

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 9, 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) June 25 (pgs 3-6); June 20 – Special Meeting (pgs 7 & 8)
- b) June 25 – Board of Public Health (pgs 9 & 10))

Resolutions:

- c) 2024-71: Correction Resolution (pg 11)
- d) 2024-72: Voided Warrants (pg 12)
- e) 2024-73: Payroll (pg 13)
- f) 2024-75: Accounts Payable (pg 14)

Contracts & Reports:

- g) Department of Human Services/Core Services Program/Substance Abuse Treatment Services contract w/The Place I Go (pgs 15-18)
- h) Ratify Court Security Grant Award (pg 19)
- i) CO Youth Detention Continuum sub-grantee agreement (pgs 20-34)
- j) Quarterly Discharge Monitoring Report: Limestone Pit # 10 (pg 35)

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

Public Comment/General Discussion:

Board of County Commissioners

- 1) Resolution 2024-76: Resolution Permitting the Lawful Possession of Firearms in Facilities Owned, Operated, and Controlled by Moffat County, Colorado (pgs 36 & 37)



1:46 PM 7/8/2024

8:45 am

Public Hearing:

- 2) Planning & Zoning – Candace Miller
 - Steele Re-Subdivision Application RS 24-02 (pgs 38 & 39)

Staff Reports:

- 3) Human Resources Department – Rachel Bower
 - Present employment offer for County Attorney position (pg40)

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/uAC5BS8fkso?feature=share>

OR

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

Adjournment

The next scheduled BOCC meeting will be Tuesday, July 23, 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



1:46 PM 7/8/2024

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

June 25, 2024

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Candace Miller; Rebecca Tyree; Jim Howell; Chris Nichols; Brenda Nichols; Allison Cutler; KC Hume; Chip McIntyre

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 11; June 14 – Special meeting

Resolutions:

- b) 2024-66: Payroll
- c) 2024-67: A/P
- d) 2024-68: Transfer of Intergovernment Funds for the month of June
- e) 2024-69: Voided Warrant for the month of May
- f) 2024-70: P-Cards

Contracts & Reports:

- g) Annual Forest Service payment letter
- h) Opioid Settlement
- i) Department of Human Services /Core Services Program/Mental Health Treatment Services contract(s):
 - Prather Productions
 - Lea Treanor
 - Healthy Minds, LLC
 - Behavioral Health & Wellness
 - Psyche, Soma and Soul Therapy, LLC
 - Karla Persichitte
 - Yampa Valley Psychotherapist
- j) Department of Human Services /Core Services Program/Substance Abuse Treatment Services contract w/Advantage Treatment Centers
- k) Department of Human Services /Core Services Program/Like Skills Services contract w/Connections4Kids
- l) Department of Human Services/Colorado Department of Human Services – Equifax Verification Services contract amendment #3
- m) Agreement for Professional Services – Department of Human Services Special Attorney

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

Public Comment/General Discussion:

No Public Comment

Commissioner Bohrer encouraged the community to pray for family members and the officers that were involved in the shooting last weekend

Board of County Commissioners

- Fair Board open seat appointment

Liz Smith had submitted a letter of interest for an open Fair Board seat, to complete a term that has a year left on it.

Broom made a motion to appoint Liz Smith to the open seat on the Fair Board. Villard seconded the motion. Motion carried 3-0.

- Loudy-Simpson Park Batting Cage

Taylor Johnson, a local contractor, talked to the BCC at the June 11 meeting about building a batting cage at the ballfields at Loudy-Simpson Park. The batting cage would be built with all donated materials and construction services. This would enable our local ball players to practice even in bad weather. Johnson held a workshop with the BCC to fully explain the project. The BCC expressed their appreciation for the whole project process.

Villard made a motion to approve the Loudy-Simpson Park batting cage project under the project management of T's Construction. Broom seconded the motion. Motion carried 3-0.

Staff Reports:

Office of Development Services – Candace Miller

- Bid recommendation: Public Safety Center fence project

Neil Binder, Office of Development Services Director, would normally have presented this bid recommendation, but he was out sick. Bohrer stated that while he would be part of the discussion, he would recuse himself from the vote on this agenda item, due to possibly being a sub-contractor on the project.

Miller explained that the original RFP included rear perimeter fence, decorative fence and 2) electric lift gates. Several amendments/adjustments were made to the RFP and due to complications with the electric lift gates, it was decided to put that off until next year.

Three bids were received:

- | | |
|---------------------|-------------|
| - All Fence | \$55,488.50 |
| - Legacy Fence | \$67,118.00 |
| - Black Eagle Fence | \$54,400.00 |

The bid recommendation was for Black Eagle Fence at \$54,400.

Broom made a motion to accept the bid recommendation for the Public Safety Center fencing project from Black Eagle Fence at \$54,400. Villard seconded the motion. Bohrer abstained. Motion carried 2-0.

Craig/Moffat County Airport – Candace Miller

Bid recommendation/Contract approval: Airport Engineering Services

The Craig/Moffat County Airport is required by the FAA to go out to bid every five years for engineering services. The contract for the current contractor, Armstrong (since 2007), technically expired in February of this year. They will continue in that capacity due to a current project and open grant that is now underway. The FAA suggested that we put out an RFP for a new consultant.

Three proposals were received:

Armstrong

Garver

Bolt & Menk

The Airport Advisory Board, Miller and Neil Binder all reviewed the submittals and decided that Garver scored the highest on a list of qualifying topics. The bid recommendation was for Garver. A Professional Services Agreement between the sponsor and the consultant will be drafted by the consultant and brought to the BCC for signature.

Bohrer asked if there were any dollar amounts attached to this? Miller replied that everything is done on a task order basis. Typically, anything done with this engineering firm is on grant funded projects, and they keep their scope within the grant parameters.

Villard moved to approve the bid recommendation for the 5-year, grant funded, Airport Engineering Services contract with Garver and approve signing the Professional Services Agreement, when it is ready. Broom seconded the motion. Motion carried 3-0.

Before adjournment, Villard reminded everyone about the PUC hearing that will be held at Moffat County High School in the late afternoon/early evening of July 9th. She encouraged everyone that could to attend.

Meeting adjourned at 8:47 am

The next scheduled BOCC meeting is Tuesday, July 9, 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 20, 2024 – Special Meeting

In attendance: Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Neil Binder; Candace Miller

Call to Order

Commissioner Villard called the meeting to order at 10:02 am

Commissioner Bohrer is out of town

Office of Development Services - Neil Binder

- Present Office of Just Transition Yampa River Corridor construction project reimbursement (see attached)

Moffat County was the grant recipient of the OJT funding for the Yampa River Corridor project. Up to date, the City of Craig has paid all of the associated bills for the project. Binder is looking for approval from the BCC to reimburse the City \$397,916.00.

Broom moved to approve the reimbursement to the City of Craig for the Yampa River Corridor project in the amount of \$397,916.00. Villard seconded the motion. Motion carried 2-0.

Craig/Moffat County Airport – Candace Miller

- Approve estimate for Electrical Line relocation at Craig/Moffat County Airport (see attached)

Miller presented the BCC with an estimate from YVEA to relocate power at the Craig/Moffat County Airport for some of the current and future hangers. The cost for this has come in at \$30,060.40 and would be covered by ARPA funds.

Broom moved to approve the work order with YVEA for Electrical Line relocation at Craig/Moffat County Airport in the amount of \$30,060.20. Villard seconded the motion. Motion carried 2-0.

