

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

1198 W Victory Way, Suite 104 Craig, Colorado 81625

(970) 824-5517 (970) 824-9191 fax

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, May 23, 2023

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) May 9 (pgs 3-5); April 28 (pg 6), May 2 (pg 7), 4 (pgs 8 & 9), 16 (pgs 10 & 11) & 17 (pg 12) – Special Meeting(s)

Resolutions:

- b) 2023-60: Payment of Warrants (pg 13)
- c) 2023-61: P-Cards (pg 14)
- d) 2023-62: Payroll (pg 15)

Contracts & Reports:

- e) Department of Human Services Core Services contract w/Behavioral Health & Wellness (pgs 16-19)
- f) PRCA/WPRA Rodeo Stock Contractor agreement (pgs 20-25)
- g) Fair Entertainment contract w/OA Promotions (pgs 26-31)
- h) Liquor License Renewals:
 - Massadona Tavern (pgs 32 & 33)
- i) Treasurer's Report (pg 34)
- j) Memorandum of Understanding with the CO Department of Early Childhood for the Child Care Program (pgs 35-42)
- k) Purchase of Services Contract w/Kaleidoscope Therapy Services (pgs 43-46)
- l) HCPF County Incentives Contract w/ Department of Health Care Policy and Financing (pgs 47-71)
- m) gWorks GIS Services contract w/Road & Bridge Department (pgs 72-97)
- n) Paradise Acres Easement comment letter (pg 98)

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



2:48 PM 5/22/2023

Public Comment/General Discussion:

Public Hearing:

8:45 am

- 1) Clerk & Recorder's Office – Stacy Morgan
 - Special Events Permit – Angel Nicolas, Inc (pgs 99-103)

Staff Reports:

- 2) Natural Resources Department – Jeff Comstock
 - Colorado River Water District Augmentation Water contract (pgs 104-114)
 - Augmentation Water Option (pgs 115-119)

Adjournment

The next scheduled BOCC meeting will be Tuesday, June 13, 2023 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/7ZFb70IdygI?feature=share>

OR

<https://www.youtube.com/channel/UCOd8avRo294jia2irOdSXzQ>

**** 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



2:48 PM5/22/2023

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

May 9, 2023

In attendance: Tony Bohrer, Chair; Melody Villard, Board Member; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Roy Tipton; Jeff Comstock; Candace Miller; Tom Kleinschnitz; Rebecca Tyree; Tracy Winder; Bonnie Hampton; Jim Mathey; Thomas Morley; Allison Adair; Dan Haskins; Bill Laster; John Carmony

**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)

Approve minutes:

- a) April 25; April 20 – Special Meeting

Resolutions:

- b) 2023-54: Resolution correction
- c) 2023-56: Payment of Warrants
- d) 2023-57: Adopting Maybell Wastewater Treatment Facility Billing & Delinquency Policy
- e) 2023-58: Payroll

Contracts & Reports:

- f) Norvell Ditch project letter of support
- g) Maybell Rodeo Club Lease Agreement
- h) Economic Development Administration Certification as to Project Site, Rights of Way and Easements
- i) Fair Entertainment agreement w/John King Music
- j) Airport Grant resolution
- k) Department of Public Health & Colorado Department of Public Health & Environment Emergency Preparedness and Response contract - Amendment #5

Bohrer made a motion to approve the consent agenda items A-K. Villard seconded the motion. Motion carried 3-0. There was some clarification on item “H”. Bohrer has to sign one portion of this and County Attorney, Rebecca Tyree, needs to sign, after doing some additional research.

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:

Allison Adair commented that the Planning & Zoning Commission was not in compliance with their by-laws.

Bill Laster encouraged the BCC to take a stand on the firearms issue.

- Resolution 2023-53: 2nd Amendment Rights (see attached)
- Resolution 2023-59: Constitutional Rights

The BCC met with a citizens group regarding the content of these two resolutions. Bohrer reiterated that they all believe in Constitutional Rights and 2nd Amendment Rights. Some things are passed to make a statement and let everyone know what we stand for.

Villard moved to approve Resolution 2023-53: 2nd Amendment Rights. Broom seconded the motion. Motion carried 3-0.

Villard moved to approve Resolution 2023-59: Constitutional Rights. Broom seconded the motion. Motion carried 3-0.

Staff Reports:

Office of Development Services – Roy Tipton

- Change Order – United Companies - Parking lot Asphalt (see attached)

This change order is to pave the entire Courthouse parking lot. The original contract was to pave only the drive lanes; we were able to tag onto a paving job with the Road & Bridge Department. This will be funded with LATCF monies that the County received last year. The amount is \$795,842, which will get us 100% complete by September of this year. Bohrer also pointed out that if we hadn't been able to tag in on the Road & Bridge Department paving, that it would have cost a whole lot more.

Broom made a motion to approve the Change Order with United Companies for Parking lot Asphalt at \$795,842. Villard seconded the motion. Motion carried 3-0.

- Pay Applications:
 - BHI #18 (see attached)

This pay app is in the amount of \$242,623.35. We are at 98.2% complete, which does not include the outside work. We are still waiting on some materials that were ordered nine months ago; BHI will be onsite until September.

Villard moved to approve BHI Pay Application #18 in the amount of \$242,623.35. Broom seconded the motion. Motion carried 3-0.

Tipton went over the Pay Application Summary.

Public Hearing:

9:00 am

Planning & Zoning – Candace Miller

- Carmony Exploration Gathering Lines CUP – C-23-01

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

This Conditional Use Permit had previously been approved in 2017 by a former Board of County Commissioners, but due to the gap in time, they had to resubmit. Since there was not a quorum at the last Planning & Zoning Commission meeting, Miller made a staff recommendation for approval based on the previous approval. John Carmony was present and gave a slide show to better illustrate the project.

Tracy Winder, as a citizen and a mineral owner got up to speak in favor of the project.

Back in regular session, Villard move to approve the Carmony Exploration Gathering Lines CUP – C-23-01. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:22 am

The next scheduled BOCC meeting is Tuesday, May 23, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

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

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

April 28, 2023

In attendance: Tony Bohrer, Chair (by phone); Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder

Call to Order

Vice-Chair Commissioner Villard called the meeting to order at 12:30 pm

- 1) **Resolution 2023-55:** Authorization for Chair of Board of County Commissioners of Moffat County to Sign Moffat Flood 0423 - Delegation of Authority on behalf of Moffat County Board of County Commissioners (see attached)

This resolution would allow one commissioner to sign the Delegation of Authority on behalf of the Moffat County BCC in relation to the Moffat Flood 0423 incident. There will be a meeting on Monday (May 1st) with representatives from the City of Craig to discuss organization of a Joint Incident Command.

Broom moved to approve **Resolution 2023-44:** Authorization for Chair of Board of County Commissioners of Moffat County to Sign Moffat Flood 0423 - Delegation of Authority on behalf of Moffat County Board of County Commissioners. Bohrer seconded the motion. Motion carried 3-0.

Meeting adjourned at 12:33 am - The next scheduled BOCC meeting is Tuesday, April 25, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

May 2, 2023

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Erin Miller, Deputy Clerk & Recorder; Roy Tipton

Commissioner Broom was not present

Call to Order

Commissioner Bohrer called the meeting to order at 9:45 am

Office of Development Services – Roy Tipton

Request waiving bid process for Fairgrounds Livestock Panels (see attached)

Tipton came before the BCC to request waiving the bid process for Fairgrounds Livestock Panels. Our local Murdoch's will be getting these to us, for close to their cost, and are budgeted for through ARPA funds for Fairgrounds improvements. The panels are needed to accommodate the Colorado State High School and Junior High School State Rodeo Finals.

Villard moved to approve waiving the bid process for the Fairgrounds Livestock Panels for a total of \$49,545.82. Bohrer seconded the motion. Motion carried 2-0.

Meeting adjourned at 9:48 am

The next scheduled BOCC meeting is Tuesday, May 9, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

May 4, 2023

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Erin Miller, Deputy Clerk & Recorder; Kristin Grajeda; Rachel Bower

Commissioner Broom was not present

Call to Order

Commissioner Bohrer called the meeting to order at 1:32 pm

- 1) **Department of Human Services – Kristin Grajeda & Human Resources Department – Rachel Bower**
 - Request employee reclassification
 - Purchase of Service contract (see attached)

Currently, Department of Human Services is contracted with Bettina Morrow as an Adult Protection Services supervisor. This contract is up to \$25,000 and they are very close to that amount at this time. To avoid going over that cap, and due to a big anticipated incident this weekend, Department of Human Services would like to change her employee status to a Temporary/Occasional Employee.

Villard moved to approve moving Bettina Morrow to a Temporary/Occasional Employee vs a contract employee. Bohrer seconded the motion. Motion carried 2-0.

Previously, Janene Barva was contracted through Flint Services to provide assistance and support for the Child Welfare program. Because she is based out of New Mexico, we were not be able to bring her on as an Occasional/Temporary Employee, and Flint has to back away from handling her employment. Under the Purchase of Service contract, she would be considered an independent contractor and would have to provide some supplies, liability insurance, and taxes, so a higher dollar per hour rate is built into the contract (\$30/hour, not to exceed \$25,000). Department of Human Services is hoping to fill this position in-house prior to the end of the year, so Grajeda doesn't anticipate this contract having to go on past the end of December. Commissioner Bohrer noted a couple of typos in the contract and requested that those be fixed prior to signing.

Villard moved to approve moving the Purchase of Service contract with Janene Barva/BarvaWorks, LLC, as stated with corrected typos. Bohrer seconded the motion. Motion carried 2-0.

Meeting adjourned at 1:47 pm

The next scheduled BOCC meeting is Tuesday, May 9, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

May 16, 2023 – Special Meeting

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Kristin Grajeda; Rebecca Tyree

Call to Order

Commissioner Bohrer called the meeting to order at 11:00 am

- Department of Public Health:

- Agreement regarding Provision of Epidemiological and Emergency Preparedness and Response Services to Moffat County Department of Public Health (see attached)

This contract is between the Moffat County Board of Public Health and Mesa County Public Health to secure the non-exclusive services of Mesa County Public Health's Disease Surveillance and Emergency Preparedness team to provide consultation services and complete portions of the Public Health Emergency Preparedness contract.

Broom moved to approve the agreement regarding Provision of Epidemiological and Emergency Preparedness and Response Services to Moffat County Department of Public Health. Villard seconded the motion. Motion carried 3-0.

- Local Public Health Association Workforce Grant Extension (see attached)

This grant extension contract extends out the working period for the Local Public Health Association Workforce Grant.

Broom moved to approve the Local Public Health Association Workforce Grant Extension. Villard seconded the motion. Motion carried 3-0.

- Department of Human Services – Kristin Grajeda

- Purchase of Service contract w/APT Services & Consulting (see attached)

This contract is for the services of an expert witness for an upcoming trial. There was some discussion as to whether an expert witness needs to have any type of liability insurance. Tyree said she would research this.

Villard moved to approve the Purchase of Service contract w/APT Services & Consulting as presented. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 11:19 am

The next scheduled BOCC meeting is Tuesday, May 23, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

May 17, 2023 – Special Meeting

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Roy Tipton; Rebecca Tyree

Call to Order

Commissioner Bohrer called the meeting to order at 10:00 am

Ratify contract:

- Office of Development Services – Roy Tipton
 - Ratify Certificate of Acceptance and Payment Request for McKinstry Essention for the Public Safety Center Solar Field

This lease purchase was originally done back in April of 2021. At that time, Donald Broom, as chair; Mindy Curtis (no longer with the County); Roy Tipton and Rebecca Tyree were designated as authorized signers. The motion today will just recognize Donald's authority to sign.

Villard moved to approve Donald Broom's signature on the Certificate of Acceptance and Payment Request for McKinstry Essention for the Public Safety Center Solar Field. Broom seconded the motion. Motion carried. 3-0.

