

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS
221 W Victory Way, Suite 130 Craig, Colorado 81625
(970) 824-5517 (970) 824-9191 fax

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, June 14, 2022

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Approve minutes:

- a) May 24 (pgs 4-7); June 2 (pg 8) & 6 (pg 9)– Special Meeting(s)
- b) 2022-63: Resolution for Transfer of Payroll Warrants (pg 10)
- c) 2022-64: Resolution for Payment of Warrants (pg 11)
- d) Core Services contracts:
 - Mental Health Services/K. Gibbs (pgs 12-16)
 - Mental Health Services/Ariel Clinical Services (pgs 17-21)
 - Mental Health Services/J. Adams – Healthy Mind (pgs 22-26)
 - Love & Logic Early Childhood Program - Connection 4 Kids (pgs 27-31)
- e) Colorado Works contract w/Prather Productions (pgs 32-37)
- f) Colorado Child Care Assistance Program (CCCAP) Memo of Understanding (pgs 38-45)
- g) Colorado Works Memo of Understanding (pgs 46-54)
- h) Department of Public Health/Colorado Department of Public Health & Environment Task Order contract regarding Maternal/Child Health Services (pgs 55-66)
- i) Department of Public Health/Colorado Department of Public Health & Environment Workforce Grant application (pgs 67-74)
- j) Department of Public Health/Colorado Department of Public Health & Environment Contract Amendment #4 (pgs 75-95)
- k) Treasurer's Report (pg 96)
- l) Youth Substance Assessment & Treatment Grant application (pgs 97-101)
- m) Maybell Rodeo Club lease (pgs 102-108)
- n) Fairgrounds Sound System Agreement #2 (pgs 109-116)

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



3:02 PM6/13/2022

Public Comment/General Discussion:

Dan Haskins, John Williams, Allison Cutler – Voter discussion

- 1) Board of County Commissioners
 - Election discussion
 - Appoint Land Use Board Environmental seat (pg 117)

Staff Reports:

8:45 am

Public Hearing(s):

- 2) Office of Development Services – Roy Tipton
 - USDA Financial Assistance (Congressionally Directed Spending) (pg 118)
- 3) Planning & Zoning – Jerry Hoberg
 - Shreiner Replat – S-21-03 (pgs 120-122)
 - Fredrickson CUP – C-22-03 (pgs 123-125)
- 4) Office of Development Services – Roy Tipton
 - Future of current Moffat County Courthouse (pgs 126-133)

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- 5) Office of Development Services – Roy Tipton
 - New Courthouse project monthly progress report (pgs 134-144)
 - BHI Pay Application #7 (pgs 145-149)
 - Treanor HL Pay Application #6 (pgs 150 & 151)
 - NWCC Pay Application #4 (pgs 152 & 153)
 - Bid Recommendation:
 - New Courthouse Furniture, Fixtures & Equipment (pgs 154-160)
 - Solar Field Design contract (pgs 161-163)
 - EV Charging Station grant application (pgs 164-172)
 - 6) Road & Bridge Department – Bruce White
 - Bid Recommendation(s):
 - Mini-Excavator
 - Front-End Loader (pgs 173-175)



7) Natural Resources Department – Jeff Comstock

- Beeman Oil & Gas Well Division Orders (pg 176 & 177)
- Letter of Support for Banjo Renewables LLC Solar Project (pgs 178 & 179)
- BLM Cooperating Agency agreement (pgs 180-187)

Adjournment

The next scheduled BOCC meeting will be Tuesday, June 28, 2022 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtu.be/IalRPP9Esg0>

OR

<https://www.youtube.com/channel/UC0d8avRo29+jja2irOdSXzQ>

**** 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



3:02 PM6/13/2022

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

May 24, 2022

In attendance: Donald Broom, Chair; Tony Bohrer, Board Member; Melody Villard, Board Member; Erin Miller, Deputy Clerk & Recorder; Rebecca Tyree; Bruce White; Tammy Raschke; Stacy Morgan; Sarah Colding; Brittany Young; Tom Kleinschnitz; Jim Howell; Denise Williams; John Williams; Roy Tipton; Jeff Comstock; Troy Curtis; Lennie Gillam; Kurt Garbin; John Jacobs; Debbie Jacobs; Roger Richmond; Carol Haskins; Dan Haskins; Tracy Winder

Call to Order
Pledge of Allegiance

Commissioner Broom called the meeting to order

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

Consent Agenda –

Review & Sign the following documents: (see attached)

Approve minutes:

- a) May 10; May 16 – Special Meeting
- b) 2022-58: Resolution for Payment of Warrants
- c) 2022-59: Resolution for Payment of Warrants – P-Cards
- d) 2022-60: Resolution for Transfer of Payroll Warrants
- e) 2022-61: Voided Warrants for the month of May
- f) 2022-62: Transfer of Intergovernment Funds for the month of May
- g) Department of Human Services Electronic Transactions for April
- h) Core Services Program contracts:
 - Ariel Clinical Services
 - MCC Drug & Alcohol Screening (2)
 - Prather Productions
 - Advantage Treatment Center
- i) Public Health Immunization Amendment #3
- j) Memo of Understanding Amendment between Public Health & Memorial Regional Health re: Overdose Fatality Reviews
- k) Public Health Department/State of Colorado Master Task Order (Major Information Technology Project) contract
- l) South Sand Wash Recreation Plan comment letter

Broom made a motion to approve the consent agenda items A-M; item L was pulled prior to the meeting and will appear on a future agenda. Bohrer seconded the motion. Motion carried 3-0.

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:

The following citizens commented on election issues: Tracy Winder, Jim Howell, John Jacobs, Debbie Jacobs, Dan Haskins.

Lennie Gillam, Moffat County Maintenance Director, stood up to thank one of the Road & Bridge Department crews for the amazing job they did building a retaining wall around the stage at Loudy-Simpson Park.

Commissioner Villard encouraged citizens to come forward and apply to be Election Judges; Moffat County had put out a request for 24 Election Judges and only got four replies. If we don't have enough properly vetted Election Judges, we wouldn't be able to do a hand count, plus the cost associated with that.

1) Board of County Commissioners

- Discuss letter opposing BLM - Peabody land purchase effort

Prior to discussion, Villard moved to approve signing the letter of opposition to the BLM-Peabody land purchase effort. For the sake of discussion, Commissioner Bohrer seconded the motion.

This letter had originally been on the May 10th BCC agenda; at the request of the NW Colorado Outdoor Coalition, it was tabled until they could have a workshop with the commissioners. That workshop was held on May 20 and attended by Moffat County, the Coalition, BLM, and Peabody. Peabody has stated that they are restructuring all of their properties and because of their bond restrictions, this property would not be for sale for at least 10 years. Commissioner Bohrer commented that while he does not support this project as it is currently presented, and because this is just a pipe dream, he feels that it not necessary to take any kind of a stand at this point. The Coalition has said regardless, they are moving forward with this project; BLM has said that if the BCC is not behind this. they would not move forward with it.

Commissioner Broom asked for the vote. 1 - aye; 2 - no (just for now; open to discussion in the future).

- Ratify ARPA Fund allocation distribution letter of support (see attached)

When the BCC met with the Craig City Council last Thursday, a letter of support was requested for their grant application for the Yampa River Corridor Project. The City also requested that Moffat County commit \$300,000 of their American Rescue Plan Act funds towards this project. The County signed off on the letter of support on Monday; however, as far as the monetary commitment goes, the BCC has not had time to meet to discuss this between themselves and the Finance Department. This will most likely be on the June 14 BCC meeting agenda.

Bohrer moved to ratify the ARPA Fund allocation distribution letter of support. Villard seconded the motion. Motion carried 3-0.

Road & Bridge Department - Bruce White

did recommendation (s)

- Pick-up Trucks (see attached)

White brought a letter from the local Ford dealership, explaining that due to current market conditions, they would not be able to provide a bid for any trucks. Road & Bridge Department got no other responses to their invitation to bid.

- Front End Loader (see attached)

Even though they got two bids for a new front-end loader, this item came in way over budget. White presented the BCC with some alternatives and suggested that they hold a workshop with the Finance Department to discuss them.

Villard moved to table this item in favor of a workshop. Bohrer seconded the motion. Motion carried 3-0.

9:00 am - Public Hearing:

Clerk & Records Office – Tammy Raschke & Stacy Morgan
Craig Chamber of Commerce – Brittany Young

- Liquor License Hearing:
 - Craig Chamber of Commerce – Roots, Rock, Reggae Festival
 - Craig Chamber of Commerce – Whittle the Wood

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

The Chamber of Commerce is applying for two Special Event Liquor Licenses:

- Roots, Rock, Reggae Festival June 18th, in Loudy-Simpson Park
- Whittle the Wood Rendezvous June 24th & 25th, in Loudy-Simpson Park

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

There was no testimony or comments.

Broom closed the Public Hearing

In regular session, Villard moved to approve the Special Event Liquor License for the Craig Chamber of Commerce for the Roots, Rock, Reggae Festival. Bohrer seconded the motion. Motion carried 3-0.

Bohrer moved to approve the Special Event Liquor License for the Craig Chamber of Commerce for the Whittle the Wood Rendezvous. Villard seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:14 am

The next scheduled BOCC meeting is Tuesday, June 14, 2022

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

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

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

June 2, 2022 - Special Meeting

In attendance: Donald Broom, Chair; Melody Villard, Board Member; Erin Miller, Deputy Clerk & Recorder; County Attorney, Rebecca Tyree

Commissioner Bohrer was out of town

Commissioner Broom called the meeting to order at 9 am

Board of County Commissioners

- Select finalist for Human Resources Director

A committee made up of Moffat County employees interviewed two candidates for the Human Resources Director position. A workshop was held following to review the two candidates. The interview committee recommended the position be offered to Adam Krustchinsky.

Broom moved to offer the position to Adam Krustchinsky. Villard seconded the motion. Motion carried 3-0.

- Instruct County Attorney to contact prospective Human Resources Director with employment offer

Villard moved to instruct the County Attorney to contact Mr. Krustinchinsky with an employment offer. Broom seconded the motion. Motion carried 2-0.

Meeting adjourned at 9:07 am

The next scheduled BOCC meeting is Tuesday, June 14, 2022

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

June 6, 2022 - Special Meeting

In attendance: Donald Broom, Chair; Melody Villard, Board Member; Erin Miller, Deputy Clerk & Recorder; Roy Tipton

Commissioner Bohrer was out of town

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

Office of Development Services – Roy Tipton

- Right-of-Way Easement & Agreement w/YVEA for the Library (see attached)

Tipton explained that Yampa Valley Electric was putting up a new street light on the corner of Victory Way and Green Street for CDOT and needed to run under ground power through the gravel parking lot on the south side of the Library. Tipton thinks we will most likely get a new transformer out of this.

Villard moved to accept the Right-of-Way Easement & Agreement w/YVEA for the Library. Broom seconded the motion. Motion carried 2-0.

Meeting adjourned at 8:37 am

The next scheduled BOCC meeting is Tuesday, June 14, 2022

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2022-63
 PAYMENT OF PAYROLL WARRANTS
 Pay period ending 5/28/2022

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 6/10/2022

FROM FUND:			
General	0010.7000	\$246,864.67	cr
Road & Bridge	0020.7000	\$143,197.35	cr
Landfill	0070.7000	\$13,391.81	cr
Airport	0120.7000	\$1,899.19	cr
Library	0130.7001	\$9,650.92	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$6,150.79	cr
Mo Co Tourism	0320.7000	\$3,111.45	cr
PSC Jail	0072.7000	\$65,996.06	cr
Human Services	0030.7100	\$59,050.19	cr
Public Health	0065.7000	\$15,431.99	cr
SM I	0168.7000	\$3,682.03	cr
SM II	0169.7000	\$4,236.74	cr
TO FUND:			
Warrant	0100.1000	\$572,663.19	dr

Adopted this _____ day of _____ A.D. 2022

 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

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

RESOLUTION 2022-64
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JUNE 2022

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:	6/14/2022		
General	110	<u>\$92,229.82</u>	CR	0010.7000
Road & Bridge	200	<u>\$338,425.83</u>	CR	0020.7000
Landfill	240	<u>\$6,877.02</u>	CR	0070.7000
Airport	260	<u>\$741.84</u>	CR	0120.7000
Emergency 911	270	<u>\$1,103.07</u>	CR	0350.7000
Capital Projects	510	<u>\$8,032.85</u>	CR	0160.7000
Conservation Trust	211	<u>\$14,168.20</u>	CR	0060.7000
Library	212	<u>\$3,693.64</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$61.58</u>	CR	0280.7000
Health & Welfare	720	<u>\$283,868.01</u>	CR	0080.7000
Senior Citizens	215	<u>\$897.71</u>	CR	0170.7000
Internal Service Fund	710	<u>\$534.53</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>\$305.00</u>	CR	0320.7000
PSC - JAIL	210	<u>\$23,006.40</u>	CR	0072.7000
Human Sevices	220	<u>\$4,853.10</u>	CR	0030.7100
Public Health	250	<u>\$9,597.40</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$11,887.96</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>\$776.10</u>	CR	0167.7000
Sunset Meadows II	920	<u>\$28,497.64</u>	CR	0169.7000
Sunset Meadows II Security	920	<u>\$51.06</u>	CR	0171.7000
Museum	229	<u> </u>	CR	0310.7000
ACET	275	<u>\$90.00</u>	CR	0040.7000
Shadow Mountain LID	530	<u> </u>	CR	0110.7000
MC Local Marketing District	231	<u>\$13,602.00</u>	CR	0050.7000
To Fund				
Warrant		<u>\$843,300.76</u>	DR	

Adopted this _____ day of _____ 2022

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2022 - May 31, 2023**

1. THIS CONTRACT, made this _____ day of _____, 2022, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Dr. Katherine Gibbs dba Dr. Gibbs, LLC, P.O. Box 880066, Steamboat Springs, CO 80488**, hereinafter called "Contractor."
2. This contract will be **effective from June 1, 2022 until May 31, 2023** regardless the date of execution.
3. County agrees to purchase and Contractor agrees to **provide Mental Health Services** to eligible youth and families 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 Service Plan, which are incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at following rates:
 - a. Individual Counseling: \$125.00/hour
 - b. Family Counseling: \$125.00/hour
 - c. Parent-Child Interactional: \$125.00/hour
 - d. Travel Fee for Appointment in Craig Office: \$15.00/event
 - e. Court Testimony, authorized preparation time and report writing: \$150.00/hour
 - f. If a client/family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts County the same day as missed appointment, the County will pay the negotiated rate of service for three (3) times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement **shall not exceed FIFTEEN THOUSAND DOLLARS AND NO/100 CENTS (\$15,000.00)**. 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 as 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 reimbursements 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 Workers' Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on 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 the Contractor under this contract shall be subcontracted or otherwise delegated.

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for 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's 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 Paragraph 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 9 (e) and (f).
7. County agrees:
 - a. To determine child eligibility.
 - b. To provide Contractor with authorization regarding eligibility for a child or a family as the basis for services to be purchased.
 - c. To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
 - d. To monitor the provision of contracted service.
 - e. To pay Contractor after timely receipt of billing statements according to Paragraph 9 (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/Consultant is legally present in the United States. If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
 - a. Contractor/Consultant shall not:
 - i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - ii. Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

- b. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
 - c. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
 - d. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
 - i. Notify the subcontractor and the County within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with subcontractor if within three (3) days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - e. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
 - f. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.
 - g. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the County terminates the Contract for such breach.
9. 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 services to be purchased, and/or to meet applicable State Department of Human Services qualifications 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 two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
 - g. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and law of the United States and State of Colorado.

- h. To provide County with reports on the provision of service 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. Every session that is billed for must have a thorough treatment note. Treatment notes must be different for each session.
- i. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance: In accordance with §§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, Employers' Liability and Unemployment Insurance and Professional Liability Insurance is required. Certificate(s) of insurance shall be delivered to Moffat County at the time originals of this Contract, executed by the Contractor, are 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.

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2022 - May 31, 2023**

1. THIS CONTRACT, made this _____ day of _____, 2022, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Ariel Clinical Services, 2938 North Avenue, Suite G, Grand Junction, CO 81504**, hereinafter called "Contractor."
2. This Contract will be **effective from June 1, 2022 until May 31, 2023**, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to **provide Mental Health Services** to eligible youth and families 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 Service Plan, which are incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at following rates:
 - a. Individual Counseling: \$105.00/hour
 - b. Family Counseling: \$105.00
 - c. Court Testimony, authorized preparation time and report writing: \$85.00/hour
 - d. If a client/family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts County the same day as missed appointment, the County will pay the negotiated rate of service for three times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement shall not exceed **FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$5,000,00)**. 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 independent contractor and not as an employee. Contractor affirms that it has or will secure as 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 reimbursements 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 Workers' Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on 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 the Contractor under this Contract shall be subcontracted or otherwise delegated.

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for 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's 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 Paragraph 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 9 (e) and (f).

7. County agrees:
 - a. To determine child eligibility.
 - b. To provide Contractor with authorization regarding eligibility for a child or a family as the basis for services to be purchased.
 - c. To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
 - d. To monitor the provision of contracted service.
 - e. To pay Contractor after timely receipt of billing statements according to Paragraph 9 (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 (2) months prior.

8. Contractor/Consultant is legally present in the United States. If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens-Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
 - a. Contractor/Consultant shall not:
 - i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - ii. Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - b. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
 - c. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
 - d. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
 - i. Notify the subcontractor and the County within three (3) days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

- ii. Terminate the subcontract with subcontractor if within three (3) days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- e. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
- f. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.
- g. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the County terminates the Contract for such breach.

9. 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 services to be purchased, and/or to meet applicable State Department of Human Services qualifications 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 two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and law of the United States and State of Colorado.
- h. To provide County with reports on the provision of service 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. Every session that is billed for must have a thorough treatment note. Treatment notes must be different for each session.
- i. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to

which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.

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

i. Workers' Compensation & Employers' Liability and Unemployment Insurance: In accordance with §§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, Employers' Liability and Unemployment Insurance and Professional Liability Insurance is required. Certificate(s) of insurance shall be delivered to Moffat County at the time originals of this Contract, executed by the Contractor, are 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.

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

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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

Tia Murry, Director

Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Donald Broom, Chairperson

Date

CONTRACTOR

Rebecca a Hobart

Rebecca Hobart, Authorized Representative
Ariel Clinical Services

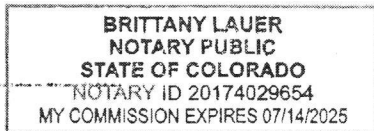
5/31/2022

Date

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

Subscribed and affirmed to before me this 31st day of May, 2022, by Rebecca Hobart,
Independent Contractor.

Witness my hand and seal.



Brittany Lauer
Notary Public

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2022 - May 31, 2023**

1. THIS CONTRACT, made this _____ day of _____, 2022, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Jacquelyn S. Adams, d/b/a Healthy Mind, LLC, 1280 East Industrial Avenue, Suite 101, Craig, CO 81625**, hereinafter called "Contractor."
2. This Contract will be effective from **June 1, 2022 until May 31, 2023**, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Services** to eligible youth and families 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 Service Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at following rates:
 - a. Individual Counseling: \$100.00/hour and \$50.00/half hour
 - b. Group Therapy: \$35.00/event
 - c. Family Counseling: \$105.00
 - d. Mental Health Assessment: \$90.00/hour
 - e. Therapeutic Aid: \$50.00/hour
 - f. EMDR Therapy: \$110.00/hour
 - g. Court Testimony, authorized preparation time and report writing: \$90.00/hour
 - h. Coaching: \$30.00/hour
 - i. If a client/family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts County the same day as missed appointment, the County will pay the negotiated rate of service for three times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement shall not exceed **SIXTY-FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$65,000,00)**. 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 as 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 reimbursements 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 Workers' Compensation Benefits or any other benefit**

of employment with County. Further, Contractor is obligated to pay federal and state income tax on 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 the Contractor under this Contract shall be subcontracted or otherwise delegated.

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for 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's 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 Paragraph 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 9 (e) and (f).
7. County agrees:
 - a. To determine child eligibility.
 - b. To provide Contractor with authorization regarding eligibility for a child or a family as the basis for services to be purchased.
 - c. To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
 - d. To monitor the provision of contracted service.
 - e. To pay Contractor after timely receipt of billing statements according to Paragraph 9 (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/Consultant is legally present in the United States. If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens-Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
 - a. Contractor/Consultant shall not:
 - i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or

- ii. Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - b. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
 - c. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
 - d. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
 - i. Notify the subcontractor and the County within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - e. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
 - f. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.
 - g. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the County terminates the Contract for such breach.
9. 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 services to be purchased, and/or to meet applicable State Department of Human Services qualifications 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 two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.

- g. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and law of the United States and State of Colorado.
- h. To provide County with reports on the provision of service 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. Every session that is billed for must have a thorough treatment note. Treatment notes must be different for each session.
- i. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance: In accordance with §§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, Employers' Liability and Unemployment Insurance and Professional Liability Insurance is required. Certificate(s) of insurance shall be delivered to Moffat County at the time originals of this Contract, executed by the Contractor, are 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)

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2022 - May 31, 2023**

1. THIS CONTRACT, made this 14th day of June, 2022, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Connections 4 Kids, 601 Yampa Avenue, Craig, CO 81625**, hereinafter called "Contractor."
2. This Contract will be effective from **June 1, 2022 until May 31, 2023**, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Love and Logic Early Childhood Program** instruction to eligible youth and families 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 Service Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at following rates:
 - a. Love & Logic Facilitator: 20 hours @ \$20.00/hour, or up to \$400.00 for the duration of the class.
 - b. Child Care for 3 Providers: 12 hours @ \$15.00/hour x3, or up to \$540.00 for the duration of the class.
 - c. Participant Manuals: 20 manuals @ \$9.00/each, or, up to \$180.00 for the duration of the class.
 - d. Food for Participants: 6 classes @ \$125.00/class, or up to \$750.00 for the duration of the class.

The amount to be expended pursuant to this Agreement shall not exceed **One Thousand Eight Hundred Seventy Dollars and no/100 cents (\$1,870.00)**. 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 independent contractor and not as an employee. Contractor affirms that it has or will secure as 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 reimbursements 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 Workers' Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on 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 the Contractor under this Contract shall be subcontracted or otherwise delegated.

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for 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's 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 Paragraph 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 9 (e) and (f).
7. County agrees:
 - a. To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
 - b. To monitor the provision of contracted service.
 - c. To pay Contractor after timely receipt of billing statements according to Paragraph 9 (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/Consultant is legally present in the United States. If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens-Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
 - a. Contractor/Consultant shall not:
 - i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - ii. Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - b. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.

- c. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
 - d. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
 - i. Notify the subcontractor and the County within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - e. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
 - f. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.
 - g. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the County terminates the Contract for such breach.
9. Contractor agrees:
- a. Not to assign any provision of this Contract to a subcontractor.
 - b. To accept at least one active County client into the class scheduled for the time span of this Contract.
 - c. Not to charge clients any fees related to services provided under this Contract.
 - d. To hold the necessary license(s) which permits the performance of the services to be purchased, and/or to meet applicable State Department of Human Services qualifications requirements.
 - e. 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.
 - f. To provide the service described herein at cost not greater than that charged to other persons in the same community.
 - g. 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 two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
 - h. To provide County with reports on the provision of service as follows:
 - i. Submit monthly reports that track attendance of each class that month.

- ii. As proof of purchase, submit copies of invoices for participant manuals and food for participants.
- i. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and law of the United States and State of Colorado.
- j. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- k. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
- l. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

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

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, Employers' Liability and Unemployment Insurance and Professional Liability Insurance is required. Certificate(s) of insurance shall be delivered to Moffat County at the time originals of this Contract, executed by the Contractor, are 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.

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

**PURCHASE OF SERVICE CONTRACT
COLORADO WORKS PROGRAM**

Prather Productions

January 1, 2022 – June 30, 2022

1. THIS CONTRACT, made this 9th day of June, 2022, by and between the Moffat County Department of Human Services, hereinafter called “County” and **Prather Productions**, Box 415, Craig, CO 81626, hereinafter called “Contractor.”
2. This contract will be effective from **January 1, 2022**, until **June 30, 2022**, and may be extended through December 31, 2022, dependent upon grant funding and mutual agreement by the County and Contractor.
3. County agrees to purchase and Contractor agrees to provide **Life Skills Services** pursuant to this Contract as specified below and shall not exceed **Fifteen Thousand Two Hundred Dollars (\$15,200.00)** through **December 2022** (Exhibit G), specific to the eligible population as listed below. Similar contractual services provided to other populations or referred by other agencies and programs to the Contractor may not be billed under this Contract.
4. Purposes:
 - Provide one-on-one support to assist individuals in identifying missing life skills that impact their ability to achieve long-term self-sufficiency
 - Assist individuals in developing a plan and identify resources and tools to address and overcome challenges as identified.
 - Promoting healthy relationship and financial outcomes, enabling individuals to enrich the lives of their family and reduce or eliminate utilization of public assistance programs.
5. Scope of Work:
 - What
 - Provide to approximately 10 families individual sessions to identify and resolve challenges and behaviors that sabotage individual’s ability to become self-supporting and stabilize healthy family units.
 - Why
 - Increase independence and opportunities while strengthening family structures.
 - Who
 - TANF eligible populations including those at or below \$75,000 annual income.
 - Target population
 - Individuals with long-term program participation and those who declare or demonstrate an inability to attain and/or maintain self-sufficiency
 - Eligibility criteria
 - Current participants of Colorado Works Basic Cash Assistance having met all eligibility criteria.
 - Non-Colorado Works recipients who attest (Exhibit F) they are citizens or legal residents with dependent children and at or below \$75,000 annual income, including people who transition out of the Colorado Works Basic Cash Assistance program. Survey will be retained by the County.

- How/When/Where
 - Individualized Class Plans (Exhibit C) will be established between the provider and participant following the initial assessment, utilizing the participant's initial Colorado Works Stepping Stones to Success (Exhibit A) and My Employment Plan Roadmap (Exhibit B) as available and appropriate.
 - Life skill activities identified by the assessments and outlined on the action plans in these areas: Family Stability, Well-Being, Financial Health and Legal, Education/Training, Employment, and Career Pathway. Specific activities may include, but are not limited to referrals to parenting classes, support for building healthy and sustainable relationships, budgeting assistance and training, establishing routines/schedules, nutrition (meal planning shopping list, meal preparation).
 - Life Skills Services at a cost of \$80 per hour of service
 - No-shows: No-shows are defined as not notifying the Contractor that s/he will not attend an appointment prior to 7 am the day of the appointment. After 2 "no shows" Participant, case manager and contractor shall meet to decide whether to continue and make new commitments. After 4 "no shows," the same group will convene again to reconsider next steps, likely resulting in the participant's termination from the Contractor's program. Report writing at \$80.00 per hour.
 - Class planning at \$80.00 per hour
 - The County will reimburse \$80.00 each for no-show appointments, up to 6 occurrences
 - Based upon the participants' need and availability, sessions may be provided at the individual's home, the County Department of Human Services, or another appropriate location.
 - Individuals will have the opportunity to explore and identify challenges they are experiencing that prevent sustained self-support and reoccurring crises.
 - Therapeutic tools, resources, and hands on support through direct service and referral will be offered to assist individuals in establishing and reaching goals for self-support. The vendor will send requests for these supports to the county for approval.
- TANF Purpose-Define which of the 4 purposes of TANF is being met (one or more)
 - Serving needy families so that children may be cared for in their own home
 - Promoting job preparation, work, and marriage

6. Outcomes and Measurements

- Each family has an Individualized Action Plan in their file.
- All families will make progress monthly on the goals identified on their Stepping Stones Assessment (Exhibit A). Each family served will increase on at least one Stepping Stones to Success area quarterly, moving up the Stepping Stones to Success scale. The vendor will document progress towards that motion monthly.
 - This will be measured at initial referral, monthly, and annually or at the end of the contract term using Stepping Stones to Success tool.
 - Participants referred will complete the initial assessment through the County. Colorado Works participants will be re-assessed by the County and non-Colorado Works by the Contractor based upon the referenced schedule. A copy of the completed assessments will be shared between the County and Contractor.
- More than 25% of families served will receive fewer public benefits one year from date of referral. The County will determine this by reviewing the SNAP, Medicaid, LEAP,

Colorado Works, and other benefits received in the month they were referred to the vendor and one year later.

7. County agrees:
 - a. To determine eligibility.
 - b. To provide Contractor with authorization regarding eligibility as the basis for services to be purchased.
 - c. To provide Contractor with a signed release of information (Exhibit H)
 - d. To provide Contractor with referral information including name and address of family, and educational information as appropriate to the referral.
 - e. To provide Contractor with a copy of the Stepping Stones to Success and My Employment Plan Roadmap for each referral and re-assessments and charting of progress
 - f. Make available additional referrals, support, and services to participants when a need is identified and appropriate as outlined in the County Policy, and funding is available.
 - g. Review monthly reports received to evaluate:
 - i. Did each family receive services?
 - ii. Do the services and skills taught match with one on their Stepping Stones to Success goals?
 - h. To provide office space for meetings at no charge with a minimum of 2 weeks advance notice.
 - i. To monitor the provision of contracted service.
 - j. To pay Contractor after timely receipt of billing statements according to paragraph 9 for services rendered satisfactorily and in accordance with this Contract. Due to county payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Billing and Payment- Invoice due date by the 7th of each month; reimburse allowable expenditure and no prepayments.
9. Contractor is an independent contractor and shall not be deemed to be an employee of the County for any purpose. Contractor shall provide all materials necessary to perform all services to be provided as described herein. The Contractor is expected to perform the duties at its own expense, receiving no additional reimbursements for expenses without prior approval from the County (i.e. computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.). In addition, the Contractor is responsible for all employment expenses of its employees, including tax withholding, worker's compensation, unemployment, retirement, health insurance and other related costs.
10. 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 were authorized by County as described in Paragraph's 3 and 5 and billed by Contractor according to Paragraph's 7 (i), 8, and 9.

11. **ILLEGAL ALIEN**: If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or County Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
 - A. Contractor/Consultant shall not:
 1. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 2. Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - B. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or County Program.
 - C. Contractor/Consultant shall not use either the E-Verify Program or County Program to undertake pre-employment screening of job applicants while this Contract is in effect.
 - D. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
 1. Notify the subcontractor and the County within three (3) days that Contractor / Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - E. Contractor/Consultant shall comply with any reasonable request by the County of Labor and Employment made in the course of an investigation that the County is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
 - F. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.
 - G. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the County terminates the Contract for such breach.
12. Contractor agrees:
 - A. Not to assign any provision of this Contract to a subcontractor.
 - B. Not to charge participants any fees related to services provided under this Contract.

