

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

1198 W. Victory Way Craig, Colorado 81625

(970) 824-5517

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, March 12, 2024

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Minutes:

- a) February 27 (pgs 3-7)

Resolutions:

- b) 2024-35: Accounts Payable (pg 8)
- c) 2024-37: Payroll (pg 9)
- d) 2024-38: Transfer of Intergovernment Funds for the month of March (pg 10)

Contracts & Reports:

- e) Department of Human Services contract w/C. Reiser (pgs 11-15)
- f) Ratify Addendum I, Task Order C to Professional Services Agreement w/Armstrong (pgs 16 & 17)
- g) Maybell Rodeo Arena lease renewal (pgs 18-24)
- h) Treasurer's Report (pgs 25 & 26)
- i) CORE Services – Mental Health contract(s):
 - Community Safety 1st/T. Weiss (pgs 27-30)
 - J. Feigelson (pgs 31-34)
 - A&S Counseling (pgs 35-38)
- j) Letter of Support for the CO Water Trust Grant (pg 39)

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

Public Comment/General Discussion:

Staff Reports:

- 1) Road & Bridge Department - Bruce White
 - Bid recommendation: Cattle Guard Iron (pg 40)



2:25 PM3/8/2024

2) Office of Development Services – Neil Binder

- Contract Change Orders:

- Removal of fence at Loudy-Simpson Park – Ivory Tip Fencing (pgs 41-43)
- Old Courthouse Asbestos Abatement – SGLC Consulting (pg 44)

Adjournment

The next scheduled BOCC meeting will be Tuesday, March 26, 2024 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/OpUFsXhcc0M?feature=share>

OR

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

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

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



2:25 PM3/8/2024

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

February 27, 2024

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Candace Miller; Rebecca Tyree; Angie Boss; Jeff Comstock; Chip McIntyre; Dan Miller; Bruce White; Mary Blakeman; Harry Blakeman; Nancy Merrill; Starlene Collins; Jim Howell; Tracy Winder; Carol Haskins; Dan Haskins; Chris Nichols; Isidro Quezada; Norm Culverwell; Kris Brannan

**Call to Order
Pledge of Allegiance**

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

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

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

- a) February 27

Resolutions:

- b) 2024-25: Transfer of Intergovernment Funds for the month of February 2024
- c) 2024-26: Special Payroll
- d) 2024-27: Voided Warrants for the month of February
- e) 2024-28: Transfer of Payment of Warrants for the month of December 2023
- f) 2024-29: Accounts Payable
- g) 2024-31: P-Cards
- h) 2024-32: Payroll

Contracts & Reports:

- i) Airport Runway Paving contract w/Armstrong
- j) Hotline Memo of Understanding w/Prowers County
- k) HCPF Amendment #3 Incentives
- l) Memo of Understanding for Interpretation/Translation Services between Department of Public Health and Integrated Community
- m) Vital Records Policy
- n) Memo of Understanding between Board of County Commissioners & Department of Human Services
- o) Emergency Mutual Aid & Assistance Agreement for Local Colorado Public Health Agencies
- p) Contract to retain Economic Expert Witness for PUC Hearings
- q) Memo of Understanding between BCC & Craig City Council re: Legal Services for Participation in PUC Hearings

Bohrer made a motion to approve the consent agenda items A-Q. Villard seconded the motion. Bohrer explained the reasons behind item Q. Motion carried 3-0.

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

Public Comment/General Discussion:

Isidro Quezada came before the BCC to ask for support for enforcing rules (no glass containers and cleaning up after pets) at Loudy-Simpson Park for the soccer fields/leagues, and extra law enforcement patrols to help keep other, non-soccer related citizens from getting out of hand. Quezada also asked if possibly some signs could get put up pertaining to the rules for maintenance of the soccer fields.

Board of County Commissioners

Appoint seat for:

- Area Council on Aging (see attached)

Becky Plummer submitted a letter of interest for the Area Council on Aging board. Villard commented that there is still one seat open on that board and it would be easier to get things done if they had a full board.

Villard moved to appoint Becky Plummer to the Area Council on Aging. Broom seconded the motion. Motion carried 3-0.

- Library Board of Trustees (see attached)

Cathy Lowther submitted a letter of interest for an open seat on the Library Board of Trustees.

Broom moved to appoint Cathy Lowther to the Library Board of Trustees. Villard seconded the motion. Motion carried 3-0.

Resolution 2024-34: Declaring Moffat County as a Non-Sanctuary County, Setting Priorities and Expectations in Response to Immigration Influx (see attached)

Bohrer gave some background about an email that the BCC had received about sanctuary cities/counties. Moffat County does not have the abilities and/or resources to handle a big influx of immigrants bussed in by front range cities. This resolution is based on one that Mesa County did. Villard commented that, as the BCC is always trying to be fiscally responsible, they had to take a long, hard look at the current realities and put the word out that we are not open to additional influx here. The City/County of Denver is anticipating a \$108,000,000 budget shortfall due to this situation. Villard emphasized that we are not against people coming into the country legally or seeking asylum.

Broom moved to approve **Resolution 2024-34: Declaring Moffat County as a Non-Sanctuary County, Setting Priorities and Expectations in Response to Immigration Influx**. Villard seconded the motion. Motion carried 3-0.

- Adopt letter to the Mayor of Denver (Mike Johnston) regarding Moffat County 's Non-Sanctuary status (see attached)

This letter is an outreach to a fellow elected official to let them know the reasons behind our Non-Sanctuary status, and requesting that they not to send any of their "overflow" here.

Broom moved to approve sending a letter to the Mayor of Denver regarding Moffat County's Non-Sanctuary status. Villard seconded the motion. Motion carried 3-0.

8:45 am

Public Hearing:

Sheriff's Office – Chip McIntyre & County Attorney – Rebecca Tyree (see attached)

- **Ordinance 2024-0227:** Dog Control Ordinance – Second (Final) Reading
- **Resolution 2024-30:** Providing for the Licensing and Control of Dogs in Moffat County, Colorado, and Repealing all Resolutions, or Portions Thereof, in Conflict Therewith

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

McIntyre gave a brief recap on the purpose of this ordinance, which is to clean-up and to repeal any ordinances, amended ordinances, resolutions (or portions thereof) concerning the licensing and control of dogs in Moffat County. The first adopted ordinance concerning the licensing and restraint of dogs was adopted in 1978, and has been amended or added to many times over the years. This ordinance will allow us to repeal all of those and start over. Which will make it better for not only the citizens, but make it easier for the Sheriff's Office to enforce all things related to dogs in Moffat County.