Meeting adjourned at 10:03 am

The next scheduled BOCC meeting is Tuesday, May 23, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2023-60
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF MAY 2023

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:	5/23/2023		
General	110	<u>\$103,133.64</u>	CR	0010.7000
Road & Bridge	200	<u>\$109,589.27</u>	CR	0020.7000
Landfill	240	<u>\$3,460.54</u>	CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	<u>\$6,232.70</u>	CR	0350.7000
Capital Projects	510	<u>\$36,731.04</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$2,907.21</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$538.35</u>	CR	0280.7000
Health & Welfare	720	<u>\$76,129.30</u>	CR	0080.7000
Senior Citizens	215	<u>\$704.86</u>	CR	0170.7000
Internal Service Fund	710	<u>\$569.42</u>	CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$3,227.05</u>	CR	0320.7000
PSC - JAIL	210	<u>\$13,468.06</u>	CR	0072.7000
Human Seviles	220	<u>\$21,864.84</u>	CR	0030.7100
Public Health	250	<u>\$10,388.95</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$8,410.58</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$11,616.98</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275		CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231	<u>\$1,482.26</u>	CR	0050.7000
To Fund				
Warrant		<u>\$410,455.05</u>	DR	

Adopted this 23rd day of May, 2023

Chairman

RESOLUTION 2023-61
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF MAY 2023

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:	5/23/2023		
General	110	<u>\$25,989.53</u>	CR	0010.7000
Road & Bridge	200	<u>\$71.64</u>	CR	0020.7000
Landfill	240		CR	0070.7000
Airport	260	<u>\$5.53</u>	CR	0120.7000
Emergency 911	270	<u>\$3,100.80</u>	CR	0350.7000
Capital Projects	510	<u>\$9,499.50</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$965.37</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	<u>\$1,675.87</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	<u>\$1,620.32</u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$2,674.35</u>	CR	0320.7000
PSC - JAIL	210	<u>\$2,309.35</u>	CR	0072.7000
Human Services	220	<u>\$4,510.01</u>	CR	0030.7100
Public Health	250	<u>\$18,322.87</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$232.57</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$164.49</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$2,119.79</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$73,261.99</u>	DR	

Adopted this 23rd day of May, 2023

RESOLUTION 2023-62
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 05/13/2023

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 05/26/23 Payroll

FROM FUND:

General	0010.7000	\$259,495.66	cr
Road & Bridge	0020.7000	\$174,194.64	cr
Landfill	0070.7000	\$18,695.59	cr
Airport	0120.7000	\$740.80	cr
Library	0130.7001	\$11,406.55	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$8,609.73	cr
Mo Co Tourism	0320.7000	\$3,505.65	cr
PSC Jail	0072.7000	\$71,468.37	cr
Human Services	0030.7100	\$73,760.17	cr
Public Health	0065.7000	\$14,559.47	cr
SM I	0168.7000	\$3,998.58	cr
SM II	0169.7000	\$4,691.60	cr

TO FUND:

Warrant	0100.1000	\$645,126.81	dr
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Adopted this 23rd day of May, A.D. 2023

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2023 - May 31, 2024**

1. THIS CONTRACT, made this 23rd day of May, 2023, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Behavioral Health & Wellness, 3150 North 12th Street, Grand Junction, CO 81506**, hereinafter called "Contractor."
2. This Contract will be effective from **June 1, 2023 until May 31, 2024**, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Services** to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State approved County Core Service Plan, which are incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at following rates:
 - a. Individual Counseling: \$125.00/hour
 - b. Family Counseling: \$105.00/hour
 - c. Psychological Exam (Child): \$800.00 per child
 - d. Psychological Exam (Adult): \$850.00 per adult
 - e. Neuropsychological Exam: \$1,800.00 per event
 - f. Parent/Child Interactional: \$150.00 per hour, not to exceed \$4,000.00 per family
 - g. Court Testimony, authorized preparation time and report writing: \$100.00/hour
 - h. If a client/family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts County the same day as missed appointment, the County will pay the negotiated rate of service for three times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement shall not exceed FORTY THOUSAND DOLLARS AND NO/100 CENTS (\$40,000.00). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

5. Contractor shall perform its duties pursuant to this Contract as independent contractor and not as an employee. Contractor affirms that it has or will secure as its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

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

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

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

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

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

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


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

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

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

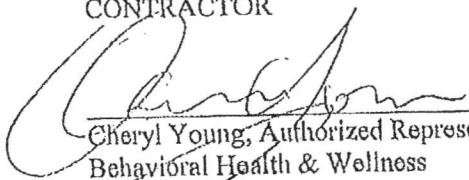
5/5/2023
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Tony Bohrer, Chairperson

Date

CONTRACTOR

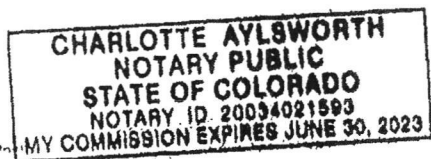

Cheryl Young, Authorized Representative
Behavioral Health & Wellness

5/16/23
Date

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and affirmed to before me this 16 day of May, 2023, by Cheryl Young,
Independent Contractor.

Witness my hand and seal.



Charlotte Aylsworth
Notary Public



MOFFAT COUNTY FAIR ENTERTAINMENT AGREEMENT

This CONTRACT OF SERVICES AGREEMENT ("Agreement") made this 20th day of February, 2023 by and between the Board of County Commissioners of Moffat County, Colorado ("County") and Honeycutt Rodeo, Inc. (Jerry Honeycutt) ("Contractor"), whose permanent address is PO Box 59, Alamosa, CO 81101, whose telephone number is . Mail contract to temporary address: 20600 W. Beloit Road, Buckeye, AZ 85326.

Type of Entertainment: All-Inclusive Professional Rodeo Cowboys Association ("PRCA")/Women's Professional Rodeo Association ("WPRA") sanctioned Rodeo Event and Specialty Act. Events include: Bareback; Saddle Bronc; Bull Riding; Tie-Down Roping; Steer Wrestling; Team Roping; Barrel Racing; Breakaway Roping; Specialty Act.

All events, Bareback, Saddle Bronc, Bull Riding, Tie-Down Roping, Steer Wrestling, Team Roping, Breakaway Roping, and Barrel Racing, are to be run with an equal number of contestants providing entries allow for this.

Location of Entertainment: Moffat County Fairgrounds

Moffat County Check Made Payable to: Honeycutt Rodeo, Inc.

Federal ID# or Social Security Number of Check Recipient:

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

- 1. Scope of Work:** The Contractor shall furnish all materials and perform in a satisfactory and proper manner and shall provide the Services (herein "Services") which are described in Paragraph 21 entitled "Additional Provisions."
- 2. Date of Performance:** Services of the Contractor shall commence on August 10, 2023, and shall be completed on August 10, 2023, no matter the date of execution of this Agreement.
Time of Performance: 9 AM Slack; 7 PM PRCA/WPRA Rodeo. Contractor and stock shall arrive before 8 PM, Wednesday, August 9, 2023.
- 3. Payment Procedures:** For satisfactory performance of the Services hereunder, County shall pay Contractor the contract rate of \$25,000.00. County shall pay Contractor either on August 10, 2023 or within one week of that date. The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth as the contract rate herein.
- 4. Independent Contractor:** Contractor shall perform its duties pursuant to this Agreement 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 the Moffat County Board of County Commissioners.

Contractor shall receive no additional reimbursements for expenses without prior approval from Moffat County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervisor 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 Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.

- A. It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the County.
 - B. Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, State, Federal and Social Security taxes, unemployment taxes, workers' compensation and self-employment taxes. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement. No Federal, State or Local Taxes of any kind shall be withheld or paid by the County.
 - C. Contractor is not entitled to unemployment insurance or workers' compensation benefits unless such are provided by the Contractor.
 - D. Contractor does not have the authority to act for the County, or to bind the County in any respect whatsoever, or to incur any debts or liabilities in the name or on behalf of the County.
 - E. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
 - F. Contractor represents that all personnel engaged in the work shall be fully qualified and properly licensed or certified to perform the Services, as may be required by local, state and federal law or regulation.
 - G. Contractor represents that it is engaged in providing similar services to clients other than the County and is not required to work exclusively for the County.
 - H. Contractor shall furnish all tools, labor, personnel and supplies at its own expense, in such quantities and of the proper quality to professionally and timely perform the Services. Contractor shall not use any employees of the County, Moffat County, its elected officials, agents, or any program administered or funded by the County to perform any of the Services.
5. **Quality of Performance:** Contractor shall be responsible to provide event in a safe manner.
6. **Compliance with Laws:** The Contractor shall comply, at its own expense, with all federal, state and local laws, ordinances, resolutions, codes and regulations which are applicable to the performance of the Services hereunder. Contractor shall obtain and pay for all permits and licenses that Contractor may be required to obtain for any and all of its operations in connection with the Service.

7. Contractor represents and warrants that in performing its obligations under the Agreement it is not and will not be infringing upon any property right, patent right, or other legal right of any person or entity; and, if any suit is brought or claim is made by anyone alleging that Contractor (or anyone in conjunction with the ownership or presentation of the performance by Contractor) is infringing upon or violating any property right, patent right or other legal right by performing the services contemplated herein, then Contractor will indemnify, defend and hold harmless County against and from any and all loss, claim, damage, cost, attorneys' fees or other loss whatsoever.
8. Unless otherwise agreed by the parties in writing, Contractor shall provide all necessary equipment for the performance at Contractor's sole expense. County is not responsible for any equipment unless otherwise specifically provided for in this Agreement. Contractor shall be prepared to begin the performance precisely at the date and time set forth in this Agreement. Any required setup shall be completed by Contractor in advance of said date and time.
9. **No Assignment:** The work required of Contractor under this Agreement shall not be delegated to any other person or entity, and no right or obligation of this Agreement shall be assigned by either Party without express consent of the other Party.
10. **Damages:** Any damage to County's property, including equipment, which results from the acts or omissions of Contractor shall be the responsibility of Contractor and payment for any such damage shall be made by Contractor within thirty (30) days of written notification of the damage by County.
11. **Indemnification:** The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the services under this Contract. The Contractor agrees to indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control. Nothing in this agreement shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended.
12. **Insurance:** At all times during the term of this Agreement, Contractor shall maintain the following insurance in the minimum coverage limits specified:
Workers' Compensation & Employers' Liability and Unemployment Insurance:
in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

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

Comprehensive Automobile Liability, including all owned, non-owned and hired

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

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

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

13. **Non-Discrimination:** The **Contractor** shall comply with all applicable State and Federal laws, rules, regulations and Executive Orders of the Governor of Colorado involving non-discrimination on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, handicap or ancestry.
14. **Modifications:** This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing and executed by the County and the Contractor.
15. **Governing Law:** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Moffat County, Colorado.
16. **Severability:** Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.
17. **Notices:** Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

County's Representative:

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

Contractor:

Honeycutt Rodeo, Inc.
PO Box 59
Alamosa, CO 81101

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

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

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

21. Additional Provisions:

- **Moffat County Fair:**

- Will provide approximately 3 tons of hay for rodeo stock;
- Will provide approximately 1 ton of grain for rodeo stock;
- Will provide ambulance/EMT coverage for the Slack and Rodeo performances;
- Will provide \$1,000.00 added purse to each event: Bareback, Saddle Bronc, Bull Riding, Tie-Down Roping, Steer Wrestling, Team Roping, Barrel Racing and Breakaway Roping for a total of \$8,000.00;
- Will pay for judges fees and sanction fees as set by PRCA/WPRA.
- Will provide veterinary services for the Slack and Rodeo performances.

- **Honeycutt Rodeo will provide:**

- 1 PRCA Announcer;
- 1 PRCA Rodeo Secretary;
- 2 PRCA Timers;
- 2 PRCA Bullfighters;
- 2 PRCA Pickup men;
- 1 PRCA Specialty Act;
- 1 PRCA chute boss for riding event and timed event ends;
- PRCA Music director and sound for the rodeo performance;
- \$1,000,000 liability insurance for the rodeo and slack;
- Opening/Grand Entry to start the rodeo;
- Closing for the rodeo;
- PRCA good quality timed event cattle and pay the run money on the cattle;
- PRCA good quality bucking horses and bulls that are chute-broke and proven to buck and all other needed livestock;
- Arena crew;
- 1 Flankman
- 1 PRCA Rodeo Barrelman with Acts;
- All flanks, neck ropes, halters, barrier for timed event end, electric eye, flags (American and Colorado), shirts, scarves and chaps for pickup men, and quality, happy, friendly crew to work the rodeo.

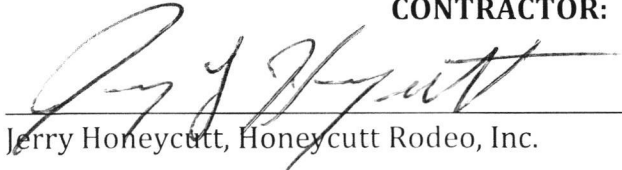
- Honeycutt Rodeo, Inc. will run the rodeo event in a safe manner and will supervise and manage everything to do with the rodeo at the Moffat County Fair on August 10, 2023 in accordance with PRCA/WPRA guidelines.

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

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

By: _____
Tony Bohrer, Chair

CONTRACTOR:

By: 
Jerry Honeycutt, Honeycutt Rodeo, Inc.

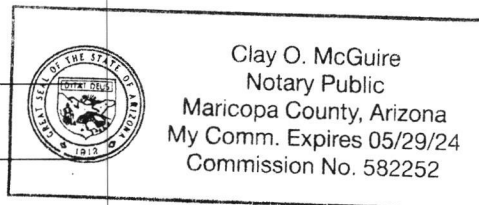
Jerry L. Honeycutt
(Printed Name)

ARIZONA
STATE OF ~~COLORADO~~)
MARICOPA) ss.
COUNTY OF ~~ALAMOSA~~

The foregoing instrument was acknowledged before me this 16th day of MARCH, 2023
by JERRY L. Honeycutt.