- C. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
- D. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- E. To provide the service described herein at cost not greater than that charged to other persons in the same community.
- F. To submit a billing statement by the 7th working day of the month following provision of service. Failure to do so may result in nonpayment.
- G. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and laws of the United States and State of Colorado.
- H. To provide County with reports on the provision of service as follows:
 - Within two (2) weeks of enrollment/participation, a Class Plan for the family with specific objectives and target dates must be provided to the County. The Contractors Class Plan must support the Roadmap to Success.
 - Notify the County within 2 business days of any missed appointments or individual's refusal to participate.
 - On or before the 7th of each month provide the County with the Monthly Activity Summary (Exhibit D) and Invoice (Exhibit E) and individual reports to include days/hours participating in an activity, progress, and barriers in achieving provisions of the plan. Submit all initial, monthly, and annual (or term-end) Stepping Stones to Success for all families served in the previous month.
 - When the participant does not move up the scale in one or more of the focus areas, the Vendor will provide documentation of what progress was made towards advancing up the scale.
 - Together, the County and Contractor will evaluate to determine ongoing services and terminate as appropriate.
- I. To provide any duly authorized representative of the Department or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- J. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.
- K. They have the knowledge, experience, and expertise to provide the services listed.
- L. To provide for and include supplies, travel, training, or other expenses in the rates listed above, and not to bill the County in excess of the hourly rates.
- M. **Insurance.** At all times during the term of this Agreement, Contractor shall maintain the following insurance in the minimum coverage limits specified:

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

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 Agreement, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance and Professional Liability Insurance is required. Certificate(s) of insurance shall be delivered to Moffat County at the time originals of this Agreement, executed by the Contractor, are 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.

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

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES

CONTRACTOR

Tia Murry, Director

Diane Prather, Prather Productions

DATE: _____

DATE: _____

MOFFAT COUNTY BOARD OF HUMAN SERVICES
and the
MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Donald Broom, Chairperson

DATE: _____



MEMORANDUM OF UNDERSTANDING

The State of Colorado Department of Early Childhood and the Board of County Commissioners or other elected governing body of **Moffat** County, Colorado.

This Memorandum of Understanding (MOU) is made on this 1st day of July 2022 between the State of Colorado Department of Early Childhood (CDEC) and the Board of the County Commissioners or other elected governing body of **Moffat** County (the “County”).

CDEC is the sole state agency with the responsibility to administer or supervise the administration of the Colorado Child Care Assistance Program as outlined in CRS §§ 26.5-1-106 and CRS §§ 26.5-4-104.

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal “Personal Responsibility and Work Opportunity Reconciliation Act of 1996” thereby adopting the Colorado Child Care Assistance Program (“Child Care Program”); referred to as the “Program” for the purposes of this MOU.

CRS §§ 26.5-4-115 requires CDEC, and each County, either acting singly or as a group of Counties, to enter into an annual performance contract that includes but is not limited to, requirements and provisions that address each party’s duties and responsibilities to work in a collaborative manner to administer, financially support, and implement the Child Care Assistance Program using fair and objective criteria.

CDEC and the County understand and agree that the services and assistance outlined in this MOU are subject to available appropriations by the General Assembly, and the County. Neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDEC and the County:

1. MOU MEETS PERFORMANCE CONTRACT REQUIREMENT

The parties agree that the provisions of this MOU constitute compliance with CRS §§ 26.5-4-115.

2. TERM

The term of this MOU will be from July 1, 2022, through June 30, 2025. This MOU shall be reaffirmed annually through an amendment that shall be signed by all applicable parties.

3. REQUIRED DUTIES OF THE COUNTY

- a. The County will administer and implement the Child Care Program using fair and

objective criteria, and in compliance with Federal law, State Statute, and applicable program regulations in 9 CCR 2503-8, 9 CCR 2503-9, 9 CCR 2501-1, and 11 CCR 2508-1.

- b. The County will not restrict eligibility or the provisions of services, nor will it impose penalties that are inconsistent with State Statute or Federal law and applicable program regulations, including the process and penalties outlined in 9 CCR 2503-8, and 9 CCR 2503-9.
- c. The County will maintain sufficient records and will permit CDEC or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDEC as specified in CRS §§ 6-17-100 and CRS §§ 26.5-4-118. The County must also continue to report to CDEC in accordance with the Code of Federal Regulations (CFR), title 45 of the Public Welfare Code, parts 98 AND 99, and State regulations, to include 9 CCR 2503-8, 9 CCR 2503-9, 9 CCR 2501-1, and 11 CCR 2508-1, and must report to CDEC in the future, as required by law. In addition, counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.
- d. As specified by Program regulations and State statutes, counties shall have flexibility in determining the approaches needed to achieve federal and state requirements. The County agrees to provide CDEC with its adopted policies and any updated written information when, or if, changes to these policies are made in the Program. The County agrees to provide the information and policies as outlined in 9 CCR 2503-9 to CDEC prior to adopting the aforementioned policies and to update their Child Care Program County Plan when changes impact the administration of the Program.
- e. Outside of what is required by statute or rule, the parties agree that information and policies provided by the County to CDEC, as described in paragraph (d) herein, are for informational purposes and are provided to assist CDEC in meeting its responsibilities, with respect to the Child Care Program. Nothing in this MOU gives CDEC the authority to require any county policies beyond what is required by statute, Program regulations, or the Child Care Program County Plan. The County acknowledges that CDEC has the right to review, comment upon, approve, or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.
- f. The County will utilize the technical assistance, training, and reporting or tracking resources offered by CDEC in order to administer the Program and will meet performance measures.
- g. The County will participate in formal vetting processes with CDEC through the Rule Advisory Committee (RAC) to review, draft and recommend policies or rule changes that would have a positive impact on performance measures and meet federal guidelines.
- h. The County will meet timely processing requirements as outlined in 9 CCR 2503-9.

- i. The County will meet established accuracy requirements that ensure compliance with the Code of Federal Regulations (CFR), title 45 of the Public Welfare Code, part 98, subpart K - Error Reporting and the Federal Child Care Improper Payment Data Collection Instructions (DCI).

The parties acknowledge that the performance measures of timeliness and accuracy are, as of the signing of this MOU, the only mandated performance goals. The County's agreement to meet the performance measures is relevant to CDEC's anticipation that CDEC will, in turn, be able to meet the performance measures required by Federal guidelines.

4. DUTIES OF CDEC

- a. In consultation with the Counties, CDEC will oversee the implementation of the Child Care Program, statewide, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.
- b. CDEC will monitor the County's provision of child care services and, if necessary, perform the duties outlined in CRS §§ 26.5 Article 4, Part 1.
- c. CDEC exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Child Care Automated Tracking System (CHATS) and its application relative to the Child Care Program. Because the State Child Care Automated Tracking System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be penalized or required to follow a remediation plan for erroneous decisions made by the State Child Care Automated Tracking System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of the amount of benefits, erroneous decisions resulting in overpayments and subsequent recoveries, and erroneous decisions resulting in underpayments and subsequent supplemental payments of claims.

The State acknowledges that liability to third parties resulting from erroneous, inaccurate, or inadequate State Child Care Automated Tracking System notices to Child Care Program households, is properly the State's liability. CDEC will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph as a State Child Care Automated Tracking System caused error. This provision does not apply to any errors, claims, or issues caused by the County's inaccurate data entry in the system, the County's failure to follow clear, reasonable, and lawful instruction, or failure to follow applicable program regulations in 9 CCR 2503-8, 9 CCR 2503-9. This provision does apply to the State Child Care Automated Tracking System training and data entry rules and/or any rules that are part of the State Child Care Automated Tracking System rule engine.

- d. CDEC will formally communicate the established Performance Measures outlining the requirements for timeliness and accuracy via a program memo.
- e. CDEC will use valid data from the State Child Care Automated Tracking System and other

sources, as necessary, to accurately calculate the County's performance measures. Prior to submitting its calculation to the federal government, CDEC will provide the County with the individual data variables and supporting information used in the calculations, so that the County may review the data to ensure the accuracy, validity, and proper calculation of the accuracy rates.

- f. CDEC will develop and provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program and to meet performance measures.
- g. CDEC will conduct formal expeditious collaborative processes with the County to review, draft and recommend policies or rule changes that would have a positive impact on child care services and meet federal and state guidelines.
- h. CDEC will develop and provide training for Child Care Program staff and provide timely and accurate reports on County performance.
- i. The amount identified for a County's level of spending shall be identified annually in the Allocation Agency Letter as required by letter, et seq.

5. JOINT STATE AND COUNTY DUTIES

- a. The State and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to the Federal Improper Payment Error Rate.
- b. As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federal and state performance requirements.
- c. The State and the Counties will work together to ensure that the information entered and reported in the State Child Care Automated Tracking System and the Colorado Benefits Management System (for the purposes of data matching and Colorado Works Child Care cases) are as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the applicable state systems.

6. REMEDIATION PLANS

- a. The County, in consultation with CDEC, may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:
 - i. Spending federal or state Child Care Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
 - ii. Failing to meet the established performance measures;

- iii. Restricting eligibility or the provision of services, or imposing penalties in a manner inconsistent with a federally compliant state law and state plan, and applicable program regulation;
- iv. Failing to meet timely processing requirements or Child Care Program federal improper payment error rate guidelines, in accordance with the federal fiscal year.

7. PENALTIES

- a. According to CRS §§ 26.5-4-115, a county or group of counties may be penalized for not meeting any obligation under this performance contract and may include a reduction in a future county block grant allocation.
- b. Subject to the limitations set forth herein, if CDEC is subject to a federal penalty, and the County's remediation plan was insufficient, CDEC may impose penalties on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:
 - i. Spending federal or state Child Care Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
 - ii. Failing to meet the negotiated performance measures;
 - iii. Restricting eligibility or the provision of services, or imposing penalties in a manner inconsistent with a federally compliant state law and state plan, and applicable program regulation;
 - iv. Failing to meet timely processing requirements or Child Care Program federal improper payment error rate guidelines, in accordance with the federal fiscal year.
- c. A penalty should not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.
- d. The county will not be penalized or required to follow a remediation plan if:
 - i. The County can demonstrate by a preponderance of evidence that CDEC provided inaccurate guidance, training, or data with regards to performance under this MOU; and,
 - ii. That the County's reliance on this information is the proximate cause for the imposed penalties. If the County can only demonstrate that it is the proximate cause for part of the penalty, the County will not be liable for that portion of the penalty.

8. PROCEDURES FOR IMPOSING A REMEDIATION PLAN OR PENALTIES

- a. The process for a penalty or remediation plan against the County or group of Counties by CDEC will be as follows:

- i. CDEC will provide the County with written notice of the County's failure to meet any performance measure outlined in this MOU. This notification will include all associated documentation that supports CDEC's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged performance problem.
 - ii. If the County's remediation plan does not rectify the performance problem, CDEC may determine the appropriate level of penalty. CDEC shall take into consideration as a mitigating factor any violation of a state regulation that exceeds or conflicts the requirements of the federal law. CDEC will provide the County one hundred eighty (180) days written notice of the proposed penalty before imposing any penalty. This notification will include the rationale of imposing the penalty, as well as, all associated documentation, a calculation of the proposed penalty, and an indication of what constitutes a remedy or correction that will allow the County to avert the penalty, if any remedy or correction is possible. Upon receiving such notice, the County has sixty (60) days to contest, explain or offer evidence of mitigating factors, before CDEC imposes the penalty.
 - iii. If a penalty is imposed, the amount cannot be greater than that imposed by the federal government. If CDEC has incurred a penalty due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be penalized for its share of the penalty.
- b. CDEC will provide the County with all documents received from the federal government related to any proposed or imposed federal penalty within twenty (20) days of receipt, together with all CDEC documents related to the actions giving rise to that federal penalty, or that related to the penalty process. If CDEC fails to provide the required documentation within the twenty (20) days, CDEC may not hold the County liable for that penalty.

9. CIRCUMSTANCES FOR CDEC ASSUMING ADMINISTRATION

- a. As outlined in CRS §§ 26.5-4-115 (2), if the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDEC, at its sole discretion, may assume the County's administration and implementation of the Child Care Program.

In that event, CDEC will provide the County with ninety (90) days of written notice before assuming these duties. Upon receipt of such notice, the County shall have the opportunity to contest, explain, offer evidence of mitigating factors, or correct the failure before CDEC assumes the duties.

- b. If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion may ask CDEC to assume the County's administration and implementation of the Child Care Program. CDEC is under no obligation to accept or assume the administration of the Child Care Program.

If CDEC assumes the County's administration and implementation of the Child Care Program, it may retain the unused portion of the allocation that was provided to the

County, as part of the County's block grant for its administration and implementation of the Program, in accordance with the formulas described in CRS §§ 26.5-4-110. CDEC will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS §§ 26.5-4-114.

10. DISCRETIONARY MATTERS

The parties agree that all portions of Part 1 of Article 4 of Title 26.5 that grant discretion to CDEC or the County regarding the administration of the Child Care Program in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

11. SEVERABILITY

To the extent that this MOU is executed, and the performance of the obligations of the parties may be accomplished within the intent of the MOU, the terms of the MOU are severable. Thus, should any term or provision herein be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein. The waiver of any break of term, herein shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.

12. INTEGRATION OF UNDERSTANDING

This MOU is intended as the complete integration of the understanding between the parties concerning the matters negotiated between them and incorporated in this MOU. No prior or contemporaneous addition, deletion, or other amendments hereto shall have any force or effect whatsoever, unless embodied in writing. No subsequent notation, renewal, addition, deletion, or other amendments hereto shall have any force or effect unless embodied in a written amendment executed by the parties.

The parties recognize the nature of the relationship between the County and State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of State Statutes, the State Plan, and Program regulations. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

13. NO THIRD-PARTY BENEFICIARY

This MOU is binding on CDEC, and the County or group of Counties, as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of the MOU are reserved for CDEC and the County or group of Counties to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third party receiving services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

14. DISPUTE RESOLUTION

According to CRS §§ 26.5-4-115, if a disagreement concerning this performance contract arises between the County or group of Counties and the CDEC, either party may request resolution of the disagreement through an independent dispute resolution process that is agreed upon by the

parties. If necessary to assure services are available within the County or group of counties, the Department may enter into a temporary agreement with the County or group of Counties or with another public or private agent until the disagreement is resolved.

DEPARTMENT DIRECTOR,

STATE OF COLORADO DEPARTMENT OF EARLY CHILDHOOD

Executive Director or Designee

COUNTY OF _____ COLORADO,

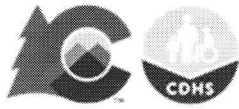
by and through the BOARD OF COUNTY COMMISSIONERS

Chairman

ATTEST:

County Clerk to the Board

Date: _____



MEMORANDUM OF UNDERSTANDING

The State of Colorado Department of Human Services and the Board of County Commissioners or other elected governing body of Moffat County, Colorado.

This Memorandum of Understanding (MOU) is made this 1st day of July, 2022 between the State of Colorado Department of Human Services (CDHS) and the Board of the County Commissioners or other elected governing body of Moffat County, Colorado (the “County”).

CDHS is the sole state agency with the responsibility to administer or supervise the administration of the human services programs listed in CRS 26-1-201.

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal “Personal Responsibility and Work Opportunity Reconciliation Act of 1996” thereby adopting the Colorado Works Program (“Works Program”) for the purposes of this MOU.

CRS 26-2-715 requires CDHS, and the County to enter into an annual performance contract that explains the County’s duties and responsibilities in implementing the Works Program.

CDHS and the County understand and agree that the services and assistance outlined in this MOU are subject to available appropriations by the General Assembly, and the County. Neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDHS and the County:

1) MOU MEETS PERFORMANCE CONTRACT REQUIREMENT

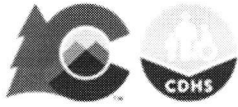
- a) The parties agree that the provisions of this MOU constitute compliance with CRS 26-2-715.

2) TERM

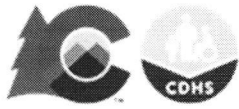
- a) The term of this MOU will be from July 1, 2022 through June 30, 2025. This MOU shall be reaffirmed annually through an amendment signed by both parties.

3) REQUIRED DUTIES OF THE COUNTY

- a) The County will administer and implement the Works Program using fair and objective criteria, and in compliance with federal law, State Statute, and applicable program policy in 9 CCR 2503-6 (Works Program).
- b) The County will not reduce the basic assistance grant administered according to CRS 26-2-709, except as otherwise outlined in 9 CCR 2503-6.
- c) The County will not restrict eligibility or the provisions of services, nor will it impose sanctions that are inconsistent with State Statute or Federal law and applicable program policy, including the process and sanctions outlined in 9 CCR 2503-6.



- d) For the term of this MOU, the County's negotiated Work Participation Rate (WPR) will be held accountable only to the adjusted WPR, after the caseload reduction credit is applied, with the elimination and removal of the Two-Parent rate. The County's agreement to meet the federally required participation rate is relevant to CDHS's anticipation that CDHS will, in turn, be able to meet any work participation rates imposed by the federal government.
- e) The parties acknowledge that the WPR is, as of the signing of this MOU, the only federally mandated performance goal identified specifically in CRS 26-2- 712 (4). The parties also acknowledge that in an effort to help individuals prepare for and enter the workforce, they are encouraged to adopt employment focused measures, as outlined under "OPTIONAL OUTCOME MEASURES" below.
- f) The County will maintain sufficient records, and will permit CDHS or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDHS as specified in CRS 26-2-717 for the Colorado Works Program. The County must also continue to report to CDHS as currently required by CRS 26-2-716 and 717 for the Colorado Works Program and must report to CDHS as required by law. In addition, Counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.
- g) As specified by rule and state statute, counties shall have flexibility in determining the approaches needed to achieve federal and State requirements. The County agrees to provide CDHS with its adopted policies and any updated written information when, or if, changes to these policies are made in these Programs. The County agrees to provide the information and policies specified in paragraph (h) herein, to CDHS for review and approval prior to adopting aforementioned policies.
- h) Outside of what is required by statute or rule, the parties agree that information and policies provided by the County to CDHS, as described in paragraph (g) herein, are for informational purposes and are provided to assist CDHS in meeting its responsibilities, with respect to the Colorado Works Programs. Nothing in this MOU gives CDHS the authority to require any County policies beyond what is required by statute or rule. The County acknowledges CDHS's right to review, comment upon or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.
- i) The County will utilize the technical assistance, training and reporting or tracking resources offered by CDHS in order to administer the Programs, including those that support the four purposes of Temporary Assistance to Needy Families (TANF) and will meet the WPR.
- j) The County will participate in formal expeditious vetting processes with CDHS to review, draft and recommend policies or rule changes that would have a positive impact on WPR and meet federal guidelines.



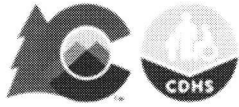
- k) In order to maximize the caseload reduction credit for the State, the County will actively identify and report third party Maintenance of Effort (MOE) contributions, in accordance with the timelines and guidelines established by CDHS.

4) OPTIONAL OUTCOME MEASURES

- a) Counties may submit a proposal as an attachment to this MOU, describing additional employment focused performance measures, specific to employment. Such proposals may be submitted either at the time of execution or at any time during the period of this MOU. The proposal is limited to issues regarding the pursuit of programs, strategies, and associated evaluation plans that focus on improving employment outcomes and contribute to the evidence base for effective programs. In addition, terms and conditions will require either interim targets for each performance measure or a framework for how interim goals will be set after the baseline measures are established. The terms and conditions will establish a review process for programs, strategies and metrics designed to achieve optimal outcomes.
- b) Upon approval of the proposal by CDHS, the County or region will be subject to the performance measures, interim goals, and other conditions set forth in the MOU addendum, and negotiated WPR that consider employment focused outcome measures and anticipated statewide case-load credit reductions.

5) DUTIES OF CDHS

- a) In consultation with the Counties, CDHS will oversee the statewide implementation of the Works Program, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.
- b) CDHS will monitor the County's provision of basic assistance grants and, if necessary, perform the duties outlined in CRS 26-2-712 (5).
- c) CDHS exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Benefit System and its application relative to the Works Program. Because the State Benefit System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be sanctioned or required to follow a remediation plan for erroneous decisions made by the State Benefit System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of amount of benefits, erroneous decisions resulting in overpayments and subsequent claims, and erroneous decisions resulting in underpayments and subsequent supplemental payments of restorative benefits.
 - i. The State acknowledges that liability to third parties resulting from erroneous, inaccurate or inadequate State Benefits System notices to Works Program households, is properly the State's liability. CDHS will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph as a State Benefit System caused error. This provision does not apply to any errors, claims or issues caused by the County's inaccurate data entry in the system, the County's failure to follow clear, reasonable, and lawful instruction, or failure to follow program rules formally adopted by the State Board of Human

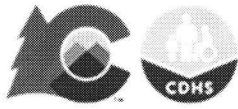


Services. This provision does apply to the State Benefit System training and data entry rules and/or any rules that are part of the State Benefit System rule engine.

- d) CDHS will develop and provide training for Works Program staff, as required by CRS 26-2-712 (7).
- e) CDHS will hold Contracted Agencies with cooperative agreements with the State Department responsible for providing reception and placement services for refugees, accountable to its own WPR and must not include refugees receiving Contracted Agency's services in the County's calculation of the WPR. The Contracted Agency's negotiated WPR will be held accountable only to the adjusted WPR after the case-load reduction credit is applied with the elimination and removal of the Two-Parent rate.
- f) CDHS will use valid data from the State Benefit System and other sources, as necessary, to accurately calculate the County's WPR. Prior to submitting its calculation to the federal government, CDHS will provide the County the individual data variables and supporting information used in the calculations, so that the County may review the data to ensure the accuracy, validity and proper calculation of the WPR.
- g) CDHS will provide technical assistance and available resources to the Counties to help Counties meet WPR and Payment Accuracy Goals.
- h) CDHS will provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program, in support of the four purposes of TANF and to meet WPR.
- i) CDHS will conduct formal expeditious collaborative processes with the County to review, draft and recommend policies or rule changes that would have a positive impact on work participation rate and meet federal guidelines.
- j) In order to maximize the caseload reduction credit for the State, CDHS agrees to actively identify and report third party Maintenance of Effort (MOE) contributions.
- k) The amount identified for a County's level of spending shall be identified annually in the Allocation Agency Letter as required in CRS 26-2-712.

6) JOINT STATE AND COUNTY DUTIES

- a) The State and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to the WPR.
- b) As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federally required performance requirements.
- c) The State and the Counties will work together to ensure that the information entered and reported in the Colorado Benefits Management System is as accurate as possible. The State



shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the systems.

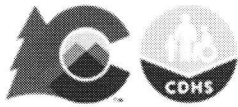
7) REMEDIATION PLANS

The County, in consultation with CDHS may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:

- a) Spending, federal or state, Works Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
- b) Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or failing to meet the negotiated performance measures;
- c) Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan, and applicable program policy.

8) SANCTIONS

- a) Subject to the limitations set forth herein, if CDHS subject to a federal sanction, and the County's remediation plan was insufficient, CDHS may impose sanctions on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:
 - 1. Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or not meeting negotiated performance measures;
 - 2. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan and applicable program policy;
- b) A sanction should not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.
- c) The county will not be sanctioned or required to follow a remediation plan if:
 - 1. the County can demonstrate by a preponderance of evidence that CDHS provided inaccurate guidance, training or data with regards to performance under this MOU; and,
 - 2. that the County's reliance on this information is the proximate cause for the imposed sanctions. If the County can only demonstrate that it is the proximate cause for part of the sanction, the County will not be liable for that portion of the sanction.

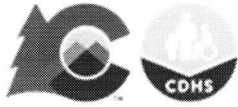


9) PROCEDURES FOR IMPOSING REMEDIATION PLAN OR SANCTIONS

- a) The process for a sanction or remediation plan against the County by CDHS will be as follows:
1. CDHS will provide the County with written notice of the County's failure to meet the performance measures outlined in this MOU. This notification will include all associated documentation that supports CDHS's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged performance problem.
 2. If the County's remediation plan does not rectify the performance problem, CDHS may determine the appropriate level of sanction. CDHS shall take into consideration as a mitigating factor any violation of a state regulation that exceeds or conflicts the requirements of the federal law. CDHS will provide the County one hundred eighty (180) days written notice of the proposed sanction before imposing any sanction. This notification will include the rationale of imposing the sanction, as well as, all associated documentation, a calculation of the proposed sanction, and an indication of what constitutes a remedy or correction that will allow the County to avert the sanction, if any remedy or correction is possible. Upon receiving such notice, the County has sixty (60) days to contest, explain or offer evidence of mitigating factors, sanctions are imposed.
 3. If a sanction is imposed, the amount cannot be greater than that imposed by the federal government. If CDHS has incurred a sanction due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be sanctioned for its share of the sanction.
- b) CDHS will provide the County with all documents received from the federal government related to any proposed or imposed federal sanction within twenty (20) days of receipt, together with all CDHS documents related to the actions giving rise to that federal sanction, or that related to the sanction process. If CDHS fails to provide the required documentation within the twenty (20) days, it may not hold the County liable for that sanction.

10) CIRCUMSTANCES FOR CDHS ASSUMING ADMINISTRATION

- a) If the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDHS may assume the County's administration and implementation of the Works Program.
- i. In that event, CDHS will provide the County ninety (90) days written notice before assuming these duties. Upon receipt of such notice, the County shall have the opportunity to contest, explain, offer evidence of mitigating factors, or to correct the failure before assuming the duties.
- b) If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion, may ask CDHS to assume the County's administration



and implementation of the Works Program. CDHS is under no obligation to accept or assume the administration of the Works Program.

- i. If CDHS assumes the County's administration and implementation of the Works Program, it may retain the unused portion of the allocation that was provided to the County, as part of the County's block grant for its administration and implementation of the Program, in accordance with the formulas described in CRS 26-2-714 for the Colorado Works Program. CDHS will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS 26-2-717 for the Colorado Works Program.

11) DISCRETIONARY MATTERS

The parties agree that all portions of Part 7 or Article 2 of Title 26, C.R.S. for the Colorado Works Program grant discretion to either party regarding the administration of the Works in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

12) SEVERABILITY

To the extent that this MOU is executed, and the performance of the obligations of the parties may be accomplished within the intent of the MOU, the terms of the MOU are severable. Thus, should any term or provision herein be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein. The waiver of any break of term, herein shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.

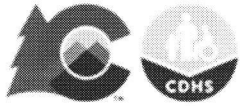
13) INTEGRATION OF UNDERSTANDING

This MOU is intended as the complete integration of the understanding between the parties concerning the matters negotiated between them and incorporated in this MOU. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed by the parties.

The parties recognize the nature of the relationship between the County and State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of State statutes and rules, and for Colorado Works includes, lawful rules promulgated by the State Board of Human Services. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

14) NO THIRD-PARTY BENEFICIARY

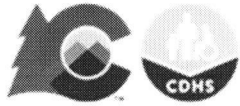
This MOU is binding on CDHS and the County as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of the MOU are reserved for CDHS and the County, to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third-party receiving services or benefits under the provisions of this MOU is deemed an incidental beneficiary.



15) DISPUTE RESOLUTION

- a) Prior to the execution of this document, if CDHS or the County are unable to reach agreement concerning the inclusion of, or wording of, provisions of the MOU that apply to the Colorado Works Program, either CDHS or the County may refer the dispute to the State Board of Human Services for resolution pursuant to the provisions of CRS 26-2-715 (3).
- b) Subsequent to the execution of this document, CDHS and the Counties will work in good faith to resolve a dispute arising from any provision of this executed MOU as applied to the Colorado Works program. If the parties are unable to resolve such dispute, any of the following non-binding mediation options are available by agreement of the parties;
 - i. Mediation by the Governor or a third party of the Governor's choosing. Such review must be initiated by notice provided to the Governor and other party, by certified mail. Decision by the Governor, or his appointed third-party, in non-binding.
 - ii. Mediation by a dispute resolution panel, to consist of one County designated member, one CDHS designated member, and one member selected by the other two panelists. Each party must pay for its own costs and attorney fees and must share equally in any fees paid to panel members. The panel's decision shall be made by a majority vote of its members and is non-binding.
 - iii. Mediation by the State Board of Human Services. If the State Board is requested to mediate, the provisions of CRS 26-2-715 concerning time limits and final effect of the State Board's decision will not apply. The State Board of Human Services' decision is non-binding.
- c) None of these options will be a jurisdictional prerequisite to legal action by either party.

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COLORADO
Department of Human Services

DEPARTMENT DIRECTOR, MICHELLE BARNES

STATE OF COLORADO DEPARTMENT OF HUMAN SERVICES

Executive Director or Designee

COUNTY OF MOFFAT, COLORADO,
by and through the BOARD OF COUNTY COMMISSIONERS

Donald Broom, Chairman

ATTEST:

County Clerk to the Board

Date: _____

TASK ORDER

<p>State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment Office of Public Health Practice, Planning & Local Partnerships 4300 Cherry Creek Drive South Denver CO 80246</p>	<p>Contractor Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) for the use and benefit of the Moffat County Public Health Agency 221 West Victory Way Suite 130 Craig CO 81625</p>						
<p>Master Task Order Contract Number 23 FAA 00058</p> <p>Task Order Number 2023*0036</p>	<p>Task Order Performance Beginning Date The later of the Task Order Effective Date or July 1, 2022</p>						
<p>Task Order Maximum Amount</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Initial Term</td> <td style="width: 40%;"></td> </tr> <tr> <td style="padding-left: 20px;">State Fiscal Year 2023</td> <td style="text-align: right;">\$164,271.00</td> </tr> <tr> <td style="padding-left: 20px;">Total for All State Fiscal Years</td> <td style="text-align: right;">\$164,271.00</td> </tr> </table>	Initial Term		State Fiscal Year 2023	\$164,271.00	Total for All State Fiscal Years	\$164,271.00	<p>Task Order Expiration Date June 30, 2023</p> <p>Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.</p>
Initial Term							
State Fiscal Year 2023	\$164,271.00						
Total for All State Fiscal Years	\$164,271.00						
<p>Pricing/Funding Price Structure: Fixed Price Contractor Shall Invoice: Quarterly Funding Source: Federal \$15,180.00 State \$149,091.00</p>	<p>Miscellaneous: Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): Enter Program specific</p> <p>Procurement Method: Exempt Solicitation Number (if any): Not Applicable</p>						
<p>State Representative Michele Shimomura Director Administration Division, Office of Public Health Practice, Planning, and Local Partnerships Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Michele.Shimomura@state.co.us</p>	<p>Contractor Representative Kari Ladrow Public Health Director Moffat County Public Health Agency 221 West Victory Way Suite 130 Craig, Colorado 81625 kladrow@moffatcounty.net</p>						
<p>Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A Statement of Work Exhibit B Budget Exhibit C Federal Provisions</p>							
<p>Contract Purpose</p> <p>The district public health agency shall participate in assessment and planning effort at the state, regional, and local level facilitated by the Office of Public Health Practice, Planning, and Local Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health.</p>							

In accordance with §4.B of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (the "SOW"). All terminology used in this Task Order and the SOW shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as "Exhibit B - Statement of Work" and Exhibit C - Budget.

