

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 22, 2021

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

- a) 2021-65: Resolution for Transfer of Payroll Warrants (pg 3)
- b) 2021-66: Resolution for Payment of Warrants (pg 4)
- c) 2021-67: Payment Cards (pg 5)
- d) 2021-68: Transfer of Intergovernment Funds for the month of June (pg 6)
- e) 2021-69: Voided Warrants Resolution for the month of June (pg 7)
- f) Balloon Fest Liquor License (pgs 8-13)
- g) Fair Entertainment contract w/B. Edwards (pgs 14-19)
- h) Coroner's Office contract w/Quality Health Network (pgs 20-30)
- i) SAFE Home Studies contract w/J. Thompson (pgs 31-36)
- j) Life Skills/Mental Health Services contract(s):
 - Teresa's Place (pgs 37-42)
 - A&S Counseling (pgs 43-48)
 - N. Gavic/LMFT (2) (pgs 49-60)
 - J. Adams (pgs 61-66)
- k) Department of Human Services Consultant contract w/T. Ramos (pgs 67-72)
- l) Amendment #2 to Moffat County Group Medical Benefit Plan (pg 73)

Public Comment, General Discussion:

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

Commissioner Discussion:

- Commissioner appointment updates
- 1) Housing Authority Board appointment (pg 74)



4:31 PM6/18/2021

Staff Reports:

- 2) Road & Bridge Department – Bruce White
 - Bid recommendation: Dozer (pg 75)
 - Monthly Report (pg 76)
- 3) Office of Emergency Management – Todd Wheeler
 - Annual Ambulance Licensing (pgs 77-79)

Presentations:

- 4) Memorial Regional Health – Andy Daniels
 - Resolution 2021-70: Transfer & Re-Zoning of County Hospital Real Property (pgs 80-85)
- 5) CNCC – Dr. Rodney Alexander
 - Cybersecurity Program Launch

9:00 am

Public Hearing:

- 6) Planning & Zoning – Jerry Hoberg
 - E-21-02 – Walker Exemption (pgs 86-89)
 - S-21-04 – Lyster Replat (pgs 90-93)
 - Resolution 2021-61: Certificate of Designation for Elk Springs Recycling & Recovery (pgs 94-96)

Adjournment

The next scheduled BOCC meeting will be Tuesday, July 6, 2021 - 8:30 am

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

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

Moffat County's YouTube link to view meeting:

<https://youtu.be/vMMucgjFNDg>

OR

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



4:31 PM6/18/2021

RESOLUTION 2021-65
PAYMENT OF PAYROLL WARRANTS
PAYROLL ENDING 6/12/2021

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:

6/21/2021

FROM FUND:

General	0010.7000	\$286,249.26	cr
Road & Bridge	0020.7000	\$185,779.17	cr
Landfill	0070.7000	\$16,169.78	cr
Airport	0120.7000	\$2,459.68	cr
Library	0130.7001	\$10,303.53	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$9,662.68	cr
Mo Co Tourism	0320.7000	\$3,131.94	cr
PSC Jail	0072.7000	\$75,349.11	cr
Human Services	0030.7100	\$85,077.30	cr
Public Health	0065.7000	\$17,824.09	cr
SM I	0168.7000	\$5,385.62	cr
SM II	0169.7000	\$6,170.45	cr

TO FUND:

Warrant	0100.1000	\$703,562.61	dr
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Adopted this _____ day of _____ A.D. 2021

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 2021-66
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JUNE 2021

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:

	Check Date:	6/22/2021	
FROM FUND:			
General	110	\$138,447.85 CR	0010.7000
Road & Bridge	200	\$208,759.42 CR	0020.7000
Landfill	240	\$7,400.49 CR	0070.7000
Airport	260	\$459.43 CR	0120.7000
Emergency 911	270	\$55.26 CR	0350.7000
Capital Projects	510	\$8,960.00 CR	0160.7000
Conservation Trust	211	\$643.52 CR	0060.7000
Library	212	\$4,198.05 CR	0130.7001
Maybell Sanitation	610	\$1,022.44 CR	0280.7000
Health & Welfare	720	\$167,452.72 CR	0080.7000
Senior Citizens	215	\$796.89 CR	0170.7000
Internal Service Fund	710	\$2,195.73 CR	0325.7000
Lease Purchase Fund	410	CR	0175.7000
NCT Telecom	520	CR	0166.7000
Mo Co Tourism Assoc	219	\$736.09 CR	0320.7000
PSC - JAIL	210	\$27,457.93 CR	0072.7000
Human Services	220	\$6,299.72 CR	0030.7100
Public Health	250	\$1,247.12 CR	0065.7000
Sunset Meadows I	910	\$21,633.63 CR	0168.7000
Sunset Meadows I Security	910	CR	0167.7000
Sunset Meadows II	920	\$31,698.24 CR	0169.7000
Sunset Meadows II Security	920	CR	0171.7000
Museum	229	CR	0310.7000
ACET	275	\$326.68 CR	0040.7000
Shadow Mountain LID	530	CR	0110.7000
MC Local Marketing District	231	\$48,145.00 CR	0050.7000
To Fund			
Warrant		\$677,936.21 DR	

Adopted this _____ day of _____ 2021

RESOLUTION 2021-67
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JUNE 2021

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:	6/22/2021		
General	110	<u>\$15,118.52</u>	CR	0010.7000
Road & Bridge	200	<u>\$4,608.18</u>	CR	0020.7000
Landfill	240		CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	<u>\$1,221.24</u>	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$483.32</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	<u>\$785.53</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	<u>\$494.12</u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$2,720.41</u>	CR	0320.7000
PSC - JAIL	210	<u>\$5,012.98</u>	CR	0072.7000
Human Sevices	220	<u>\$2,754.89</u>	CR	0030.7100
Public Health	250	<u>\$7,001.69</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$486.78</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$624.34</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$116.45</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$41,428.45</u>	DR	

Adopted this _____ day of _____

2021

RESOLUTION 2021-68
TRANSFER OF INTERGOVERNMENT FUNDS
FOR THE MONTH OF JUNE

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

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

<i>From: (Fund)(cr)</i>	<i>Amount</i>	<i>To: (Fund) (db)</i>	<i>Amount</i>
SM2 Security Deposit	\$ 202.92	SM1 Security Deposit	\$ 202.92
TOTALS		TOTALS	
	<u><u>\$ 202.92</u></u>		<u><u>\$ 202.92</u></u>

Adopted this _____ day of _____ A.D. 2021

Chairman

COUNTY OF MOFFAT)
)s

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

WITNESS my hand and seal this _____ day of _____ A.D. 2021

Clerk & Recorder

**RESOLUTION 2021-69
VOIDED WARRANTS RESOLUTION
FOR THE MONTH OF JUNE**

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:

6/22/2021

TO: WARRANT FUND	10-0000-2003	\$ 29,373.97	dr
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VOID FUND	WARRANT #		VENDOR NAME	
Social Services	431573	5/11/2021	Tyler Williams Unable to Deposit	\$ 1,400.00
General	465	5/25/2021	Amerigas Propane Service Wrong Amount Paid	\$ 608.98
R&B	465	5/25/2021	Amerigas Propane Service Wrong Amount Paid	\$ 1,515.00
Landfill	465	5/25/2021	Amerigas Propane Service Wrong Amount Paid	\$ 91.00
General	431595	5/25/2021	City of Craig Need separate checks	\$ 2,637.78
R&B	431595	5/25/2021	City of Craig Need separate checks	\$ 476.02
PSC	431595	5/25/2021	City of Craig Need separate checks	\$ 831.10
Library	431595	5/25/2021	City of Craig Need separate checks	\$ 106.85
Human Services	431595	5/25/2021	City of Craig Need separate checks	\$ 184.16
Local Marketing District	431595	5/25/2021	City of Craig Need separate checks	\$ 15,000.00
Health & Welfare	431595	5/25/2021	City of Craig Need separate checks	\$ 89.80
Sunset Meadows 1	431595	5/25/2021	City of Craig Need separate checks	\$ 3,267.79
Sunset Meadows 2	431595	5/25/2021	City of Craig Need separate checks	\$ 3,165.49

FROM: WARRANT FUND	10-0000-1001	\$ 29,373.97	cr
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Application for a Special Events Permit

Departmental Use Only

RECEIVED

JUN 07 2021

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

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

LIAB Type of Special Event Applicant is Applying for:

- 2110 ☐ Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 ☒ Fermented Malt Beverage \$10.00 Per Day

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate

VFW POST #4265

State Sales Tax Number (Required)

2. Mailing Address of Organization or Political Candidate
(include street, city/town and ZIP)

419 E VICTORY WAY
CRAIG CO 81625

3. Address of Place to Have Special Event
(include street, city/town and ZIP)

4. Authorized Representative of Qualifying Organization or Political Candidate

MARK F WICK

Date of Birth

6/17/49

Phone Number

970-826-6998

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

72896 W HWY 40

5. Event Manager

MARK WICK

Date of Birth

6/17/49

Phone Number

970-326-6998

Event Manager Home Address (Street, City, State, ZIP)

72896 W HWY 40

Email Address of Event Manager

6. Has Applicant Organization or Political Candidate been
Issued a Special Event Permit this Calendar Year?

☒ No ☐ Yes How many days? _____

7. Is the premises for which your event is to be held currently licensed under the
Colorado Liquor or Beer codes?

☐ No ☐ Yes License Number 1231-2021

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

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

Date 8/4/21	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.
10am To 9p				
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.

Oath of Applicant

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

Signature

Mark F Wick

Title

COMMANDER

Date

8/4/21

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)

Moffat County

☐ City

☒ County

Telephone Number of City/County Clerk

970-824-9116

Signature

Title

Clerk + Recorder

Date

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

Liability Information

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

(Instructions on Reverse Side)

8-7-2021

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

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

is a

Nonprofit Corporation

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/24/2021 that have been posted, and by documents delivered to this office electronically through 05/25/2021 @ 10:17:28 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/25/2021 @ 10:17:28 in accordance with applicable law. This certificate is assigned Confirmation Number 13194531 .



Jena Griswold

Secretary of State of the State of Colorado

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
Nathaniel Bingel(0713L3M)		PHONE	
11184 Huron St Ste 12		(A/C, NO, EXT): 303-451-8034	
Northglenn		FAX	
CO 80234-3344		(A/C, NO): 303-451-1265	
		E-MAIL	
		ADDRESS: nbingel@farmersagent.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED		INSURER A: Truck Insurance Exchange	
VFW 4265		INSURER B: Farmers Insurance Exchange	
419 E VICTORY WAY		INSURER C: Mid Century Insurance Company	
CRAIG		INSURER D:	
CO 81625		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			606736226	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
			GENERAL AGGREGATE \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Endorsement - (IF APPLICABLE, WILL BE DELIVERED WITH POLICY).

City of Craig and it's employees are additional insureds.

CERTIFICATE HOLDER

City of Craig and its Employees

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



AUTHORIZED REPRESENTATIVE

Nathaniel Bingel

MC Balloon Festival

Write a description for your map.

Legend

-  Beer Garden
-  Beer Garden

 Beer Garden



100 ft



Office of the Commissioners ~ Facilities

May 27, 2021

To Whom It May Concern:

This letter is to certify that VFW Post 4265 is authorized to operate a beer garden August 7, 2021, during the Balloon Festival festivities at Loudy-Simpson Park.

Sincerely,

Erin Miller
Administrative Assistant
Facilities Coordinator

MOFFAT COUNTY SPECIAL EVENTS PERMIT

**FERMENTED MALT LIQUOR
VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION**

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

**600 S. Ranney St., Craig, CO
LOUDY SIMPSON PARK**

Date: August 7, 2021

Time: 10:00 a.m. to 9:00 p.m.

FEE: \$100.00

SPECIAL EVENTS LICENSE #2021-02

This permit is issued subject to the laws of the State of Colorado and especially under the provisions of TITLE 44, ARTICLE 5, C.R.S. This permit is non-transferable. It is issued only for the specific location described above, and must be conspicuously posted at that location. In testimony whereof, I have hereunto set my hand and seal on the 22nd day of June, 2021.

Signed:

Chair/BOCC

Attest:

County Clerk



MOFFAT COUNTY FAIR ENTERTAINMENT AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 21st day of May April, 2021 by and between the Board of County Commissioners of Moffat County, Colorado ("County") and Branden Edwards ("Entertainer"), whose address is 695 25 Road, Grand Junction, CO 81505, whose telephone number is (970) 216-1818.

Type of Entertainment: Goat Roping.

Location of Entertainment: Moffat County Fairgrounds

Moffat County Check Made Payable to: Branden Edwards

Federal ID# or Social Security Number of Check Recipient: _____

In consideration of the mutual covenants and agreements set forth hereinafter, the County and the Entertainer agree as follows:

- 1. Scope of Work:** The Entertainer shall furnish all materials and perform in a satisfactory and proper manner and shall provide the Services (herein "Services") which are described in Paragraph 21 entitled "Additional Provisions."
- 2. Date of Performance:** Services of the Entertainer shall commence on August 4, 2021, and shall be completed on August 7, 2021, no matter the date of execution of this Agreement.

Time of Performance: Varies. Contractor shall arrive before noon, August 4, 2021.