Meeting adjourned at 10:11 am

The next scheduled BOCC meeting is Tuesday, June 25, 2024

Submitted by:
Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

June 25, 2024
10:30 am

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller; Becky Copeland; Heather Brumbrow; Amanda Pipher; Selene Cooper; Todd Wheeler

Commissioner Bohrer called the meeting to order at 10:30 am.

Agenda Items – Topic:

- **Contract status FY24/25 - Becky**
The Public Health Department's fiscal year ends June 30. All of their core contracts are done. They have applied for funds for Substance Use Disorder through the state.
- **Passing of Overdose Fatality Review Bill - Becky**
This has to do with collecting information relating to OFR's and allows Public Health Directors to access information on Overdose Fatalities without next of kin notification.
- **Life Jacket Day – Becky**
The Department of Public Health will be at the swim beach at Elkhead Reservoir on Tuesday, July 2 (from 10-3 pm), to weigh and measure kids for lifejacket giveaways and pass out sunscreen in advance of the 4th of July holiday.
- **Gun Grant update - Amanda**
The Department is closing in on the next round of Gun Safety grants, this time for \$96,500. This program was very successful the first time around. The program supplies gun safes, locks and secure cases to the community.
- **Helmet Update-Selene**
The Moffat County School District pre-school reached out to see if the Department could supply bicycle helmets for pre-school students. A permission slip was sent home and 40 helmets were given out. All the other pre-school facilities in the County have helmets in their offices and give them out during Well Child checks.
- **Vaccine Update-Selene**
Through the Vaccine for Children Program, the Department gives soon to be expired vaccines to other clinics/providers in the area so they don't go to waste.
- **Current Testing MOU's Status Update-Selene**
Selene has been working on a Memo of Understanding with Memorial Regional Health regarding tuberculosis testing, just to streamline the process and ensure timeliness of treatment.

- Financial Update-Heather
Department of Public Health has utilized all of their funds for fiscal year 2024 and July 1 they will begin fiscal year 2025. Currently, they only have two COVID funding grants, which covers free community testing and immunization and the staffing to take care of that. There is talk of an additional grant becoming available. Vital Statistics has also been bringing in a good amount of money.

There was also discussion of the new security door being installed in the Department of Public Health office area.

The next quarterly meeting will be September 24, 2025 - 10:30 am

Meeting adjourned at 10:55 am

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2024-71
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF AUGUST 2023
CORRECTION to Resolution 2024-70

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

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

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

FROM FUND:	Resolution Date:	7/9/2024		
General	110	(\$30,601.28)	DR	0010.7000
Road & Bridge	200	\$2,794.01	CR	0020.7000
Landfill	240		CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	\$3,929.86	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211	\$1,812.10	CR	0060.7000
Library	212	\$1,548.77	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	\$1,542.21	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
Telecommunications	520	\$817.53	CR	0166.7000
Mo Co Tourism Assoc	219	\$3,243.81	CR	0320.7000
PSC - JAIL	210	\$5,150.71	CR	0072.7000
Human Sevices	220	\$1,299.18	CR	0030.7100
Public Health	250	\$4,902.06	CR	0065.7000
Sunset Meadows I	910	\$1,446.86	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	\$1,463.90	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
ACET	275	\$650.28	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		\$0.00	DR	

RESOLUTION 2024-72
 VOIDED WARRANTS RESOLUTION
 FOR THE MONTH OF JULY

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

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

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

7.9.24

TO: WARRANT FUND 10-0000-2003 \$ 1,735.00 dr

VOID FUND	WARRANT #		VENDOR NAME	
Sunset Meadows I	438616	5.28.24	White Glove Services Lost	\$ 867.50
Sunset Meadwos II	438616	5.28.24	White Glove Services Lost	\$ 867.50

FROM: WARRANT FUND 10-0000-1001 \$ 1,735.00

Adopted this 9th day of July, 2024

 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

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

WITNESS my hand and seal this 9th day of July, A.D. 2024

 County Clerk & Ex-officio

cr

RESOLUTION 2024-73
 PAYMENT OF PAYROLL WARRANTS
 Payroll Ending 6/22/2024

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 7/5/2024

FROM FUND:			
General	0010.7000	\$261,082.65	cr
Road & Bridge	0020.7000	\$163,026.61	cr
Landfill	0070.7000	\$15,110.15	cr
Airport	0120.7000	\$726.96	cr
Library	0130.7001	\$11,396.81	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$6,610.07	cr
Mo Co Tourism	0320.7000	\$3,184.17	cr
PSC Jail	0072.7000	\$67,051.69	cr
Human Services	0030.7100	\$58,594.02	cr
Public Health	0065.7000	\$12,872.89	cr
SM I	0168.7000	\$4,222.54	cr
SM II	0169.7000	\$4,881.33	cr
TO FUND:			
Warrant	0100.1000	\$608,759.89	dr

Adopted this 9th day of July, 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 2024-75
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:	7/9/2024		
General	110	<u>\$299,575.61</u>	CR	0010.7000
Road & Bridge	200	<u>\$36,768.29</u>	CR	0020.7000
Landfill	240	<u>\$24,763.54</u>	CR	0070.7000
Airport	260	<u>\$360.43</u>	CR	0120.7000
Emergency 911	270	<u>\$70.88</u>	CR	0350.7000
Capital Projects	510	<u>\$197.50</u>	CR	0160.7000
Conservation Trust	211	<u>\$46.99</u>	CR	0060.7000
Library	212	<u>\$3,068.22</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$2,964.59</u>	CR	0280.7000
Health & Welfare	720	<u>\$234,763.36</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,156.54</u>	CR	0170.7000
Internal Service Fund	710	<u>\$576.44</u>	CR	0325.7000
Lease Purchase Fund	410	<u> </u>	CR	0175.7000
NCT Telecom	520	<u> </u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$768.16</u>	CR	0320.7000
PSC - JAIL	210	<u>\$57,531.13</u>	CR	0072.7000
Human Sevices	220	<u>\$6,896.07</u>	CR	0030.7100
Public Health	250	<u>\$1,352.98</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$8,385.10</u>	CR	0168.7000
Sunset Meadows I Security	910	<u> </u>	CR	0167.7000
Sunset Meadows II	920	<u>\$4,800.03</u>	CR	0169.7000
Sunset Meadows II Security	920	<u> </u>	CR	0171.7000
ACET	275	<u>\$95.00</u>	CR	0040.7000
Shadow Mountain LID	530	<u> </u>	CR	0110.7000
MC Local Marketing District	231	<u>\$20,000.00</u>	CR	0050.7000
To Fund				
Warrant		<u>\$704,140.86</u>	DR	

Adopted this 9th day of July, 2024

Chairman

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

1. THIS CONTRACT, made this ^{JHM} ~~24th~~ ²¹ day of June, 2024, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and The Place I Go, 104 Meeker Street, Delta, Colorado 81416, 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. **Lab-Based Urinalysis for alcohol only ETG: \$30/Incident**
 - b. **5 Panel Hair Test: \$89/Incident**
 - c. **6 Panel Redi Cup and Confirmation: \$35/Incident**
 - d. **Saliva - Instant Test: \$19/Incident** (There is no lab confirmation of results, test results are given in real time)
 - e. **Saliva - Lab Confirmation: \$29/Incident** (Saliva lab confirmation per substance from saliva test)
 - f. **Lab-based Urinalysis (UA): \$19/Incident** (6panel with automatic confirmation of ETG (Meth/Amp, cocaine, benzodiazepines, marijuana, opiates)
 - g. **Lab-based Urinalysis (UA) – fentanyl: \$21/Incident** (7 panel with auto confirmation of ETG (Meth/Amp, cocaine, benzodiazepines, marijuana, opiates, and fentanyl)
 - h. **Lab-based Urinalysis (UA) Confirmation: \$18/Incident** (The cost of this service is per substance requiring a confirmation level)

The amount to be expended pursuant to this Agreement shall not exceed five thousand dollars and no/100 cents (\$5000). 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
Kristin Grajeda, Director

6/24/2024
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

MOFFAT COUNTY BOARD OF
HUMAN SERVICES

Tony Bohrer, Chairperson

Date

CONTRACTOR

Julie Hoerner Mowry

6/21/2024
Date

Julie Hoerner Mowry (print name)

Chief executive officer (title)

STATE OF COLORADO)

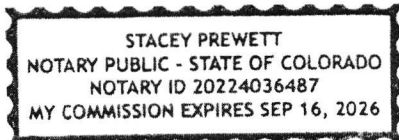
) ss.