2. PAYMENT

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein in accordance with the requirements of the SOW and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the SOW prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p align="center">CONTRACTOR</p> <p>Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) for the use and benefit of the Moffat County Public Health Agency</p> <p>_____</p> <p align="center">By: Signature</p> <p>FULL NAME</p> <p>_____</p> <p align="center">Name of Person Signing for Contractor</p> <p>TITLE</p> <p>_____</p> <p align="center">Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO</p> <p align="center">Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>_____</p> <p align="center">By: Signature</p> <p>_____</p> <p align="center">Name of Executive Director Delegate</p> <p>_____</p> <p align="center">Title of Executive Director Delegate</p> <p>Date: _____</p>
<p align="center">In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>_____</p> <p align="center">By: Signature</p> <p>_____</p> <p align="center">Name of State Controller Delegate</p> <p>_____</p> <p align="center">Title of State Controller Delegate</p> <p>Effective Date: _____</p>	

--Signature Page End--

STATEMENT OF WORK

To Original Contract Number 2023*0036

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

1. Project Description:

Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment in maintaining a strong public health system. Each local public health agency shall assure the provision of Core Public Health Services, which includes Maternal and Child Health (MCH), within their jurisdiction. The scope of the provision of each Core Public Health Service is determined at the local level, and may differ across agencies based on community needs, priorities, funding and capacity. The Office of Public Health Practice, Planning, and Local Partnerships (OPHP) and the local public health agency are accountable in assuring state moneys are being used effectively to provide Core Public Health Services.

2. Definitions:

- a. CDPHE: Colorado Department of Public Health and Environment
- b. CDS: CYSHCN Data System
- c. CYSHCN: Children and Youth with Special Health Care Needs
- d. HCP: Program for Children and Youth with Special Health Care Needs
- e. MCH: Maternal and Child Health
- f. OPHP: Office of Public Health Practice, Planning, and Local Partnerships

3. Work Plan:

a. Local Core Public Health Services

Goal #1: Strengthen Colorado's public health system by ensuring core public health services are available statewide.	
Objective #1: No later than the expiration of the contract, the contractor shall provide support for Core Public Health Services.	
Primary Activity #1	The Contractor shall provide or assure the provision of Core Public Health Services within their jurisdiction.
Sub-Activities #1	1. The Contractor shall comply with the <i>Core Public Health Services Rule 6 CCR 1014-7</i> . These documents are incorporated and made part of this contract by reference and are available on the following website http://www.sos.state.co.us/CCR/NumericalDeptList.do .
Primary Activity #2	The Contractor shall prepare a report.
Sub-Activities #2	1. The Contractor shall prepare an annual report.

<p>Standards and Requirements</p>	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall participate in assessment and planning efforts at the state, regional and local level facilitated by OPHP. The Contractor shall utilize the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for all activities. These efforts shall assist in defining the core services delivery appropriate to meet local needs and in identifying strategies to improve local health outcomes. This information is located on the CDPHE local public health and environmental resources website https://www.colorado.gov/cdphe-lpha and is incorporated and made part of this contract by reference. 3. The Contractor shall be guided by <i>Colorado Minimum Quality Standards for Public Health Services 6 CCR 1014-9</i>. This document is incorporated and made part of this contract by reference and is available on the following website: http://www.sos.state.co.us/CCR/Welcome.do. 4. The Contractor shall contribute funding for its local health services as determined necessary by the Contractor to meet their local health needs. 5. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided or assured.
<p>Expected Results of Activity(s)</p>	<p>Increase or maintain core public health services within the Contractor's jurisdiction to meet local needs.</p>
<p>Measurement of Expected Results</p>	<ol style="list-style-type: none"> 1. Data provided in the Contractor annual report provides evidence of the services provided or assured through another local public health agency and how these core services are funded. Additional data is provided at the program level to CDPHE.
<p>Deliverables</p>	<ol style="list-style-type: none"> 1. The Contractor shall submit an annual report electronically to the Administrative Manager in a format provided by OPHP.
<p>Completion Date</p> <p>No later than June 15</p>	

B. Maternal and Child Health Services

<p>Goal #1: Promote healthy outcomes for Colorado women, children and youth.</p>	
<p>Objective #1: No later than the expiration of the contract, improve the health and well-being of mothers and children by employing primary prevention and early intervention public health strategies.</p>	
<p>Primary Activity #1</p>	<p>The Contractor shall implement evidence-based strategies to improve maternal and child health, including CYSHCN.</p>
<p>Sub-Activities #1</p>	<ol style="list-style-type: none"> 1. The Contractor shall complete the electronic, CDPHE-provided MCH Planning Form, including identification of one or more selected priority(ies) to be implemented, which may include CHAPS. 2. The Contractor shall implement their CDPHE approved local plan submitted within the agency's MCH Planning Form. 3. The Contractor shall complete the electronic, CDPHE-provided MCH Annual Reporting Form.

<p>Standards and Requirements</p>	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor’s work shall be guided by the OPHP MCH 2023-2027 Planning Guidance for Local Public Health Agencies. This information is located on the MCH website www.mchcolorado.org and incorporated and made part of this contract by reference. 3. The Contractor shall either <ol style="list-style-type: none"> a. participate in the Mid-Year check-in call or b. complete an electronic, CDPHE-provided Mid-Year check-in form 4. CDPHE will provide the electronic program templates for the implementation of work represented in this contract: <ol style="list-style-type: none"> a. MCH Annual Reporting Form, to be provided via email no later than thirty (30) days before the form is due. b. Mid-Year Check-in Form, to be provided via email no later than fourteen (14) days before the form is due. c. MCH Planning Form, to be provided via email no later than sixty (60) days before the form is due. 5. Contractors receiving greater than \$40,000 in MCH Block Grant Funding, shall either <ol style="list-style-type: none"> a. implement HCP, a Program for Children and Youth with Special Health Care Needs, or b. implement another approved CYSHCN activity within their agreed upon jurisdiction. 								
<p>Expected Results of Activity(s)</p>	<p>Maintain or increase the health status and needs of the maternal and child population within the Contractor’s jurisdiction</p>								
<p>Measurement of Expected Results</p>	<p>The expected results will be measured based on selections made to the electronic MCH and HCP Annual Report and Planning Form. All listed expected results may not apply.</p> <ol style="list-style-type: none"> 1. Performance toward MCH objectives (Objective 1) shall be measured through completion of the electronic Mid-Year Check-in Call or Form. 2. Performance toward MCH objectives (Objective 1) shall be measured through completion of the electronic MCH Annual Reporting Form. 								
<p>Deliverables</p>	<table border="1"> <thead> <tr> <th data-bbox="467 1346 1279 1398"></th> <th data-bbox="1279 1346 1572 1398">Completion Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="467 1398 1279 1461">1. The Contractor shall submit the electronic MCH Annual Reporting Form for the previous contract period.</td> <td data-bbox="1279 1398 1572 1461">No later than August 15</td> </tr> <tr> <td data-bbox="467 1461 1279 1587">2. The Contractor shall submit the Mid-Year check-in electronic form. (This deliverable is for contractors who elected to complete the form rather than attend the Mid-Year check-in call, as outlined in Standard and Requirements 4 above.)</td> <td data-bbox="1279 1461 1572 1587">No later than December 30</td> </tr> <tr> <td data-bbox="467 1587 1279 1675">3. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.</td> <td data-bbox="1279 1587 1572 1675">No later than May 31</td> </tr> </tbody> </table>		Completion Date	1. The Contractor shall submit the electronic MCH Annual Reporting Form for the previous contract period.	No later than August 15	2. The Contractor shall submit the Mid-Year check-in electronic form. (This deliverable is for contractors who elected to complete the form rather than attend the Mid-Year check-in call, as outlined in Standard and Requirements 4 above.)	No later than December 30	3. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.	No later than May 31
	Completion Date								
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4. Monitoring:

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Public Health Practice, Planning, and Local Partnerships’s Contract Monitor:

Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

5. Resolution of Non-Compliance:

The Contractor will be notified in writing within seven (7) calendar days of discovery of a compliance issue. Within thirty (30) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the time line, the Contractor must email a request to the Contract Monitor in the Office of Public Health Practice, Planning, and Local Partnerships and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

BUDGET

I. **Entity Name:** Moffat County Public Health Agency

II. **Budget:**

Quarter	Local Planning and Support Amount	Maternal Child Health Amount	TOTAL Payment
July 1 through September 30	\$37,273.00	\$3,795.00	\$41,068.00
October 1 through December 31	\$37,273.00	\$3,795.00	\$41,068.00
January 1 through March 31	\$37,273.00	\$3,795.00	\$41,068.00
April 1 through June 30	\$37,273.00	\$3,795.00	\$41,068.00
Total	\$149,091.00	\$15,180.00.00	\$164,271.00

Federal Provisions - Maternal and Child Health Services

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) Federal Award Identification

- a. Subrecipient: Moffat County Public Health Agency
- b. Subrecipient DUNS number: 76441807
- c. The Federal Award Identification Number (FAIN) is B0445202.
- d. The Federal award date is **10/13/2021**.
- e. The subaward period of performance start date is **07/01/2022** and end date is **06/30/2023**.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
10/1/2021 - 9/30/2023	\$1,285,834.00	\$1,285,834.00

- g. Federal award title of project or program: **Maternal and Child Health Services**.
 - h. The name of the Federal awarding agency is: **Department of Health and Human Services** and the contact information for the awarding official is Debra Wagler dwagler@hrsa.gov; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Rachel Hutson, Project Director.
 - i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.994** and the grant name is **Maternal and Child Health Services Block Grant to the States**.
 - j. This award **is not** for research & development.
 - k. Subrecipient **is not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
 - l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.
- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.
 - 3) Any additional requirements that CDPHE imposes on the Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
 - 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.

- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
 - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States");
 - d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
 - e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
 - f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
 - g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
 1. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
 2. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246. "Equal Employment Opportunity: (30

FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
 - k. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 - l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
 - m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
 - n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
 - o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
- 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.
- 16) **Close-Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

- 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

STATEMENT OF WORK

1. Project Description:

This project serves to strengthen both the public health and environmental workforce throughout Colorado. COVID-19 has added to the workload of the public health and environmental workforce, including grants and contracts monitoring staff. COVID-19 is also coinciding with a difficult hiring environment for many public health roles. Moreover, COVID-19 is affecting the employees' retention system across LPHAs, causing a shortage of the skillful workforce needed to provide core healthcare services to all Coloradans. The Colorado Department of Public Health and Environment's (CDPHE) Office of Public Health Practice, Planning, and Local Partnerships (OPHP) will work with all Local Public Health Agencies (LPHAs) and tribes to support public health workers in the public health system.

CDPHE will support LPHAs with additional resources to address the increased labor market competition, increased workload demands, and will monitor that public health and environmental staff have the proper knowledge and training. Local Public Health Agencies shall hire staff, and implement a new employees retention system through professional development training and cross-training.

2. Definitions:

1. CDC: Centers for Disease Control and Prevention
2. OPHP: Office of Public Health Practice, Planning, and Local Partnerships
3. CDPHE: Colorado Department of Public Health and Environment

3. Work Plan:

Goal #1: Support public health throughout Colorado by creating a strong workforce, promoting collaborations, and planning.	
Objective #1: No later than June 30, 2023, the Contractor shall support a staff capacity-building plan to respond to immediate and future impacts resulting from the COVID-19 pandemic.	
Primary Activity #1	1. The Contractor shall create a staff capacity-building plan
Primary Activity #2	2. The Contractor shall create a final project budget.
Primary Activity #3	3. The Contractor shall provide training to staff to improve: <ol style="list-style-type: none"> a) public health knowledge, and b) staff retention.
Primary Activity #4	<ol style="list-style-type: none"> 1. The Contractor shall monitor the spend down of the Workforce award. 2. The Contractor shall update Workforce award budgets to show the spend down progress. 3. The Contractor shall have a midpoint budget check in with CDPHE
Primary Activity #5	1. The Contractor shall create reports.
Sub-Activities #5	<ol style="list-style-type: none"> 1. The Contractor shall create a mid-year progress report. 2. The Contractor shall create a final report.

<p style="text-align: center;">Standards and Requirements</p>	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the Contract term. 2. The Contractor shall comply with the requirements stated in the COVID-19 Public Health Workforce Supplemental Funding Guidance. This document is incorporated and made part of this contract by reference and is available on the following website: https://www.cdc.gov/cpr/readiness/00_docs/CDC_Crisis_Response_COVID_19_Funding_PH_Workforce_Guidance_May_2021.pdf 3. The Contractor shall comply with allowability of expenditures as listed in the CDPHE OPHP CDC Workforces Allowability Roadmap; Allowable costs for funding source can be found on the following website: https://cdphe-lpha.colorado.gov/workforce-funding-wf 4. The Contractor shall participate in CDPHE led post award meeting(s). 5. CDPHE will schedule the midpoint budget check in meeting the Contractor within 45 days of PO execution.. 6. The Contractor shall ensure all funding requirements are met with all expenses including subcontractors. 7. The Contractor shall ensure the project budget is paced throughout the full term of the contract. 8. The Contractor shall communicate any projected budget changes to the CDPHE contract monitor that may result in unobligated funds within 30 days of acknowledgment of changes or by the designated deliverables at the midpoint of contract expiration. Projected budget changes could be staff changes, changes in county support, etc. 9. The Contractor shall use the CDPHE form for the staff capacity-building plan outlining the strategy to implement to address the public health and environmental workforce shortage. The staff capacity-building plan shall : <ol style="list-style-type: none"> a. provide a description of all public health and environmental positions under consideration for hiring process b. identify a list of professional development training and cross-training to improve staff public health knowledge c. include a description of employees’ retention program to implement to reduce the risk of workforce shortage. d. describe how the agency addresses health equity in hiring practices and training workforce that represents communities served. 10. The Contractor shall use the CDPHE budget template for the final project budget. 11. The Contractor shall use CDPHE mid-year and final progress reports forms. 12. CDPHE will electronically provide the Contractor, within ten (10) days from the contract execution, with : <ol style="list-style-type: none"> a. a staffing Capacity Building Plan form b. a project final budget template 13. CDPHE will electronically provide the Contractor, within thirty (30) days from contract execution, with a mid-year progress report and a final progress report form. 14. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided.
<p style="text-align: center;">Expected Results of Activity(s)</p>	<p style="text-align: center;">Increase and maintain public health workforce within initiatives related to staffing capacity</p>
<p style="text-align: center;">Measurement of Expected Results</p>	<ol style="list-style-type: none"> 1. Completed Staffing Capacity Building Plan 2. Number of: <ol style="list-style-type: none"> a. Full Time Equivalents (FTE) hired, and/or b. Full Time Equivalents (FTE)trained, and/or c. Full Time Equivalents (FTE)receiving retention efforts, and/or d. Interns hired
	<p>Completion Date</p>

Deliverables	1. The Contractor shall submit a staff capacity-building plan.	No later than 30 days after Contract execution
	2. The Contractor shall submit the final project budget template electronically.	No later than 30 days after Contract execution.
	3. The Contractor shall submit a mid-year progress report electronically.	No later than November 30, 2022.
	4. The Contractor shall submit a final progress report electronically.	No later than June 15, 2023.

4. Monitoring:

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Public Health Practice, Planning, and Local Partnerships’ Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits, and other fiscal and programmatic documentation as applicable. The Contractor’s performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

5. Resolution of Non-Compliance:

The Contractor will be notified in writing within (7) calendar days of discovery of a compliance issue. Within (30) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

I. Attestation:

The Vendor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include a Statement of Work and Budget.

Contractor Name (Print) and Title

Contractor Signature

Date

**COLORADO**Department of Public
Health & Environment

BUDGET WITH JUSTIFICATION FORM
OPHP LPHA CDC Workforce FY22 and FY23

Contractor Name	Moffat County Public Health 221 West Victory Way Craig Co 81625
Budget Period	Execution Date - 06/30/2023
Project Name	CDC Crisis Response Cooperative Agreement - OPHP LPHA

Program Contact Name, Title, Phone and Email	Kari Ladrow - Public Health Director (970) 629-4006 kladrow@moffatcounty.net
Fiscal Contact Name, Title, Phone and Email	Kristin Carpenter kristin.carpenter@state.co.us

Expenditure Categories						
Personal Services						
Salaried Employees						
List all salaried personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.) must be included.						
Position Title	Description of Work	Budget Item Supports SOW (Yes/No)	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
PUBLIC HEALTH DIRECTOR	Oversight of Public Health Department along with Pandemic Response and Weekend Coverage	YES	\$96,910.00	\$47,873.54	15%	\$21,717.53
PUBLIC HEALTH NURSE	Vaccine Clinics, Notifications, Community Education, Suppression Strategies, and Case Investigation.	YES	\$72,772.00	\$35,949.37	15%	\$16,308.21
PUBLIC HEALTH NURSE	Vaccine Clinics, Notifications, Community Education, Suppression Strategies, and Case Investigation.	YES	\$69,861.00	\$34,511.33	15%	\$15,655.85
						\$0.00
Personal Services						
Hourly Employees						
List all hourly personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.) must be included.						
Position Title	Description of Work	Budget Item Supports SOW (Yes/No)	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
PH ADMIN ASST	Moffat County Public Health Administration Services for clerical support of clinic functions. (Changed this position from Part time to full time temporary)	YES	\$20.44	\$10.08	1250	\$38,150.00
PH FINANCE SPECIALIST	Moffat County Public Health Finance Officer for oversight of Public Health's finances and budgets.	YES	\$20.19	\$9.97	600	\$18,098.00
						\$0.00
Total Personal Services (including fringe benefits)						\$109,929.59
Supplies & Operating Expenses						
Include list of all allowable operating expenses. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted. If rent is claimed as direct cost, provide a narrative justification which describes the prescribed policy including the effective date of the policy.						
Item	Description of Item	Budget Item Supports SOW (Yes/No)	Rate	Quantity		Total Amount Requested from CDPHE
PPE Supplies	Isolation Gowns, Nitrile Gloves, Face Shields, N95 masks, Surgical Masks, Safety Glasses, Biohazard Bags, Hand Sanitizer, Lysol Wipes, disposable table covers ect..	YES	\$95.00	10		\$950.00
Phone Charges	10 Phones and Hotspots	YES	\$100.00	12		\$1,200.00
Operating Supplies	syringes, Sharps Containers, Hypoderma Needles, alcohol wipes,pulse oximeters, thermometers, adhesive bandages, gauze pads ect..	YES	\$100.00	12		\$1,200.00
Office Supplies	paper, dividers, post its, binders, trash bags, dusters, hand soaps, paper towels, pens, pencils, highlighters, sharpies, clipboards ect..	YES	\$50.00	12		\$600.00
Support Software	Zoom, Adobe, Sfax, Protected Trust ,DocuSign, Venngage, Jotform, Blink Splitting the costs with ELC Funds	YES	\$250.00	12		\$3,000.00
Lease	Spit out amongst funds	YES	\$342.00	12		\$4,104.00

**BUDGET WITH JUSTIFICATION FORM
OPHP LPHA CDC Workforce FY22 and FY23**

Contractor Name	Moffat County Public Health 221 West Victory Way Craig Co 81625
Budget Period	Execution Date - 06/30/2023
Project Name	CDC Crisis Response Cooperative Agreement - OPHP LPHA

Program Contact Name, Title, Phone and Email	Kari Ladrow - Public Health Director (970) 629-4006 kladrow@moffatcounty.net
Fiscal Contact Name, Title, Phone and Email	Kristin Carpenter kristin.carpenter@state.co.us

					\$0.00
Total Supplies & Operating Expenses					\$11,054.00

**BUDGET WITH JUSTIFICATION FORM
OPHP LPHA CDC Workforce FY22 and FY23**

Contractor Name	Moffat County Public Health 221 West Victory Way Craig Co 81625
Budget Period	Execution Date - 06/30/2023
Project Name	CDC Crisis Response Cooperative Agreement - OPHP LPHA

Program Contact Name, Title, Phone and Email	Kari Ladrow - Public Health Director (970) 629-4006 kladrow@moffatcounty.net
Fiscal Contact Name, Title, Phone and Email	Kristin Carpenter kristin.carpenter@state.co.us

Travel					
Include all travel and indicate whether in-state or out-of-state. Include costs for attendance of any mandatory meetings. Include appropriate per diem, mileage or airfare rates or include link to current approved rates.					
Item	Description of Item	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested from CDPHE
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Travel					\$0.00
Contractual					
Include all subcontracts planned to complete the proposed work. This includes, but not limited to, consulting and personal services subcontracts. Restrictions outline in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables.					
Subcontractor Name	Description of Item	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested from CDPHE
Cleaning Contract	Cleaning of the clinic split amongst funds	YES	\$41.04	12	\$492.48
EHR Contract	CureMd is contracted to keep an Electronic Health Record Split costs with ELC	YES	\$274.00	12	\$3,288.00
					\$0.00
Total Contractual					\$3,780.48
SUB-TOTAL BEFORE INDIRECT					\$124,764.07

**BUDGET WITH JUSTIFICATION FORM
OPHP LPHA CDC Workforce FY22 and FY23**

Contractor Name	Moffat County Public Health 221 West Victory Way Craig Co 81625
Budget Period	Execution Date - 06/30/2023
Project Name	CDC Crisis Response Cooperative Agreement - OPHP LPHA

Program Contact Name, Title, Phone and Email	Kari Ladrow - Public Health Director (970) 629-4006 kladrow@moffatcounty.net
Fiscal Contact Name, Title, Phone and Email	Kristin Carpenter kristin.carpenter@state.co.us

Indirect		
Please see Indirect Rate description in the Budget Requirements Section of the RFA. No budget justification is required for the indirect rates.		
Item	Description of Item	Total Amount Requested from CDPHE
Federally-negotiated indirect cost rate		
CDPHE-approved indirect cost rate 15.20%	Moffat County's 2022 - 2023 Approved rate is 15.20%	\$16,709.30
De minimis indirect cost rate		
Total Indirect		\$16,709.30
TOTAL		\$141,473

CONTRACT AMENDMENT #4

SIGNATURE AND COVER PAGE(S)

State Agency: Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Original Contract Number: 2020*0260
Contractor: Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) for the use and benefit of Moffat County Public Health 221 West Victory Way Suite 130 Craig, Colorado 81625	Amendment Contract Number: 2023*0200 Amendment #4
Contract Performance Beginning Date: July 1, 2019	Current Contract Expiration Date: June 30, 2023

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2020*0260	\$21,730.00	\$0.00	\$0.00	07/01/2019-06/30/2020	\$21,730.00
Contract Amendment #1	2020*0260 Amendment #1	\$0.00	\$0.00	\$0.00	07/01/2019-06/30/2020	\$0.00
Contract Amendment #2	2020*0260 Amendment #2	\$20,865.00	\$0.00	\$0.00	07/01/2020-06/30/2021	\$20,865.00
Contract Amendment #3	2022*0106 Amendment #3	\$20,830.00	\$0.00	\$0.00	07/01/2021-06/30/2022	\$20,830.00
Contract Amendment #4	2023*0200 Amendment #4	\$ 20,451.00	\$0.00	\$0.00	07/01/2022-06/30/2023	\$ 20,451.00
Current Contract Maximum Cumulative Amount						\$ 83,876.00

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p>CONTRACTOR Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) for the use and benefit of Moffat County Public Health</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Person Signing for Contractor</p> <hr/> <p>Title of Person Signing for Contractor</p> <hr/> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Executive Director Delegate</p> <hr/> <p>Title of Executive Director Delegate</p> <hr/> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of State Controller Delegate</p> <hr/> <p>Title of State Controller Delegate</p> <hr/> <p>Amendment Effective Date: _____</p>	

-- Signature and Cover Pages End --

1. **PARTIES**

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. **TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. **AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown under the State Controller Signature. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2022**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2023**, whichever is earlier.

4. **PURPOSE**

The Parties entered into the agreement to upgrade the public health departments ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: To update the contract documents and requirements for this contract term.

5. **MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify Exhibit C, Budget, of the agreement. Exhibit C, Budget, is deleted and replaced in its entirety with Exhibit C, Budget, attached to this Amendment for the following reason: To issue the fiscal year 2023 Budget.
- D. The Parties now agree to modify Exhibit E, Statement of Work, of the agreement. Exhibit E, Statement of Work, is deleted and replaced in its entirety with Exhibit E, Statement of Work, attached to this Amendment for the following reason: To modify the current

Statement of Work to delete Primary Activities and Deliverables as reflected on attached Exhibit E, FY22 Statement of Work. These deletions are necessary due to the impact of COVID-19. The SOW changes are effective through June 30, 2022.

- E. The Parties now agree to modify Exhibit E, Statement of Work, of the agreement. Exhibit E, Statement of Work, is deleted and replaced in its entirety with Exhibit E, Statement of Work, attached to this Amendment for the following reason: To provide a LPHA Statement of Work for the term of July 1, 2022 through June 30, 2023 to continue the work for an additional term.
- F. The Parties now agree to modify Exhibit F, Federal Provisions. Exhibit F, Federal Provisions, is deleted and replaced in its entirety with Exhibit F, Federal Provisions, attached to this Amendment, for the following reason: To reflect changes to the federal award identification information.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

FY 23 ANNUAL BUDGET - EXHIBIT C
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE)
DISEASE CONTROL AND PUBLIC HEALTH RESPONSE (DCPHR)

Agency Name	Moffat County Public Health Agency
Budget Period	FY23
Project Name	Emergency Preparedness & Response

Program Contact Name, Title	Kari Ladrow, Public Health Director
Phone	970-291-8374
Email	kladrow@moffatcounty.net
Fiscal Contract Name, Title	Stephanie Burke
Phone	720-289-8616
Email	stephanie.burke@state.co.us
Date Completed	5/19/2022

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.					
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Moffat County PH Director	Participation in meeting the Statement of Work Deliverables as the Local Public Health Agency Director	\$96,910.00	\$ 53,300.50	4%	\$ 6,008.42
Moffat County PH Nurse	Participation in meeting the Statement of Work Deliverables as the Local Public Health Agency	\$72,772.00	\$ 40,024.60	2%	\$ 2,255.93
Moffat County PH Nurse	Participation in meeting the Statement of Work Deliverables as the Local Public Health Agency	\$69,861.00	\$ 38,423.55	2%	\$ 2,165.69
					\$ -
Personnel Services / Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
PH Administration Assistant	provided clerical Support for Project Coordinator	\$ 20.44	\$ 1.87	50.00	\$ 1,115.50
PH Finance Officer	Invoicing, accounts payable, budget oversight, maintaining financial records for Moffat County Public Health	\$ 20.19	\$ 14.81	50.00	\$ 1,750.00
					\$ -
Total Personnel Services					\$ 13,296.00
Contractors / Consultants (payments to third parties or entities)					
Contractor Name	Description of Work	Rate	Quantity	Total Amount Requested from CDPHE	
				\$ -	
Total Contractors/Consultants					\$ -
Sub Award					
Contractor Name	Description of Work	Rate	Quantity	Total Amount Requested from CDPHE	
				\$ -	
Total Subaward					\$ -
Travel					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
lodging	lodging for training sessions with other Counties	\$ 379.00	3	\$ 1,137.00	
travel expenses	food expenses and travel expenses when training with another county	\$ 397.00	1	\$ 397.00	
				\$ -	
Total Travel					\$ 1,534.00
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
Phone Charges	10 Phones and Hotspots splitting costs with Two other funds	\$ 75.00	12	\$ 900.00	
Meetings	expenses for meeting - local and regional	\$ 75.00	12	\$ 900.00	
Support Systems	Zoom, Adobe, Sfax, Protected trust, DocuSign, Venngage, Jotform, Blink programs in support of EPR LPHA work.	\$ 100.00	12	\$ 1,200.00	
Office Supplies	Supplies for EPR LPHA work	\$ 50.00	12	\$ 600.00	

			\$ -
Total Supplies & Operating Expenses			\$ 3,600.00
TOTAL DIRECT COSTS (TDC)			\$ 18,430.00
Less: Expenses per OMB 2CFR § 200			
	Contractor in excess of \$25,000		\$ -
	SubAward in excess of \$25,000		\$ -
	Rent		
	Equipment		\$ -
	Other Unallowable Expenses		\$ -
Total Expenses per OMB 2CFR § 200			\$ -
MODIFIED TOTAL DIRECT COSTS (MTDC)			\$ 18,430.00
Indirect Costs			Annual Budget
Indirect Cost	Description of Item	Percentage	Total Amount Requested from CDPHE
Federally approved Indirect rate	<i>Federally approved indirect rate provided - attach approved rate certificate</i>	15.20	\$ 2,021
CDPHE or other accepted agency rate	CDPHE has approved our Indirect rate for Personnel Costs.		\$ -
10% de minimis allowable rate for Federal Awards	If a negotiated rate isn't established		\$ -
Total Indirect			\$ 2,021.00
TOTAL			\$ 20,451.00

All budget modifications must be pre-authorized by DCPHR program managers. Please contact the respective program manager PRIOR to incurring expenses in any budget category related to a modification.

**STATEMENT OF WORK
To Original Contract Number 2020*0260**

LPHA SOW FY23

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Project Description:

This project serves to improve medical and public health care preparedness, response, and recovery capabilities at the federal, state, and local levels. The Public Health Emergency Preparedness (PHEP) cooperative agreement provides technical assistance and resources to support state, local, tribal, and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations, throughout Colorado to show measurable and sustainable progress toward achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training, and exercises.

Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. The Centers for Disease Control and Prevention (CDC) established the PHEP program to build public health emergency response capabilities both nationally and locally.