Tyree added that the current ordinance and all the amendments conflict with each other and current Colorado statutes provide for some penalties through a resolution controlling dogs. This resolution would go into effect tomorrow after the ordinance takes all the old rules away.

There was no public comment either for or against.

Back in regular session, Villard moved to approve **Ordinance 2024-0227:** Dog Control Ordinance – 2nd Reading. Broom seconded the motion. Motion carried 3-0.

Broom moved to approve **Resolution 2024-30:** Providing for the Licensing and Control of Dogs in Moffat County, Colorado, and Repealing all Resolutions, or Portions Thereof, in Conflict Therewith. Villard seconded the motion. Motion carried 3-0.

Staff Reports:

Road & Bridge Department – Dan Miller

- Bid Recommendation: Mag Chloride (see attached)

Two bids for Mag Chloride this year:

GMCO (Rifle)	\$1.00/gallon
Desert Mtn. Corp. (Durango)	\$1.09/gallon

The price has gone up considerably since last year, when it was .88.5/gallon. This price increase will create a shortfall of about 65,000 gallons from last year. Since the budget for this process never goes up, they will have to narrow the roads from 22' to 18' and have lowered the concentration. They will also have to cut CR 7 from the program to make up for the shortfall. Miller requested that the BCC award the Mag Chloride bid to GMCO for \$1.00/gallon.

Broom moved to approve the Mag Chloride bid from GMCO for \$1.00/gallon. Villard seconded the motion. Motion carried 3-0.

Road & Bridge Department – Bruce White

- Bid Recommendation: Belly Dump Trailers (see attached)

Six bids were received for 4) Belly Dump Trailers:

Wagner (Hayden)	Trail King	\$219,173.88
Transwest (GJ)	Amorlite	\$232,060.00
Missouri Great Dane (Benton, MO)	Great Dane	\$245,600.00
Utility Trailer Sales of CO (Henderson)	Ranco	\$268,960.00
Transwest (GJ)	Trail King	\$284,493.20
Western Truck& Trailer Sales (SLC)	Ranco	\$287,080.00

White recommended awarding the bid to Wagner Equipment for \$219,173.88, which is \$40,826.12 under the budgeted amount.

Broom moved to approve the bid recommendation for 4) Belly Dump Trailers from Wagner Equipment of Hayden for \$219,173.88. Villard seconded the motion. Motion carried 3-0.

County Attorney – Rebecca Tyree

- **Resolution 2024-33:** Resolution Authorizing Vice-Chair of Board of County Commissioners to Act on Behalf of said Board in Negotiations Related to the Tri-State Electric Resource Plan Hearings at the Public Utilities Commission, including Authorization to Sign Contracts Related to such Hearings (see attached)

Tyree explained that it simplifies the process to have just one commissioner to act on behalf of the BCC in the lead-up to the PUC Hearings. Vice-Chair, Melody Villard, has been highly involved in a lot of the side meetings, so is very informed. This resolution does limit the vice-chair to only sign off on up to \$25,000.

Broom moved to approve **Resolution 2024-33**. Villard seconded the motion. Motion carried 3-0.

Craig/Moffat County Airport – Candace Miller

- Airport Apron Seal Coating Project - Professional Services Award recommendation

Miller explained that there was ARPA funding available to complete an apron seal coating project at the Airport. This would be done in conjunction with the upcoming runway paving project, to minimize any Airport shut-down time.

Three bids were received:

CR Contracting, LLC	\$72,968
Hi-Lite Airfield Services, LLC	\$84,412
Straight Stripe Painting, Inc	\$85,408

Armstrong, the long-time consultant for the Airport, reviewed these bids and recommended going with CR Contracting.

Broom moved to approve the bid recommendation for the Airport Apron Seal Coating Project from CR Contracting for \$72,968. Villard seconded the motion. Motion carried. 3-0.

Presentation(s):

Colorado Crane Conservation Coalition – Nancy Merrill

- Proclamation for Greater Sandhill Crane Week (March 1-8) (see attached)

Nancy Merrill, president of the Colorado Crane Conservation Coalition, presented a proclamation for Greater Sandhill Crane Week (March 1-8), which she read. The Coalition sponsors a scholarship program and several contests in relation to this week.

Villard moved to proclaim March 1-8, 2024 Greater Sandhill Crane Week in Moffat County. Broom seconded the motion. Motion carried 3-0.

- **Kris Brannan & Norman Culverwell – Oaths of Office & the Constitution**

Culverwell spoke about his concerns with electronic voting machines, and wants the County to get rid of them. He also commented on remarks by the non-elected director of the CO Clerk's Association.

Brannan said they had done some Constitutional research and have decided that by not removing the electronic voting machines, the County is "violating their civil action to deprivation of their rights and conspiracy to interfere with the civil law of free voting and the action to neglect and prevent free voting".

Meeting adjourned at 9:17 am

The next scheduled BOCC meeting is Tuesday, March 12, 2024

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2024-35
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF MARCH 2024

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

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

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

FROM FUND:	Check Date:	3/12/2024		
General	110	<u>\$1,066,101.12</u>	CR	0010.7000
Road & Bridge	200	<u>\$62,209.43</u>	CR	0020.7000
Landfill	240	<u>\$5,272.15</u>	CR	0070.7000
Airport	260	<u>\$3,000.00</u>	CR	0120.7000
Emergency 911	270	<u>\$126.18</u>	CR	0350.7000
Capital Projects	510	<u>\$4,236.00</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$4,229.30</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$375.00</u>	CR	0280.7000
Health & Welfare	720	<u>\$113,798.38</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,147.97</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$2,741.33</u>	CR	0320.7000
PSC - JAIL	210	<u>\$10,961.15</u>	CR	0072.7000
Human Sevices	220	<u>\$2,350.43</u>	CR	0030.7100
Public Health	250	<u>\$804.21</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$2,861.26</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$7,875.13</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$90.00</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231	<u>\$24,420.48</u>	CR	0050.7000
To Fund				
Warrant		<u>\$1,312,599.52</u>	DR	

Adopted this 12th day of March, A.D. 2024

Chairman

RESOLUTION 2024-37
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 3/2/2024

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

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

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

Pay Date 3/15/2024

FROM FUND:

General	0010.7000	\$264,408.85	cr
Road & Bridge	0020.7000	\$180,359.89	cr
Landfill	0070.7000	\$16,336.96	cr
Airport	0120.7000	\$791.50	cr
Library	0130.7001	\$11,427.77	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$6,980.34	cr
Mo Co Tourism	0320.7000	\$3,505.93	cr
PSC Jail	0072.7000	\$68,826.38	cr
Human Services	0030.7100	\$71,431.43	cr
Public Health	0065.7000	\$13,710.39	cr
SM I	0168.7000	\$4,391.87	cr
SM II	0169.7000	\$5,086.61	cr