- 3. Payment Procedures:** For satisfactory performance of the Services hereunder, County shall pay Entertainer a total of \$2,000.00. County shall pay Entertainer either on August 7, 2021 or within one week of that date. The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth as the contract rate herein.
- 4. Independent Contractor:** Entertainer shall perform its duties pursuant to this Agreement as an independent contractor and not as an employee. Entertainer affirms that it is has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with the Moffat County Board of County Commissioners. Entertainer shall receive no additional reimbursements for expenses without prior approval from Moffat County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Entertainer 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 Entertainer nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County.**

Colorado. Further, Entertainer is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.

- A. It is the expressed intent of the parties that the Entertainer is an independent contractor and not the agent, employee or servant of the County.
 - B. Entertainer shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, State, Federal and Social Security taxes, unemployment taxes, workers' compensation and self-employment taxes. Entertainer is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement. No Federal, State or Local Taxes of any kind shall be withheld or paid by the County.
 - C. Entertainer is not entitled to unemployment insurance or workers' compensation benefits unless such are provided by the Entertainer.
 - D. Entertainer does not have the authority to act for the County, or to bind the County in any respect whatsoever, or to incur any debts or liabilities in the name or on behalf of the County.
 - E. Entertainer has and hereby retains control of and supervision over the performance of Entertainer's obligations hereunder and control over any persons employed by Entertainer for performing the Services hereunder. All Services are to be performed solely at the risk of Entertainer and Entertainer shall take all precautions necessary for the proper and sole performance thereof.
 - F. Entertainer represents that all personnel engaged in the work shall be fully qualified and properly licensed or certified to perform the Services, as may be required by local, state and federal law or regulation.
 - G. Entertainer represents that it is engaged in providing similar services to clients other than the County and is not required to work exclusively for the County.
 - H. Entertainer shall furnish all tools, labor, personnel and supplies at its own expense, in such quantities and of the proper quality to professionally and timely perform the Services. Entertainer shall not use any employees of the County, Moffat County, its elected officials, agents, or any program administered or funded by the County to perform any of the Services.
5. **Quality of Performance:** Entertainer shall be responsible to provide event in a safe manner.
6. **Compliance with Laws:** The Entertainer shall comply, at its own expense, with all federal, state and local laws, ordinances, resolutions, codes and regulations which are applicable to the performance of the Services hereunder. Entertainer shall obtain and pay for all permits and licenses that Entertainer may be required to obtain for any and all of its operations in connection with the Service.
7. Entertainer represents and warrants that in performing its obligations under the Agreement it is not and will not be infringing upon any property right, patent right, or other legal right of any person or entity; and, if any suit is brought or claim is made by anyone alleging that Entertainer (or anyone in conjunction with the ownership or presentation of the performance by Entertainer) is infringing upon or violating any property right, patent right or other legal right by performing the services contemplated herein, then Entertainer will indemnify, defend and hold harmless County against and from any and all loss, claim, damage, cost, attorneys' fees or other loss whatsoever.
8. Unless otherwise agreed by the parties in writing, Entertainer shall provide all necessary equipment for the performance at Entertainer's sole expense. County is not responsible for any equipment unless otherwise specifically provided for in this Agreement. Entertainer shall be prepared to begin the performance precisely at the date and time set forth in this

Agreement. Any required setup shall be completed by Entertainer in advance of said date and time.

9. **No Assignment:** The work required of Entertainer under this Agreement shall not be delegated to any other person or entity, and no right or obligation of this Agreement shall be assigned by either Party without express consent of the other Party.
10. **Damages:** Any damage to County's property, including equipment, which results from the acts or omissions of Entertainer shall be the responsibility of Entertainer and payment for any such damage shall be made by Entertainer within thirty (30) days of written notification of the damage by County.
11. **Illegal Aliens – Public Contracts:** If Entertainer has any employees or subcontractors, Entertainer 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, Entertainer certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Entertainer 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. Entertainer 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 Entertainer that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - B. Entertainer 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. Entertainer 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 Entertainer obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Entertainer shall:
 - i. Notify the subcontractor and the County within three days that Entertainer 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 Entertainer 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. Entertainer 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 Entertainer violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Entertainer shall be liable for actual and consequential damages to the County as required by law.

G. County will notify the Office of the Secretary of State if Entertainer violates this provision of this Contract and the County terminates the Contract for such breach.

12. Indemnification: The Entertainer shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Entertainer, its employees, agents, representatives or other persons acting under the Entertainer's direction or control in performing or failing to perform the services under this Contract. The Entertainer agrees to indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Entertainer, its employees, agents or representatives, or other persons acting under the Entertainer's direction or control. Nothing in this agreement shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended.

13. Insurance: At all times during the term of this Agreement, Entertainer 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 \$600,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

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;

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 Entertainer 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 County and filed with and approved by the Colorado Department of Insurance. Entertainer shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion.

The County shall be named as an additional insured on Entertainer's Comprehensive General Liability Policy. Entertainer shall provide the County with a copy of said 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 County at least fourteen (14) days before the Services of the Entertainer commence on the date stated in Paragraph 2 of this Agreement.

14. Modifications: This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in a writing executed by the County and the Entertainer.

- 15. Governing Law:** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the district Court of Moffat County, Colorado.
- 16. 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.
- 17. 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:

County's Representative:

Donald Broom
MCBOCC Chair
221 West Victory Way, Suite 130
Craig, CO 81625
(970) 824-5517

Entertainer:

Branden Edwards
695 25 Road
Grand Junction, CO 81505
(970) 216-1818


- 18. 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.
- 19. 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 County or the Entertainer on this Agreement and any modification hereto shall be effective for all purposes.
- 20. 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.
- 21. Additional Provisions:**
- **Moffat County will provide:**
 - Moffat County Fair will provide an area of at least 40' x 50' that is accessible by vehicle.
 - **Entertainer will provide:**
 - Branden Edwards will provide health inspection certificate on goats to a Fair Board representative upon arriving at the fairgrounds.
 - Branden Edwards shall provide all equipment, prizes and manpower to run the event.
 - Branden Edwards shall run the event in a safe manner on dates specified in Paragraph 2.

IN WITNESS WHERE OF, the County and the Entertainer have set their hands and seals.

**BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO**

By: _____
Donald Broom, Chair


Entertainer:

By:  Braden Edwards
(Printed Name)

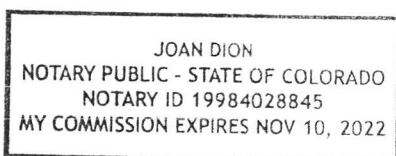
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 21 day of May, 2021 by Branden Edwards.

MY COMMISSION EXPIRES: 11/10/22


Notary Public

Notary Public
1211 N 7th Grand Junction, CO 81501
Address of Notary Public



AMENDMENT TO
ELECTRONIC COMMERCE AGREEMENT
FOR GOVERNMENTAL ENTITIES

QUALITY HEALTH NETWORK,
a Colorado nonprofit corporation
(herein "QHN")

Address of QHN:

744 Horizon Court, Suite. 210
Grand Junction, CO 81506
(970) 248-0033
dthompson@qualityhealthnetwork.org

Moffatt County Board of Commissioners

print/type name of contracting entity
(herein "Participant")

Address of Participant:

221 West Victory Way, Ste 110 _____
Craig, CO 81625 _____

QHN and Participant are parties to an Electronic Commerce Agreement dated _____, (the "Electronic Commerce Agreement") and amendments thereto ("Prior Amendments"). The Electronic Commerce Agreement and Prior Amendments shall collectively be referred to as the "Agreement." All definitions and terms of the Agreement are incorporated herein by this reference.


QHN and Participant desire to enter into this Amendment for the purpose of addressing legal matters that involve Participant's status as a public entity.

Participant and QHN agree to all attached Terms and Conditions.

This Amendment is dated and shall be effective on the date set forth below by QHN as the effective date.

QUALITY HEALTH NETWORK,
a Colorado nonprofit corporation

Moffatt County Board of Commissioners
(print/type name of Participant)

By:  _____
(signature)

Dick Thompson

Name/Title: CEO _____
(print/type name of signatory and title)

By: _____
(signature)

Name/Title: _____
(print/type name of signatory and title)

Effective Date: _____
(To be completed by QHN)

TERMS AND CONDITIONS

1. **Indemnity.** Any provisions of the Agreement wherein Participant indemnifies QHN or QHN indemnifies Participant are hereby deleted.

2. **Arbitration.** All provisions of the Agreement regarding submitting claims to arbitration are hereby deleted. Venue for any legal actions concerning this Agreement shall only be in Mesa County, Colorado.

3. **Additions to Agreement.** The following provisions are added to the Agreement.

A. **Colorado Open Records Act.** QHN understands that certain information, including this Agreement and all Exhibits thereto, may be public records available for public inspection and copying under the Colorado Open Records Act ("CORA") and other applicable laws. Nothing in the Agreement shall in any way limit the ability of the Participant to comply with any laws or legal process concerning disclosures by public entities. Any information subject to CORA as a public record may be released to third parties in compliance with CORA. The parties further agree that any such release by the Participant will not constitute a breach or threatened breach of this Agreement.

B. **Colorado Taxpayers Bill of Rights.** Financial obligations of the Participant payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The parties acknowledge that appropriation of moneys by the Participant is a governmental function which the Participant cannot contractually commit to in advance and that this Agreement does not constitute: (i) a multiple fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation

creating a pledge of or a lien on Participant tax or general revenues. If the Participant's board does not approve an appropriation of funds at any time during the term of this Agreement for any payment due or to become due for a fiscal year during the term of this Agreement, the Participant shall have the right to terminate the Agreement on the last day of the fiscal period for which sufficient appropriations were received, without penalty or expense. The Participant may terminate this Agreement by giving notice in writing that (a) funds have not been appropriated for the fiscal period, and (b) the Participant has exhausted all funds legally available for the payment.

C. **Colorado Governmental Immunity Act.** Nothing contained in this Agreement will be construed as an express or implied waiver by Participant of its governmental immunity or an express or implied acceptance by Participant of liabilities in excess of the liabilities allowable under the Colorado Governmental Immunity Act ("CGIA"), to the extent the provisions of the CGIA apply to this Agreement. Any liability of Participant (including indemnification) is strictly limited by the provisions of the CGIA, to the extent those provisions apply to this Agreement.

4. **Revision to Paragraph 3.5, Participant Restrictions.** The introductory clause of paragraph 3.5 of the Agreement shall be revised to add the following underlined and italicized language: "Participant will not, and will not *knowingly* permit any Participant User or Third Party to:..." The remainder of paragraph 3.5 shall remain unchanged.

5. **Effect.** Except as set forth in this Amendment, all terms, covenants and conditions of the Agreement shall remain in full force and effect.

ELECTRONIC COMMERCE AGREEMENT

(“Agreement”)

QUALITY HEALTH NETWORK, a Colorado
nonprofit corporation (herein “QHN”)

Address of QHN:

744 Horizon Court, Suite 210
Grand Junction, CO 81506
(970) 248-0033

Moffat County Board of Commissioners

(herein “PARTICIPANT”)

Address of Participant:

221 West Victory Way, Ste 110

Craig, CO 81625

Tax I.D. No.: 98-03166


RECITALS

- A. QHN provides the QHN System to facilitate the exchange of electronic data, coordinate care and improve the quality of health in the community. QHN may also provide other products or services from time to time. Participant desires to use the QHN System.
- B. The placement and use of information in the QHN System and the sharing of such information using the QHN System are subject to various Information Privacy and Protection Laws. By placing information in the QHN System, Participant agrees such information can be disclosed and used as allowed by the QHN System. Participant shall comply with all applicable laws when using or disclosing information through use of the QHN System. Such compliance is required of all persons who are authorized to use the QHN System.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual promises set forth below, the parties agree as follows:

- A. Products and Services Provided and Fees. So long as this Agreement is in effect and Participant and Participant Users comply with all terms of this Agreement, QHN will provide Participant and Participant Users access to use the QHN System as well as other products and services. Access and use of the QHN System and products and services will be described in an order (“Order”). Orders are further described in attached Exhibit B, and all Orders are considered as part of this Agreement.
- B. Agreement to Terms and Conditions. QHN and Participant agree to all Terms and Conditions, attached.

This Agreement is dated and shall be effective on the date set forth below by QHN as the effective date.

QUALITY HEALTH NETWORK, a Colorado nonprofit corporation  <small>Dick Thompson (Jun 10, 2021 15:00 MDT)</small>	PARTICIPANT Moffat County Board of Commissioners _____ <small>(print/type name of Participant)</small>
By: _____ <small>(signature)</small> Dick Thompson	By: _____ <small>(signature)</small>
Name/Title: CEO _____ <small>(print/type name and title of signatory)</small>	Name/Title: _____ <small>(print/type name and title of signatory)</small>
Effective Date: _____	

**EXHIBIT A
TO
ELECTRONIC COMMERCE AGREEMENT**

Applicability: If Participant is a Covered Entity for which QHN is performing functions as a Business Associate of Participant, then QHN and Participant agree to be bound to the terms of this Business Associate Agreement. This Business Associate Agreement is only applicable if Participant is such a Covered Entity.

BUSINESS ASSOCIATE AGREEMENT—Covered Entity

This Business Associate Agreement (“Agreement”) is agreed to by Quality Health Network, Inc. (herein, “QHN”) and “Participant” named in the Electronic Commerce Agreement (“Services Agreement”) to which this Agreement is attached.