II. Definitions:

1. **ArcGIS**- a family of client software, server software, and online geographic information system services developed and maintained by Environmental Systems Research Institute
2. **CDC**- Centers for Disease Control and Prevention
3. **CDPHE**-Colorado Department of Public Health and Environment
4. **CICO**- Community Inclusion in Colorado
5. **CMIST**- Communicating, Maintaining Health, Independence, Support, Transportation
6. **Cooperative Agreement**-A legal instrument that includes sponsor involvement and facilitate the transfer of something of value from federal agencies to states, local governments, and private recipients for a public purpose or benefit.
7. **CO-SHARE**-Colorado State Health and Readiness Exchange
8. **COVID19**- A highly contagious respiratory disease caused by the SARS-CoV-2 virus
9. **CVM**-Colorado Volunteer Mobilizer
10. **DOC**-Department Operations Center
11. **EMS**-Emergency Medical Services
12. **EPR**-Emergency Preparedness & Response
13. **HAN**-Health Alert Network
14. **HCC**-Healthcare Coalition
15. **IPPW**-Regional Integrated Preparedness Planning Workshop
16. **LPHA**-Local Public Health Agency
17. **LTP**- Site-Local Transfer Point
18. **Mission Drills**-Emergency response drills for medical and public health professionals
19. **OEPR**-Office of Emergency Preparedness and Response
20. **PHEP**-Public Health Emergency Preparedness
21. **POD**-Point of Dispensing
22. **RSS Site**- Regional Stage and Storage Site
23. **RTP**-Regional Transfer Point
24. **SNS** -Strategic National Stockpile

III. Work Plan:

Goal #1: To protect the health of Coloradoans by increasing capacity for preparedness, response, and recovery during public health emergencies.	
Objective #1: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through planning.	
Primary Activity #1	The Contractor shall collaborate with the regional epidemiologist to create or update a plan to maintain access to trained personnel.
Sub-Activity #1	1. The Contractors shall maintain access to the following trained personnel: <ul style="list-style-type: none"> a. Staff that monitor routine jurisdictional public health surveillance b. Staff that monitor routine epidemiological investigation systems c. Staff that are trained to conduct routine disease investigations d. Staff that support surge requirements in response to events and emergencies that threaten public health
Primary Activity #2	The Contractor shall identify plans utilized during the COVID-19 response to redefine roles and responsibilities where appropriate based on lessons learned during the COVID-19 response.
Primary Activity #3	The Contractor shall participate in their Regional All-Hazards Integrated Preparedness Planning Workshop (IPPW).
Primary Activity #4	The Contractor shall review the Strategic National Stockpile (SNS) plan to identify areas that need revision based on the COVID-19 response.
Primary Activity #5	The Contractor shall identify location information for at least two Communicating, Maintaining Health, Independence, Support, Transportation (CMIST) community resources from their jurisdiction.
Sub-Activity #1	1. The Contractor shall provide information to CDPHE staff.
Primary Activity #6	The Contractor shall update agency contact info twice yearly in Colorado State Health and Readiness Exchange (CO-SHARE).
Objective #2: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through training.	
Primary Activity #1	The Contractor shall document drills conducted with local operational sites. <ul style="list-style-type: none"> a. The Communications Drill Reporting Spreadsheet via COSHARE will be utilized for reporting purposes.
Primary Activity #2	The Contractor shall participate in public health preparedness, response, or recovery related conferences at the discretion of the Contractor.

<p>Primary Activity #3</p>	<p>The Contractor shall identify staff who have been trained as: a. Primary Colorado Volunteer Mobilizer (CVM) administrator b. Alternate CVM administrator</p>
<p>Primary Activity #4</p>	<p>The Contractor shall complete the online course: "Introduction to Public Health and Medical Emergency Preparedness & Response (EPR)." a. Training shall be accessed via CO-TRAIN</p>
<p>Objective #3: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through exercises.</p>	
<p>Primary Activity #1</p>	<p>The Contractor shall participate in quarterly redundant 800 MHz radio communication drills conducted by CDPHE.</p>
<p>Primary Activity #2</p>	<p>The Contractor shall conduct a minimum of two (2) redundant communications drills with local operational sites.</p>
<p>Primary Activity #3</p>	<p>The Contractor shall conduct a minimum of two (2) Health Alert Network (HAN) Communication Drills.</p>
<p>Primary Activity #4</p>	<p>The Contractor shall create mission drills or real events using the CVM.</p>
<p>Sub-Activity #1</p>	<p>1. The Contractor shall test a minimum of two (2) mission drills to include all volunteers for whom the Contractor is the CVM Administrator.</p>
<p>Standards and Requirements</p>	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall comply with the ‘<i>Public Health Emergency Preparedness and Response Capability-National Standards for State, Local, Tribal and Territorial Public Health, October 2018.</i>’ This document is incorporated and made part of this contract by reference and is available on the following website https://www.cdc.gov/cpr/readiness/capabilities.htm 3. The IPPW will be attended by at a minimum, hospitals, Emergency Medical Services (EMS), emergency management organizations, and public health agencies. 4. CDPHE will provide a location to access the Grant Reporting Spreadsheet. 5. The Contractor CVM administrators, both primary and alternate shall: <ul style="list-style-type: none"> • have completed CVM Administrator training within the past 24 months • signed the yearly confidentiality agreement • be recognized by CDPHE as a CVM Administrator

	<p>6. CPDHE will provide CVM Administrator training for LPHA’s quarterly.</p> <p>7. A minimum of one (1) EPR Coordinator per agency must respond to the quarterly redundant communication drills conducted by CDPHE.</p> <ul style="list-style-type: none"> a. Redundant Communication Drills (radios) will focus on the following: <ul style="list-style-type: none"> i. information sharing between the state and local department operations centers (DOC) ii. communication between the Regional Stage Storage Site (RSS) site, Regional Transfer Point (RTP) and Local Transfer Point (LTP) site. <p>8. CDPHE will provide access to the Communication Drill Reporting Spreadsheet via COSHARE.</p> <p>9. Local operational sites include the following: <ul style="list-style-type: none"> a. Department Operations Center (DOC) b. Open Point of Dispensing (POD) c. Closed POD d. Regional Transfer Point (RTP) e. Local Transfer Point (LTP) f. Healthcare Coalition (HCC) member agencies. </p>
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	Colorado public health agencies will improve their ability to respond to public health emergencies and related events to which a public health response is necessitated.	
Expected Results of Activity(s)		
Measurement of Expected Results	<ol style="list-style-type: none"> 1. Communications Drill Reporting Spreadsheet 2. CVM reports 3. Updated SNS Plans 	
		Completion Date
Deliverables	1. The Contractor shall submit a plan for access to epidemiological support via CO-SHARE.	No later than 9/30/2022
	2. The Contractor shall submit plans identified during COVID-19 response for review into CO-SHARE.	No later than 10/31/2022
	3. The Contractor shall submit all agency-initiated drill report information in the Communications Drill Reporting Spreadsheet via CO-SHARE.	No later than 12/31/2022
	4. The Contractor shall submit updated agency contact information two (2) times per year via CO-SHARE.	No later than 12/31/2022 for the first submission and 6/15/23 for the second submission

		Completion Date
	5. The Contractor shall submit CVM reports for two (2) completed mission drills or real events via CO-SHARE.	No later than 3/31/2023
	6. The Contractor shall submit copies of CVM administrator training certificates and confidentiality agreements for primary and alternate administrators via CO-SHARE.	No later than 3/31/2023
	7. The Contractor shall submit identified CMIST community partners on the Grant Reporting Spreadsheet.	No later than 3/31/2023
	8. The Contractor shall submit the names of the individuals who participated in the Regional All-Hazards IPPW.	No later than 6/15/2023
	9. The Contractor shall submit the updated agency SNS plan via CO-SHARE.	No later than 6/15/2023
	10. The Contractor shall submit the names of the individuals participating in the CDPHE offered "Introduction to Public Health and Medical" training in the Grant Reporting Spreadsheet.	No later than 6/15/2023

IV. Monitoring:

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, invoices, site visit results, electronic data, and other fiscal and programmatic documentation as applicable. The Contractor’s performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within ten (10) calendar days of discovery of a compliance issue. Within thirty (30) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Grants Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

STATEMENT OF WORK

Statement of Work FY22

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Project Description:

This project serves to improve medical and public health care preparedness, response, and recovery capabilities at the federal, state, and local levels. The Public Health Emergency Preparedness (PHEP) cooperative agreement provides technical assistance and resources to support state, local, tribal, and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations, throughout Colorado to show measurable and sustainable progress toward achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training, and exercises.

Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. The Centers for Disease Control and Prevention (CDC) established the PHEP program to build public health emergency response capabilities both nationally and locally.

II. Definitions:

1. **AAR**-After Action Report
2. **AFN**-Access and Functional Needs
3. **CDC**- Centers for Disease Control and Prevention
4. **CDPHE**-Colorado Department of Public Health and Environment
5. **COOP**-Continuity of Operations Plan
6. **Cooperative Agreement**-A legal instrument that includes sponsor involvement and facilitate the transfer of something of value from federal agencies to states, local governments, and private recipients for a public purpose or benefit.
7. **CO-PHRCA**-Colorado Public Health System Response Capacity Assessment
8. **CO-SHARE**-Colorado State Health and Readiness Exchange
9. **COVID19**- A highly contagious respiratory disease caused by the SARS-CoV-2 virus
10. **CPG**-Capability Planning Guide
11. **CVM**-Colorado Volunteer Mobilizer
12. **DOC**-Department Operations Center
13. **EMS**-Emergency Medical Services
14. **EPR**-Emergency Preparedness & Response
15. **HAN**-Health Alert Network
16. **HCC**-Healthcare Coalition
17. **IP**-Improvement Plan
18. **IPPW**-Regional Integrated Preparedness Planning Workshop
19. **LPHA**-Local Public Health Agency
20. **LTP**- Site-Local Transfer Point
21. **Mission Drills**-Emergency response drills for medical and public health professionals
22. **OEPR**-Office of Emergency Preparedness and Response
23. **PHEP**-Public Health Emergency Preparedness
24. **POD**-Point of Dispensing
25. **RSS Site**- Regional Stage and Storage Site
26. **RTP**-Regional Transfer Point

III. Work Plan:

Goal #1: To protect the health of Coloradans by increasing capacity for preparedness, response, and recovery during public health emergencies.	
Objective #1: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through planning.	
Primary Activity #1	The Contractor shall collaborate with the regional epidemiologist to create or update a plan to maintain access to trained personnel.
Sub-Activity #1	The Contractors shall maintain access to the following trained personnel: <ul style="list-style-type: none"> a. Staff that monitor routine jurisdictional surveillance b. Staff that monitor epidemiological investigation systems, and c. Staff that support surge requirements in response to threats
Primary Activity #2	The Contractor shall complete the 2021-22 CPG Survey with input from all relevant partners in the jurisdiction.
Primary Activity #3	The Contractor shall participate in the Regional Integrated Preparedness Planning Workshop (IPPW).
Primary Activity #4	The Contractor shall update their agency COOP plans with a special emphasis on pandemic components.
Primary Activity #5	The Contractor shall complete a modified "Stories from the Field" Google form to document a minimum of two (2) examples of AFN community engagement during the COVID-19 response.
Primary Activity #6	The Contractor shall complete a survey regarding the impact of the COVID-19 Pandemic Impact Survey within their jurisdiction.
Primary Activity #7	The Contractor shall initiate recovery planning efforts with communities impacted by COVID-19 within their jurisdiction.
Primary Activity #8	The Contractor shall participate in public health preparedness, response, or recovery related conferences at the discretion of the Contractor.
Objective #2: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through training.	
Primary Activity #1	The Contractor shall participate in COOP trainings offered by CDPHE.
Primary Activity #2	The Contractor shall identify staff who have been trained as: <ul style="list-style-type: none"> a. Primary CVM administrator b. Alternate CVM administrator
Objective #3: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through exercises.	

Primary Activity #1	The Contractor shall complete a COVID-19 AAR/IP Survey/assessment process document.
Primary Activity #2	The Contractor shall participate in quarterly redundant 800 MgHz radio communication drills conducted by CDPHE.
Primary Activity #3	The Contractor shall conduct a minimum of two (2) redundant communications drills with local operational sites.
Primary Activity #4	The Contractor shall conduct a minimum of two (2) HAN Communication Drills.
Primary Activity #5	The Contractor shall create mission drills or real events using the CVM.
Sub-Activity #1	The Contractor shall test a minimum of two (2) mission drills to include all volunteers for whom the Contractor is the CVM Administrator.
Objective #4: No later than the expiration date of the Contract, improve public health preparedness, and improve response and recovery activities by updating databases.	
Primary Activity #1	The Contractor shall update agency contact info twice yearly in CO-SHARE.
Standards and Requirements	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall comply with the ‘Public Health Emergency Preparedness and Response Capability-National Standards for State, Local, Tribal and Territorial Public Health, October 2018.’ This document is incorporated and made part of this contract by reference and is available on the following website https://www.cdc.gov/cpr/readiness/capabilities.htm 3. The Contractor shall complete the 2021-22 CO-PHRCA according to guidance provided by CDPHE. 4. CDPHE will provide access to the CO-PHRCA (Colorado Public Health System Response Capacity Assessment) within Quarter 1 of FY22. 5. CDPHE will provide guidance and other tools for completing the 2021-22 CO-PHRCA on the following website: https://drive.google.com/drive/folders/1DrN1uax6hf3LdQg3pMUNtxqSDuwcTNyi?usp=sharing 6. The IPPW will be attended by at a minimum, hospitals, EMS, emergency management organizations, and public health agencies.

7. CDPHE will provide the Google reporting form for “Stories from the Field” located here:
<https://drive.google.com/drive/folders/1DrN1uax6hf3LdQg3pMUNtxqSDuwcTNyi?usp=sharing>
8. CDPHE will provide access to the COVID-19 impact survey in the “PHEP Resources” folder, located here:
<https://drive.google.com/drive/folders/1DrN1uax6hf3LdQg3pMUNtxqSDuwcTNyi?usp=sharing>
9. CDPHE will provide COVID-19 recovery resources and support for initiating recovery efforts with local jurisdictions. Resources are located here:
<https://drive.google.com/drive/folders/1DrN1uax6hf3LdQg3pMUNtxqSDuwcTNyi?usp=sharing>
10. CDPHE will provide a location to access the Grant Reporting Spreadsheet.
11. CDPHE will incorporate local and regional feedback gathered in the AAR/IP surveys/assessments into the Colorado statewide AAR/IP in FY22-23.
12. CVM administrators, both primary and alternate shall:
 - a. have completed CVM Administrator training within the past 24 months
 - b. signed the yearly confidentiality agreement
 - c. be recognized by CDPHE as a CVM Administrator
13. CDPHE will provide CVM Administrator training for LPHA’s quarterly.
14. A minimum of one (1) EPR Coordinator per agency must respond to the quarterly redundant communication drills conducted by CDPHE.
 - a. Redundant Communication Drills (radios) will focus on the following:
 - i. information sharing between the state and local department operations centers (DOC)
 - ii. communication between the RSS site, RTP and LTP.
15. The Contractor shall utilize the CDPHE provided “Communications Drill Reporting Spreadsheet” to document drills conducted with local operational sites.
16. CDPHE will provide access to the Communication Drill Reporting Spreadsheet via COSHARE.
17. CDPHE will provide a link to the CO-PHRCA website.
18. Local operational sites include the following:
 - a. Department Operations Center (DOC)
 - b. Open Point of Dispensing (POD)

	<ul style="list-style-type: none"> c. Closed POD d. Regional Transfer Point (RTP) e. Local Transfer Point (LTP) f. Healthcare Coalition (HCC) member agencies. <p>19. CDPHE will provide the COVID-19 AAR/IP Survey.</p>	
Expected Results of Activity(s)	Colorado public health agencies will improve their ability to respond to public health emergencies and related events to which a public health response is necessitated.	
Measurement of Expected Results	<ul style="list-style-type: none"> 1. CPG Survey 2. Communications Drill Reporting Spreadsheet 3. CVM reports 4. Updated COOP Plans 5. AAR/IP Survey 6. COVID-19 Impact Survey 	
	Completion Date	
Deliverables	1. The Contractor shall submit a plan for access to epidemiological support via CO-SHARE.	No later than 9/30/2021
	2. The Contractor shall submit the 2021-22 CPG Survey via CO-PHRCA.	No later than 12/31/2021
	3. The Contractor shall submit the names of the individuals assisting with the development of the Regional Integrated Preparedness Plan in the Grant Reporting Spreadsheet.	No later than 12/31/2021
	4. The Contractor shall submit all agency-initiated drill report information in the Communications Drill Reporting Spreadsheet via CO-SHARE.	No later than 12/31/2021
	5. The Contractor shall submit updated agency contact information two (2) times per year via CO-SHARE.	No later than 12/31/2021 for the first submission and 6/15/22 for the second submission
	6. The Contractor shall submit CVM reports for two (2) completed mission drills or real events via CO-SHARE.	No later than 3/31/2022
	7. The Contractor shall submit copies of CVM administrator training certificates for primary and-alternate administrators via CO-SHARE.	No later than 3/31/2022

	8. The Contractor shall submit updated agency COOP plan via CO-SHARE.	No later than 6/15/2022
	9. The Contractor shall submit the names of the individuals participating in the CDPHE offered COOP training in the Grant Reporting Spreadsheet.	No later than 6/15/2022
	10. The Contractor shall submit the COVID-19 Pandemic Impact Survey via CO-SHARE.	No later than 6/15/2022
	11. The Contractor shall submit initial recovery planning documents via CO-SHARE.	No later than 6/15/2022
	12. The Contractor shall submit the COVID-19 AAR/IP Survey via CO-SHARE.	No later than 6/15/2022
	13. The Contractor shall submit a "Stories from the Field" form via CO-SHARE.	No later than 6/15/2022

IV. Monitoring:

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, invoices, site visit results, electronic data, and other fiscal and programmatic documentation as applicable. The Contractor’s performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within thirty **(10)** calendar days of discovery of a compliance issue. Within ten **(30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Grants Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

Federal Provisions - Public Health Emergency Preparedness Program

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) **Federal Award Identification.**

- a. Subrecipient: Moffat County Public Health
- b. Subrecipient DUNS number: 076441807
- c. The Federal Award Identification Number (FAIN) is N5 NU90TP922028-04-00 .
- d. The Federal award date is TBD.
- e. The subaward period of performance start date is 7/1/2019 and end date is 6/30/2024.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
7/1/2022 - 6/30/2023	TBD	TBD

- g. Federal award title of project or program: Public Health Emergency Preparedness Program.
- h. The name of the Federal awarding agency is: DEPARTMENT OF HEALTH AND HUMAN SERVICES Centers for Disease Control and Prevention and the contact information for the awarding official is Ruth Anderson vha@cdc.gov, Phone: 404 639-2737 ; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Stephanie Burke 4300 Cherry Creek Drive South OEPR Denver, CO 80246-1530 Stephanie.Burke@state.co.us.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is CFDA# 93.069 and the grant name is Public Health Emergency Preparedness
- j. This award is not for research & development.
- k. Subrecipient is not required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
 - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
- e. the “Americans with Disabilities Act” (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
- f. when applicable, the Contractor shall comply with the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule);
- g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
- h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
- i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
- n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
- o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide

written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.

15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

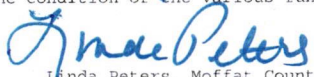
16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

GENERAL FUND	20,994,005.25	858,208.90	503,081.70	1,129		10.39	-57,677.98	-674,607.44	21,624,156.56	
ROAD & BRIDGE FUND	11,814,030.30		415,212.85	84	82,086.97		-2,807.44	-1,034,700.00	11,273,864.53	
DEPARTMENT OF HUMAN SERVICES	1,349,432.38	49,599.77	162,872.22	64		720.93		-148,570.00	1,414,113.49	
ACET	197,342.73		16,031.05					-8,083.49	205,290.29	
MOFFAT COUNTY LOC MRKT DIST	609,272.92		21,265.33						630,538.25	
CONSERVATION TRUST FUND	156,884.13		61.32				-0.61		156,944.84	
MOFFAT COUNTY PUBLIC HEALTH	557,391.39	17,271.35	36,354.56	4.85				-61,603.18	549,418.97	
LANDFILL	1,252,157.14		30,223.72				-297.34	-43,535.41	1,238,548.11	
POST CLOSURE - LANDFILL	218,000.00								218,000.00	
PSC - JAIL FUND	730,821.49		59,418.19					-184,449.00	605,790.68	
COUNTY HEALTH & WELFARE	3,542,198.79		395,391.55					-432,693.52	3,504,896.82	
MEMORIAL REGIONAL HEALTH	338,109.31	132,856.53		189.73					133,046.26	
WARRANT FUND - COUNTY	493,632.21					2,750,533.38	-338,109.31		306,749.21	
SHADOW MTN LOCAL IMPROVE DIST	187,473.06		818.10					-9,312.46	178,978.70	
AIRPORT FUND	205,623.79		13,820.41			3,200.00	-136.06	-13,912.24	208,595.90	
PUBLIC LIBRARY	497,370.70		789.46	53.99		152.09	-10.49	-41,683.23	456,672.52	
COLO NORTHWEST COMM COLLEGE	347,992.37	132,943.96		191.55	10,306.54		-347,992.37	-1,331.36	142,110.69	
M C SCHOOLS RE#1 - GENERAL	3,138,109.28	1,179,852.86	12,279.26	1,640.60	112,966.87		-4,280,825.48	-2,956.73	161,066.66	
CAPITAL PROJECTS FUND	1,711,062.90		668.78						1,703,925.58	
PUBLIC SAFETY CENTER - CAP PROJ	533.67		.17						533.84	
NC TELECOM ESCROW ACCOUNT	263,080.46		102.83					-1,455.62	261,727.67	
SUNSET #1 SECURITY DEPOSIT	15,407.08		1,275.00					-9,460.24	7,221.84	
SUNSET MEADOWS #1	657,000.18		34,457.71					-20,504.77	670,953.12	
SUNSET MEADOWS #2	134,908.85		36,477.48					-16,237.48	155,148.85	
SENIOR CITIZENS CENTER - 15	180,792.92		8,212.57					-16,396.88	172,608.61	
SUNSET #2 SECURITY DEPOSIT	15,031.13		1,025.00					-5,391.95	10,664.18	
COURTHOUSE LEASE PURCHASE FUND	0.00					1,250.00		-1,250.00	0.00	
SCHOOLS RE#1 - BOND	705,733.09	277,315.46		339.65			-705,733.09		277,655.11	
CITY OF CRAIG	358,462.67	105,602.29			10,763.30		-358,462.67	-2,110.41	114,255.18	
TOWN OF DINOSAUR	6,737.86	1,232.76		1,405.32	219.32		-6,737.86	-52.14	2,805.26	
CAPITAL FUND - CITY OF CRAIG	40,816.14	12,426.72			1,266.57		-40,816.14	-248.34	13,444.95	
ARTESIA FIRE PROTECTION DISTRICT	7,296.56	10,145.75		588.57	270.21		-7,296.56	-535.66	10,468.87	
CRAIG RURAL FIRE PROTECTION DIST	198,583.81	134,686.75			8,331.87		-198,583.81	-6,732.74	136,285.88	
MAYBELL IRRIGATION	15,633.27	328.00			163.56		-15,633.27		491.56	
MAYBELL SANITATION	119,456.69		806.69					-8.07	117,333.51	
COLO. RIVER WATER CONSERVATION	55,711.75	22,144.13		17.03	1,716.61		-55,711.75	-1,107.79	22,769.98	
YELLOW JACKET CONSERVANCY DIST.	348.87	185.09		-0.09	51.81		-348.87	-9.25	227.56	
MUSEUM OF NORTHWEST COLORADO	0.00								0.00	
POTHOOK WATER DISTRICT	2,176.62	831.00					-2,176.62	-41.55	789.45	
MOFFAT COUNTY TOURISM -LODGING	128,523.30		25,293.09					-9,807.34	144,009.05	
INTERNAL SER FUND-CENTRAL-DUP	92,138.01		795.13					-596.10	92,337.04	
JUNIPER WATER CONSERVANCY DIST.	37,909.38		2.59					-0.03	37,911.94	
HIGH SAVERY WATER DISTRICT	1,360.00		1,800.00				-1,360.00		1,800.00	
UPPER YAMPA WATER CONSERVANCY	45,046.40	52,526.29			2,697.85		-45,046.40	-2,626.27	52,597.87	
911 FUND	531,497.37		15,847.27						536,499.02	
ADVANCE TAXES - REAL ESTATE	120.11								120.11	
ADVANCED TAXES - 2012	0.00								0.00	
ADVANCE TAXES - MOBILE HOMES	0.00								0.00	
COUNTY CLERK'S COLLECTION	347,600.59		383,224.93				-362,637.98		368,187.54	
CHECK CHANGE ACCOUNT	0.00		2,977.98				-2,977.98		0.00	
INDIVIDUAL REDEMPTION ACCOUNT	0.00		1,421.16				-1,421.16		0.00	
PAYROLL EFT TAX PAYMENTS	0.00		283,187.50				-283,187.50		0.00	
CRAIG DIST ADVISORY GRAZING BOARD	0.00		19,342.41					-193.42	19,148.99	
OIL & GAS EXEMPTION FUND REVENUE S	0.00								0.00	
SPECIFIC OWNERSHIP	0.00		230,841.48				-230,841.48		0.00	
COUNTY SALES & LEASES	787.31		541.10						1,328.41	
MOTOR VEHICLE REGIST.	40,239.20		5,876.41						46,115.61	
2018 TREASURERS TAX DEED	984.55								984.55	
2017 TREASURERS TAX DEED	4,384.29		844.05				-808.11		4,420.23	
2010 TREASURER'S TAX DEED	3,962.12		46.00				-46.00		3,962.12	
GRAND TOTALS	52,353,174.39	2,988,157.61	2,722,687.05	5,709.90	230,841.48	2,755,866.79	-10,224,170.79	-78,883.68	-2,755,866.79	47,997,515.96

I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 31st Day of May, 2022.



Linda Peters, Moffat County Treasurer

Examined by Board of the Moffat County Commissioners

Donald Broom
Chairperson

Tony Bohrer

Melody Villard

Correctional Treatment Board

FY2024

Applications Due May 31, 2022

Approved funds allocated July 1, 2023-June 30, 2024

Agency: Probation **Judicial District:** 14th **County:** Moffat

Project Title: Youth Substance Assessment & Treatment **Total Dollar Amount Requested:**
\$67350.00

Funding Coordinator:

Name Tara Wojtkiewicz Job Title Director Email diversion@moffatcounty.net Phone 970.824.9150

Fiscal Agent:

Name Tara Wojtkiewicz Job Title Director Email diversion@moffatcounty.net Phone 970.824.9150

Signing Authority:

Name Tara Wojtkiewicz Job Title Director Email diversion@moffatcounty.net Phone 970.824.9150

Has this request previously been made to the Correctional Treatment Board?

- Yes- please share the dates of funding and funding amounts: 07/01/2019 - 06/30 2020 - \$40599.00 and 07/-01/2022 - 06/30/2023 - \$40000.00
- Yes, but was denied- what was the reason for denial?
- No

Services to be provided:

- Alcohol/Drug screening, assessment, and evaluation
- Alcohol/Drug testing
- Substance abuse education and training
- Treatment for assessed substance abuse and co-occurring disorders
- Recovery Support Services

Please describe the specific service(s) including type, frequency/dosage, program specifics, modalities, etc. (check all that apply): Based on a recommendation from the referring agency, each client can be administered psychological assessments to better determine the clients' individual needs. These may include interviews, IQ testing, looking for processing difficulties, mental health screeners and additional testing, as appropriate for the specific client. The testing will help referring agencies make informed decisions regarding what treatment modalities would best help their clients (individual therapy, group therapy, family therapy, medication evaluations, school support, etc). The assessments will be conducted by a trained mental health professional. The assessor will meet with the client, parents and the referring agency to share thorough recommendations.

In addition, the Seeking Safety Curriculum will be utilized. This is an evidence-based curriculum. It will be utilized in both group and individual settings based on client need. Groups will be open, with clients entering the program at any point (as referred).

Sessions will be held weekly at minimum for 60-90 minutes per session.

The curriculum is 25 units in length. The program itself offers 25 topics that can be conducted in any order and in as few or many as time allows: Introduction/Case Management, Safety, PTSD: Taking Back Your Power, When Substances Control You, Honesty, Asking for Help, Setting Boundaries in Relationships, Getting Others to Support Your Recovery, Healthy Relationships, Community Resources, Compassion, Creating Meaning, Discovery, Integrating the Split Self, Recovery Thinking, Taking Good Care of Yourself, Commitment, Respecting Your Time, Coping with Triggers, Self-Nurturing, Red and Green Flags, Detaching from Emotional Pain (Grounding), Life Choices, and Termination.

Additionally, facilitators will utilize case management to provide collaborative services with referring agencies, as well as communication with parents/guardians and clients. Case management will include progress reports, completed by facilitators and provided to collateral agencies monthly, at minimum.

Population to be served: Adult Juvenile

Justice System Status*:

Diversion Probation Parole Community Corrections

Work Release/Jail Treatment Aftercare Pre-Trial (bond/summons)

*** Please note: Each agency referring clients for services using Correctional Treatment Board funds is responsible for following its own fiscal rules and individually contracting with the vendor(s).**

What other types of funding are available to support this request? (check all that apply)

- None, the CTB funding would solely support this request
- Private Pay
- Medicaid
- Other funding (please describe):

Describe the need(s)/gap(s) these funds will address and how you have identified these need(s)/gap(s). Please provide any information/data that support your identified area of need (i.e., how have you determined the extent of the need that your services/programs will address): In 2019, we were awarded funding for this program. However, COVID negatively impacted our ability to provide this service. We are hopeful that funding through the 2023 grant will allow us to continue to move forward with our past efforts. We are all trained in the curriculum, have materials, and have experience gained from the previous grant experience. This will help us to move forward at a quicker pace than in 2019.

Juveniles in Moffat County do not currently have access to substance abuse evaluations and treatment. The problem addressed by these funds will provide these services for youth in the community. There are approximately 2-4 youth being served in the community, on probation who could benefit from substance abuse treatment. There are also approximately 8 youth on Diversion or Colorado Youth Detention Continuum (CYDC) tracking who could benefit from substance abuse treatment. Total, approximately 12 youth in the juvenile justice system in Moffat County are without substance abuse treatment services. The number of juveniles currently on probation and diversion are currently low due to COVID repercussions that have occurred in the community. However, we anticipate that our numbers will be higher by July of 2022 because COVID restrictions will be lifted which will allow us to identify the need more accurately.

In addition, Juveniles with substance abuse issues in Moffat County do not have access to evaluations that help assess for co-occurring disorders and/or learning difficulties.

Summary of request and intended impact: This request will provide substance abuse treatment services to youth in the Moffat County community based on clients' individual needs.

