Commissioners.
2. The County Attorney shall scrupulously abide by the terms of this contract, the ordinances and resolutions of the County, the County Charter and the applicable statutes and Constitution of the State of Colorado.
3.
 - a. The County Attorney is an at-will employee of the County; County cannot “un-appoint” the County Attorney except for cause, but can, without cause, terminate the employment relationship between the County and the County Attorney.
 - b. The County Attorney shall provide an average of 16-20 hours of attorney services per week to the County, although all parties understand that the time of the County Attorney will fluctuate on a weekly basis given the needs of the County at that time.
 - c. The County Attorney will keep track of his time, specifying the work performed and person(s) and issues involved and shall provide a report of same to the Human Resources Director each month, no later than the 15th day of each month. The County Attorney shall also track all expenses and reimbursables, and provide copies of invoices, receipts, *etc.*, as directed by the Human Resources Director, upon request.
4. Examples of regular duties to be performed by the County Attorney are:
 - a. To represent, or supervise the representation of, the County (which includes all of its employees, boards, commissions, and the County Board of County Commissioners) in all legal and administrative proceedings;
 - b. Draft or review drafts prepared by others of all County ordinances and resolutions;
 - d. Attend meetings of the County Board of County Commissioners, as directed by the Board of County Commissioners;
 - e. Advise all County departments, unless otherwise directed by the Board of County Commissioners;
 - f. Coordinate with the County’s insurance carrier(s) regarding all claims against the County, and regularly update the Board of County Commissioners as directed;
 - g. Notify the Board of County Commissioners when the County Attorney learns of, or suspects, any violation of any County ordinance, policy, or other applicable law;
 - h. Advise the Board of County Commissioners of any legal issues and any other concerns that may arise in the scope of his employment.
 - i. The County Attorney will also perform and provide such other legally permissible duties and functions as directed by the Board of County Commissioners.

5. Hours.

a. The County Attorney is expected to perform his County work at the Office of the County Attorney at the Moffat County Courthouse, although the parties understand that this may not be possible each and every day depending on the County Attorney's health, private practice obligations, and/or weather conditions. The parties agree that the County Attorney's house will generally be in the office from 1 p.m.-5 p.m., Monday-Thursday, although the parties understand that the duties of the County Attorney may require work outside these hours either in the offices of the County or outside the offices of the County. The parties also recognize and agree that there may be occasion where the County Attorney may be unavailable to be in the office due to obligations in his private practice (i.e. scheduled trials or mediation); under these circumstances, the County Attorney will inform the County about these scheduled events in advance so the parties can make appropriate accommodations for times the County Attorney is unavailable.

Compensation. Benefits. Term. Conditions. Resignation.

6. a. The County Attorney position is that of an exempt County employee, with a gross annual salary of \$93,240, payable at the first of every month, which is Step 2 on the County's 16E grade salary table. The County Attorney's salary will be increased on his annual anniversary date by a step increase in effect at the time.
- b. As a part-time employee, the County will provide the County Attorney with the benefits specified on **Exhibit A**, attached hereto, i.e., the medical/dental/ vision benefits received by full-time, non-exempt County employees, including the County's UC Health Clinic located at the Moffat County Courthouse.
- c. The County Attorney may participate in the County's 457 retirement program just as is any full-time employee of the County, currently with AIG Retirement Services. After one year, the County Attorney may participate in all other retirement programs offered through the County.
- d. The County Attorney serves at the pleasure of the Board of County Commissioners; the Board of County Commissioners may terminate Garry Rhoden as the County Attorney at any time, with no reason or cause being stated, subject only to constitutional limitations.
- e. The County Attorney is an exempt employee, for purposes of state and federal labor laws.
- f. The County will provide an equipped office, adequate supplies, and staff support as directed by the Board of County Commissioners. In addition, the County agrees to provide the County Attorney a county issued cell phone and a county issued Mac Book to be used by the County Attorney.
- g. The County will also add up to 40 hours of comp time per year for the County Attorney as an exempt employee in the event that the County Attorney works over 80 hours in a given month. If the County Attorney banks 40 hours of comp time the County agrees to extend the amount of comp hours to 80 hours.
- h. If the County requires more than 80 hours of County Attorney work within a calendar month, the County Attorney will bring the issue to the attention of the Board of County Commissioners as soon as reasonable and practicable.
- i. The County Attorney will receive time for all days off for holidays recognized by the County.

- j. The County Attorney will build vacation and sick time leave on a 1.85/half time basis.
7. a. The County Attorney's status as an employee of the County, and his status as the appointed County Attorney, are conditioned on him being lawfully able to practice law in the State of Colorado and being a resident of Moffat County. The County Attorney forfeits any rights he has regarding employment or his status as the County Attorney the moment he ceases to be licensed to practice law in the State of Colorado or ceases to be a full-time resident of Moffat County.
- b. "Cause", for purposes of the Board of County Commissioners terminating the County Attorney's status as the County Attorney includes: conviction of any felony or classified misdemeanor; being charged or convicted of any crime or illegal act which in the discretionary opinion of the County Board of County Commissioners causes shame or negative public opinion to accrue to the County, the Board of County Commissioners or the position of the County Attorney; the parties hereto agree that the position of County Attorney is held to a very high standard of decorum, ethics, excellent judgment (both in his personal and professional lives), thus his failure to avoid any behavior that the Board of County Commissioners considers to be unbecoming to the position or which the Board of County Commissioners concludes violates these standards also constitutes 'cause', including such things as public drunkenness, lewdness, theft; or lying to the Board of County Commissioners.
8. Resignation. The County Attorney may only resign, in the absence of a violation or potential violation of the Rules of Professional Conduct, by giving at least thirty (30) days written notice to the Board of County Commissioners.
9. In accordance with Colorado's Governmental Immunity Act (GIA) and the County's insurance coverages, the County Attorney shall have the status of a County employee for purposes of tort or similar claims. The County believes, but the County Attorney shall confirm, that upon her appointment as the County Attorney, the County's coverage may provide professional malpractice coverage for the County Attorney. Nothing herein waives or shall be construed to waive any provision of the GIA. Nothing herein shall be construed to limit the County Attorney's ethical duties to the County per the Rules of Professional Conduct in effect from time-to-time.

Other Employment

10. The County agrees that the County Attorney has the right to other employment, including his private practice of law business, so long as such other employment or private practice does not conflict with his status as an employee and his status as the County Attorney. The County Attorney shall assiduously avoid representing private persons that would reasonably be considered to be an appearance of a conflict of interest, or a conflict of interest, with her status as the County Attorney. All parties agree to work in good faith about any scheduling conflicts that may arise in connection with the County Attorney's private practice of law. In consideration for this employment, the County Attorney agrees to stop performing work as Alternate Defense Counsel (ADC) or with the Office of the Child's Representative (OCR) in Moffat County, Colorado.

11. The parties agree that the County may review the County Attorney's contract once he reaches a step 04 on the County's 16E grade salary table. Contract may be subject for review after one year of employment.

Professional Attorney Training. Etc.

11. a. The County will either pay or reimburse for, as determined by the Board of County Commissioners, the County Attorney's attendance (and associated reasonably priced meals, not including alcohol) and lodging for two municipal law related legal continuing education conferences/seminars each year, in Colorado; the County Attorney shall attend the Colorado Counties Incorporated's annual conference and shall attend those sections provided specifically for county attorneys. The County agrees to reimburse the County Attorney for the cost of mileage associated in the travel related to any conferences or meetings outside of Moffat County, Colorado that follows the I.R.S. mileage rate during that time period.

b. The County will reimburse the County Attorney for the cost of annual registration with the Colorado Supreme Court and the Colorado Bar Association.

Mileage

12. The County will reimburse the County Attorney for miles traveled in his personal vehicle on County business at the current Internal Revenue Service's mileage rate. The County Attorney will not be reimbursed for miles travelled by him on County business within the city limits of the City of Craig, including mileage to and from the Moffat County Courthouse.

Other Provisions

13. The terms and provisions hereof constitute the entire agreement between the parties and supersede any oral or other discussions between the County Attorney or his representative and the Board of County Commissioners or its representative. The terms and provisions hereof shall not be changed or modified except by a writing, signed by both parties.
14. If any term or provision of this Contract is held to be invalid or in conflict with the County's charter, ordinances, resolutions, or the statutes or constitution of the State of Colorado, or otherwise unenforceable, the remainder of these terms and provisions shall not be affected and shall remain in full force and effect; individual terms or provisions of this contract are severable.
15. The County's obligations to pay or reimburse the County Attorney, according to the terms hereof, and the County Attorney's receipt of any benefit referred to herein, are subject to the Board of County Commissioners appropriation of necessary funding. If the Board of County Commissioners refuses or fails to appropriate funds to satisfy the terms hereof, this Contract shall be deemed 'terminated for cause,' except that amounts already earned or

vested as of midnight on December 31st following the refusal or failure to appropriate shall be paid to the County Attorney.

- 16. The use of headings shall not be used to construe any ambiguities of this Contract.
- 17. a. The County agrees to pay for the legal services provided by a paralegal who will be supervised and directed by the County Attorney in furtherance of the County Attorney's work and services provided to the County under this Contract.

Signature of County Attorney

Dated: _____

Signature of Tony Bohrer, District 1

Dated: _____

Signature of Melody Villard, District 2

Dated: _____

Signature of Donald Broom, District 3

Dated: _____

MONTHLY REPORT OF MOFFAT COUNTY TREASURER
 JUNE 01, 2024 THRU JUNE 28, 2024

FUND	BEGINNING BALANCE	REVENUES-----				DISBURSEMENTS-----				ENDING BALANCE
		CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	
GENERAL FUND	33,121,637.20	2,059,190.09	896,743.41	59.00		3,563.63		-118,960.40	-912,359.09	35,049,873.84
ROAD & BRIDGE FUND	9,804,867.99		1,067,808.16		113,203.46	5,530.72		-3,681.80	-823,001.92	10,164,726.61
DEPARTMENT OF HUMAN SERVICES	1,536,802.73	117,968.95	132,293.92	3.40		57.24			-148,846.77	1,638,279.47
ACET	301,528.52		14,351.83						-2,376.19	313,504.16
MOFFAT COUNTY LOC MRKT DIST	615,511.11		8,766.63						-18,016.40	606,261.34
CONSERVATION TRUST FUND	215,975.71		13,457.87					-134.58	-1,085.82	228,213.18
MOFFAT COUNTY PUBLIC HEALTH	993,930.81	33,284.10	21,226.96	1.18		37.17			-28,546.55	1,019,933.67
LANDFILL	1,821,976.61		87,630.60					-815.79	-67,984.96	1,840,806.46
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	1,896,911.34		103,130.52						-135,481.69	1,864,560.17
COUNTY HEALTH & WELFARE	3,963,236.36		386,586.68						-283,250.99	4,066,572.05
MEMORIAL REGIONAL HEALTH	106,441.99	315,988.26		9.09		153.39	-106,441.99			316,150.74
WARRANT FUND - COUNTY	701,421.65					2,585,124.50	-2,893,591.09			392,955.06
SHADOW MTN LOCAL IMPROVE DIST	190,355.75		1,119.41							191,475.16
AIRPORT FUND	246,025.81		4,280.19						-33.06	246,673.32
PUBLIC LIBRARY	494,668.93		8,510.16						-65.10	478,321.70
COLO NORTHWEST COMM COLLEGE	117,806.95	316,095.99		9.08	14,151.01	153.39	-117,806.95	-3,162.58		327,246.89
M C SCHOOLS RE#1 - GENERAL	897,710.24	3,037,072.78	2,349.40	84.47	166,742.33	1,809.14	-897,710.24	-7,616.48		3,200,441.64
CAPITAL PROJECTS FUND	2,144,645.68		44,379.87			1,000.00			-24,573.12	2,165,452.43
PUBLIC SAFETY CENTER - CAP PROJ	552.22		.94							553.16
NC TELECOM ESCROW ACCOUNT	254,326.24		844.67							255,170.91
SUNSET #1 SECURITY DEPOSIT	16,297.94		2,008.00							18,305.94
SUNSET MEADOWS #1	755,289.36		42,101.40						-22,197.19	775,193.57
SUNSET MEADOWS #2	68,466.78		40,748.77						-30,799.71	78,415.84
SENIOR CITIZENS CENTER - 15	286,036.58		5,254.99						-19,770.83	271,520.74
SUNSET #2 SECURITY DEPOSIT	16,953.06		1,058.00						-224.20	17,786.86
COURTHOUSE LEASE PURCHASE FUND	0.00									0.00
SCHOOLS RE#1 - BOND	231,583.41	687,486.09		19.42			-231,583.41			687,505.51
CITY OF CRAIG	107,798.64	245,158.03			14,522.03	8,222.03	-107,798.64	-4,901.73		263,000.36
TOWN OF DINOSAUR	569.09	1,385.18			227.11	213.68	-569.09	-27.69		1,798.28
CAPITAL FUND - CITY OF CRAIG	12,685.19	28,848.91			1,708.88		-12,685.19	-576.81		29,980.98
ARTESIA FIRE PROTECTION DISTRICT	947.03	1,873.55			320.83		-947.03	-93.62		2,100.76
CRAIG RURAL FIRE PROTECTION DIST	107,046.82	279,883.97		.74	10,575.36		-107,046.82	-13,992.20		276,467.87
MAYBELL IRRIGATION	7,645.68	943.00			232.76					8,821.44
MAYBELL SANITATION	169,033.05		2,726.39					-27.26	-721.04	171,011.14
COLO. RIVER WATER CONSERVATION	18,921.01	52,666.56		1.50	2,357.72	25.40	-18,921.01	-2,633.15		52,418.03
YELLOW JACKET CONSERVANCY DIST.	199.98	2,622.05			73.58		-199.98	-131.10		2,564.53
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	1,750.18	677.75					-1,750.18	-33.24		644.51
MOFFAT COUNTY TOURISM -LODGING 19	177,573.03		590.42						-7,539.44	170,624.01
INTERNAL SER FUND-CENTRAL-DUP	96,323.48		1,455.34						-577.31	97,201.51
JUNIPER WATER CONSERVANCY DIST.	38,807.98		62.86							38,870.21
HIGH SAVERY WATER DISTRICT	1,000.00						-1,000.00			0.00
UPPER YAMPA WATER CONSERVANCY	35,476.75	110,676.22			3,222.11		-35,476.75	-5,533.75		108,364.58
911 FUND	779,816.60		15,468.05						-32,983.06	762,301.59
ADVANCE TAXES - REAL ESTATE	120.15									120.15
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	544,239.38		435,351.23				-474,687.16			504,903.45
CHECK CHANGE ACCOUNT	0.00		101,490.18				-101,490.18			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		5,959.24				-5,959.24			0.00
PAYROLL EFT TAX PAYMENTS	0.00		300,247.31				-300,247.31			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		327,337.18				-327,337.18			0.00
COUNTY SALES & LEASES	2,078.56		1,137.11							0.00
MOTOR VEHICLE REGIST.	25,348.02		6,452.31						-13,966.43	17,833.90
2023 TREASURERS TAX DEED	1,480.40		281.39						-121.68	1,640.11

2017 TREASURERS TAX DEED	0.00									0.00
2010 TREASURER'S TAX DEED	3,925.05						-46.87			3,878.18
2022 TREASURER DEED'S	1,518.70									1,518.70
GRAND TOTALS	63,153,265.74	7,291,821.48	4,083,211.39	187.88	327,337.18	2,605,890.29	-5,743,417.99	-162,440.97	-2,605,890.29	68,949,964.71

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 28th day of June 2024.

Robert Razzano, Moffat County Treasurer

Examined by Board of the Moffat County Commissioner

Tony Bohrer
Chairperson

Melody Villard

Donald Broom

SEMI ANNUAL REPORT OF MOFFAT COUNTY TREASURER
JANUARY 01, 2024 THRU JUNE 30, 2024

FUND	BEGINNING BALANCE	REVENUES-----				TRANSFERS (IN)	DISBURSEMENTS-----			ENDING BALANCE
		CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP		CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	
GENERAL FUND	32,292,459.12	8,552,723.06	4,683,787.27	-4,537.74		483,257.50	-540,460.45	-10,417,354.92	35,049,873.84	
ROAD & BRIDGE FUND	10,987,138.53		3,134,015.21		539,123.14	5,530.72	-19,799.25	-4,481,281.74	10,164,726.61	
DEPARTMENT OF HUMAN SERVICES	1,478,451.03	440,080.14	760,255.41	-261.67		-1,150.81		-1,039,094.63	1,638,279.47	
ACET	241,263.46		96,946.35					-24,705.65	313,504.16	
MOFFAT COUNTY LOC MRKT DIST	839,198.93		153,016.69					-385,954.28	606,261.34	
CONSERVATION TRUST FUND	225,480.51		31,364.08				-313.64	-28,317.77	228,213.18	
MOFFAT COUNTY PUBLIC HEALTH	886,705.44	124,165.46	298,891.95	-91.35		88.00		-289,825.83	1,019,933.67	
LANDFILL	1,839,753.30		398,777.77					-394,100.65	1,840,806.46	
POST CLOSURE - LANDFILL	218,000.00								218,000.00	
PSC - JAIL FUND	723,587.26		586,670.17			1,909,990.00		-1,355,687.26	1,864,560.17	
COUNTY HEALTH & WELFARE	3,294,704.99		2,447,004.88					-1,675,137.82	4,066,572.05	
MEMORIAL REGIONAL HEALTH	564.11	1,178,786.10		-700.88		389.09	-862,887.68		316,150.74	
WARRANT FUND - COUNTY	843,675.44					19,411,814.30	-19,862,534.68		392,955.06	
SHADOW MTN LOCAL IMPROVE DIST	187,899.89		12,900.73					-9,325.46	191,475.16	
AIRPORT FUND	328,992.05		53,216.00					-135,079.73	246,673.32	
PUBLIC LIBRARY	304,825.56		19,599.88			370,977.00		-455.00	478,321.70	
COLO NORTHWEST COMM COLLEGE	9,903.26	1,288,205.36	288.55	-701.26	67,395.42	389.09	-1,025,380.50	-12,853.03	327,246.89	
M C SCHOOLS RE#1 - GENERAL	112,681.68	11,360,283.83	17,037.00	-6,367.28	790,591.64	4,589.06	-9,050,017.00	-28,357.29	3,200,441.64	
CAPITAL PROJECTS FUND	3,763,579.34		103,325.98			1,622,167.34		-3,323,620.23	2,165,452.43	
PUBLIC SAFETY CENTER - CAP PROJ	547.34		5.82						553.16	
NC TELECOM ESCROW ACCOUNT	255,995.72		5,158.84					-5,983.65	255,170.91	
SUNSET #1 SECURITY DEPOSIT	18,859.16		2,450.00			518.69		-3,521.91	18,305.94	
SUNSET MEADOWS #1	864,000.75		242,986.25			150.00		-331,943.43	775,193.57	
SUNSET MEADOWS #2	280,545.51		250,332.92			300.00		-452,762.59	78,415.84	
SENIOR CITIZENS CENTER - 15	102,887.98		48,547.28			240,637.00		-120,551.52	271,520.74	
SUNSET #2 SECURITY DEPOSIT	17,239.79		2,687.00			315.40		-2,455.33	17,786.86	
COURTHOUSE LEASE PURCHASE FUND	0.00					855,460.00		-855,460.00	0.00	
SCHOOLS RE#1 - BOND	41.29	2,564,658.68		-1,480.78			-1,875,713.68		687,505.51	
CITY OF CRAIG	19,940.76	1,469,945.55		-4,093.08		8,222.03	-1,271,298.62	-29,094.51	263,000.36	
TOWN OF DINOSAUR	522.95	28,055.15				213.68		-557.34	1,798.28	
CAPITAL FUND - CITY OF CRAIG	1,164.84	136,613.74		-481.66		8,164.09		-112,757.20	29,980.98	
ARTESIA FIRE PROTECTION DISTRICT	244.61	33,118.61				1,562.82		-31,173.37	2,100.76	
CRAIG RURAL FIRE PROTECTION DIST	7,298.11	1,871,980.14		-831.10		50,678.57		-1,559,226.51	276,467.87	
MAYBELL IRRIGATION	3,783.25	16,469.37				1,106.40		-12,537.58	8,821.44	
MAYBELL SANITATION	153,592.73		27,848.31					-278.48	171,011.14	
COLO. RIVER WATER CONSERVATION	1,653.55	214,661.94	47.68	-117.28	11,232.14	64.44	-164,418.40	-10,706.04	52,418.03	
YELLOW JACKET CONSERVANCY DIST.	50.53	6,223.26			352.51		-3,750.71	-311.06	2,564.53	
MUSEUM OF NORTHWEST COLORADO	0.00								0.00	
POTHOOK WATER DISTRICT	0.00	7,479.42					-6,461.59	-373.32	644.51	
MOFFAT COUNTY TOURISM -LODGING 19	219,960.05		77,822.76					-127,158.80	170,624.01	
INTERNAL SER FUND-CENTRAL-DUP	96,067.73		6,391.83					-5,258.05	97,201.51	
JUNIPER WATER CONSERVANCY DIST.	38,499.66		374.30					-3.75	38,870.21	
HIGH SAVERY WATER DISTRICT	0.00		8,804.00					-8,804.00	0.00	
UPPER YAMPA WATER CONSERVANCY	2,257.78	290,036.22		6.03	15,484.14		-184,922.35	-14,497.24	108,364.58	
911 FUND	708,938.01		109,005.38					-55,641.80	762,301.59	
ADVANCE TAXES - REAL ESTATE	60,693.16		136.68					-60,709.69	120.15	
ADVANCED TAXES - 2012	0.00								0.00	
ADVANCE TAXES - MOBILE HOMES	0.00								0.00	
COUNTY CLERK'S COLLECTION	393,660.06		2,546,501.83					-2,435,258.44	504,903.45	
CHECK CHANGE ACCOUNT	0.00		133,948.37					-133,948.37	0.00	
INDIVIDUAL REDEMPTION ACCOUNT	0.00		42,374.99					-42,374.99	0.00	
PAYROLL EFT TAX PAYMENTS	0.00		1,915,484.01					-1,915,484.01	0.00	
CRAIG DIST ADVISORY GRAZING BOARD	0.00								0.00	
OIL & GAS EXEMPTION FUND REVENUE S	0.00								0.00	
SPECIFIC OWNERSHIP	0.00		1,556,202.69					-1,556,202.69	0.00	
COUNTY SALES & LEASES	0.00		8,156.88					-8,156.88	0.00	
MOTOR VEHICLE REGIST.	0.00		31,800.33					-13,966.43	17,833.90	
2023 TREASURERS TAX DEED	6,165.31		2,280.80					-6,806.00	1,640.11	

2017 TREASURERS TAX DEED	0.00		10,398.43				-10,398.43			0.00
2010 TREASURER'S TAX DEED	3,712.59		480.68				-315.09			3,878.18
2022 TREASURER DEED'S	1,518.70									1,518.70
GRAND TOTALS	61,838,705.82	29,583,486.03	19,827,325.98	-19,658.05	1,556,202.69	24,913,922.53	-42,220,951.33	-759,686.43	-25,769,382.53	68,949,964.71

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

Respectfully submitted,

Robert Razzano, County Treasurer

The above and foregoing statement of the semi-annual condition of the funds of Moffat County, Colorado at the close of business June 28th, 2024 is a true copy of the statement furnished the Board of County Commissioners by Robert Razzano, Treasurer of Moffat County, Colorado.