TO FUND:

Warrant	0100.1000	\$647,257.92	dr
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Adopted this 12th day of March, A.D. 2024

Vice-Chairperson

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

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

RESOLUTION 2024-38
TRANSFER OF INTERGOVERNMENT FUNDS
FOR THE MONTH OF MARCH 2024

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

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

<i>From: (Fund)(CREDIT)</i>	<i>Amount</i>	<i>To: (Fund) (DEBIT)</i>	<i>Amount</i>
ROAD & BRIDGE CTSI	239,041.00	GENERAL CTSI	239,041.00
PUBLIC SAFETY CENTER-JAIL	107,073.00	GENERAL	107,073.00
LIBRARY	21,975.00	GENERAL	21,975.00
SENIOR CITIZENS	2,160.00	GENERAL	2,160.00
DHS	1,296.00	GENERAL	1,296.00
LANDFILL	13,775.00	GENERAL	13,775.00
SUNSET MEADOWS I	13,524.00	GENERAL	13,524.00
SUNSET MEADOWS II	\$ 13,374.00	GENERAL	\$ 13,374.00
TOTALS	<u>\$ 412,218.00</u>	TOTALS	<u>\$ 412,218.00</u>

Adopted this 12th day of March, A.D. 2024

Vice-Chairman

)ss.
COUNTY OF MOFFAT)

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

WITNESS my hand and seal this 12th day of March, A.D. 2024

Clerk & Recorder

PURCHASE OF SERVICE CONTRACT

March 12, 2024 – September 30, 2024

THIS CONTRACT, made this 12th day of March, 2024, by and between the **Moffat County Department of Human Services**, Colorado (hereinafter referred to as "County") and **Charity Reiser**, located at P.O. Box 982 Hayden, CO 81639; Email: charity.reiser@outlook.com; Phone: (970)201-4377 (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 **March 12, 2024 until September 30, 2024**, 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 **\$55.00 per hour**, but not to exceed a total of **\$10,000.00** 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 support and assistance to the Moffat County Department of Human Services in various areas of Colorado Department of Human Service programs. Assistance will include guidance and support to the Moffat County Department of Human Services' Director and Interim Child Welfare Supervisor according to the guidelines set forth in Volume 7:

- Contractor shall provide industry- specific guidance and feedback to the Director and Interim Child Welfare Supervisor in developing strategies and ideas on how to effectively manage a Child Welfare team.
- Contractor shall provide support for managerial responsibilities in accordance with policies and procedures, including: assessment and case functions, pulling and monitoring necessary reports, planning and assigning caseloads.
- Contractor shall provide support with day-to-day operations and mentoring the Interim Child welfare Supervisor on any important job-related functions associated with the position.

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.

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 6.
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 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 (2) months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
 - 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 (5) 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.
7. 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
1198 West Victory Way, Ste. 204
Craig, CO 81625

Charity Reiser
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

8. During the course of the parties' performance of their respective obligations hereunder, a party may gain access to confidential information. All such information shall be maintained in strict confidence, shall not be used except as necessary for the performance of the parties' obligations under this Contract and shall not be disclosed to any third party without prior written approval of the disclosing party, unless required under the Colorado Open Records Act or other law. If a party maintains such information in electronic form, such party will take all reasonable precautions to maintain such information in a secure environment to prevent its unauthorized access, use or disclosure. If a party becomes aware of any actual or suspected unauthorized access, use or disclosure of confidential party information, such party shall notify the other party as soon as practicable. Upon the cancellation,

termination or completion of this Contract, all such information shall be returned or destroyed, at the discretion of the disclosing party.

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

Kristin Grajeda, Director

Date: _____

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

Melody Villard, Vice-Chairperson

Date: _____

CONTRACTOR

Charity Reiser, Contractor

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and affirmed to before me this _____ day of _____, 2022, by Charity Reiser, Independent Contractor.

Witness my hand and seal.

Notary Public

**ADDENDUM 1
TASK ORDER C
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED February 27, 2024**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into **Task Order C** made on September 26, 2023, between **CITY OF CRAIG and MOFFAT COUNTY, COLORADO (Sponsor)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Craig-Moffat County Airport, Craig, Colorado

3. **WORK PROGRAM** – Attached

Element 1 – *Pavement Maintenance (Main Apron) [Design, Bid & Const]*

Element 2 – *Pavement Maintenance (Hangar Apron) [Const]*

4. **FEES** - The fees will be as noted below. (All lump sums unless noted otherwise)

Original Task Order C Total	\$41,270.00
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Addendum 1

Element 1 and 2 – Design

Preliminary Design	\$5,600.00
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Final Design	\$3,070.00
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Element 1 and 2 – Bidding Services	\$3,480.00
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Element 1 – Construction Period Services

Construction Administration Services	\$3,840.00
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Construction Inspection Services	\$7,560.00
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Element 2 – Construction Period Services

Construction Administration Services	\$0.00
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Construction Inspection Services	\$1,530.00
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Elements 1 and 2 – Project Closeout	\$1,130.00
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Addendum 1 Total	\$29,360.00
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Revised Task Order C Total	\$29,360.00
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5. **ATTACHMENTS** - Required Contract Provisions for A/E Contracts Under Airport Improvement Program.


SPONSOR:
MOFFAT COUNTY, COLORADO


Tony Bohrer, Chairman BOCC

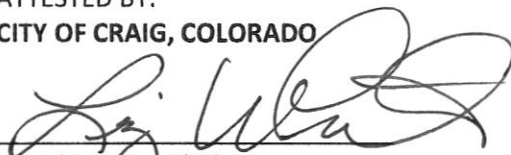
SPONSOR:
CITY OF CRAIG, COLORADO


Chris Nichols, Mayor

ATTESTED BY:
MOFFAT COUNTY, COLORADO


Stacy Morgan, County Clerk

ATTESTED BY:
CITY OF CRAIG, COLORADO


Liz White, City Clerk

ENGINEER:
ARMSTRONG CONSULTANTS, INC.


Erik Vliek, Business/Operations Manager

MAYBELL RODEO LEASE AGREEMENT

This lease agreement ("Agreement"), made effective the 12th day of March, 2024, is entered into by and between the Board of County Commissioners of Moffat County, acting on behalf of Moffat County, Colorado ("Lessor"), and Kacey Lyons, President, and Taylor Smith, Vice President, acting on behalf of the Maybell Rodeo Club, hereinafter referred to as the "Lessee."