Some of the funds will be used to assess clients to better determine their needs. The information gained from the possible evaluations mentioned above will help referring agencies provide referrals based on the individual needs of each client. This will increase the possibility of positive outcomes for clients. The Seeking Safety Curriculum can be altered to individual or group facilitation. Also, it has specific units related to mental health. These include anxiety, depression, and trauma.

The Seeking Safety Curriculum was specifically chosen because it addresses both addiction and trauma. Juveniles in our community have a high incident rate of exposure to traumatic events. These include, but are not limited to, abuse, neglect, exposure to domestic violence, parental drug use/abuse, violence, gang activity and other underground activities.

Funds will also be used for facilitation costs to run weekly groups, for facilitators to provide case management services for participants, and for grant administration.

Facilitators will then provide group and individual sessions to identified clients. Case management will be utilized to increase attendance.

The intended impact will be thorough assessments and an addition of an evidence-based substance abuse treatment program for youth in the community. Additionally, treatment participation and attendance will be measured to see how it impacts overall/continued substance use of youth served.

Below, please identify three objectives you seek to achieve with this funding. Additionally, please indicate how you plan to measure your progress in pursuit of those objectives, including from where you will obtain/collect data for measurement (e.g., keeping a log/spreadsheet; recording the number of UAs conducted; etc.).

Objective #1: : By the end of the 1st quarter, referrals will be made to the evaluator and assessments will be completed. The team will meet to staff each client to assess individual needs. Also, the team will determine if the client is appropriate for the program and which modality of treatment (individual therapy or group therapy) would be most beneficial.

Data Collection/Measures: Data will be collected by looking at the number of referrals received from probation and diversion for evaluation, the number of assessments completed, and the number of individuals accepted into the program.

Objective #2: By the end of the 2nd quarter, 75% of individuals have been accepted into the program and are participating in the Seeking Safety Curriculum.

Data Collection/Measures: The facilitators will provide attendance information/data to the grant administrator. Data will be collected to determine number of participants referred, as well as weekly participation by each participant.

Objective #3: By end of fourth quarter, facilitators and collaborating agencies will review referrals and progress data to begin measuring longer-term outcomes and assess the capacity to bring this program to the youth of Moffat County.

Data Collection/Measures: This will be measured via self-report/assessment and substance testing data from referring agencies. When we attempted to provide this service in the past, it was negatively interrupted by COVID. We did not have enough participants to have sufficient data to complete this goal. The information gained over the course of the implementation of the program will help guide the team in determining future outcomes. Data tracking will occur regarding youth referred, length of time in the program, and any barriers/challenges as well as positive outcomes. The best estimate is that youth will reduce their substance use, which will be measured by substance testing through collateral agencies (probation/youth services). As well, self-report assessments will be completed for inclusion in data gathering. Completion data will also be collected, as well as reason for discharge/termination or failure to participate.

Estimated # of clients to be served per year: 10 - 12

Cost per client: \$3291.67 - \$3487.50

What is your plan to implement the funds in support of your objectives (e.g., if a local service already exists and you are supplementing that program, how will you expand existing services? Or, if you aim to create/provide a new program/service, what steps do you plan to take to get those services started)? In 2020 our grant was approved to begin this program. We were able to get everyone trained, provide multiple assessments, and individual counseling services to one client.

We have not yet received funding for 2022 so no data is available to add to this request.

Are you able to provide a complete and detailed report including all the data required on the Quarterly Reporting Form? Yes No

Acknowledge that CTB funds may not be utilized for services that are funded by Medicaid for Medicaid eligible clients. Applicants should include in the funding application the district's practice for encouraging eligible clients to enroll and properly utilize benefits.

Local Treatment Board approval letter attached (Local Board approval is required for approval)

Which agency will serve as the fiscal agent? Moffat County Youth Services Department

MAYBELL RODEO LEASE AGREEMENT

This lease agreement (“Agreement”), made effective the 14th day of June, 2022, is entered into by and between the Board of County Commissioners of Moffat County, acting on behalf of Moffat County, Colorado (“Lessor”), and Kacey Lyons, President, and Taylor Smith, Vice President, acting on behalf of the Maybell Rodeo Club, hereinafter referred to as the “Lessee.”

LESSOR: Board of County Commissioners of Moffat County
221 West Victory Way, Suite 130
Craig, CO 81625

LESSEE: Maybell Rodeo Club
Taylor Smith & Kacey Lyons
6248 W. Highway 40
Craig, CO 81625

PREMISES: A parcel of land in Township 7 North, Range 95 West of the 6th P.M., Beginning at Corner No. 3 of CE #785 in Section 29; thence South 294 feet; thence East 294 feet; thence North 294 feet; thence West 294 feet to a point of beginning. Containing two (2) acres more or less, situated in the County of Moffat and State of Colorado, excepting the portion of this parcel which is a cemetery maintained by the Maybell Women’s Club.

More commonly identified as Buffham Rodeo Park, (“Rodeo Park”) located on County Road 19 North of Maybell, Colorado, 81640, as shown on the site plan attached hereto and incorporated herein as Exhibit A, situated in the County of Moffat and State of Colorado.

TERM: The Lease Agreement commences on April 1, 2022, and continues through December 30, 2022, no matter the date of signing of this document.

RENT: The annual rent shall be One Hundred Dollars (\$100.00) for the year 2022, even if it is less than a complete year.

RECITALS

1. Lessor, the Board of County Commissioners of the County of Moffat, State of Colorado, holds title to the above-described Premises and has the legal authority to enter into this lease, pursuant to C.R.S. § 30-11-101.
2. Lessee desires to obtain a lease of the above-described Premises for the purpose of holding rodeo events and practices.
3. Lessor desires to promote safe, enjoyable, and high-quality recreational experiences for residents and visitors in Moffat County who enjoy rodeo events.
4. Lessor has determined that it is in the best interest of Moffat County to lease the above described Premises to Lessee upon the terms and conditions enumerated below.

WITNESSETH THAT, for and in consideration of the rent reserved herein, and the other

promises and agreements made by the parties hereto, Lessor does hereby lease and demise unto Lessee and Lessee does hereby accept and hire from Lessor the Premises above described, on the terms and conditions set forth herein, and the parties do hereby agree as follows:

1. **PURPOSE:** The leased Premises shall be occupied by Lessee for rodeo events and practice for such events. Lessee agrees to use said Premises only for the purposes stated herein. Lessee further agrees to use said Premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the County of Moffat, including but not limited to zoning and building laws and public health laws, and for no improper or questionable purpose whatsoever. Lessee shall be responsible for the use, operation, maintenance, management and care of the Premises during the term of this Lease.
2. **RENT:** The annual rent for the period from April 1, 2022, through December 31, 2021, shall be One Hundred Dollars (\$100.00), which shall be payable upon the signing of this Lease.
3. **TERM:** The term of the Lease continues through December 31, 2022.
4. **TERMINATION:** This Lease shall terminate under condition of breach by either party of the Lease Agreement. This Lease may be terminated by convenience by either Lessee or Lessor after September 30, 2022, so long as the party seeking to terminate the Lease provides at least thirty (30) days written notice to the other party.
5. **WEED CONTROL OF THE PREMISES:** It is agreed that Lessee will be responsible for weed management of all noxious weeds on the Premises.
6. **LESSOR'S OBLIGATIONS:** Lessor, in consideration of the leasing of said Premises, covenants and agrees to grant Lessee peaceable and quiet enjoyment of the Premises during all times that Lessee is not in default of this Lease. Lessor undertakes no other obligation to Lessee, express or implied, other than those obligations set forth herein, which may be amended from time to time by mutual written agreement of the parties. Notwithstanding the above, Lessor, shall have the right to enter upon the Premises at any time to inspect or monitor the Premises, as long as it does not directly interfere with Lessee's use of the premises under this Lease Agreement.

There are usable structures (fences and a seating area) on the Premises at present and Lessor agrees Lessee may use those structures, but Lessee must be willing to accept them as they are (in "as is" condition) and Lessor shall not be required to maintain the structures.
7. **LESSEE'S OBLIGATIONS:** Lessee, in consideration of the leasing of said Premises, covenants and agrees as follows:

- a. To pay the rent for said Premises as herein provided.
- b. To use said Premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the County of Moffat, the City of Craig, including but not limited to zoning and building and public health orders, and for no improper or questionable purpose whatsoever.
- c. To use said Premises only for the purposes stated herein. Lessee shall not store equipment on the Premises unless Lessor gives written permission to do so.
- d. Lessee shall equip, operate, and maintain the Premises according to industry standards for equine events and rodeo events, including posting the premises as required by Colorado statutes.
- e. To neither hold nor attempt to hold the Lessor liable for any injury or damage, either proximate or remote, occurring through or caused by reason of the negligence or default of the Lessee.
- f. To keep title to the Premises free and clear of all liens, encumbrances and security interests, and to pay in full all persons who perform labor on the Premises, and not to permit or suffer any mechanics' liens or materialmen's liens of any kind for any work done or materials furnished thereon at the request or demand of Lessee, or for the benefit or account of Lessee.
- g. Use of Premises for Non-Authorized Purposes: The failure by Lessee to observe or perform the requirement that the sole use of the Premises shall be for rodeo events and practice for rodeo events.
- h. To keep the Premises clean and, in the event the Lease is terminated whether by breach or by agreement, or by the end of its term, to yield and deliver possession of the Premises to Lessor in substantially as good a condition as when received.
- i. Environmental Compliance and Indemnity. Lessee covenants and agrees to conduct its business and operations on and from the Premises in accordance with all federal, state and local environmental laws, regulations, executive orders, ordinances and directives including, but not limited to, the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substances Control Act, and state law counterparts, and any amendments thereto, including, without limitation, the Colorado Hazardous Waste Management Act, C.R.S. § 25-15-101 *et seq.*, and not to cause, suffer or permit any damage or impairment to the health, safety or comfort of any person or to the environment at or on the Premises and surrounding property, including, but not limited to, damage or threatened damage to the

soil, surface or ground water resources at the Premises and surrounding property or any condition constituting a nuisance or causing a violation of or resulting in liability under any state, federal or local law, regulation or ordinance. The foregoing obligations of Lessee shall hereinafter collectively be referred to as the “Environmental Obligations.” In the event of any violation of, or failure to comply with, any of the Environmental Obligations, Lessee agrees, at its sole cost and expense, promptly to remedy and correct such violation or failure, including all required or appropriate clean up, clean up- related activities and all other appropriate remedial action. Lessee covenants and agrees to protect, indemnify and save Lessor harmless from and against any and all liability, obligations, claims, including administrative claims and claims for injunctive relief, loss, cost, damage, expense or liability, including without limitation, any liability arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, plus reasonable attorney fees, incurred by or asserted against Lessor resulting from any failure to comply with the provisions of this Paragraph 7 (i). Lessor shall have the right to defend itself in any action, suit or proceeding commenced against Lessor as a result of Lessee’s violation of or failure to comply with the provision of this Paragraph 7 (i), with attorneys and, as necessary, technical consultants chosen by Lessor, and Lessee agrees to pay to Lessor all reasonable attorney fees, consultant fees, and other costs in connection therewith incurred by Lessor. The provisions of this Paragraph 7 (i) shall survive the expiration or termination of this Lease.

8. **PERMANENT STRUCTURES:** Lessee shall not construct any permanent structure on Premises without prior written approval of Lessor. Construction of a permanent structure without the prior written approval shall be considered a default of this Lease. Any permanent structures built with the approval of Lessor shall be built in compliance with any State laws and regulations and the Moffat County Zoning and Building Codes.

9. **INSURANCE:** Lessee shall hold Lessor harmless from any claim or claims made by any person for injuries which may be suffered by such persons as a result of Lessee's use, operation, maintenance, management or care of the Premises or which result from the acts or omissions of the Lessee or any group, organization or person who occupies or utilizes the premises with the permission of the Lessee. Lessee shall secure this obligation by acquiring and maintaining general liability insurance coverage for all risks during the period of time when the Maybell Rodeo Club holds special rodeo events in the amount of One Million Dollars (\$1,000,000.00) per occurrence. Special events are scheduled to be held from June 24, 2022, through September 24, 2022. Lessee further covenants that in any and all insurance policies carried by the Lessee to protect against such risks, the Moffat County Board of County Commissioners shall be named as additional insured parties and loss payees. Lessee shall provide Lessor with appropriate Certificates of Insurance on or before the first day of the Lease Agreement.

Policies for such insurance shall be in a form and with an insurer reasonably acceptable to Lessor, shall require at least fifteen (15) days written notice to Lessor of termination or material alteration during the term of this Lease, and shall waive any right of subrogation against Lessor and all individuals and entities for whom Lessor is responsible in law. Lessee shall deliver to Lessor, on the commencement date of the term of this Lease and on each renewal of the Lease Agreement thereafter, certified copies or other evidence of its general liability policies, or other evidence satisfactory to Lessor that all premiums thereof have been paid and that the policies are in full force and effect.

10. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign or sublet this Lease or any interest therein without the written consent of the Lessor having first been obtained. Unless such written consent has been obtained, any assignment, subletting or transfer of this Lease or of any interest therein shall, at the option of the Lessor, terminate this Lease and any purported assignment, transfer or subletting without such consent shall be null and void.
11. **HOLD HARMLESS:** Lessee shall hold the Lessor harmless from any claim or claims made by any person for injuries which may be suffered by such persons by reason of the acts or omissions of the Lessee related the Lessee's use, operation, maintenance, management or care of the Premises. Lessee further agrees, to neither hold nor attempt to hold the Lessor liable for any injury or damage, either proximate or remote, resulting from Lessee's use of the Premises. Lessee shall indemnify and save Lessor harmless from any breach of the covenants contained herein.
12. **SURRENDER OF PREMISES:** At the conclusion of the Term hereof or in the event the Lease is terminated, Lessee shall yield and deliver possession of the Premises to Lessor and Lessee shall remove any items of property which were not already on the Premises when the Lease began, including trash, vehicles, equipment, or the like from the Premises. If Lessee does not remove such items, Lessor shall dispose of such items as Lessor deems appropriate and Lessee shall be responsible for the costs of such disposal. If Lessee holds over at the end of the Term hereof or after Lessor's timely notice of termination, Lessee shall be a Lessee at will, subject to eviction.
13. **ADJACENT CEMETERY:** Lessee recognizes that the Premises are adjacent to a cemetery and the Premises do not include the grounds in the cemetery.
14. **DEFAULT:** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee:
 - a. **Vacating the Premises:** The vacating or abandonment of the Premises by Lessee for a period of nine (9) months.
 - b. **Failure to Pay Rent:** The failure by Lessee to make any payment of rent as and when

due, where such failure shall continue for a period of fifteen (15) days after written notice thereof by Lessor to Lessee. If the failure to pay rent is not cured within fifteen (15) days of such notice, this Lease shall terminate and Lessor shall not thereafter be required to accept subsequently tendered cures.

- c. Failure to Pay Insurance: The failure by Lessee to provide Proof of Insurance to Lessor as set forth in Paragraph 9 of this Maybell Rodeo Lease Agreement.
- d. Failure to Perform: The failure by Lessee to observe or perform any of the covenants, conditions or provisions of the Lease to be observed or performed by the Lessee, where such failure shall continue for a period of thirty (30) days after written notice thereof by Lessor to Lessee.

In the event of a default, Lessor shall send written notice to Lessee of its intention to terminate the Lease. Lessee shall have thirty (30) days to remedy any default, except for payment of rent as described above.

- 15. **REMEDIES**: In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without demand and without limiting Lessor in the exercise of a right to remedy which Lessor may have by reason of such default or breach, pursue any remedy now or hereafter available to Lessor under the laws or judicial decision of Colorado.
- 16. **NOTICE**: All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by United States mail, to the party to be notified. Notice to Lessee shall be at the address set forth above. Notice to Lessor shall be at the address set forth above.
- 17. **BINDING EFFECT**: This agreement shall be binding upon the heirs, successors, personal representatives and assigns of the parties hereto.
- 18. **NO WAIVER OF GOVERNMENTAL IMMUNITY**: Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties have subscribed their names this 14th day of June, 2022.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, Lessor

By: _____
Donald Broom, Chairman

ATTEST:

STATE OF COLORADO)
)§
COUNTY OF MOFFAT)

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

WITNESS, my hand and the seal of said County this 14th day of June, 2022.

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

MAYBELL RODEO CLUB, Lessee

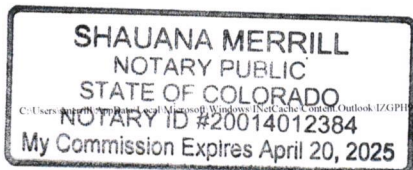
By: Kacey Lyons
Kacey Lyons, President,
Maybell Rodeo Club

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

The forgoing documents were signed and acknowledged before me by Kacey Lyons, President, for Maybell Rodeo Club, this 7th day of June, 2022.

Witness my hand and official seal.

Shauana Merrill
Notary Public



AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 14th day of June, 2022 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and **Equalized Productions LLC**. ("Contractor"), whose address is 529 Gray street, Arvada, CO 80002 and whose telephone number is 720-639-6571.

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

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

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

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

Article 1 - Scope of Work.

1. The Contractor shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, to **Install Speakers and Head End of the Outdoor Arena at the Moffat County Fairgrounds** attachments below.

Exhibit "A" Quote #2137 dated 5/3/2022 from Equalized Productions LLC

Exhibit "B" Quote #2138 dated 5/3/2022 from Equalized Productions LLC

Exhibit "C" Quote #2139 dated 5/3/2022 from Equalized Productions LLC

Article 2 - Time of Performance.

- 2.1 Services of the Contractor shall commence on 6/14/2022, and shall be substantially completed on or before 10/28/2022, no matter the date of execution of this Agreement.

Article 3 Compensation/Appropriation.

- 3.1 The amount to be expended pursuant to this Agreement shall be **Sixty-Two Thousand Seven Hundred dollars and 22/100 cents (\$62,700.22)** subject to additions and deductions pursuant to authorized change orders. The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.
- 3.2 Non-Appropriation: Each party hereto agrees that the revenues and expenditures hereunder shall *constitute current expenditures and revenues payable and receivable in the fiscal years for which funds* are appropriated for the payment thereof. The obligations of the parties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.
- 3.3 LIQUIDATED DAMAGES: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 2.1 above. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Fifty dollars (\$50.00) for each day that expires after the time specified in paragraph 2.1 for substantial completion until the Work is substantially complete.

Article 4 – Payment procedures

CONTRACTOR shall submit Applications for Payment to the DEVELOPMENT SERVICES DEPARTMENT for processing.

- 4.1 PROGRESS PAYMENTS: MOFFAT COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payments as recommended by the DEVELOPMENT SERVICES DEPARTMENT, as provided below and concurrent with Moffat County's payment procedures. All progress payments will be based on the progress of the work measured.
- 4.2 Prior to Substantial Completion, progress payments will be in an amount equal to:
- 95% of the work completed, and
 - 95% of materials and equipment not incorporated in the work but delivered and suitably stored less in each case the aggregate of payments previously made.
- 4.3 Upon Substantial Completion, BOCC shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as DEVELOPMENT SERVICES DEPARTMENT shall determine.
- 4.4 FINAL PAYMENT: Upon final completion and acceptance, BOCC shall pay the remainder of the Contract Price as recommended by the DEVELOPMENT SERVICES DEPARTMENT. The final payment shall not be made until after final settlement of this contract has been duly advertised at least ten days prior to such final payment by publication of notice thereof at least twice in a public newspaper of general circulation published in Moffat County, and the Board of County Commissioners has held a public hearing, thereupon and complied with §38-26-107 C.R.S. as amended. Final payment shall be made in accordance with the requirements of previously mentioned statute.
- Final Payment shall not become due unless and until the following conditions precedent to Final Payment have been satisfied: (a) Approval and acceptance of Contractor's work by Moffat County; (b) delivery to Moffat County of all manuals, "as-built" drawings, guarantees and warranties for material and equipment furnished by Contractor, or any other documents required by the Contract Documents; (c) furnishing to BOCC satisfactory evidence by Contractor that all labor, material accounts, and subcontractor accounts incurred by contractor in connection with his Work have been paid in full.
- 4.5 If any dispute arises as to the Work performed pursuant to this Agreement or the payment for Work performed pursuant to this Agreement, such dispute must be resolved so far as it is possible in the same year when the Work is performed and money has been appropriated for said Work. If there is no communication or attempt to timely resolve the problem(s) with either the Work or the payment therefor, then BOCC shall no longer be required to pay for said Work and shall be relieved of any and all liability to Contractor for such nonpayment

Article 5 - Records, Reports, and Information.

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

Article 6 - Audits and Inspections.

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

Article 7 - Independent Contractor.

The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of, nor have any contractual relationship with the BOCC.

- 7.1 Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.
- 7.2 None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

Article 8 - No Assignment.

The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

Article 9 - Illegal Aliens – Public Contracts.

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

- A. Contractor shall not:
- i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - ii. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
- C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
- D. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:
- i. Notify the subcontractor and BOCC within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- E. Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
- F. If Contractor violates this provision of this Contract, BOCC may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor shall be liable for actual and consequential damages to BOCC as required

by law. BOCC will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and BOCC terminates the Contract for such breach.

Article 10 - Compliance with Laws.

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

Article 11 - Indemnification.

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

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

Article 12 - Insurance.

At all times during the term of this Agreement, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance:

in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

Comprehensive General Liability, including broad form property damage: \$1,000,000.00 per person and \$1,000,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

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

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

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

Article 13 - Document Ownership - Works Made for Hire.

All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections.

The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative

works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

Article 14 - Inspections, corrections, removal, or acceptance of defective work

14.01 Notice of Defects

A. Prompt notice of all defective Work of which BOCC has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 14. Notice shall be hand-delivered, emailed, or sent by US mail at the discretion of the BOCC.

14.02 Acknowledgement of Notice by Contractor

Contractor shall respond to BOCC's notice of defective work within 7 days after receiving such notice.

14.03 BOCC May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, BOCC may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

14.04 Correction or Removal of Defective Work

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by BOCC, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages arising out of or relating to such correction or removal.

14.05 Correction Period

A. If within 30 days year after the date for time of performance or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the BOCC's property or areas made available for Contractor's use by BOCC or permitted by Laws and Regulations is found to be defective, Contractor shall promptly, without cost to BOCC and in accordance with BOCC's written instructions:

1. Correct such defective Work; or
2. if the defective Work has been rejected by BOCC, remove it from the Project if possible and replace it with Work that is not defective, and
3. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or BOCC's property or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of BOCC's written instructions, or in an emergency where delay would cause serious risk of loss or damage, BOCC may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages arising out of or relating to such correction or repair or such removal and replacement will be paid by Contractor.

14.06 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, BOCC prefers to accept it, BOCC may do so. Contractor shall pay all claims, costs, losses, and damages attributable to BOCC's evaluation of and determination to accept such defective Work and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and BOCC shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

14.07 BOCC May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice of defective Work from BOCC to correct defective Work, or to remove and replace rejected Work as required by BOCC, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, BOCC may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

In the event that the Contractor does not acknowledge notice of defective Work from BOCC, BOCC may refuse to pay whole or any part of any payment owed to contractor to protect BOCC from Loss because:

1. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
2. the Contract Price has been reduced by Change Orders;
3. BOCC has been required to correct defective Work or complete Work in accordance with Paragraph 14.07

IN THE EVENT THE CONTRACTOR ABANDONS THE WORK OR CEASES TO COMMUNICATE WITH THE BOCC, AND THE CALENDAR YEAR IN WHICH THE BOCC HAS APPROPRIATED FUNDS HAS PASSED, THEN THE BOCC SHALL NOT BE LIABLE TO PAY CONTRACTOR FOR ANY WORK PURSUANT TO THIS AGREEMENT.

Article 15 Termination for Cause.

15.01 If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Contractor, the BOCC may withhold payments due under Paragraph 4, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Contractor is determined.

15.02

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment.)
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, BOCC may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:

1. Exclude Contractor from the Site, and take possession of the Work.
2. Incorporate in the Work all materials and equipment stored at the Site or for which BOCC has paid Contractor but which are stored elsewhere; and
3. Complete the Work as BOCC may deem expedient.

C. If BOCC proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages sustained by BOCC arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to BOCC.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by BOCC, the termination will not affect any rights or remedies of BOCC against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by BOCC will not release Contractor from liability.

Article 16 - Termination for Convenience.

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

Article 17 - Conflict of Interest.

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

Article 18 - Modifications.

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

Article 19 - Governing Law.

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

Article 20 - Severability.

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

Article 21 - Notices.

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

BOCC's Representative:

Donald Broom
MCBOCC Chair
221 West Victory Way, Suite 130
Craig, CO 81625
(970) 824-5516

Contractor:

Dave Kistler
Equalized Productions, LLC.
5529 Gray Street
Arvada, CO 80002
(720) 639-6571

Article 22 - Headings.

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

Article 23 - Authority.

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

Article 24 - Counterparts and Facsimile Signatures.

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

Article 25 - Force Majeure.

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

Article 26 - Integration of Understanding.

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

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

By: _____
Donald Broom, Chair

ATTEST:

Clerk to the Board

CONTRACTOR:
Equalized Productions, LLC

By: _____
Dave Kistler

(STATE OF COLORADO
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____.

MY COMMISSION EXPIRES: _____

Notary Public

Address of Notary Public

To Whom it may Concern,

I, Miranda Kawcak, am interested in fulfilling the vacant Environment Alternative seat on the Moffat County Land Use Board. I am a resident of Moffat County and was born and raised in the Yampa Valley. I feel that I am a good candidate for this position and hold a strong background in environmental. I graduated from the University of Wyoming with a degree in civil engineering. I have since obtained my Professional Engineering license with an emphasis in environmental and water resources. I am currently employed by Peabody Energy at the Twentymile Mine as the Environmental manager, overseeing the permitting and reclamation which has exposed me to a broad range of environmental aspects.

I appreciate your consideration and hope that you will give me an opportunity to bring valuable knowledge to the table that could benefit Moffat County.

Sincerely,

Miranda Kawcak

Miranda Kawcak

NOTICE OF PUBLIC MEETING

Moffat County has filed
a pre-application with the U.S. Department of Agriculture, Rural Development. for financial
assistance to acquire and/or develop 1198 W. Victory Way, Craig, CO 81625

The area to be served by the proposed project is: Moffat County

A meeting regarding the proposed project will be held on June 14, 2022 at
8:45 AM at the following location: Craig, CO 81625

The public is invited to attend this meeting and to provide comments on the proposed project.

<u>Name of Applicant Official</u>	<u>6/14/22</u>
<u>Donald Broom, BOCC Chair</u>	<u>Date</u>
<u>Title of Applicant Official</u>	

**This notice must be published at least 10 days prior to the meeting, and
posted at the Applicant's principal office.**

BOCC MEETING

MOFFAT COUNTY PLANNING DEPARTMENT

June 14, 2022

- Schreiner Replat – S-21-03 - This is a replat of lots 2 and 3 owned by the applicant. Both lots are over 5 acres. Both lots will have access off of MCR 31. The Planning Commission approved the application.
- Fredrickson CUP – C-22-03 - Applicant wants to put in dwellings for temporary workers.

Agenda items #1 was advertised in the paper on May 20, 2022; Agenda item #2 was advertised in the paper on May 27, 2022.

Moffat County Planning Commission

June 7, 2022

Application: S-21-03 - Replat of Lots 2 and 3 of Schreiner Subdivision

Applicant: Kelly and Janet Hayes

Description: Replat

Regulation Reference: Section 7.020 – Resubdivision procedures

Location: Lots 2 and 3 of Schreiner Subdivision, 321 MCR 31

Access: West on Hwy 40 to MCR 183 (Bypass); left onto MCR 7; right onto MCR 31; 321 MCR 31

Staff Comments: This is a replat of lots 2 and 3 owned by the applicant. Both lots are over 5 acres. Both lots will have access off of MCR 31.

Attachments: Copy of application and plat.

Results:

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

No. # S- 21-03
Fee: \$100.00
Date Paid 4-26-21

APPLICATION FOR REPLAT

Owner: Kelly Hayes Phone #: 970-629-8627

Email address: bluenun44@hotmail.com

Address: 321 CR 31

Applicant: Kelly Hayes Phone #: 970-629-8627

Address: 321 CR 31

Surveyor: Peters Enterprises Inc. Phone #: 970-824-3435

Address: 1790 W. Victory Way

Legal Description of property: Section 26 Township TN Range 91W Subdivision Schreiner

Lots to be replated: 2 and 3

Describe reason for request:

To make 5 acres more usable.

Provide the following attachments:

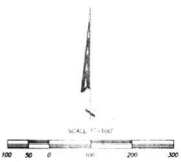
- A. Mylar Land Survey Plat and 3 copies drawn by a licensed surveyor showing the legal description and acreage of the total property and the proposed changes.
- B. Copy of the deed, verifying proof of ownership.
- C. Names and mailing addresses of adjacent property owners, together with a map showing location of subject property and the property owned by the adjacent owners.

Submitting Application

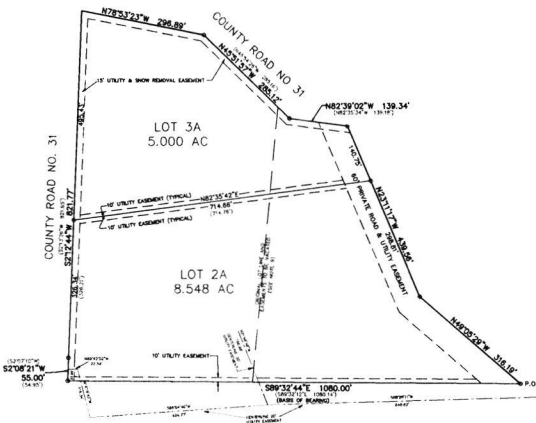
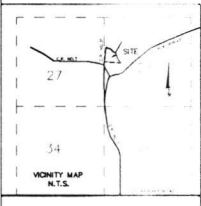
Application, maps and accompanying textual documents must be turned in to the Planning Department 21 days before the next Planning Commission Meeting. The Planning Commission meets the first Tuesday of each month. The application will be presented to the Planning Commission for their recommendation and then, on the second Tuesday of each month, to the Board of County Commissioners for final approval. A notice of these hearings will be mailed to all adjacent landowners and will be advertised in the Legal Section of the Craig Daily Press.