COUNTY OF Delta)


Subscribed and affirmed to before me this 21st day of June, 2024, by Julie Hoerner Mowry (Contractor). Independent Contractor.

Witness my hand and seal.

My commission expires: 09-16-2026



[Signature]
Notary Public

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2024/25	
GRANT AWARD	PAGE 1	

STATEMENT OF GRANT AWARD

RECIPIENT NAME AND ADDRESS	AWARD NUMBER & TYPE
Moffat County c/o: Tony Bohrer, Commissioner Board of County Commissioners 800 West 1st Street, Suite 100 Craig, CO 81625	Award: 2025 CRTS 20W0 JCAK 27 Type: Annual

AWARD START DATE:	July 1, 2024	AMOUNT REQUESTED:	\$149,283
AWARD END DATE:	June 30, 2025	AMOUNT AWARDED:	\$149,283

Recipient is awarded funding to supplement court security staffing costs per the Recipient's application and approved budget.

STATUTORY AUTHORITY FOR THE GRANT

Section 13-1-201, Colorado Revised Statutes

GRANT CONDITIONS

This Award is approved subject to such conditions or limitations as set forth in the Fiscal Year 2024/25 Grant Conditions.

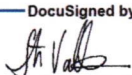
JUDICIAL DEPARTMENT	RECIPIENT ACCEPTANCE
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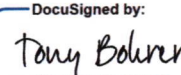
Steven Vasconcellos
State Court Administrator
Colorado Judicial Department

Tony Bohrer
Commissioner
Moffat County

SIGNATURE OF APPROVING OFFICIAL

SIGNATURE OF AUTHORIZED RECIPIENT

DocuSigned by:

7A259986F512420...

DocuSigned by:

479E7EE9EA6C4C8...

DATE

DATE

06/24/24 | 11:16 AM MDT

06/24/24 | 8:32 AM MDT

COLORADO YOUTH DETENTION CONTINUUM (FORM CYCD)
14TH JD SUB-GRANTEE AGREEMENT

THIS agreement made this _____ day of _____, 2024 by and between the Board of County Commissioners of the County of Grand, State of Colorado, as fiscal agent, through the 14th Judicial District Colorado Youth Detention Continuum Coordinator, hereinafter referred to as "Coordinator", whose address is 308 Byers Avenue, Hot Sulphur Springs, CO 80451, and Board of County Commissioners for the County of Moffat, State of Colorado, hereinafter referred to as "Sub-Grantee", whose address is 1198 W. Victory Way, Craig, CO 81625

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this agreement under Colorado Department of Human Services, Division of Youth Services Encumbrance Number C-WR-070071 from funds acquired by Grand County, as fiscal agent, the U.S. Department of Human Services under 42 USC §§ 5631-5633, and the State of Colorado under the Colorado Youth Detention Continuum Juvenile Services (CYDC) program, C.R.S. §§ 19-2.5-1511, -19-2.5-1519, -19-2.52-108, -19-2.5-606, -19-2.5-1113, -19-2.5-1515 and

WHEREAS, Coordinator has secured the required approval, clearance and coordination from the State of Colorado, Department of Human Services, Division of Youth Services, to administer distribution of CYDC funds to sub-grantees in order to provide community-based services in Colorado's 14th Judicial District (14th JD); and

WHEREAS, Sub-Grantee has participated in the CYDC funding/planning process with Coordinator and Grand County, and has committed the necessary resources and personnel to provide the community-based services, as set forth herein, within 14th JD during the CYDC 2024-2025 funding cycle.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. **Statement of Work and Responsibilities:** Sub-Grantee agrees to provide community-based alternatives to secure detention services for delinquent youth in accordance with the 14th JD CYDC Juvenile Services Plan, and as further described in Exhibit A, attached hereto and incorporated by reference as if set forth in full herein (herein after referred to as "Project"), such services shall meet federal and state juvenile service objective(s) contained in the 14th JD CYDC Juvenile Services Plan, attached here to as Exhibit B. Sub-Grantee shall provide qualified personnel to administer and oversee this agreement, including compliance with HIPPA as set forth in Exhibit C. Sub-Grantee shall perform the work as an Independent Contractor, and at no time under this agreement shall Sub-Grantee, its agents or employees, be considered agents or employees of Coordinator or Grand County.

2. Payment Amount and Billing Procedure: In consideration of the obligation of Sub-Grantee to perform in accordance with paragraph 1, Coordinator will transfer requested and approved funds to Sub-Grantee upon satisfactory completion of performance and compliance with the expense and caseload reporting requirements set forth in Exhibit A. At no time shall reimbursement of costs provided under this Agreement and the Plan exceed budgeted amounts set forth in the 14th JD CYDC Juvenile Services Plan Budget, attached hereto as Exhibit B.
3. Performance Term: The term of this agreement is from July 1, 2024 through June 30, 2025.
4. Availability of Funds: Payment pursuant to this agreement is subject to and contingent upon the continuing availability of funds for the purposes hereof. If any of said funds become unavailable, as determined by the State Controller, fiscal agent, or Coordinator, either party to this agreement may immediately terminate or seek amend this agreement.
5. Record Keeping Requirements: Sub-Grantee shall maintain complete files of all records, documents, communications and other material which pertain to this agreement for a period of five (5) years from the date of final payment under this agreement, unless Coordinator and/or County requests that the records be retained for a longer period, or until an audit has been completed with the following qualification: if an audit by or on behalf of Coordinator and/or County has begun but is not completed at the end of the five (5) year period, the materials shall be retained until the resolution of the audit findings.
 - (a) Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Sub-Grantee records.
 - (b) All such records, documents, communications, and other materials shall be the property of the Coordinator unless otherwise specified herein and shall be maintained by the Sub-Grantee, for the period set forth above.
6. Audits and Performance Monitoring: Sub-Grantee shall permit Coordinator, fiscal agent, and any other governmental agency authorized by law, or their authorized designee to monitor all activities conducted by Sub-Grantee pursuant to the terms of this agreement. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of internal evaluation procedures, reexamination of program data, special analysis, on-site verification, formal audit examinations, or any other reasonable

procedures. All such monitoring shall be performed in a manner that will not unduly interfere with contract work.