LESSOR:	Board of County Commissioners of Moffat County 1198 West Victory Way, Suite 104 Craig, CO 81625	LESSEE:	Maybell Rodeo Club Taylor Smith & Kacey Lyons P.O. Box 114 Craig, CO 81625
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PREMISES: A parcel of land in Township 7 North, Range 95 West of the 6th P.M., Beginning at Corner No. 3 of CE #785 in Section 29; thence South 294 feet; thence East 294 feet; thence North 294 feet; thence West 294 feet to a point of beginning. Containing two (2) acres more or less, situated in the County of Moffat and State of Colorado, excepting the portion of this parcel which is a cemetery maintained by the Maybell Women's Club.

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

TERM: The Lease Agreement commences on May 1, 2024, and continues through December 31, 2024, no matter the date of signing of this document.

RENT: The annual rent shall be One Hundred Dollars (\$100.00) for the year 2024, even if it is less than a complete year.

RECITALS

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

WITNESSETH THAT, for and in consideration of the rent reserved herein, and the other promises and agreements made by the parties hereto, Lessor does hereby lease and demise unto Lessee and Lessee

does hereby accept and hire from Lessor the Premises above described, on the terms and conditions set forth herein, and the parties do hereby agree as follows:

1. **PURPOSE:** The leased Premises shall be occupied by Lessee for rodeo events and practice for such events. Lessee agrees to use said Premises only for the purposes stated herein. Lessee further agrees to use said Premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the County of Moffat, including but not limited to zoning and building laws and public health laws, and for no improper or questionable purpose whatsoever. Lessee shall be responsible for the use, operation, maintenance, management and care of the Premises during the term of this Lease.
2. **RENT:** The annual rent for the period from May 1, 2024, through December 31, 2024, shall be One Hundred Dollars (\$100.00), which shall be payable upon the signing of this Lease.
3. **TERM:** The term of the Lease continues through December 31, 2024.
4. **TERMINATION:** This Lease shall terminate under condition of breach by either party of the Lease Agreement. This Lease may be terminated by convenience by either Lessee or Lessor after September 30, 2024, so long as the party seeking to terminate the Lease provides at least thirty (30) days written notice to the other party.
5. **WEED CONTROL OF THE PREMISES:** It is agreed that Lessee will be responsible for weed management of all noxious weeds on the Premises.
6. **LESSOR'S OBLIGATIONS:** Lessor, in consideration of the leasing of said Premises, covenants and agrees to grant Lessee peaceable and quiet enjoyment of the Premises during all times that Lessee is not in default of this Lease. Lessor undertakes no other obligation to Lessee, express or implied, other than those obligations set forth herein, which may be amended from time to time by mutual written agreement of the parties. Notwithstanding the above, Lessor, shall have the right to enter upon the Premises at any time to inspect or monitor the Premises, as long as it does not directly interfere with Lessee's use of the premises under this Lease Agreement.

There are usable structures (fences and a seating area) on the Premises at present and Lessor agrees Lessee may use those structures, but Lessee must be willing to accept them as they are (in "as is" condition) and Lessor shall not be required to maintain the structures.

7. **LESSEE'S OBLIGATIONS:** Lessee, in consideration of the leasing of said Premises, covenants and agrees as follows:
 - a. To pay the rent for said Premises as herein provided.
 - b. To use said Premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the County of Moffat, the City of Craig,

including but not limited to zoning and building and public health orders, and for no improper or questionable purpose whatsoever.

- c. To use said Premises only for the purposes stated herein. Lessee shall not store equipment on the Premises unless Lessor gives written permission to do so.
- d. Lessee shall equip, operate, and maintain the Premises according to industry standards for equine events and rodeo events, including posting the premises as required by Colorado statutes.
- e. To neither hold nor attempt to hold the Lessor liable for any injury or damage, either proximate or remote, occurring through or caused by reason of the negligence or default of the Lessee.
- f. To keep title to the Premises free and clear of all liens, encumbrances and security interests, and to pay in full all persons who perform labor on the Premises, and not to permit or suffer any mechanics' liens or materialmen's liens of any kind for any work done or materials furnished thereon at the request or demand of Lessee, or for the benefit or account of Lessee.
- g. Use of Premises for Non-Authorized Purposes: The failure by Lessee to observe or perform the requirement that the sole use of the Premises shall be for rodeo events and practice for rodeo events.
- h. To keep the Premises clean and, in the event the Lease is terminated whether by breach or by agreement, or by the end of its term, to yield and deliver possession of the Premises to Lessor in substantially as good a condition as when received.
- i. Environmental Compliance and Indemnity. Lessee covenants and agrees to conduct its business and operations on and from the Premises in accordance with all federal, state and local environmental laws, regulations, executive orders, ordinances and directives including, but not limited to, the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substances Control Act, and state law counterparts, and any amendments thereto, including, without limitation, the Colorado Hazardous Waste Management Act, C.R.S. § 25-15-101 *et seq.*, and not to cause, suffer or permit any damage or impairment to the health, safety or comfort of any person or to the environment at or on the Premises and surrounding property, including, but not limited to, damage or threatened damage to the soil, surface or ground water resources at the Premises and surrounding property or any condition constituting a nuisance or causing a violation of or resulting in liability under any state, federal or local law, regulation or ordinance. The foregoing obligations of Lessee shall hereinafter collectively be referred to as the "Environmental Obligations." In the event of any violation of, or failure to comply with, any of the Environmental Obligations, Lessee agrees, at its sole cost and expense, promptly to remedy and correct such violation or failure, including all required or appropriate clean up, clean up- related activities and all other appropriate remedial action.

Lessee covenants and agrees to protect, indemnify and save Lessor harmless from and against any and all liability, obligations, claims, including administrative claims and claims for injunctive relief, loss, cost, damage, expense or liability, including without limitation, any liability arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, plus reasonable attorney fees, incurred by or asserted against Lessor resulting from any failure to comply with the provisions of this Paragraph 7 (i). Lessor shall have the right to defend itself in any action, suit or proceeding commenced against Lessor as a result of Lessee's violation of or failure to comply with the provision of this Paragraph 7 (i), with attorneys and, as necessary, technical consultants chosen by Lessor, and Lessee agrees to pay to Lessor all reasonable attorney fees, consultant fees, and other costs in connection therewith incurred by Lessor. The provisions of this Paragraph 7 (i) shall survive the expiration or termination of this Lease.