Applicant Signature: Kelly Hayes Date: 4-26-2021

THE REPLAT OF LOTS 2 AND 3, SCHREINER SUBDIVISION
SECTION 26, T7N, R91W, MOFFAT COUNTY, COLORADO



- NOTES:
- 1) WATER SUPPLY: PRIVATE WELL OR CISTERN.
 - 2) SEWAGE DISPOSAL: SEPTIC TANK & LEACH FIELD.
 - 3) DRAINAGE: ADEQUATE.
 - 4) # SET BY MEASUREMENT (AS SHOWN) 17' OUT OF GROUND.
 - 5) # FOUND BY MEASUREMENT 17' OUT OF GROUND.
 - 6) 2 LOTS = 13.548 AC.
 - 7) THE SOUTH LINE OF LOT 1 IS CONSIDERED TO BEAR S89°21'21"E BETWEEN EXISTING #4 MARKS.
 - 8) THIS SURVEY DOES NOT CONSTITUTE A FIELD SEARCH FOR OWNERSHIP, RIGHT-OF-WAYS OR EASEMENTS OF RECORD. THE OWNERSHIP, RIGHT-OF-WAYS AND EASEMENTS OF RECORD, LINES & AGREEMENTS RELIED UPON THE CLIENT.
 - 9) THE REASON FOR THIS REPLAT IS TO CHANGE THE LOT LINE BETWEEN LOTS 2 & 3, AND TO WAGATE THE ORIGINAL AGREEMENTS AND LOT LINE BETWEEN THEM.
 - 10) WAGATE: DEDICATED FIELD DIMENSIONS.



SURVEYOR'S CERTIFICATE

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 records, examination and belief and conforms with the appropriate standards of practice in the State of Colorado. This certificate does not constitute a guaranty or warranty, either expressed or implied.

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

DEDICATION

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

Lot 2 and 3, of the Subdivider Subdivision according to the Plat thereof filed on November 20, 1997 or Reception No. 1997L4840

Containing 13.548 acres more or less, under the name and title of "THE REPLAT OF LOTS 2 AND 3, SCHREINER SUBDIVISION", 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.

WELLS FARGO HOME LOANS

KELLY W. HAYNES JANET E. HAYNES BY _____
321 COUNTY ROAD NO. 31 321 COUNTY ROAD NO. 31
ORAD, CO. 81825 ORAD, CO. 81825 AS
P.O. BOX 10335
DES MONIES, IA 50306

NOTARIAL CERTIFICATE

STATE OF COLORADO }
COUNTY OF MOFFAT } SS
The above and foregoing instrument was acknowledged before me this ____ day of _____ A.D., 2002, by KELLY W. HAYNES and JANET E. HAYNES.

Witness my hand and seal _____
NOTARY PUBLIC

My commission expires _____

NOTARIAL CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS
The above and foregoing instrument was acknowledged before me this ____ day of _____ A.D., 2002, by _____ AS _____ of Wells Fargo Home Loans.

Witness my hand and seal _____
NOTARY PUBLIC

My commission expires _____

COUNTY COMMISSIONER'S APPROVAL

THE ABOVE DEDICATION AND PLAT IS HEREBY APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 2002.

BY: _____
CHAIRMAN

ATTEST: _____
COUNTY CLERK

PLANNING COMMISSION APPROVAL

APPROVED BY THE MOFFAT COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 2002.

CHAIRMAN _____

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., 2002.

Reception No. _____

MOFFAT County Clerk & Recorder _____
By _____

MARK A. ANSOZIZIS
1790 N. WASHINGTON AVE
ORAD, CO. 81825
21025

Moffat County Planning Commission

June 7, 2022

Application: C-22-03

Applicant: Dennis Fredrickson

Description: Temporary Dwellings

Regulation Reference: Section 410.3 - Conditional Uses in an Agriculture District

Location: Section 3; T7N; R90W

Access: North on Highway 13 for 5.6 miles; then left.

Staff Comments: Applicant wants to put in dwellings for temporary workers.

Attachments: Copy of application, maps and other information.

Results:

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

NO. C- 22-03
Fee: \$200.00
Date Paid _____

APPLICATION FOR CONDITIONAL USE

Applicant: Dennis Fredrickson Phone #: 970-824-6700
Email address: dennis@fredricksoncontracting.com
Address: P.O. Box 1677 CRAIG CO 81626
Landowner: Dennis Fredrickson Phone #: 970-824-6700
Address: 37399 Hwy 13 CRAIG CO 81625
Agent, if any _____ Phone #: _____
Address: _____
Acreage: _____ Zoned: Residential
Legal Description: Address: _____ Section: 3 Township: 7N Range: 90W
Driving Directions: N of Craig 5.6 miles on Hwy 13
Left turn 37565 Hwy 13

Proposed Use (Describe in Detail): add 4 man camps for
temporary dwellings

Proposed Starting Date: July-2022 Proposed Completion Date: _____

Attach copies of state and / or federal permit applications, if applicable.
Attach copies of state and / or federal reclamation bonds, if applicable.

Indicate type of water system: Public () Private () Existing (X)
Indicate type of sewage system: Public () Private () Existing (X)

Indicate any plans for buildings and structures (permanent or temporary) to be located on this land.
Include any applicable site plans and elevation plans.

4-portable man camp dwelling

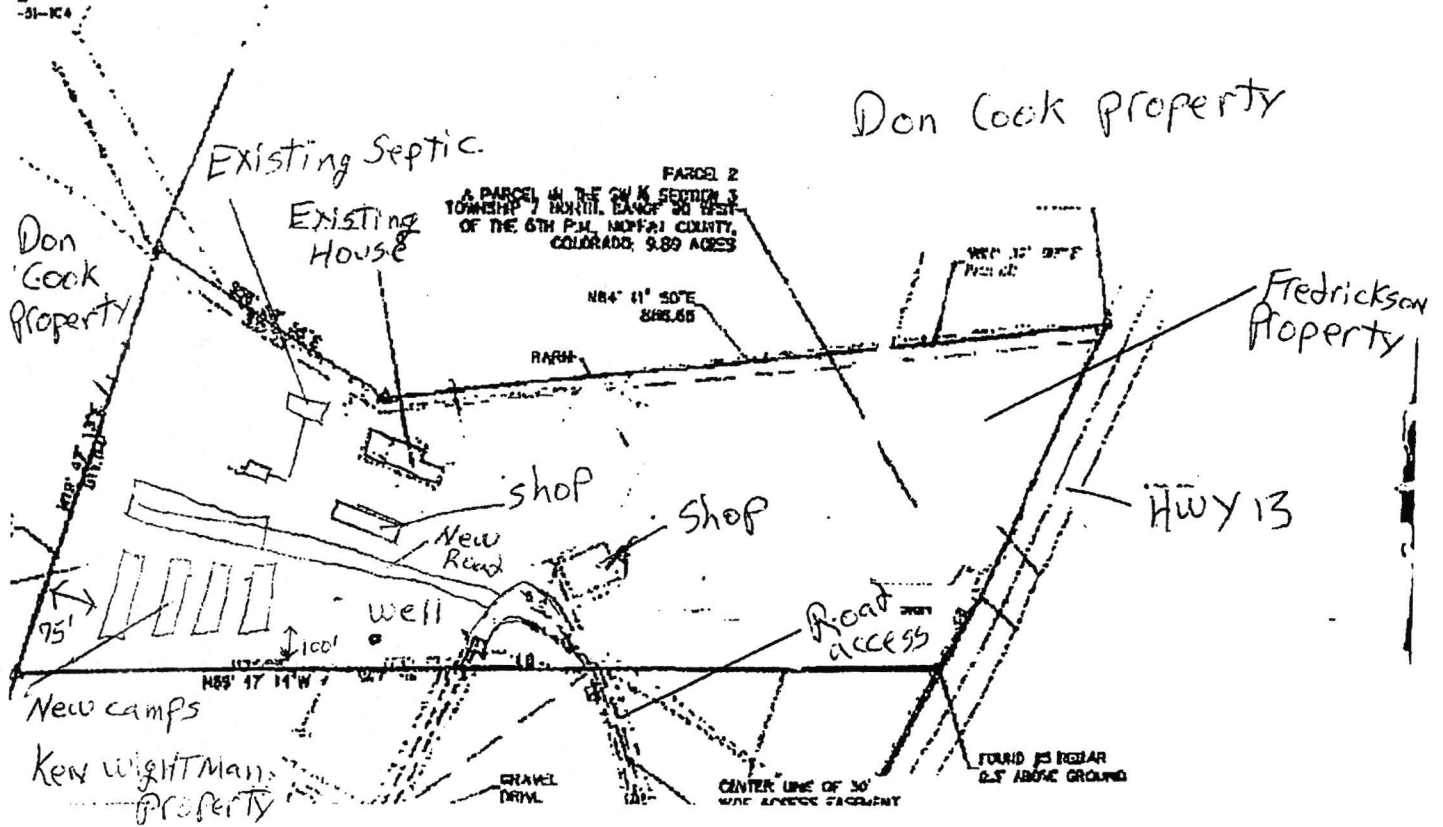
Applicant / Agent Signature: Dennis Fredrickson Date: 5-20-2022

Landowner Signature: Dennis Fredrickson Date: 5-20-2022
Or copy of lease contract.

37399 Hwy 13
CRAIG CO 81625

IMPROVEMENT SURVEY PLAT
OF A TRACT OF LAND LOCATED IN THE SW ¼ OF SECTION 3
TOWNSHIP 7 NORTH, RANGE 90 WEST OF THE 6TH P.M.,
MOFFAT COUNTY, COLORADO

TE OF
F. 103
1. 101
1. (0)
2.
-31-KC4



Moffat County Courthouse



1917



1930s



1962



New Courthouse Project



MOFFAT COUNTY COURTHOUSE - SITE MASTER PLAN



The new Moffat County Courthouse Occupancy Expected January 2023

Combines Existing Courthouse Offices; Extension Office; Department of Human Services; Veterans Services; Public Health, and the County Employee Wellness Clinic into one building

New building will be more efficient and less costly to maintain

Consolidating into One Building Reduces Costs

Maintaining one new building verses 4 old buildings.

Utility Costs are \$87,000 per year for the Courthouse; \$101,979 for all 4 buildings.

Projected Utilities for new Courthouse and administration offices is \$70,000 per year.

Once vacated, the buildings cannot remain as county property and will be sold.

Tax Revenue

Purchased the vacant Kmart building in 2020 which removed \$45,000 from the property tax roll

About \$30,000 Tax Revenue could be recovered:

- Sell Extension Office 539 Barclay Street.
- Sell Department of Human Services Building 595 Breeze Street.
- Sell Employee Wellness Clinic at 551 Tucker Street.
- Demolish the Old Courthouse and use the site as an incentive to bring in economic development.

State of the Old Courthouse

The building needs a lot of costly work.



Plumbing piping is rotted throughout

Electrical not adequate

No Fire Protection

Air Handling not adequate

Not practical to repurpose building because of its condition and cost



BOCC 06/14/2022

Moffat County Courthouse
Project Update



Contract timeline is 11/15/21 – 01/10/23

1. Exterior walls in Public Health and Commissioner Offices framing and insulation installed
2. Excavation started for maintenance building and new vestibule
3. Passed flow test for fire sprinklers
4. Old RTU's have been removed, new units are on site
5. Solar tube sky lights are installed
6. Drywall hard ceilings have started to be installed
7. Most of the East side of the building painted
8. Schedule, 4 week look ahead
9. BHI Pay App #7 in the amount of \$1,374,346.00
10. Treanor HL Pay App #6 in the amount of \$50,985.00
11. NWCC 6/3/2022 in the amount of \$6,614.00
12. Contingency Log















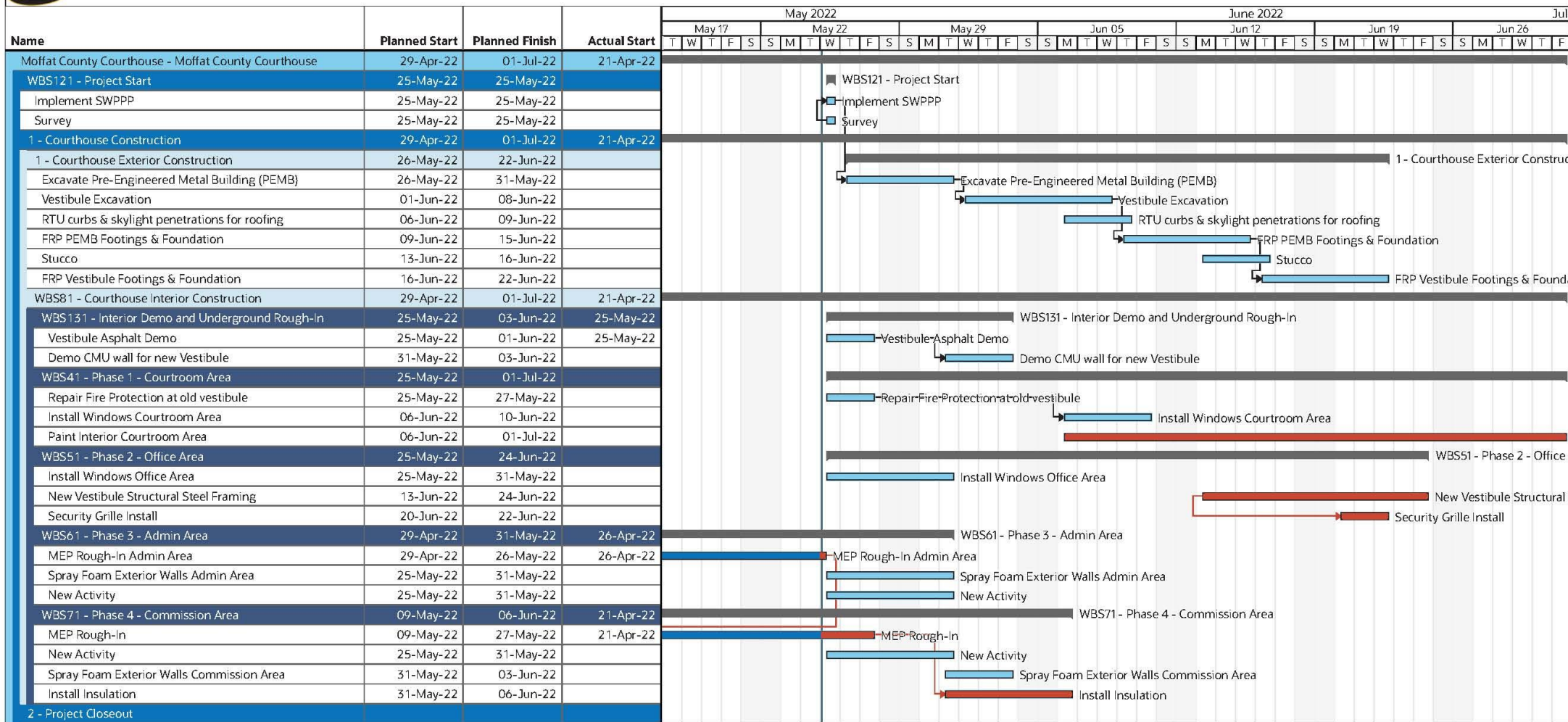






Moffat County Courthouse

4-Week Look Ahead Schedule



■ Current
■ Progress
■ Critical
◆ Milestones
▬ Summary

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 171018

To Owner: Moffat County Colorado Court
221 West Victory Way #300
apitts@treanorhl.com
Craig, CO 81625

Project: 66101-0000 CO_Moffat County Court House

Application No.: 7
Period To: 5/31/2022

Distribution to:

Owner

Architect

Contractor

From Contractor: BH INC
1175 EAST 2000 SOUTH
VERNAL, UT 84078

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$18,535,618.00
2. Net Change By Change Order	\$225,450.63
3. Contract Sum To Date	\$18,761,068.63
4. Total Completed and Stored To Date	\$8,922,143.12
5. Retainage:	
a. 5.00% of Completed Work	\$446,107.16
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$446,107.16
6. Total Earned Less Retainage	\$8,476,035.96
7. Less Previous Certificates For Payments	\$7,101,689.96
8. Current Payment Due	\$1,374,346.00
9. Balance To Finish, Plus Retainage	\$10,285,032.67

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$225,450.63	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$225,450.63	\$0.00
Net Changes By Change Order	\$225,450.63	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BH INC

By: [Signature] Date: 4/1/22

State of: Utah County of: MUintah
Subscribed and sworn to before me this 1 day of June 2022
Notary Public: Tina Dansie
My Commission expires: Feb. 27, 2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$1,374,346.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 7
 Application Date : 05/31/22
 To: 05/31/22
 Architect's Project No.:

Invoice #: 171018

Contract : 66101-0000 CO_Moffat County Court House

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
01.00	General Conditions	147,248.00	96,500.00	12,500.00	0.00	109,000.00	74.02%	38,248.00	
01.01	Payment Bond	183,414.00	183,414.00	0.00	0.00	183,414.00	100.00%	0.00	
01.02	Supervision	325,600.00	163,400.00	27,000.00	0.00	190,400.00	58.48%	135,200.00	
01.03	GC Fee	1,329,979.00	513,196.12	94,350.00	0.00	607,546.12	45.68%	722,432.88	
01.04	Contingency Allowance	175,509.65	84,525.00	27,463.00	0.00	111,988.00	63.81%	63,521.65	
02.01	Division 02 - Existing Conditions	221,178.00	221,178.00	0.00	0.00	221,178.00	100.00%	0.00	
03.01	Division 03 - Concrete	125,350.00	125,350.00	0.00	0.00	125,350.00	100.00%	0.00	
04.01	Division 04- Masonry	324,250.00	324,250.00	0.00	0.00	324,250.00	100.00%	0.00	
05.01	Division 05 - Metals	27,600.00	13,000.00	0.00	0.00	13,000.00	47.10%	14,600.00	
06.01	Division 06 - Wood, Plastics And Composites	559,100.00	110,530.00	0.00	0.00	110,530.00	19.77%	448,570.00	
07.01	Division 07 - Thermal And Moisture Protection	1,556,292.00	116,886.00	0.00	0.00	116,886.00	7.51%	1,439,406.00	
08.01	Division 08 - Openings	1,153,647.00	235,755.00	0.00	0.00	235,755.00	20.44%	917,892.00	
09.01	Division 09 - Finishes	4,013,962.00	2,129,979.00	451,805.00	0.00	2,581,784.00	64.32%	1,432,178.00	
10.01	Division 10 - Specialties	123,297.00	0.00	0.00	0.00	0.00	0.00%	123,297.00	
12.01	Division 12 - Furnishings	3,574.00	0.00	0.00	0.00	0.00	0.00%	3,574.00	
13.01	Division 13 - Special Construction	183,268.00	177,800.00	0.00	0.00	177,800.00	97.02%	5,468.00	
21.01	Division 21 - Fire Suppression	175,000.00	167,500.00	0.00	0.00	167,500.00	95.71%	7,500.00	
22.01	Division 22 - Plumbing	967,151.00	618,905.00	41,948.00	0.00	660,853.00	68.33%	306,298.00	
23.01	Division 23 - HVAC	1,831,400.00	826,549.00	377,615.00	0.00	1,204,164.00	65.75%	627,236.00	
26.01	Division 26- Electrical	3,389,365.00	1,194,840.00	308,627.00	0.00	1,503,467.00	44.36%	1,885,898.00	
27.01	Division 27- Communications	1,019,470.00	143,906.00	74,665.00	0.00	218,571.00	21.44%	800,899.00	
31.01	Division 31- Earthwork	423,413.00	28,000.00	30,707.00	0.00	58,707.00	13.87%	364,706.00	
32.01	Division 32- Exterior Improvements	152,060.00	0.00	0.00	0.00	0.00	0.00%	152,060.00	
99.01	CO#1 Roofing Material Increase	225,450.63	0.00	0.00	0.00	0.00	0.00%	225,450.63	
99.02	PCO #1	60,033.35	0.00	0.00	0.00	0.00	0.00%	60,033.35	
99.03	PCO #5	35,104.99	0.00	0.00	0.00	0.00	0.00%	35,104.99	
99.04	PCO #6	-5,634.00	0.00	0.00	0.00	0.00	0.00%	-5,634.00	
99.05	PCO #04	7,679.96	0.00	0.00	0.00	0.00	0.00%	7,679.96	
99.06	PCO #08	3,532.52	0.00	0.00	0.00	0.00	0.00%	3,532.52	
99.07	PCO #09	23,773.53	0.00	0.00	0.00	0.00	0.00%	23,773.53	
Grand Totals		18,761,068.63	7,475,463.12	1,446,680.00	0.00	8,922,143.12	47.56%	9,838,925.51	446,107.16

BHI	
Contract	\$18,535,618.00
Change Orders	\$225,450.63

Total	\$18,761,068.63
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Pay Applications	Through 5/4/22
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BHI	
#1	\$ 193,414.00
#2	\$ 133,855.00
#3 1/31/2022	\$ 2,023,297.65
#4 3/1/2022	\$ 2,093,268.00
#5 4/1/2022	\$ 1,495,428.25
#6 5/2/2022	\$ 1,291,425.25
#7 5/31/2022	\$ 1,374,346.00
Total	\$ 8,605,034.15

Treanor HL	
#1	\$ 15,622.38
#2 1/31/2022	\$ 14,400.00
#3 2/28/2022	\$ 30,292.50
#4 3/31/2022	\$ 40,417.00
#5 5/4/2022	\$ 14,400.00
#6 5/31/2022	\$ 50,985.00
Total	\$ 166,116.88

NWCC	
1/15/2022	\$ 587.20
2/17/2022	\$ 6,022.00
3/15/2022	\$ 3,845.00
6/3/2022	\$ 6,614.00
Total	\$ 17,068.20

Total Expenses through 5/10/22	\$ 8,788,219.23
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Moffat County Courthouse Project - PCO Log



Contractor: BHI Architect: TreanorHL
 1175 E. 2000 S. 1811 Baltimore Ave
 Vernal, UT 84078 Kansas City, MO 64108

Contingency Amount \$300,000.00

PCO #	Description	ISSUE DATE	RESPONSE DATE	CHANGE ORDER	CONTINGENCY AMOUNT	CO #	Days	Status
10	Revise ASI#01 Site Lighting	2/16/2022	2/16/2022		-8,611.00			FULLY EXECUTED.
11	Additional Electrical Panel	3/14/2022			\$2,310.83			FULLY EXECUTED.
12	Increased Concrete Thickness	3/14/2022			\$24,073.35		5	Fully Executed, Treanor to send out CO for 5 days
13	Concrete Ramps	3/14/2022			\$5,105.25		2	Declined
14	Glass Material Increase	3/16/2022			\$11,926.68			Declined (& Revisited)
15	PR #09 - Shop Finishes, mailboxes, electrical etc.	2/3/2022	4/13/2022		\$15,852.80			FULLY EXECUTED.
16	Electrical Room pad demo & cut	4/4/2022	4/13/2022		\$1,678.05			FULLY EXECUTED.
17	Glass Material Increase (negotiated 1/2 to Owner, 1/2 to Sub)	4/4/2022	4/13/2022		\$5,963.34			FULLY EXECUTED.
18	PR #10 - Plumbing fixtures, Court Clerk and Judge Bench	3/16/2022	4/13/2022		\$12,405.43			FULLY EXECUTED.
19	PR #11 Development Office & electrical changes	3/30/2022	4/13/2022		\$12,876.49		2	FULLY EXECUTED, Treanor to send out CO for 2 days
20	PR #12 - Technology Updates	4/27/2022			\$609.94			Sent, waiting for approval
21	Maple to Walnut Price Difference	4/27/2022			\$27,552.89			Declined
22	PR #13 - Research Room Power	5/11/2022			\$1,015.46			Sent, waiting for approval
23	Concrete Islands	5/11/2022			\$10,655.60			Declined
24	Spray Foam Material Increase	5/25/2022			\$3,366.33			FULLY EXECUTED.
25	PR #14 Icemaker in BREAK 0040	5/11/2022						Getting pricing from Subcontractors
26	Restroom 6' Lighting	5/25/2022			\$3,163.91			FULLY EXECUTED.
	PR #15 BREAK 0040 Cabinet add back plus 1	6/7/2022						Getting pricing from Subcontractors
	Tile Material Increase							Getting pricing from Subcontractors
	PR #08 - Foundations & AV 2702 Casework	2/10/2022						Getting pricing from Subcontractors
				Approved Totals	\$ 225,450.63	\$200,601.85		
				Current Contingency Remaining	\$99,398.15			

**EXHIBIT D
FORM OF REQUISITION**

REQUISITION NO. 16 Dated: 6/14/2022

To: BOKF, N.A., as Trustee
Attention: Corporate Trust Services/Keith Papantonio
Facsimile number: _____

The undersigned County Representative (the "County Representative") of and for Moffat County, Colorado (the "County"), as the lessee's representative under the Lease Purchase Agreement, dated as of May 27, 2021 (the "Lease"), between BOKF N.A., as Trustee, as lessor, and the County, as lessee, hereby requisitions the following sum from the Construction Fund established under the Indenture of Trust, dated as of May 27, 2021 (the "Indenture"), entered into by BOKF N.A., as Trustee, and in connection with such request, certifies as follows:

Amount: \$ 1,374,346.00

Name and Address of Payee: BH, Inc
1175 East 2000 South
Vernal, UT 84078

Wire Instructions (if applicable): Master Payment Instructions

Describe Nature of Obligation: General Contractor Courthouse Construction.
Pay App #7 Completed and stored to date see attached.

The County Representative further certifies that:

- (a) the obligation described above has been properly incurred, is a proper charge against the Construction Fund and has not been the basis of any previous withdrawal or requisition;
- (b) all conditions required by the Lease and the Indenture to be met prior to the disbursement of the above amount have been satisfied;
- (c) the disbursement requested is due and payable and will be used for the "Costs of the Project" permitted under the Lease and the Indenture;
- (d) the County is not in breach of any of the agreements contained in the Lease; and
- (e) No Event of Default or Event of Nonappropriation has occurred and is continuing.

MOFFAT COUNTY, COLORADO

By: _____
County Representative Donald Broom

**EXHIBIT D
FORM OF REQUISITION**

REQUISITION NO. 15 Dated: 6/14/22

To: BOKF, N.A., as Trustee
Attention: Corporate Trust Services/Keith Papantonio
Facsimile number: _____

The undersigned County Representative (the "County Representative") of and for Moffat County, Colorado (the "County"), as the lessee's representative under the Lease Purchase Agreement, dated as of May 27, 2021 (the "Lease"), between BOKF N.A., as Trustee, as lessor, and the County, as lessee, hereby requisitions the following sum from the Construction Fund established under the Indenture of Trust, dated as of May 27, 2021 (the "Indenture"), entered into by BOKF N.A., as Trustee, and in connection with such request, certifies as follows:

Amount: \$ 50,985.00

Name and Address of Payee: Treanor HL, Inc.
1040 Vermont St.
Lawrence, KS 66044

Wire Instructions (if applicable):

Describe Nature of Obligation: Architectural Services for Phase 3 construction contract

The County Representative further certifies that:

- (a) the obligation described above has been properly incurred, is a proper charge against the Construction Fund and has not been the basis of any previous withdrawal or requisition;
- (b) all conditions required by the Lease and the Indenture to be met prior to the disbursement of the above amount have been satisfied;
- (c) the disbursement requested is due and payable and will be used for the "Costs of the Project" permitted under the Lease and the Indenture;
- (d) the County is not in breach of any of the agreements contained in the Lease; and
- (e) No Event of Default or Event of Nonappropriation has occurred and is continuing.

MOFFAT COUNTY, COLORADO

By: _____
County Representative Donald Broom

TREANORHL

Roy Tipton
 Moffat County, CO
 221 W. Victory Way
 #200
 Craig, CO 81625

May 31, 2022
 Project No: JS0884.2001.01
 Invoice No: 49568

Project JS0884.2001.01 Moffat County Courthouse
Professional Services from May 1, 2022 to May 31, 2022
FEE

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design- Courthouse	57,600.00	100.00	57,600.00	57,600.00	0.00
Design Development- Courthouse	76,800.00	100.00	76,800.00	76,800.00	0.00
Schematic Design-County	86,400.00	100.00	86,400.00	86,400.00	0.00
Design Development-County	115,200.00	100.00	115,200.00	115,200.00	0.00
Construction Documents - County	168,000.00	100.00	168,000.00	168,000.00	0.00
Construction Documents - Courthouse	168,000.00	100.00	168,000.00	168,000.00	0.00
Bidding - Courthouse	24,000.00	100.00	24,000.00	24,000.00	0.00
Bidding - County	24,000.00	100.00	24,000.00	24,000.00	0.00
Contract Admin- Courthouse	120,000.00	46.00	55,200.00	45,600.00	9,600.00
Contract Admin- County	120,000.00	46.00	55,200.00	45,600.00	9,600.00
Add Service #1 - County	105,950.00	65.00	68,867.50	37,082.50	31,785.00
Total Fee	1,065,950.00		899,267.50	848,282.50	50,985.00
		Total Fee			50,985.00
			Total this Invoice		\$50,985.00

Roy Tipton <rtipton@moffatcounty.net>

PLEASE REMIT PAYMENT TO:
 TreanorHL, Inc.
 1040 Vermont St.
 Lawrence, KS 66044

treanorhl.com



**EXHIBIT D
FORM OF REQUISITION**

REQUISITION NO. 17 Dated: 6/14/22

To: BOKF, N.A., as Trustee
Attention: Corporate Trust Services/Keith Papantonio
Facsimile number: _____

The undersigned County Representative (the "County Representative") of and for Moffat County, Colorado (the "County"), as the lessee's representative under the Lease Purchase Agreement, dated as of May 27, 2021 (the "Lease"), between BOKF N.A., as Trustee, as lessor, and the County, as lessee, hereby requisitions the following sum from the Construction Fund established under the Indenture of Trust, dated as of May 27, 2021 (the "Indenture"), entered into by BOKF N.A., as Trustee, and in connection with such request, certifies as follows:

Amount: \$ 6,614.00

Name and Address of Payee: Northwest Colorado Consultants
2580 Copper Ridge Drive
Steamboat Springs, CO 80487

Wire Instructions (if applicable):

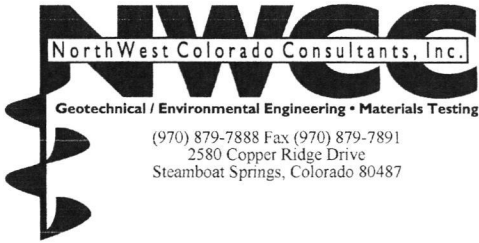
Describe Nature of Obligation: Engineering, materials testing and construction observation

The County Representative further certifies that:

- (a) the obligation described above has been properly incurred, is a proper charge against the Construction Fund and has not been the basis of any previous withdrawal or requisition;
- (b) all conditions required by the Lease and the Indenture to be met prior to the disbursement of the above amount have been satisfied;
- (c) the disbursement requested is due and payable and will be used for the "Costs of the Project" permitted under the Lease and the Indenture;
- (d) the County is not in breach of any of the agreements contained in the Lease; and
- (e) No Event of Default or Event of Nonappropriation has occurred and is continuing.