Sub-Grantee authorizes the Coordinator, fiscal agent, and either's representatives to perform audits and/or inspections of Sub-Grantee's records at any reasonable time during the term of this agreement and for a period of five (5) years, (unless the Coordinator or fiscal agent determines a longer timeframe is required) following the date of final payment under this agreement, to assure compliance with its terms and/or to evaluate the Sub-Grantee's performance. Any amounts which have been paid by Coordinator which are found to be improper in accordance with other terms of this agreement shall be immediately returned to fiscal agent or may be received in accordance with other remedies.

7. Conformance with Law:

(a) Sub-Grantee shall at all times during the term of this agreement strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. Sub-Grantee shall also require compliance with these statutes and regulations in subcontract agreements, if any, permitted under this agreement.

(b) Sub-Grantee also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this agreement. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, Sub-Grantee makes the following assurances, upon which the Coordinator and Grand County relies:

(i) Sub-Grantee shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work under this agreement;

(ii) At all times during the performance of this contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by Sub-Grantee, or be subjected to any discrimination by Sub-Grantee;

(iii) Sub-Grantee shall take all necessary affirmative steps, as required by 45 CFR 92.36(e), Colorado Executive Orders D0055 87 and D0005 94 and State Procurement Rules, to assure that small and minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction, and services purchased under this agreement.

(c) Sub-Grantee shall at all times during the term of this agreement strictly adhere to all Colorado Division of Youth Services (DYS) policies and

regulations, including DYS Policy 3.2 regarding staff/personnel qualification.

8. Assignment/Delegation/Subcontracting: Except as otherwise provided, the duties and obligations of Sub-Grantee shall not be assigned, delegated or subcontracted except with the express prior written consent of Coordinator. All subcontractors will be subject to the requirements of this assignment.
9. Beneficiary: Except as otherwise stated, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. No third-party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.
10. Performance Disputes: Any failure of Sub-Grantee to performance in accordance with the terms of this agreement shall constitute a breach of the agreement. Any dispute concerning the performance of this agreement which cannot be resolved at an informal level shall be submitted in writing by both parties to the Board of County Commissioners of the County of Grand, whose sole discretion in resolving the dispute shall be final.

Any notice required under this agreement may be personally delivered or mailed in the United States mail, first class postage prepaid to the party to be served at the following addresses:

Sub-Grantee: Board of County Commissioners
of the County of Moffat
State of Colorado
1198 W. Victory Way,
Suite 104
Craig, CO 81625

Coordinator: Kelly Friesen
P.O. Box 251
Hot Sulphur Springs, CO
80451

Notices personally served shall be deemed served on the date of delivery. Notice mailed shall be deemed served the next business day following the date of mailing if mailed in the State of Colorado, otherwise on the date which is two business days following the date of mailing.

11. Termination:

(a) Termination of Default: Coordinator and / or County may terminate the agreement for cause without compensation for termination costs. If Coordinator and/or County terminates the agreement for cause, it will first give ten (10) days prior written notice to Sub-Grantee, stating the reasons for cancellation, procedures to correct problems, if any, and the date the agreement will be terminated in the event problems have not been corrected.

(i) In the event this agreement is terminated for cause, Coordinator will only reimburse Sub-Grantee for acceptable work or deliverables received up to the date of termination.

(ii) In the event this agreement is terminated for cause, final payment to Sub-Grantee may be withheld at the discretion of Coordinator and/or County until completion of final audit.

(b) Termination for Convenience: Coordinator and Grand County shall have the right to terminate this agreement by giving Sub-Grantee at least thirty (30) days prior written notice. If notice is so given, this agreement shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this agreement shall cease.

(c) Immediate Termination: This agreement is subject to immediate termination by Coordinator or Grand County in the event that Coordinator or County determines that the health, safety, or welfare of persons receiving services may be in jeopardy. Additionally, Coordinator or County may immediately terminate this agreement upon verifying that Sub-Contractor has engaged in or is about to participate in fraudulent acts.

12. Exhibits- Interpretation:

(a) Unless otherwise stated, all exhibits referenced herein are attached hereto and incorporated herein and made a part of this agreement.

(b) The terms of this agreement shall control over any conflicting terms in any of its attached exhibits.

13. Conflicts of Interest: Neither Sub-Grantee nor any of its employees shall, at any time during the term of this agreement, do work for, nor shall they have any financial interest or other relationship with any entity or project which would constitute a conflict of interest or influence or otherwise jeopardize the professional judgment of Sub-Grantee in connection with the Project.

14. Confidentiality: Sub-Grantee acknowledges that it may receive confidential information from Coordinator or County in connection with the Project or, as part of the Project, develop such information. Sub-Grantee shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the Project.

15. Ownership of Work: Subject to Coordinator's obligation to compensate Sub-Grantee, all work, reports, designs, drawings, renderings and other work product produced by Sub-Grantee in connection with the Project shall belong to Coordinator and County, and Sub-Grantee shall not use any part thereof for purposes other than the Project without the written consent of Coordinator.

16. Indemnification: To the extent permitted by Colorado law, sub-Grantee shall indemnify the Coordinator and Grand County and hold and defend Coordinator and County and its officials, officers and employees harmless from all costs, claims, and expenses arising from claims made by any person in connection with

the acts or omissions of, or representations by, Sub-Grantee. This indemnification shall not apply to claims by third parties against Coordinator or County to the extent that the Coordinator of County is liable to such third party for such claims without regards to the involvement of Sub-Grantee.

17. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the work and may not be amended except by a written document executed by both parties hereto.
18. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute a single instrument.
19. Choice of Laws and Venue: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be only in the District Court in and for the County of Grand, State of Colorado.
20. Governmental Immunity: Nothing contained herein shall constitute a waiver of County's Governmental Immunity.

Exhibit A
STATEMENT OF WORK

I. Work Requirements

- A. The Contractor, under the direction of the 14th Judicial District Juvenile Services Planning Committee (JSPC), and pursuant to Colorado Revised Statutes 19-2-211, 19-2-302, and 19-2-310, shall implement the Colorado Youth Detention Continuum (CYDC) Juvenile Services Plans and Budgets developed for the judicial district by such committee. The goals of these plans shall be to reduce placement or length of stay of delinquent youths in State funded detention centers, and/or to prevent commitment to the Division of Youth Services.
- B. The Colorado Youth Detention Continuum (CYDC) and MTR Juvenile Services Plans shall be implemented in accordance with the description in **Exhibit B**.
- C. The Contractor's designated staff shall enter into the Colorado Trails CYDC database ("Trails") all client and service information required for the statewide evaluation of local CYDC programs. Data shall be entered into Trails no later than 7 calendar days from the time of service. If there are technical Trails-system issues, the Contractor shall immediately request a Trails HelpDesk ticket. Immediately following the closure of the HelpDesk ticket, the Contractor shall enter Trails data. The Contractor shall provide computer hardware and software to staff entering information into the CYDC database that complies with the requirements published by the Department of Human Services for the Colorado Trails system. Such designated staff shall sign confidentiality agreements provided by the State and shall consider all such data to be confidential in accordance with **Provision E**. below.
- D. All records and information maintained by the Contractor pertaining to youths served by the program shall remain confidential and shall not be released to anyone other than the person in interest or the State without specific order of the court with proper jurisdiction. Prior to the release of any information or record, the Contractor shall notify the State. Nothing in this paragraph shall be construed in any way to prevent the Contractor from releasing information to authorized parties during the normal legal conduct of the Contractor's business.
- E. The Contractor acknowledges it is fully bound by the Federal Regulations on the Confidentiality of Alcohol/Drug Abuse Patient Records 42CFR Part 2 when receiving, storing, or otherwise dealing with any information related to a client receiving drug and alcohol treatment services. The Contractor acknowledges that prior to the release of any client's drug and/or alcohol treatment services information, a written document granting permission to release the herein mentioned information shall be signed by the client and placed in his/her file.
- F. The Contractor agrees to attend annual and on-going training, as identified, and coordinated by the Statewide Coordinator.