8. **PERMANENT STRUCTURES:** Lessee shall not construct any permanent structure on Premises without prior written approval of Lessor. Construction of a permanent structure without the prior written approval shall be considered a default of this Lease. Any permanent structures built with the approval of Lessor shall be built in compliance with any State laws and regulations and the Moffat County Zoning and Building Codes.
9. **INSURANCE:** Lessee shall hold Lessor harmless from any claim or claims made by any person for injuries which may be suffered by such persons as a result of Lessee's use, operation, maintenance, management or care of the Premises or which result from the acts or omissions of the Lessee or any group, organization or person who occupies or utilizes the premises with the permission of the Lessee. Lessee shall secure this obligation by acquiring and maintaining general liability insurance coverage for all risks during the period of time when the Maybell Rodeo Club holds special rodeo events in the amount of One Million Dollars (\$1,000,000.00) per occurrence. Special events are scheduled to be held from May 23, 2024, through September 30, 2024. Lessee further covenants that in any and all insurance policies carried by the Lessee to protect against such risks, the Moffat County Board of County Commissioners shall be named as additional insured parties and loss payees. Lessee shall provide Lessor with appropriate Certificates of Insurance on or before the first day of the Lease Agreement.

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

10. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign or sublet this Lease or any interest therein without the written consent of the Lessor having first been obtained. Unless such written consent has been obtained, any assignment, subletting or transfer of this Lease or of any

interest therein shall, at the option of the Lessor, terminate this Lease and any purported assignment, transfer or subletting without such consent shall be null and void.

11. **HOLD HARMLESS:** Lessee shall hold the Lessor harmless from any claim or claims made by any person for injuries which may be suffered by such persons by reason of the acts or omissions of the Lessee related the Lessee's use, operation, maintenance, management or care of the Premises. Lessee further agrees, to neither hold nor attempt to hold the Lessor liable for any injury or damage, either proximate or remote, resulting from Lessee's use of the Premises. Lessee shall indemnify and save Lessor harmless from any breach of the covenants contained herein.
12. **SURRENDER OF PREMISES:** At the conclusion of the Term hereof or in the event the Lease is terminated, Lessee shall yield and deliver possession of the Premises to Lessor and Lessee shall remove any items of property which were not already on the Premises when the Lease began, including trash, vehicles, equipment, or the like from the Premises. If Lessee does not remove such items, Lessor shall dispose of such items as Lessor deems appropriate and Lessee shall be responsible for the costs of such disposal. If Lessee holds over at the end of the Term hereof or after Lessor's timely notice of termination, Lessee shall be a Lessee at will, subject to eviction.
13. **ADJACENT CEMETERY:** Lessee recognizes that the Premises are adjacent to a cemetery and the Premises do not include the grounds in the cemetery.
14. **DEFAULT:** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee:
 - a. **Vacating the Premises:** The vacating or abandonment of the Premises by Lessee for a period of nine (9) months.
 - b. **Failure to Pay Rent:** The failure by Lessee to make any payment of rent as and when due, where such failure shall continue for a period of fifteen (15) days after written notice thereof by Lessor to Lessee. If the failure to pay rent is not cured within fifteen (15) days of such notice, this Lease shall terminate and Lessor shall not thereafter be required to accept subsequently tendered cures.
 - c. **Failure to Pay Insurance:** The failure by Lessee to provide Proof of Insurance to Lessor as set forth in Paragraph 9 of this Maybell Rodeo Lease Agreement.
 - d. **Failure to Perform:** The failure by Lessee to observe or perform any of the covenants, conditions or provisions of the Lease to be observed or performed by the Lessee, where such failure shall continue for a period of thirty (30) days after written notice thereof by Lessor to Lessee.

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

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

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties have subscribed their names this 12th day of March, 2024.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS, Lessor

By: _____
Tony Bohrer, Chairman

ATTEST:

STATE OF COLORADO)
)§
COUNTY OF MOFFAT)

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

WITNESS, my hand and the seal of said County this 12th day of March, 2024.

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

MAYBELL RODEO CLUB, Lessee

By: _____
Kacey Lyons, President,
Maybell Rodeo Club

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

The forgoing documents were signed and acknowledged before me by Kacey Lyons, President, for Maybell Rodeo Club, this _____ day of _____, 2024.

Witness my hand and official seal.

Notary Public

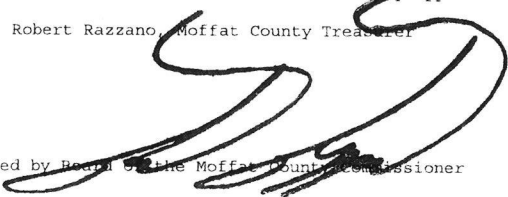
MONTHLY REPORT OF MOFFAT COUNTY TREASURER
FEBRUARY 01, 2024 THRU FEBRUARY 29, 2024