RECITALS:

WHEREAS, Participant is a health care provider or health plan. Participant desires to Use the QHN System provided by QHN for purposes of promoting the improvement of health care treatment, payment and operations.

WHEREAS QHN and Participant have entered into the Services Agreement, pursuant to which QHN will have access to Protected Health Information.

WHEREAS, the relationship between QHN and Participant created under the terms of this Services Agreement results in QHN’s classification as a “Business Associate” under HIPAA. The HIPAA regulations require Participant to enter agreements that include certain mandated provisions, which are included in this Agreement, with all vendors and contractors that are classified as “Business Associates.

WHEREAS, the purpose of this Agreement is to comply with a federal law, “HIPAA,” as defined below, that applies to QHN and Participant.

THEREFORE, In consideration of the mutual promises below and any fees paid pursuant to the Services Agreement, and the exchange of information pursuant to this Agreement, the parties agree as follows:

- I. Definitions.** The definitions in the Services Agreement are incorporated herein by this reference. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. parts 160 and 164.
- II. QHN and Participant Obligations.**
 - A. Permitted Uses and Disclosures of PHI by QHN.** The scope of PHI that may be Used, Disclosed, or accessed and/or the functions performed by QHN includes PHI necessary to perform functions permitted or required by the Services Agreement, or to take other measures to satisfy the Participant’s obligations under 45 C.F.R. 164.524, as such measures are described in this Agreement. QHN may, if necessary, Use PHI for the proper management and administration of QHN, or to carry out legal

responsibilities of QHN, as may be allowed by the Information Privacy and Protection Laws. QHN may Disclose PHI for the proper management and administration of QHN or to carry out the legal responsibilities of QHN, provided the Disclosures are required by law, or QHN obtains reasonable assurances from the person to whom the information is Disclosed that the information will remain confidential and Used or further Disclosed only as required by law, or for purposes for which it was Disclosed to the person, and the person notifies QHN of any instances of which it is aware in which the confidentiality of the information has been Breached. QHN may Use and Disclose PHI in providing data aggregation services relating to the health care operations of the Participant. QHN may Use and Disclose PHI as required by law and for public health activities, as provided in 45 C.F.R. 164.512. QHN will not Use, Disclose, or access PHI in violation of any applicable Information Privacy and Protection Laws. QHN further agrees to not Use or further Disclose PHI other than as permitted or required by this Agreement or by law. QHN shall comply with the requirements of HITECH applicable to QHN as a Business Associate. Except as set forth above, QHN may not Use or Disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Participant.

- B. Access to Records. To the extent QHN has possession of PHI in a Designated Record Set, upon a request made by an Individual QHN agrees to provide access: (i) at the request of Participant to PHI in a Designated Record Set to Participant (but not to an Individual) as may be necessary to meet the requirements under 45 CFR 164.524; or (ii) directly to the Individual in a manner consistent with QHN Policies and in compliance with the requirements of 45 C.F.R. 164.524.
- C. Amendment to Records. QHN agrees to allow Participant (but not an Individual) to make any amendment(s) to PHI in a Designated Record Set in QHN's possession that Participant may be required to make pursuant to 45 CFR 164.526 in the time and manner designated by Participant. Participant shall make such amendments as may be required by applicable law. QHN will assist Participant as required by law with regard to such amendments. QHN is not responsible for making any amendments to medical records, or for the accuracy of any amendments made to medical records.
- D. Accounting for Disclosure of Records. QHN shall maintain an accounting or record of all Disclosures of PHI it makes only as required by and in accordance with 45 C.F.R 164.528. Records of Disclosures shall be retained by QHN for a period of time that complies with HIPAA and other applicable federal or state law requirements pertaining to record retention. The record of the Disclosure shall include the following information: (a) the date of the Disclosure; (b) the name and address of the organization and/or individual receiving the information; (c) a brief description of the information Disclosed; and (d) a copy of all requests for Disclosures. QHN agrees to provide to Participant (but not an Individual), in the time and manner designated by Participant, information collected in accordance with this section, to permit Participant to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- E. Mitigation. QHN agrees to mitigate, to the extent practicable, any harmful effect that is known to QHN of a Use or Disclosure of PHI by QHN in violation of the requirements of this Agreement.

F. Safeguards and Security Incidents. At all times following the Receipt of PHI, until such time as the PHI is no longer in QHN's possession or subject to its control:

1. QHN shall implement administrative, physical, and technical safeguards, as required by the Security Rule, that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it Receives, maintains, or Transmits on behalf of Participant. Such administrative, physical, and technical safeguards shall be implemented in order to prevent any Use or Disclosure of PHI other than those permitted under this Agreement;
2. QHN shall notify Participant of any Use or Disclosure of PHI not permitted by or contrary to the terms of this Agreement of which QHN becomes aware;
3. QHN shall notify Participant of any Security Incident of which it becomes aware;
4. QHN shall comply with the requirements of the Information Privacy and Protection Laws in order to notify Participant of any Breach of unsecured PHI following the discovery of such Breach. In any event, such notice will be provided without unreasonable delay and in no case later than thirty (30) days after discovery of a Breach of unsecured PHI. Such notice shall include the identification of each Individual whose unsecured protected health information has been, or is reasonably believed by QHN to have been, accessed, acquired or disclosed during such Breach. QHN and Participant will cooperate with each other with regard to reporting of such a Breach if such reporting is required by law.

G. Disclosure of PHI to Third Parties. QHN may not Disclose PHI to Third Parties except under the following conditions:

1. The Disclosure is of the "minimum necessary" (as that term is defined in HIPAA) information for the purposes of the Disclosure, if such standard is required by applicable law; and
2. The Disclosure is necessary to accomplish a purpose for which the PHI was Disclosed to the Receiving party and is permitted under applicable Information Privacy and Protection Laws and this Agreement.

For purposes of this Agreement, a Participant or Participant User's access and Use of the QHN System shall not be considered a Disclosure of PHI by QHN under this Agreement.

H. Subcontractors. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, QHN agrees to ensure that any agent or subcontractor of QHN agrees to the same restrictions, conditions and requirements as regards PHI that apply to QHN throughout this Agreement when such agents or subcontractors are performing any of the tasks, duties, or obligations required of QHN by this Agreement.

- I. De-identified PHI. QHN is authorized to Use PHI to de-identify the information in accordance with 45 C.F.R. 164.514(a)-(c). Once de-identified, such information may be used or disclosed as allowed by applicable law.
- J. Privacy Practices and Restrictions. Participant shall notify QHN of any limitation(s) in the notice of privacy practices of Participant under 45 C.F.R. 164.520, to the extent that such limitation may affect QHN's Use or Disclosure of PHI. Participant shall notify QHN of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her PHI, to the extent that such changes may affect QHN's Use or Disclosure of PHI. Participant shall notify QHN of any restriction on the Use or Disclosure of PHI that Participant has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect QHN's Use or Disclosure of PHI.
- K. Auditing of Records. QHN agrees to make its internal practices, books, and records relating to its access to, Use, and Disclosure of PHI received from or on behalf of Participant or created by QHN on behalf of Participant available to Participant or, at the request of Participant, to the U.S. Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by Participant or the Secretary for purposes of determining compliance with Information Privacy and Protection Laws.
- L. Breach Notification by Participant in eHealth Exchange. At all times while subject to this Agreement and when accessing data from the eHealth Exchange through use of the QHN System:
 - 1. As soon as reasonably practicable, but no later than five (5) business days after determining that a Breach occurred and is likely to have an adverse impact on the QHN System or another user, Participant will notify QHN, and will assist and cooperate with QHN in the notification by QHN of any other user of the QHN System likely impacted by the Breach and the eHealth Exchange Coordinating Committee. The notification by Participant to QHN shall include all information required by QHN's Standards. Participant shall supplement the information contained in the notification as it becomes available.
 - 2. Notwithstanding the above, within one (1) hour of discovering information that leads Participant to reasonably believe that a Breach may have occurred and that such Breach involves a federal government user, Participant will alert QHN and will work with QHN to provide notification to the federal government user of the discovery of the Breach. Further, within twenty-four (24) hours of determining that a Breach has occurred and is likely to have an adverse impact on a federal government user, Participant shall assist and cooperate with QHN to provide notification to all such federal government users that are likely impacted by the Breach and the eHealth Exchange Coordinating Committee.
- M. Compliance with Law and Agreement. To the extent QHN is to carry out one or more of the Participant's obligations under Subpart E of 45 C.F.R. Part 164, QHN

shall comply with the requirements of Subpart E that apply to Participant's performance of such obligations. Each party to this Agreement shall comply with, and as applicable shall require its directors, officers and employees to comply with, all applicable Information Privacy and Protection Laws and with each party's duties and obligations pursuant to this Agreement.

- N. Incorporation of Additional Requirements; Construction. The requirements of applicable law pertaining to PHI are, to the extent not adequately provided for in this Agreement, hereby incorporated by this reference and shall become a part of this Agreement. This Agreement shall be construed as broadly as necessary to implement and comply with Information Privacy and Protection Laws.

III. Obligations of Participant.

- A. If necessary for QHN to perform its obligations under the terms of the Services Agreement, Participant shall provide QHN with the notice of privacy practices that Participant produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- B. Participant shall provide QHN with any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, if such changes affect QHN's permitted or required Uses and Disclosures.
- C. Participant shall notify QHN of any restriction to the Use or Disclosure of PHI that Participant has agreed to or any alternate means of communication requirements with an Individual that Participant must comply with in accordance with 45 CFR 164.522.

IV. Term and Termination.

- A. Effective Date. The Effective Date of this Agreement shall be the Effective Date of the Services Agreement.
- B. Term. Except as otherwise agreed, this Agreement shall be in effect for the term of the Services Agreement and shall remain in effect until all of the PHI provided by Participant to QHN, or created or Received by QHN on behalf of Participant, is destroyed or returned to Participant, or if it is not feasible to return or destroy PHI, protections are extended to such information in accordance with the termination provisions of this Agreement.
- C. Termination for Cause. Notwithstanding anything to the contrary in this Agreement or the Services Agreement, upon gaining knowledge of a material breach by QHN of the terms of this Agreement, including but not limited to a pattern or practice that would constitute a breach of this Agreement, Participant may at its sole discretion:
1. Immediately terminate this Agreement and the Services Agreement, and suspend all services (without penalty) immediately upon written notice to QHN without any term of notice and/or judicial intervention being required, and without liability on behalf of Participant for such suspension; or,
 2. Allow QHN an opportunity to cure the breach.

- D. Participant Rights Upon Termination. Upon termination of this Agreement, QHN may retain data received from Participant. With regard to such data that is PHI, QHN will continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to protect Use or Disclosure of the PHI for as long as QHN retains the PHI and for data that is not PHI, QHN shall comply with all applicable laws to safeguard the confidentiality of such data. QHN will not Use or Disclose such PHI retained by QHN, other than for the purposes for which such PHI or CSI was retained and subject to the same conditions of this Agreement which applied prior to termination.

V. Miscellaneous.

- A. Amendment of Agreement. Except as otherwise set forth in this Agreement, this Agreement shall not be changed, modified or altered except by amendment, which, to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing, QHN may unilaterally amend this Agreement in order to comply with any applicable federal or state laws or regulations, including but not limited to Information Privacy and Protection Laws, effective immediately upon written notice to Participant. Upon the addition of, change, or amendment to any applicable federal or state laws or regulations, including but not limited to Information Privacy and Protection Laws, which would require an amendment to this Agreement, this Agreement shall be deemed to be amended to comply with such addition, change or amendment.
- B. Interpretation. The requirements of applicable law pertaining to PHI are, to the extent not adequately provided for in this Agreement, hereby incorporated by this reference and shall become a part of this Agreement. This Agreement shall be construed as broadly as necessary to implement and comply with Information Privacy and Protection Laws.

**EXHIBIT B
TO
ELECTRONIC COMMERCE AGREEMENT**

Orders

- I. Fees.** One time and/or recurring fees for use of the QHN System and other products and services shall be those set forth on an Order which QHN will provide to Participant. Participant shall pay QHN the fees set forth on the Order pursuant to the payment terms of the Order and this Agreement. Any amounts owed to QHN which are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum. The payment amount and interest rate are subject to change upon sixty (60) days written notice to Participant from QHN, subject to Participant's right to terminate the Agreement as provided herein. QHN may refuse Participant and Participant Users access to uses of the QHN System if payment is not timely made by Participant.
- II. Uses, Products and Services.** The Order shall describe Participant's access and use of the QHN System or other products and services provided by QHN.
- III. Order Issuance and Acceptance.** Orders are issued by QHN. Orders shall be binding upon QHN and Participant upon execution by Participant and acceptance by QHN.
- IV. Termination.** Either QHN or Participant may terminate an Order upon sixty (60) days prior written notice. Participant shall pay QHN for any work completed up to the date of the termination. Termination of an Order shall not terminate this Agreement.