MY COMMISSION EXPIRES: MAY 29, 2024

Notary Public



567 E. Palen St. Litchfield Park, AZ 85340
Address of Notary Public

Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.

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

performance by Contractor) is infringing upon or violating any property right, patent right or other legal rights by performing the services contemplated herein, then Contractor will indemnify, defend and hold harmless County against and from any and all loss, claim, damage, cost, attorneys' fees or other loss whatsoever.

8. Unless otherwise agreed by the parties in writing, Contractor shall provide all necessary equipment for the performance at Contractor's sole expense. County is not responsible for any equipment unless otherwise specifically provided for in this Agreement. Contractor shall be prepared to begin the performance precisely at the date and time set forth in this Agreement. Any required setup shall be completed by Contractor in advance of said date and time.
9. **No Assignment:** The work required of Contractor under this Agreement shall not be delegated to any other person or entity, and no right or obligation of this Agreement shall be assigned by either Party without the express consent of the other Party.
10. **Damages:** Any damage to County's property, including equipment, which results from the acts or omissions of Contractor shall be the responsibility of Contractor and payment for any such damage shall be made by Contractor within thirty (30) days of written notification of the damage by County.
11. **Indemnification:** The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the services under this Contract. The Contractor agrees to indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control. Nothing in this agreement shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended.
12. **Insurance:** At all times during the term of this Agreement, Contractor shall maintain the following insurance in the minimum coverage limits specified:
 - Workers' Compensation & Employers' Liability and Unemployment Insurance: in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;
 - Comprehensive General Liability, including broad form property damage: \$1,000,000.00 per person and \$1,000,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.
 - Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$1,000,000.00 per person and \$1,000,000.00, per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater;

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

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

- 13. Non-Discrimination:** The **Contractor** shall comply with all applicable State and Federal laws, rules, regulations and Executive Orders of the Governor of Colorado involving non-discrimination on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, handicap or ancestry.
- 14. Modifications:** This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in a writing and executed by the County and the Contractor.
- 15. Governing Law:** The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. The parties agree that venue and jurisdiction for disputes regarding the performance of this contract is with the District Court of Moffat County, Colorado.
- 16. Severability:** Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.
- 17. Notices:** Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested by United States mail, to the following:

County's Representative:

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

Contractor:

OA Promotions, LLC
7108 Niehenke Ave.
Billings, MT 59101

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

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

20. Force Majeure: OA Promotions LLC will still be paid in full in the case of cancellation of the event due to contingencies beyond its reasonable control, including but not limited to weather, strikes, riots, war and acts of God or Moffat County Fair canceling the show. If the show is canceled, that decision will be made by OA Promotions LLC and Moffat County Fair at show time.

21. Additional Provisions:

- **Moffat County Fair will provide:**

- Moffat County Fair will provide space for event – 280 ft. in length and 50 ft. in width and a location for the merchandise trailer (35 ft. x 10 ft.)
- Moffat County Fair will provide a forklift or loader for course construction & maintenance (during the day of course construction and the show).
- Moffat County Fair will provide an Ambulance for the event (1/2 hour prior to show time and staying the duration of the show).
- Moffat County Fair will provide lodging for OA Promotions, LLC staff and riders – 6 rooms for two nights stay – August 10 & 11, 2023.
- Moffat County Fair will be responsible for sound and wireless microphone and DJ.

- **OA Promotions, LLC:**

- Will be responsible for booking riders and having them available for radio, press, and TV interviews & autograph sessions.
- Will provide 5 – 6 freestyle dirt bike riders and 1 X Games snowmobile rider
- Will provide 2 super kicker ramps, and 2 mobile landings.
- Will provide 1 freestyle show including backflips from bikes and snowmobile.
- Will coordinate course design and construction.
- Will provide an announcer for the show.
- Will be responsible for all travel expenses.
- OA Promotions, LLC will run this event in a safe manner and will supervise and manage everything to do with this event at the Moffat County Fair on August 11, 2023.

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

By: _____
Tony Bohrer, Chair

CONTRACTOR:

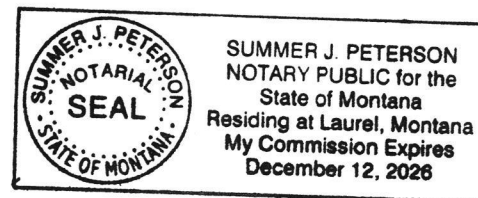
By: [Signature]
OA Promotions, LLC (Tyler Johnson)

Tyler Johnson
(Printed Name)

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

The foregoing instrument was acknowledged before me this 3 day of May, 20 23
by Tyler Johnson.

MY COMMISSION EXPIRES: 12-12-2026
Summer J Peterson
Notary Public



210 Cedar Ave Laurel MT 59044
Address of Notary Public

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**DUNKER MARK R DUNKER TAMMY A
dba MASSADONA TAVERN & STEAK HOUSE CAFE
22926 E HIGHWAY 40
Dinosaur CO 81610-9706**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 09-82424-0000	License Expires at Midnight May 19, 2024
License Type TAVERN (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 5/18/2023 MH

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

THIS LICENSE EXPIRES

May 19, 2024

License Fee \$175.00

License NO. TAV23-01

STATE OF COLORADO COUNTY OF MOFFAT

BY AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS

Tavern Liquor License Malt, Vinous, and Spirituous Liquor

This is to certify that, **MASSADONA TAVERN & STEAK HOUSE CAFÉ/Mark & Tammy Dunker** of the State of Colorado, having applied for a license to sell MALT, VINOUS, AND SPIRITUOUS BEVERAGES by the drink and having paid the Treasurer the sum of One Hundred Seventy-five dollars (\$175.00). Therefore, the above applicant is hereby licensed to sell MALT, VINOUS AND SPIRITUOUS beverages for consumption on premises containing more than 3.2% of Alcohol by weight, at 22927 Hwy 40 in the County of Moffat, Colorado for one year, from the

19th day of May, 2023 to the 19th day of May, 2024, unless this license be sooner revoked as provided by law.

This license is issued subject to the Laws of the State of Colorado, and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended.

IN TESTIMONY WHEREOF, The Board of County Commissioners has hereunto subscribed its name by its officers duly authorized, this 23rd day of May, 2023.

ATTEST

**Board of Moffat County Commissioners
Moffat County, Colorado**

Clerk and Recorder

BY _____
Chairman – B.O.C.C.

MONTHLY REPORT OF MOFFAT COUNTY TREASURER
APRIL 01, 2023 THRU APRIL 01, 2023

FUND	BEGINNING BALANCE	REVENUES----- CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	DISBURSEMENTS----- CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	ENDING BALANCE
GENERAL FUND	25,831,161.38	1,839,736.48	456,803.20	78.17		1,694.41			-948,601.03	27,180,872.61
ROAD & BRIDGE FUND	11,487,205.70		386,255.77		65,373.58	8,332.60			-558,643.81	11,388,523.84
DEPARTMENT OF HUMAN SERVICES	1,387,306.96	104,645.16	124,108.62	4.52					-176,800.65	1,439,264.61
ACET	272,005.16		59.60							272,064.76
MOFFAT COUNTY LOC MKRT DIST	758,690.02		9,904.81						-14,000.00	754,594.83
CONSERVATION TRUST FUND	190,253.74		455.03							190,708.77
MOFFAT COUNTY PUBLIC HEALTH	754,366.29	36,438.95	73,521.07	1.61					-31,613.79	832,714.13
LANDFILL	1,550,794.89		57,803.62						-61,815.56	1,546,782.95
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	967,756.63		118,623.94			683,883.50			-881,926.51	888,337.56
COUNTY HEALTH & WELFARE	3,494,053.01		373,362.96						-266,242.40	3,601,173.57
MEMORIAL REGIONAL HEALTH	150,763.95	280,299.55		12.12			-150,763.95			280,311.67
WARRANT FUND - COUNTY	637,850.01					2,594,668.10	-2,487,371.36			745,146.75
SHADOW MTN LOCAL IMPROVE DIST	195,144.77		2,069.58						-39.00	197,175.35
AIRPORT FUND	396,277.29		1,156.97						-155,621.23	241,813.03
PUBLIC LIBRARY	543,062.62		2,288.16						-26,879.43	518,471.35
COLO NORTHWEST COMM COLLEGE	159,516.63	283,034.98		12.13	8,173.91		-159,516.63			291,221.02
M C SCHOOLS RE#1 - GENERAL	337,152.41	2,635,394.27		104.97	93,407.60		-337,152.41			2,728,906.84
CAPITAL PROJECTS FUND	6,227,057.57		93,839.17						-75,384.07	6,245,512.67
PUBLIC SAFETY CENTER - CAP PROJ	538.97		.71							539.68
NC TELECOM ESCROW ACCOUNT	255,613.60		611.35							256,224.95
SUNSET #1 SECURITY DEPOSIT	15,132.59		611.00							15,743.59
SUNSET MEADOWS #1	690,912.35		38,013.25						-28,741.28	700,184.32
SUNSET MEADOWS #2	242,727.92		36,084.53						-56,199.71	222,612.74
SENIOR CITIZENS CENTER - 15	212,184.33		4,721.48						-18,417.60	198,488.21
SUNSET #2 SECURITY DEPOSIT	16,424.20									16,424.20
COURTHOUSE LEASE PURCHASE FUND	0.00					28,398.00			-28,398.00	0.00
SCHOOLS RE#1 - BOND	321,176.28	598,998.25		22.81			-321,176.28			599,021.06
CITY OF CRAIG	205,996.31	349,441.68			8,565.71	7,744.19	-205,996.31			365,751.58
TOWN OF DINOSAUR	5,119.79	6,427.26			173.92	237.77	-5,119.79			6,838.95
CAPITAL FUND - CITY OF CRAIG	24,240.55	39,775.08			1,007.97		-24,240.55			40,783.05
ARTESIA FIRE PROTECTION DISTRICT	4,385.16	6,461.55		2.06	213.99		-4,385.16			6,677.60
CRAIG RURAL FIRE PROTECTION DIST	72,610.41	119,724.50			6,365.57		-72,610.41			126,090.07
MAYBELL IRRIGATION	7,796.31	3,951.58			132.67					11,880.56
MAYBELL SANITATION	136,581.77		4,566.66						-1,299.54	139,848.89
COLO. RIVER WATER CONSERVATION	25,627.03	47,250.33		1.21	1,364.59		-25,627.03			48,616.13
YELLOW JACKET CONSERVANCY DIST.	2,726.25	602.04		.34	44.20		-2,726.25			646.58
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	1,963.84	1,636.80					-1,963.84			1,636.80
MOFFAT COUNTY TOURISM -LODGING 19	167,126.79		399.72						-6,695.06	160,831.45
INTERNAL SER FUND-CENTRAL-DUP	95,566.11		687.45						-569.42	95,684.14
JUNIPER WATER CONSERVANCY DIST.	38,047.95		40.55							38,088.50
HIGH SAVERY WATER DISTRICT	5,292.00		2,304.00				-5,292.00			2,304.00
UPPER YAMPA WATER CONSERVANCY	5,104.08	4,843.08			1,975.12		-5,104.08			6,818.20
911 FUND	607,384.67		19,160.20						-1,563.15	624,981.72
ADVANCE TAXES - REAL ESTATE	120.13									120.13
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	447,879.85		330,665.23				-417,089.25			361,455.83
CHECK CHANGE ACCOUNT	0.00		3,731.10				-3,731.10			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		18,387.60				-18,167.04			220.56
PAYROLL EFT TAX PAYMENTS	0.00		303,252.04				-303,252.04			0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00		19,283.76							19,283.76
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		186,798.83				-186,798.83			0.00
COUNTY SALES & LEASES	0.00		618.45							618.45
MOTOR VEHICLE REGIST.	13,283.33		5,871.34						-13,283.33	5,871.34
2018 TREASURERS TAX DEED	4,176.44						-72.00			4,104.44
2017 TREASURERS TAX DEED	114.38									114.38
2010 TREASURER'S TAX DEED	4,197.91									4,197.91
GRAND TOTALS	59,188,470.33	6,358,661.54	2,676,061.75	239.94	186,798.83	3,324,958.57	-4,738,156.31	0.00	-3,352,734.57	63,644,300.08

I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 28th day of April 2023.

Robert Razzano, Moffat County Treasurer



COLORADO

Department of Early Childhood

MEMORANDUM OF UNDERSTANDING

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

This Memorandum of Understanding (MOU) is made on this 1st day of January 2023 between the State of Colorado Department of Early Childhood (CDEC) and the Board of the County Commissioners or other elected governing body of Moffat County (the “County”).

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

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

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

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

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

1. MOU MEETS PERFORMANCE CONTRACT REQUIREMENT

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

2. TERM

The term of this MOU will be from January 1, 2023, through June 30, 2025. This MOU shall be reaffirmed annually through an amendment that shall be signed by all applicable parties.