- G. The Contractor shall allow the State and the JSPC to review any and all fiscal records relevant to the program, including all direct charges and overhead/indirect charges, and provide fiscal information to the State or the Judicial District Juvenile Services Planning Committee when requested by the State or the JSPC.
- H. Tangible personal property with a useful life of more than one year and an acquisition cost of more than FIVE HUNDRED DOLLARS (\$500.00) whether capitalized or not capitalized, that is purchased by contract funds at the State's request, shall be transferred to any party specified by the State within thirty (30) days of such time as the Contractor is no longer providing services through the CYDC program. The party receiving the equipment shall be responsible for any transportation required to obtain the equipment. It is the responsibility of the Contractor to transport returned property to Colorado State Surplus.
- I. The Contractor shall submit an equipment purchase form for purchases over \$500 with an expected useful life of more than 60 months to the Statewide Coordinator and obtain a minimum of 3 bids for the purchase. Exceptions may be made for specialized purchases or agencies that require specified equipment with prior written approval by the DYS Regional Director or Statewide Coordinator.
- K. The Contractor agrees to use the DYS Provider Network database as required by DYS. DYS reserves the right to not reimburse for services not adequately documented in the DYS Provider Network database, in accordance with the budget information included in Exhibit B.
- L. The State may increase or decrease the rates established in the Contract in Exhibit B, based upon a cost of living adjustment to the relevant lines in the Long Bill through an option letter. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Contract Section 21, "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.
- M. Monthly billing for services provided shall be submitted at least once a month by the 10th of the month following the month of service, on forms prescribed by the State, in accordance with the budgets, Exhibit B. The Contractor may bill twice a month on the 15th and the last day of the month, for services rendered. All billings shall be submitted to, and eligible expenditures approved by, the DYS Contract Manager. Bills shall be returned unpaid if the bills do not conform to the approved format or the documentation to support the invoice is inadequate.
- N. DYS shall not approve the following expenditures:
1. Mileage and Per Diem allowances that exceed State rates.
 2. JSPC or Contractor staff recognition that exceeds \$35/per person per occurrence.

3. JSPC food and beverage expenses that exceed State Per Diem allowances without prior written approval by the DYS Regional Director or Statewide Coordinator.
 4. JSPC or Contractor staff training expenses without prior written approval of the DYS Regional Director or Statewide Coordinator.
 5. JSPC or Contractor staff out of state travel without prior written approval of the DYS Regional Director or Statewide Coordinator.
 6. Compensation for speaker fees without prior written approval of the DYS Regional Director or Statewide Coordinator.
- O. During the final month of the contract period, the Contractor shall perform a reconciliation of contract payments received and total contract expenditures. The final billing shall reflect the remaining balance of the total expenditures for the term of the contract/State fiscal year.
- P. It is understood and agreed that in the event payment is authorized and received for services provided through this contract, to any youth not eligible for CYDC services, the Contractor shall refund the payment made for those services within 30 calendar days of determining payment was made for an ineligible youth.
- Q. Requests for revisions to budget line items of more than ten percent (10%) or deletion or addition of new line items shall be submitted in writing by the local Juvenile Services Planning Committee to the appropriate DYS Regional Director and the DYS CYDC Coordinator for written approval prior to implementation. Budget revisions are subject to the limitation of the **Contract Maximum Amount**.
- R. The State shall reimburse the Contractor for only the eligible cost of services provided by the Contractor and their authorized subcontractor. The Contractor shall have adequate procedures and controls to ensure that there is no double billing of either units of services and/or salaries and related operating costs to this DYS contract. It is further understood and agreed the Contractor may not receive duplicate payments from any source for the same service. If a duplicate payment or overpayment for services is made by the State, either by the Division of Youth Services or any other State agency; or by a federal agency; the Contractor shall apply a credit to the next period invoice or refund the payments within 30 calendar days of receiving or determining the duplicative payment or overpayment. The Contractor shall make procedures available for the State to review upon request.
- S. The Contractor shall provide year-end expenditure and inventory reports to DYS within forty-five (45) days of the completion of the fiscal year. Such reports shall be submitted on forms prescribed by the DYS.
- T. The Contractor shall be responsible to assure that a Juvenile Detention Screening and Assessment Guide (JDSAG) is completed for youth that are referred to detention. Additionally, the Contractor shall assure that a Colorado Juvenile Risk Assessment (CJRA) pre-screen is completed on youth admitted into detention, within 48 hours of admission.

II. Fiscal Agent Services

A. Overall Fiscal Management

Grand County shall be the fiscal agent for the 14th Judicial District CYDC local planning committee. This includes receiving, managing, and reporting the use of CYDC fund allocated to the judicial district, to achieve the outcomes outlined in the CYDC annual plan. Responsibilities include but are not limited to the following: budget preparation and oversight; performing all financial transactions (accounts payable, accounts receivable, payroll and reporting), and providing capital to cover the above mentioned expenses incurred by the organization which cannot be deferred until reimbursement is received.

The Contractor will complete budget preparation and analysis and inform the JSPC monthly of budgetary trends and expenditures.

1. Accounting Systems

- a) The Contractor shall comply with all DYS accounting requirements and all generally accepted accounting principles (GAAP). The accounting systems include but are not limited to: separate tracking of revenue and expenditures, expenditures classified by budget categories, monthly ledger reconciliation, internal accounting controls, and handling of multiple funding streams.
- b) Contractor financial records and reports shall be reconciled with the State CYDC tracking reports, thus facilitating Board oversight and reconciliation and correction of discrepancies.
- c) The Contractor shall utilize a standardized budget development and tracking system developed specifically for the CYDC program. The Contractor shall work with the CYDC Coordinator to prepare reports for the monthly finance committee meetings based on these billing worksheets.

2. Cash flow

- a) The Contractor shall maintain sufficient cash-on-hand and reserves to manage any cash flow issues associated with this reimbursement style of contract.
- b) In regard to all personnel expenses, CYDC employee salaries and the associated benefit expenses are paid directly by Grand County and Grand County bills the State for reimbursement.

B. Employment Services

The Contractor shall serve as the formal employer of the current 14th Judicial District CYDC Coordinator and any CYDC program employees.

1. Quality assurance

- a) Development and Maintenance of Job Descriptions, Recruitment, screening, hiring of new employees, including background checks.
- b) Training to include but not limited to: New Employee Orientation, HIPAA, Motivational Interviewing, CJRA, TRAILS, JDSAG
- c) Supervision of line-staff shall be the responsibility of the CYDC Coordinator and/or their designee. Supervisors are required to conduct annual performance evaluations of their staff that include appropriate feedback from associated CYDC providers, clients, and other juvenile-serving professionals within the judicial district. Copies shall be kept in the employee's personnel file.
- d) Grand County's annual performance evaluation of the CYDC Coordinator is based on the job description criteria and expectations stated in the local JSPC's RFP requirements and annual plan. A 360-degree evaluation, to include JSPC, Courts, and DYS, will be conducted for performance feedback. The results will be compiled and reviewed with the CYDC Coordinator and appropriate JSPC member(s). Future goals for improvement and career growth shall be discussed and stated in writing by the CYDC Coordinator and referenced in future evaluations. Copies will be kept in the Coordinator's personnel file.
- e) Grand County as the CYDC Coordinator's employer of record requires that performance and employment issues be processed through Grand County's Human Resource Department for compliance with policies and procedures and employment law.
- f) Direct supervision of line-staff is the responsibility of the CYDC Coordinator and/or their designee. Grand County shall provide guidance and advice relating to personnel and workplace issues.
- g) Managing payroll services of CYDC staff.
- h) Compliance with all applicable Fair Labor Standards.