Product/Services Order Dated: 06/11/2021

Exhibit B Addendum of QHN eCommerce Agreement Dated:

Sold To

Name: Moffat County Board of Commissioners

Address: 221 West Victory Way, Suite 130, Craig, CO 81625

Contact Name: Donald Broom

Contact Phone: (970) 824-5517

Contact Email: dbroom@moffatcounty.net

QHN Products and Services	One Time Fees	Monthly Fees
Statement of Work (SOW) detail below or attached (rate = \$150/hr):	\$450	\$106
Patient Summary set up and training for 2 users. Training and set up are \$150 per hour. Monthly fees are \$53 per month per user.		
Travel expenses (mileage at IRS allowed rate - \$0.56)	\$0	\$0
Sub Total:	\$450	\$106
Adjustments:	\$0	\$0
Total Amount Due:	\$450	\$106

Amounts will be due under this Order when Specified work is complete. Work is considered complete when system is available for productive use. License and Services Fees are delivered pursuant to the eCommerce Agreement with QHN. Special Fee Schedules may apply for special situations. **Travel & out-of-pocket expenses are invoiced to Participant as incurred.** Add-on Users to be invoiced per the current QHN fee schedule. QHN is not responsible for any Participant vendor fees that may apply.

Notes: This order is for set up and training for 2 users on QHN. The monthly fee is \$53 per user. Additional users will be invoiced for a \$150 set up fee and \$53 per additional user per month. Fees will increase annually a minimum of 2% or CPI Index/whichever is greater.

Signature below authorizes delivery of products and services listed pursuant to eCommerce Agreement.

Executed by: _____
Authorized Participant Signature

Date:

Printed name: _____
Printed Name and Title

Advisor:

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
HOME STUDY CONTRACTOR SERVICES**
June 1, 2021 – May 31, 2022

1. THIS CONTRACT, made this 22nd day of June, 2021, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Joy Thompson, 360 Grand Avenue, Suite 201, Grand Junction, CO 81501, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2021, until May 31, 2022, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **SAFE Home Studies** at the residence of the potential foster/adoptive home applicant(s). 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 the following rates:
 - SAFE Home Studies at \$1000.00 per study

The amount to be expended pursuant to this Agreement shall not exceed Ten Thousand dollars and no/100 cents (\$10,000.00). 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 at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional 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 Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat

County Board of County Commissioners. Contractor also agrees to indemnify and hold Moffat County, Colorado, and its elected officials and employees harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County'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 Paragraphs 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 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. Contractor/Consultant 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/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 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/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 the 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 terminate 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 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 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 laws of the United States and State of Colorado.
- h) To provide County with reports on the provision of service as follows:
 - 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's approval.
 - 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.
 - 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, 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 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
Tia Murry, Director

5/13/2021
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Donald Broom, Chairperson

Date

CONTRACTOR

Joy Thompson
Joy Thompson

6.2.2021
Date

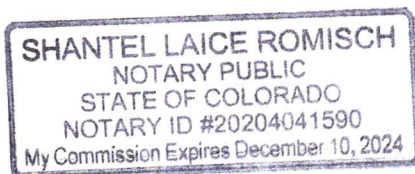
STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

Subscribed and affirmed to before me this 4th day of June, 2021, by
Joy Thompson, Independent Contractor.

Witness my hand and seal.

My commission expires: 12/10/2024

Shantel Romisch
Notary Public



**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
LIFE SKILLS SERVICES
June 1, 2021 – May 31, 2022**

1. THIS CONTRACT, made this 1st day of June, 2021, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Teresa's Place, 710 West 4th St, Pueblo, CO 81003, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2021, until May 31, 2022, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Life Skills Services** to eligible youth and families. 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 the following rates:
 - Intake Fee: \$35.00/episode
 - Supervised Visitation: \$0 - \$60/hour; fee increases by increments of \$10/hour based on income and number of people in the household.
 - Contractor may waive some or all fees based on participant income and household size.
 - 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 the missed appointment, County will pay the negotiated rate of service for three times per family throughout the fiscal year.

The amount to be expended pursuant to this Agreement shall not exceed Twenty Five Thousand dollars and no/100 cents (\$25,000.00). 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 at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional 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 Worker's Compensation Benefits or any other benefit of employment with County.**

Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract. Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat County Board of County Commissioners. Contractor also agrees to indemnify and hold Moffat County, Colorado, and its elected officials and employees harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County'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 Paragraphs 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 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. Contractor/Consultant 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/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 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/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 the 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 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 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 laws of the United States and State of Colorado.
- h) To provide County with reports on the provision of service as follows:
 - 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's approval.
 - 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.
 - 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, 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 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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
Tia Murry, Director

5/13/2021
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Donald Broom, Chairperson

Date

CONTRACTOR

Maureen White
Teresa's Place

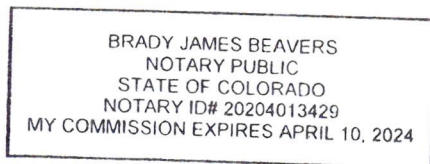
6/4/2021
Date

STATE OF COLORADO)
) ss.
COUNTY OF Pueblo)

Subscribed and affirmed to before me this 4 day of June, 2021, by
Maureen White, Independent Contractor.

Witness my hand and seal.
My commission expires: 4/10/2024

Brady James Beavers
Notary Public



**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2021 – May 31, 2022**

1. THIS CONTRACT, made this 25 day of May, 2021, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **A & S Counseling, LLC**, 401 Russell Street, Craig, CO 81625, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2021, until May 31, 2022, 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 the following rates:
 - Individual Counseling: \$90.00/hour and \$45.00/half hour
 - Group Therapy: \$35.00/event
 - Family Counseling: \$105.00/event
 - Mental Health Assessment: \$85.00/hour
 - Therapeutic Aid: \$50.00/hour
 - Court Testimony, authorized preparation time and report writing: \$85.00/hour
 - 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 the 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 Ten Thousand dollars and no/100 cents (\$10,000.00). 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 at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional 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**

Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract. Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat County Board of County Commissioners. Contractor also agrees to indemnify and hold Moffat County, Colorado, and its elected officials and employees harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County'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 Paragraphs 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 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. Contractor/Consultant 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/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 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/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 the 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 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 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 laws of the United States and State of Colorado.
- h) To provide County with reports on the provision of service as follows:
 - 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.
 - 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.
 - 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, 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 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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
Tia Murry, Director

5/13/2021
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Donald Broom, Chairperson

Date

CONTRACTOR

Steven P. Walls
Steven P. Walls

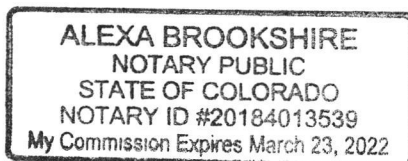
6/4/21
Date

STATE OF COLORADO)
) ss.
COUNTY OF Moffat)

Subscribed and affirmed to before me this 4 day of June, 2021, by
Steven Walls, Independent Contractor.

Witness my hand and seal.
My commission expires: 3/23/2022

Alexa Brookshire
Notary Public



**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2020 – May 31, 2021**

1. THIS CONTRACT, made this 10 day of June, 2021, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Natalie Gavic, LMFT, P.O. Box 776018, Steamboat Springs, CO 80477, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2020, until May 31, 2021, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide Mental Health Services to eligible individuals 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 the following rates:
 - Individual Counseling: \$110.00/hour
 - Family Counseling: \$120.00/hour
 - 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 the 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 Ten Thousand dollars and no/100 cents (\$10,000.00). 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 at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional 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 Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract. Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the

Contractor's property, which may occur during the performance of duties needed to complete this contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat County Board of County Commissioners. Contractor also agrees to indemnify and hold Moffat County, Colorado, and its elected officials and employees harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County'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 Paragraphs 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 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. Contractor/Consultant 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/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 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/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 the 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 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 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 laws of the United States and State of Colorado.
- h) To provide County with reports on the provision of service as follows:
 - 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.
 - 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.
 - 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, 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 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

Tiz Murry
Tiz Murry, Director

6/7/2021
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Donald Broom, Chairperson

Date

CONTRACTOR

Natalie Gavie
Natalie Gavie, LMFT

5/27/21
Date

STATE OF COLORADO)

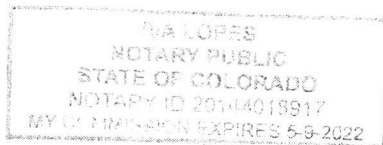
COUNTY OF) ss.

Subscribed and affirmed to before me this 10 day of June, 2021, by
Natalie Gavie, Independent Contractor.

Witness my hand and seal.

My commission expires: 5-9-2022

[Signature]
Notary Public



**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2021 – May 31, 2022**

1. THIS CONTRACT, made this 10 day of June, 2021, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Natalie Gavic, LMFT, P.O. Box 776018, Steamboat Springs, CO 80477, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2021, until May 31, 2022, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide Mental Health Services to eligible individuals 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 the following rates:
 - Individual Counseling: \$110.00/hour
 - Family Counseling: \$120.00/hour
 - 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 the 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 Ten Thousand dollars and no/100 cents (\$10,000.00). 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 at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional 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 Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract. Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the

Contractor's property, which may occur during the performance of duties needed to complete this contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat County Board of County Commissioners. Contractor also agrees to indemnify and hold Moffat County, Colorado, and its elected officials and employees harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County'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 Paragraphs 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 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. Contractor/Consultant 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/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 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/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 the 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 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 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 laws of the United States and State of Colorado.
- h) To provide County with reports on the provision of service as follows:
 - 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.
 - 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.
 - 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, 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 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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
Tia Murry, Director

6/7/2021
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Donald Broom, Chairperson

Date

CONTRACTOR

Natalie Gavie
Natalie Gavie, LMFT

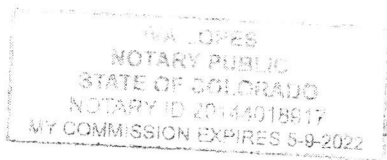
6/7/2021
Date

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT)

Subscribed and affirmed to before me this 10 day of June, 2021, by
Natalie Gavie, Independent Contractor.

Witness my hand and seal.
My commission expires: 5-9-2022

[Signature]
Notary Public



**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2021 – May 31, 2022**

1. THIS CONTRACT, made this 22nd day of June, 2021, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Jacquelyn S. Adams, dba Healthy Mind, LLC, 1280 East Industrial Avenue, Suite 101, Craig, CO 81625, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2021, until May 31, 2022, 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 the following rates:
 - Individual Counseling: \$100.00/hour and \$50.00/half hour
 - Group Therapy: \$35.00/event
 - Family Counseling: \$105.00/event
 - Mental Health Assessment: \$90.00/hour
 - Therapeutic Aid: \$50.00/hour
 - EMDR Therapy: \$110.00/hour
 - Court Testimony, authorized preparation time and report writing: \$90.00/hour
 - Coaching: \$30.00/hour
 - 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 the 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 at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional 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 Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat County Board of County Commissioners. Contractor also agrees to indemnify and hold Moffat County, Colorado, and its elected officials and employees harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 9 (e) and (f).
7. County agrees:
 - a) To determine child eligibility.
 - b) To provide Contractor with authorization regarding eligibility for a child or family as the basis for services to be purchased.
 - c) To provide Contractor with referral information including name and address of family, social, medical, and 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. Contractor/Consultant 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/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 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/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 the 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 terminate 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 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 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 laws of the United States and State of Colorado.
- h) To provide County with reports on the provision of service as follows:
 - 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.
 - 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.
 - 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, 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 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

PURCHASE OF SERVICE CONTRACT
July 1 2021 – September 1, 2021

THIS CONTRACT, made this 22nd day of June, 2021, by and between the **Moffat County Department of Human Services**, Colorado (hereinafter referred to as "County") and **Tiffany Ramos**, located at 432 12th Street, Burlington, CO 80807; Tiffany.Ramos@state.co.us; Phone: 719-349-8348 (hereinafter referred to as "Contractor").

WHEREAS, COUNTY is desirous of entering into an agreement with the Contractor to provide services described hereafter as the Scope of Work.

NOW THEREFORE, IN CONSIDERATION of the monies to be provided and received and the other terms and conditions contained herein, the parties hereto agree as follows:

1. This contract will be effective from **July 1, 2021 until September 1, 2021**, regardless the date of execution. This contract may be terminated by either party at any time according to the terms contained herein.

County agrees to purchase and Contractor agrees to furnish the Services described in the Scope of Work, to be billed at a rate of \$85.00 per hour, but not to exceed a total of **\$5,000.00** in compensation. The monthly amount paid will be based on the monthly Invoice with noted activity. The Contractor agrees to supply an invoice no later than the 10th day following the month indicating that the services have been provided for the prior month, or within 90 days of service. Payments will be made by County. Under no circumstances shall the County pay any amount for compensation exceeding the above referenced total sum. Failure to provide invoices as required herein during the term of this Agreement shall relieve the COUNTY of payment for those respective services.

2. SCOPE OF WORK: The Contractor shall perform the Scope of Work: Provide technical support and assistance to the Moffat County Department of Human Services in adult and child protection services.

Assistance will include computer and program support for Trails and Salesforce. Within these areas technical assistance will include, but not be limited to:

- Assigning or re-assigning caseloads, reviewing work product, assisting supervisor in tasks that are only administrative in nature.
- Providing this technical assistance will require that training and procedures be formed in areas that do not have clear guidance.

Case consultation including review of volume 7 and how that aligns with practice.

Provide mentorship to Director as opportunity for continued education and support in adult and child protection services.