Tony Bohrer
Chairperson

Melody Villard

Donald Broom



SERVICE AGREEMENT

Communicable Disease Screening and Diagnostic Testing

This agreement is made and entered into effective as of the 25th day of June, 2024 by and between Moffat County Public Health and Memorial Regional Health. The parties state and agree as follows:

- A. **SERVICES TO BE PERFORMED:** The work performed shall be specific to the continuity of care for suspect Communicable disease clients/patients of Moffat County when ordered or requested by Moffat County Public Health.

Physical Exams: if client/patient needs a physical exam, Moffat County Public Health staff will coordinate with patient and Memorial Regional Health scheduling to get patient an appointment. Patient must be seen within 10 business days from public health calling for appointment.

Diagnostics (Tuberculosis specific): X-Ray Chest 1-view, X-Ray Chest 2-view, Chest CT with contrast, TB PPD, TB QuantiFERON, sputum induction (ideally collected in the early morning, at least 24 hours apart. Proper respiratory precautions should be taken and procedure must be conducted in a negative pressure room), Sputum sent for (culture and NAAT (GeneXpert)).

Diagnostics for Other Communicable Diseases: venipuncture, urinalysis, stool sample, imaging, nasal swab, nasopharyngeal swab, throat culture, oral swab, buccal swab, genital swab, skin culture, sputum culture, and other testing as required by state regulation.

- B. **PAYMENT:** Moffat County Public Health will have a billing account with Memorial Regional Health to pay for services ordered and requested by Moffat County Public Health.

1. Moffat County Public Health will send patient to Memorial Regional Health with *Moffat County Public Health – Request for Services* (attachment A) stating that their account is to be paid under Moffat County Public Health's billing account. Client/patient of Moffat County Public Health must have a new signed and dated letter with each encounter stating that Moffat County Public Health has ordered/requested Memorial Regional Health's services be billed to Moffat County Public Health.

2. Client/Patient bills that are to be paid by Moffat County Public Health are to be sent to:

Moffat County Public Health
ATTN: Public Health Finance
1198 W. Victory Way, Suite #109
Craig, CO 81625

- C. **TERM AND TERMINATION:** This agreement shall commence upon the effective date set forth above and shall continue until otherwise revised or terminated by a party. Any party to this agreement may terminate their

participation unilaterally and without cause by providing the other parties with at least sixty (60) days prior written notice to the addresses specified below. This agreement may be terminated by mutual consent of all interested parties.

- D. **NOTICES:** Any notices to be given pursuant to this agreement shall be made in writing and delivered either by U. S. Mail or by personal service to the addresses specified below:

To County:

Moffat County Public Health
ATTN: Public Health Director
1198 W. Victory Way, Suite #110
Craig, CO 81625

To Memorial Regional Health:

Memorial Regional Health
ATTN: Chief Executive Officer
750 Hospital Loop
Craig, CO 81625

E. **DEFINITIONS:**

Communicable Diseases: any communicable disease listed on CDPHE's *Communicable Reportable Conditions* form (attachment B).

<https://drive.google.com/file/d/16H86FrKGjoK3nDaYBpfqBR9YrcFNs9Gq/view>

The parties represent and warrant that the person executing this agreement on behalf of each party has the full power and authority to enter into this agreement and that the parties are authorized by law to perform the services set forth.

Moffat County Public Health: _____ Date: _____

Tony Bohrer
Board of County
Commissioners, Chair

Memorial Regional Health: _____ Date: 6/25/24

Jennifer Riley
Jennifer Riley, MHA
Chief Executive Officer



Moffat County Public Health – Request for Services

For the patient listed on this form, the tests/services listed on this form are to be performed and billed to Moffat County Public Health

Patient Name: _____ Date of Birth: _____

Physical Exam (circle one): YES OR NO

If yes, Moffat County Public Health staff will make appointment after coordinating with patient, see below for details:

Date of Appointment: _____ Time of Appointment: _____

Physician: _____

Chief Complaint: _____

Diagnostics Ordered:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Physician Name Printed: _____

Physician Signature: _____ Date: _____

Moffat County Public Health Staff that requested services/diagnostics:

Name Printed: _____

Signature: _____ Date: _____

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
SUBSTANCE ABUSE TREATMENT SERVICES
JUNE 1, 2024 – MAY 31, 2025**

1. THIS CONTRACT, made this 2nd day of July, 2024, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and PROCOM/MCC Drug and Alcohol Screening, 1330 N 12th St. Grand Junction, Colorado 81501 hereinafter called "Contractor."
2. This Contract will be effective June 1, 2024 until May 31, 2025, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide Substance Abuse Treatment Services to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
 - a. ETG UA Panel: \$45
 - b. Hair Follicle (5 Panel): \$150
 - c. Urine Analysis-7 Panel + ETG + FEN: \$60

The amount to be expended pursuant to this Agreement shall not exceed Ten Thousand dollars and no/100 cents (\$10,000). 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. The parties agree that payment pursuant to this contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. 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 and, as appropriate, to provide information regarding rights to fair hearings.
- b. To provide Contractor with written prior authorization on a child or family basis for services to be purchased.
- c. To provide Contractor with referral information including name and address of family, social, medical and educational 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 Colorado Department of Human Services qualification requirements.
- d. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- e. To provide the service described herein at cost not greater than that charged to other persons in the same community.
- f. To submit a billing statement by the 5th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within forty-five (45) days 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 the child and the child's family in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
- h. To provide County with reports on the provision of services as follows:
 - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
 - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment participation.
 - iii. Contractor will provide County with a printed, comprehensive test result for each test that is billed for. The test result will provide a breakout of the substances tested for and results of the presence of each in the test sample was extraordinary in any way, i.e., temperature, color, amount, etc.
- i. To provide access for any duly authorized representative of the County or the Colorado Department of Human Services until the expiration of five (5) years after the final payment under this Contract, involving transactions related to this Contract.

- j. Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation and the defense of any such claims or actions.
- 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.

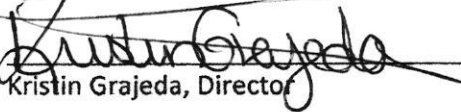
If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance 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. All Payments will be paid through the State's approved automated system, as appropriate.
 - Core Service Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, 7.414, B (12 CCR 2509-5).

11. 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

7/11/2024
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

MOFFAT COUNTY BOARD OF
HUMAN SERVICES

Tony Bohrer, Chairperson

Date

CONTRACTOR



7/2/24
Date

Andrew Knox (print name)

President, PROCOM LLC (title)

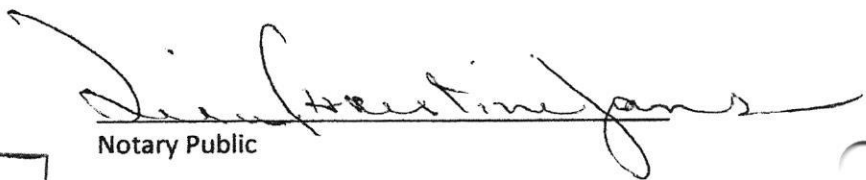
STATE OF COLORADO)

COUNTY OF Denver) ss.

Subscribed and affirmed to before me this 2nd day of July, 2024, by
(Contractor), Independent Contractor.

Witness my hand and seal.

My commission expires: 11/16/26


Notary Public

LISA CHRISTINE JAMES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104050389
MY COMMISSION EXPIRES 11/16/2026

Authorization ID: HBE539
Contact ID: Moffatt County Commissioners
Use Code: 141

FREEMAN CAMPGROUND AND DAY USE OPERATING PLAN

SIGNATURES

This **2024 Operating Plan** has been agreed to by:

Moffat County Commissioners

Date

Russell M. Bacon
Forest Supervisor

Date

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OPERATING PLAN

The objective of this Operating Plan is to maintain the level of service, maintenance, safety, and sanitation of the facilities for users while retaining the natural resource value.

All Forest Service standards will be adhered to in addition to State and local regulations.

OPERATING SEASON

PROPOSED 2024 SEASON

The minimum operating season for each facility will be met or exceeded.

District	Facility	Open	Close
HPBE	Freeman CG	06/01/2024	10/31/2024
HPBE	Freeman Day Use	06/01/2024	10/31/2024

*Moffat County intends to open sites earlier than indicated – and close them later – should public demand warrant it and weather conditions are favorable. Any such extensions of the operating season would be done only with the approval of the Forest Service.

STAFFING AND MANAGEMENT

LABOR LAW REQUIREMENTS

Moffat County will comply with all applicable Federal Fair Labor Standards Act (FLSA), the Federal Service Contract Act, and State of Colorado Labor Laws. These include all laws governing employment, wages, worker safety, health, sanitation, etc. Wage and hour law provisions of state and federal law are adhered to fully. Moffat County will not use any volunteers, as they are prohibited under both the FLSA and Colorado Wage and Hour Law.

Moffat County will comply with Davis/Bacon Prevailing Wage laws as required. As a part of its *Operations Handbook*, Moffat County’s personnel policies and procedures are fully outlined and covered in detail. In addition to laws and regulations by governing entities, Moffat County uses the following procedures in all of its hiring practices:

- All applicants must submit an Employment Application.
- A check of references is conducted for each potential hire.
- A formal background check (including criminal history) is completed on all new hires in the facilities/maintenance department.
- A driver’s license check is conducted for those being hired (who are going to drive company vehicles); and
- An I-9 Immigration/Naturalization Form is completed for each employee.

The full-time employee at Freeman Campground is hired by another agency (Flint Personnel) and is not a Moffat County employee. The agency employing this individual follows the practices listed above and has sent Moffat County a copy of the background check for this individual. The term “Moffat County employees” will include this non-employee individual for the remainder of this Agreement as staff, and the parties acknowledge the primary staff person for Freeman Campground/Day Use area is hired by Moffat County as an independent contractor through another entity. Moffat County management staff will attend formal training on Colorado Labor Law and receive updates and information pertaining to any changes in current regulations.

Safety training requirements from the Occupational Safety and Health Administration (OSHA) are also followed. In addition, all employee-oriented signing and other postings required by these various state and federal regulatory agencies are posted and/or provided to individual employees.

Moffat County has workers' compensation insurance to protect employees who are injured on the job. The cost of this coverage is paid by Moffat County. Moffat County will adhere to all Federal Civil Rights laws in its employment and business practices. Moffat County will complete an ADA Self Evaluation Report of the Medicine Bow / Routt National Forest facilities upon request.

SUPERVISION/MANAGEMENT

NAME TITLE	CELL PHONE	OFFICE PHONE	EMAIL
Barry Barnes Moffat County Facilities Director	970-629-8709	970-824-9107	bbarnes@moffatcounty.net
Jeff Comstock Director Moffat County Natural Resources Department		970-826-3400	jcomstock@moffatcounty.net
Todd Schmutz Hahns Peak/Bears Ears Recreation Program Manager	970-216-8240	970-870-2187	todd.schmutz@usda.gov
Michael Woodbridge Hahns Peak/Bears Ears District Ranger	970-819-7046	970-870-2149	michael.woodbridge@usda.gov

Barry Barnes – Moffat County Parks and Recreation

- Administration of Moffat County GT Permit.
- Maintaining day to day operations.
- Implementation of GT Offset agreement.
- Reporting of revenue / use. GT Offset accomplishments, water systems.

Contact: Barry Barnes

W: 970-824-9107

C: 970-629-8709

bbarnes@moffatcounty.net

Moffat County Commissioners

- Approval of the Annual Operating Plan.
- Approval for the Granger-Thye Fee Offset Agreement; and
- Conflict resolution with items not in compliance with the Operating Plan and long-range planning for concession program improvements.

The Moffat County management staff is responsible for the conduct of the company's employees – including the prevention of conduct prohibited under 36 CFR 261, Subpart A – and ensuring that employees are not under the influence of intoxicating beverages or narcotic drugs while on duty or when representing the company.

PERSONNEL

Finding and keeping good personnel is a key component of Moffat County's success.

The primary contacts with the campground users are through the front-line employees. To prepare these employees to answer visitors' questions, provide information about regulations, and the surrounding area, Moffat County will use a variety of different resources to provide visitors with information on recreational opportunities in the area.

All Moffat County employees and staff working at Freeman Campground will have:

- Ability to work with a diverse public and provide quality customer service.
- Conflict resolution skills.
- Ability to perform routine cleaning tasks.

STAFFING HOURS AND SCHEDULES

All Moffat County employees working in the Medicine Bow - Routt National Forests and Thunder Basin National Grassland (MBRTB) will be under the day-to-day supervision of the local Operations Manager who will provide employees in more than sufficient numbers to achieve the following standard of services:

- Complete all Maintenance, Renovation, and Reconditioning (MR&R) items by dates specified in the MR&R Plan, or the Granger-Thye Fee Offset Agreement.
- Maintain levels of service as specified in the Operating Plan.
- Conduct personal contacts with campers at their campsites on a routine basis. Public contacts will consist of general information exchange, fee compliance, enforcement of rules and regulations, and ensuring visitor satisfaction.

All employees - including the Operations Managers - perform all routine maintenance, fee collection, security, interpretive tasks, and be hospitable to the visiting public.

EMPLOYEE TRAINING

Training is the local site training which is fundamental to the success of all Moffat County's operations. It is designed to provide all employees in the Facilities and Maintenance Department and any contracted staff with the following.

- Prepare Moffat County's employees in all areas of operations, including site maintenance, fee collection, law enforcement, and conflict resolution, emergency procedures specific to the MBRTB and the USDA Forest Service Mission.
- Enable Moffat County facilities and maintenance employees and staff to answer commonly asked questions concerning the proximate recreation sites and the local surrounding area.
- Meet and maintain the Quality Standards of the MBRTB.

Moffat County staff will also receive training in the specific skills required in the operation of the recreation facilities of the MBRTB. This includes instruction in communications, public relations, conflict resolution and emergency management, resource protection, safety procedures, water system operation, and general maintenance.

Employees are also taught to maintain a positive, helpful attitude when dealing with the public. Moffat County facilities and maintenance employees and contracted staff will be oriented to the sites and become knowledgeable about the Forest's recreation facilities and visitor attractions in the surrounding area.

EMPLOYEE SERVICES

Moffat County pays competitive wages. A major factor in retaining employees is the breadth and extent of its training program. This program not only provides the employees with necessary information and skills but also builds employee loyalty to Moffat County Services.

EMPLOYEE CONDUCT

Moffat County staff will adhere to a standard of conduct that is consistent with that followed by Forest Service employees and in conformance with the company's standards as set forth in the Moffat County Employee Handbook. This handbook also details the company's progressive discipline policies. Moffat County employees will publicly support the MBRTB and its programs. As previously stated, all Moffat County employees are expected to comply with applicable laws, rules, and regulations, including work rules, and to always conduct themselves in a professional manner. Federal laws prohibit:

- Engaging in conduct prohibited by the *Code of Federal Regulations (36 CFR 261)*; and
- Using or being under the influence of intoxicating beverages or narcotic drugs while on duty or representing the Moffat County.

VEHICLE IDENTIFICATION

Moffat County vehicles, including pickup trucks and golf carts, are marked with Moffat County insignia - striping and logo. Vehicles are maintained to present a high-quality image to the public. Company vehicles are equipped with First Aid kits, flares, and fire extinguishers. All Moffat County motor vehicles will be street legal and licensed.

CUSTOMER SERVICE

Moffat County has always provided - and will continue to provide - responsive and caring customer service. Moffat County will conduct frequent reviews of its operations on the MBRTB to ensure the quality of its staff and their performance. As a part of this program, Moffat County solicits input from visitors using the facilities.

Moffat County continues to honor America the Beautiful Interagency Pass including Senior, Access, and Military passes for ½ price at all campgrounds and in day use areas. The discount does not apply to group sites, extra amenities such as dump stations, extra vehicle parking, electricity, boat storage or season passes. Moffat County will also accept cash, personal checks, traveler's checks, and - where technology permits it - credit cards.

Moffat County is an equal opportunity employer as well as an equal opportunity service provider.

Nondiscrimination in Public Service:

The Company will continue to work to ensure that the public is well informed about the opportunities for camping that are available on the Medicine Bow - Routt National Forest. Special efforts are taken to notify groups of diverse nationality, and those with disabilities, of the program's availability and the requirement for non-discrimination.

Information materials released to the public, as appropriate, will contain the following statement (or other as requested by the Forest Service): Persons of any race, color, national origin, sex, age, religion, or with any handicapping condition are welcome to use and enjoy all facilities, programs, and services of the USDA. Discrimination in any form is strictly against agency policy and should be reported to the Secretary of Agriculture, Washington DC 20250. Telephone 202-720-1127.

QUALITY STANDARDS

All operations and maintenance procedures will meet the MBRTB Quality Standards, as well as those outlined in the Forest Service publication *Cleaning Recreation Sites*. The key measures of quality standards applicable to concessionaire operations and maintenance procedures on the MBRTB sites are:

Key Measure: Health and Cleanliness

- Visitors are not exposed to human waste.
- Water, wastewater, and sewage treatment systems meet federal, state, and local water quality regulations.
- Garbage does not exceed the capacity of the garbage containers.
- Individual units and common areas are free of litter including domestic animal waste.
- Facilities are free of graffiti.
- Restrooms and garbage locations are free of objectionable odor.
- Constructed features are clean.

Key Measure: Resource Setting

- Effects from recreation use do not conflict with environmental laws (such as ESA, NHPA, Clean Water, TES, etc.).
- Recreation opportunities, site development, and site management are consistent with recreation management system (ROS, SMS, BBM) objectives, development scale, and the Forest land management plan.
- Landscape character at the developed recreation site is consistent with the Forest scenic integrity objectives.
- Visitors and vehicles do not exceed site capacity.

Key Measure: Safety and Security

- High-risk conditions do not exist in developed recreation sites.
- Utility inspections meet federal, state, and local requirements.
- Laws, regulations, and special orders are enforced.
- Visitors are provided a sense of security.

Key Measure: Responsiveness

- When signed as accessible, constructed features meet current accessibility guidelines.
- Visitors feel welcome.
- Information boards are posted in a user-friendly and professional manner.
- Visitors are provided opportunities to communicate satisfactions (needs, expectations).
- Visitor information facilities are staffed appropriately during seasons of use and current information is available.
- Recreation site information is accurate and available from a variety of sources and outlets.

In addition to these key Quality Standards (above), Moffat County will hold itself to the following, specific standards:

Key Measure: Condition of Facilities

- Constructed features are serviceable and in good repair throughout the designated service life.
- Constructed features in disrepair due to lack of scheduled maintenance, or in non-compliance with safety codes (e.g., life safety, OSHA, environmental, etc.) or other regulatory requirements (ABA, ADA, etc.), or beyond the designed service life, are repaired, rehabilitated, replaced, or decommissioned.
- New, altered, or expanded constructed features meet FS design standards and are consistent with an approved site development plan, including an accessibility transition plan.
- At the time the authorization expires, all facilities will be returned to the Forest Service in the same or better condition (allowing for normal wear and tear) as they were when they were authorized for use by the holder.

Public Service Maintenance Standards

The following standards should be met in sites offering services to the public in order to ensure a pleasant recreation experience for the visitor.

- Toilets, showers, and dressing areas
- Toilet bowls, risers, seats, covers, and urinals free of deposits on surfaces.
- Building interiors free of dirt, trash, graffiti, insects (dead and alive), and spider webs.
- Floors free of standing water.
- Chrome ware clean and bright.

- Toilet paper, towels, and seat cover (where provided) stocked to last until next day and/or cleaning;
- Unpleasant odors (both sewage and chemical) minimized.

Toilets and other buildings (exterior).