3. REQUIRED DUTIES OF THE COUNTY

- a. The County will administer and implement the Child Care Assistance Program using fair and objective criteria, and in compliance with Federal law, State Statute, and applicable program regulations in 9 CCR 2503-8, 8 CCR 1403-1, 9 CCR 2501-1, and 11 CCR 2508-1.

- b. The County will not restrict eligibility or the provisions of services, nor will it impose penalties that are inconsistent with State Statute or Federal law and applicable program regulations, including the process and penalties outlined in 9 CCR 2503-8, and 8 CCR 1403-1.
- c. The County will maintain sufficient records and will permit CDEC or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDEC as specified in CRS §§ 6-17-100 and CRS §§ 26.5-4-118. The County must also continue to report to CDEC in accordance with the Code of Federal Regulations (CFR), title 45 of the Public Welfare Code, parts 98 AND 99, and State regulations, to include 9 CCR 2503-8, 8 CCR 1403-1 8 CCR 1403-1, 9 CCR 2501-1, and 11 CCR 2508-1, or any other applicable regulation promulgated by CDEC and must report to CDEC in the future, as required by law. In addition, counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.
- d. As specified by Program regulations and State statutes, counties shall have flexibility in determining the approaches needed to achieve federal and state requirements and to utilize allowable local level policies to manage their budget within their CCCAP Allocation. The County agrees to provide CDEC with its adopted policies and any updated written information when, or if, changes to these policies are made in the Program. The County agrees to provide the information and policies as outlined in 8 CCR 1403-1 to CDEC prior to adopting the aforementioned policies and to update their Child Care Program County Plan when changes impact the administration of the Program.
- e. In addition to what is required by statute or rule, the parties agree that information and policies provided by the County to CDEC, as described in paragraph (d) herein, are for informational purposes and are provided to assist CDEC in meeting its responsibilities, with respect to the Child Care Program. Nothing in this MOU gives CDEC the authority to require any county policies beyond what is required by statute, Program regulations, or the Child Care Program County Plan. The County acknowledges that CDEC has the right to review, comment upon, approve, or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.
- f. The County will utilize the technical assistance, training, and reporting or tracking resources offered by CDEC in order to administer the Program and will meet performance measures of timeliness and accuracy.
- g. The County will meet timely processing requirements as outlined in 8 CCR 1403-1. Timeliness requirements are measured from the date the county receives an application or re-determination.
- h. The County will meet established accuracy requirements that ensure compliance with Code of Federal Regulations (CFR), title 45 of the Public Welfare Code, part 98, subpart K - Error Reporting and the Federal Child Care Improper Payment Data Collection Instructions (DCI).

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

4. DUTIES OF CDEC

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

CDEC acknowledges that liability to third parties resulting from erroneous, inaccurate, or inadequate State Child Care Automated Tracking System notices to Child Care Program households, is properly the State's liability. CDEC will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph c as a State Child Care Automated Tracking System caused error. This provision does not apply to any errors, claims, or issues caused by the County's inaccurate data entry in the system, the County's failure to follow clear, reasonable, and lawful instruction, or failure to follow applicable program regulations in 9 CCR 2503-8, 8 CCR 1403-1, 9 CCR 2503-8 or any other applicable regulation promulgated by CDEC. This provision does apply to the State Child Care Automated Tracking System training and data entry rules and/or any rules that are part of the State Child Care Automated Tracking System rule engine.

- e. CDEC will consider county recommendations and feedback provided to the Rules Advisory Committee (RAC) and/or RAC County Subcommittee related to proposed policies or proposed rule changes that may impact performance measures and help meet federal guidelines.
- f. CDEC will formally communicate in writing the established Performance Measures by outlining the requirements for timeliness and accuracy via a Program memo.
- g. CDEC will use valid data from the State Child Care Automated Tracking System and other sources, as necessary, to accurately calculate the County's performance measures. Prior to submitting its calculation to the federal government, CDEC will provide the County with the individual data variables and supporting information used in the calculations, so that the County may review the data to ensure the accuracy, validity, and proper calculation of the accuracy rates.
- h. CDEC will provide counties with reports that summarize the results of the Quality Assurance

reviews on a monthly basis

- i. CDEC will develop and provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program and to meet performance measures. A CDEC technical issue that cannot be resolved within 48 hours will be factored into a County's timeliness rate as a mitigating factor during the time that the issue is unresolved.
- j. CDEC will develop and provide online, on-demand, or one on one training for Program staff.
- k. CDEC will provide reports on County performance monthly.
- l. The amount identified for a county's level of spending, as required by section 26.5-4-110(6) C.R.S., shall be identified annually in the Allocation Agency Letter.
- m. CDEC will ensure that requests for CHATS Pilot/LMS or CHATS access for County CCCAP staff are processed within two (2) business days of the request.
- n. CDEC will ensure, via agreement with LCO's, that Counties are only responsible for CCCAP timeliness once the application is received by the county.

5. JOINT CDEC AND COUNTY DUTIES

- a. CDEC and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to timeliness and accuracy as described in Section 3.
- b. As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federal and state performance requirements.
- c. The State and the Counties will work together to ensure that the information entered and reported in the State Child Care Automated Tracking System and the Colorado Benefits Management System (for the purposes of data matching and Colorado Works Child Care cases) are as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the applicable state systems.

6. REMEDIATION PLANS

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

regulation;

- iv. Failing to meet timely processing requirements or Child Care Program federal improper payment error rate guidelines, in accordance with the federal fiscal year and as described in section 3.

7. PENALTIES

- a. According to CRS §§ 26.5-4-115, a county or group of counties may be penalized for not meeting any obligation under this performance contract and may include a reduction in a future county block grant allocation.
- b. Subject to the limitations set forth herein, if CDEC is subject to a federal penalty, and the County's remediation plan was insufficient, CDEC may impose penalties on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:
 - i. Spending federal or state Child Care Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
 - ii. Failing to meet the negotiated performance measures;
 - iii. Restricting eligibility or the provision of services, or imposing penalties in a manner inconsistent with a federally compliant state law and state plan, and applicable program regulation.
 - iv. Failing to meet timely processing and accuracy requirements as described in section 3.
- c. A penalty will not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.
- d. The county will not be penalized or required to follow a remediation plan if:
 - i. The County can demonstrate by a preponderance of evidence that CDEC provided inaccurate guidance, training, or data with regards to performance under this MOU; and,
 - ii. That the County's reliance on this information is the proximate cause for the imposed penalties. If the County can only demonstrate that it is the proximate cause for part of the penalty, the County will not be liable for that portion of the penalty.
 - iii. The CDEC fails to provide monthly timeliness reports to the County

8. PROCEDURES FOR IMPOSING A REMEDIATION PLAN OR PENALTIES

- a. The process for a penalty or remediation plan against the County or group of Counties by CDEC will be as follows:
 - i. CDEC will provide the County with written notice of the County's failure to meet any performance measure outlined in this MOU. This notification will include all associated documentation that supports CDEC's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged

performance problem.

- ii. If the County's remediation plan does not rectify the performance problem, CDEC may determine the appropriate level of penalty. CDEC shall take into consideration as a mitigating factor any alleged violation of a state regulation, if that regulation exceeds or conflicts with the requirements of the federal law. CDEC will provide the County one hundred eighty (180) days written notice of the proposed penalty before imposing any penalty. This notification will include the rationale of imposing the penalty, as well as all associated documentation, a calculation of the proposed penalty, and an indication of what constitutes a remedy or correction that will allow the County to avert the penalty, if any remedy or correction is possible. Upon receiving such notice, the County has ninety (90) days to contest, explain or offer evidence of mitigating factors, before CDEC imposes the penalty.
- iii. If a penalty is imposed by the Federal Government as a result of a county's actions, CDEC will impose a penalty against that county proportionate to the county's responsibility which cannot be greater than that imposed by the Federal Government. If CDEC has incurred a penalty due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be penalized for its share of the penalty.
- b. CDEC will provide the County with all documents received from the federal government related to any proposed or imposed federal penalty within twenty (20) days of receipt, together with all CDEC documents related to the actions giving rise to that federal penalty, or that related to the penalty process or how the County's share of the penalty was determined. If CDEC fails to provide the required documentation within the twenty (20) days, CDEC may not hold the County liable for that penalty.

9. CIRCUMSTANCES FOR CDEC ASSUMING ADMINISTRATION

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

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

- b. If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion may ask CDEC to assume the County's administration and implementation of the Child Care Program.
- c. If CDEC assumes the County's administration and implementation of the Child Care Program, it may retain the unused portion of the allocation that was provided to the County, as part of the County's block grant for its administration and implementation of the Program, in accordance with the formulas described in CRS §§ 26.5-4-110. CDEC will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS §§ 26.5-4-114.
- d. CDEC has no authority to require counties to pay MOE (Maintenance of Effort) for any program other than CCCAP.

10. DISCRETIONARY MATTERS

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

11. SEVERABILITY

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

12. INTEGRATION OF UNDERSTANDING

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

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

13. NO THIRD-PARTY BENEFICIARY

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

14. DISPUTE RESOLUTION

According to CRS §§ 26.5-4-115, if a disagreement concerning this performance contract arises between the County or group of Counties and the CDEC, either party may request resolution of the disagreement through an independent dispute resolution process that is agreed upon by the parties. If necessary to assure services are available within the County or group of counties, the Department may enter into a temporary agreement with the County or group of Counties or with another public or private agent until the disagreement is resolved.

DEPARTMENT DIRECTOR,

STATE OF COLORADO DEPARTMENT OF EARLY CHILDHOOD

Executive Director or Designee

COUNTY OF _____ COLORADO,

by and through the BOARD OF COUNTY COMMISSIONERS

Chairman

ATTEST:

County Clerk to the Board

Date: _____

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

1. THIS CONTRACT, made this 26th day of April, 2023, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Kaleidoscope Therapy Services, LLC** **1496 S Brentwood, Lakewood CO 80232**, hereinafter called "Contractor."
2. This Contract will be effective from **June 1, 2023 until May 31, 2024**, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **SAFE Home Studies** of potential foster/adoptive home applicant(s), including ICPC requests and yearly recertification as requested by MCDHS. With approval from the State of Colorado until March 1, 2024, the first and third interviews can be conducted virtually. The Questionnaire #2 must be conducted in person at the applicant's home and will include an inspection of the applicants home. This service is described in Staff Manual Volume 7, Section 7.500.2, and approved Child Welfare Services which are incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at following rates:
 - a. SAFE Home Study at \$1,900.00 per home study as outlined in section 3 and 8.

The amount to be expended pursuant to this Agreement shall not exceed **TEN THOUSAND DOLLARS AND NO/100 CENTS** \$10,000. The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

5. Contractor shall perform its duties pursuant to this Contract as independent contractor and not as an employee. Contractor affirms that it has or will secure as its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

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

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

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County's monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraph 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 8 (e) and (f).
7. County agrees:
 - a. To determine child eligibility.
 - b. To provide Contractor with authorization regarding eligibility for a child or a family as the basis for services to be purchased.
 - c. To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
 - d. To monitor the provision of contracted service.
 - e. To pay Contractor after timely receipt of billing statements according to Paragraph 9 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two (2) months prior.
 - f. Provide necessary documentation needed to determine eligibility such as the application, background checks, driver's licenses, etc.
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 services to be purchased, and/or to meet applicable State Department of Human Services qualifications requirements.
 - d. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
 - e. To provide the service described herein at cost not greater than that charged to other persons in the same community.
 - f. To submit a billing statement by the 5th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
 - g. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and law of the United States and State of Colorado.
 - h. To provide County with a complete written SAFE Home Study Report:
 - i. Within sixty (60) days of written request.
 - ii. Includes SAFE Questionnaire 1 & 2, Compatibility Inventory, Reference Letters, Home Inspection, and final evaluation including recommendations of approval or denial.
 - iii. Any documentation collected from the applicant(s) during the interview process such as pet vaccinations, driver's license, etc.
 - iv. The SAFE Home Study is subject to County approval.

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

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

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

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

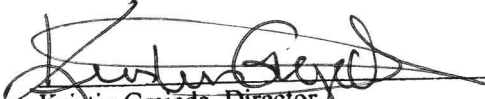
All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the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

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

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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

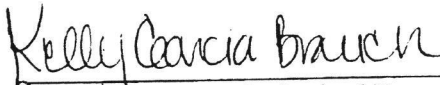
5/17/23
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Tony Bohrer, Chairperson

Date

CONTRACTOR



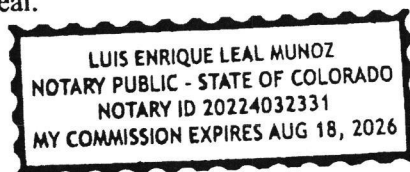
Director, Authorized Representative
Kaleidoscope Therapy Services (Business Name)

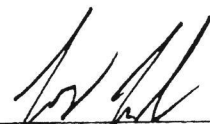
5/5/23
Date

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

Subscribed and affirmed to before me this 5th day of May, ~~2022~~ 2023, by
Kelly A. Garcia-Brauch, Independent Contractor.