○

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.

3. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional 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 Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract. Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat County Board of County Commissioners.

4. 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's monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are set forth in the Scope of Work and are billed in a timely manner as described in Paragraph 7.
5. County agrees:
 - A. To monitor the provision of contracted services.
 - B. To pay Contractor after timely receipt of billing statements 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.

6. 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. Contractor/Consultant 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/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 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/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 the 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.

7. Contractor agrees:

- A. Not to assign any provision of this Contract to a subcontractor.
- B. 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.
- C. To submit a billing statement by the 10th 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.
- D. 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.
- E. 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.
- F. 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. 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.

8. TERMINATION: Either party may terminate this Contract for any reason by providing thirty (30) days prior notification in writing.

Moffat County Board of County Commissioners
221 West Victory Way, Ste. 130
Craig, CO 81625

Tiffany Ramos
432 12th Street
Burlington Colorado 80807
tiffany.ramos@state.co.us
Phone: 719-349-8348

9. 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.

10. SEVERABILITY: The parties hereto agree that each term and condition contained herein is severable. In the event that any term or condition is determined to be illegal or unenforceable, it shall not affect the enforceability of the remaining terms of this Agreement.

11. INDEMNITY: Contractor shall indemnify COUNTY from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby or based upon any violation of any statute, regulation and in the defense of any such claims or actions.
12. MODIFICATIONS AND AMENDMENT:
 - A. *Modifications by Operation of Law*. This Agreement is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modification shall be discussed by the parties prior to being incorporated into and being part of this Agreement.
 - B. *Programmatic or Budgetary Modifications*. No programmatic or budgetary modifications that affect the project shall be made by the Contractor without the County's written authorization after written request by the Contractor. COUNTY shall have full discretion as to whether or not such modifications shall be authorized.
 - C. *Other Modifications*. If either COUNTY or the Contractor desire to modify the terms of this Agreement other than set forth in Subparagraphs (A) and (B) above, written notice of the proposed modification shall be given to the other parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.
13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and federal law and regulations governing the privacy of certain health information.
14. LEGAL VENUE: The terms and conditions of this Contract shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Contract, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Moffat County, Colorado.
15. CONFIDENTIALITY: The Contractor shall safeguard information and confidentiality of cases referred by COUNTY to the Contractor.
16. FACSIMILE and EMAIL: A facsimile or email copy of this Agreement and any signatures thereon will be considered for all purposes as originals.

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES

Tia Murry, Director

Shawn Carpenter
on behalf

Date: 6/16/2021

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Donald Broom, Chairperson

Date:

CONTRACTOR

Tiffany Ramos

Date: 6/16/2021

STATE OF COLORADO)
) ss.
COUNTY OF Kit Carson)

Subscribed and affirmed to before me this 16th day of June, 2021, by
Tiffany Ramos, Independent Contractor.

Witness my hand and seal.

Glenda J. Walstrom
Notary Public

G:\Contracts\DHHS Contracts 21-06-16 Purchase of Services Contract - Tiffany Ramos.doc

GLEND A J WALSTROM
Notary Public - State of Colorado
Notary ID 20174027726
My Commission Expires Jul 3, 2021

**AMENDMENT NUMBER 2
TO
PLAN DOCUMENT AND
SUMMARY PLAN DESCRIPTION
FOR**

MOFFAT COUNTY

BY THIS AGREEMENT, Moffat County Group Medical Benefit Plan (hereinafter referred to as the "Plan") is hereby amended to reflect the following, effective **January 1, 2021**:

Under the **GENERAL EXCLUSIONS AND LIMITATIONS** section, the following has been added to the Plan:

Occupational/ Work or Employment Related. That are for any condition, Illness, Injury or complication thereof arising out of or in the course of employment, including self-employment, or an activity for wage or profit. Participants that are self-employed or employed by an employer that does not provide health benefits should ensure that they have other medical benefits to provide for medical care in the event they are hurt on the job. In most cases workers' compensation insurance will cover the costs, but if the Participant does not have such coverage he or she may end up with no coverage at all.

In all other respects, the Plan, as amended, shall continue in full force and effect.

MOFFAT COUNTY

By _____
Title _____
Date _____

Erin Miller

From: Hannah Wood <hgwood8@gmail.com>
Sent: Tuesday, June 15, 2021 10:49 PM
To: Erin Miller
Subject: Housing authority board

Hi Erin,

I would love to be considered for a board member position on the Moffat County Housing Authority Board.

Thank you,

Hannah Wood
Executive Director
Housing First Alliance of Craig
214-402-4910

2021 Moffat County Road Department Dozer Bids

Honnen Equipment

Grand Junction, Co.

2021 John Deere 950K	\$515,500.00
5 Year, 5000 hour comprehensive warranty	\$13,849.00
Total	\$529,349.00
Trade in, 1976 CATERPILLAR D8K	(\$50,000.00)
TOTAL WITH TRADE AND WARRANTY	\$479,349.00

Wagner Equipment Company

Hayden, Colorado

2021 Caterpillar D7	\$590,415.78
Trade in, 1976 CATERPILLAR D8K	(\$31,200.00)
TOTAL WITH TRADE	\$559,215.78

Difference	\$79,866.78
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We recommend purchasing the John Deere 950K for a net price of \$479,349.00

Our budget was \$835,830.00. We will be under budget by \$356,481.00 due to downsizing the dozer for the crusher crew.

MOFFAT COUNTY ROAD DEPARTMENT

(monthly report)

June 17, 2021

1. Crusher – The crew is averaging around 1000 cubic yards per day of crushed gravel. This is an increase of approximately 30% from last year.
2. The truck crew did their annual crack sealing of paved roads. They did part of CR4, 41, the shop parking lot, Shadow Mountain and the Justice center. They placed new gravel on CR 21, 124 and they are working on CR1.
3. The grader crew has been working with the mag crew, blading and hauling water when needed. They have been working the roads but the lack of rain makes their job more difficult. We had 2 motor graders blade the county roads in the Sandwash area.
4. The bridge / mag crew has been busy applying mag. They have about 6 days left.
5. The construction crew worked on the Maybell Park, they will finish it later in the summer. They did cleanup at the fairgrounds between events. The crew is in Dinosaur prepping for asphalt, extending some streets and widening some streets.
6. Landfill – Clean up days went a lot smoother this year. The voucher system spread out the free trash hauling, giving residents more time to haul their trash and it took a lot of pressure off the landfill. We took 418 vouchers from city residents (141.19 tons) and 84 from county residents (36.73 tons). This is approximately \$6,270.00 of free tipping fees from the city and \$1260.00 from the county. We received 1280 tires.
The Colorado Department of Public Health and Environment did a routine inspection of the landfill on June 17th and we had no violations.



RESOLUTION 2021 – 70

TRANSFER AND RE-ZONING OF COUNTY HOSPITAL REAL PROPERTY

WHEREAS, the Board of Commissioners of the County of Moffat, State of Colorado, is empowered to sell, convey, or exchanges any real or personal property owned by county and make such order respecting the same as may be deemed conducive to the interests of the inhabitants, and is also empowered to make all contracts and do all other acts in relation to the property and concerns necessary to the exercise of its corporate or administrative powers, pursuant to Section 30-11-101, C.R.S.; and

WHEREAS the Memorial Hospital, doing business as Memorial Regional Health (“MRH”) is a county hospital as defined by Colorado law Section 25-30-301 *et. seq.* C.R.S. The public hospital board has exclusive control of the use and expenditure of all moneys collected to the credit of the hospital and of the purchase of sites, pursuant to Section 25-3-304 (1) C.R.S.; and

WHEREAS, real property acquired by MRH, in furtherance of its duties and powers, is required by law to be titled and owned by the County of Moffat. [Section 25-304(1) C.R.S.]; and

WHEREAS, the Board of Commissioners of County of Moffat has learned that MRH desires to transfer approximately 0.087 acres of LOT 1 MRH REPLAT 2018-0132 1.637A, also known as 758 Russell Street, via Quitclaim deed to Northwest Colorado Health, 745 Russell Street, Craig, Colorado and re-zone the remaining approximately 1.549 acres to acceptable use residential property classification as approved by the City of Craig.

Legal description of property: LOT 1 MRH REPLAT 2018-0132, original Craig, Town of Craig, Moffat County, Colorado, (herein “Property”), and

WHEREAS, MRH acting through its Board of Trustees, has determined that the 0.087 acres of Property is no longer needed for any foreseeable hospital purpose; and

WHEREAS, MRH acting through its Board of Trustees, has determined that the remaining 1.549 parcel is needed for a foreseeable hospital purpose if rezoned appropriately; and

WHEREAS, the Board of County Commissioners (“BOCC”) of Moffat County, Colorado, acting pursuant to Section 30-11-101 and 102 C.R.S. and Section 38-30-141 C.R.S. has full authority to make such orders regarding property titles in the county as the Board deems appropriate; and

WHEREAS, the Board of Trustees of MRH have requested the BOCC of Moffat County to authorize the transfer of the Property on such terms as are acceptable to MRH acting through its administrator, Andrew J. Daniels, so as long as the transfer and rezoning do not involve pledging the public credit of Moffat County in violation of state law; and

WHEREAS, the Trustees of MRH have requested Moffat County to designate a “Commissioner” to convey and rezone the Property all as provided by Section 38-30-141 C.R.S.; and

WHEREAS, MRH acting through its Board of Trustees, has requested the approval of its Administrator, Andrew J. Daniels as the “Commissioner” to covey and rezone the Property and to

execute on behalf of Moffat County all contracts, conveyances, deeds, and other reasonable and customary documents in furtherance thereof; and

NOW THEREFORE, be it resolved as follows:

- A. The transfer of approximately 0.087 acres of LOT 1 MRH REPLAT 2018-0132 1.637A original Craig, Town of Craig, Moffat County, Colorado now titled in the Moffat County, Colorado is hereby authorized and approved, and this order of transfer shall be entered of record among the proceedings of this Board, all as required by Section 38-30-141 C.R.S.
- B. The rezoning as approved by the City of Craig of the approximately 1.549 acres of LOT 1 MRH REPLAT 2018-0132 1.637A original Craig, Town of Craig, Moffat County, Colorado now titled in the Moffat County, Colorado is hereby authorized and approved, and this order of rezoning shall be entered of record among the proceedings of this Board, all as required by Section 38-30-141 C.R.S.
- C. Andrew J. Daniels is designated as the "Commissioner" of Moffat County, as the term is defined in Section 38-30-141. C.R.S. to convey the 0.087 acres of the Property and rezone the remaining 1.549 acres of the Property and to execute contracts, conveyances, closing instructions, and other reasonable documents in furtherance of such transfer and rezoning.

Adopted this 22nd day of June, 2021

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Donald Broom
Chairman, Board of County Commissioners

Tony Bohrer
District 1 County Commissioner

Melody Villard
District 2 County Commissioner

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 resolution as adopted by the Board of County Commissioners on the date stated.

Witness my hand and the seal of said County this 22nd day of June, 2021.

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

785 Russell Street Replat and Rezone. Andy Daniels presented this request. This is the location of the old hospital and is presented to clean up a small portion of the lot to conform with existing property lines. Additionally a rezone of the remaining portion of the block on which the old hospital resides is requested. The current zoning is high density residential and the replat will probably be done administratively. In the past, the Moffat County Commissioners have generated a resolution to appoint the CEO as commissioner to handle land transfers such as this.

MOTION 2021 – 36: Moved by Terry Carwile, seconded by Forrest Luke, That the Board of Trustees authorize the CEO of MRH to transfer via quitclaim deed approximately 0.087 acres of Lot 1 MCH Replat 2018-0132 to Northwest Colorado Heath, and rezone the remaining 1.549 acres to a property use as approved by the City of Craig. Ayes, all. Motion carried.