- Walkways and trails clean and clear of obstructions for public safety and accommodating people with disabilities.
- Floor mats clean.
- Exterior walls free of graffiti.
- Roof generally free of leaves and branches.
- Eaves free of wasp nests, bird nests, and spider webs.

Toilet Vaults

- Vaults not more than 3/4's full.
- During pumping, the vaults should be cleaned as thoroughly as possible to prevent the production of odors.
- All vaults shall be locked at all times when pumping is not occurring.

Tables and benches

- Tops and seats free of dirt, grease, and large carvings.
- Under portion free of spider webs, etc.
- Tops, seats, and legs secure and functional.

Fireplaces, char-grills, fire rings, and stoves

- No more than half full of ashes.
- All ashes and partially burned wood confined to fireplace or grill.
- Grill surface free of grease and food particles when ash is removed.
- Pedestals and bases straight and secure, and components functional.
- Leftover firewood stacked beside unit.

Garbage cans and depositories

- Plastic liner half full or less.
- Cans clean on the outside, all litter and debris picked up around cans or container.

Hand pumps, fountains, and hydrants

- All units free of grease or residue.
- All units secure and drip free.
- Catch basins (drains) free of food particles, soaps, grease, debris, standing water, and functioning properly.

PRESEASON OPERATIONS

In all those facilities which are closed during the Winter Season, Moffat County will perform the following tasks (in the Early Season) prior to opening the sites to the public:

SAFETY INSPECTIONS

An annual safety and health inspection, to include hazard trees, buildings, septic systems, bridges, and other structured facilities are performed prior to opening each site to public use. Each inspection is documented in writing, on a form acceptable to the Forest Service. Moffat County is responsible for correcting any safety deficiencies, including dropping hazard trees unless the Forest Service specifically states responsibility. All actions proposed to correct deficiencies must be approved by the Forest Service.

Moffat County will take all measures necessary to protect the health and safety of all persons affected by the concession activity. Specifically, Moffat County is responsible for identifying, correcting, and reporting all safety hazards to the authorized officer.

Each annual safety and health inspection will be documented. The documentation will include: all safety and health problems discovered; note corrective action to be taken; and document completion of corrective actions or mitigating measures. A method of tracking will be included to assure that problems noted in any inspections or throughout the year are followed up on appropriately.

Documentation of safety inspections will be submitted to the designated Forest Service representative as soon as practical.

SNOW PLOWING: Moffat County will – when necessary – arrange to plow access roads free of snow in order to accommodate the minimum operating season. Any such plowing will be done only in consultation with the Forest Service.

HAZARD TREES: Moffat County is responsible for identifying all hazard trees and removal will be in coordination with the Forest Service.

All stumps from hazard tree removal shall be flush cut to ground level in order to reduce tripping hazards. Logs will be bucked to firewood length (16” to 22”) and left for camper use or they may be otherwise disposed by approved methods.

Moffat County is not responsible for any hazard tree removal necessitated by atypical situations such as a major blow down, wildfire, or a large insect infestation or when the Forest Service can sell merchantable material. Atypical situations are generally defined in this offering as the number of hazard trees requiring removal annually that exceed the following quantities in each District (greater than 5” dbh):

Moffat County will notify the Forest Service when merchantable hazard trees are found within the permit area so that the Forest Service may sell the trees. If campers – within a reasonable length of time – do not use slash and bucked logs resulting from hazard tree removal, then Moffat County will dispose of it by a Forest Service-approved method. Trees or any forest product removed from the Forest shall require an appropriate permit such as a fuel wood permit or other written authorization.

WATER SYSTEMS: Moffat County has staff that is extensively trained on water system operations on the Medicine Bow - Routt National Forest. Moffat County will ensure that operation of all systems is in accordance with appropriate federal and state regulations, and follow the guidelines set forth in the

It is required that Moffat County operates the water system. Though some “tasks” may be assigned or delegated by Moffat County to uncertified operators via specific written procedures, all duties and decisions that affect water quality will be performed directly by Moffat County. In addition to performing routine sampling requirements, Moffat County will actively participate in start-up and shut down processes and make routine observations of system operations to identify potential problems and correct inadvertent deficiencies, etc. When the State schedules a Sanitary Survey Moffat County will make every possible effort to attend.

Before water from a seasonal system is served to any employee or the public, the following steps are performed on the system under the direct supervision of Moffat County:

- Clean the inside of the well and/or storage tank, where applicable.
- Thoroughly flush the entire system, to remove any foreign matter.
- A chlorine solution that tests more than 10 ppm at the most distant hydrant is distributed throughout the system and allowed to sit for a minimum of 24 hours, to sanitize the system.
- Satisfactory “safe” bacteriological test results must be obtained according to procedures required through a state-certified laboratory. Tests cannot be taken until 72 hours after flushing the chlorine solution from the system. All test results are furnished to the Forest Service.
- All procedures and testing results will be documented and retained in the system records. A sample **Waters Systems Log Sheet is included as Appendix A.**

ROADS: Moffat County will clean all culverts and barrow ditches and fill chuck holes at the beginning and end of each season and following any large storm events to allow proper drainage. Re-stripping of roads is also done during this period.

GENERAL MAINTENANCE REQUIREMENT: Prior to the start of the summer repairs. specific tasks include:

Maintenance Inspection: Prior to opening sites to the public, Moffat County will conduct a thorough maintenance inspection of all recreation sites. This survey is documented through photos, notes and/or videotaping. Any maintenance needs discovered will either be corrected prior to opening or corrected as needed.

During this same inspection - which is done in conjunction with the Safety and Hazard Tree inspections referenced above – Moffat County and Forest Service personnel will also check and update the physical inventory of all site improvements and other fixtures assigned under this Special Use Permit.

Pre-Season Clean Up: Before the developed sites are opened to visitors, a thorough cleaning of each site, including immediate maintenance needs, is completed, and documented.

Toilets: Toilet bowls, risers, seats, and seat covers are clean and free of deposits on the surface. Building interiors are free of dirt, graffiti, dead insects, and spider webs (any painting needs will be noted). Floors are free of dirt and standing water. Toilet paper and paper towels (at all flush toilets) are stocked to last until the next cleaning. The level of the vault waste is noted and scheduled for pumping if needed (when vault becomes $\frac{3}{4}$ full – pumping is needed). Vault additives and/or deodorants are installed before odors become offensive. The outside step and exterior of the building are swept clean of dirt and webs. Walkways and trails are cleared of obstructions. Overhanging or encroaching vegetation is trimmed from the paths. Signs are in place and in good condition (e.g., No Trash in Toilets Please). All vents are inspected and cleaned to ensure proper airflow. All vaults shall be locked at all times when pumping is not occurring.

Tables: Tops and benches are washed and cleaned of dirt and grease. The undersides of tables are swept clean of spider webs. All carvings and graffiti are sanded out and the tables repainted (sanding and painting may be documented for later completion if approved by the Forest Service). Repainting may also be necessary due to weathering. Table legs are checked for damage and replaced – or recorded for replacement – as needed. All nuts, bolts, and hardware are inspected and tightened or replaced as needed. Moffat County will replace any needed gravel around the tables and re-level tables as necessary.

Fire Rings and Grills: All ashes, charcoal, unburned wood, grease and trash will be removed. The ring is inspected for excess rust or bent/broken grills. Repairs are made as needed and/or noted for future correction. Fire rings are re-set as needed. Moffat County will clear all combustible materials away from the fire rings to a minimum of 10 feet.

Any rock fire rings or modifications that were not installed or approved by the Forest Service are eliminated.

Grounds: Moffat County will clean the area thoroughly in the early spring – before vegetation comes up. All litter – including but not limited to cigarette butts, gum wrappers, and other micro-trash, are removed. Nails, ropes, game poles, etc. are removed from trees. Any erosion problems or other items are noted and scheduled for future correction.

Barriers: Concrete barriers and timbers are inspected for damage and/or instability. Barriers are straightened as needed. Dirt is cleaned from around wooden timbers that are close to the ground, or the barriers might be raised, in order to prevent rot and insect nesting. Broken items are replaced as necessary.

Water Hydrants: The areas around the hydrants are cleaned and weeded. As soon as the water system is activated – all faucets are checked to ensure they are operating properly. Drains are checked to ensure they are working properly. Gravel sumps are inspected and cleaned or replaced as needed.

Trash Receptacles: Moffat County will place dumpsters and/or animal resistant trashcans at designated locations. Receptacles are checked for damage and repaired and repainted as necessary. The enclosures are swept and cleared of vegetation. Any trashcans used will be lined with plastic garbage bags. Support posts, latch mechanisms and safety chains (if any) will be inspected and repaired as necessary.

In all locations where bear resistant containers are required, the receptacles must be certified through the Interagency Grizzly Bear Committee Courtesy Inspection Program. A container may be certified by the local District Ranger or their designated representative(s) if it meets the IGBC criteria.

Field use of containers can cause stresses and impacts that can damage latches, hinges, seams, etc. Containers that are certified “bear resistant” need to have all the latches (catches, fasteners, etc.) operating properly to remain bear resistant. All animal-resistant trash receptacles will be maintained in a functional working condition as designed, and broken or malfunctioning latches, chains or other appurtenant features will be repaired or replaced by Moffat County in a timely manner. It is also important to keep the containers clean and as free from odors as possible.

Signs, Posters and Bulletin Boards: All bulletin boards are inspected and repaired and/or repainted as needed. All bulletin boards are completely renewed, and any worn out signs, staples, and nails removed. Any future repairs that may be needed are recorded and scheduled for completion. Moffat County will install Forest Service approved signs in an orderly fashion. All weathered signs are replaced with new signs.

Site Markers: These are inspected, straightened, and replaced as necessary.

Fee Notification: Fee signs are posted at all sites where fees are required. Fresh signs are posted at the start of each season. If visitors are present in the campground on the day that fees go into effect, they are notified, either in person or by leaving a courtesy note, that a fee will be required the following day.

OPEN SEASON OPERATIONS

GOOD HOST CUSTOMER SERVICE: Moffat County will make every reasonable and prudent effort possible to avoid interfering with the normal use and occupancy of recreation areas while engaged in the performance of permit responsibilities.

SAFETY AND HAZARD TREE INSPECTIONS: As noted above, Moffat County will take all measures necessary to protect the health and safety of all persons affected by the concession activity. Specifically, Moffat County is responsible for identifying, correcting, documenting, and reporting all safety hazards to the authorized officer.

Moffat County currently has an extensive *Health & Safety Plan* in place. This Plan, which includes both inspection and employee training standards, provides the framework for the company's safety program on the MBRTB.

As a part of its *Health & Safety* program, Moffat County routinely inspects the facilities for safety hazards. When a safety hazard (including a hazard tree) is identified during the open season, Moffat County will take the following steps:

- Inform those who are in immediate danger.
- Take necessary actions to protect the public, at least temporarily.
- Immediately report the hazard to the Forest Service, even if there is no immediate danger to the public.
- Immediately report the hazard to any other employees who might be affected.
- If possible, remove the hazard and document the removal.

Moffat County will close sites and immediately notify the Forest Service of any hazards in the area that Moffat County is not able to remedy. All sites and facilities within 200 feet or two tree lengths (whichever is less) of a standing hazardous tree will be closed until the condition is corrected.

SEWAGE/SEPTIC DISPOSAL: Moffat County has established good relationships with local haulers. All vault toilets will be pumped at the beginning of the season, at the end of the season and as needed. All trash - including rocks, bottles, cans, plastic, or clothing – will be removed at each pumping.

WATER SYSTEMS: Moffat County will conduct all drinking water tests (microbiological, contaminant, and chemical) and meet all public notification requirements as required by federal, state, and/or local regulations. In the event that current regulations change, the Moffat County will be responsible for compliance with the newer set of regulations.

Moffat County will make any repairs necessary due to vandalism, natural events, forces of nature, or any events attributed to Moffat County's actions. Moffat County will forward copies of all test results to the Forest Service and maintain its own file on test results and any corrective actions taken.

Spring boxes, wells, pump houses, distribution lines, storage tanks, disinfection systems, chlorinators and faucets are maintained as needed. Rodent access holes are sealed. Any leaking faucets and/or water line breaks will be repaired in a timely manner.

Hydrants and drains are inspected and cleaned regularly. Overhanging brush and ground vegetation are removed from access paths. Each hydrant will be posted with a sign that states *No washing dishes, bathing, or cleaning fish.*

All hand pumps will be posted with the following required sign: *"This hand pump serves non-chlorinated well water.*

A water systems operations and maintenance log will be kept for all water systems. The logbooks are always a work in progress. This log includes, at a minimum, the following information: dates and results of all testing, inspections, cleaning, repairs, or adjustments to pressures, chlorination amounts and the initials of the person performing the work. The log will also include any changes, modifications, improvements or equipment replacements that occur to each water system. A copy of the log will be sent to the Forest Service on demand.

GENERAL MAINTENANCE REQUIREMENTS: Routine maintenance is initiated once the annual Operating Plan is agreed to and approved. This includes, but is not limited to: maintaining and/or repairing fixtures, partitions, locks, handles, brackets, hinges, broken toilet seats, and toilet paper holders; applying disinfectant and deodorants to toilets; replacing gaskets in leaky faucets; straightening sign posts; tightening door hinges; removing nails, ropes, poles, and wire from trees and facilities; touch up painting and staining; repairing barriers along roads; etc.

A written record of maintenance procedures performed on facilities will be retained. All records will be available for review upon request of the permit administrator or a designated Forest Service representative. Records should include time, date, location, what was done, by whom, why, quantities and any other information appropriate to the task.

Routine cleaning and policing are performed with sufficient regularity to give the area the overall appearance of being clean and sanitary, well kept, and free of litter. The Forest Service Publications *Cleaning Recreation Sites* (March 1988 update) and the *In-Depth Design and Maintenance Manual for Vault Toilets* (July 1992) will provide the basic guidelines for the performance of all routine cleaning and policing.

Major maintenance or improvement projects may be applicable to Granger-Thye Fee Off-Set provisions. However, they must be submitted to the Forest Service for approval prior to implementation.

Specific general maintenance tasks include:

Toilets: Toilet bowls, risers, seats, and seat covers are clean and free of deposits on the surface. Building interiors are free of dirt, graffiti, dead insects, and spider webs. Floors are free of dirt and standing water. Floors are clean with either a dry mop or a squeegee to make them as dry as possible. Toilet paper and paper towels are stocked to last until the next cleaning. Vault deodorants are added before odors become offensive. Moffat County will supply all fly strips, deodorants, disinfectants, and signs.

Vaults are pumped when they become $\frac{3}{4}$ full. During the final year of the permit term any toilet vault with a waste level of more than $\frac{1}{2}$ of the full volume; and all septic systems will be pumped. Vaults will be visually inspected at the time of pumping and any abnormal observations such as dry waste, cracked vault concrete, excessive trash, etc. and documented in the written maintenance record. All pumping of vault waste will be included in the written maintenance record; including dates, volume pumped-by individual vault, who inspected the vault and any abnormal observations.

The outside step and exterior of the building is swept clean of dirt and webs. Walkways and trails are cleared of obstructions. The transition between the concrete apron to the gravel or native trail surface will be maintained to meet accessibility requirements. Overhanging or encroaching vegetation is trimmed from the paths. Signs are in place and in good condition. All vents are inspected and cleaned to ensure that a proper airflow can occur.

Toilets will be cleaned on a routine basis. In addition to these routine cleanings, each restroom is completely scrubbed down - including ceiling, walls, and floors - a minimum of once each week throughout season.

Toilet vaults and chase rooms must be locked at all times to prevent unauthorized or accidental access by the public. Above-ground gray water or black water line hose lays from host sites or public RVs to toilets will not be used unless specifically authorized by the Forest Service.

Tables: Tops and benches are washed and cleaned of dirt and grease as needed. The undersides of tables are swept clean of spider webs. Tables are regularly inspected for graffiti and other damage. Repainting and sanding are done as necessary. Moffat County will also re-level tables as necessary.

Table legs are checked and repaired as needed. All nuts, bolts, and hardware are inspected and tightened or replaced, as needed.

Fire Rings and Grills: All ashes, charcoal, unburned wood, grease and trash are removed when the fire ring or grill is more than half full. Ashes are disposed of off National Forest lands in accordance with local and state regulations. Ashes are not placed in dumpsters or trashcans while hot.

The ring is inspected for excess rust or bent/broken grills. Repairs are made as needed. Any rock fire rings or modifications that were not installed or approved by the Forest Service are eliminated.

All grill surfaces are cleaned of grease and food particles. Any leftover firewood is removed from the site. All combustible materials and vegetation are cleared away from fire rings and grills to a minimum distance of 10 feet.

All grills are inspected for damage and repaired as needed.

Grounds: Grounds are patrolled daily and kept free of trash and litter. Nails, ropes, game poles, etc. are removed from trees. Sites are raked routinely.

Vegetation is kept clear around tables, bulletin boards, water hydrants, barriers, signs, and buildings. Parking areas, paths, living spaces, and tent sites are also kept clear. Grass and other ground vegetation are maintained to a maximum height of 8 inches and a minimum distance of 36 inches away from all of the items listed.

Barriers: Barriers are straightened, painted, or stained, and/or replaced as needed. Holes caused by insects or rodents are filled in. All materials will be approved by the Forest Service. Excess vegetation is cut away from barriers (18-inch clearance) to keep them visible.

Trash Receptacles: All trash receptacles are emptied regularly - before they overflow. All trash is removed from National Forest lands and disposed of in accordance with all local and state regulations. Excess-bagged garbage outside full trash receptacles is not permitted.

Dumpster retainer chains (where applicable) are secured to support posts at all times. Any trash scattered by animals is cleaned up and deposited in the dumpsters by Moffat County staff.

All trash receptacles are regularly checked for damage and repaired/repainted as necessary. Particular attention will be given to assuring that bear-resistant containers are fully functional as designed. All trash receptacles and enclosures are regularly cleaned and kept cleared of vegetation.

Signs, Posters and Bulletin Boards: Bulletin boards and signs are kept current and neat. Old nails and staples are removed. Vegetation around and in front of all signs and fee tubes is cut. Repairs and repainting are done as necessary. All appropriate Forest Service and Moffat County rules and regulations will be posted.

Cleanliness and Safety Inspections: Facilities are routinely checked by Moffat County staff in the course of performing their normal cleaning and maintenance duties. In addition, all facilities are, on a periodic basis, formally reviewed for cleanliness and safety through the Moffat County Services' *Quality Assurance & Health & Safety* programs.

POST SEASON OPERATIONS

As services are reduced - or campgrounds close – Moffat County will contact all visitors in those facilities at least two days in advance of the change in service level and inform them of the scheduled change(s). Entrance stations and bulletin boards also have signs posted indicating the changes in services. In addition, Moffat County will take the following steps:

WATER SYSTEMS: Moffat County will shut down all water systems prior to freezing temperatures according to the procedures required for each system. This includes:

- Draining designated pumps, holding tanks, water lines, hydrants, faucets, hot water heaters, etc. If necessary, a compressor is used to pressurize the lines to drain them.
- Moffat County will assume responsibility for any damage that might occur due to improper winterization.

GENERAL MAINTENANCE REQUIREMENTS: Moffat County will thoroughly clean all sites, including grounds, fire pits, grills, tables, etc., prior to closure for the *Winter Season*.

Toilets: Moffat County will clean all toilet buildings before securing them for the winter. Any vaults over $\frac{3}{4}$ full are pumped.

Bulletin Boards and Fee Stations: All areas that are closed for the *Winter Season* are posted as *Closed* or *Off Season*. Signs are posted indicating whether or not potable water and/or trash

collection is provided. All other posters, signs, and staples are removed. All entry gates are closed and locked.

Bulletin boards in any open areas are maintained according to the standards set forth in *Open Season Operations* above.

Trash Receptacles: All receptacles will be stored appropriately for winter. When storing dumpsters and trashcans for the winter, they will be tipped upside down, or otherwise protected to prevent snowmelt and water from accumulating inside and causing premature rusting. All wheels and roller bearings on dumpsters will be greased a minimum of once annually to prevent water and rust build up. This will typically occur when they are tipped for winter storage. Two, three or four foot long 4” x 4” s or the equivalent will be placed on the ground under each dumpster for stabilization and keep them off native soils that can promote rusting.

Other: As noted, all site cleaning tasks are completed as per those performed during the *Preseason Operations* outlined above.

UTILITIES: Moffat County will pay for all utilities, phone service, vault pumping, and garbage collection relating to this operation on a year-round basis. During the post season, Moffat County ensures that all utilities are properly shut off and closed down.

YEAR-END REPORTS AND INSPECTIONS: Moffat County will turn in year-end reports of use and maintenance as required by the Forest Service. Data for year-end reports is collected throughout the year on the company’s *Occupancy Logs*. Monthly totals on use figures are forwarded monthly. The year-end annual summary is provided no later than 30 days after the close of Moffat County’s fiscal year.

All year-end financial summaries are reported within 30 days after the close of Moffat County’s fiscal year. Additional information of Use and Revenue Reporting is included in Appendix E.

A year-end facilities inspection is also done during the Late or Winter Seasons. All maintenance and repair needs are identified, recorded in writing, and prioritized for the coming year.

Moffat County will work from the post-season inspection list in preparing to open sites the following spring.