MOFFAT COUNTY, COLORADO

By: _____
County Representative Donald Broom



Date	Invoice No.
6/3/2022	21-12266-05

Terms: Net 30

Now Accepting Credit Cards

Federal Tax ID No. 84-1199412

Bill To
Moffat County Developmental Services Roy Tipton 221 West Victory Way Suite 250 Craig, CO 81625

Project
Moffat County Courthouse

Type of Service Provided	Quantity	Rate	Amount
Pavement Evaluation and Recommendations			
Field Investigation			
Sr. Project Engineer	11	140.00	1,540.00
Mileage	135	0.80	108.00
Patching Materials	1	100.00	100.00
Drill Rig Rental	5	200.00	1,000.00
Drill Rig Mobilization	1	400.00	400.00
Drill Crew Travel	2	125.00	250.00
Service Truck	1	100.00	100.00
Subtotal			3,498.00
Laboratory Investigation			
Classification Test	9	55.00	495.00
Swell-Consolidation Test	3	50.00	150.00
Gradation Test	9	47.00	423.00
Moisture-Density Test	9	12.00	108.00
Subtotal			1,176.00
Engineering			
Principal Engineer	10	180.00	1,800.00
Senior Project Engineer	1	140.00	140.00
Subtotal			1,940.00

Thank You for Choosing NWCC, Inc.
Please pay from this Invoice. Interest will be added at the rate of 2% per month.
For Proper Credit, Please Include Invoice # on payment.

Payments/Credits	\$0.00
Total	\$6,614.00
Balance Due	\$6,614.00



BID TABULATION

RFP Number: 202209	Description: New Moffat County Courthouse Furniture Package			
Issue Date: 5/16/2022	Pre-Bid Meeting:			NA
Submission of Questions: 6/3/2022	Submission Date:		6/8/2022	
BOCC Award: 6/14/2022	Contract Time: 6/14/2022-01/15/2023			
Vendor	Bid Bond	Insurance	Anti C	Bid Amount
BC Industries	x	x	x	\$778,158.58
Office Outfitters	x	x	x	\$776,184.76
Workplace Resource	x	x	x	\$702,631.47



Bid Schedule

RFP Number:	202209	Description:	Moffat County Courthouse Furniture Package
Issue Date:	6/16/2022	Pre-Bid Meeting- Trade in Inspection:	NA
Submission of Questions:	6/3/2022	Submission Date:	6/8/2022
BOCC Award:	6/14/2022	Contract Time:	6/14/2022-1/15/2023

Item	Tag	Quantity	Unit Cost	Amount	Man.	Specification
Task Chair	C.01	18	\$ 583.74	\$ 10,507.32	Haworth	Very Task Chair
Alternate #1 (Task Chairs)	C.01	Additional 93	\$ 257.89	\$ 23,983.77	Hon	Convergence
Conference Chair	C.02	132	\$ 610.89	\$ 80,637.48	Haworth	Very Task Chair
Guest Chair	C.03	87	\$ 986.45	\$ 85,821.15	Haworth	Poppy Guest Chair
Side Chair	C.04	30	\$ 252.61	\$ 7,578.30	Haworth	Very Wire Stacking Chair
Chairs	C.05	5	\$ 1,096.93	\$ 5,484.65	Haworth	Fern Task Chair
Stackable Chair	C.06	60	\$ 257.38	\$ 15,442.80	Haworth	Very Wire Stacking Chair
Stackable Chair Carts	C.06	2	\$ 197.94	\$ 395.88	Haworth	Very Wire Stacking Cart
Private Office Desk	D.01a	1	\$ 4,936.79	\$ 4,936.79	Haworth	X Series/ Planes
Private Office Desk	D.01b	4	\$ 4,936.79	\$ 19,747.16	Haworth	X Series/ Planes
Private Office Desk	D.02a	9	\$ 5,654.62	\$ 50,891.58	Haworth	X Series/ Planes/ Masters
Private Office Desk	D.02b	31	\$ 5,654.62	\$ 175,293.22	Haworth	X Series/ Planes/ Masters
Private Office Desk	D.02c	1	\$ 5,654.62	\$ 5,654.62	Haworth	X Series/ Planes/ Masters
Private Office Desk	D.03a	8	\$ 4,278.64	\$ 34,229.12	Haworth	X Series/ Planes
Private Office Desk	D.03b	7	\$ 4,278.64	\$ 29,950.48	Haworth	X Series/ Planes
Private Office Desk	D.04	1	\$ 5,566.64	\$ 5,566.64	Haworth	X Series/ Planes
Private Office Desk	D.05	1	\$ 5,654.62	\$ 5,654.62	Haworth	X Series/ Masters
PowerPod	EQ.01	10	\$ 249.10	\$ 2,491.00	Byrne	Assemble Edge Mount
Rocker Lounge Chair	L.01	2	\$ 991.00	\$ 1,982.00	ERG	Albury - High Back Rocker Chair
Lounge Sofa	L.02	1	\$ 1,859.28	\$ 1,859.28	Haworth	Selma sofa
Lounge Chair	L.03	1	\$ 1,067.08	\$ 1,067.08	Haworth	Selma arm chair
Credenza with Doors	ST.01	1	\$ 1,818.21	\$ 1,818.21	Haworth	Planes credenza
Credenza with Doors	ST.02	1	\$ 1,288.85	\$ 1,288.85	Haworth	Planes credenza

Workstation (Treasurer 4-Pod)	SY.01		1	\$	9,340.32	\$	9,340.32	Haworth	Compose System
Workstation (Clerk 2-Pod)	SY.02a		1	\$	4,818.12	\$	4,818.12	Haworth	Compose System
Workstation (Clerk 2-Pod w/pwr pole)	SY.02b		1	\$	4,814.82	\$	4,814.82	Haworth	Compose System
Workstation (3-Pod)	SY.03		1	\$	7,050.36	\$	7,050.36	Haworth	Compose System
Workstation (Clerk 4-Pod w/pwr pole)	SY.04		2	\$	8,586.36	\$	17,172.72	Haworth	Compose System
Workstation (Admin Workstation - Left)	SY.05a		1	\$	3,461.20	\$	3,461.20	Haworth	Compose System
Workstation (Admin Workstation - Right)	SY.05b		1	\$	3,461.20	\$	3,461.20	Haworth	Compose System
Transaction Workstation	SY.06		3	\$	1,628.12	\$	4,884.36	Haworth	Compose System
CSU Workstation	SY.07		1	\$	882.30	\$	882.30	Haworth	Compose System
Elections Workstation	SY.08		1	\$	2,825.47	\$	2,825.47	Haworth	Compose System
Dual DHS Admin Workstations	SY.09		1	\$	3,441.85	\$	3,441.85	Haworth	Compose System
Employee Health Workstation	SY.10		1	\$	2,691.18	\$	2,691.18	Haworth	Compose System
HR Suite Workstation	SY.11		1	\$	1,895.83	\$	1,895.83	Haworth	Compose System
Team Worktable	T.01		1	\$	954.27	\$	954.27	Haworth	Jive Table
Training Table (30"D x 60"W)	T.02		31	\$	448.46	\$	13,902.26	Haworth	Jive Table
Flip Top Training Table	T.03		20	\$	692.43	\$	13,848.60	Haworth	Jive Table
Training Table (24"D x 60"W)	T.04		8	\$	358.98	\$	2,871.84	Haworth	Jive Table
Training Table (30"D x 72"W)	T.05		6	\$	707.79	\$	4,246.74	Haworth	Jive
Conference Table	T.06		1	\$	294.50	\$	294.50	Haworth	Planes
Occasional Square Table (42")	T.07		4	\$	1,034.90	\$	4,139.60	Haworth	Planes
Occasional Table (30"D x 72"W)	T.08		4	\$	844.79	\$	3,379.16	Haworth	Jive
Tapered Occasional Table	T.09		8	\$	746.43	\$	5,971.44	National	Reno Side Table
Desk Height Worktable (24"D x 60"W)	T.10		3	\$	1,743.44	\$	5,230.32	National	Strassa
Desk Height Worktable (30"D x 60"W)	T.11		2	\$	1,816.96	\$	3,633.92	National	Strassa
Desk Height Worktable (30"D x 72"W)	T.12		2	\$	1,932.10	\$	3,864.20	National	Strassa

Delivery & Installation						\$	76,800.00		
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Total Bid Price						\$	778,158.58		
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note: total includes additional 93 alt task chairs.

Delivery Date: Nov-22

Warranty Coverage: see RFP document for manufacturer warranty links

Submitted By: David Chapman | BC Interiors

Date: 06/08/2022

Note: Moffat County reserves the right to accept or reject any portion of the Bid package



Bid Schedule

RFP Number:	202209	Description:	Moffat County Courthouse Furniture Package
Issue Date:	5/16/2022	Pre-Bid Meeting- Trade in Inspection:	NA
Submission of Questions:	6/3/2022	Submission Date:	6/8/2022
BOCC Award:	6/14/2022	Contract Time:	6/14/2022-1/15/2023

Item	Tag	Quantity	Unit Cost	Amount
Task Chair	C.01	18	\$543.18	\$ 9,777.24
Alternate #1 (Task Chairs)	C.01	Additional 93	\$543.18	\$ 50,515.74
Conference Chair	C.02	132	\$486.26	\$ 64,186.32
Guest Chair	C.03	87	\$1,015.28	\$ 88,329.36
Side Chair	C.04	30	\$431.48	\$ 12,944.40
Chairs	C.05	5	\$1,284.92	\$ 6,424.60
Stackable Chair	C.06	60	\$383.39	\$ 23,003.40
Private Office Desk	D.01a	1	\$3,268.88	\$ 3,268.88
Private Office Desk	D.01b	4	\$3,268.88	\$ 13,075.52
Private Office Desk	D.02a	9	\$3,970.08	\$ 35,730.72
Private Office Desk	D.02b	31	\$3,970.08	\$ 123,072.48
Private Office Desk	D.02c	1	\$3,970.08	\$ 3,970.08
Private Office Desk	D.03a	8	\$2,945.70	\$ 23,565.60
Private Office Desk	D.03b	7	\$2,945.70	\$ 20,619.90
Private Office Desk	D.04	1	\$2,839.59	\$ 2,839.59
Private Office Desk	D.05	1	\$3,312.61	\$ 3,312.61
PowerPod	EQ.01	10	\$129.46	\$ 1,294.60
Rocker Lounge Chair	L.01	2	\$1,343.57	\$ 2,687.14
Lounge Sofa	L.02	1	\$1,840.08	\$ 1,840.08
Lounge Chair	L.03	1	\$1,042.63	\$ 1,042.63
Credenza with Doors	ST.01	1	\$1,166.65	\$ 1,166.65
Credenza with Doors	ST.02	1	\$666.15	\$ 666.15
Workstation (Treasurer 4-Pod)	SY.01	1	\$20,930.09	\$ 20,930.09
Workstation (Clerk 2-Pod)	SY.02a	1	\$10,469.19	\$ 10,469.19
Workstation (Clerk 2-Pod w/pwr pole)	SY.02b	1	\$10,469.19	\$ 10,469.19
Workstation (3-Pod)	SY.03	1	\$15,759.29	\$ 15,759.29
Workstation (Clerk 4-Pod w/pwr pole)	SY.04	2	\$21,472.62	\$ 42,945.24
Workstation (Admin Workstation - Left)	SY.05a	1	\$3,584.50	\$ 3,584.50
Workstation (Admin Workstation - Right)	SY.05b	1	\$3,584.50	\$ 3,584.50
Transaction Workstation	SY.06	3	\$1,925.39	\$ 5,776.17
CSU Workstation	SY.07	1	\$1,540.77	\$ 1,540.77

Elections Workstation	SY.08		1	\$2,818.39	\$	2,818.39
Dual DHS Admin Workstations	SY.09		1	\$4,253.75	\$	4,253.75
Employee Health Workstation	SY.10		1	\$2,596.50	\$	2,596.50
HR Suite Workstation	SY.11		1	\$2,924.31	\$	2,924.31
Team Worktable	T.01		1	\$839.17	\$	839.17
Training Table (30"D x 60"W)	T.02		31	\$511.99	\$	15,871.69
Flip Top Training Table	T.03		20	\$1,045.00	\$	20,900.00
Training Table (24"D x 60"W)	T.04		8	\$494.24	\$	3,953.92
Training Table (30"D x 72"W)	T.05		6	\$561.97	\$	3,371.82
Conference Table	T.06		1	\$1,843.98	\$	1,843.98
Occasional Square Table (42")	T.07		4	\$862.89	\$	3,451.56
Occasional Table (30"D x 72"W)	T.08		1	\$1,938.64	\$	1,938.64
Tapered Occasional Table	T.09		8	\$1,642.46	\$	13,139.68
Desk Height Worktable (24"D x 60"W)	T.10		3	\$1,220.57	\$	3,661.71
Desk Height Worktable (30"D x 60"W)	T.11		2	\$1,302.16	\$	2,604.32
Desk Height Worktable (30"D x 72"W)	T.12		2	\$1,303.80	\$	2,607.60
Sub total					\$	695,169.67
Delivery and Installation					\$	60,157.00
Bonding					\$	20,855.09

Total Bid Price

\$ 776,181.76

Steelcase will have a price increase July 1, 2022. This is incorporated in the price. If ordered prior to 7/1/22, Steelcase pricing will be 3.5% less.

Delivery Date: TBD

Warranty Coverage: Per Specification

Submitted By: Office Outfitters & Planners, Inc. Date: 6/8/22

Note: Moffat County reserves the right to accept or reject any portion of the Bid package



Bid Schedule

RFP Number:	202209	Description:	Moffat County Courthouse Furniture Package
Issue Date:	6/16/2022	Pre-Bid Meeting- Trade in Inspection:	NA
Submission of Questions:	6/3/2022	Submission Date:	6/8/2022
BOCC Award:	6/14/2022	Contract Time:	6/14/2022-1/15/2023

Item	Tag	Quantity	Unit Cost	Amount
Task Chair	C.01	18	\$760.05	\$13,680.90
Alternate #1 (Task Chairs)	C.01	Additional 93	\$760.05	\$70,684.65
Conference Chair	C.02	132	\$521.84	\$68,882.88
Guest Chair	C.03	87	\$1,213.96	\$105,614.52
Side Chair	C.04	30	\$328.05	\$9,841.50
Chairs	C.05	5	\$1,378.96	\$6,894.80
Stackable Chair	C.06	60	\$296.57	\$17,794.20
Private Office Desk	D.01a	1	\$3,240.81	\$3,240.81
Private Office Desk	D.01b	4	\$3,240.81	\$12,963.24
Private Office Desk	D.02a	9	\$3,454.70	\$31,092.30
Private Office Desk	D.02b	31	\$3,454.70	\$107,095.70
Private Office Desk	D.02c	1	\$3,454.70	\$3,454.70
Private Office Desk	D.03a	8	\$2,533.21	\$20,265.68
Private Office Desk	D.03b	7	\$2,533.21	\$17,732.47
Private Office Desk	D.04	1	\$2,765.29	\$2,765.29
Private Office Desk	D.05	1	\$2,690.63	\$2,690.63
PowerPod	EQ.01	10	\$136.71	\$1,367.10
Rocker Lounge Chair	L.01	2	\$1,441.88	\$2,883.76
Lounge Sofa	L.02	1	\$2,364.72	\$2,364.72
Lounge Chair	L.03	1	\$1,248.92	\$1,248.92
Credenza with Doors	ST.01	1	\$1,150.52	\$1,150.52
Credenza with Doors	ST.02	1	\$1,006.47	\$1,006.47
Workstation (Treasurer 4-Pod)	SY.01	1	\$15,380.73	\$15,380.73
Workstation (Clerk 2-Pod)	SY.02a	1	\$8,045.47	\$8,045.47
Workstation (Clerk 2-Pod w/pwr pole)	SY.02b	1	\$7,630.19	\$7,630.19
Workstation (3-Pod)	SY.03	1	\$11,762.11	\$11,762.11
Workstation (Clerk 4-Pod w/pwr pole)	SY.04	2	\$15,290.83	\$30,581.66
Workstation (Admin Workstation - Left)	SY.05a	1	\$2,679.36	\$2,679.36
Workstation (Admin Workstation - Right)	SY.05b	1	\$2,679.36	\$2,679.36
Transaction Workstation	SY.06	3	\$1,119.74	\$3,359.22
CSU Workstation	SY.07	1	\$1,202.68	\$1,202.68
Elections Workstation	SY.08	1	\$2,531.46	\$2,531.46
Dual DHS Admin Workstations	SY.09	1	\$4,215.67	\$4,215.67
Employee Health Workstation	SY.10	1	\$1,944.05	\$1,944.05
HR Suite Workstation	SY.11	1	\$1,980.17	\$1,980.17
Team Worktable	T.01	1	\$624.51	\$624.51
Training Table (30"D x 60"W)	T.02	31	\$486.70	\$15,087.70
Flip Top Training Table	T.03	20	\$794.56	\$15,891.20
Training Table (24"D x 60"W)	T.04	8	\$467.79	\$3,742.32
Training Table (30"D x 72"W)	T.05	6	\$429.04	\$2,574.24
Conference Table	T.06	1	\$1,934.38	\$1,934.38

Occasional Square Table (42")	T.07		4	\$495.38	\$1,981.52
Occasional Table (30"D x 72"W)	T.08		1	\$736.02	\$736.02
Tapered Occasional Table	T.09		8	\$1,789.04	\$14,312.32
Desk Height Worktable (24"D x 60"W)	T.10		3	\$1,309.88	\$3,929.64
Desk Height Worktable (30"D x 60"W)	T.11		2	\$1,397.44	\$2,794.88
Desk Height Worktable (30"D x 72"W)	T.12		2	\$1,676.40	\$3,352.80

Total Bid Price: *(Includes Design, PM, Delivery, Installation. Alternate CH.01 line not included in total \$)* \$702,631.47

Delivery Date: *(November 2022, please see project schedule document in response)*

Warranty Coverage: *(12 years, 3-shift, parts and labor included. Please see warranty document in response)*

Workplace Resource

6/8/22

Submitted By: _____

Date: _____

Note: Moffat County reserves the right to accept or reject any portion of the Bid package

Amendment 1

Colorado Energy Office Investment Grade Audit and Project Proposal Contract Scope Addition

1.0 PURPOSE OF AMENDMENT

This Amendment to the Investment Grade Audit and Project Proposal Contract (Contract) that was dated and executed on April 1, 2021 provides for the following contract scope additions as included below:

This amendment is for a scope addition of a design for a new ground-mounted solar array at the new Moffat County Courthouse at 1198 West Victory Way, Craig, CO. The amendment is specifically intended to support project design and engineering to develop a constructable scope leveraging the USDA federal grant funds.

1.1 Scope of Work (SOW)

McKinstry will design and perform pre-construction services on the following scope of work:

- Location: Moffat County Courthouse, 1198 West Victory Way, Craig, CO
- Scope of work:
 - System layouts and preliminary design for a PV ground mounted system in the designated area
 - PV system production modeling and bill savings analysis
 - Identify entitlement, permit, and zoning requirements
 - Engineering due diligence including surveying and geotechnical investigations
 - 30% electrical design sufficient for subcontractor bidding and utility interconnection application
 - Identify and incorporate utility interconnection requirements
 - Submit interconnection application
 - Develop firm cost estimate for system installation and commissioning
 - Work scope pricing will assume Davis Bacon Wages & Buy America to meet federal grant requirements.

Through the design and engineering process, the above scope will be refined. Key questions regarding system approach will be defined and documented, such as proposed system layout, system production, installation cost, and expected energy savings.

1.2 Deliverables and Preliminary Schedule

McKinstry will provide the following deliverables on the preliminary schedule shown below. The schedule is subject to change based on the final design and approach, soil conditions, and other factors.

1. **Conceptual System Design and Layout – June 2022**
 - a. This is the first checkpoint in the system development process and provides for feedback on the layout, space utilization, proposed interconnection methodology, and overall system physical characteristics.
 - b. Conceptual designs and layouts will be developed using Helioscope design software
 - c. McKinstry shall meet with the County to review findings. Project schedule requires feedback from the County within one calendar week of this submission.
 2. **30% Electrical Design Drawings – September 2022**
 - a. This submittal allows the County to provide feedback on the proposed system design prior to development of final cost estimates, as well as interconnection application submittal.
-

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- b. McKinstry will confirm and finalize layout and space utilization required, and confirm system design characteristics with the County.
 3. **Final Cost Estimate, Bill Savings Analysis, and Expected Construction Schedule – October 2022**
 - a. A final cost estimate will be developed upon incorporation of feedback from the County, results of engineering due diligence, and McKinstry preconstruction activities.
 - b. Final system production estimates will also be produced with an accompanying final bill savings analysis.
 - c. A tentative construction schedule will also be developed, subject to input from the County, subcontractor availability, and materials procurement timelines.

1.3 Clarifications

- This amendment is specifically intended to support a design/build project delivery method with McKinstry as the installing contractor or through a subcontract managed by McKinstry.
- Material and equipment specifications will be provided on the drawings, not in book format. If book format is required, additional services will be proposed.
- We have not anticipated preparation of extensive alternate design comparisons in the project, alternate design comparisons can be considered at additional cost.
- We have assumed a linear approach to the overall design. Re-work due to reasons that are not the fault of McKinstry is not included in our base scope.
- The County shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.
- McKinstry will perform the work that is at least equivalent to the standard of care ordinarily used by members of the trade or profession under similar circumstances and conditions, and in the same locality of the Work, or as required by law, whichever is the greater standard.
- It is understood that neither party shall be liable to the other party for any consequential, liquidated, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, arising out of or relating to this agreement, even if a party has been advised of the possibility of such damages. It is understood that the total aggregate liability of either party, under any theory, is limited to the agreement price.
- Additional services, other than as noted in the Scope of Work and Deliverables, may be individually contracted, in advance and in writing, based on the hourly rates shown in the base contract.

1.4 Exclusions

- Construction of the design is excluded and will be covered through a future performance contract or amendment to the Moffat County Energy Performance Contract.
- Design submissions, beyond the design packages identified in this proposal, are excluded.
- Performance and Payment Bonds are excluded.
- The County has provided McKinstry with Hazardous material information that will be used for design purposes. McKinstry will use this information to guide our design, however, hazardous material assessment and/or remediation is excluded.
- Commissioning and construction administration services are excluded.

2.0 ADJUSTMENT TO CONTRACT SUM

The Contract Sum for the Work described in this Amendment is \$70,600. If this project moves forward to the construction phase with McKinstry, this fee will be rolled into the final project via a change order to the Energy Performance Contract for the implementation of the work.

McKinstry will develop a change order to the energy performance contract to construct the work described above based on the final result of this design scope. The construction change order will include the costing

structure consistent with Schedule B within the original Energy Performance Contract. Schedule B defines maximum allowed Contractor costs for construction, including design and engineering for the implementation portion of the project.

Description	Total Amount Due	Deliverables
Fee if County opts to not construct project	\$70,600	30% design Final price estimate for installation
Deduct if geotechnical investigation not necessary	(\$8,200)	Geotechnical field investigations may not be required – if not, the amount indicated will be deducted from the final price
Fee if County moves forward with McKinstry Design to Construction	\$0	Design fee rolled into construction amount and funded through grant dollars and savings.

3.0 ADJUSTMENT TO CONTRACT SCHEDULE

The due dates for deliverables under the original Contract shall be adjusted as follows:

Deliverable Due Date: December 31st, 2022

4.0 SAME TERMS AND CONDITIONS

With the items explicitly delineated in this Amendment, all terms and conditions of the Energy Performance Contract between the Agency and the Contractor, including all prior amendments to this Contract, shall remain unchanged and in full force and effect.

5.0 SIGNATURES


In witness thereof, the parties to the Investment Grade Audit and Project Proposal Contract, either personally or through their duly authorized representatives, have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

Moffat County

Name:

Date

MCKINSTRY ESSENTION, LLC



Bryan Hanson, Regional Vice President

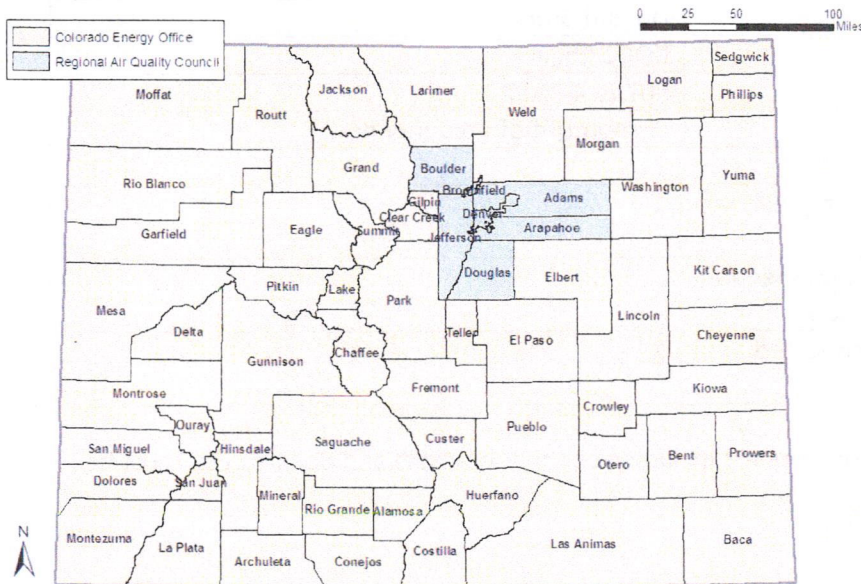
5/19/2022

Date

CHARGE AHEAD COLORADO

Charge Ahead Colorado Grant Application Form

The Regional Air Quality Council (RAQC) and Colorado Energy Office (CEO) provide grants for electric vehicle charging stations. The RAQC administers grant funding for charging stations to entities located in the seven-county Denver Metro Area, including Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas and Jefferson counties and the following zip codes in Weld County: 80504, 80513, 80601, 80603, 80621, 80623, 80642, and 80651.



CEO administers grant funding for charging stations for entities located outside the seven-county Denver Metro Area. The Charge Ahead Colorado Grant Application serves applicants applying for both RAQC and CEO funding.

The purpose of the application is to provide the evaluation team with an understanding of the applicant's level of planning and commitment to electric vehicle charging stations.

All applications must be submitted online [here](#). Applicants must review the Charge Ahead Colorado Grant Program Application Guide prior to submitting an application. This guide is intended to lead participants through the program's funding process. The guide can be found [here](#). In the online version, applicants must confirm that they have read the Application Guide.

Applicants are encouraged to complete proposals in Word, save and then transfer the information to the online application. Applicants should print the completed online application and keep a copy on file. The Evaluation Committee is not responsible for any lost proposals. Please note, the online application will not allow applicants to paste tables or charts into text boxes. Please answer all questions in the narrative. If the applicant would like to additionally present information in tables or charts, please upload the documents in Section IX of the application, Additional Relevant Information.

Section I. Contact Information and Background Information

One organization must be designated as the applicant and be responsible for implementing the entirety of the submitted project.

Organization Name:	Moffat County
Organization Type:	Local Government
Organization Address:	221 W. Victory Way #130
County:	Moffat
Contact Name:	Roy Tipton
Title:	Director of Development Services
Contact Office Phone Number:	970-824-9160
Contact Email Address:	r티pton@moffatcounty.net
Organization Website:	https://moffatcounty.colorado.gov/
Organization DUNS Number:	076441807
Secondary Contact Name:	Donald Broom
Secondary Contact Title:	BOCC Chair
Secondary Contact Email:	907-824-5517
Secondary Contact Phone:	dbroom@moffatcounty.net

Number of Level II, Multi-port Charging Stations Requested:	<u>1</u>
Number of Level III (DCFC), Multiple Connection Standard Charging Stations Requested:	
Total Charging Stations Funding Requested (Dollar Amount)	<u>1</u>

"I understand that all iron and steel components including conduit, brackets and bollards etc. must be manufactured in the United States."

Yes

No

"I understand that my organization must be in Good Standing with the Colorado Secretary of State's Office. I can provide a Certificate of Good Standing, if requested."

Yes

No

I understand that accessible design features must be incorporated into the charging station project in order to receive grant funding. Not less than 5%, but no fewer than one (1) of all EVCS provided on site must be accessible. Please refer to the [Access Board](#) for [details](#) on accessibility and charging stations.

Yes

No

Section II. Mandatory Criteria

The requirements below are based on the grant funding for these projects and are non-negotiable. Applicants must adhere to the following criteria to be eligible for project funding.

1. Projects implemented prior to receiving an award AND confirmation to proceed given by the awarding agency (RAQC or CEO) are not eligible for funding.
2. Repeat applicants are eligible for additional funding for new projects.
3. RAQC and CEO will allow researched estimates for EV charging stations to be utilized in the application process. However, awards will be made based upon the amounts applicants include in their application. No awards will be adjusted upwards based on an underestimation of cost by the applicant. Therefore, it is strongly recommended that applicants perform their due diligence by contacting vendors for estimates and having them perform site visits for charging stations to ascertain solid estimates.
4. Upon award, RAQC and CEO will meet with program applicants to discuss and review their procurement processes to ensure it meets our requirements. Do not run a bid process prior to this meeting. **Do not mention any specific vendors in your application.** RAQC and CEO must approve all bid documents after award but before the competitive process begins. Applicants may use the State of Colorado price agreements.
5. Charging stations must be purchased and not leased to be eligible for funding. Electric vehicle charging stations are eligible for C-Pace financing.
6. Applicants must have title ownership of the site or facility where the proposed charging station is being installed. If not, applicants must provide written approval for charging station installation from the title owner of the site. We request that all HOA applicants include a formal resolution or letter of intent from the applicant's HOA Board with their application.
7. The station(s) must be kept operational and in service for a minimum of 5 years. Exceptions may be considered under circumstances of severe hardship as determined by the Evaluation Committee. Applicants must notify the awarding agency within 48 hours if a station becomes inoperable.
8. If a station is sold prior to 5 years of operation, the applicant may be required to pay a pro-rated portion of the station back to the awarding agency or transfer data reporting responsibilities to the new ownership. If a station is destroyed or otherwise disposed of, the applicant must notify the awarding agency and under certain circumstances may be required to pay a pro-rated portion of the station cost back to the awarding agency.
9. The station(s) must have a dedicated parking space for EV Charging only.
10. For multi-family residences, the charging stations must be commonly accessible and not dedicated to individual units.
11. All charging stations must be certified by [Underwriters Laboratories](#), [ETL Listed](#) or an equivalent certification and must have a minimum one year warranty. Units must be compliant with the current version of the National Electrical Code (NEC) Article 625.
12. Charging stations installation must be performed by an electrician licensed to transact business in the State of Colorado and who maintains appropriate types and levels of insurance coverage.
13. Applicants must apply for any required local government, utility and/or electrical permits and approvals.
14. Applicants must comply with all applicable federal, state and local permitting, zoning and code requirements. Certification that all requirements have been met is required from the installing electrician.
15. RAQC applicants may be subject to Davis-Bacon Act prevailing wage requirements if the project is linked to a Federal Highway based on impact or is within the existing right-of-way of a Federal Highway. To date, no RAQC project has triggered this requirement. Please contact the RAQC for more information.