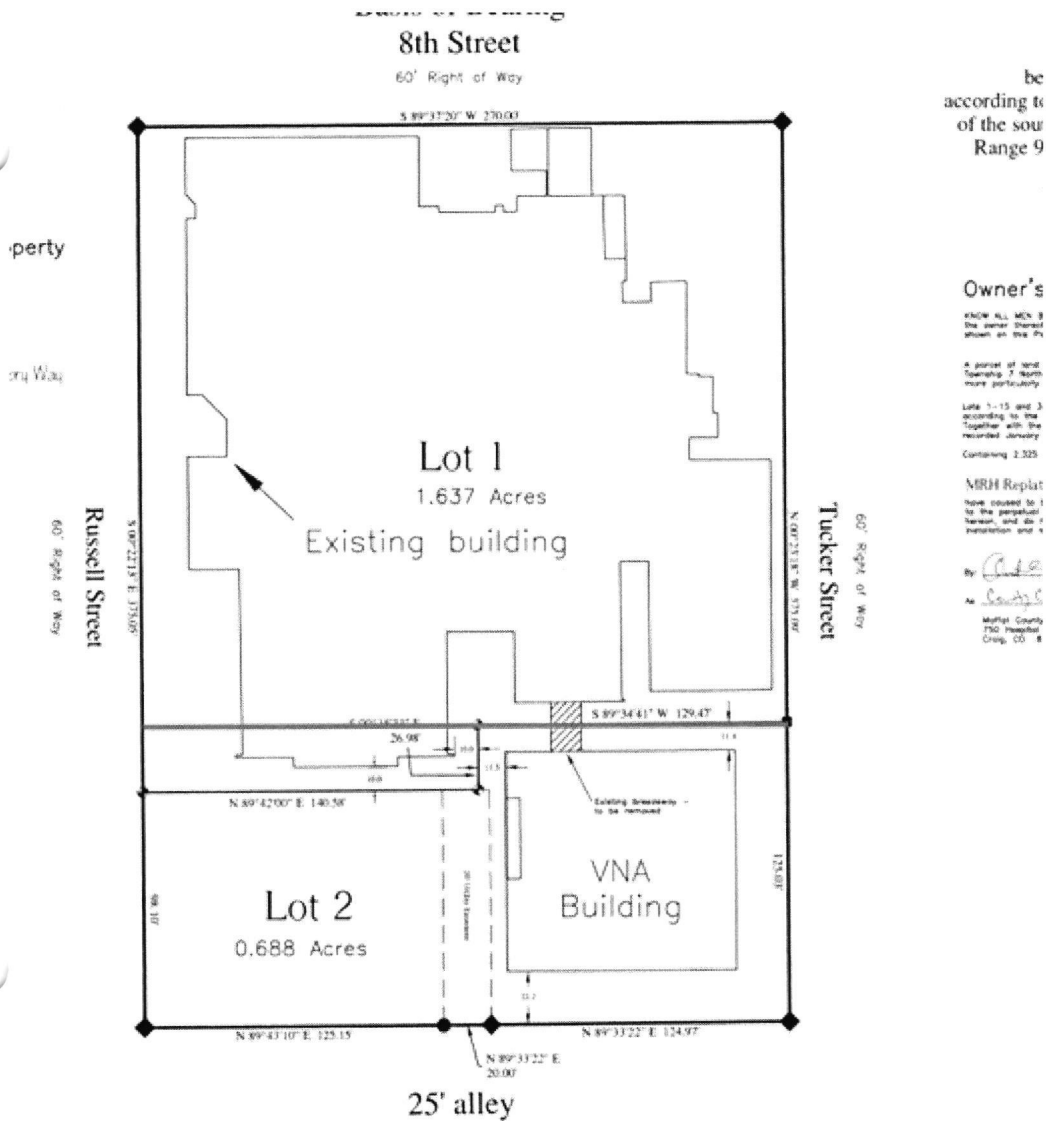
CONFIDENTIALITY NOTICE: The information contained in this ELECTRONIC MAIL transmission may be confidential. It may also be subject to the attorney-client privilege or be privileged work product or proprietary information. This information is intended for the exclusive use of the addressee. If you are not the intended recipient, you are hereby notified that any use, disclosure, dissemination, distribution (other than to the addressee), copying, or taking of any action because of this information is strictly prohibited.

From: Andy Daniels [<mailto:andy.daniels@MemorialRH.Org>]
Sent: Wednesday, May 12, 2021 8:55 AM
To: Rebecca Tyree; Tony Bohrer
Cc: Michael Buda
Subject: Requested Resolution for June 2021

Good morning Becky,

Tony has been included as the hospital liaison on the background of this request. Attached is brief background and diagram to explain what we are requesting to accomplish:

- (1) See map below. When we divided the land, the City Building Inspector asked us that when we demolished the building to square the land with the neighbors. To accomplish this, we need BOCC authority to "quitclaim" deed over approximately 0.087 acres of Lot 1 MCH Replat 2018-0132 (as shown below).
- (2) Secondly, we want to get the remaining 1.549 acres rezoned to as residential property classification as approved by the City of Craig.



At our next BOT meeting in May, the BOT will put into the minutes:

“To authorize the CEO of MRH to transfer via quitclaim deed approximately 0.087 acres of Lot 1 MCH Replat 2018-0132 to Northwest Colorado Health and rezone the remaining 1.549 acres to a property use as approved by the City of Craig” by motion and vote.

Following that, we would request that the BOCC take up this resolution as early as practically possible in June.

We have attached a sample draft resolution to save you time if so desired in accomplishing this task.

All the best, and please let us know if you have any questions or concerns.

Andy

BOCC MEETING

MOFFAT COUNTY PLANNING DEPARTMENT

June 22, 2021

There was no quorum at the Planning Commission Meeting on June 1, 2021.

- E-21-02 – Walker Exemption – This parcel was originally a 26.7-acre parcel and 13.4 acres will be exempted off basically dividing the property in half. The property is located at 4660 MCR 30. There were no previous exemptions on this property.
- S-21-04 – Replat of Lots 1 – 4 of the Lyster Minor Subdivision No. 2 - This is a replat of lots 1, 2, 3 and 4 owned by the Applicants. All lots are over 5 acres. All lots have access. See plats of original subdivision and new replat.

Both legal ads were published in the paper on May 21, 2021

- Resolution 2021-61 – Application to amend the November 20, 1986 Certificate of Designation for the Elk Springs Recycling and Recovery facility incorporating the applicant's July 2016 Application to Amend Certificate of Designation / Design and Operations Plan.

Legal ad was published in the paper on May 26, 2021

Moffat County Planning Commission

June 1, 2021

Application: E-21-02

Applicant: Tuck Walker

Description: Exemption of 13.4 acres from 26.7 acres

Regulation Reference: Section 2.011 – Procedure for exemption from subdivision regulations

Location: Sections 12 and 13; T6N; R92W

Access: West on Hwy 40; right onto MCR 30 to 4660 MCR 30

Staff Comments: This was originally a 26.7 acre parcel and 13.4 acres will be exempted off basically dividing the property in half.

Attachments: Copy of application and plat

Results:

Moffat County Planning Department
221 W Victory Way, Suite 110
Craig CO 81625
(970) 824-9148

No. # E- 21-02
Fee: \$200.00
Date Paid 5-10-21

APPLICATION FOR EXEMPTION FROM SUBDIVISION REGULATIONS

Owner: Tuck Walker Phone #: (970) 846-7837
Email address: sinoki-80@yahoo.com
Address: 4660 County Road 30 (property) 24328 Road T Dolores, CO 81323 (mailing)
Buyer: _____ Phone #: _____
Address: _____
Agent, (if any): _____ Phone #: _____
Address: Sections 12 & 13; T6N; 92W
Acreage: _____
Existing parcel: 26.7 acres Zone: Ag
Proposed parcel(s): 13.3 and 13.4 acres
Parcel No. 085713100013 Date Created: N/A
Legal Description (existing parcel) – Section _____ Township _____ Range _____
Driving Directions: West on Highway 40, Left on County Road 30
Proposed Use: Residential

Provide the following attachments:

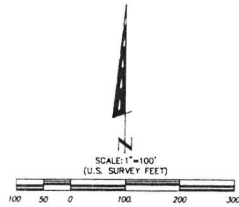
- Mylar Land Survey Plat drawn by a licensed surveyor showing the legal description and acreage of the total property, the exempted parcel, the remaining parcel, and show existing and proposed right-of-ways, easements and buildings.
- Copy of the deed, verifying proof of ownership.
- Names and mailing addresses of adjacent property owners, together with a map showing location of subject property and the property owned by the adjacent owners.
- On plat, dedicate right-of-way for county road, if applicable.

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.

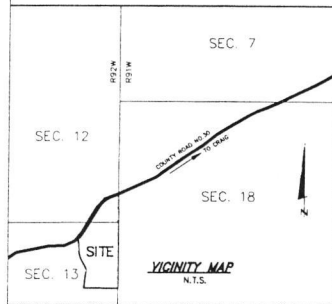
WALKER EXEMPTION PLAT

SECTIONS 12 AND 13, T6N, R92W, 6th P.M., MOFFAT COUNTY, COLORADO



NOTES:

- 1) WATER SUPPLY: PRIVATE WELL
- 2) WASTE DISPOSAL: SEPTIC TANK & LEACH FIELD
- 3) ZONING: AGRICULTURE
- 4) SET #4 REBAR & 1" PLASTIC CAP (PLS#13901) 3" OUT OF GROUND UNLESS SHOWN OTHERWISE
- 5) FOUND #6 REBAR & 2.5" ALUM. CAP (PLS#24318) FLUSH W/GROUND
- 6) FOUND #4 REBAR & 1" ORANGE PLASTIC CAP (PLS#24318) 3" OUT OF GROUND UNLESS SHOWN OTHERWISE
- 7) FOUND G.L.O. STONE 6" OUT OF GROUND (#8 REBAR & 2" A.C. PLS #4946 ON EAST SIDE OF STONE).
- 8) 2 PARCELS - 26.704 AC. - 100%
- 9) DATE OF SURVEY - MAY, 2021
- 10) BASIS OF BEARING - N00708237" BETWEEN THE S.E. CORNER OF THE NE1/4NE1/4 AND THE N.E. CORNER OF SECTION 13, T6N, R92W, BETWEEN MONUMENTS AS SHOWN ON PLAT
- 11) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH FOR OWNERSHIP, RIGHT-OF-WAYS OR EASEMENTS OF RECORD, FOR OWNERSHIP, RIGHT-OF-WAYS AND EASEMENTS OF RECORD, BAKER & ASSOCIATES RELIED UPON WESTERN TITLE INSURANCE COMPANY ORDER NO. 507926N AND THE CLIENT.
- 12) (L) (P) (M) (S) (T) (W) (X) (Y) (Z) DENOTES FIELD MEASUREMENTS
- 13) THE 15' SNOW REMOVAL EASEMENT ALONG THE COUNTY ROAD TO BE A DEDICATED UTILITY EASEMENT PER THIS PLAT ALSO.

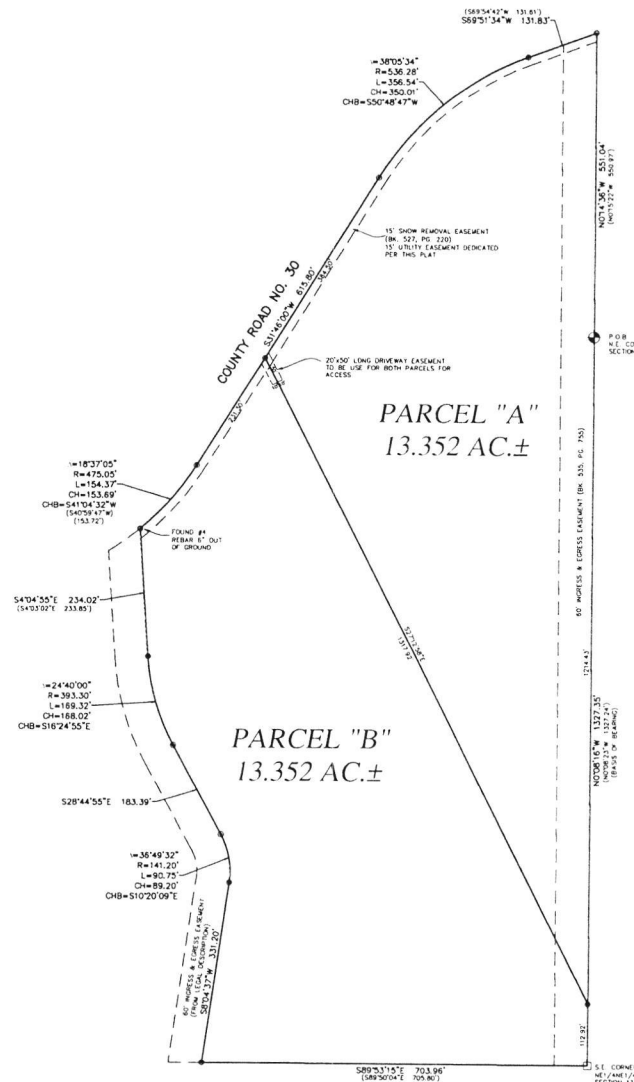


I, Lloyd W. Powers, being a duly registered Professional Land Surveyor do hereby certify that this survey was made by me or under my direct supervision and is based upon my professional knowledge, information and belief and conforms with the applicable standards of practice in the State of Colorado.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

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

NOTE: According to Colorado law, any instrument which purports to be a survey or plat of land, and which is not a duly recorded instrument, shall be void and of no effect.

NOTE: The word "Plat" or "Instrument" as used herein is understood to be an instrument of professional opinion by the surveyor, based upon the best knowledge, information and belief, and conforms with the applicable standards of practice in the State of Colorado.



DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owner thereof has laid out, platted and subdivided as shown on this plat the land described as follows: Situated in the County of Moffat, State of Colorado:

A tract or parcel of land located in the NE1/4NE1/4 of Section 13, and the SE1/4NE1/4 of Section 13, Township 6 North, Range 92 West, 6th P.M., Colorado and being more particularly described as follows: Beginning at the NE corner of said Section 13, Thence N0074°36'W, 551.04 feet to the Southerly R.O.W. of County Road No. 30 being a point on the west boundary of said Section 13; Thence S69°51'34"W 131.83 feet along said right of way; Thence along the arc of a curve to the left with a central angle of 38°10'34" and a radius of 536.28 feet, 356.54 feet along said right of way; Thence S31°45'00"W, 615.80 feet along said right of way; Thence along the arc of a curve to the right with a central angle of 18°37'05" and a radius of 475.05 feet, 154.37 feet along said right of way; Thence S04°04'55"E, 234.02 feet; Thence along the arc of a curve to the left, with a central angle of 24°40'00" and a radius of 393.30 feet, 169.32 feet; Thence S28°44'55"E, 183.39 feet; Thence along the arc of a curve to the right, with a central angle of 36°49'32" and a radius of 141.20 feet, 80.75 feet; Thence S08°04'37"W, 331.20 feet to the south boundary of the NE1/4NE1/4 of said Section 13; Thence S69°51'57"E, 703.96 feet to the SE corner of the NE1/4NE1/4 of said Section 13; Thence N00708237" 1327.35 feet to the point of beginning.