USER FEES AND COLLECTION PROCEDURES

Rates: The rates proposed for the 2024 season are:

District	Facility	Site Fee	Group Fee	Hook Up Fee
HPBE	Freeman CG	\$20.00	N/A	N/A
HPBE	Freeman Day Use	\$5.00	N/A	N/A

When a campground, which typically has a potable water source between Memorial Day and September 30, does not have potable water available due to system failure, an “Unsafe” water

sample, or any other circumstance determined to be to the result of Moffat County negligence, nightly fees charged to the public will not exceed 50% of the normal advertised price. With written authorization from the Authorized Officer, an alternative source of potable water may be provided to remove this fee restriction, provide that it meets all required standards.

This 1/2 price restriction does not apply to post season (after September 30) operations in sites with pressurized water systems that require shut down and draining due to freezing temperatures. It does not apply if a water system fails due to circumstances beyond the control of Moffat County.

Method of Collection: Fees are normally collected by Moffat County employees through an honor system- both in the campgrounds and at the entrance stations. Moffat County will check sites for fee payment regularly.

Posting: Moffat County will post all applicable fees in each facility.

GENERAL OPERATING CONDITIONS

INSURANCE

Moffat County has an insurance policy in place that meets the minimum coverage requirements of the Special Use Permit. This will include the coverage of all property as outlined in the permit. Moffat County also has an auto policy in place to cover its fleet of vehicles and – as previously noted – has a worker’s compensation policy to cover all of its Colorado employees. Certificates of insurance and copies of the actual policy are provided to the Forest Service.

EMERGENCY RESPONSE

Moffat County will take the following steps in responding to emergencies on the MBRTB.

Overview: The Operations Managers, Site Managers, and/or Hosts respond as quickly as possible to emergencies which may arise. Many of these employees are trained in CPR and First Aid. Radio equipment or mobile telephones may be used to notify outside authorities (when needed) and to coordinate response from other Moffat County employees.

Protocols: Threats to life, serious injury, and serious property damage are attended to first. As soon as possible, Moffat County employees will notify Moffat County management and the Forest Service representative of the emergency and submit an incident report with appropriate information. Emergency numbers and notification procedures will be provided to every employee.

Employees are instructed to take the following steps in emergency situations:

1. Protect your own safety first. Do not take risks. The most important objective is notification of appropriate response entity.
2. Notify authorities (such as Sheriff's Office, Forest Service LEO, ambulance, etc.) and Moffat County management.
3. Attend to life threatening situations and other serious injuries.
4. Protect property.
5. Gather information.

Serious Injury: In the event of injury or sudden illness of a visitor, Moffat County will notify emergency services via radio or cell phone, if possible. If radio or cell contact is not possible, a Moffat County employee will remain with the injured or sick individual while another employee or a volunteer citizen drives to the closest telephone to call 911 or to the closest point where radio or cell contact is possible. Emergency notification procedures, including telephone numbers and radio call procedures, specific to the MBRTB are included in the *Handbook*, which each employee maintains.

Evacuations: In the event of a wildfire or other disaster, Moffat County employees will notify campers of the threat as soon as possible. If evacuation is necessary, Moffat County employees will direct evacuation with a marked Moffat County vehicle and uniformed employees. Moffat County determines the area to be evacuated and the area in which to relocate after consulting with the Forest Service and/or Sheriff. Once the evacuation has begun, Moffat County staff directs movement by placing employees along the evacuation route. Positioned employees communicate via radio or cell phone.

Moffat County staff will maintain a calm, orderly evacuation by providing information, giving clear concise instructions, and by coordinating traffic direction. Once the evacuation has been completed, the Operations Manager(s) sweep the area and secures the facility.

Hazardous Materials Spills: In the event of a spill of any chemicals or other hazardous materials, Moffat County staff will take the following steps:

1. Contain the spill if it is safe to do so.
2. Notify the Moffat County Operations Managers.
3. Notify the local Forest Service permit administrator - and the appropriate county and/or state agencies.
4. Clean up and remove as much of the spilled material as possible, but only after verifying the correct procedure for safe cleanup of the material involved.
5. Dilute any chemical residue remaining on the ground, if appropriate.
6. Safely dispose of any recovered chemical materials.
7. Arrange for an inspection of the spill site by the Forest Service.
8. File a Moffat County Services' *Incident Report* -- including a copy to FS.

Emergency Notification of Guests: When notified by the public, Forest Service, or a local official of the need for emergency contact with a guest, Moffat County will immediately locate that guest's registered site by use of *Occupancy Logs* and radio contact with campground hosts. Once the guest is identified, the closest available employee will deliver an emergency message. The employee directs the guest to the nearest phone, if necessary, and assists with any other immediate needs that the guest may have to act on.

LAW ENFORCEMENT

All law enforcement will be done in conformance with the rules and policies set forth in The Special Use Permit for Campground Related Granger-Thye Concessions, Authorization ID HBE539 for Freeman Campground. If the non-cooperative guests refuse to comply with Moffat County's formal request to leave the premises, Moffat County will contact the local Sheriff's Department for assistance.

Moffat County employees will be made aware that the sites included under the special use permit are relatively remote and it may take several hours for sheriff or FS law enforcement to be able to respond once a request for assistance is made.

Visitor Approach: It is important when contacting the public to have an approach which is professional and non-confrontational. When approaching a situation with which a Moffat County employee is uncomfortable, they will be instructed to retreat and call for assistance. Employees are expected to be professional when making a contact -- through attire, attitude and general demeanor - and to be knowledgeable in the rules and helpful in assisting with the compliance of those rules.

Requests for Assistance:

When requesting assistance, the following applies:

Life-threatening Situations (Medical Emergency - heart attack, excessive bleeding, etc.)
911

Non-Emergency Assistance Not Requiring Immediate Attention
Forest Service contact, Todd Schmutz cell 970 216 8240

General Incident Reporting Procedures: All incidents in which 911 or the MBRTB has been contacted must be verbally reported to the local Forest Service permit administrator within 24 hours and in writing within one week.

Damage to Facilities: All damage to Government facilities in excess of \$250.00 resulting from vandalism, breakdown of government equipment or other causes is reported verbally to the permit administrator within 24 hours of occurrence, and by written report on Moffat County Incident Report Form. Damage of less than \$250.00 will be reported on a weekly basis in writing to the Forest Service permit administrator on the Moffat County Incident Report Form.

Accidents and Personal Injuries: All injuries, accidents, or medical emergencies involving visitors or employees, or damage to public or government property in excess of \$250.00, in connection with the operation of this permit and occurring on National Forest Lands will be reported as soon as practicable after the incident to the FS Permit Administrator or Ranger District Office where the incident occurred. Additionally, Moffat County shall contact the Authorized Officer (District Ranger) as soon as practicable, but no more than one business day, following incidents that occur on National Forest System (NFS) lands within the authorized area after:

- Any incident resulting in death, permanent disability, or personal injuries that are life-threatening or that are likely to cause permanent disability.
- A search and rescue operation to locate a person; or
- Any incident that had or has high potential for serious personal injury, significant property damage, or significant environmental or other natural resource damage, including but not limited to avalanches, landslides, flooding, fire, structural failures, or release of hazardous substances.
- When notifying the Authorized Officer of an incident, Moffat County shall specify when, where, and how it occurred, and who was present or affected by the event. Moffat County will follow-up all incidents with a complete written report to the Forest Service within 5 business days of the incident. Those not resulting from any of the above will be verbally reported to the local Forest Service permit administrator within 24 hours - and written report within one week.

Violation Occurrences: Moffat County will report all violations that have occurred where no specific violator has been determined, such as resource damage (not associated with a designated recreation site), vandalism, etc. on a weekly basis, in writing on Moffat County Services' Incident Report Form.

RECYCLING

Moffat County will recycle campground items when feasible.

EQUIPMENT, SUPPLIES, STORAGE

Moffat County has an extensive inventory of vehicles, tractors, power tools, hand tools, and other equipment and supplies necessary for providing services on the MBRTB. Much of this equipment will be stored in the various administrative use areas assigned to the Moffat County under this permit.

PRE-MAINTENANCE INVENTORY

Prior to opening sites to the public, Moffat County will conduct a thorough maintenance inspection of all recreation sites. This survey will be documented through photos, notes and/or videotaping. Any maintenance needs discovered will either be corrected immediately or scheduled for future correction. This inspection is addressed further in the Pre-Season Operations section above.

USE REPORTS

Moffat County will submit use reports as identified by the Forest Service representative monthly.

UTILITIES

Moffat County will be responsible for securing, managing, and paying for all utilities required to operate the facilities under this permit.

SOLID WASTE COLLECTION

Moffat County will provide for garbage removal at all sites, maintain all government furnished garbage bins, and pay all of the costs associated with trash removal.

WATER SYSTEM OPERATION AND TESTING

Moffat County will operate and maintain all water systems in the permit area to be in compliance with applicable federal, state, county and local drinking water laws and regulations and Forest Service requirements found in FSH and FSM direction for operation and maintenance of a public water system. Moffat County will be responsible for water testing and preparing the required reports and maintaining the required records. Moffat County will also conduct any necessary follow-up testing and additional procedures to be taken when notified of positive test results. Appendix F of the Special Use Permit will govern Moffat County's operations of the water systems. Copies of water system test reports are provided to the FS upon receipt by Moffat County. If current regulations change and it becomes necessary to perform more or different tests, Moffat County is responsible for compliance.

NATURAL GAS/PROPANE

Moffat County will be responsible for all propane costs related to their operations during the term of this permit.

SEWAGE/SEPTIC

Moffat County is responsible for all flush and vault toilets that fall within the boundaries of developed sites. Operating procedures were discussed previously in the pre-season, open season, and post-season sections of this proposal.

TOILET PUMPING

Sanitation services to pump vault toilets, holding tanks, septic tanks and dump stations will be the responsibility of the Moffat County for the term of the permit. All disposal sites must meet federal, state, county, and local regulations. Moffat County and its contracted pumping service will adhere to the USDA Forest Service Recreation Tech Tip Publication *Vault Toilet Pumping Contract Specifications/Guidelines for Preparing Contracts* (October 1992).

SITE HAZARDS

As previously noted, Moffat County takes all measures necessary to protect the health and safety of all persons affected by the concession activity. Specifically, Moffat County is responsible for identifying, correcting, and reporting safety hazards to the authorized officer. The Forest Service must approve actions proposed to correct health and safety hazards and/or deficiencies.

As safety hazards are identified, Moffat County will take the following steps:

- Inform those who are in immediate danger.
- Take necessary actions to protect the public, at least temporarily.
- Immediately report the hazard to the Forest Service, even if there is no immediate danger to the public.
- Immediately report the hazard to any other employees who might be affected; and
- If possible, remove the hazard and document the removal.

Moffat County will close sites and immediately notify the Forest Service of any hazards in the area that the Moffat County is not able to remedy.

SIGNS AND POSTERS

Moffat County will post signs provided by U.S. Forest Services on bulletin boards, restroom buildings and similar information centers. This includes posters covering rules and regulations, fees, and information on the area. All signs must meet Forest Service standards. Handwritten posters are not allowed. Bilingual signs are posted in appropriate locations. Per Appendix A, M R & R Plan, on page 39, Forest Service will provide bulletin boards, posters, and signs.

Moffat County will post signs and/or posters indicating that: *These facilities are operated by Moffat County under a Special Use Permit from the USDA Forest Service.* Moffat County also posts any and all required Forest Service signs such as:

P23-14a *Camp Host-Unit*
P23-30 *Pets on Leash*
P23-39 *Quiet Hours*
P23-40 *Camp Must be Occupied 1st Night.*
P23-43 *Welcome to NF*
P23-54 *Camping Limit __14__ Days*
P23-56 *Vehicles on Roads and Spurs Only*
P17-8 *Special Use Permit*
Don't Feed the Animals sign.
Title VI poster (And Justice for All Poster)
Federal Outdoor Recreation Facility sign

Moffat County will repair and/or replace Moffat County -responsibility signs damaged by weather, wear, or vandalism. Paper posters will be replaced within one week of occurrence and

delivery of materials from Forest Service. Metal and/or wooden signs are replaced within one month of occurrence and delivery of materials from Forest Service. Moffat County will work with the Forest Service to develop and record a complete sign plan for the concessional facilities.

If bear attractant storage or other pertinent Supervisor's Order regulations are in place, the special regulation posters will be posted or affixed to the tables or in locations approved by the FS. The signage will be provided by the Forest Service.

ADVERTISING

Moffat County will accurately represent the accommodations and services provided to the public within the permit area in all advertisements, signs, brochures and any other materials. The fact that the permit area is located on National Forest Lands is made apparent in all advertising and signing.

All forms of advertising must also contain the following words *Moffat County is an Equal Opportunity Provider* and – if required - the statement: *Persons of any race, color, national origin, sex, age, religion, or with any handicapping condition are welcome to use and enjoy all facilities, programs, and services of the USDA. Discrimination in any form is strictly against agency policy and should be reported to the Secretary of Agriculture, Washington DC 20250. Telephone 202-720-1127.* Moffat County will provide the Forest Service with all advertising materials for prior review before they are distributed.

FIRE PREVENTION

Moffat County field operations are conducted with both wildfire and structural fire prevention as a paramount goal. Moffat County includes an overview of fire prevention and suppression training in the annual training, and has developed procedures, equipment, and practices intended to minimize loss from fire. Employee safety is also emphasized in training, as well as the importance of a quick response, the basics of the fire triangle and methods to extinguish a fire. Evacuation procedures are also covered.

In addition – each Moffat County vehicle will carry 1 - 1A-10BC fire extinguisher (5 pound).

Moffat County believes that the primary tool for prevention of fire is maintenance. Moffat County's maintenance program will provide for vegetation management to both eliminate hazards and the spread of wildfire. Periodic inspections include consideration for buildup of fuel or unsafe conditions which may cause or assist the spread of wildfire. In all campgrounds specified clearance of hazardous vegetative fuels are maintained from fire rings, parking areas, and tables. Fire officers from the Forest Service are invited to our facilities and a contact is made each year to discuss any special conditions which may exist. Should critical fire conditions exist, Moffat County employees will be given specific instructions to relay to the public about fire restrictions or special hazards. *A Fire Prevention Plan* is included as Appendix B of this Operating Plan.

ROAD AND TRAIL MAINTENANCE

Moffat County is responsible for trimming road shoulders, areas around parking barriers, and signs for visibility (when necessary), filling chuck holes with asphaltic materials on paved services, clearing of small rocks, etc., grading and/or controlling dust on unpaved surfaces, and erosion control through grading, ditching, or use of check dams. All culverts are routinely inspected and cleaned during the *Early* and *Late Season* as well as after significant weather events. Roads and parking lots are re-striped as necessary (see **Appendix C**).

Moffat County is responsible for maintaining all trail surfaces within the permit area (as identified in the facility inventory) in a safe and passable condition. This includes the removal of rocks and debris from the trail surfaces (including steps). In all cases where a hazard exists, it is suitably marked and barricaded until a repair can be made.

BEAR, MOUNTAIN LION AND OTHER PREDATORS

Moffat County will work closely with the Forest Service, US Fish and Wildlife, and state Department of Parks and Wildlife to ensure maximum protection for the visitor from natural predators, while at the same time insuring protection of wildlife.

Moffat County will provide handouts, posters, and - through its check in procedures - incorporate public notification of the correct procedures in dealing with these wild predators. Moffat County will diligently control garbage, and sanitation to discourage predators from visiting public use areas.

Moffat County employees will set an example by managing bird feeders, personal food / drink coolers, pet food, BBQ grills, trash, etc., in a manner that will not attract undesirable animals or insects. In many locations hosts may be completely prohibited from having bird feeders, pet food or other attractants outside at any time.

Include posting information concerning bear precautions and adherence to the bear precaution guidelines as follows:

1. Do not feed the bears.
2. Report bears activity within 24 hours to US Forest Service.
3. Post messages relating to bear activity on signboards.
4. Use approved bear resistant garbage containers if required.
5. Keep all food and any other odiferous supplies in secure containers.
6. Properly dispose of all garbage and wastewater containing food ASAP.

If bear, cougar, or other predatory animals are observed in a campground Moffat County personnel will notify customers immediately and will notify the district permit administrator and Colorado Parks and Wildlife officer by phone. The Moffat County employee who saw the animal, or who received the report from the public will complete a sighting/incident report in as much detail as possible (See form in **Appendix D**). Once completed, the report will be sent via FAX or computer to the Hahns Peak Bears Ears District permit administrator.

DISEASES (HANTAVIRUS AND PLAGUE)

Moffat County will cooperate with state and local officials, as necessary, in plague monitoring and suppression. Moffat County will provide information to the public in the form of signs and handouts. Moffat County will authorize its personnel to perform dusting and baiting duties under the direction of local vector control officials. Moffat County will take precautions, including the wearing of skin and respiratory protection, when dealing in situations where Hantavirus is present. Sick/dead rodents and other small animals will be investigated to determine if either of these diseases is possibly present. Disease prevention and control is incorporated into staff training.

RODENT CONTROL

Moffat County will cooperate with state, county and Forest Service officials in the monitoring and control of rodents. Moffat County staff is authorized to assist local vector control officials in setting live bait traps. Moffat County employees are instructed not to feed the animals.

Moffat County will participate in the prevention and control of rodent disease control efforts under the supervision of the state Department of Health Services, the local county, and the Forest Service. Activities may include posting information signs, dusting with approved rodenticides or insecticides, and notifying the Forest Service promptly of any unusual number of dead and dying rodents.

HERBICIDES/PESTICIDES

Moffat County will not use any herbicides and pesticides in carrying out the operations under this permit without the prior approval of the Forest Service. If such approval is sought – Moffat County will submit its request annually on a due date established by the Forest Service permit administrator. Only those materials registered by the US Environmental Protection Agency for the specific purpose planned are considered for use on National Forest system lands.

NOXIOUS WEEDS

Moffat County is responsible for control of noxious weed infestations within permitted boundaries and will actively prevent any new and/or the increase of existing infestations. For species which require herbicide treatment to control, Moffat County will report those species to the Forest Service if found. (i.e. toadflax, knapweeds, Canadian thistle, etc.) For bi-annual species that can be controlled by pulling or chopping (plumbless thistle, musk thistle, hounds' tongue, etc.), Moffat County will be responsible for that type of treatment.

Moffat County will work with local weed abatement officials and the Forest Service to determine how to prevent infestation and/or spread of noxious weeds. Forest Service approval must be obtained for any treatments used.

VANDALISM

Moffat County will work diligently to prevent vandalism by a three-step approach.

First, vandalism such as paint "tagging" or carvings is corrected as soon as possible to lessen the spread of such vandalism.

Second, vandal resistant materials are used wherever practical to prevent excessive damage.

Third, public education and awareness are promoted to help report and perhaps apprehend vandals. Moffat County is interested in aggressively pursuing, both criminally and civilly, any individual who vandalizes permitted facilities.

All damage to government facilities in excess of \$250.00 resulting from vandalism, breakdown of government equipment, or other causes, are reported verbally, or by FAX, to the Forest Service within 24 hours of occurrence -- followed by a written report within one week. Damage of less than \$250.00 is reported on a weekly basis in writing. Moffat County uses the standard, company *Incident Report Form* for written reports of these and similar incidents. Incidents of disorderly conduct are handled in a similar fashion.

Potential problems are identified (where possible) and the visitors contacted prior to any problems arising. The primary focus is on education of the guest and voluntary compliance. In those cases where voluntary compliance is not effective, Moffat County will take steps to properly enforce its own *Innkeeper's Rules and Regulations* and to contact local law enforcement agencies as necessary. Disorderly conduct and vandalism are approached as a *zero-tolerance* issue.

IMPROVEMENTS

All standards specified in the Maintenance, Reconditioning, and Renovation Plan will be adhered to in any improvements made to the MBRTB facilities.

SPECIAL CONDITIONS

ACCESSIBILITY

The Architectural Barriers Act of 1968 (ABA) and Section 504 of the Rehabilitation Act of 1973 required new or altered facilities to be accessible, with few exceptions. In 2004, the Architectural and Transportation Barriers Compliance Board (Access Board) issued revised accessibility guidelines for buildings and facilities subject to the ABA and the Americans with Disabilities Act (ADA). These new guidelines are called the ADA/ABA Accessibility Guidelines. In 2006, the Forest Service issued the Forest Service Outdoor Recreation Accessibility Guidelines (FSORAG). The FSORAG addresses types of recreational facilities, including developed recreation sites that are not covered by ADA/ABA Accessibility Guidelines.

Any government maintenance, reconditioning, or improvement must meet ADA/ABA Accessibility Guidelines, where applicable, as well as the FSORAG.

Moffat County staff will work with the Forest Service to develop and implement an Accessibility Transition Plan for the recreation sites operated under this permit, if requested. Corrective measures and/or developments will be included in the annual Granger-Thye plan for

implementation. Moffat County staff is aware of barriers to access and monitors existing sites and facilities to provide assurance pathways and entrances are not obstructed.

SITE PROTECTION

Moffat County will enforce the rules of use effectively to best protect the natural resources within the facilities it operates. All site capacity limits will be enforced. A 14-day stay limit will be enforced during any consecutive 30-day period throughout the Forest or as otherwise regulated by Supervisor's Order. Allowing the public to occupy, or otherwise use any campground for residential purposes or camping in a site while working will be prohibited unless specifically authorized in writing by the Forest Service.

ARCHEOLOGICAL RESOURCES

Moffat County will immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until directed otherwise by the authorized officer.