FUND	REVENUES-----					DISBURSEMENTS-----				ENDING BALANCE
	BEGINNING BALANCE	CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	
GENERAL FUND	31,866,019.49	714,073.67	705,451.44	-4,669.59		989.35		-58,465.24	-3,482,456.02	29,740,943.10
ROAD & BRIDGE FUND	10,759,256.18		337,055.18		85,108.05			-3,002.33	-946,383.20	10,232,033.88
DEPARTMENT OF HUMAN SERVICES	1,376,701.16	40,908.57	103,582.66	-269.24					-214,346.81	1,306,576.34
ACET	288,449.28		8,000.00						-7,788.14	288,661.14
MOFFAT COUNTY LOC MRKT DIST	851,355.27		72,264.40						-24,614.18	899,005.49
CONSERVATION TRUST FUND	226,249.22		725.20					-7.25	-623.70	226,343.47
MOFFAT COUNTY PUBLIC HEALTH	877,704.41	11,542.06	71,545.05	-93.75					-70,594.31	890,103.46
LANDFILL	1,774,385.03		88,591.69					-829.04	-66,907.92	1,795,239.76
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	562,063.00		65,807.46			954,995.00			-240,931.42	1,341,934.04
COUNTY HEALTH & WELFARE	3,684,374.51		349,135.85						-243,737.28	3,789,773.08
MEMORIAL REGIONAL HEALTH	0.00	109,576.52		-721.18						108,855.34
WARRANT FUND - COUNTY	412,325.68					3,129,647.49	-2,516,014.03			1,025,959.14
SHADOW MTN LOCAL IMPROVE DIST	192,222.25		1,254.34						-26.00	193,450.59
AIRPORT FUND	300,184.40		2,491.25					-9.00	-30,600.59	272,066.06
PUBLIC LIBRARY	278,143.90		1,602.99			370,977.00		-16.03	-44,896.05	605,811.81
COLO NORTHWEST COMM COLLEGE	9,938.09	109,614.92		-721.54	10,638.94		-9,938.09	-1,088.93		118,443.39
M C SCHOOLS RE#1 - GENERAL	113,567.81	1,053,181.96		-6,553.46	125,359.39		-113,567.81	-2,611.69		1,169,376.20
CAPITAL PROJECTS FUND	3,533,985.93		13,544.05			470,780.68			-491,855.42	3,526,455.24
PUBLIC SAFETY CENTER - CAP PROJ	548.33		.87							549.20
NC TELECOM ESCROW ACCOUNT	254,163.74		814.68						-817.53	254,160.89
SUNSET #1 SECURITY DEPOSIT	18,695.92									18,695.92
SUNSET MEADOWS #1	783,849.16		38,965.50						-28,462.14	794,352.52
SUNSET MEADOWS #2	287,003.24		38,963.37						-51,178.29	274,788.32
SENIOR CITIZENS CENTER - 15	85,124.70		12,061.85			240,637.00			-25,993.92	311,829.63
SUNSET #2 SECURITY DEPOSIT	16,925.01		1,479.00						-10.20	18,393.81
COURTHOUSE LEASE PURCHASE FUND	0.00					826,500.00			-826,500.00	0.00
SCHOOLS RE#1 - BOND	0.00	238,403.23		-1,523.21						236,880.02
CITY OF CRAIG	10,414.45	282,353.47		-4,093.08	10,917.88		-10,414.45	-5,569.26		283,609.01
TOWN OF DINOSAUR	211.46	4,587.84			170.74		-211.46	-91.76		4,666.82
CAPITAL FUND - CITY OF CRAIG	1,225.52	33,225.87		-481.66	1,284.76		-1,225.52	-655.36		33,373.61
ARTESIA FIRE PROTECTION DISTRICT	260.17	3,444.22			241.20		-260.17	-172.21		3,513.21
CRAIG RURAL FIRE PROTECTION DIST	7,739.45	111,030.31		-844.94	7,950.71		-7,739.45	-5,512.62		112,623.46
MAYBELL IRRIGATION	3,944.56	1,394.00			175.00					5,513.56
MAYBELL SANITATION	158,354.00		2,008.58					-20.09	-1,286.01	159,056.48
COLO. RIVER WATER CONSERVATION	1,659.11	18,266.58		-120.33	1,772.57		-1,659.11	-907.79		19,011.03
YELLOW JACKET CONSERVANCY DIST.	53.75	63.36			55.32		-53.75	-3.17		115.51
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	0.00	1,049.40						-52.47		996.93
MOFFAT COUNTY TOURISM -LODGING 19	161,737.56		45,301.58						-14,941.30	192,097.84
INTERNAL SER FUND-CENTRAL-DUP	96,861.70		540.00						-2,376.09	95,025.61
JUNIPER WATER CONSERVANCY DIST.	38,562.24		62.59					-63		38,624.20
HIGH SAVERY WATER DISTRICT	0.00									0.00
UPPER YAMPA WATER CONSERVANCY	2,401.41	15,859.38			2,422.43		-2,401.41	-792.97		17,488.84
911 FUND	722,861.99		21,303.78						-3,700.00	740,465.77
ADVANCE TAXES - REAL ESTATE	60,829.84						-60,709.69			120.15
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	447,609.59		373,464.87					-384,850.68		436,223.78
CHECK CHANGE ACCOUNT	0.00		10,236.36					-10,236.36		0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		13,928.32					-13,928.32		0.00
PAYROLL EFT TAX PAYMENTS	0.00		443,020.25					-296,333.39		146,686.86
CRAIG DIST ADVISORY GRAZING BOARD	0.00									0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		246,096.99				-246,096.99			0.00
COUNTY SALES & LEASES	884.04		3,250.41							4,134.45
MOTOR VEHICLE REGIST.	3,890.36		5,022.20							8,912.56
2023 TREASURERS TAX DEED	5,610.03		100.00							5,710.03

2017 TREASURERS TAX DEED	3,804.60		59.56				-3,864.16			0.00
2010 TREASURER'S TAX DEED	3,712.59									3,712.59
2022 TREASURER DEED'S	1,518.70									1,518.70
GRAND TOTALS	60,505,382.83	2,748,575.36	3,077,732.32	-20,091.98	246,096.99	5,994,526.52	-3,679,504.84	-79,807.84	-6,821,026.52	61,971,882.84

I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 29th day of February 2024.

Robert Razzano, Moffat County Treasurer



Examined by Board of the Moffat County Commissioner

Tony Bohrer
Chairperson

Melody Villard

Donald Broom

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

1. THIS CONTRACT, made this 1st day of March, ~~2023~~²⁰²⁴, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Community Safety 1st, INC/Theresa Weiss, LMFT, [REDACTED] "Contractor."
2. This Contract will be effective **June 1, 2023 until May 31, 2024**, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Treatment Services** to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
 - a. Sexual Offense Specific Evaluation/Psycho-Sexual Evaluations: Completed on committed male and female clients, ages 12-20. Evaluations can be completed at beginning of commitment to determine initial level of risk, or to provide information about potential level of risk as client transitions from one program to another.
Cost of Service: \$1200 in office / \$1300 if travel required to facility
DD/ID clients: \$1500 max (due to additional time needed to meet with and review collateral)
 - b. Offense Specific Individual/Family Therapy: Individual therapy for youth who are in need of individual offense specific treatment at any phase: whether client is beginning therapy or in need of Relapse Prevention and aftercare support. For youth 12-20, either male or female.
Cost of Service: \$125/session (50 minute session)
 - c. Other Mental Health Therapy (including EMDR): Provided to youth ages 12-20, both male and female. Mental health services that are NOT offense specific: trauma, conduct disorder, depression and anxiety, relapse prevention, family support services.
Cost of Service: \$125/session (50 minute session)
 - d. Other Mental Health Therapy (including EMDR): Provided to youth ages 12-20, both male and female. Mental health services that are NOT offense specific: trauma, conduct disorder, depression and anxiety, relapse prevention, family support services.
Cost of Service: \$125/session (50 minute session)

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 reimbursement for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and

federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract.

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

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).
7. County agrees:
 - a. To determine child eligibility.
 - b. To provide Contractor with authorization regarding eligibility for a child or family as the basis for services to be purchased.
 - c. To provide Contractor with referral information including name and address of family, social, medical and education information as appropriate to referral.
 - d. To monitor the provision of contracted services.
 - e. To pay Contractor after timely receipt of billing statements to Paragraph 8 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor agrees:
 - a. Not to assign any provision of this Contract to a subcontractor.
 - b. Not to charge clients any fees related to services provided under this Contract.
 - c. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
 - d. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
 - e. To provide the service described herein at cost not greater than that charged to other persons in the same community.
 - f. To submit a billing statement by the 5th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two (2) months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.