TOWGETHER WITH an exclusive easement 60 feet in width for ingress and egress lying west of and adjacent and parallel to the west boundary of the above described tract of land, Containing 26.704 acres more or less, under the name and style of "WALKER EXEMPTION PLAT" and by these presents, do hereby dedicate to the public a 15' utility easement, as shown hereon and not already otherwise dedicated for public use.

TUCK WALKER
24328 ROAD 7
DOLANES, CO 81323

NOTARIAL CERTIFICATE

STATE OF _____ } SS
COUNTY OF _____ }
The above and foregoing instrument was acknowledged before me this _____ day of _____ A.D., 2021, By Tuck Walker.
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 COMMISSIONER'S THIS _____ DAY OF _____, 2021.

CHAIRMAN _____

ATTEST: _____
COUNTY CLERK

PLANNING COMMISSION APPROVAL

APPROVED BY THE MOFFAT COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 2021.

CHAIRMAN _____

CLERK & RECORDER'S CERTIFICATE

State of Colorado } SS
County of Moffat }

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., 2021.
Reception No. _____

Moffat County Clerk & Recorder _____

BAKER & ASSOCIATES
1780 W. VICTORY WAY
CRAIG, CO 81625

Moffat County Planning Commission

June 1, 2021

Application: S-21-04 - Replat of Lots 1 - 4 of Lyster Minor Subdivision No. 2

Applicant: Larry and Sue Lyster

Description: Replat

Regulation Reference: Section 7.020 – Resubdivision procedures

Location: Lots 1 - 4 of Lyster Minor Subdivision, 701 MCR 105

Access: North on Hwy 13 then left onto MCR 105; property is on the left.

Staff Comments: This is a replat of lots 1, 2, 3 and 4 owned by the applicants. All lots are over 5 acres. All lots will have access.

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- 21-04
Fee: \$100.00
Date Paid 05-04-21

APPLICATION FOR REPLAT

Owner: LARRY AND SUE Lyster Phone #: 970-834-6854 home
970-326-8869 cell
Email address: lystrol@yahoo.com
Address: 701 C.R. 105 CRAIG CO 81625
Applicant: LARRY Lyster Phone #: 970-326-8869
Address: 701 C.R. 105 CRAIG CO 81625
Surveyor: LLOYD POWERS, BAKER ASSOCIATES Phone #: 970-834-3435
Address: 1790 N. VICTORY WAY CRAIG CO 81625
Legal Description of property: Section 23 Township 7N Range 91W Subdivision LYSTER MINOR SUB #2
Lots to be replatted: LOTS 1, 2, 3, 4

Describe reason for request:

Due to sale of the Lyster home and acreage. we request replatting lots 1-4
from running East to West to North to South. This will allow us to sell
the newly replatted lot 1A along with the adjacent acreage & home to the east

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:  Date: 5-4-21

old
FINAL PLAT OF

completed 2009

LYSTER MINOR SUBDIVISION NO. 2
SECTION 23, T7N, R91W of the 6th P.M.,
MOFFAT COUNTY, COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owner thereof has laid out, plotted and subdivided as shown on this plat the land described as follows SITUATED IN THE COUNTY OF MOFFAT, STATE OF COLORADO TO WIT:

SECTION 23, T7N, R91W of the 6th P.M.
LOT 2 OF SAMUELSON SUBDIVISION ACCORDING TO THE PLAT THEREOF FILED AS
RECEPTION NO. 1997L3243

SUBJECT TO AND TOGETHER WITH

A sixty (60) foot wide access, utility & drainage easement located in Lot 1 and Lot 2 of the Samuelson Subdivision in the SW1/4 of Section 23, T7N, R91W of the 6th P.M., Moffat County, Colorado and being more particularly described as follows:

Beginning at the N.E. Corner of said Lot 1 of Samuelson Subdivision; thence along the north line of said Lot 1, S89°37'34"W, 274.60 feet; thence S81°50'16"W, 578.76 feet; thence S25°17'02"E along the arc of a curve to the right having a radius of 400.00 feet and a central angle of 36°03'12" the chord of which bears N80°08'09"W, 247.57 feet; thence N62°06'53"W, 72.70 feet to the N.W. Corner of said Lot 1; thence along the west line of said Lot 1, S00°27'52"W, 67.60 feet; thence S62°06'53"E, 41.57 feet; thence S28°45'00"E along the arc of a curve to the left having a radius of 400.00 feet and a central angle of 36°03'12" the chord of which bears S80°08'09"E, 284.70 feet; thence N81°50'16"E, 574.67 feet; thence N89°37'34"E, 238.63 feet; thence S00°27'52"W, 929.30 feet; thence N89°36'11"E, 60.01 feet; thence N00°27'52"E, 989.28 feet to a point the north line of said Lot 2, thence along the north line of said Lot 2, S89°36'11"W, 30.01 feet the point of beginning. Containing 35.000 acres more or less, under the name and style of "LYSTER MINOR SUBDIVISION NO. 2", and by these presents, do hereby dedicate to the public all utility & drainage easements as shown hereon and not already otherwise dedicated for public use.

LARRY L. LYSTER
701 COUNTY ROAD NO. 105
CRAG, CO. 81625
(970) 824-3536

SUE B. LYSTER
701 COUNTY ROAD NO. 105
CRAG, CO. 81625
(970) 824-3536

NOTARIAL CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } 55

The above and foregoing instrument was acknowledged before me this _____ day of _____ A.D., 20____ By Larry L. Lyster and Sue B. Lyster.

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 _____ 20____

BY: _____
CHAIRMAN

ATTEST: _____
COUNTY CLERK

PLANNING COMMISSION APPROVAL

APPROVED BY THE MOFFAT COUNTY PLANNING COMMISSION THIS
_____ DAY OF _____ 20____

CHAIRMAN

CLERK & RECORDER'S CERTIFICATE

State of Colorado }
County of Moffat }

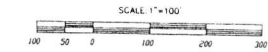
I hereby certify that the original of this instrument was filed for record
in my office at _____ o'clock _____ M. this _____ day of _____ A.D., 20____
Reception No. _____

Moffat County Clerk & Recorder

By _____

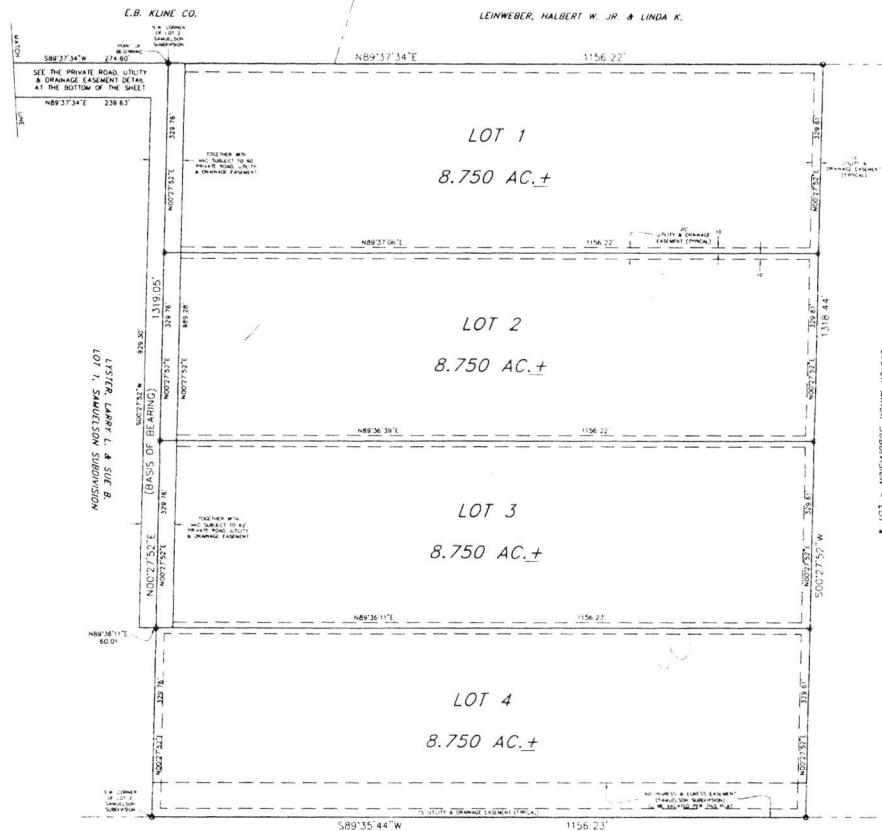
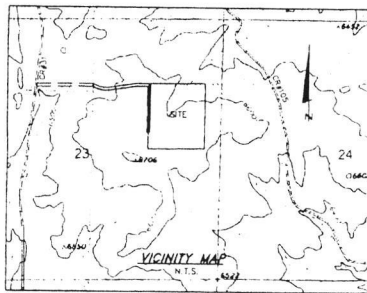
BAKER & ASSOCIATES
1750 W. VICTORY WAY
CRAG, CO. 81625

08105-LMS2-FINAL



NOTES:

- 1) WATER SUPPLY: PRIVATE WELL OR CISTERN
- 2) SEWAGE DISPOSAL: SEPTIC TANK & LEACH FIELD
- 3) ZONING: AGRICULTURE
- 4) SET #4 REBAR & CAP (PLS#13901) UNLESS SHOWN OTHERWISE
- 5) FOUND #5 REBAR & 3" ALUM. CAP (PLS#14815)
- 6) FOUND #5 REBAR & CAP (PLS#14815)
- 7) FOUND 3.25" ALUMINUM CAP MONUMENT (PLS#14815)
- 8) 4 LOTS - 35.000 AC. - 100%
- 9) DATE OF SURVEY - MARCH, 2009
- 10) BASIS OF BEARING - N00°27'52"E BETWEEN THE S.W. CORNER AND THE N.W. CORNER OF LOT 2 OF SAMUELSON SUBDIVISION IN SECTION 23, T7N, R91W, BETWEEN MONUMENTS AS SHOWN ON PLAT.
- 11) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH FOR OWNERSHIP, RIGHT-OF-WAYS OR EASEMENTS OF RECORD. FOR OWNERSHIP, RIGHT-OF-WAYS AND EASEMENTS OF RECORD, BAKER & ASSOCIATES RELIED UPON THE CLIENT.
- 12) NO COUNTY OR MUNICIPALITY HAS ACCEPTED THE PRIVATE ROAD FOR ANY PURPOSE AND THEREFORE THE FURTHER CONSTRUCTION AND MAINTENANCE (INCLUDING SNOW PLOWING) OF SUCH ROAD IS NOT THE RESPONSIBILITY OF ANY COUNTY OR MUNICIPALITY.

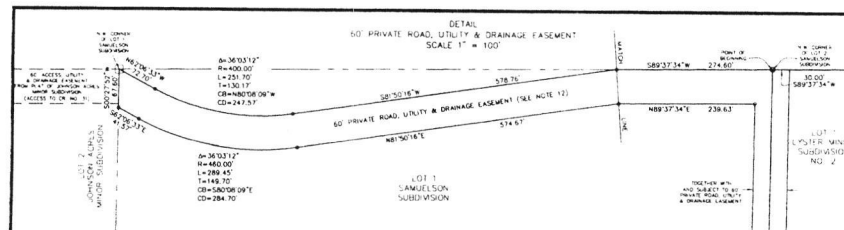


I, Lloyd W. Powers being a duly registered Professional Land Surveyor do hereby certify that this survey was made by me or under my direct supervision and is based upon my professional knowledge, information and belief and conforms with the applicable standards of practice in the State of Colorado. This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

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



NOTES: According to Colorado law, this plat must be accompanied by a copy of the original survey data and a copy of the original survey map. The original survey data and map must be retained for a period of ten years from the date of the last survey.



REPLAT OF **LOTS 1, 2, 3 AND 4 OF THE LYSTER MINOR SUBDIVISION NO. 2** SECTION 23, T7N, R91W of the 6th P.M., MOFFAT COUNTY, COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owner thereof has laid out, platted and subdivided as shown on this plat the land described as follows: SITUATED IN THE COUNTY OF MOFFAT, STATE OF COLORADO TO WIT: SECTION 23, T7N, R91W of the 6th P.M.