FS USE OF CAMPGROUNDS

FS road crew personnel frequently utilize self-contained campers/trailers and stay overnight at locations around the Forest in order to reduce travel costs and improve logistics for work they are assigned. Many road crew projects also involve improvements to campground features and/or areas that the public who stay in campgrounds also enjoy. Other types of FS crew members may need to stage in a campground during trail or wildlife habitat projects or other remote projects. Developed Campgrounds are a logical location to stay during many of these assignments. Moffat County is willing to allow FS crew personnel who are in work status to stay in campgrounds at no cost as long as no expense is incurred. The following protocols should be followed:

- FS personnel must inform the District or Forest concession permit administrator during planning stages of a project. The administrator will then discuss with the Moffat County Site Manager to determine feasibility and concerns prior to the date of arrival.
- FS personnel must check in with the host at arrival and inform them of how long they anticipate staying.
- FS crews should coordinate with the host as to which site(s) they should use.
- FS crews should never occupy prime sites in a campground.
- FS crews will not utilize electrical hook-ups or sewage dump stations without fully compensating Moffat County.
- FS crews should not fill water holding tanks at developed campgrounds – potable water tanks should be filled prior to arrival.
- FS crews should not plan on leaving trailers in sites over weekends or holidays without prior approval by the Forest permit administrator and the Moffat County site manager.
- FS crews should inform the host of any changes to their schedule and when they plan on leaving a site.

GRANGER-THYE PROJECTS

GRANGER-THYE FEE OFFSET PROJECTS

Moffat County will complete the maintenance and/or refurbishment of Government-owned improvements set forth in the annual Granger-Thye Fee Offset Agreement, approved by the Forest Service. The specific tasks to be performed will be negotiated and agreed upon annually as set forth in Authorization HBE539.

DEPOSITS AND ADVANCE PAYMENTS

Moffat County will pay an annual permit fee to the USDA, Forest Service, pursuant to IV Permit Fees and Accounting Records, set forth in HBE539.

For the 2024 season the estimated fees are approved at 6% of the actual gross revenues on camping fees. Final reconciliation will occur once final revenue reports are submitted.

MULTI-YEAR GRANGER-THYE FEE OFFSET PROJECTS

Multi-year projects are subject to the terms and conditions set forth in Authorization HBE539, as outlined in Section IV “Permit Fees and Accounting Records.”

Appendix A WATER SYSTEM OPERATION AND MAINTENANCE LOG SHEET

WATER SYSTEM NAME: _____ PWSID # _____
Date: _____ Meter Reading: _____
Name/Signature of ORC on site: _____
Assisted by (names): _____

Describe existing condition. Provide DETAILED account of actions taken, tasks performed, processes, procedures, and outcomes. **Who did what!** (Include things such as size, amount, quantity, sequence, reactions, results, time, duration, etc.).
Identify any items left pending or needing future attention.

Continue another sheet if necessary.

Appendix B FIRE PREVENTION PLAN

Moffat County will make every effort to prevent wildfires and structural fires by employing the following measures:

- Maintain hazard reduction clearances to meet state and Forest Service standards as follows:
 1. Fire Rings – a 4’ clearance will be maintained of all combustible materials around fire rings and pedestal fire grills. Fire rings will be cleaned so as not exceed ½ full. Ashes, charcoal, and unburned wood shall be removed from fire rings and grills when there is less than four (4) inches of free side clearance on 7” rings and 10” on 18” rings or higher rings. Hot ashes will not be placed in dumpsters.
 2. Tables, Bulletin Boards, Water Hydrants, Barriers, Signs, and Buildings – Vegetation will be cleared for a 10’ radius around all buildings. Grass and ground vegetation will be maintained to a maximum height of 8” and a minimum distance of 36” away from all tables. Roofs will be cleared of pinecones and needles.
 3. Trash Containers – the area immediately adjacent to trash containers will be kept clear of pine needles, weeds, and trash.
- Hazardous material will be stored in a safe manner and location.
- Forest Orders and Fire Restrictions will be communicated to the public and followed.
- Campfires will be monitored to ensure that all are:
 1. In authorized fire rings or pedestal fireplaces
 2. Contain no material larger than the device.
 3. Not left unattended
 4. If found unattended they are put out.

Unattended Fires

If a Moffat County employee observes a fire outside of a fire ring, the following protocols will be used:

- First notification of a fire will be reported to the Moffat County office.
- If a fire extinguisher or a canteen of water can be used to put it out, then put it out and report the incident as indicated above. If not, get people out of the way, including yourselves, and then do the following:
- Call 9-1-1 to get a cooperated fire engine rolling. They will respond per a FS/BLM/County Mutual Aid Agreement and may get there faster than a Forest Service engine will.
- After notifying 9-1-1, if it's during business hours, call the associated HPBE District Office and describe the problem and what's been done about it.

- If it isn't during regular business hours, call 9-1-1 and do nothing other than camper crowd control (as in, keeping everyone away from the scene) and directing them to the nearest safe zone. The dispatch system will work to get responders there.
- If an evacuation of the campground becomes necessary – the holder will comply.

Training

As part of Moffat County's employee training program all employees working at Freeman Campground and in the Moffat County Sheriff's Office are informed on this Fire Prevention Plan and the relationship with the Operating Plan.

The basics of the fire triangle (fuel, air, temp.) are explained. The importance of fuel reduction is made clear along with our commitments in the Operating Plan. The combustible qualities of *duff* are presented. Moffat County will invite Forest Service personnel to discuss likely threats and appropriate responses.

The locations and contents of Fire Prevention Tool Caches are posted in all offices and storage areas. Copies are provided to each employee and placed in all Moffat County vehicles.

Fire Prevention Tool Caches

As noted elsewhere in this Operating Plan - Moffat County will prepare and maintain Fire Prevention tool caches that will contain the following tools: a Pulaski, 2 long handled shovels, buckets, and a fire extinguisher.

These caches will be located at some host sites, storage areas, and with the approval of the Forest Service in selected restroom utility closets.

Appendix C ROAD MAINTENANCE PLAN

EARLY SEASON

Sweep and/or blow all roads, parking lots and paved campsite spurs.

- Material will not be piled,
- Material will be scattered or disposed of properly,
- Pinecones and limbs will be kept off roadways and walkways for public safety,
- Use of blowers at beach sites will be limited to when the wind is blowing away from the lake.

Cut back vegetation.

- Limbs and brush will be trimmed back to a distance no less than six inches from the edge of all roadways and spurs (limbs will be flush cut to the trunk),
- No limb over hanging below 12 feet,
- All signs in place clear and visible,
- Allow for visibility to all vehicles on roadway,
- Allow for full use of road and spur surface,
- Special attention to beach parking lots.

Paint

- Center lines in roadways,
- Parking stalls,
- Directional arrows & lines,
- ADA Designations.

Check for and correct.

- Culvert obstructions will be cleared,
- Potholes will be filled with asphaltic materials,
- Road buckles will be corrected,
- Loose or misaligned speed bumps,
- Failing edges will be supported with base material and patched with asphaltic materials.

A survey of the overall condition of the roads and walkways included in this Special Use Permit will be conducted during the Early Season. Responsibility for repairs (landlord/tenant) will be determined in time for inclusion in the Granger-Thye Agreement if necessary.

APPENDIX C (continued)
ROAD MAINTENANCE PLAN

PEAK SEASON

Sweep and/or blow all areas of roads, parking lots and paved campsite spurs.

- Material will not be piled,
- Material will be scattered or disposed of properly,
- Pinecones and limbs will be kept off roadways and walkways for public safety,
- Special attention will be given to the beach parking lots for accumulations of sand,
- Use of blowers at beach sites will be limited to when the wind is blowing away from the lake.

All roadway shoulders and around all barrier posts will be trimmed of weeds. Monitor all roadways to ensure the following do not develop.

- Culvert obstructions,
- Potholes,
- Road buckles,
- And failing edges.

Any items that do develop will be addressed as in the Early Season.

LATE SEASON

Sweep and/or blow all areas of roads, parking lots and paved campsite spurs.

- Material will not be piled,
- Material will be scattered or disposed of properly,
- Pinecones and limbs will be kept off roadways and walkways for public safety,
- Use of blowers at beach sites will be limited to when the wind is blowing away from the lake.

Prepare all culverts for the winter.

- Culvert approaches will be cleared of loose material,
- Culverts will be cleared of all obstructions,
- Culvert discharges will be cleared of loose material,
- Other water flow controls will be examined to insure proper operation.
- Inspect for and make repairs as previously mentioned to: Todd Schmutz
- Potholes,
- Road buckles,
- And failing edges.

Appendix D Bear/Moose Sighting/Incident Report Form

Is this Sighting/Incident pertaining to: **BEAR** **MOOSE** **OTHER** (Circle only 1)

Name of person completing this report: _____ Phone: _____

Email: _____

Name of person reporting incident or sighting: _____ Phone: _____

Email: _____ # of people in party: _____

Date of this report (M/D/Y): _____

Date of incident (M/D/Y): _____ Time of incident: _____

Did reporting party actually see a bear(s)/moose? Yes ___ No ___

If Yes, How many were seen? _____ Photo(s)? Yes ___ No ___

Color? #1 _____ How big (lbs, S/M/L)? #1 _____ Unique markings? #1 _____
#2 _____ #2 _____ #2 _____

Exactly where did this incident occur? And is this less than 100yds from a trail, campground, visitor area, or facility? Yes ___ No ___

(campground name, campsite #, in the parking lot, at the trash dumpster, trail name, etc.)

Was property damaged/destroyed? Yes ___ No ___

If Yes, Explain _____

Was anyone injured? Yes ___ No ___

If Yes, Explain _____

Did the incident involve food/garbage/bear attractants? Yes ___ No ___

If Yes, Explain _____

Did the incident involve dog(s) or were any present? Yes ___ No ___

If Yes, Explain _____

Description of Incident: Use back of page as necessary _____

Scan/email to: Forest Service todd.schmutz@usda.gov

Appendix E Use & Revenue Reporting

Moffat County will provide use and revenue reports to the Forest Service monthly for each campground and designated day use site as required in the prospectus. A final year-end report will be submitted by January 30, one month after the close of Moffat County's fiscal year. The monthly use and cash sale revenue reports will be submitted by the 20th day of the month following the reporting period.

At a minimum, monthly and year-end use reports will include:

- The total number of units occupied based on daily counts.
- Total recreation fee revenue.
- Total fee revenue for other goods and services.
- All extra vehicle charges.
- The total number of America the Beautiful Interagency Pass including Senior, Access and Military Passes honored.

Use and Revenue Data- Freeman Campground 2024

Month (example July 1- 31st) _____

column		Week 1	Week 2	Week 3	Week 4	MONTHLY TOTAL
I	Total Revenue (add columns a-d)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
a	Day Use/ Boat Ramp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
b	Campground	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
c	All extra vehicle charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
d	Any other Revenue charged	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
II	Total Passes honored (add columns e-g)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
e	America the Beautiful Senior	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
f	America the Beautiful Access	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
g	America the Beautiful Military	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
III	number of sites occupied					

Use and Revenue Data- Freeman Campground 2024

SEASON REPORT - DATA POPULATES AUTOMATICALLY FROM MONTHLY SHEETS

column		June	July	August	September	October	November	MONTHLY TOTAL
I	Total Revenue (add columns a-d)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
a	Day Use/ Boat Ramp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
b	Campground	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
c	All extra vehicle charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
d	Any other Revenue charged	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
II	Total Passes honored (add columns e-g)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
e	America the Beautiful Senior	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
f	America the Beautiful Access	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
g	America the Beautiful Military	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
III	number of sites occupied	0	0	0	0	0	0	0

Appendix F Child Abuse or Neglect Reporting Procedures

In December of 2012 the Forest Service issued Interim Directive No, 2709.11-2012-4 which adds new requirements for any special use authorizations that involve supervision of children under the age of 18 by the holder or the holder's agent.

Moffat County or its staff does not regularly supervise children under the age of 18, but situations conceivably could arise during the operating season where a child could be supervised by an employee. Moffat County will comply with the requirements of the Directive. This Appendix M will serve as Moffat County's fulfillment of the operating plan portion of the requirements.

Should any allegations of sexual abuse, observed serious physical injuries, or life-threatening neglect of children under the age of 18 be reported, Moffat County will immediately report them to the local social services and law enforcement agencies with authority to take emergency action to protect children who are abused or neglected (the local agencies) and as soon as practicable thereafter to the authorized officer.

The name, address, telephone number, and facsimile number of the local agencies for all counties in which Moffat County operates with this special use authorization are as follow:

Colorado

<http://www.colorado.gov/cs/Satellite/CDHS-ChildYouthFam/CBON/1251590165629>

Click on the website above for information on reporting or call (303) 866.5932

As stated in the **Staffing and Management** section of this operating plan, all new employees undergo a formal background check, including criminal history.

Moffat County will provide periodic training of prospective reporters of child abuse or neglect during the annual management training program that has already been established as discussed in the **Employee Training** section of this operating plan. The training will cover the signs of child abuse and neglect and the reporting requirement when child abuse or neglect is suspected.

**GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

<p>State Agency DEPARTMENT OF LAW, PEACE OFFICER STANDARDS AND TRAINING</p>	<p>Grant Agreement Number CTGG1 LAAA GT252024000000000006</p>
<p>Grantee Moffat County</p>	
<p>Grant Issuance Date The later of JULY 1,2024 or the date the State Controller or an authorized delegate signs this Grant Letter</p>	
<p>Grant Expiration Date JUNE 30, 2025</p>	<p>Grant Amount State Fiscal Year 2025: \$97,806.00</p>
<p>Grant Authority Authority to enter into this Agreement exists in § 24-31-303(2)(b), C.R.S., § 24-31-310, C.R.S., and § 42-3-304(24), C.R.S.</p>	
<p>Grant Purpose The Grantee will facilitate training services as identified in Exhibit A (Statement of Work) and Exhibit B (Application and Budget).</p>	
<p>Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant:</p> <ol style="list-style-type: none"> 1. Exhibit A, Statement of Work. 2. Exhibit B, Application and Budget. 3. Exhibit C, Sample Option Letter 4. Exhibit D, Sample Grant Funding Change Letter <p>In the event of a conflict or inconsistency between this Grant 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"> 1. Colorado Special Provisions in §17 of the main body of this Grant 2. The provisions of the other sections of the main body of this Grant. 3. Exhibit A, Statement of Work. 4. Exhibit B, Application and Budget. 5. Exhibit C, Sample Option Letter 6. Exhibit D, Sample Grant Funding Change Letter 	

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p>GRANTEE Moffat County</p> <p>DocuSigned by: <i>Tony Bohrer</i> 479E7EE9EA6C4C8...</p> <p>By: Tony Bohrer, Chair Moffat County Board of Commissioners</p> <p>June 26, 2024</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Law Philip J. Weiser, Attorney General</p> <p>DocuSigned by: <i>Peggy Valdez</i> 5CB773DE1EBE4B8...</p> <p>By: Peggy Valdez, Chief Administrative Officer General</p> <p>June 26, 2024</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Melissa J. Moynham</i> 25D34D21D3164DB...</p> <p>By: Melissa Moynham, Department of Law State Controller Delegate</p> <p>June 26, 2024</p> <p>Effective Date: _____</p>	

STATE OF COLORADO
Department of State
1700 Broadway, Suite 550
Denver, CO 80290



Jena M. Griswold
Secretary of State
Christopher P. Beall
Deputy Secretary of State

July 8, 2024

CMS # 192604
CORE #: CT, VAAA, HAVA, 2025-0987

Moffat County
Attn: Stacy Morgan, County Clerk and Recorder
1198 W Victory Way, Suite 112
Craig, CO 81625

Dear Clerk Morgan:

We are pleased to inform you that Colorado Department of State (CDOS) has approved your application for funding pursuant to the 2024 Election Improvement Grant (“Program”) in the amount of \$9,942.20. This funding is a sub-grant from CDOS’s Help America Vote Act (HAVA) Election Security Grant. (\$3,976.60 from Local Match). This letter authorizes you to proceed with the purchase items and services related to the improvement of the 2024 November General Election (“Project”) in accordance with the terms of this Grant Award Letter.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions as they are requirements of this Grant to which you Grantee agree by accepting the Grant Funds. If you are satisfied with the terms and conditions of this Grant Award Letter, please sign using the DocuSign email invitation to sign.

If you have questions regarding this Grant, please contact: Daniel Pickard at daniel.pickard@coloradosos.gov.

Best regards,

Christopher Beall
Deputy Secretary of State

**GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

State Agency Colorado Department of State (CDOS)	Grant Amount (Federal Funds) State Fiscal Year 2024-25: \$9,942.20 Total for all State Fiscal Years: \$9,942.20
Grantee Board of County Commissioners of Moffat County Grantee UEI JK39NCN9VSD6	Local Match Amount State Fiscal Year 2024-25: \$3,976.60 Total Local Match for all State Fiscal Years: \$3,976.60
Grant Issuance Date The later of July 8, 2024 or the date the State Controller or an authorized delegate signs this Grant Letter	
Grant Expiration Date December 31, 2024	
Grant Authority On April 17, 2018, the Colorado Department of State (CDOS) received an initial Help America Vote Act (HAVA) Election Security Award from the US Election Assistance Commission (EAC). The Award, which includes twenty percent in State matching funds, grants CDOS the “discretion as to if and how [it] make[s] available funds to local election jurisdictions.” HAVA funds are continuously appropriated to the Department of State pursuant to §1-1.5-106(2)(b) C.R.S. CDOS is authorized to make such awards to counties by §1-1.5-106(7) C.R.S. Grant Agreement: CO1801001-01 Catalog of Federal Domestic Assistance (CFDA) #: 90.404	
Grant Purpose This grant program (the 2024 Election Improvement Grant) is to assist Colorado counties with one-time costs directly related to the improvement of security, accessibility and other miscellaneous costs that will improve the administration of federal elections in 2024.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> 1. Exhibit A, Statement of Work. 2. Exhibit B, Budget. 3. Exhibit C, Federal Provisions. In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> 1. Exhibit C, Federal Provisions. 2. Colorado Special Provisions in §17 of the main body of this Grant 3. The provisions of the other sections of the main body of this Grant. 4. Exhibit A, Statement of Work. 5. Exhibit B, Budget. 	

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of State Jena M. Griswold, Secretary of State</p> <p>DocuSigned by: <i>Christopher Beall</i></p> <p>By: Christopher Beall, Deputy Secretary of State</p> <p>Date: July 16, 2024</p>	<p>BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY</p> <p>DocuSigned by: <i>Tony Bohrer</i></p> <p>By: Tony Bohrer, County Commissioner</p> <p>Date: July 16, 2024</p>
<p>In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Brad Lang</i></p> <p>By: Brad Lang, Controller & Budget Director, Department of State, OSC Delegate</p> <p>Date: July 16, 2024</p>	



NEW ACCOUNT APPLICATION

"Protective Linings for Industrial Applications"

FOR OFFICE USE ONLY

AMLS Representative _____
Credit Limit _____ Terms _____
Approved by _____
Date _____

APPLICANT

Firm/Corporate Name Moffat County Road & Bridge
Mailing Address PO Box 667 City Craig State CO Zip 81626
Shipping Address 822 1st Street City Craig State CO Zip 81625
Telephone No. (970) 824 - 3211 Ext 1018 Fax No. () _____ - _____
E-Mail Address tal Alexander@moffatcounty.net Website _____
Type of Business: Governmental Corporation _____ Partnership _____ Sole Proprietor _____ Date Established _____
Buyer Name Tim Alexander A/P Contact Annie Mullins

REFERENCES

Bank Bank of Colorado Account Number _____
Address 250 W Victory Way City Craig State CO Zip 81625
Telephone No. (970) 824 - 9421 Fax No. () _____ - _____

TRADE REFERENCES

Company Name MJK Sales and Feed Inc Contact _____
Address 2315 W 1st St City Craig State CO Zip 81625
Telephone No. (970) 824 - 6581 Fax No. () _____ - _____

Company Name Yampa Valley Electric Contact _____
Address 3715 US-40 City Craig State CO Zip 81625
Telephone No. (970) 824 - 6593 Fax No. () _____ - _____

Company Name Grainger Contact _____
Address 95 S Tejon St City Denver State CO Zip 80223
Telephone No. (800) 472 - 4643 Fax No. () _____ - _____

The parties concur that this Agreement shall be construed according to the laws of the State of ^{Colorado}~~Pennsylvania~~, and any action thereon may be brought in the State of Pennsylvania in Allegheny County. In consideration of American Made Liner Systems extending credit, we do hereby agree jointly and severally to pay for all goods, wares, and merchandise supplied to use for the above named business. ~~In the event it becomes necessary to place the account with an attorney or collection agency, we agree to pay all costs of collection including reasonable attorney's fees.~~

As it is my intention to establish an open account with American Made Liner Systems, my signature below grants my permission to my creditors and my banking institution(s) to release all information pertaining to my accounts and the manner in which they are handled. All information provided will be carefully considered and held in the strictest of confidence.