- g. To safeguard information and confidentiality of those serviced in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
- h. To provide County with reports on the provision of services as follows:
 - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
 - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment participation.
- i. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et. seq.*, C.R.S. , as amended.
- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

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

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

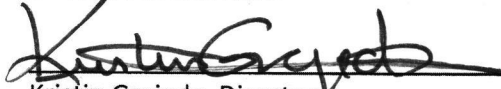
If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance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

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

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

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

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES


Kristin Grajeda, Director

3/7/2024
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Tony Bohrer, Chairperson

Date

CONTRACTOR

Theresa Wadd

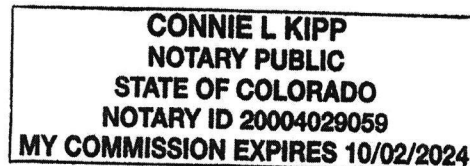
3/1/2024
Date

Theresa Weiss (print name)

Owner/President (title)

STATE OF COLORADO)

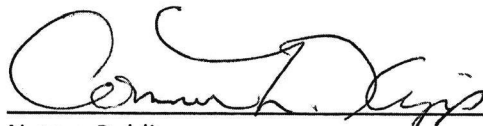
COUNTY OF Denver) ss.



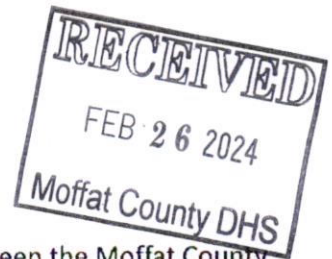
Subscribed and affirmed to before me this 1 day of March, 2024, by
(Contractor), Independent Contractor.

Witness my hand and seal.

My commission expires: 10/02/2024


Notary Public

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



1. THIS CONTRACT, made this 12th day of March, 2024, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Janet Fiegelson, [REDACTED] 80467, hereinafter called "Contractor."
2. This Contract will be effective June 1, 2023 until May 31, 2024, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide Mental Health Treatment Services to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
 - a. Psych Eval and Med Management/Initial Consultation \$300
 - b. Med Management and Psychotherapy/45 min Follow up \$200
 - c. Med Management and Psychotherapy/30 min Follow up \$150

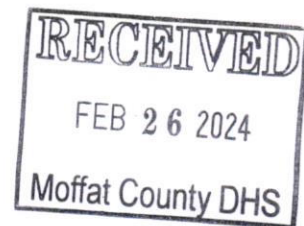
The amount to be expended pursuant to this Agreement shall not exceed TEN THOUSAND dollars and no/100 cents (\$10,00.00). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute 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 reimbursement for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

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

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

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



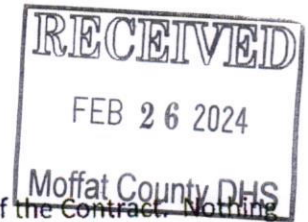
year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding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

7. County agrees:

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

8. Contractor agrees:

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



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

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

Not
applicable

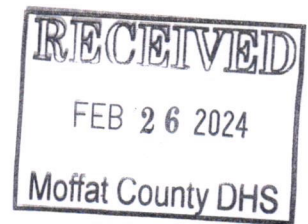
~~Workers' Compensation and Employer's Liability and Unemployment Insurance~~ in accordance with Sections 8-40-101 and 8-70-101, *et. seq.*, C.R.S., as amended;

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

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

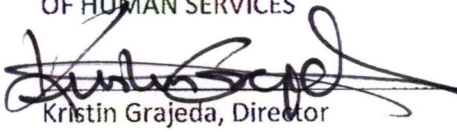
All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. Contractor shall demonstrate contractual liability coverage supporting the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

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



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

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES


Kristin Grajeda, Director

3/7/2024
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Tony Bohrer, Chairperson

Date

CONTRACTOR

Janet Feigelson

Feb 21, 2024

Date

Janet Feigelson (print name)

(title)

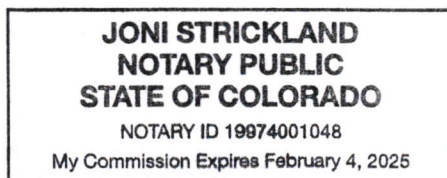
STATE OF COLORADO)

COUNTY OF Rowt) ss.

Subscribed and affirmed to before me this 21st day of February, 2024, by Janet L Feigelson
(Contractor), Independent Contractor.

Witness my hand and seal.

My commission expires: 2.4.2025




Notary Public

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

1. THIS CONTRACT, made this 12th day of March, 2024, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and A and S Counseling (Jolene and Steve Walls), 401 Russel Street, Craig, Co 81625 "Contractor."
2. This Contract will be effective **June 1, 2023 until May 31, 2024**, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Treatment Services** to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
 - a. PA3 Therapy services for children and Adults 12 years and older
 - Intake \$180/Per Hour
 - Individual Counseling \$160/Per Hour

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 reimbursement for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

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

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

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

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

7. County agrees:

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

8. Contractor agrees:

- a. Not to assign any provision of this Contract to a subcontractor.
- b. Not to charge clients any fees related to services provided under this Contract.
- c. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
- d. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- e. To provide the service described herein at cost not greater than that charged to other persons in the same community.
- f. To submit a billing statement by the 5th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two (2) months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g. To safeguard information and confidentiality of those serviced in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
- h. To provide County with reports on the provision of services as follows:
 - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
 - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment participation.
- i. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing

herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et. seq.*, C.R.S. , as amended.

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

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

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

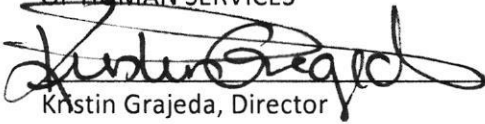
If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance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

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

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

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

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES


Kristin Grajeda, Director

3/7/2024
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Tony Bohrer, Chairperson

Date

CONTRACTOR

Betty Jolene Walls

3-7-2024

Date

Betty Jolene Walls (print name)

(title)

STATE OF COLORADO)

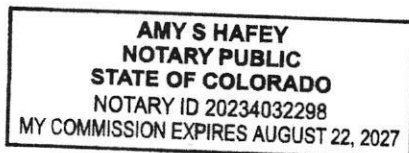
COUNTY OF Moffat) ss.

Subscribed and affirmed to before me this 8 day of March, 2024, by
(Contractor), Independent Contractor.

Witness my hand and seal.