Witness my hand and seal.





Notary Public

CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing		Original Contract Number 2021CMIP040	
Contractor Moffat County		Amendment Contract Number 2021CMIP040A2	
Current Contract Maximum Amount		Contract Performance Beginning Date July 1, 2020	
Initial Term		Current Contract Expiration Date June 30, 2023	
State Fiscal Year 2021	\$19,564.40		
Extension Terms			
State Fiscal Year 2022	\$19,564.40		
State Fiscal Year 2023	\$25,811.74		
Total for All State Fiscal Years		\$64,940.54	

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Moffat County By: _____ Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing By: _____ Date: _____
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Amendment Effective Date: _____</p>	

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract or June 30, 2023.

4. PURPOSE

The purpose of this Amendment is to create and revise performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities. This Amendment includes one new Performance Incentive and the removal of two other Performance Incentives.

5. MODIFICATIONS

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

- A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. Exhibit A, STATEMENT OF WORK, is hereby deleted in its entirety and replaced with Exhibit A-1, STATEMENT OF WORK, attached below. All references to Exhibit A shall now reference Exhibit A-1.

D. Exhibit B, RATES, is hereby deleted in its entirety and replaced with Exhibit B-1, RATES, attached below. All references to Exhibit B shall now reference Exhibit B-1.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

EXHIBIT A-1, STATEMENT OF WORK

1. TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
 - 1.1.1. Applicant - An individual for whom the Contractor is performing a Determination.
 - 1.1.2. Average Speed to Answer (ASA) – A key Call Center metric measuring the average amount of time it takes to answer a phone call from a customer, from the point of call connection to being connected to a live agent, including the time waiting in queue. ASA does not include calls that can be answered through automated means and do not require a live agent.
 - 1.1.3. Benchmark - degrees of performance between undesired current performance and target performance (example: current timeliness 90%, benchmark for next month = 93% until we reach 95%)
 - 1.1.4. Business Day - any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day which the State observes one of the holidays listed in C.R.S. §24-11-101(1).
 - 1.1.5. Call Center - A Call Center is defined as having one dedicated line for contacting the Contractor; when members and individuals call in, they are automatically assigned to the next available Contractor agent. This dedicated line should also have technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls. Call Centers can be as small as 2 Contractor staff and as large as 100 or more Contractor staff answering calls.
 - 1.1.6. Child Health Plan *Plus* (CHP+) - public low-cost health insurance for certain children and pregnant women.
 - 1.1.7. Compliance - these measures are tied to contracts or to ensure Colorado does not fall below expected federal or state standards.
 - 1.1.8. COGNOS/Decision Support System 01 (DSS01) - the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).
 - 1.1.9. Colorado Benefits Management System (CBMS) - the State's eligibility determination system.
 - 1.1.10. Colorado interChange (interChange) - the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.
 - 1.1.11. Corrective Action Plan (CAP) - A formal plan implemented with Department technical assistance to address non-compliance and/or performance as defined in 10 CCR 2505-5 1.020.11.
 - 1.1.12. County Administration website - the Department's public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).
 - 1.1.13. County Financial Management System (CFMS) - the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's

- Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
- 1.1.14. County Incentives Program - program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
 - 1.1.15. Determination - The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.
 - 1.1.16. Disenroll or Disenrollment - The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
 - 1.1.17. Eligibility Quality Assurance (EQA) Program - EQA conducts monthly case reviews to monitor the accuracy and timeliness of eligibility determinations for Medical Assistance made by the Contractor, with cases pulled monthly for quality review. Results of the EQA reviews are displayed on the MAP Accuracy Dashboard.
 - 1.1.18. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program (<https://hcpf.colorado.gov/memo-series>).
 - 1.1.19. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.
 - 1.1.20. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
 - 1.1.21. Improvement Action Plan (IAP) - An informal plan implemented with technical assistance to address non-compliance and/or performance that may lead to noncompliance.
 - 1.1.22. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.
 - 1.1.23. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by the Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.
 - 1.1.24. MCC – Health First Colorado Member Contact Center
 - 1.1.25. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.
 - 1.1.26. Medical Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and benchmarks and the county's actual performance. The MAP Dashboards highlights each county's performance and quality.
 - 1.1.27. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.

- 1.1.28. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.29. PuMP - Performance Measurement Process developed by Stacey Barr.
- 1.1.30. Reporting Period - The period of time for each performance standard used to measure whether the Contractor is meeting the requirements of each specific Performance Incentive Standard, including performance targets and/or deliverables.
 - 1.1.30.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
 - 1.1.30.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.31. Redetermination - A Determination as defined under 10 C.C.R. 2505-8.100.3.P.
- 1.1.32. State Fiscal Year (SFY) - The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.
- 1.1.33. Status Report - a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.34. Tableau – is an interactive data visualization software focused on business intelligence; provides a graphic representation of essential information regarding performance measures, targets and benchmarks and the county's actual performance.
- 1.1.35. Timely Determination - Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.36. Timely Disenrollment - Processing a change in a member's circumstance and making a determination within fifteen (15) calendar days.
- 1.1.37. Timely Redetermination - Any Redetermination that is completed by the last day of the month prior to the month in which the member's new annual enrollment period begins.
- 1.1.38. Target - Degree of performance we are aiming to achieve (i.e. 95% Timeliness)
- 1.1.39. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.40. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member's new annual enrollment period begins. This is based on the CBMS RRR Due Date.
- 1.1.41. Voice of the Customer - Voice of the Customer (VoC) is a series of different methods that is used to collect customer feedback. A VoC program can help the Contractor capture how customers feel about the experience of accessing services at the Contractor, and can produce insights that can help the Contractor create a stronger customer experience.

2. COUNTY DETERMINATIONS

- 2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor's county, required under C.R.S. §25.5-1-101 *et seq.* The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

3.1. Systems Utilized to Determine Compliance

- 3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor's county, the Department will utilize the COGNOS/DSS01 and MAP Dashboard systems to pull data tracking and reports that track the Contractor's compliance with certain Performance Incentive Standards. This data will be visualized on each county's MAP Dashboards.
- 3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor's county, the Department may utilize data from the Colorado interChange system.
- 3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.
- 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.
- 3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.

3.2. Communications Utilized to Determine Compliance

- 3.2.1. To fulfill the requirements in Exhibit A Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.
- 3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.
- 3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

4. PERFORMANCE INCENTIVES STANDARD PROGRAM

- 4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.
- 4.2. Accuracy Performance Incentive Standard
 - 4.2.1. The Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors that do not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.

4.2.1.1. Accuracy Targets

4.2.1.1.1. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.

4.2.1.1.1.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).

4.2.1.1.2. The Errors that do not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility.

4.2.1.1.2.1. The Errors that do not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, redeterminations, and case changes).

4.2.1.2. HCPF Eligibility Quality Assurance Program and Medical Assistance Performance (MAP) Accuracy Dashboard

4.2.1.2.1. The Contractor shall comply with the HCPF Eligibility Quality Assurance Program, per 10 CCR 2505-5 1.020.10.2 and HCPF Operational Memo (OM) 21-057, or whichever later Operational Memo supersedes OM 21-057, which specifies the Contractor's role in the state quality assurance (QA) case review process.

4.2.1.2.1.1. The QA case reviews occur monthly.

4.2.1.2.1.2. The QA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor.

4.2.1.2.1.3. The Contractor must respond to documentation requests and error findings within ten (10) business days of the request to ensure QA case reviews are completed timely.

4.2.1.2.1.4. The Contractor must respond to the Department's QA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) business days.

4.2.1.2.1.5. If additional or revised guidance on the state quality assurance case review process is issued, then the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.

4.2.1.2.2. The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings on a monthly basis and sends the results to the County Directors and County Commissioners.

4.2.1.3. Setting Accuracy Targets and Benchmarks

4.2.1.3.1. The Department shall use the most recent twelve (12) months of cumulative data on the MAP Accuracy Dashboard, to set the Second Reporting Period targets and quarterly benchmarks. The Department shall communicate through HCPF Memo Series the targets and benchmarks the Contractor is required to meet at the conclusion of the Second Reporting Period to earn the Accuracy Performance Incentive payment.

4.2.1.4. Determining Compliance with the Accuracy Performance Incentives Standards

4.2.1.4.1. The MAP Accuracy Dashboard will be available monthly to the Contractor to determine the Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department will utilize the most recent twelve (12) months of cumulative data MAP Accuracy Dashboard, to determine whether the Contractor met or exceeded the specified Accuracy target.

4.2.1.4.2. The Department will take the Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor's Accuracy targets at the end of the fiscal year to determine if the Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has one (1) decimal place and will not be rounded.

4.2.1.5. Review Sample Size Exemptions

4.2.1.5.1. If the Contractor has a review sample size, as defined in section 4.2.1.5.2, performed by HCPF EQA, the Contractor may be eligible for the Review Sample Size Exemption.

4.2.1.5.2. Definition of Review Sample Size

4.2.1.5.2.1. The Contractor with twenty (20) or fewer quality assurance case reviews per fiscal year would qualify for a Review Sample Size Exemption. The Contractor with a review sample size that does not meet one or both of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption:

- i. Inaccurate Eligibility Rate and/or,
- ii. Errors that do not impact Eligibility.

4.2.1.5.3. Determining Targets percentage (%) for Potential Review Sample Size Exemptions

4.2.1.5.3.1. The Department shall have two tier target percentages for the Accuracy Targets:

4.2.1.5.3.1.1. Tier 1 target percentage (%): The Contractor with twenty (20) or more quality assurance case reviews.

4.2.1.5.3.1.2. Tier 2 target percentage (%): The Contractor with fewer than twenty (20) quality assurance case reviews.

4.2.1.5.3.2. The Department shall set the two-tier targets percentage based on the most recent twelve (12) months of cumulative data for the Accuracy Incentive.

4.2.1.5.3.2.1. The finalized targets percentage will be communicated through the HCPF Memo Series.

4.2.1.5.4. Review Sample Size Exemption Process

4.2.1.5.4.1. The Department shall follow Exhibit D for the Review Sample Size Exemption Process.

4.2.1.5.4.2. Definition of Similar Error(s)

4.2.1.5.4.2.1. The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF EQA provides the Contractor with those errors caused by the Contractor that impact accuracy rates. This allows the Contractor to

address the root cause of errors to prevent similar errors going forward. If errors are not addressed by the Contractor and they repeat in future months, the errors will be considered similar errors.

- 4.2.1.5.4.3. If the Contractor meets only one target with less than twenty (20) reviews, the Review Sample Size Exemption Process will be applied only to the one target not met by the Contractor.
- 4.2.1.5.4.4. The Contractor that does not meet both targets with less than twenty (20) reviews, exemption will be applied to both targets.
- 4.2.1.5.5. Notification of Review Sample Size Exemption
 - 4.2.1.5.5.1. If the Contractor does not meet the Accuracy Incentive Targets per section 4.2.1.5.3, they will be notified through the Status Report of the Second Reporting Period.
 - 4.2.1.5.5.2. The Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.5.4 will be notified through the Status Report.
 - 4.2.1.5.5.2.1. If the Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from the Contractor based on their MAP Accuracy Dashboard and may request additional documentation as specified in section 4.2.1.5.6.
 - 4.2.1.5.5.2.2. The Contractor shall submit any additional documentation requested for the exemption process to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountryRelations>) or email HCPFCountryRelations@state.co.us within ten (10) business days from the day of notification.
- 4.2.1.5.6. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment
 - 4.2.1.5.6.1. The Contractor shall earn the entire Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.1.1 and 4.2.1.1.2 are met after eligible exemption(s) are applied. If only one target is met, 50% of the Accuracy Performance Incentive Payment will be earned. If both targets are not met, no Accuracy Performance Incentive Payment is earned.
- 4.2.2. BENCHMARKS: Individualized, Contractor-specific accuracy targets for Inaccurate Eligibility Determinations and Errors That Do Not impact Eligibility.
- 4.3. Performance Compliance Performance Incentive Standard
 - 4.3.1. The Contractor shall comply monthly with the Director-level MAP Dashboard measures. The performance measures include timeliness of applications/redeterminations, timeliness of long-term services and supports (LTSS) applications/redeterminations, timeliness of case changes, etc.
 - 4.3.1.1. The specific Director-level measures to be included in the Performance Compliance Performance Incentives Standard shall be communicated through HCPF Memo Series.
 - 4.3.1.1.1. The Department reserves the right to remove and/or add additional measures as it is appropriate.