16. Awarded grantees are expected to incorporate accessible design standards into their charging station projects. Guidance on accessibility for charging stations can be found [here](#) and [here](#).
17. Applicants must work with their awarding agency to share data on overall energy consumption and interval data for the operational life of the station(s). Additional information and data may be requested upon availability.
18. Applicants must allow CEO and RAQC to make all applications and bid documents public.
19. Applicants must provide location(s) of funded sites with their awarding agency and submit station information to the DOE's Alternative Fuels Data Center.
20. Applicants must provide a minimum of 20% matching funds or cash match for each charging station. For any questions regarding charging station match, please contact the RAQC or CEO.
21. In order to be reimbursed, all claimed eligible costs and final invoicing must be provided in a legible format and are required on a form provided by the RAQC or CEO. Backup original invoicing will be required at the time of submittal. It is the responsibility of the applicant to ensure documents are clear. If documents are illegible, confusing or incorrect in any manner, the project documents will be returned to the grantee for resubmission. If the grantee does not comply, the project may not be funded.
22. For RAQC projects, all steel and iron (for example, conduit or protective bollards, etc.) must be manufactured in the United States.
23. Replacement stations are eligible for funding however CEO and RAQC will prioritize new stations over replacement stations. Replacement stations will be funded at the same level as new stations. Replacement stations must meet the following criteria:
 - a. The existing charger is not smart or networked and is not collecting data
 - b. The charging station no longer has maintenance support from the manufacturer
 - c. The existing charger station is not functional
 - d. The existing charging station has a single port and the need for a dual port has been established. CEO and RAQC will consider applications for replacement of dual cord stations if they meet criteria a, b and c.
24. Workplace or multi-family applicants must conduct and submit an employee/tenant survey to demonstrate current and future anticipated demand for the charging stations. A model survey template is available at <http://cleanairfleets.org/programs/charge-ahead-colorado>
25. Access to the charging stations by the public
 - a. Because public funding is being utilized for this project, charging stations that have fair and reasonable rates are a higher priority.
 - b. For DCFC, applicants should provide a detailed explanation of the business model including utility rates, operational costs, cost to charge at the stations, and anticipated revenue. The pricing model should be clearly described including the approach used to develop rates. The price to charge for drivers should be fair and reasonable, and the pricing model should be clearly described including the approach used to develop rates.

As the project applicant, I hereby certify and agree to the aforementioned Mandatory Criteria.

Donald Broom

Sign and Print Name

As the project applicant, I hereby certify and agree that I have not contracted with a charging station vendor or car dealership and agree to not mention vendors by name in this application to maintain impartiality and the fair and competitive bid process. Previous awardees who have met Charge Ahead Colorado's fair and competitive bid process and plan to continue purchasing under prior agreements are eligible for funding.

Donald Broom

Sign and Print Name

Section III. Scope and Project Justification

1. Please provide a description of the project that you are submitting. Please indicate your entity's top priorities for funding if grant funds are limited due to demand.

Install on new multiport level II station at the new Moffat County Courthouse located at 1198 W. Victory Way, Craig, CO 81625

Moffat County is remodeling an old Kmart building into the new County Courthouse. The County wants to add this charging station to the site development plan. This station will be available for employee and public use. *Part of the project will be to install added underground conduit for future expansion.*

2. Please describe major phases of the project and the estimated completion date of each phase. Provide milestones that indicate your project can be completed within 4-6 months upon award. Please also describe any resources in place to ensure an expeditious completion of the project.

First Phase is design of the station.

Second Phase is the installation underground utility work which will be installed by the existing General Contractor on the Courthouse project that was procured through a competitive bid process in 2021.

Third Phase is installation of the station which will be procured through our regular bid process.

Phases one and two will be complete by then end of September 2022, if possible phase three by the end of the year.

Section IV. Planning Criteria

Organizations applying for funding need to demonstrate to the Evaluation Committee their ability to sustain the funds invested in this charging station project. The Evaluation Committee requires applicants to address planning areas below.

All applicants must answer the following questions:

1. Does your organization have specific or general planning documents related to EV charging stations? For example, fleet implementation plans, Smart Charging plans, or sustainability plans.
No

2. If yes, please attach the documents to your application. Below, please describe how your proposed project aligns with the goals and strategies of these sustainability plans.
3. Please describe any renewable energy or energy efficiency or energy storage assets that may reduce the overall environmental impact of your charging station.

The County will be building a 206 kw solar field as part of the site development plan.

4. Has your organization secured the matching funds for this project? Please clearly describe your current project match. Describe any budget approvals you have received, or need to receive, from Town Councils, County Commissioners, HOA boards, company management etc.

The County received an award of \$4.6 million from Congressional Directed Spending, part of which is being utilized for the site development plan.

5. If awarded funding, do you anticipate any barriers for successful implementation of the project (political, purchase order approvals by management, etc.)? *No, the County will move ahead as quick as possible.*

Applicants applying for charging stations must answer the following additional questions:

1. Has your organization received any interest from stakeholders/employees/owners/lessees that own EVs for charging stations at your location? Please describe. Some interest from employees thinking about purchasing an EV. Yes, 2 employees interested, surveys attached.
2. Workplaces and HOAs should complete employee / resident surveys to demonstrate demand for charging station requests. Has your organization completed such a survey? A draft survey is available [here](#) and is mandatory for workplace and HOA applicants. Hotels and retail locations are exempt from this requirement. Please attach the results and provide a summary of the survey results here:
3. Please provide the address(es) of the charging stations.

Location Name	Address	City	State	Zip
Moffat County Courthouse	1198 W. Victory Way	Craig	CO	81625

4. Please provide a description of the site location including nearby amenities (i.e. public facilities, museums, parks, etc.) and hours of access. Located at the *New Moffat County Courthouse, restaurants and convenience store nearby.*
5. Will all the charging stations be open to the public? If not all units, how many? Please explain.

Yes

6. Is your organization planning to charge parking/charging fees for users in the next five years?
Nominal charging fees for cost of electricity.

7. If your organization is planning to charge parking/charging fees for users in the next five years, please explain how parking transactions will be handled and the anticipated fee structure. Otherwise, please type "N/A" in the box below.

Charges will be collected by the station hardware, only intended to cover the cost of the utility

8. For DCFC, please indicate the kW of your proposed station (50, 62.5, 150 kW, etc.). Provide a detailed explanation of the business model including utility rates, operational costs, cost to charge at the stations, and anticipated revenue. The price to charge for drivers should be fair and reasonable, and the pricing model should be clearly described including the approach used to develop rates. Applicants should clearly demonstrate that they have discussed the project with your local utility, understand the implications of the technology with your utility and have a clear understanding of utility rates and costs.

9. Have you contacted your utility to discuss the implications of installing a Level III (DCFC) charging station?

10. If applying for a Level III (DCFC) charging station, please provide documentation demonstrating the discussion that took place around your utility rates and costs. Please attach here.

11. If you are applying for replacement stations, please clearly explain your project's need and eligibility.

12. Are electric vehicle stations mandated in your community by local code? Are you applying for stations that go beyond compliance with local code? Not mandated this is beyond compliance.

13. If you have previously received an award from Charge Ahead Colorado, please clearly describe the utilization of your current stations. Why are additional stations needed in this setting?

We have two DCFC stations at the Dinosaur Welcome Center built in 2020. This station is primarily intended for employee use

14. Have you spoken with a ReCharge Colorado Coach?

Yes

15. If your project is new construction, are you pre-wiring for additional charging stations?

Yes, Not prewiring, but installing additional conduit so that expansion can easily happen.

16. Is your charging station in an advantageous location, such as along a scenic or historic byway, National Park, charging station gap etc.? If so please explain. NA

Section V. Funding Request

Please indicate the types of charging stations that will be publicly accessible and not publicly accessible with researched costs below. Both RAQC and CEO will award 80% of charging station, labor, construction and permitting costs up to the amounts listed in the Application Guide. Awards will not be adjusted upwards based on an underestimation of cost by the applicant. Therefore, it is strongly recommended that applicants perform their due diligence by contacting vendors for estimates. Upon award, RAQC and CEO will meet with program applicants to discuss and review their procurement processes to ensure it meets RAQC and CEO requirements. Do not run your bid processes prior to this meeting. RAQC and CEO must approve all bid documents before the competitive process begins. Please do not mention any vendors that you may have received cost information for as a part of your due diligence.

Location Name					
Type (Level II or III)	II				
Number of Vehicles that This Unit Can Charge at Once	2				
Charging Station Equipment Cost per Unit					
Charging Station Labor Cost per Unit	\$25,000				
Charging Station Construction Cost per Unit	\$ 8,000				
Charging Station Permitting Cost per Unit	\$ 585				
Charging Station Additional Reporting Cost per Unit*	\$ 2,121				
Expected Date of Purchase	9/1/2022				
Proposed Installation Date	10/1/2022				
Publicly Accessible (Yes or No)	yes				

*Additional Reporting Costs may include subscription fees, data plans, etc.

Section VI. Federal Certifications

All applicants must agree to the following Federal Certifications and Assurances. The online application will ask applicants to provide e-signatures and upload a current W-9.

1. [Certification Regarding Lobbying](#)
2. [Certification Regarding Debarment, Suspension and Other Responsibility Matters](#)
3. [W-9: Request for Taxpayer Identification Number and Certification](#)

Section VII. Reporting Requirements

Within six months of installation, RAQC and CEO will send out a form requesting information on charging stations usage (i.e. time of use, duration of use, # of customers, mileage, kWh used etc.). RAQC and CEO require read-only access to the charger network information. The grantee will be asked to report data at six-month intervals for a minimum of five years. The grantee will be expected to provide information that is readily available.

As the project applicant, I hereby certify and agree to the aforementioned Reporting Requirements.

Sign and Print Name Donald Broom_____

Section VIII. Final Documentation Required

Upon completion of the installation, the following documentation is required for RAQC and CEO to reimburse for eligible costs on all projects:

1. Final Report.
2. Summary Invoice/Reimbursement Request.
3. Legible copies of all sales/invoices that show the purchase price and amount paid by the applicant for the charging stations, number of units purchase and serial numbers from the units.
4. Copies of canceled checks or credit card statements as proof of payment for all costs.
5. Digital photograph(s) of the completed unit(s).
6. A copy of the installer's written certification that the unit(s) have been installed, in working order and operating in accordance with local, state and federal codes.
7. Copies of all required permits.
8. Date(s) of installation, installation completion and when the unit(s) is operational.
9. Confirmation that the charger is networked and collecting data
10. Confirmation that the charger is registered on AFDC.
11. Confirmation that the chargers have been promoted on the awardees' social media, newsletters, and/or website.

2022 WHEEL LOADER

Budgeted \$350,000.00

Power Equipment Company

VOLVO L150H \$409,437.00

Nearest service Grand Jct. Colorado

Mileage Charge \$350.00 per trip

Service response time 24 hours

Purchase Price \$421,437.00

Delivery date 120 days

Trade in (\$12,000.00)

Total \$409,437.00

WAGNER EQUIPMENT COMPANY

CATERPILLAR 972BR \$449,978.31

Nearest service Hayden Colorado

Mileage charge \$92.00 per trip

Service response time ½ hours

Purchase Price \$482,268.31

Delivery date 120 days

Warranty \$ 7,460.00

Delivery \$ 250.00

Total \$489,978.31

Trade in (\$ 40,000.00)

Total \$449,978.31

Bid differential \$40,541.00

Options

2022 Wheel Loader

1. No purchase - over budget
2. Table the matter, schedule workshop with R&B
3. Award purchase to low bidder
4. Award purchase to Wagner (R&B recommendation)

1.) Due to the current CIP, the amount of monies budgeted, along with unusual world wide shortages that have greatly increased cost and availability of equipment, the purchase price of a 2022 wheel loader has exceeded the amount that was budgeted for 2022. The purchase could be postponed until additional money is added to what has already been appropriated.

2.) Due to over budget status, awarding the bid could be postponed until a workshop can be scheduled and completed, allowing for financial options to be explored and discussed before a decision is made. The two bids received are good for 30 days from the opening date.

3.) Award purchase to the lowest bidder. In this case, Power Equipment Company. This machine as bid and specified does not meet or comply with all of the specifications put forth by the Road Dept. Most notably, it does not meet;

1. Minimum Horsepower
2. Limited Slip Differentials, front and rear
3. 24V/12V converter 25 amp (necessary for company radio)
4. Guards on all power train components (skid plates)
5. Cab window requirements (slider both sides allowing for ventilation while machine is not running)
6. Ether starting aid
7. Window washing platform (safety)

4.) Award purchase to Wagner CAT. This would be the Road Dept. recommendation based on the following information.

1. Maintenance cost and reliability history of CAT equipment currently owned by Moffat County.
2. The service, technical assistance, parts availability and response time from Wagner CAT is exceptional.
3. A big part of our mechanical training, necessary technical programs and special tooling is invested in CAT technology. To retool and invest in diagnostic/repair computer programs for multiple brands of equipment will add additional cost to maintenance budgets yearly.

4. Staying with one equipment manufacturer when possible has allowed us to greatly reduce our parts inventory such as filters, sensors lights, wheels, specialized oils and lubricants. These are just a few examples of "brand specific" inventory that we have to stock for each equipment manufacturer.
5. Our research shows us that nationally the resale value of this CAT loader when compared equally to the Volvo is approximately \$70,000.00 higher which also tends to lend itself true for the trade-in values. Model years 2015 and 2018 were used in the comparisons and were found at www.mylittlesalesman.com. We find this to be the case with CAT equipment across the board.
6. We are asked to keep this equipment at the Road Dept. for 20 years and more, that is not a problem with CAT equipment. Other brands, not so easy.
7. Wagner CAT has signed documentation stating that the loader they are offering complies with all bid specifications required by Moffat County. Power Equipment does not meet some of the specifications and is very hard to determine about others with the documents they have supplied.
8. Wagner CAT of Hayden is a local business that employs many Moffat County residents. they support Moffat County businesses and regularly contribute goods and equipment to Moffat County public events.

WELL DIVISION ORDER

Well No. 10500

Permit No.

Beeman Oil & Gas, LLC

3401 Quebec St. Suite 9105
Denver, CO 80207

Effective Date:

04/30/2022

Each of the undersigned hereby certifies and warrants as of the effective date hereof he is the legal Owner ("Owner") in the proportions set out below and is entitled to dispose of and receive payment for the oil from the well(s) which is/are part of the (Bulldog 26-34H-894) Lease or Unit () Twp/Dist. (Moffat) County, State of (CO)

Effective 04/30/2022 and until further notice Beeman Oil & Gas, LLC or its nominee, is hereby authorized to receive, purchase and give credit for oil from said property subject to the conditions, covenants, and directions hereinafter following:

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

Division of Interest %		Credit To	Acct No.	Post Office Address
Royalty	Working			
0.1696429	0.0000000	Moffat County Treasurer	607885	Craig CO 81625

Witness to Signature	Date	Interest Owner Signature	*Social Security or Tax I.D. Number

Execution of this document indicates acceptance of the provisions as stated herein.
*In accordance with Federal Law, please furnish your Social Security or Tax I.D. Number.

WELL DIVISION ORDER

Well No. 10700

Permit No.

Beeman Oil & Gas, LLC

3401 Quebec St. Suite 9105
Denver, CO 80207

Effective Date:

05/24/2022

Each of the undersigned hereby certifies and warrants as of the effective date hereof he is the legal Owner ("Owner") in the proportions set out below and is entitled to dispose of and receive payment for the oil from the well(s) which is/are part of the (Diamond T Sheep 7-92 2-26) Lease or Unit () Twp/Dist. (Moffat) County, State of (CO)

Effective 05/24/2022 and until further notice Beeman Oil & Gas, LLC or its nominee, is hereby authorized to receive, purchase and give credit for oil from said property subject to the conditions, covenants, and directions hereinafter following:

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

Division of Interest %		Credit To	Acct No.	Post Office Address
Royalty	Working			
0.0375000	0.0000000	Moffat County Board of County Commissioners	608929	Craig CO 81625

Witness to Signature	Date	Interest Owner Signature	*Social Security or Tax I.D. Number



June 13, 2022

To Whom It May Concern,

The Moffat County Commissioners offer our support for the Banjo Renewables LLC Solar Project. Project proponents have been in close consultation with the affected property owner, Ladder Ranch, and Moffat County has been invited to be a Cooperating Agency with Bureau of Land Management regarding the project. In June 2020, Moffat County approved a Conditional Use Permit and a zoning change for the 1280-acre project located near Powder Wash, Colorado.

The economy of Moffat County is being challenged as our large employers in coal production and power generation are scheduled to close within the decade. Projects such as the Banjo Project provide both short-term and long-term jobs, and provide a property tax base to help offset losses in a coal-based tax revenue. In addition, we are particularly supportive of the creative use of sheep grazing being integrated on the same ground as the proposed solar farm.

If you have any questions regarding the Moffat County Commissioners support for the Banjo Renewables LLC Solar Project, please contact any Commissioner listed below, or our Natural Resources Director, Jeff Comstock.

Respectfully,

Donald Broom, Chair
Commissioner District 3

Tony Bohrer
Commissioner District 1

Melody Villard
Commissioner District 2

Office of the County Commissioners
221 West Victory Way, Ste. 130
Craig, CO 81625
(970) 824-5517 Office
(970) 824-9191 Facsimile
Website: <https://moffatcounty.colorado.gov>

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Ladder Ranch
489 Carbon County Road 710
Savery, WY 82332

Moffat County Commissioners
221 W. Victory Way, Ste. 130
Craig, CO 81625

Dear Moffat County Commissioners,

We are asking you to write a letter of support for the Banjo Solar project in northern Moffat County. The zoning change for this project was approved by the Commissioners in June 2020.

Both the state of Colorado, Senators Bennett and Hickenlooper, and the U.S. Department of Interior are supportive of the project. It would be helpful if the Moffat County Commissioners would write a letter of support.

We are a family ranch which has been operating in Colorado's Moffat and Routt counties and Carbon and Sweetwater counties in Wyoming for over 140 years. The proposed solar facility is to be located on part of our ranch near Powder Wash. The construction phases would provide jobs for 300 people and once it is operating, it would provide around 15 full-time jobs.

The economy of Moffat County is undergoing challenging times, and this development can be a part of the next steps. It will be a complement to our existing livestock operation as we have plans to graze sheep under the panels for weed control and rangeland management.

Thank you.

Sincerely,

Patrick F. O'Toole

MEMORANDUM OF UNDERSTANDING

BETWEEN
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
AND
MOFFAT COUNTY

I. Introduction

This Memorandum of Understanding (MOU) is between the United States Department of the Interior, Bureau of Land Management (BLM), Little Snake Field Office, and Moffat County (Cooperating Agency or Cooperator); jointly referred to as the “Parties.” This MOU establishes roles and responsibilities for the purpose of preparing a draft and final Environmental Assessment (EA) that analyzes and discloses the potential effects of the proposed Banjo Solar Transmission Project (PROJECT).

II. Purposes

The purposes of this MOU are:

- A. To designate Moffat County as a Cooperating Agency in the PROJECT EA.
- B. To provide a framework for cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the PROJECT EA in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the lead agency with responsibility for the completion of the EA and the Decision Record.
- D. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the EA process.

III. Background

The U.S. Department of the Interior, BLM has determined that an EA will be prepared to analyze the potential environmental impacts associated with Banjo Solar Holdings, LLC’s (hereinafter referred to as the Company) proposal to construct, operate, maintain, and terminate the PROJECT located in Colorado. The Company has applied for a right-of-way grant for the PROJECT [BLM serial No. COC – 80240]. The transmission line crosses lands managed by the BLM Little Snake Field Office.

The Project would consist of a one-mile-long 500 kilovolt aerial transmission line traversing Bureau of Land Management (BLM) lands connecting from a 220-megawatt alternating current solar PV generating and electrical collection facility on private lands in Moffat County, Colorado to PacifiCorp's planned Gateway South transmission line. Other Project features include a 150-

megawatt battery storage system, a substation, access roads, on-site service roads, and an approximately two-million-gallon water storage take. The Project would be accessed via Colorado State Highway 13, Moffat County Roads 4 and 163, and BLM Road 2113. Moffat County Road 163 and BLM Road 2113 would be improved throughout construction then restored to the original condition. Resource Management Plan (RMP) amendments are not anticipated to ensure RMP conformance for the portions of the Project on BLM lands.

IV. Authorities

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
 - 1. National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. §4321 et seq.).
 - 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. §1701 et seq.).
- B. Regulations implementing the above authorities:
 - 1. Council on Environmental Quality regulations (40 CFR §1501 et seq.).
 - 2. Bureau of Land Management planning regulations (43 CFR §1601 et seq.).
- C. The authorities of the Cooperating Agency to enter into this MOU include, but are not limited to:
 - 1. General Powers of Counties (Colo. Rev. Stat. § 30-11-101)
 - 2. County Coordination of Planning Efforts with Federal Agencies (Colo. Rev. Stat. § 30-11-101(1)(k))

V. Roles and Responsibilities

- A. The BLM roles and responsibilities include:
 - 1. As lead agency, the BLM retains final responsibility for the content of all NEPA documents, which include the Draft EA, the Final EA, Finding of No Significant Impact, and the Decision Record. The BLM's responsibilities include determining the purpose and need for the EA, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.
 - 2. To the fullest extent consistent with its responsibilities as lead agency, the BLM will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the EA process, giving particular consideration to those topics on which the Cooperator is acknowledged to possess jurisdiction by law and/or special expertise.
 - 3. To the fullest extent practicable, upon request and after consideration of the effect such releases may have on the BLM's ability to withhold this information from other parties, the BLM will provide the Cooperator with copies of documents underlying the EA relevant to the Cooperator's responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final EAs.

B. Moffat County roles and responsibilities include:

1. Moffat County is a Cooperating Agency in this NEPA process and is recognized to have jurisdiction by law or special expertise, *including but not limited to, all subject matters directly or indirectly related to health, safety, and welfare of the County.*
2. *The Cooperator will provide information, comments, and technical expertise to the BLM regarding those elements of the EA, and the data and analyses supporting them, in which it has jurisdiction or special expertise or for which the BLM requests its assistance. In particular, the Cooperator will provide information on the following topics:*
 - a. Environmental issues in which or where Moffat County has jurisdiction by law or special expertise
 - b. Public health, welfare and safety
 - c. Special expertise in roads, rights of way, and access routes
 - d. Customs, cultures, social and environmental values of Moffat County
 - e. Public or other records available to the County that may assist in the EA process
3. The Cooperator will have the opportunity to review and provide input on draft documents prepared during the EA process prior to public release of those materials.
4. During the EA development process, the Cooperator may review and provide comments within a mutually agreed upon timeframe (Exhibit A), with the understanding that this EA is subject to timeline restrictions found in updated CEQ regulations as of July 16, 2020 (<https://www.govinfo.gov/content/pkg/FR-2020-07-16/pdf/2020-15179.pdf>).
5. During public review periods (Exhibit A), the Cooperator may also provide a consolidated comprehensive review of the Draft EA and supporting documents.

C. The joint roles and responsibilities of the Parties include:

1. The Parties agree to participate in this EA process in good faith and make all reasonable efforts to resolve disagreements.
2. The Parties agree to comply with the schedule provided (Exhibit A), which includes dates for EA milestones and timeframes for the Cooperator's reviews and submissions.
3. Each Party agrees to fund its own expenses associated with the EA process. No payment will be made to either party by the other as a result of this MOU. The BLM may contract with a Cooperator for technical studies within its jurisdiction or special expertise.
4. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).

VI. Representatives

The Parties will designate representatives as specified in Exhibit B to ensure coordination during the EA process. The Parties may change their point of contact at any time by providing a revised Exhibit B to the other Party. Any revisions must be added to the official file.

VII. Funding

- A. Subject to the availability of funds, the Parties agree to fund their own expenses associated with the implementation of this MOU.
- B. Nothing contained herein shall be construed as obligating the BLM to any expenditure or obligation of funds in excess or in advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.

VIII. Records

Any records or documents generated as a result of this MOU shall become part of the official BLM record maintained in accordance with applicable BLM Records Management policies. Any request for release of records associated with the implementation of this MOU to anyone outside the Parties must be determined by BLM based on applicable laws, including the Freedom of Information Act and the Privacy Act.

IX. Compliance with Applicable Laws and Regulations; Severability Clause

This MOU is subject to all applicable Federal laws, regulations, and rules, whether now in force or hereafter enacted or promulgated. Nothing in this MOU shall be construed as in any way impairing the general powers of the BLM under such applicable laws, regulations, and rules. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.

X. Term, Amendment, and Termination

- A. Term of MOU:
 - 1. This MOU becomes effective upon the date last signed and executed by the duly authorized representative of the Parties to this MOU.
 - 2. This MOU shall remain in effect for five (5) years from the execution date unless terminated or cancelled prior to the expiration date.

B. Amendments:

1. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of all Parties.
2. Any changes, modification, revisions, or amendments to this MOU shall be incorporated by written instrument, executed, and signed by all Parties, and will be effective in accordance with the terms and conditions contained herein.

C. Termination:

1. This MOU may be terminated prior to the expiration date upon 30-day written notice and agreement between all parties to terminate this MOU.

XI. Other Provisions

- A. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- B. Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of environmental analysis or Cooperator representation, including officials, employees, or third-party contractors, having a financial interest in the outcome of the EA. Questions regarding potential conflicts of interest should be referred to BLM Headquarters or Field Ethics Counselors for resolution.
- C. Documenting disagreement or inconsistency. Where the BLM and the Cooperator disagree on substantive elements of the EA (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperator's views in the Draft EA and the Final EA. The BLM will also describe substantial inconsistencies between its proposed actions and the objectives of state, local, or land use laws, regulations, plans and policies.
- D. Management of information. The Parties understand that some review documents contain preliminary and/or confidential information. The Parties agree that decisions regarding the release of review documents to third parties will be made by the originating agency. The Parties also agree that every effort will be made to adhere to the applicable document distribution protocols that may be developed by the lead agency. If a document is exempt from disclosure under federal law, the BLM will identify the document and mark it with the appropriate exemption provision (e.g., US FOIA (b)(1)(A) or Privacy Act) before circulating it to the Cooperator.
- E. Conflict Resolution. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts and may agree to initiate an Alternative Dispute Resolution process. The Parties acknowledge that BLM retains final responsibility for the decisions identified in the EA and Decision Record.
 1. Facilitation. If the Parties disagree on matters of scientific information, data collection, or analysis, they may agree to retain an independent facilitator to

foster clear and efficient communication and to prepare a neutral assessment of the contested scientific issues.

2. Procedures for retaining, directing, and compensating the facilitator, and a detailed list of duties, will be established if this need arises, and with full participation between the Parties.

- F. Termination. Any party may terminate this MOU after 30 days written notice to the other parties of its intention to do so. During this period, the parties will enter negotiations to resolve any disagreement(s). If the disagreement(s), if any, have not been resolved by the end of the 30-day period, the MOU will terminate. In the event negotiations are progressing but are not concluded by the end of the 30-day period, the party initiating the termination notice may request that termination be postponed for an additional 30-day period or longer while the negotiations continue.

XII. Signatures

- A. All signatories have the appropriate delegation of authority to sign this MOU.
- B. The Parties hereto have executed this MOU on the dates shown below.

Donald Broom, Chair
Moffat County
Board of County Commissioners

Date

Bruce Sillitoe, Field Office Manager
Bureau of Land Management
Little Snake Field Office

Date

2 Attachments:

- Exhibit A (1 p)
- Exhibit B (1 p)

Exhibit A

Schedule of milestones for the completion of the BLM Banjo Solar Transmission as of January 2022

Milestones ¹	Date
Application (SF-299) and POD submitted.	07/20/2020
Administrative Draft EA to BLM and interagency personnel (Cooperating agencies) for review.	10/15/2022 - 10/19/2022
Comments to EA Contractor. EA Contractor incorporates edits and produces Draft EA.	10/19/2022 - 10/21/2022
BLM final review of Draft EA. Cooperating agencies may review.	10/21/2022 - 10/22/2022
Publication of Draft EA. Start public review period (approx. 30 days).	10/22/2022 - 11/21/2022
Hold virtual public meetings (optional) (Draft FONSI?).	TBD
Public comment period ends, all public comments to EA Contractor.	11/21/2022
Comment responses back to EA Contractor and finalized.	1/17/2023 - 1/31/2023
Administrative Final EA delivered to BLM and Cooperating agencies.	1/31/2023 - 2/13/2023
Comments back to EA Contractor.	2/13/2023 - 2/20/2023
Final POD review and approval.	2/1/2023 - 3/31/2023
Final internal review of Final EA.	2/20/2023 - 3/31/2023
Publication of Final EA and BLM Decision Record/FONSI	4/1/2023
Appeal Period Begins.	4/1/2023 - 5/1/2023
Issuance of ROW Grant	4/1/2023
Issuance of Notice to Proceed	4/5/2023

¹ Dates/Milestones are projections and are subject to change due to unplanned internal and external circumstances. As schedule modifications are made, BLM would be responsible to communicate any date/deadline modifications during the monthly Cooperating Agency conference call.

Exhibit B

Contacts:

Cooperator Contact

Jeff Comstock
Director
Moffat County Natural Resources Department
221 W Victory Way
Craig, Co 81625
Telephone: 970-826-3400
Email: jcomstock@moffatcounty.net

Bureau of Land Management Contact

Janell Corey
Project Manager
Bureau of Land Management
Little Snake Field Office
455 Emerson St.
Craig, CO 81625
Telephone: 970-826-5053
Email: jcorey@blm.gov