My commission expires: 8/22/27


Notary Public





March 12, 2024

Colorado River District
201 Centennial St., Suite 200
Glenwood Springs, CO 81601

Dear Colorado River District,

Please accept this letter of support for the Colorado Water Trust Grant proposal being submitted to the Colorado River District. This funding will help to assure sufficient water in the Yampa during low flows to provide for multiple benefits including agriculture, recreation, and endangered fish needs. These flows also help prevent the Yampa River from going on call, which assures a viable social and economic condition in the Yampa Valley.

The Moffat County Board of County Commissioners feels that this project meets the mission and strategic planning goals of the Colorado River District, our Yampa Basin Roundtable, and Basin Implementation plan, and Yampa River Fund goals. If you have questions about our support for the Colorado Water Trust grant, please don't hesitate to contact any of the below listed Moffat County Commissioners, or our Natural Resources Director, Jeff Comstock.

Sincerely,

Melody Villard, Vice-Chair
Commissioner, District 2

3/7/2024

We received 3 bids for cattle guard iron this year.

Craig Steel had a total bid of \$15,275.90

Doherty Welding LLC from Pilot Rock Oregon had a total bid of \$20,931.80

Peterson Metal Products from Leadore, Idaho had a total bid of \$18,534.00

Our total steel budget which covers cattle guard iron and miscellaneous steel needs throughout the year is \$50,000.

I recommend accepting the bid from Craig Steel of \$15,275.90

Thank you,

Dan Miller

Director, Moffat County Road Department

CONTRACT AMENDMENT NUMBER 1

THIS CONTRACT AMENDMENT NUMBER 1 ("Amendment") is entered into by and between the Board of County Commissioners of Moffat County ("BOCC") and, Ivory Tip Fencing ("Contractor"), whose address is PO Box 1409, CO 81625 and whose telephone number is 970-629-1361.

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

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

2. Identification of Original Agreement. BOCC and Contractor entered into a written Agreement dated December 28th 2023 (the "Agreement"), entitled "Agreement", concerning the following subject matter: Upgrade Loudy Simpson Ballfield fence and backstop (1 Field) at Loudy Simpson Park, 600 S Ranney St, CO 81625. That Agreement is incorporated herein by reference. Except as amended herein, this Amendment is subject to the terms of said Agreement and any previous Amendments referencing said Agreement.

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

- County wishes to extend the Contract of Services agreement to include the demolition of additional fencing around 2 other ballfields (2 northern fields)
- Add Exhibit B- Quote to demo additional fence

The original contract amount was Seventy-Six Thousand Seven Hundred Twenty-Five Dollars and 83/100 cents (\$76,725.83) This Amendment increases the contract in the amount of Fourteen Thousand Four Hundred Dollars and No/100 (\$14,400.00). Total contract amount including this change is amount of Ninety-One Thousand One Hundred Twenty-Five Dollars and 83/100 cents (\$91,125.83)

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

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

By: _____
Melody Villard, Vice Chair

ATTEST:

Clerk to the Board

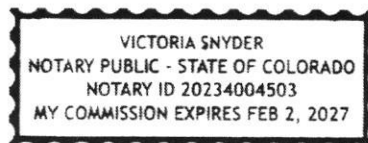
CONTRACTOR:
Ivory Tip Fencing

By: _____
Ivory Tip Fencing

STATE OF COLORADO)
) ss.
COUNTY OF Moffat)

The foregoing instrument was acknowledged before me this 14th day of March, 2023

MY COMMISSION EXPIRES: _____



Notary Public

1198 W. Victory Way #102 Craig CO81625
Address of Notary Public

Exhibit B

BID #0430 - 2/16/2024



BID PROPOSAL: MOFFAT COUNTY LOUDY SIMPSON FENCE REMOVAL

REMOVAL OF NORTHEAST AND NORTHWEST BALL FIELDS

- LABOR ONLY

FOREMAN - \$55.00 PER HOUR

LABORER - \$50.00 PER HOUR

BOBCAT - \$45.00 PER HOUR

ESTIMATED COST: \$14,400.00

JOB DESCRIPTION: REMOVE ALL CHAINLINK AT LOUDY SIMPSON NORTHEAST AND NORTHWEST BALL FIELDS. HAUL ALL MATERIALS TO LANDFILL FOR THEIR USE.

THIS IS A BID ONLY PRICES CAN VARY UP OR DOWN DEPENDING ON WORK ORDER CHANGES FROM CUSTOMER OR CHANGE IN PRICE OF MATERIAL. THE PERMIT IS NOT INCLUDED IN THIS BID (IF NEEDED). 50% IS REQUIRED DOWN AND THE SECOND HALF DUE UPON JOB COMPLETION. BID IS GOOD FOR 15 DAYS

THANK YOU FOR THE OPPORTUNITY TO BID YOUR JOB AND LOOK FORWARD TO DOING BUSINESS TOGETHER.

TONYBOHRER _____ DATE: _____
PO BOX 1409
CRAIG CO 81626

CUSTOMER _____ DATE: _____

TONY BOHRER

970.629.1361

IVORYTIPFENCING@GMAIL.COM



CONSULT
DESIGN
DEMOLITION
CONSTRUCTION

SGLC Consulting Invoice

Private and Confidential

Date: 3/6/2024

Attn: Roy Tipton and Neil Binder
Moffat County Colorado
1198 W. Victory Way, Suite 107
Craig, CO 81625

Customer Name: Moffat Courthouse Estimate to Address the Spill on the second floor

RFP Number: 2023-09

Project Name: Old Courthouse Demolition

Project Location: 227 W Victory Way, Craig, CO

Invoice Number: 2023-09-604

Terms: Net Payable Weekly as Invoiced

Moffat		5%		
Item	Description	Price	Retention 5%	Pay this Period
	Quote for Spill related services March 6th 2024			
1	Spill Notification - State Required Asbestos Air Monitoring Specialist - Emergency Response, Spill Delineation via MicroVac Sampling, & final report	\$ 7,706.65	\$ 385.33	\$ 7,321.32
2	Travel/Per Diem	\$ 1,348.66	\$ 67.43	\$ 1,281.23
3	Abatement and Oversight	\$ 17,025.00	\$ 851.25	\$ 16,173.75
4	Clearance Testing	\$ 1,816.00	\$ 90.80	\$ 1,725.20
	Total	\$ 27,896.31	\$ 1,394.82	\$ 26,501.49

Please send electronic payment to:

SGLC Consulting
25 W. Timber Draw
Edwards, CO 81632

Bank: First Bank
ABA/ACH: 107005047
Account: 3535550548

Please include the invoice number when making payments

Invoice POC: Grant Cunningham

720-412-7879

Grant@sglcconsulting.com