2. Role with JSPC

- a) Grand County shall develop a process with the JSPC in regard to the selection and supervision of the CYDC Coordinator and staff. Grand County shall review this process on an annual basis.
- b) The CYDC Coordinator shall actively participate and support the development, implementation and oversight of the annual plan and budget in the development and monitoring of any programs, in oversight of contract employees and assigned CYDC employees. The expenditure of moneys for juvenile services in the 14th Judicial District shall be made in accordance with the annual plan developed pursuant to Colorado Revised Statute 19-2-211.
- c) The CYDC Coordinator and the JSPC will meet as necessary to develop a plan for the allocation of resources for local juvenile services within the 14th Judicial District for the fiscal year.

- d) The CYDC Coordinator and the JSPC board shall work with the HR Agent (Grand County) to advertise, interview, and hire all employees covered under this contract.

C. Subcontracts

1. Quality Assurance for provision of services

- a) Grand County shall use a contract with subcontractors which contains all the terms and conditions required in the DYS contract. Contracts also indemnify and hold the State harmless and affirm the vendor's insurance requirements.
- b) Grand County will work with the CYDC Coordinator to determine the services and vendors needed to successfully implement the Juvenile Services Plan. When contracting with a vendor, Grand County requires all vendors to provide a proposal that outlines the services to be provided and the fees and billing requirements. This document along with the terms and conditions of the contract are reviewed throughout the plan year to determine if contract requirements are being met.
- c) Additionally, all subcontractors are required to provide proof of insurance per DYS policy, be referred by CDHS Human Resources (HR) to the Background Investigation Unit (BIU) to have a name search through CBI and TRAILS records, fingerprint check through CBI and FBI and complete and pass a drug screen at a designated facility for each contractor that has direct contact and/or unsupervised contact with vulnerable persons.
- d) Subcontractor files shall be maintained and monitored for compliance with contract proposal and DYS requirements, which include insurance coverage, fingerprint results, TRAILS check and background check.

2. Quality Assurance for following Policy S 1.6 and Insurance

- a) Grand County will comply with DYS requirements for all full-time and part-time employees that provide CYDC services.
- b) New employee information will be submitted to the CDHS Human Resources (HR) to the Background Investigation unit (BIU) to have a name search conducted through CBI and TRAILS records, fingerprint check through CBI and FBI and complete and pass a drug screen at a designated facility. Self-Reporting Policy that requires employees to notify their supervisor of alcohol or drug related offenses; traffic offenses that may result in the loss or suspension of their drivers' license and all felony or misdemeanor convictions.

- c) Grand County shall participant in "The Department Program" to verify employee identity and employment authorization and, per Colorado Revised Statute (C.R.S) 8-2-122, completes an Affirmation of Legal Work Status form for all new employees.

III. Performance Management

A. Performance Measures Overview

1. The Performance Measures Process. As set forth and defined herein, "Performance Focus" is a performance-based analysis strategy the Parties shall use in association with the Contractor's performance hereunder that allows the Parties to better focus on and improve performance outcomes to obtain maximum benefits from the work of the Contractor under this Contract. By identifying areas of focus, the Parties intend to and shall determine what aspects of the Contractor's performance hereunder are working and what aspects of said performance need improvement. By measuring the impact of day-to-day work of the Contractor hereunder, the Parties will be able to make more informed collaborative decisions to align the work of the Contractor to affect more positive performance outcomes and change for the purposes served through this Contract.
2. Performance Focus Meetings. As determined necessary, dates will be set by the State (after appropriate consultation with the Contractor), to hold Performance Focus meetings for the purpose of review, analysis, planning and action upon the current Performance Measures for the Contract. The respective Regional Director or designee and designated staff shall meet with the Contractor's designated executive level representatives and designated staff. The Regional Director or designee shall facilitate the Performance Focus meetings, focusing on any of the Performance Measures and associated action items established.
3. Performance Measures Reports. Performance Measures Reports shall reflect relevant report data for the Performance Measures identified hereunder to be tracked on an ongoing basis through the Contract Performance Focus process.

The Parties understand and agree that the Performance Measures hereunder shall remain fluid in nature as progress is made and data refined through the Performance Focus process. Performance Measures shall continue to evolve to meet the objective of measuring key performance outcome indicators for the work of the Contractor hereunder.

B. Contract Performance Measures.

1. The Contractor shall collect Performance Measure data monthly and report this data to the State during Performance Focus meeting dates established between the State and the provider. The Contractor shall report data on any forms developed by the state for the purpose of reporting performance data and shall use any reporting tools or data

collection protocols developed by the state. In the absence of such, the Contractor may report on performance data using tools and documents of their choosing.

2. The parties have identified and agreed upon the following initial Performance Measures for use by the Parties.

- a. **Performance Measure #1**

- a. Each CYDC contract or JD shall be within 10% of YTD spending projections through December. If actual expenditures are not within 10%, a written correction plan shall be submitted by January 18th.

- b. **Performance Measure #2**

- b. Each Contractor shall have an annual performance evaluation for their coordinator that includes a 360-degree evaluation to include JSPC, Courts, and DYS.

IV. Additional Provisions

- A. The Contractor shall have in place a double entry accounting system, which complies with generally accepted accounting principles (GAAP). All expenses shall be posted to the double entry accounting system. Billings for services shall be reconcilable to the double entry accounting system. The Contractor shall have adequate time keeping and cost allocation systems to allocate salary cost and indirect cost to appropriate cost centers. The Contractor shall provide salary allocation reports for the State to review upon request.
- B. The Contractor shall, upon request of DYS, consent to an audit of their financial statements (Income Statement, Balance Sheet, and Statement of Cash Flows) by an independent public accounting firm if the Contractor receives \$400,000 dollars or more of state funds. If the Contractor is a government agency, an independent audit done by another agency of that government meets this requirement. The audit shall be completed and a copy provided to DYS Program Services within six (6) months after the end of the Contractor's fiscal year. The audited financial statements shall contain supplemental statements providing detailed financial information for the expenditures of this contract. Contractors that are a subsidiary of a parent organization shall submit separate financial statements for the subsidiary that detail each of the Contractor's facilities and/or programs that provide services for the Division and reconcile with the consolidated statements of the parent organization. In cases where audit deficiencies are noted, a plan of corrective action shall be submitted to DYS for approval within four (4) months of the date of the audit.
- C. If Contractors do not submit their annual audit or refuse to disclose financial information regarding the operation of the program in a timely manner, DYS may withhold payment until the audit and/or requested information is submitted.
- D. Failure to comply with any of these requirements is justification for DYS to terminate this contract.

SUB-GRANTEE

Moffat County Board of County Commissioners

By: _____

Title: _____

STATE OF COLORADO} ss.

County of _____}

Acknowledge and sworn to before me this _____ day of _____, 2024 by _____

_____ in the capacity of _____, for _____

My commission expires: _____

In witness whereof, I have hereunto set my hand and seal.