- 4.3.1.1.1.1. If adding or revising MAP Dashboard measures, the Department shall apply the PuMP process and the Contractor shall have an opportunity to provide feedback.
- 4.3.1.1.2. Department Monitoring of MAP Dashboards
 - 4.3.1.1.2.1. The Department updates the MAP Dashboards monthly, which are accessible to the Contractor through the Department's MAP Dashboard SharePoint Page and Tableau; copies of these Dashboards are also emailed to Contractor leadership monthly.
 - 4.3.1.1.3. Contractor Monitoring of MAP Dashboards
 - 4.3.1.1.3.1. The Contractor must monitor the monthly published MAP Dashboards to ensure targets are met.
 - 4.3.1.1.3.2. The Contractor shall designate MAP Dashboard performance owners to access the MAP Dashboards and follow the Standard Operating Procedure (SOP) that is available on the Department SharePoint Page to ensure targets are met and to take action if necessary.
 - 4.3.1.1.3.3. The Contractor shall review and investigate the root causes for not achieving the target(s).
 - 4.3.1.1.3.4. If requested, the Contractor shall respond to the Department with the outcome of the investigation for not meeting the target based on the established MAP Dashboard process.
 - 4.3.1.1.3.5. The Contractor shall follow guidance regarding the MAP Dashboard process as issued through the MAP Dashboard SOP, trainings and HCPF Memo Series.
 - 4.3.1.1.4. Determining Compliance with Performance Compliance Performance Incentives Standard
 - 4.3.1.1.4.1. The Contractor will be deemed out of compliance for specific Director-level measures when the Contractor has not met the target(s) after a short- or long-run of performance.
 - 4.3.1.1.4.1.1. The Contractor shall refer the MAP Dashboard SOP and HCPF Memo Series for guidance on what constitutes a short- or long-run of performance.
 - 4.3.1.1.4.1.2. A Management Decision Letter (MDL), requiring the Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP), will be issued to the Contractor to address the short- or long-run of performance.
 - 4.3.1.1.4.1.2.1. The Contractor shall refer to HCPF OM 21-078 for guidance on MDLs, IAPs and CAPs.
 - 4.3.1.1.4.1.2.1.1. If additional guidance or clarification on MDLs, IAPs and CAPs is issued by the Department, the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.
 - 4.3.1.1.4.1.2.2. The issuance of the MDL on a specific Director-level measure signifies that measure as being out-of-compliance. A Management Decision Letter decreases the county's compliance percentage, thereby impacting the county's ability to earn the Performance Compliance Incentive. Only Director-level performance measures that the county did not receive an

MDL for any time throughout the fiscal year will be considered in-compliance.

4.3.1.1.4.1.2.2.1. The Contractor shall refer to HCPF OM 21-079 for guidance on calculation of target for the Performance Compliance Incentive. If additional or revised guidance is issued, then the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.

4.3.1.1.4.2. The Contractor may earn the Performance Compliance Performance Incentive Payment by ensuring that a certain number of Director-level measures maintain compliance with the performance targets and are not issued an MDL.

4.3.1.1.4.2.1. The specific number of Director-level measures that the Contractor must maintain compliance with shall be communicated through the HCPF Memo Series.

4.3.2. BENCHMARK: The Contractor shall maintain compliance with a certain percentage of Director-level measures out of the total number of Director-level measures reported on the MAP Dashboard.

4.4. Customer Service Performance Incentive Standard

4.4.1. The Contractor may earn one Customer Service Performance Incentive Payment at the end of the Second Reporting Period in which the Contractor submits the required deliverable(s) for both Reporting Periods relating to improving customer service through the monitoring of metrics and the development of improvement plans that demonstrate the Contractor is actively implementing the rule 10 CCR 2505-5 1.020.3.4, which requires the county director to implement administrative internal controls that ensure the Contractor provides timely, respectful and culturally-appropriate customer service to Medical Assistance applicants and members.

4.4.1.1. Contractor Customer Service Tier

4.4.1.2. The Department shall assign the Contractor to a Customer Service Tier by September 30, 2022. The Customer Service Tier determines which customer service metrics, benchmarks and deliverables the Contractor must meet and/or submit to earn a Customer Service Performance Incentive Payment.

4.4.1.2.1. Customer Service Tier Reclassification

4.4.1.2.1.1. The Department may, in consultation with the Contractor, amend its initial classification and reclassify the Contractor to a different Customer Service Tier.

4.4.1.2.1.2. Any reclassification approved by the Department, in consultation with the Contractor, shall take effect the following Reporting Period.

4.4.1.2.1.3. Only Contractor reclassifications from Tier 2 to Tier 1A or 1B are allowable.

4.4.2. Customer Service Tier 1

4.4.2.1. If the Contractor is assigned to the Customer Service Tier 1 category, the Department shall classify the Contractor as Tier 1A, Tier 1B and Tier 1C to determine what the Contractor's required metrics, benchmarks and deliverables are.

4.4.2.1.1. Customer Service Tier 1A

- 4.4.2.1.1.1. If the Contractor is classified as Tier 1A, the Contractor is understood to have an active call center operation, which can be as small as two Contractor staff or as large as 100 or more Contractor staff members answering calls, with a dedicated line which has the technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls.
- 4.4.2.1.1.2. If the Contractor is classified as Tier 1A, the Contractor shall:
 - 4.4.2.1.1.2.1. Submit to the Department monthly Call Center reporting from the Contractor's available data that complies with the Call Center data reporting requirements determined by Department.
 - 4.4.2.1.1.2.1.1. Monthly reporting will be due on the 10th of each month and sent electronically to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountryRelations>) or email HCPF_CountyRelations@state.co.us. Monthly reporting must begin in October 2022, unless the Department and the Contractor agree on a later date, not to exceed December 31, 2022.
 - 4.4.2.1.1.2.1.2. Data elements required to be submitted by the Contractor shall be issued via HCPF Memo Series and will be available no later than September 30, 2022.
 - 4.4.2.1.1.2.1.3. If certain data elements required by the Department are not available in the Contractor's data, the Contractor shall propose an alternate data set, which shall be reviewed and approved by the Department.
 - 4.4.2.1.1.2.2. Meet and/or exceed a service-level performance target for the Contractor's Call Center Average Speed to Answer (ASA) by the Second Semi-Annual Due Date, June 16, 2023.
 - 4.4.2.1.1.2.2.1. The service-level performance target for the Contractor's ASA shall be jointly determined by the Department and the Contractor and shall be based on the most recent six (6) months of ASA performance data provided by the Contractor.
 - 4.4.2.1.1.2.2.2. The service-level performance target shall be jointly determined by the Department and Contractor no later than December 15, 2022.
 - 4.4.2.1.1.2.3. Attend one, two-hour technical assistance and learning session with the Department's MCC Operations staff before June 30, 2023.
 - 4.4.2.1.1.2.3.1. The date, time and location of the technical assistance and learning session will be jointly agreed-upon by the Department and the Contractor.
 - 4.4.2.1.1.2.3.2. The session can be scheduled in a different time format, if agreed upon by the Department and the Contractor.
 - 4.4.2.1.1.2.3.3. The Contractor can request additional support, beyond the required session detailed 4.4.2.1.1.2.3, from the MCC Operations staff to improve its ASA performance by contacting the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountryRelations>) or email HCPF_CountyRelations@state.co.us.

4.4.2.1.1.2.4. The Contractor assigned to Customer Service Tier 1A must comply with the provisions in sections 4.4.2.1.1.2.1, 4.4.2.1.1.2.2 and 4.4.2.1.1.2.3 to earn a Customer Service Performance Incentive Payment.

4.4.2.1.2. Customer Service Tier 1B

4.4.2.1.2.1. If the Contractor is classified as Tier 1B, the Contractor is understood to not have an active call center operation, which includes at least two or more staff members answering a dedicated line and to not have the technology in place, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls. However, the Contractor classified as Tier 1B is actively and currently working to implement active call center operations within the contract period.

4.4.2.1.2.2. If the Contractor is classified as Tier 1B, the Contractor shall:

4.4.2.1.2.2.1. Submit to the Department monthly Call Center reporting from the Contractor's available data that complies with the Call Center data reporting requirements determined by Department.

4.4.2.1.2.2.2. Monthly reporting will be due on the 10th of each month and sent electronically to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email HCPF_CountyRelations@state.co.us. Monthly reporting must begin in October 2022, unless the Department and the Contractor agree on a later date, not to exceed December 31, 2022.

4.4.2.1.2.2.3. Data elements required to be submitted by the Contractor shall be issued via HCPF Memo Series and will be available no later than September 30, 2022.

4.4.2.1.2.2.4. If certain data elements required by the Department are not available in the Contractor's data, the Contractor shall propose an alternate data set, which shall be reviewed and approved by the Department.

4.4.2.1.3. Customer Service Tier 1C

4.4.2.1.3.1. If the Contractor is classified as Tier 1C, the Contractor is understood to not have an active call center operation and does not anticipate implementing an active call center before the contract expiration date. A Contractor classified as Tier 1C may have sufficient volume for an active call center but does not currently have the processes or funding in order to implement the active call center.

4.4.2.1.3.2. If the Contractor does not anticipate implementing active call center operations prior to the end of the contract expiration date, the Contractor shall be re-classified by the Department as Tier 2B for the purposes of determining the Contractor's required metrics, benchmarks and deliverables.

4.4.2.1.3.2.1. Requirements for Tier 2B can be found in section 4.4.3.

4.4.2.1.3.3. If the Contractor does have available call center reporting from existing systems, the Contractor shall also follow the call center reporting requirements as detailed in section 4.4.2.1.2.2.1.

4.4.3. Customer Service Tier 2

- 4.4.3.1. If the Contractor is assigned to the Customer Service Tier 2 category, the Department shall classify the Contractor as Tier 2A or Tier 2B to determine what the Contractor's required metrics, benchmarks and deliverables are.
- 4.4.3.2. If the Contractor is classified as Tier 2A or 2B, the Contractor is understood to be small enough in operations and workload where a call center (defined as at least two or more staff members answering a dedicated line and to not have the technology in place, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls) is cost-prohibitive or not supportable under existing funding or staffing allocations.
- 4.4.3.3. If the Contractor is classified as Tier 2A, the Contractor shall:
 - 4.4.3.3.1. Submit to the Department a Customer Service Survey Outreach Plan no later than the Semi-Annual Due Date on June 16, 2023. The Customer Service Outreach Plan shall be submitted via the County Relations webform.
 - 4.4.3.3.1.1. The Customer Service Survey is managed by the Department and does not require any action from the Contractor.
 - 4.4.3.3.1.2. The Contractor's baseline for the Customer Service Survey will be determined prior to the Semi-Annual Due Date to allow for the Contractor to integrate that data into its Customer Service Outreach Plan. The Contractor's baseline is used to determine what percentage of survey participation rate that must be increased in the following contract cycle.
 - 4.4.3.3.1.3. The Customer Service Survey Outreach Plan shall include the Contractor's methodologies and strategies for increasing applicant and member participation in the Department's Customer Service Survey in the following contract cycle.
 - 4.4.3.3.1.3.1. The Customer Service Outreach Plan will include, at minimum, the following:
 - 4.4.3.3.1.3.1.1. Who is responsible for the Contractor's Outreach Plan
 - 4.4.3.3.1.3.1.2. What communications, methodologies and strategies will be used to engage with applicants and members to increase participation in the survey
 - 4.4.3.3.1.3.1.3. How the Contractor will ensure that negative action is not taken against applicants and members who decline to participate in the Customer Service Survey
 - 4.4.3.3.1.3.1.4. How the Contractor tracks and monitors its participation rate based on Department-provided data
 - 4.4.3.3.1.3.1.5. No template is provided to the Contractor; the Contractor's Outreach Plan shall be detailed on the Contractor's letterhead.
- 4.4.3.4. If the Contractor is classified as Tier 2B, the Contractor shall:
 - 4.4.3.4.1. Submit to the Department a Customer Service Improvement Plan (CSIP) no later than the Semi-Annual Due Date on June 16, 2023.
 - 4.4.3.4.1.1. The CSIP shall:
 - 4.4.3.4.1.1.1. Does not require a standardized template, but must be written on the Contractor's formal letterhead, approved by the Contractor's director and

include each of the required elements listed from 4.4.3.4.1.1.2, 4.4.3.4.1.1.3, and 4.4.3.4.1.1.4.

4.4.3.4.1.1.2.

Voice of the Customer

4.4.3.4.1.1.2.1.

Address how the Contractor hears from customers on a regular basis through regular and ongoing data and information collection. If the Contractor does not have active processes in place to integrate the Voice of the Customer, the CSIP must include how the Contractor is rectifying the lack of information on customer satisfaction.

4.4.3.4.1.1.2.2.

Address how the Contractor is or isn't using data to determine customer satisfaction

4.4.3.4.1.1.2.3.

Include how the Contractor is actively implementing processes that integrate the Voice of the Customer.

4.4.3.4.1.1.2.4.

Include how the Contractor, through its customer service processes, provides supports to underserved and/or at-risk populations and communities.

4.4.3.4.1.1.3.