SIGNED AND DELIVERED THIS 16th DAY OF July 2024
SIGNATURE AND TITLE Donald Brown - Commissioner



Box 71397
Des Moines, IA 50325
Fax: 844-727-9301
Phone: 844-727-9300



Equipment Leasing

CREDIT APPLICATION

VENDOR AND PLAN INFORMATION

SALES REP	CELL	VENDOR
SALES PRICE \$	TERM	COMMENTS
<input type="checkbox"/> with tax <input type="checkbox"/> without tax		
<input type="checkbox"/> Easy Pay <input type="checkbox"/> 12 + 1 <input type="checkbox"/> Promo _____		
<input type="checkbox"/> Other: Buy Out _____ Paid Up Front # _____ Other: _____		

EQUIPMENT

BUSINESS INFORMATION

BUSINESS NAME <i>Moffat County Road and Bridge Department</i>	FEDERAL ID # 84-6000785
STREET ADDRESS	CITY
STATE	ZIP
COUNTY	
<input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input checked="" type="checkbox"/> OTHER <u>Government</u>	
NATURE OF BUSINESS <i>County Road Department</i>	EMPLOYEES Full Time <u>50+</u> Part Time _____
YEARS IN BUSINESS <u>75+</u>	YEARS UNDER CURRENT OWNERSHIP
PHONE # <u>(970) 824 3211</u>	FAX #

BILLING CONTACT	NAME <i>Dan Miller</i>	PHONE # <u>(970) 824-3211 XT1015</u>	EMAIL <u>dmiller@moffatcounty.net</u>
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BANK INFORMATION

BANK REFERENCE(S) / ACCOUNT NUMBER(S)	CONTACT	PHONE	CITY & STATE
Bank of Colorado 0901526868	Stacy Razzano	970-824-9421	Craig CO

PRINCIPAL(S) INFORMATION

ALL OWNERS, OFFICERS & STOCKHOLDERS OVER 10%	% of Ownership	TITLE	SOCIAL SECURITY NUMBER	DOB	HOME ADDRESS STREET/CITY/STATE/ZIP

AUTHORIZATION

I authorize release of any credit or financial information to KLS Equipment Leasing or its assigns.

AUTHORIZED SIGNATURE: *Samuel Brown* DATE: 7/16/24

FAX TO: 844.727.9301 or EMAIL TO: staff@klsequipment.com

RESOLUTION NO. 2024 - 74
 July 23, 2024
 Supplemental Budget

WHEREAS, the Board of County Commissioners of the County of Moffat and State of Colorado have approved the 2024 Budget.

WHEREAS, various departments have a need to amend their budget amounts due to a change in revenues, grants or unanticipated needs.

WHEREAS, this supplemental has been properly published prior to adoption.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Moffat County, Colorado that the 2024 appropriations and budgets be supplemental as follows:

	Account Description	Line Description	Debit	Credit
11000001-43001	FEDERAL PILT	DOWNWARD SUPPLEMENTAL	\$163487.00	
Account	Account Description	Line Description	Debit	Credit
10000001-55039	AUGMENTATION EXPENDITURES	ROLLOVER	\$40007.50	
10000001-43439	AUGMENTATION PLAN	ROLLOVER		\$22478.02
14000001-53046	TRAVEL	ROLLOVER	\$2345.34	
14000001-53009	DUES & MEETINGS	ROLLOVER	\$261.00	
60063006-60005	CAPITAL OUTLAY	ROLLOVER	\$99680.00	
Account	Account Description	Line Description	Debit	Credit
175ARP_1-53068	AUGMENTATION PLAN	Transfer	\$14463.38	
10000001-55039	AUGMENTATION EXPENDITURES	Transfer	\$8014.64	
175ARP_1-60032	LIBRARY BUILDINGS	Transfer		\$3966.23
175ARP_1-60051	ASSESSOR ARCA SEARCH	Transfer		\$2000.00
175ARP_1-60047	GOLF COURSE IMPROVEMENT	Transfer		\$4038.13
175ARP_1-60021	LOUDY SIMPSON IMPROVEMENT	Transfer	\$4038.13	
175ARP_1-60021	LOUDY SIMPSON IMPROVEMENT	Transfer	\$5966.23	
175ARP_1-60045	FAIRGROUNDS IMPROVEMENTS	Transfer		\$59738.00
175ARP_1-60049	MAYBELL PARK IMPROVEMENT	Transfer		\$58836.29
175ARP_1-60021	LOUDY SIMPSON IMPROVEMENT	Transfer	\$118574.29	
22000002-52015	EMERGENCY FIRE FUND	Transfer		\$1000.00
22000002-54027	FOOD & MEALS	Transfer	\$1000.00	
24000002-52037	REPAIRS EQUIP/MAINT	Transfer		\$3000.00
30000003-52037	REPAIRS EQUIP/MAINT	Transfer	\$3000.00	

Account	Account Description	Line Description	Debit	Credit
60063006-60005	CAPITAL OUTLAY	Transfer		\$21522.16
60063006-60006	CARPET REPLACEMENT	Transfer	\$6700.00	
60063006-60020	LINOLEUM REPLACEMENT	Transfer	\$4045.00	
60063006-60046	SECURITY UPGRADE	Transfer	\$10777.16	
60061006-53001	ADVERTISING	Transfer		\$4000.00
60062006-52011	UTILITIES ELECTRIC	Transfer		\$6000.00
60062006-52030	UTILITIES NATURAL GAS	Transfer		\$2555.00
60063006-52017	FACILITY EXPENSE	Transfer		\$6000.00
60061006-53005	COMPUTER EXPENSE/SERVICES	Transfer	\$4200.00	
60062006-52040	UTILITES SEWER	Transfer	\$3900.00	
60062006-52046	UTILITIES WATER	Transfer	\$3300.00	
60063006-50050	SM I CONTRACT LABOR	Transfer	\$7155.00	
60561006-53001	ADVERTISING	Transfer		\$6000.00
60561006-53018	INSURANCE	Transfer		\$1476.00
60561006-53057	CONTINUING EDUCATION	Transfer		\$2000.00
60562006-52011	UTILITIES ELECTRIC	Transfer		\$4000.00
60562006-52030	UTILITIES NATURAL GAS	Transfer		\$4500.00
60563006-52017	FACILITY EXPENSE	Transfer		\$10669.00
60561006-53005	COMPUTER EXPENSE/SERVICES	Transfer	\$4200.00	
60562006-52040	UTILITES SEWER	Transfer	\$2950.00	
60563006-52012	ELECTRICAL REPAIR	Transfer	\$3325.00	
60563006-52033	PLUMBING	Transfer	\$1000.00	
60563006-50050	SM II CONTRACT LABOR	Transfer	\$2400.00	
60563006-54047	PAINT	Transfer	\$2620.00	
60563006-60006	CARPET REPLACEMENT	Transfer	\$6750.00	
60563006-60020	LINOLEUM REPLACEMENT	Transfer	\$5400.00	
10000001-53034	SOIL CONSERVATION	Transfer	\$7500.00	
17500001-51018	OTHER PROFESSIONAL SERVICES	Transfer		\$7500.00
175ARP_1-60049	MAYBELL PARK IMPROVEMENT	Transfer		\$15000.00
175ARP_1-60048	MAYBELL WASTEWATER TF IMPROVEM	Transfer	\$15000.00	
60063006-60005	CAPITAL OUTLAY	Transfer		\$2691.52
175ARP_1-60046	SECURITY UPGRADE	Transfer	\$2691.52	
10000001-43439	AUGMENTATION PLAN	UNEXPECTED REVENUE		\$14753.69

Account	Account Description	Line Description	Debit	Credit
10000001-55039	AUGMENTATION EXPENDITURES	UNEXPECTED REVENUE	\$14753.69	
15000001-46004	REIMBURSEMENT	UNEXPECTED REVENUE		\$6374.36
15000001-58003	EMPLOYEE APPRECIATION	UNEXPECTED REVENUE	\$6374.36	
15000001-46004	REIMBURSEMENT	UNEXPECTED REVENUE		\$1526.00
15000001-53056	EMPLOYEE EDUCATION	UNEXPECTED REVENUE	\$1526.00	
20500002-45022	SALE OF ASSETS-Sheriff	UNEXPECTED REVENUE		\$20280.00
20500002-60014	EQUIPMENT VEHICLES	UNEXPECTED REVENUE	\$20280.00	
21512302-45022	SALE OF ASSETS-OEM	UNEXPECTED REVENUE		\$3945.00
20500002-60060	Search and Rescue Equipment	UNEXPECTED REVENUE	\$3945.00	
23500002-46004	Reimbursement	UNEXPECTED REVENUE		\$2345.15
23500002-54038	MISCELLANEOUS	UNEXPECTED REVENUE	\$2345.15	
23500002-43013	FEDERAL JBBS & MAT GRANT	UNEXPECTED REVENUE		\$16821.52
23500002-51018	OTHER PROFESSIONAL SERVICES	UNEXPECTED REVENUE	\$1104.00	
23500002-51016	MENTAL HEALTH SERVICES	UNEXPECTED REVENUE	\$3831.16	
23500002-56003	JAIL BASED BEHAVIORAL SERVICES	UNEXPECTED REVENUE	\$1123.42	
23500002-53046	TRAVEL	UNEXPECTED REVENUE	\$425.00	
23500002-43013	FEDERAL JBBS & MAT GRANT	UNEXPECTED REVENUE		\$38278.65
23500002-51018	OTHER PROFESSIONAL SERVICES	UNEXPECTED REVENUE	\$1654.75	
23500002-51016	MENTAL HEALTH SERVICES	UNEXPECTED REVENUE	\$3827.14	
23500002-56003	JAIL BASED BEHAVIORAL SERVICES	UNEXPECTED REVENUE	\$21795.75	
23500002-53046	TRAVEL	UNEXPECTED REVENUE	\$663.07	
23500002-43013	FEDERAL JBBS & MAT GRANT	UNEXPECTED REVENUE		\$28545.58
23500002-51018	OTHER PROFESSIONAL SERVICES	UNEXPECTED REVENUE	\$12244.70	
23500002-51016	MENTAL HEALTH SERVICES	UNEXPECTED REVENUE	\$3770.79	
23500002-56003	JAIL BASED BEHAVIORAL SERVICES	UNEXPECTED REVENUE	\$2192.15	
23500002-43013	FEDERAL JBBS & MAT GRANT	UNEXPECTED REVENUE		\$16651.53
23500002-51018	OTHER PROFESSIONAL SERVICES	UNEXPECTED REVENUE	\$3800.14	
23500002-51016	MENTAL HEALTH SERVICES	UNEXPECTED REVENUE	\$1119.50	
23500002-56003	JAIL BASED BEHAVIORAL SERVICES	UNEXPECTED REVENUE	\$1080.73	
23500002-53046	TRAVEL	UNEXPECTED REVENUE	\$313.22	
23500002-43013	FEDERAL JBBS & MAT GRANT	UNEXPECTED REVENUE		\$17735.39
23500002-51018	OTHER PROFESSIONAL SERVICES	UNEXPECTED REVENUE	\$1065.15	
23500002-51016	MENTAL HEALTH SERVICES	UNEXPECTED REVENUE	\$3778.48	
23500002-56003	JAIL BASED BEHAVIORAL SERVICES	UNEXPECTED REVENUE	\$2553.82	

Account	Account Description	Line Description	Debit	Credit
30500003-45022	SALE OF ASSETS Weed&Pest	UNEXPECTED REVENUE		\$3617.00
30500003-53036	SPRAYING	UNEXPECTED REVENUE	\$3617.00	
50000005-43431	STATE GRANT	UNEXPECTED REVENUE		\$26902.99
50000005-51021	RANGELAND/WATER ISSUES	UNEXPECTED REVENUE	\$26902.99	
50000005-43431	STATE GRANT	UNEXPECTED REVENUE		\$3854.51
50000005-51021	RANGELAND/WATER ISSUES	UNEXPECTED REVENUE	\$3854.51	
50000005-43431	STATE GRANT	UNEXPECTED REVENUE		\$8777.91
50000005-51021	RANGELAND/WATER ISSUES	UNEXPECTED REVENUE	\$8777.91	
50000005-43431	STATE GRANT	UNEXPECTED REVENUE		\$6710.21
50000005-51021	RANGELAND/WATER ISSUES	UNEXPECTED REVENUE	\$6710.21	
50000005-43431	STATE GRANT	UNEXPECTED REVENUE		\$2518.12
50000005-51021	RANGELAND/WATER ISSUES	UNEXPECTED REVENUE	\$2518.12	
50000005-43431	STATE GRANT	UNEXPECTED REVENUE		\$10370.00
50000005-51015	LEGAL SERVICES	UNEXPECTED REVENUE	\$10370.00	
50000005-43431	STATE GRANT	UNEXPECTED REVENUE		\$10027.50
50000005-51015	LEGAL SERVICES	UNEXPECTED REVENUE	\$10027.50	
50000005-43431	STATE GRANT	UNEXPECTED REVENUE		\$5734.88
50000005-51015	LEGAL SERVICES	UNEXPECTED REVENUE	\$5734.88	
50000005-43431	STATE GRANT	UNEXPECTED REVENUE		\$4995.00
50000005-51015	LEGAL SERVICES	UNEXPECTED REVENUE	\$4995.00	
52100005-45008	DONATIONS	UNEXPECTED REVENUE		\$25000.00
52100005-51026	ENTERTAINMENT	UNEXPECTED REVENUE	\$25000.00	
52500005-46004	REIMBURSEMENT	UNEXPECTED REVENUE		\$229.99
52500005-54055	REFERENCE & PROGRAM SUPPORT	UNEXPECTED REVENUE	\$229.99	
52500005-46004	REIMBURSEMENT	UNEXPECTED REVENUE		\$2000.00
52500005-54055	REFERENCE & PROGRAM SUPPORT	UNEXPECTED REVENUE	\$2000.00	
36000003-45022	SALE OF ASSETS	UNEXPECTED REVENUE		\$5608.50
36036103-51018	OTHER PROFESSIONAL SERVICES	UNEXPECTED REVENUE	\$5608.50	

Tony Bohrer
Chair, Board of County Commissioners

STATE OF COLORADO)

) ss

COUNTY OF MOFFAT)

I, Erin Miller, Deputy Clerk and Ex-officio 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 day of July 23, 2024.

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

**Justifications
July 2024 Supplemental
Resolution 2024 - 74**

COMMISSINERS (100)

1. The Natural Resource department request to rollover \$40,007.50 from Augmentation Expenses to be utilized towards 2024 expenses.
No Change in Contingency
2. The Natural Resource department request to rollover \$22,478.02 from Augmentation Plan to be utilized towards 2024 expenses.
No Change in Contingency
3. The Natural Resource department request an unexpected revenue of \$14,753.69 from Augmentation Expenses to be utilized towards expenses.
No Change in Contingency
4. The Natural Resource department request to transfer \$22,478.02 from Augmentation Plan revenue to expenses.
No Change in Contingency
5. The Finance department request a transfer of \$7,500.00 from other professional services to Soil Conservation.
No Change in Contingency

GENERAL (110)

1. The Finance department requests a downward supplemental of \$163,487.00 due to receiving less federal PILT than was budgeted.
No Change in Contingency

FINANCE (140)

1. The Finance department requests to rollover \$2,606.34 from travel and meetings for upcoming travel costs.
No Change in Contingency

HUMAN RESOURCES (150)

1. The Human Resources department requests an unexpected revenue of \$6,374.36 from Pinnacol to be utilized towards employee appreciation.
No Change in Contingency

2. The Human Resources department requests an unexpected revenue of \$1,526.00 from the City of Craig to be utilized towards employee training.
No Change in Contingency

OTHER ADMIN (175)

1. The Development Services department is requesting to transfer \$143,578.65 from Library buildings, Assessor Arca, Fairgrounds, Maybell Park, and Golf Course to be utilized in Loudy Simpson improvement and Maybell waste water treatment facility.
No Change in Contingency
2. The Finance and Development Services department is requesting to transfer \$2,691.52 from Capital outlay to be utilized in security upgrade.
No Change in Contingency

SHERIFF (205)

1. The Sheriff department is requesting an unexpected revenue of \$20,280.00 from the sale of vehicles at auction to be utilized in Equipment vehicles.
No Change in Contingency

OFFICE OF EMERGENCY MANGEMENT (215)

1. The Office of Emergency Management is requesting an unexpected revenue of \$3,945.00 from the sale of vehicles at auction to be utilized in search and rescue equipment.
No Change in Contingency

FIRE CONTROL (220)

1. The Sheriff Department is requesting a transfer of \$1,000.00 from emergency fire fund to food and meals to cover fire crews' meals.
No Change in Contingency

JAIL (235)

1. The Jail requests \$118,032.67 of unexpected revenue from JBBS & MAT Grant for reimbursing a portion of expenses related to mental health and additional services required in the jail.
2. The Jail requests an unexpected revenue of \$2,345.15 from a reimbursement of costs for professional services paid by the City of Craig.

FACILITIES (300)

1. The Facilities department requests to transfer \$3,000.00 from repairs equipment and maintenance PSC to Facilities repairs equipment and maintenance.

No Change in Contingency

PEST MANAGEMENT (305)

1. The Pest Management department requests an unexpected revenue of \$3,617.00 from the sale of assets to be utilized in spraying.

No Change in Contingency

ROAD DEPARTMENT (360)

1. The Road and Bridge department requests an unexpected revenue of \$5,608.50 from the sale of assets to be utilized towards other professional services.

NATURAL RESOURCES (500)

1. The Natural Resource department requests an unexpected revenue of \$48,763.74 from state grants to be utilized towards rangeland water issues.
2. The Natural Resource department requests an unexpected revenue of \$31,127.38 from state grants to be utilized towards Professional Services.

MOFFAT COUNTY FAIR (521)

1. The Moffat County Fair requests an unexpected revenue of \$25,000.00 from Fair board fundraising to help cover entertainment costs.

EXTENSION (525)

1. The Moffat County Fair requests an unexpected revenue of \$229.99 to be utilized towards purchasing a new laptop for the 4-H shooting Sports program.
2. The Moffat County Fair requests an unexpected revenue of \$2,000.00 to be utilized towards expenses for Sheep Searing School and the Emergency CART Team training.

SUNSET MEADOWS 1 (600)

1. The Sunset Meadows 1 department requests a rollover of \$99,680.00 from capital outlay for projects not completed until this year.
2. The Sunset Meadows 1 department requests a transfer of \$21,522.16 from capital outlay to carpet replacement, linoleum replacement, and security upgrade for projects started last year but completed this year.
3. The Sunset Meadows 1 Department requests to transfer \$18,555.00 as shown below:

MOVE FROM:		
<u>60061006 53001</u>	<u>Advertise</u>	<u>4,000.00</u>
<u>60062006 52011</u>	<u>Electric</u>	<u>6,000.00</u>
<u>60062006 52030</u>	<u>Natural Gas</u>	<u>2,555.00</u>
<u>60063006 52017</u>	<u>Facility</u>	<u>6,000.00</u>
<u>Total</u>		<u>\$18,555.00</u>

MOVE TO:		
<u>60061006 53005</u>	<u>PC Exp/Service</u>	<u>4,200.00</u>
<u>60062006 52040</u>	<u>Sewer</u>	<u>3,900.00</u>
<u>60062006 52046</u>	<u>Water</u>	<u>3,300.00</u>
<u>60062006 50050</u>	<u>Contract Labor</u>	<u>7,155.00</u>
<u>Total</u>		<u>\$18,555.00</u>

SUNSET MEADOWS 2 (605)

1. The Sunset Meadows 2 Department requests to transfer \$28,645.00 as shown below:

MOVE FROM:		
<u>60561006 53001</u>	<u>Advertise</u>	<u>6,000.00</u>
<u>60561006 53018</u>	<u>Insurance</u>	<u>1,476.00</u>
<u>60561006 53057</u>	<u>Cont. Ed</u>	<u>2,000.00</u>
<u>60562006 52011</u>	<u>Electrical</u>	<u>4,000.00</u>
<u>60562006 52030</u>	<u>Natural Gas</u>	<u>4500.00</u>
<u>60563006 52017</u>	<u>Facility</u>	<u>10,669.00</u>
<u>Total</u>		<u>\$28,645.00</u>

MOVE TO:

60561006 53005	PC Expense/Serv	4,200.00
60562006 52040	Sewer	2,950.00
60563006 52012	Electrical	3,325.00
60563006 52033	Plumbing	1,000.00
60563006 50050	Contract Labor	2,400.00
60563006 54047	Paint	2,620.00
60563006 60006	Carpet	6,750.00
60563006 60020	Linoleum	5,400.00
Total	\$28,645.00	

Budget supplemental requests by category:	
Unexpected Revenue	\$ 283,603.48
Transfers	\$ 248,970.35
Increase Spending Authority	\$ 0.00
Rollovers	\$ 164,771.86
Downward Supplemental	\$ 163,487.00
Total Adjustments	\$ 860,832.69

Contingency Account History	
Balance as of January 1, 2024	\$ 625,000.00
March Supplemental	\$ 5,500.00
July Supplemental	\$0.00
December Supplemental	\$0.00
Balance as of July 23, 2024	\$ 619,500.00

Emergency Reserve Account History*	
Balance as of January 1, 2024	\$ 1,292,870.00
Balance as of July 23, 2024	\$ 1,292,870.00

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



Clerk & Recorder

Stacy Morgan, Clerk & Recorder

Samuel Havenga Jr. VFW Post #4265 has applied for a Special Events Liquor License for the Moffat County Balloon Festival. It will be held at Loudy-Simpson Park on August 3rd, 2024. They will operate a Beer Garden between the hours of 6:00a.m. to 11:50p.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.

**MOFFAT COUNTY
SPECIAL EVENTS PERMIT**

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

**SAMUEL HAVENGA JR
VFW POST #4265**

**LOUDY SIMPSON PARK
600 S RANNEY ST
CRAIG, CO 81625**

DATE: AUGUST 3, 2024 Time: 6:00 a.m. to 11:50 p.m.