Notary Public

COORDINAOR

Grand County, State of Colorado

BY : _____

Merrit Linke
Grand County Board of County Commissioners

By: _____

Kelly Friesen, CYDC Coordinator
14th Judicial District, Colorado

ATTEST

By: _____

Jolene Stetson Linke
Grand County Clerk

PERMITTEE NAME: Moffat County Road Department
 ADDRESS: P.O. Box 667, Craig, CO 81626

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT (DMR)

COG502063 PERMIT NUMBER
 002A DISCHARGE NUMBER

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

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

MONITORING PERIOD					
YEAR	MO	DAY	YEAR	MO	DAY
2024	4	01	2024	06	31

FROM (20-21) (22-23) (24-25) TO (26-27) (28-29) (30-31)

Check here if No Discharge

NOTE: Read Instructions before completing this form

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

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER
 Tony Bohrer,
 BOCC Chair
 TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT
 TELEPHONE: 970 824-3211
 DATE: 2024 7 9

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

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 2024-76

A RESOLUTION PERMITTING THE LAWFUL POSSESSION OF FIREARMS IN FACILITIES ENUMERATED IN C.R.S. 18-12-105.3 (l)(b) OWNED, OPERATED, AND CONTROLLED BY MOFFAT COUNTY, COLORADO

Recitals

WHEREAS, Senate Bill 2024-131, which creates C.R.S. 18-12-105.3, makes it a Class 1 Misdemeanor to carry a firearm in certain sensitive places as defined in the Bill, and

WHEREAS, "Sensitive Places," as relevant hereto, 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 government 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." and

WHEREAS, C.R.S. 18-12-105.3 (4)(b) permits a local government to enact an ordinance, regulation, or other law that permits a person to carry a firearm at or in Sensitive Places, and

WHEREAS, C.R.S. 30-11-101 provides that local governments have the authority to adopt and enforce ordinances and resolutions regarding health, safety, and welfare issues as otherwise prescribed by law, and

WHEREAS, C.R.S. 18-9-117 provides that local governments may adopt such orders, rules, or regulations as are reasonably necessary for the administration, protection, and maintenance of such public buildings and property, specifically, orders, rules, and regulations restricting or limiting the use of such public buildings or property as to time, manner, or permitted activities, and

WHEREAS, C.R.S. 18-12-214 and 29-11.7-104 already permit local governments to limit the carrying of firearms within that government's jurisdiction or control, and

WHEREAS, Senate Bill 2024-131 would prohibit employees of Moffat County and all other non-exempt persons from lawfully possessing a firearm for the defense of their person while in Sensitive Places, and

WHEREAS, The Moffat County Board of County Commissioners finds that Senate Bill 2024-131 would not deter an individual determined to do harm to employees and citizens of Moffat County from possessing a firearm in Sensitive Places.

For the foregoing reasons, the Board determines that it is in the best interests of the public health, safety, and permit the lawful carrying of firearms in Sensitive Places owned, operated, and controlled by Moffat County, Colorado.

NOW, THEREFORE, BE IT RESOLVED that:

1. Pursuant to C.R.S. 18-12-105.3 (4)(b), the Board of County Commissioners of Moffat County, hereby permit the lawful possession or carrying of firearms in Sensitive Places, as that term is used herein.
2. The authority of this Resolution does not affect any restriction not expressly described in this Resolution.

MADE EFFECTIVE THE 1ST day of July, 2024

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Tony Bohrer, Chair of the Board

Melody Villard, Commissioner

Donald Broom, Commissioner

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT)

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

Witness, my hand and seal of said County this 9th day of July, 2024.

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



Moffat County Planning Commission

July 2nd 2024

Application: RS24-02 – Steele Re-subdivision of Wildlife Estates #2- parcel A, B and C

Applicant: Vickie Steele

Description: Request to re-subdivide

Regulation Reference: Section 1.010 – Subdivision regulations with reference to Minor Subdivision

Location: Section 26 - Township 7N; Range 91W

Access: HWY 13 North from Craig, Left on CR 105. Left on Pence Drive, Right on main Beam road.

Staff Comments:

Mrs. Steele along with Daniel and Bryanne Cossey would like to re-subdivide the following parcels in Wildlife Estates #2-

Parcel A Existing (lots 34-40)

Parcel B Existing (lots 53-60)

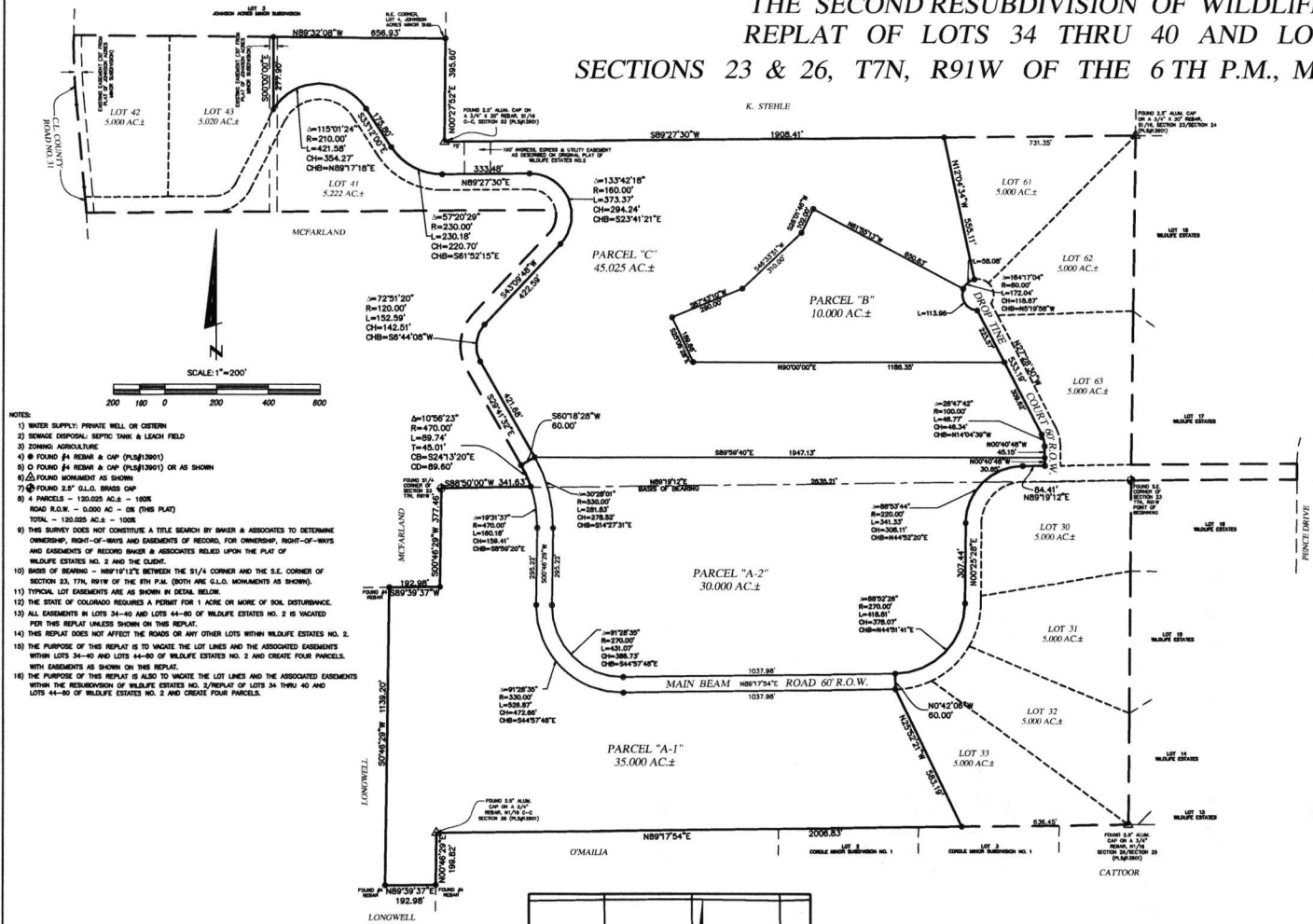
Parcel C Existing (lots 44-52)

See attached plat map and descriptions.