Complaints and Negative Feedback

4.4.3.4.1.1.3.1.

Detail how the Contractor works to ensure timely responses and requests for support from the customer, to avoid complaints where possible.

4.4.3.4.1.1.3.2.

If a complaint is submitted, the CSIP shall include how the Contractor addresses positive and negative feedback received through process improvement, training and coaching, positive reinforcement with staff or other methods.

4.4.3.4.1.1.3.3.

Prescribe how the Contractor's processes integrate or align with the Department's centralized complaint process as issued in HCPF Memo Series.

4.4.3.4.1.1.4.

Data Collection

4.4.3.4.1.1.4.1.

Detail what data is collected, how the data is collected ongoing and what tracking mechanisms are in place.

4.4.3.4.1.1.4.2.

Include what steps the Contractor takes when actionable data on customer service satisfaction is collected.

4.4.3.4.1.1.4.3.

Describe what tools the Contractor uses, if any, to collect its data and inform its process improvements.

4.4.4. Customer Service Performance Incentive Standard Exemptions for Unusual Circumstances

4.4.4.1.

The Contractor may request an exemption for unusual circumstances for failure to meet the service-level performance targets as detailed in section 4.4.5.1, if the Contractor was classified by the Department as Customer Service Tier 1A or 1B.

4.4.4.2.

No exemptions for unusual circumstances are allowed for deliverables as detailed in section 4.4.5.2 for Contractors classified as Customer Service Tier 1A, 1B, 1C or Tier 2.

4.4.4.3.

The exemption process for unusual circumstances is described in section 6, Exemptions; only Contractor exemption requests that follow the process and meet the requirements as outlined in section 6 will be considered by the Department.

4.4.5. PERFORMANCE BENCHMARK:

- 4.4.5.1. Tier 1: Meet or exceed customized Average Speed to Answer by end of Second Reporting Period and complete required participation in technical assistance sessions with MCC. Customer Service survey response rates to increase by the customized target for the Contractor. Deliverable is measured by increase in number of responses to be released in HCPF Memo Series.
- 4.4.5.2. Tier 2: Customer Service survey response rates to increase by the customized target for the Contractor. Deliverable is measured by increase in number of responses to be released in HCPF Memo Series.

5. SEMI-ANNUAL REPORTING

- 5.1. The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. The Contractor must submit documentation to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email HCPF_CountyRelations@state.co.us, unless otherwise specified through the HCPF Memo Series.
 - 5.1.1. For the Second Reporting Period, the Contractor shall submit the following documentation:
 - 5.1.1.1. Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if the Contractor failed to meet specified target(s). The Contractor shall only submit documentation upon the Department's request.
 - 5.1.1.1.1. Any Customer Service Performance Incentive Standard Plans or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series.
 - 5.1.1.1.2. DUE DATE: June 16, 2023

6. EXEMPTIONS

- 6.1. The Contractor may request an exemption for unusual circumstances for specific Performance Incentive Standards by following the process as outlined in section 6.
 - 6.1.1. Based on the Department's review of the Contractor's request, partial payment of the Performance Incentive Standard Payments may be made at the Department's discretion, which is not subject to exemption request or dispute. The Department's decision on partial payment is final and Performance Incentive Payments made based on the Department's determination.
- 6.2. Definition of Unusual Circumstances
 - 6.2.1. Unusual circumstances are defined as uncommon, rare or sudden events over which the Contractor had no direct control and which directly result in the failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard.
 - 6.2.2. Unusual circumstances for which the Contractor can request exemption include the anticipated end of the federal COVID-19 Public Health Emergency or other circumstances that cause a large, sustained increase in workload.

- 6.2.3. Unusual circumstances do not include circumstances for which the Contractor had direct knowledge or control over, including the Contractor's clear and demonstrated failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard is evident.
- 6.2.4. The Department's determination of whether the Contractor's request meets the definition of unusual circumstances is final.
- 6.3. Process for Unusual Circumstances Exemption Requests
 - 6.3.1. The process for the Contractor to submit an exemption request shall be communicated via the HCPF Memo Series for each Performance Incentive Standard.
 - 6.3.2. Unusual circumstances exemption requests must include thorough supporting documentation from the Contractor, and the Contractor shall be responsible for timely submission of any additional documentation requested by the Department for the exemption process.
 - 6.3.3. General questions on unusual circumstances exemption requests should be submitted to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email HCPF_CountyRelations@state.co.us.
- 6.4. Department Review and Approval of Exemption Requests
 - 6.4.1. Based on the Contractor's unusual circumstances exemption request and supporting documentation, the Department will provide the Contractor with an approval or denial of the request on the Final Status Report.
 - 6.4.2. If the Department approves the unusual circumstances exemption request, partial payment may be made to the Contractor for the Performance Incentive Standard the Contractor requested exemption for.
 - 6.4.2.1. The Department has the sole authority to determine the amount of partial payment, which is not subject to dispute by the Contractor.
 - 6.4.2.2. If partial payment is made based on the Contractor's unusual circumstances exemption request, the Department will provide the actual amount of the partial payment on the Final Status Report.
 - 6.4.3. If the Department denies the unusual circumstances exemption request, the Performance Incentives Payments issued are final and are not subject to further dispute or appeal
 - 6.4.4. The Department may approve or reject any request for unusual circumstances exemptions and may limit the total number of approved exemptions for all Performance Incentive Standards.
 - 6.4.5. Non-Allowable Exemption Reasons
 - 6.4.5.1. The Department will deny unusual circumstances exemption requests that are determined as due to the fault of the Contractor, where unusual circumstances truly did not exist, and/or any exemption requests based on the following:
 - 6.4.5.1.1. The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
 - 6.4.5.1.2. The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standards eligible for exemption requests.

- 6.4.5.1.3. The Contractor's failure to review and utilize County Administration regulations at 10 CCR 2505-5 1.020 and County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
- 6.4.5.1.4. The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
- 6.4.5.1.5. The Contractor's failure to use the MAP Dashboards for the purposes of fulfilling Exhibit A, Statement of Work.
- 6.4.5.1.6. The Contractor's failure to use EQA case review results for the purposes of fulfilling Exhibit A, Statement of Work. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
- 6.4.6. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.
- 6.5. Performance Incentive Standards Eligibility for Unusual Circumstances Exemption Requests.
 - 6.5.1. Unusual circumstances exemption requests will be considered for any Performance Incentive Standard listed under section 6.5.1.
 - 6.5.1.1. Customer Service Performance Incentive Standard
 - 6.5.1.2. Accuracy Performance Incentive Standard
 - 6.5.2. Unusual circumstances exemptions requests will not be considered for any Performance Incentive Standard listed under 6.5.2.
 - 6.5.2.1. Performance Compliance Performance Incentive Standard
 - 6.5.3. The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.5.2 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption.

7. NOTIFICATIONS

- 7.1. After each Reporting Period, the Contractor will be provided a Status Report that details which Performance Incentive Standards were met.
 - 7.1.1. The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.
 - 7.1.2. If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.
- 7.2. After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by the Contractor.

- 7.2.1. The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.
- 7.3. Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.
- 7.4. Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.
- 7.4.1. If unusual circumstances have delayed the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution.
- 7.5. The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.
- 7.6. The Contractor will have the opportunity to dispute the Status Report results as defined in section 8, Dispute Resolution.

8. DISPUTE RESOLUTION

8.1. Opportunity and Timeframe for Dispute Resolution

- 8.1.1. In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.
 - 8.1.1.1. The final Status Report cannot be disputed per section 7.2.1.
 - 8.1.1.1.1. The Contractor will have seven (7) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.
 - 8.1.1.1.1.1. If the Contractor fails to dispute the Reporting Period Status Report within seven (7) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

8.2. Allowable Disputes

- 8.2.1. The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:
 - 8.2.1.1. The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.
 - 8.2.1.2. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
 - 8.2.1.3. The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will be utilized to determine compliance with a Performance Incentive Standard.

- 8.2.1.3.1. The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data actually conflicts with the Department's data.
- 8.2.1.3.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.
- 8.2.2. The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.
- 8.3. Nonallowable Disputes
 - 8.3.1. The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
 - 8.3.1.1. The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
 - 8.3.1.2. The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.
 - 8.3.1.3. The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
 - 8.3.1.4. The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
 - 8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

9. COMPENSATION

9.1. Compensation

9.1.1. Performance Incentive Payment

- 9.1.1.1. The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:
 - 9.1.1.1.1. The Department shall pay the Contractor an Accuracy Performance Incentive Payment, if applicable, as shown in Exhibit B at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard. (To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors that do not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.)

- 9.1.1.1.2. The Department shall pay the Contractor a Performance Compliance Performance Incentive Payment as shown in Exhibit B at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.3. The Department shall pay the Contractor a Customer Service Performance Incentive Payment as shown in Exhibit B at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.2. Remaining Funds Incentive Pool Payment
 - 9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.
 - 9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:
 - 9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.
 - 9.1.2.1.1.2. Each of the Performance Incentive Payments the Accuracy Performance Incentive Standard, Performance Compliance Performance Incentive Standard, the Customer Service Performance Incentive Standard and the Continuous Coverage Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.
 - 9.1.2.1.1.2.1. The Contractor shall be eligible for Remaining Funds Incentive Pool payments.
 - 9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.
 - 9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:
 - 9.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
 - 9.1.2.2.2. Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
 - 9.1.2.2.3. The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.
- 9.2. Payment Procedures
 - 9.2.1. The Contractor shall receive Performance Incentive Payments at the end of the Second Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.
 - 9.2.1.1. If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.
 - 9.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more

than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.

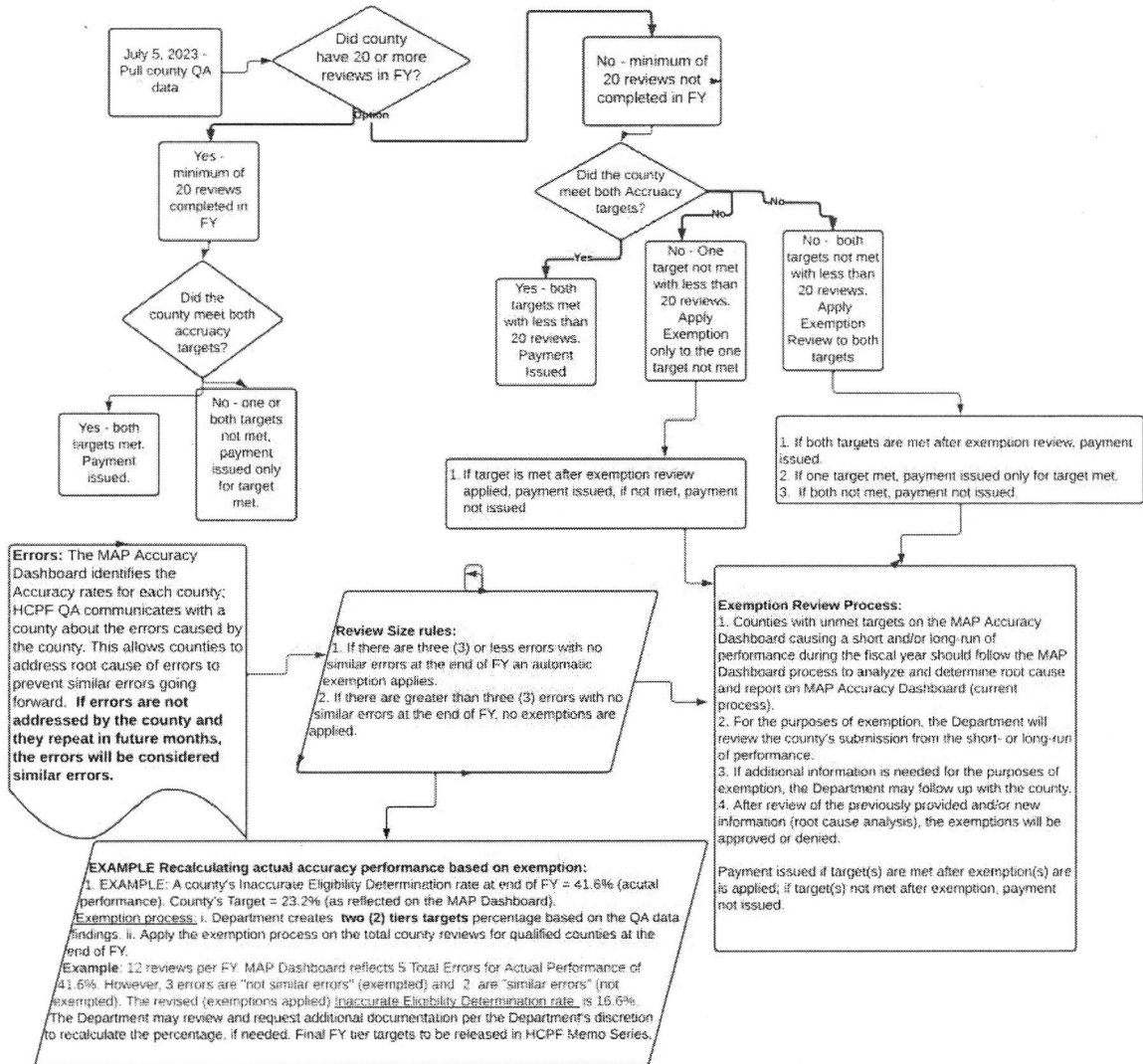
- 9.2.3. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.
- 9.2.4. The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).
- 9.2.5. The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.
- 9.2.5.1. The Incentive Payment earned is unrestricted, and the Contractor may utilize the fund per the Contractors discretion.