FEE: \$100.00

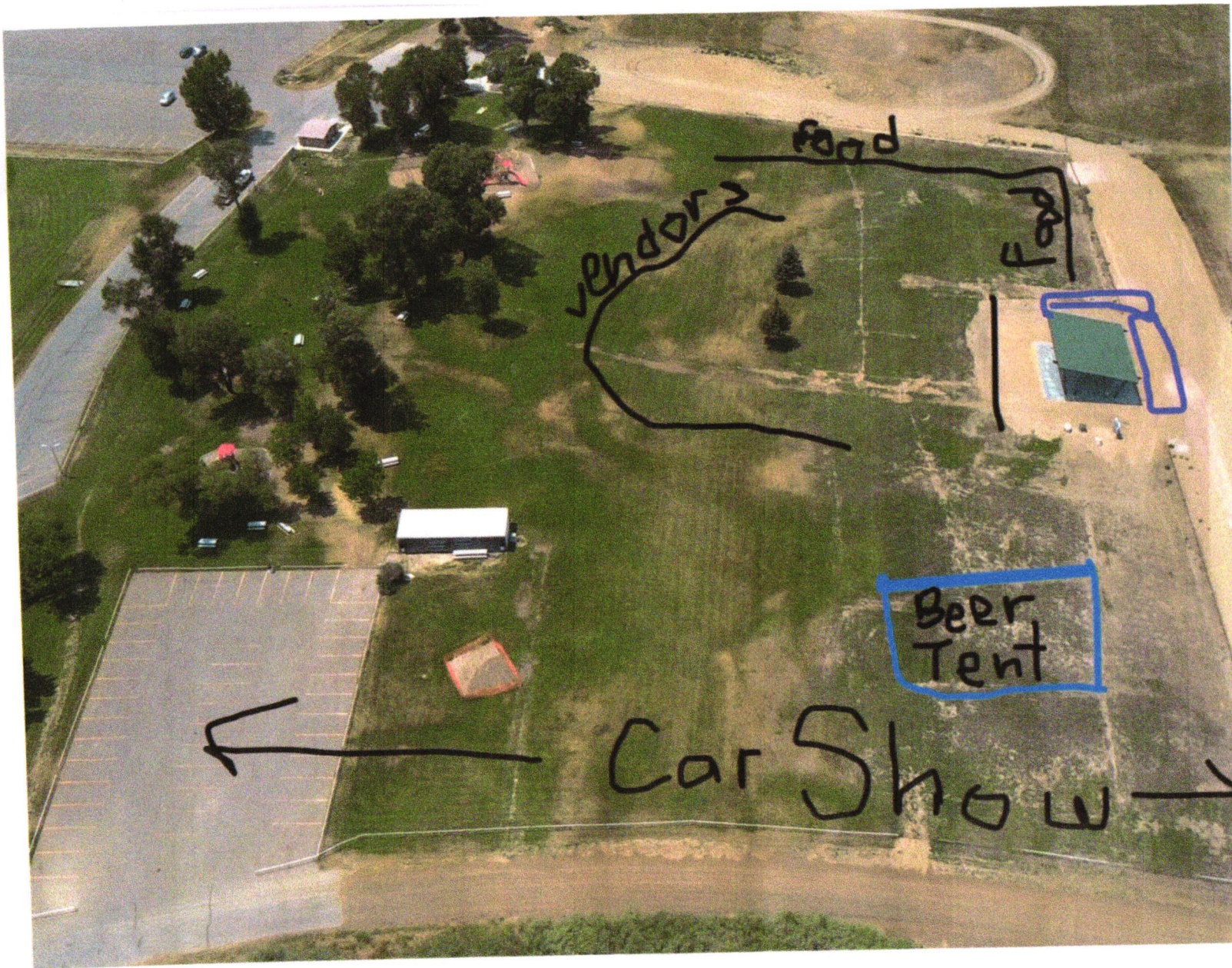
SPECIAL EVENTS LICENSE #2024-01

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 23rd day of July, 2024.

Signed: _____

Chair/BOCC

County Clerk



RESOLUTION NO. 2024-82

**BOARD OF COUNTY COMMISSIONERS, COUNTY OF MOFFAT, STATE OF COLORADO
MOFFAT COUNTY RESOLUTION ESTABLISHING MOFFAT COUNTY AS A LOCAL
AUTHORIZING AUTHORITY FOR EMERGENCY MEDICAL SERVICES, ESTABLISHING
AMBULANCE SERVICE AREAS, AND ADOPTING RULES SURROUNDING AUTHORIZATION**

WHEREAS, pursuant to Article 3.5 of Title 25 of the Colorado Revised Statutes, the Board of County Commissioners of Moffat County, Colorado ("Board" or "County"), has previously adopted resolutions for the licensure and regulation of Emergency Medical Services ("EMS"); and

WHEREAS, in Senate Bill 22-225 has removed licensure authority for EMS from Moffat County and has instead assigned that responsibility to the Colorado Department of Public Health ("CDPHE") effective July 1,2024; and

WHEREAS, Senate Bill 22-225 allows for Moffat County to opt-in to being a local authorizing authority for EMS; and

WHEREAS, Senate Bill 22 - 225 further provides Moffat County with the ability to determine and prescribe ambulance service areas to ensure that the entire county receives adequate EMS as well as authority to regulate as outlined in C.R.S. § 25-3.5-314; and

WHEREAS, the Board wishes to act as the local authorizing authority for EMS.

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners declares it to be in the best interest of the citizens' health, safety and welfare to continue to adopt the attached regulations that are incorporated into this resolution.

BE IT FURTHER RESOLVED, that this Resolution shall take effect July 1,2024.

DONE THIS 23rd day of July, 2024, at Craig, Colorado.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

Tony Bohrer, Chair

ATTEST:

Erin Miller, Deputy Clerk

ARTICLE I: DEFINITIONS

1. "AMBULANCE" means any privately or publicly owned motor vehicle that is regularly provided or offered to be provided for the ground transportation of persons suffering from illness, injury, or disability.
2. "AMBULANCE PERMIT" means a certificate issued by the Division for an Advanced Life Support Ground Ambulance unit or Basic Life Support Ground Ambulance in accordance with these regulations.
3. "AMBULANCE PROVIDER" or "AMBULANCE SERVICE PROVIDER" means any individual, partnership, corporation, association, political subdivision, governmental agency, special district, municipality, home rule municipality, public improvement district, general improvement district or any other entity that holds a valid Division issued Ambulance Service License to provide emergency and nonemergency care and transportation to sick, injured or disabled persons.
4. "AMBULANCE SERVICE AREA" and/or "ASA" means a specific geographic area of Moffat County which is served by an ambulance service provider.
5. "AUTHORIZATION TO OPERATE" means a Local Authorizing Authority's approval of a Division licensed Ambulance Provider or Ambulance Service Provider to operate within the jurisdiction of the Local Authorizing Authority (All ASAs within Moffat County).
6. "BOARD" means the Moffat County Board of County Commissioners, Moffat County, Colorado.
7. "COUNCIL" or "EMS COUNCIL" means the Moffat County Emergency Medical Services Council, a committee appointed by the Board to advise the Board on matters related to EMS.
8. "COUNTY" means Moffat County, Colorado.
9. "COUNTY EMS MEDICAL DIRECTOR" ("EMSMD") means a licensed physician employed by or contracted to the County to serve as the Supervising Physician to Moffat County EMS providers.
10. "Coordinator" means the Coordinator of the Moffat County Sheriff's Office of Emergency Management.
11. "DEPARTMENT" means the Moffat County Sherriff's Office of Emergency Management.
12. "DIVISION" means the Colorado Department of Public Health and Environment (CDPHE), prehospital division.

13. "EMERGENCY AMBULANCE SERVICE" means the provision of advanced life support (ALS) or basic life support (BLS), and transportation by ground ambulance if appropriate, in response to medical or traumatic emergencies.
14. "EMERGENCY MEDICAL SERVICES" and/or "EMS" means those prehospital functions and services whose purpose is to prepare for and respond to medical and traumatic emergencies, including rescue and ambulance services, medical standby at public events, prehospital patient care, communications, and evaluation.
15. "EMERGENCY MEDICAL SERVICES (EMS) PROVIDER" means a first response agency or Division-licensed ambulance service.
16. "EMERGENCY MEDICAL TECHNICIAN" (EMT) An individual who holds a current and valid Division issued Emergency Medical Technician certificate or license at either the Basic, Advanced, Intermediate, or Paramedic level.
17. "EMS SYSTEM" means a comprehensive, coordinated arrangement of resources and functions which are organized to respond in a timely, staged manner to medical emergencies regardless of their cause.
18. "FIRST RESPONDER" means a person who provides emergency medical care to a sick, disabled, or injured individual prior to the arrival of an ambulance and is authorized by the EMSMD to provide emergency medical care.
19. "FIRST RESPONSE AGENCY" means a person, firm, corporation, association, or local government that employs paid or volunteer first responders to provide emergency medical care, not including transport.
20. "GROUND AMBULANCE" means any publicly- or privately-owned ground vehicle used for, or intended to be used for, the transportation of sick or injured persons who are expected to require skilled treatment or care while in the vehicle.
21. "GROUND AMBULANCE-ADVANCED LIFE SUPPORT" means a type of permit issued by the Division to a vehicle operated by a Ground Ambulance Service authorizing the vehicle to be used to provide ambulance service to the scope of practice of the Emergency Medical Technician-Intermediate or Emergency Medical Technician-Paramedic as defined by the Division.
22. "GROUND AMBULANCE-BASIC LIFE SUPPORT" means a type of permit issued by the Division to a vehicle operated by a Ground Ambulance Service authorizing the vehicle to be used to provide ambulance service to the scope of practice of the Emergency Medical Technician-Basic and Advanced EMT as defined by the Division.
23. "LICENSE" means the authorization issued by the Division to operate an ambulance service.

24. "LICENSEE" means the person or entity that has been issued a License by the Division to provide ambulance service.
25. "LOCAL AUTHORIZING AUTHORITY" means the Moffat County Board of County Commissioners.

ARTICLE II: REGULATIONS

1. License Required. No person, firm, corporation, association, or local government shall provide or operate an Ambulance Service, publicly or privately, in the County using any ambulance based in or outside Moffat County, unless that person, partnership, agency, or corporation holds a valid license to do so issued by the Division.
2. Ambulance Permit Required. No ambulance shall transport patients when transport originates in Moffat County unless the Ambulance Provider has been issued a license by the Division and possesses a current Division issued Ambulance Permit.
3. Authorization to Operate Required. No person, firm, corporation, association, or local government shall provide or operate all Ambulance Service, publicly or privately, in the County using any ambulance based in or outside Moffat County, unless that person, partnership, agency, or corporation holds a valid license to do so issued by the Division and has obtained Authorization to Operate by the Local Authorizing Authority.
4. Exceptions to Licensing and Permit Requirements. See section 3.3 "Exemptions from Licensure, Permit, and Authorization Requirements" in 6 CCR 1015-3.
5. Ambulance Crew Members. No patient shall be transported in an ambulance authorized by the Board unless there are two or more authorized persons in the ambulance, except under extraordinary conditions when only one authorized person is available. Extraordinary conditions are defined as those times when personnel on the scene determine that the patient requires immediate transport and only one authorized person is available on the scene. The EMSMD will be notified within 24 hours of each event during which a patient is transported in an ambulance with less than two authorized persons aboard. Authorized person(s) must be credentialed in accordance with EMSMD requirements.
6. Standby Personnel. Standby Permittees shall be authorized to provide medical services as determined or directed by the EMSMD.
7. Ambulance Equipment Assessment. The Coordinator and EMSMD shall establish an annual process to evaluate the condition and availability of medical equipment, medications, and any other required equipment for use by credentialed Emergency Medical Technicians providing care under the direction of the EMSMD.

ARTICLE III: AMBULANCE SERVICE AREAS DEFINED

1. Ambulance Service Areas Established. Establishing ASAs is based on the following criteria:
 - a. The overall advantage to the EMS system in terms of ensuring quality care.
 - b. The economic impact and economic viability of the countywide EMS system.
 - c. The ability to coordinate services between ASAs.
 - d. The probable effect of changing ASA boundaries on municipal and governmental responders.
 - e. The ability to gain economies of both scale and scope for agencies providing services in the county.
 - f. The incremental cost and complexity of providing medical and regulatory oversight.

2. ASA Described. ASAs for optimal service in incorporated and unincorporated areas of the County are as follows:
 - a. Memorial Regional Health ASA. The area included within the boundaries of the Memorial Regional Health Ambulance Service Area defined by the map more particularly described in Appendix A.
 - b. Maybell Volunteer Ambulance ASA. The area included within the boundaries of the Maybell Volunteer Ambulance Service Area defined by the map more particularly described in Appendix A.
 - c. Moffat County EMS Reserves ASA. The area included within the boundaries of Moffat County with no set boundaries.

3. Ambulance Service Area Boundary Changes. At any time, the Board may change the boundaries of these ASAs, or create other ASAs, or incorporate or remove non-emergency services in one or more ASAs in order to provide for the effective and efficient provision of Emergency Medical Services.
 - a. Prior to making changes to ASA boundaries, the Board shall receive advice and comment from the agency/agencies affected or claimed to be affected by the change, the EMS Council, the Department, and the EMSMD.
 - b. If local city or special district boundaries change through annexation or exclusion, the Board may authorize a change to the ASA boundary.
 - c. The Board shall consider impacts on other service providers and on the public prior to making boundary changes.
 - d. A provider serving an ASA may request a boundary change from the Board if serving the ASA within the existing boundary creates an economic or operational hardship on the provider.

4. Other Areas. Areas outside of Moffat County may be served as part of the Moffat County Ambulance System:

- a. The Board may enter into joint services agreements with neighboring Counties or States to regulate areas that may be better served by Moffat County providers.
- b. If the Board enters into an agreement with a neighboring county or state it may establish regulation for Moffat County Ambulance Licensees serving the neighboring County.
- c. Licensees may request to serve areas outside the county, with which the county has established joint services agreements.

ARTICLE IV: EMS SYSTEM ELEMENTS

1. 9-1-1 Dispatched Calls.
 - a. Dispatch Services Included in Reporting Process. 9-1-1 calls for emergency medical assistance are received at one Primary Public Safety Answering Point (PSAP), the Craig Regional Communications Center (CRCC).
 - b. Compliance with Dispatch Protocols Required. CRCC participates in 9-1-1 emergency and non-emergency dispatch of EMS resources within the County: All EMS providers, including BLS Ground ambulance licensees, shall use and comply with methods for emergency medical dispatch or Priority Dispatch that have been approved by the County EMSMD and Office of Emergency Management and implemented by CRCC. All ambulance services that receive seven-digit calls classified as emergency calls by the EMSMD priority dispatch protocols will be immediately forwarded, transferred, or otherwise communicated, in accordance with protocols established by the EMSMD to CRCC.
2. Pre-arranged, Non-emergency Transfers and Inter-facility Transfers.
 - a. Regulation of Non-Emergency Ambulance Service Established. Through this EMS resolution, the Board establishes that all ambulance transportation is subject to regulation to ensure that appropriate clinical and operational performance is provided to the community. Regulation of ALS and BLS Ground Ambulance services, whether used for emergency or non-emergency services will occur on the effective date of this Resolution.
 - b. Non-dedicated ambulance allowed. County-authorized Ambulance Providers may specifically provide non-emergency and inter-facility ambulance transport and may use ambulances and personnel deployed to meet the Licensee's emergency responsibilities in non-emergency service.
3. Standby Services at High-Risk Events or at Mass Gatherings.
 - a. Standby Services Regulated. Through these regulations, the Board regulates Medical Standby Providers at high-risk events and at mass gatherings within the County. The Regulations are to ensure the safety and availability of emergency

medical services at mass gatherings and other events. Regulation of Medical Standby Permits will occur on the effective date of these regulations.

- b. Ambulance Licensees and EMS Providers Authorized to Provide Standby Services. County-authorized Ambulance Services and EMS Providers may specifically provide standby services. EMS and Ambulance Providers must comply with these regulations.
- c. Rules to be Established. The Coordinator and EMSMD shall adopt requirements for issuing Medical Standby Permits.
- d. Standby Permits Required. Generally, a Medical Standby Permit is required if an entity provides on-site, out-of-hospital medical care at events or mass gatherings, either for hire or on a volunteer basis. The Board may require that an event organizer obtain services from Medical Standby Permittee if the Coordinator or EMSMD determines that conditions exist that could lead to or magnify injuries or illnesses at the event, and the attendance at the event is sufficient to require separate medical considerations.

4. Dispatch, Notification and Response Times.

- a. Primary Public Safety Answering Point (PSAP). Ambulance Licensees in Moffat County that have been granted Authorization to Operate shall use CRCC for dispatching emergency calls in the County.
- b. PSAP Reporting. The EMSMD shall, in concert with CRCC, establish protocols for prioritizing emergency events, establish response guidelines to those events, create or approve pre-arrival instructions to callers, and reviewing the center's adherence to dispatch guidelines. Ambulance Licensees may use their own dispatch center to receive requests for non-emergency ambulance service; however, any center receiving seven-digit calls for ambulance service, will;
 - i. employ identical emergency medical dispatch protocols as those used in CRCC,
 - ii. record all incoming telephone calls,
 - iii. maintain copies of those recordings for a minimum of ninety (90) days, and
 - iv. provide a copy of any voice recording to the EMSMD upon request.
- c. Review of response times. Each Ambulance Licensees in Moffat County that has been granted Authorization to Operate will review response times and will coordinate efforts with the Department and the EMSMD to ensure response times are kept as minimal as possible.

5. Levels of Care.

- a. All Ambulance Licensees in Moffat County that have been granted Authorization to Operate shall provide services according to the regulations and the requirements

of the ground ambulance license and permits issued by the Division and the following:

- b. ALS (Advanced Life Support) level care will be provided by Division certified or licensed providers approved by the EMSMD at the EMT-I and EMT -P level.
- c. BLS (Basic Life Support) level care will be provided by Division certified or licensed providers approved by the EMSMD at the EMT-B, EMT-B with IV. authorization, or AEMT level.
- d. All Licensees shall:
 - i. Ensure that ALS and BLS equipment conform with the standards, requirements, and maintenance provisions of the Division. The Department shall develop rules which, at a minimum, conform to the minimum requirements of the Division.
 - ii. Maintain and make available, upon request of the EMSMD, patient care records for quality assurance purposes, in a form approved by the EMSMD.
 - iii. Prohibit the performance of EMT activities by any EMT that is suspended, revoked, or has had his or her EMT certificate or license revoked or denied by the Division; and
 - iv. Prohibit the performance of EMT activities by any EMT whose scope of practice is limited, suspended, or revoked by the EMSMD.

6. Personnel.

- a. All Emergency Medical Technicians responding to emergency or non-emergency calls in Moffat County, or participating at standby events, must be certified by the Division.
- b. Emergency Medical Technicians used to staff ambulances or participate at standby events in Moffat County must be properly credentialed and authorized to provide Basic or Advanced Life Support by the EMSMD.
- c. The County EMS Medical Director is authorized to review the staffing requirements of EMS providers in the County and make recommendations to the Director concerning staffing of ambulance services and coordination for other EMS services.

7. Medical Oversight.

- a. The Board shall appoint a County EMS Medical Director (EMSMD) to serve as the medical advisor to the County on EMS matters. The EMSMD will also serve as the supervising physician for Ground Ambulance Licensees, Medical Standby Providers, and emergency medical dispatch programs.
- b. Clinical performance of all EMS Providers must be consistent with EMSMD approved medical standards and protocols.

- c. The County EMSMD shall advise the Board and the Director about matters of clinical significance.
 - d. Prior to the Board appointing a County EMSMD, the EMS council may recommend to the Board the desired knowledge, skills, and abilities of an EMSMD.
 - e. The County EMSMD may suspend or limit the scope of practice of any EMT or may refuse to authorize the practice of any EMT.
 - f. The County EMSMD may suspend or limit Authorization to Operate to any Licensee if the EMSMD believes that the Licensee's services may constitute a risk to the public.
8. Training.
- a. Licensees shall ensure that EMTs meet Division certification standards and are certified or licensed.
 - b. EMS Licensees shall ensure that the Emergency Medical Technicians employed by the Licensee and utilized in EMS responses, meet the initial, recurrent, and competency-based training standards established by the County EMSMD.
 - c. As part of her/his continuing role to assist the County and EMS Providers in improving services, the EMSMD may, as part of his/her regular duties, review and evaluate the continuing training needs of EMS providers and EMTs, and establish requirements concerning EMS services training.
9. Quality Improvement.
- a. The EMSMD shall establish standards for each Licensee's Quality Improvement Programs and for a Countywide Quality Improvement Program.
 - b. The EMSMD shall ensure that each Licensee participates in the Quality Improvement Programs individually and countywide.
 - c. Each Licensee shall designate a person to manage the Licensee's Quality Improvement program. That person shall be the Licensee's primary contact in matters related to clinical quality.
 - d. The County shall provide coordination and resources to assist Licensees in making improvements in their Quality Improvement programs.
 - e. The County Quality Improvement Program shall be integrated to include Emergency Medical and Priority Dispatch, first response agencies, Ground

Ambulance Licensees, Medical Standby Providers, and other related agencies and programs.

- f. EMS Providers shall:
 - i. Supervise the services provided by them.
 - ii. Participate actively in the medical audit process, provide special training and support to personnel in specific skills or knowledge areas, and provide additional clinical leadership by maintaining a current and extensive knowledge of developments in EMS equipment and procedures.
 - iii. Attend bi-monthly EMS Council quality improvement meetings.
 - iv. Cause all official EMS policies and protocols to be properly implemented. EMS providers shall ensure that knowledge gained during the medical audit process is routinely translated into improved field performance by way of training, amendments to the operating procedures, bulletins, and any other method necessary to ensure it becomes standard practice.
 - v. Utilize the services of the EMSMD to review the quality of care provided.