Attachments: Copy of application and plat.

Results:

THE SECOND RESUBDIVISION OF WILDLIFE ESTATES NO. 2/ REPLAT OF LOTS 34 THRU 40 AND LOTS 44 THRU 60 IN SECTIONS 23 & 26, T7N, R91W OF THE 6TH P.M., MOFFAT COUNTY, COLORADO

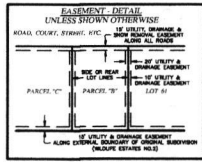
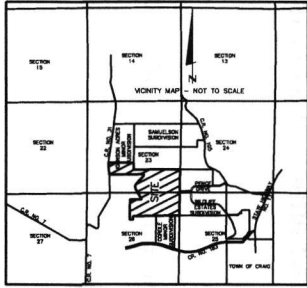


- NOTES:**
- 1) WATER SUPPLY: PRIVATE WELL OR CISTERN
 - 2) SEWAGE DISPOSAL: SEPTIC TANK & LEACH FIELD
 - 3) ZONING: AGRICULTURE
 - 4) FOUND #4 IRON & COP (PLS#13901)
 - 5) FOUND #4 IRON & COP (PLS#13901) OR AS SHOWN
 - 6) FOUND MONUMENT AS SHOWN
 - 7) FOUND 2.5" G.L.O. BRASS CAP
 - 8) 4 PARCELS - 120.025 AC± - 100% ROAD R.O.W. - 0.000 AC - OR (CHS PLAT) TOTAL = 120.025 AC± - 100%
 - 9) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY BAKER & ASSOCIATES TO DETERMINE OWNERSHIP, RIGHT-OF-WAY AND EASEMENTS OF RECORD, FOR OWNERSHIP, RIGHT-OF-WAY AND EASEMENTS OF RECORD BAKER & ASSOCIATES RELIED UPON THE PLAT OF WILDLIFE ESTATES NO. 2 AND THE CLUST.
 - 10) BARS OF BOUNDARY - NORTH 15°12' E BETWEEN THE S 1/4 CORNER AND THE S.E. CORNER OF SECTION 23, T7N, R91W OF THE 6TH P.M. (BOTH ARE G.L.O. MONUMENTS AS SHOWN).
 - 11) TYPICAL LOT EASEMENTS ARE AS SHOWN IN DETAIL BELOW.
 - 12) THE STATE OF COLORADO REQUIRES A POINT FOR 1 ACRE OR MORE OF SOIL DISTURBANCE.
 - 13) ALL EASEMENTS IN LOTS 34-40 AND LOTS 44-60 OF WILDLIFE ESTATES NO. 2 IS VACATED FOR THIS REPLAT UNLESS SHOWN ON THIS REPLAT.
 - 14) THIS REPLAT DOES NOT AFFECT THE ROADS OR ANY OTHER LOTS WITHIN WILDLIFE ESTATES NO. 2.
 - 15) THE PURPOSE OF THIS REPLAT IS TO WIDEN THE LOT LINES AND THE ASSOCIATED EASEMENTS WITHIN LOTS 34-40 AND LOTS 44-60 OF WILDLIFE ESTATES NO. 2 AND CREATE FOUR PARCELS WITH EASEMENTS AS SHOWN ON THIS REPLAT.
 - 16) THE PURPOSE OF THIS REPLAT IS ALSO TO WIDEN THE LOT LINES AND THE ASSOCIATED EASEMENTS WITHIN THE RESUBDIVISION OF WILDLIFE ESTATES NO. 2/REPLAT OF LOTS 34 THRU 40 AND LOTS 44-60 OF WILDLIFE ESTATES NO. 2 AND CREATE FOUR PARCELS.

LAND SURVEYOR'S CERTIFICATE

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

Lloyd W. Powers, PLS
Colorado Reg. No. 13901



NOTE: According to Colorado law, no warranty is made by the surveyor as to the accuracy of the survey. The surveyor is not responsible for the accuracy of the survey. The surveyor is not responsible for the accuracy of the survey. The surveyor is not responsible for the accuracy of the survey.

DEDICATION

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

A parcel of land located in Lots 11, 12, 13, 14, 15 and 16 of Section 23 and Lots 1, 2, 3, and 6 of Section 26 of T7N, R91W of the 6th P.M., Moffat County, Colorado and being more particularly described as follows:

All of Lots 34 thru 40 inclusive and Lots 44 thru 60 inclusive in Wildlife Estates No. 2 according to the Plat thereof filed on November 17th, 2008 at Reception No. 20084852 in the records of Moffat County, Colorado.

Containing 120.025 acres more or less, under the name and style "THE SECOND RESUBDIVISION OF WILDLIFE ESTATES NO. 2/REPLAT OF LOTS 34 THRU 40 AND LOTS 44 THRU 60", and by these presents, do hereby dedicate to the public all streets, easements, and other public places shown hereon and not already otherwise dedicated for public use.

VICKIE L. STEELE
532 LAY CREEK DR.
CRANG, CO. 81625
(970) 628-0801

NOTARIAL CERTIFICATE

STATE OF COLORADO }
COUNTY OF MOFFAT } SS

The above and foregoing instrument was acknowledged before me this _____ day of _____ A.D., 202____, By Vickie L. Steele.

Witness my hand and seal _____
NOTARY PUBLIC

My commission expires _____

PLANNING COMMISSION APPROVAL

APPROVED BY THE MOFFAT COUNTY PLANNING COMMISSION
THIS _____ DAY OF _____, 202____.

CHAIRMAN

COUNTY COMMISSIONER'S APPROVAL

THE ABOVE DEDICATION AND PLAT IS HEREBY APPROVED
AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS
THIS _____ DAY OF _____, 202____.

BY: _____
CHAIRMAN

ATTEST: _____
COUNTY CLERK

CLERK & RECORDER'S CERTIFICATE

State of Colorado }
County of Moffat } SS

I hereby certify that the original of this instrument was filed for record in my office at _____ o'clock, _____ M. this _____ day of _____ A.D., 202____.

Reception No. _____

Moffat County Clerk & Recorder
By _____

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



Human Resources Department

Request: Employment offer for Moffat County Attorney position.

On July 1st, 2024 Interviews were conducted by our Moffat County Board of County Commissioners. We received two applications for the job posting. I would like to request approval for employment offer to whoever the board chooses.

Applicants Interviewed on July 1st, 2024:

George Hypolite

Garry Rhoden

Salary Pay Range for this position: Grade 16E (Exempt) \$42.69-\$53.36

Sincerely,

A handwritten signature in black ink that reads "Rachel A. Bower". The signature is written in a cursive style with a large, prominent "R" and "B".

Rachel Bower

Human Resources Director