LOTS 1, 2, 3, AND 4 OF THE LYSTER MINOR SUBDIVISION NO. 2 ACCORDING TO THE FINAL PLAT THEREOF AS RECORDED AT RECEPTION NO. 20091782

SUBJECT TO AND TOGETHER WITH:

A sixty (60) foot wide access, utility & drainage easement located in Lot 1 and Lot 2 of the Samuelson Subdivision in the SW1/4 of Section 23, T7N, R91W of the 6th P.M., Moffat County, Colorado and being more particularly described as follows:

Beginning at the NE Corner of said Lot 1, S89°37'34"W, 274.60 feet; thence S81°50'16"W, 578.76 feet; thence S21°10'00"E, 400.00 feet; thence S21°10'00"E, 400.00 feet and a central angle of 36°53'12" the chord of which bears N82°08'09"W, 247.57 feet; thence S82°08'09"W, 72.70 feet to the N.W. Corner of said Lot 1; thence along the west line of said Lot 1, S00°27'52"E, 57.50 feet; thence S62°06'33"E, 41.57 feet; thence S89°37'34"W, 274.60 feet along the arc of a curve to the left having a radius of 460.00 feet and a central angle of 36°53'12"; thence N89°37'34"E, 239.83 feet; thence S00°27'52"E, 929.30 feet; thence N89°36'11"E, 60.01 feet; thence N00°27'52"E, 889.28 feet to a point the north line of said Lot 2; thence along the north line of said Lot 2, S89°36'11"W, 30.01 feet the point of beginning.

Containing 35,000 acres more or less, under the name and style of the "REPLAT OF LOTS 1, 2, 3 AND 4 OF THE LYSTER MINOR SUBDIVISION, NO. 2", and by these presents, do hereby dedicate to the public all utility & drainage easements as shown hereon and not already otherwise dedicated for public use.

LARRY L. LYSTER
 701 COUNTY ROAD NO. 105
 CRAIG, CO. 81625

SUE B. LYSTER
 701 COUNTY ROAD NO. 105
 CRAIG, CO. 81625

BRANDON L. LYSTER
 4618 LYSTER ROAD
 CRAIG, CO. 81625

CONNIE L. LYSTER
 4618 LYSTER ROAD
 CRAIG, CO. 81625

YAMPA VALLEY BANK

BY: DAVID FLEMING
 AS: PRESIDENT
 435 MACK LANE
 CRAIG, CO. 81625

NOTARIAL CERTIFICATE

STATE OF COLORADO } SS
 COUNTY OF MOFFAT }
 The above and foregoing instrument was acknowledged before me this ____ day of _____ A.D., 20____, By Larry L. Lyster and Sue B. Lyster and Brandon L. Lyster and Connie L. Lyster.

Witness my hand and seal
 NOTARY PUBLIC

My commission expires _____

NOTARIAL CERTIFICATE

STATE OF COLORADO } SS
 COUNTY OF MOFFAT }
 The above and foregoing instrument was acknowledged before me this ____ day of _____ A.D., 20____, By David Fleming as President of Yampa Valley Bank.

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 COMMISSIONER'S
 THIS _____ DAY OF _____ 20____

BY: CHAIRMAN

ATTEST: COUNTY CLERK

PLANNING COMMISSION APPROVAL

APPROVED BY THE MOFFAT COUNTY PLANNING COMMISSION THIS
 _____ DAY OF _____ 20____

CHAIRMAN

CLERK & RECORDER'S CERTIFICATE

State of Colorado } SS
 County of Moffat }

I hereby certify that the original of this instrument was filed for record
 in my office of _____ A.D., 20____

Reception No. _____

Moffat County Clerk & Recorder

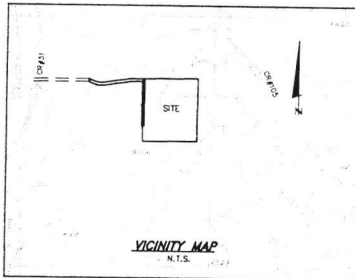
By _____

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

21047

NOTES:

- 1) WATER SUPPLY: PRIVATE WELL OR CISTERN
- 2) SEWAGE DISPOSAL: SEPTIC TANK & LEACH FIELD
- 3) ZONING: AGRICULTURE
- 4) FOUND OR SET #4 REBAR & CAP (PLS#13901) UNLESS SHOWN OTHERWISE
- 5) FOUND #5 REBAR & 3" ALUM. CAP (PLS#14815)
- 6) FOUND #5 REBAR & CAP (PLS#14815)
- 7) FOUND 3.25" ALUMINUM CAP MONUMENT (PLS#14815)
- 8) 3 LOTS - 35,000 AC. - 100%
- 9) DATE OF SURVEY - MAY, 2021
- 10) BASIS OF BEARING - N00°27'52"E BETWEEN THE S.W. CORNER AND THE N.W. CORNER OF LOT 2 OF SAMUELSON SUBDIVISION IN SECTION 23, T7N, R91W, BETWEEN MONUMENTS AS SHOWN ON PLAT.
- 11) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH FOR OWNERSHIP, RIGHT-OF-WAYS OR EASEMENTS OF RECORD. FOR OWNERSHIP, RIGHT-OF-WAYS AND EASEMENTS OF RECORD, BAKER & ASSOCIATES RELIED UPON THE CLIENT, AND PLAT OF LYSTER MINOR SUBDIVISION NO. 2
- 12) NO COUNTY OR MUNICIPALITY HAS ACCEPTED THE PRIVATE ROAD FOR ANY PURPOSE AND THEREFORE THE FURTHER CONSTRUCTION AND MAINTENANCE (INCLUDING SNOW PLOWING) OF SUCH ROAD IS NOT THE RESPONSIBILITY OF ANY COUNTY OR MUNICIPALITY.
- 13) ALL UTILITY & DRAINAGE EASEMENTS SHOWN ON THE PLAT OF LYSTER MINOR SUBDIVISION NO. 2 THAT ARE NOT SHOWN ON THIS REPLAT ARE HEREBY VACATED PER THIS REPLAT.
- 14) THE PURPOSE OF THIS REPLAT IS TO CHANGE THE LOT LINES TO CREATE 3 LOTS INSTEAD OF 4

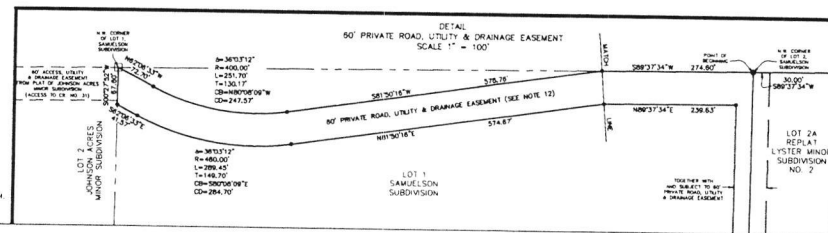
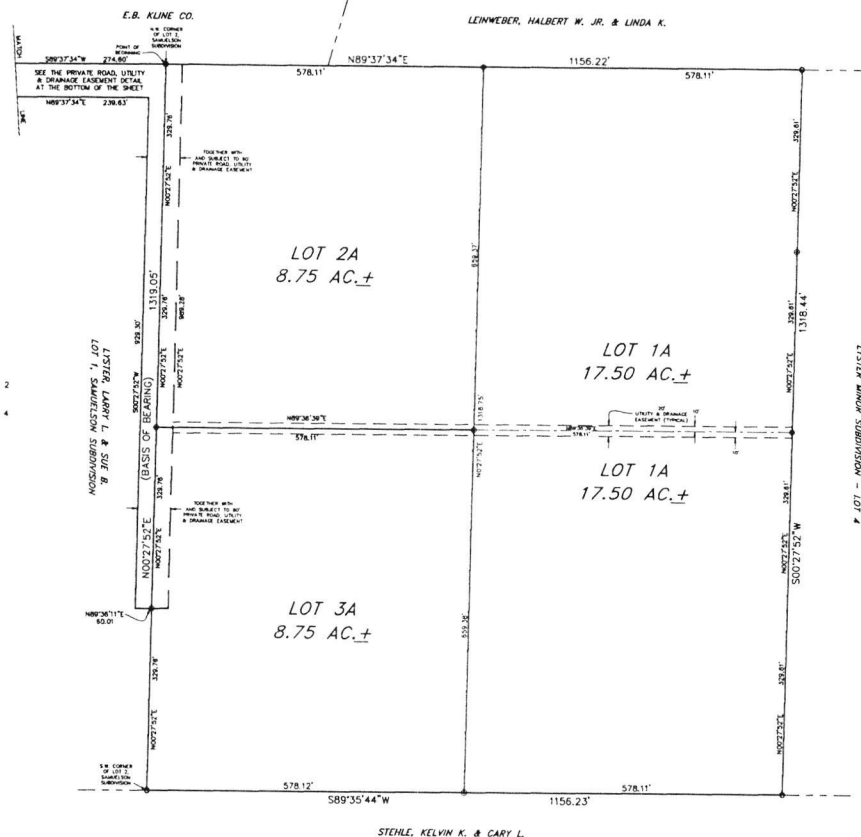


I, Lloyd W. Powers, being a duly registered Professional Land Surveyor do hereby certify that this survey was made by me or under my direct supervision and is based upon my professional knowledge, information and belief and conforms with the applicable standards of practice in the State of Colorado.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

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

NOTICE: According to Colorado law you must commence any action based upon any defect in this survey within three years after the first date such defect is or may be known, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

NOTE: The word "certify" or "certification" as used herein is understood to be an expression of professional opinion by the Surveyor, based upon the best knowledge, information and belief as such a does not constitute a warranty, nor warranty, expressed or implied.



RESOLUTION 2021 - 61

RESOLUTION FOR CERTIFICATE OF DESIGNATION

WHEREAS, pursuant to Colorado Revised Statutes, Title 30, Article 20, Sections 103, 104 and 107, the Board of County Commissioners of Moffat County is empowered to designate a solid waste disposal site, and

WHEREAS, the Board of County Commissioners of Moffat County held a public hearing on Elk Springs Recycling and Recovery, owned by Philip L. Bethell, (see Exhibit A), application for an amended Certificate of Designation located in Moffat County, Colorado, on June 22, 2021 at 9:00 a.m., after proper and timely notice of the public hearing was published in the Craig Daily Press on May 26, 2021 and posted at the Moffat County Courthouse and the site of the Elk Springs Recycling and Recovery continuously from May 26, 2021 to June 22, 2021; and

WHEREAS, the Board of County Commissioners of Moffat County has considered the application to amend the November 20, 1986 Certificate of Designation for the Elk Springs Recycling and Recovery, incorporating the applicant's July 2016 Application to Amend the Certificate of Designation (see Exhibit B), the effect that the site will have on surrounding property, the type of processing to be used, the surrounding property uses and values, wind and climatic conditions, the convenience and accessibility to potential users, the ability of the applicant to comply with the health standards and operating procedures of the State of Colorado, as well as the July 2016 Application to Amend the Certificate of Designation revised by and recommended for approval as issued by the Colorado Department of Public Health and Environment, Solid Waste and Materials Management Program, Hazardous Materials and Waste Management Division (July 15, 2016) and has reviewed the application, the report of the Colorado Department of Public Health and Environment, Moffat County's Comprehensive Land Use Plan and any and all relevant zoning ordinances, and has considered the testimony presented at the public hearing; and

WHEREAS, the Board of County Commissioners of Moffat County has determined that the site described in Exhibit "A" as attached is in a location that best serves the residents of Moffat County, Colorado and should be permitted.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Moffat County does hereby designate the above-described area (Exhibit "A") as a solid waste disposal site and facility, subject to all conditions set forth herein. Moffat County reserves the right to suspend or revoke the Conditional Use Permit if any State or County permits/requirements are not met.

ADOPTED this 22nd day of June, A.D., 2021.

Donald Broom
Chairman, Board of County Commissioners

State of Colorado)
)§
County of Moffat)

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

Witness my hand and the seal of said County this 22nd day of June, A.D., 2021.

(Deputy) Clerk and Ex-officio to
County Commissioners, Moffat County
State of Colorado; Tammy Raschke

Exhibit A

Township 5 North; Range 98 West; located in the Lot 10 of Section 30 and 31.

A parcel of land lying in Tract CR No. 176 in Sections 30 and 31 in Township 5 North; Range 98 West of the 6th P.M., being more particularly described as follows:

Beginning at Corner No. 4 (SE corner) of said Tract CE No. 176, thence along the South line of said Tract, West, 1242.43 feet to the Easterly Right-of-Way line of U.S. Highway No. 40; thence along said Easterly Right-o-Way line 1.49 feet along the arc of a curve to the left having a central angle of $00^{\circ}02'37''$ and a radius of 1959.86 feet, the chord of which bears $N11^{\circ}23'19''E$, 1.49 feet; thence 325.00 feet along the arc of a curve to the right having a central angle of $10^{\circ}00'44''$ and a radius of 1859.86 feet; the chord of which bears $N16^{\circ}22'22''E$, 324.59 feet; thence $N26^{\circ}30'30''E$, 952.76 feet; thence $N39^{\circ}38'30''E$, 308.10 feet; thence $N26^{\circ}30'30''E$, 531.80 feet; thence $N34^{\circ}39'30''E$, 233.00 feet; thence 247.68 feet along the arc of a curve to the right having a central angle of $14^{\circ}36'54''$ and a radius of 971.00 feet, the chord of which bears $N40^{\circ}03'40''E$, 247.01 feet to the intersection of the Easterly Right-of -Way line of U.S. Highway No. 40 and the East line of said Tract CE No. 176; thence along said East line, South, 2259.33 feet to the Point of Beginning.

(The south line of said Tract CE No. 176 is considered to bear West)

Exhibit B

See separate document – Elk Springs Recycling and Recovery application to amend the Certificate of Designation / Design and Operations Plan.