10. Medical Monitoring.

- a. EMS Providers shall participate in a medical reporting system to improve patient safety by reducing the risk of serious adverse events occurring in the County's Emergency Medical Services System and by encouraging a culture of patient safety in Moffat County. The EMS Providers shall:
 - i. Establish quality improvement techniques to reduce errors contributing to serious adverse events;
 - ii. Disseminate evidence-based prevention practices to improve patient outcomes, and
 - iii. Report incidents based on the list of reportable events established by the EMSMD.
- b. Nothing in this section shall reduce or eliminate the EMS Provider's responsibility to protect patient privacy as established by federal and state law.

11. Problem Resolution.

- a. The County EMSMD shall produce and implement procedures for addressing and resolving quality assurance problems.
- b. Sanctions: The County EMSMD may at any time at his or her sole discretion institute sanctions for noncompliant personnel and make reports of noncompliant providers. The Board may establish sanctions to be applied in the event of a major breach by an Ambulance Licensee.

ARTICLE V: RATES AND FEES

1. Reporting of Licensee Ambulance Rates. Upon initial application for Authorization to Operate and annual Authorization to Operate renewal, the Licensee will report the base ambulance rates for all categories (ALS, BLS, Critical Care, etc.) to the Coordinator.
2. Regulatory Fee Required. A regulatory fee of one hundred dollars (\$100.00) for ambulance transport that originates in Moffat County is hereby established.
 - a. The regulatory fee shall apply to both emergency and nonemergency transports.
 - b. Fees shall be paid annually by the licensee.
 - c. Revenues from regulatory fees shall be used to fund regulatory oversight and to enhance the Moffat County EMS system.

ARTICLE VI: COORDINATION

1. Oversight. The Board hereby establishes that the Department will oversee EMS, ambulance service Authorization to Operate, EMS regulation, and rules promulgated under this Resolution.
 - a. EMS Oversight Established. The Coordinator or his/her designee shall be responsible for administering this Resolution. The Coordinator shall develop rules consistent with this plan to enforce and oversee services regulated hereunder, for approval by the Board.
 - i. Prior to adopting rules pursuant to this section, the Coordinator shall accept comments on the proposed rules for no less than ten (10) days.
 - ii. Within ten (10) days after rules are adopted, a person may object to the rules by petitioning the Board to review the adopted rules. The Board shall hold a public hearing and issue a decision within thirty (30) days.
 - b. EMS Resolution and Policy Changes. The Board shall revise this Resolution from time to time as required to further the public interest. The EMS Council shall provide input and advice to the Board for the purposes of amending this Resolution.
2. Process for Input and Complaint Review Established.
 - a. Service, price and other complaints shall be reported to the Director or his/her designee for investigation.
 - b. Complaints arising out of patient care and those that may have clinical component(s) shall be referred to the EMSMD for investigation. The EMSMD may require immediate investigations and interventions for urgent issues and complaints of an egregious clinical nature.

3. EMS Council Established. The Board Moffat County BOCC shall appoint an Emergency Medical Services Council ("Council") to advise the BOCC on matters related to EMS. The EMSMD and the Moffat County Emergency Manager shall serve as advisors to the Council and to the BOCC. The Council shall serve at the pleasure of the BOCC and shall be composed of members as follows:

a. Voting Member representation – one (1) each for the following agencies:

- i. Maybell EMS;
- ii. Memorial Regional Health EMS;
- iii. Craig Rural Fire District;
- iv. Moffat County Search and Rescue;
- v. Tri-State Generation & Distribution EMS;
- vi. Tactical Emergency Medical Services (T.E.M.S.);
- vii. Moffat County EMS Reserves; and
- viii. any private ambulance licensed in Moffat County, if any.

b. Non-Voting and Ex-Officio member representation – one (1) each for the following agencies/entities with the exception of up to two (2) Citizens at Large, appointed by the Moffat County BOCC:

- i. Artesia Fire District;
- ii. Craig Police Department
- iii. Craig Regional Communication Center (CRCC);
- iv. Moffat County Sheriff's Office;
- v. Bears Ears CISM (Critical Incident Stress Management);
- vi. Memorial Regional Health Emergency Department;
- vii. Colorado State Patrol;
- viii. Maybell Fire;
- ix. Classic Air Medical;
- x. Colorado Northwestern Community College; and
- xi. Citizens at Large from Moffat County.

The following DEFINITIONS will be utilized to determine capacity/make-up of the EMS Council:

a. Voting Members: The voting membership of the EMS Council shall consist of representation from organizations or agencies which provide Emergency Medical Services to the general public of Moffat County. Only one (1) voting member may represent each organization or agency.

b. Alternates: Each member agency may submit a list of alternates. In the absence of the appointed voting member, an appointed alternate may represent the agency or organization and vote.

- c. Ex Officio Members: any individual, organization or agency that provides Emergency Services may request representation as an ex officio, non-voting member. Ex Officio members may represent departments of an organization or agency that already has a voting membership or EMS Agencies that provide services outside the general public.
- d. Citizen at Large: any Moffat County resident wishing to serve on this council in a non-voting capacity and when possible, having no affiliation with any other agencies listed in this section.

Coordination with RETAC and Selection of RETAC (Regional Emergency Medical and Trauma Advisory Council). The EMS Council shall make recommendations to the Moffat County BOCC as to representatives from the EMS Council membership to represent Moffat County at the Northwest RETAC Advisory Council meetings. The BOCC shall select three representatives to the RETAC Advisory Council, with two (2) alternates. The RETAC Advisory Council shall, at a minimum, prioritize potential grant requests, assist with planning and reporting requirements, and participate in other coordinating activities to most appropriately meet the needs of the County.

The Council shall advise the Moffat County BOCC in all matters relating to the EMS Council, to matters relating to pre-hospital emergency medical services, and will provide consultation or make recommendations as may be requested by the BOCC. To keep the BOCC informed, the Council will present a summary of its meetings to the BOCC at the BOCC meeting following each bi-monthly EMS Council meeting. The Council will elect officers annually and review and update bylaws as necessary.

4. Mutual Aid and Assistance.

- a. EMS Providers and Ambulance Licensees shall use their best efforts to respond to all requests for mutual aid from neighboring jurisdictions.
- b. If an Ambulance Licensee believes that mutual aid services to a neighboring jurisdiction are excessive, the Licensee providing that assistance shall so inform the Coordinator. The Coordinator may seek changes such as adjustments of the ASA boundaries, or may develop other alternatives to ensure adequate EMS services throughout the County.
- c. Mutual aid responses shall be reviewed by the Coordinator at least annually or sooner if problems or deficiencies occur. If the Coordinator determines that an Ambulance Licensee is relying on mutual aid to mask coverage deficiencies, the Ambulance Licensee may be required to take steps to cure deficiencies.
- d. Ambulance Licensee shall not be held responsible for response time performance on any emergency call originating outside its primary ASA.

5. Disaster Response.

- a. Mass-Casualty Incident Plan. The Coordinator, with input from the EMSMD shall establish a Mass Casualty Incident Plan to be used in any mass casualty incident. Provisions for mass casualty response shall be included in ambulance service mutual aid agreements.
- b. All Ambulance Licensees shall cooperate in rendering emergency assistance to its citizens and to other communities during disasters and other extraordinary events.
- c. Ambulance Licensees shall participate in Department-authorized disaster planning and training exercises.

6. Emergency Communication and System Access.

- a. Telephone. 9-1-1 shall be the recognized telephone method for accessing the Emergency Medical System. No Ambulance Licensee shall advertise for ambulance transportation unless the words, "In an Emergency, Dial 9-1-1", are included in the Licensee's advertisement.
 - i. "In an Emergency, Dial 9-1-1" shall be in bold letters, a larger font, colored red or otherwise made to stand out more than the advertised non-emergency number.
 - ii. This paragraph shall apply to all forms of advertising, print and electronic, including telephone stickers, notepads, and novelty items distributed by a Licensee.
- b. Dispatch Procedures. EMS and Ambulance Licensees shall comply with the emergency medical dispatch protocols established by the EMSMD and CRCC. A fire or police officer or other public official may upgrade or downgrade the response if deemed necessary to protect the public health or welfare or to protect the safety of responders.
- c. Radio System. Ambulance Licensees shall report their unit's status by radio or by other means as appropriate. CRCC will keep the official record and timestamps of all status changes for emergency events. Licensees may use proprietary dispatch centers to keep status of nonemergency events.
 - i. The geography of the County creates challenges to emergency radio communications. In the absence of radio or telephone, responding personnel shall make every attempt to record the times of their unit's change in status.
 - ii. Ambulance Licensees shall provide radio equipment capable of communicating with CRCC; with one or more emergency facilities; and with law enforcement, ambulance, and first response agencies through "car-to-car" communications.
 - iii. Ambulance Licensees shall meet requirements for communicating with on-line medical control and receiving hospitals established by the County EMSMD.

- d. Emergency Medical Services Dispatcher Training. All Communication Centers handling emergency and non-emergency EMS calls shall operate under Emergency Medical Dispatch (EMD) and Priority Dispatch procedures approved by the County EMSMD and CRCC.

ARTICLE VII: AUTHORIZATION TO OPERATE

1. Application for Authorization to Operate. An application for Authorization to Operate shall be submitted through the Coordinator to the Board.
2. A Division issued Ambulance Service License and Authorization to Operate shall authorize a Licensee to provide emergency services, nonemergency services, and Medical Standby Services using advanced or basic life support protocols as authorized by the EMSMD.
3. The EMSMD shall establish standards and authorize emergency ambulance service personnel to provide ALS or BLS services.
4. An applicant for Authorization to Operate shall submit to the Department a complete application form and the required application fee, if any. The Coordinator shall provide an application form that shall, at a minimum, contain the following information and necessary supporting documents.
 - a. The name, address, and owner of the ambulance service, and of each ambulance.
 - b. The name and address of the person applying for Authorization to Operate, hereinafter referred to as "applicant".
 - c. The name and address of the person who will be in charge of the operation of the ambulances.
 - d. The training and experience of the person who will be in charge of the ambulance service.
 - e. The trade or other name, if any, under which the applicant does business or proposes to do business.
 - f. The Ambulance Service Area (ASA) which the applicant proposes to serve.
 - g. The location and description of the place(s) from which the Applicant intends to operate the ambulance service.
 - h. An attestation by the Applicant that the Applicant will:
 - i. Comply with quality assurance methods, medical protocols, and other rules established by the County EMSMD;
 - ii. Comply with reporting requirements, dispatch protocols, and performance standards established by the County;
 - iii. Comply with all Division rules and regulations and maintain a valid Division issued license and ambulance permit(s).
 - i. A current roster of personnel, in a form approved by the EMSMD, who may provide service, including documentation of Division EMT certification or licensure and level of certification or licensure.
 - j. A current list of the radio frequencies on which the licensee proposes to operate.

- k. A statement by the Coordinator or designee that an ambulance equipment assessment has been completed.
 - l. Changes to information submitted in the application shall be submitted to the Coordinator within thirty (30) days of such change(s), unless otherwise provided herein.
5. Additional Ambulance Service Requirements within Each ASA. The Board shall consider authorizing an applicant to operate in an ASA based on the applicant's likely ability to serve that ASA as required by this Resolution and other applicable law. The Board shall consider the following prior to issuing any ambulance service Authorization to Operate.
- a. An applicant wishing to serve an ASA, must first demonstrate that the Applicant will house one or more dedicated ambulances within the boundaries of the ASA. A non-governmental Applicant must demonstrate how it will coordinate with First Responders, law enforcement, and the Department.
 - b. An applicant wishing to serve an ASA, must demonstrate that it will not use the resources dedicated to that ASA for regular services within another ASA.
 - c. In the event that no applicant requests Authorization to Operate in a particular ASA, the Coordinator may:
 - i. Authorize one or more Licensees to provide Emergency Ambulance Services to that area.
 - ii. Request that the Board adjust boundaries on the ASA map so that all areas of the County have at least one designated Licensee.
6. Issuance of Authorization to Operate. Upon receipt of an application for Authorization to Operate, the Coordinator shall review the application(s) and the Applicant's record. The Coordinator shall advise the Board on issuing the Applicant Authorization to Operate an Ambulance Service. Based upon the recommendations of the Coordinator and any evidence presented in the public hearing, the Board shall approve or deny Authorization to Operate. If the application is approved by the Board, Authorization to Operate shall be issued. Following Authorization to Operate, the Coordinator shall issue a certificate of Authorization to Operate to the Ambulance Service Provider. The Authorization to Operate certificate shall be valid for a period of twelve (12) months following the date of issue, providing that:
- a. The provision of Ambulance Service shall be an express condition of the Authorization to Operate. Unreasonable or unjustified refusal of such calls may be grounds for revocation.
 - b. The Ambulance or Medical Standby Service staff, equipment, and location comply with the requirements of this resolution.
 - c. The Ambulance or Medical Standby Service personnel are certified or possess at least the minimum qualifications set forth in this resolution.

- d. The Ambulance or Medical Standby Service's record is consistent with the requirements described in this Resolution.
7. Authorization to Operate Renewal. Authorization to Operate, unless revoked by the Board, may be renewed by filing an application for renewal. Application for renewal shall be filed annually, but not less than thirty (30) days before the date the certificate authorizing operation expires. Renewal notices shall be sent by the Coordinator to all Ambulance Providers, sixty (60) days prior to expiration; however, failure to receive such notice shall not release the Ambulance Provider from its responsibility to renew authorization. If any renewal application is not received at least thirty (30) days prior to expiration, and the applicant's authorization expires, the applicant shall cease operation until authorization is re-issued.

The procedure for approval or disapproval of renewal applications shall be the same as for new applications.

ARTICLE VIII: REVOCATION & SUSPENSION PROCEDURES

1. On its own motion or on complaint, the Board may temporarily suspend Authorization to Operate pursuant to this Resolution. Such temporary suspension shall not exceed thirty (30) days. If such temporary suspension is invoked, the Licensee shall receive a written notice of such temporary suspension. A hearing shall be held not later than ten (10) business days after such temporary suspension order is issued. Such hearing may be continued at any time for good cause shown to the Board.
2. The Board, upon its own motion or upon complaint, may commence investigation of any violation of this Resolution. A hearing date shall be set within thirty (30) days of the commencement of the action. Such hearing date may be continued for good cause shown to the Board.
3. The Licensee shall be issued a notice of the alleged violations or charges for which the temporary suspension has been issued or of which the investigation is being conducted. Service of Notice of Violation or suspension and of hearing dates shall be by certified mail, return receipt requested, or personal delivery to the Licensee at the address contained in such Authorization to Operate application.
4. At the hearing, the Licensee shall be afforded an opportunity to be heard. The hearing shall be open to the public and every vote and official act of the Board shall be public.
 - a. Upon determining that the Licensee, its employees, agents, representatives or contractors failed to comply with any provision of the Division rules, or of this Resolution, the Board may suspend, cancel, or revoke Authorization to Operate, for any portion of or for the remainder of its life. At the end of such period, the Licensee whose Authorization to Operate was suspended, canceled, or revoked may apply for Authorization to Operate as an original application.

- b. Upon a second violation or failure to comply with any provision of the Division rules, or of this Resolution, the Board may permanently revoke Authorization to Operate.
- 5. Hearings pursuant to this Article shall follow rules established pursuant to this Resolution.
- 6. As a condition of Authorization to Operate, the holder thereof shall provide any records necessary to the determination of any issue at any hearing conducted by the Board.
- 7. The Coordinator shall notify local law enforcement authorities, fire departments, hospitals, and the EMSMD of revocation or suspension.

ARTICLE IX: MISCELLANEOUS

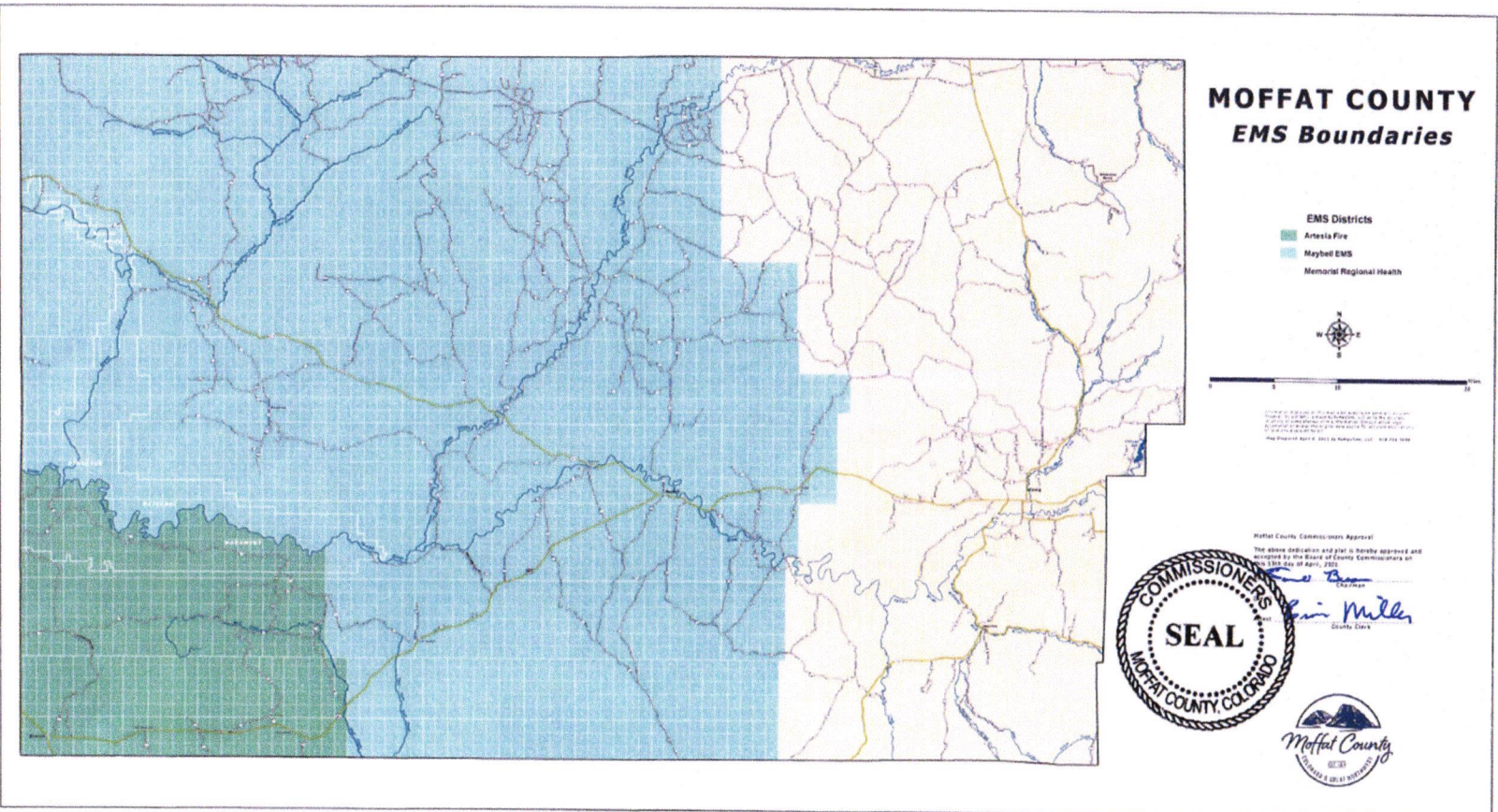
- 1. Alleged Negligence.
 - a. In any action against a Licensee in which it is alleged that injury, illness or incapacity was aggravated by or was otherwise caused by the negligence of the Licensee, no negligence shall be presumed because of such allegations.
 - b. If a judgment is entered against a Licensee, it shall, within thirty (30) days, file a copy of such findings and Order of the Court with the Board. The Board shall take appropriate action if there appears to be any violation of this Resolution, or of any Colorado law or ordinance or regulation of any municipality in the County.
 - c. The Licensee shall notify the Coordinator in writing of any pending claims against the Licensee in reference to the above Sections a and b.
- 2. Remedies. This Resolution creates no private remedy for the breach of any provision of this Resolution. The penalties set forth herein are the sole and exclusive penalties set forth for the breach of any provision of this Resolution.
- 3. Severability. If any of the provisions of this Resolution are determined to be invalid, such determination shall not affect the remaining provisions of this Resolution.
- 4. No Liability. The activities taken by the County pursuant to this Resolution, and promulgation of regulations authorized hereby are intended to provide services to protect the public health and safety; however, undertaking such duties and activities shall not be deemed to be an assumption of duty of care by performance of a service or act of assistance for the benefit of any person. The enforcement of or failure to enforce any law, policy or regulation, and the mere fact of inspection in the course of enforcing this Resolution and regulations shall not give rise to a duty of care. By enactment of this Resolution and regulations thereunder, Moffat County or any of the benefited or burdened governments do not waive sovereign immunity.

5. Appeals. Any determination made by the Coordinator charged with administering any part of this Resolution may be appealed to the Board within thirty (30) days from the date of the decision to be appealed.
6. Falsifying Information. Furnishing false information on any matter relating to the administration of this Resolution shall be a violation of this Resolution and may result in suspension or revocation of Authorization to Operate.

APPENDIX A:

AMBULANCE SERVICE AREAS (ASA'S)

Map Prepared by YampGeo on April 8, 2021



Date of Map Approved by Moffat County Board of County Commissioners 4/13/2021