EXHIBIT B-1, RATES**SFY 2022-23 Incentives Payment Table**

To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors that do not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.

Incentive Payment Name	% of Funding	Payment Amount
Accuracy Performance Incentive Payment	40%	\$10,324.70
Performance Compliance Performance Incentive Payment	30%	\$7,743.52
Customer Service Incentive Payment	30%	\$7,743.52
Total		\$25,811.74

Exhibit D: Review Sample Size Exemption Process Flow





ORDERING DOCUMENT

This Ordering Document is a binding legal agreement entered into by and between the client set forth in the signature block below ("Client") and GIS Workshop, LLC ("gWorks") as of the last date in the signature boxes below ("Effective Date"). Client and gWorks are each a "Party" and collectively the "Parties."

WHEREAS, gWorks and Tracker Software Corporation ("Pub Works") entered into an Asset Purchase Agreement dated December 2, 2022 whereby gWorks acquired the PubWorks contracts including that of Client.

NOW, THEREFORE, in consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Services.** This Ordering Document shall govern all Client Services including those received under Client's agreement with Tracker Software Corporation ("Pub Works") immediately prior to the Effective Date of this Ordering Document and all future Services purchased by Client from gWorks. Client acknowledges and agrees that this Ordering Document, and the documents incorporated herein by reference, are the only agreements governing the Client Services.
2. **Term.** This Ordering Document shall be in effect as of the Effective Date and shall continue until the end of the term of the last Service in this Ordering Document, unless earlier terminated in accordance with the gWorks Master Services Agreement and Terms of Services ("Agreement").
3. **Effect of Service Termination.** Upon termination or expiration of a Service: (a) Client shall immediately pay all outstanding amounts owed to gWorks for such Services; (b) Client shall immediately cease using such Service; (c) gWorks may take steps to change, remove, or otherwise block Client's access to such Service; and (d) upon payment in full of all fees owed to it, gWorks shall deliver to Client any Deliverables related to such Service, in their current form as of the effective date of termination or expiration, along with all documentation, Specifications, and Client Materials in gWorks' possession, including those Client Materials acquired from PubWorks, related to such Service. Notwithstanding the above, if, within thirty (30) days after termination of a Service Client requests data export assistance, gWorks will export such data files to Client, and such data export services will be charged at gWorks then-current rates. No termination or expiration of a Service, this Ordering Document, or the Agreement will affect Client's obligation to pay all amounts due and owing to gWorks for Services.
4. **Fees.** Fees for all Client Services provided by Pub Works immediately preceding this Ordering Document shall remain the same under this Ordering Document and Agreement for the current year, and thereafter shall be subject to annual increases in accordance with the Agreement. Fees for all one-time Professional Services and fees for all Web-based Services and Desktop Services are due and payable as follows: Annual fees are payable in full or prorated based on the calendar month on the execution of this Ordering Document for the first year. For subsequent terms, the annual subscription, license, and product support fees (collectively, "Annual Fees") are due before or by the start of the Calendar Year term thereafter.
5. **Superseding Provisions.** The Parties agree that the following terms shall amend and supersede the MSA as follows:
 - a. **Section 10.6 of the Agreement is hereby deleted and replaced with the following:**
10.6 This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Colorado, without giving effect to the conflicts of law principles thereof Any dispute arising under this Agreement will be first referred for resolution to each party's respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in Greeley, Colorado, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the chair of the panel) selected by the other two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final and binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdiction of the state and federal courts of the State of Colorado, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) waives any rights it may have to a jury trial.
 - b. **The following provision is hereby added to the end of current Section 5.2 of the MSA:**
"This provision shall only apply to Client to the extent not prohibited by state law."
 - c. **The following provision is hereby added to the end of current Section 8.3 of the MSA:**
"This provision shall only apply to Client to the extent not prohibited by state law."



d. The following provision is hereby added to the end of current Section 16 of Exhibit A: Terms of Service of the MSA as follows:

"This provision shall only apply to Client to the extent not prohibited by state law. "

6. Entire Agreement. This Ordering Document, including the then-current gWorks Agreement & Terms of Service and Privacy Policy, and all other agreements, policies, and documents incorporated herein, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof. The Agreement shall be amended and supplemented with the Superseding Provisions of this Ordering Document. In the event of conflict between this Ordering Document and the Agreement, this Ordering Document shall control. Capitalized terms not defined in this Ordering Document shall have the meaning given to them in the Agreement. Except as amended herein, the Agreement shall continue in full force and effect. This Ordering Document may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Ordering Document, and all of which, when taken together, will be deemed to constitute one and the same agreement. This Ordering Document may be executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000), and the execution and delivery of this Ordering Document by such methods shall be deemed to be valid and effective for all purposes.

Except as provided otherwise in this Ordering Document, the Ordering Document is subject to the agreements, policies, and documents set forth below, all of which are incorporated herein by reference. By signing this Ordering Document, Client expressly agrees to all terms and conditions in the agreements, policies, and documents set forth below:

- gWorks Master Services Agreement & Terms of Service: <https://www.gworks.com/g2msatos/>
- Privacy Policy: <https://www.gworks.com/privacy-policy/>

By signing this Ordering Document, the individual signing on behalf of Client certifies and warrants that they are authorized to sign on behalf of the Client, agree to the terms of this Ordering Document and any documents incorporated herein, and that, upon their signature, this Ordering Document and any documents incorporated by reference herein will become the legally binding agreement of the Client.

GIS Workshop, LLC

Client

Signed: _____

Client Name: Moffat County, Colorado

Print Name: Steve Mitchell

Signed: _____

Title: Chief Investment Officer

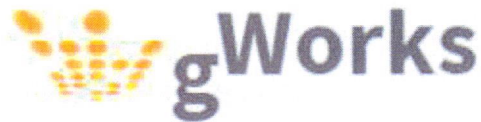
Print Name: Tony Bohrer

Date: _____

Title: Chair, Board of County Commissioners of Moffat County

Date: May 23, 2023

*For Client Name, please use the legal name of your entity, organization, or government body. For example, City of Any town TX; Any County MD; Any town Water District CO; Any town Public Utility IA.



MASTER SERVICES AGREEMENT & TERMS OF SERVICE

Updated: October 10, 2022

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is by and between GIS Workshop, LLC, a Delaware limited liability company doing business as gWorks ("gWorks"), and the company, organization, or governmental entity that signs this Agreement ("Client"). This Agreement is effective as of the effective date of the last signature date within this Agreement entered into by and between the parties (the "Effective Date").

gWorks may amend this Agreement from time to time by posting an amended version at its website, accessible via <https://www.gworks.com>, and sending Client written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Client first gives gWorks written notice of rejection of the amendment. In case of such rejection, this Agreement will continue under its most recently executed provisions, and the amendment will become effective at the start of Client's next Term (or renewal thereof) following the Proposed Amendment Date (unless Client first terminates this Agreement pursuant to Article 5, Term & Termination). Client's continued use of the Services following the effective date of an amendment will confirm Client's consent thereto.

ARTICLE 1: DEFINITIONS

All capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in this Article 1:

1.1 "Change Order" means a written change order, which modifies an existing Ordering Document and is signed by authorized representatives of both parties. A Change Order shall be deemed to be part of the applicable Ordering Document for all purposes.

1.2 "Client Materials" means all information, content, data, functionalities, and any other materials provided to gWorks by Client, whether created by Client or a third party, pursuant to this Agreement, for the purpose of assisting gWorks with the performance of its obligations hereunder.

1.3 "Deliverable" means any item that gWorks develops, prepares for, or provides to or for the benefit of Client in the course of providing Services, including any hardware, software, or other product, as well as any data that gWorks provides to Client in connection with any Web-based Services or Desktop Services; provided, that the Web-based Services or the Desktop Services, themselves, shall not be considered Deliverables.

1.4 "Intellectual Property" means all or any: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill

associated therewith; (c) copyrights, copyrightable works (including, without limitation, computer software programs, documentation, algorithms, program code, Specifications, reports, and designs), mask works, and rights in data and databases; (d) trade secrets, knowledge, know-how, techniques, ideas, concepts, and other proprietary information; and (e) all other intellectual property rights, in each case whether existing prior to the date of this Agreement or whether developed in the course of each party's performance of its obligations under this Agreement, whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

1.5 "Order" means a written agreement identified as an "Order" signed by an authorized representative of Client that sets forth Services and fees for such Services and that incorporates this Agreement and the applicable SOW(s).

1.6 "Ordering Documents" means the Order(s) and SOW(s).

1.7 "Services" means any services rendered by gWorks to or for the benefit of Client, as described in an Ordering Document. Services specifically include any Web-based Services or Desktop Services and any Professional Services that are rendered by gWorks to or for the benefit of Client.

1.8 "Specifications" means the specifications and functionalities to which the Deliverables shall be developed by gWorks, as set forth in an Ordering Document.

1.9 "SOW" means a statement of work or other similar document incorporated into an Order that sets forth the particular Services to be rendered and Deliverables to be developed by gWorks on behalf of Client, the schedule for the delivery of the Services and Deliverables, the respective obligations of the parties, and other relevant information pertaining thereto.

1.10 "Web-based Services" means any gWorks internet-based application, geospatial system, or website or mobile application that the Client has subscribed to by Ordering Document or that gWorks may otherwise make available to the client, and developed, operated, and maintained by gWorks, accessible via <https://gworks.com> or subdomain, <https://frontdeskworks.com> or subdomain, or another designated URL, and may have ancillary products and services, including website hosting and data storage and support services, that gWorks provides to the Client.

1.11 "Desktop Services" means any gWorks desktop-based applications and related support services that the Client has licensed to by Ordering Document or that gWorks may otherwise make available to the Client, and developed, furnished, and maintained by gWorks.

1.12 "Professional Services" means any non-software application service gWorks provides to the Client, including but not limited to software implementation, software onboarding, client onboarding, time and material services, consulting, and projects of a defined scope.

ARTICLE 2: SERVICES; DELIVERABLES

2.1 gWorks shall perform the Services in a professional and workmanlike manner, using qualified personnel, in accordance with the Specifications and the terms set forth in the applicable Ordering Document. To the extent that Client desires to subscribe to any Web-based Services, Client agrees to be bound by the Terms of Service attached hereto as Exhibit A. gWorks will, in its sole discretion, select personnel to render the Services, establish working hours for its personnel, use the resources and materials it deems appropriate to perform the Services, and, within the parameters set forth in an Ordering Document, determine the method, details, and means of performing the Services. gWorks may suspend the performance of Services without notice or liability if: (a) Client fails to pay any amount due to gWorks within 15 days of receiving a non-payment notice from gWorks; (b) there is any event for which gWorks reasonably believes the suspension of the Services is necessary to protect its systems or other clients, or (c) a law enforcement or third party government agency has requested such suspension. If gWorks suspends the Services based on clause (b), and such suspension lasts longer than 15 business days, then Client may terminate this Agreement or any Ordering Document upon written notice to gWorks.

2.2 gWorks shall deliver the Deliverables, along with all relevant documentation, in a timely manner, in accordance with the milestones and delivery dates set forth in the applicable Ordering Document. The parties will agree on any procedures for testing and acceptance of Deliverables in the applicable Ordering Document. Upon final payment by Client for a Deliverable and satisfaction of all outstanding payment obligations, Client shall be deemed the owner of title to such Deliverable, excluding the Intellectual Property embodied therein (unless otherwise set forth in the applicable Ordering Document), and Client will receive a royalty-free, non-exclusive license to use the Intellectual Property embodied in such Deliverable solely in connection with Client's rightful use of the applicable Deliverable, and conditioned upon Client's compliance with its obligations in this Agreement.

2.3 In the event that gWorks agrees to any changes, as may be requested by Client from time to time, to the Services, the Deliverables, or the Specifications, such changes shall be documented in a written Change Order.

ARTICLE 3: CLIENT OBLIGATIONS

3.1 Client shall provide gWorks with reasonable access to Client's personnel, facilities, equipment, and Client Materials during normal business hours and otherwise as reasonably requested by gWorks, to enable gWorks to provide the Services. Except as expressly set forth in this Agreement, gWorks will have no liability for any damages incurred by Client due to a breach of the security of Client's facilities or technology. Client shall take such actions as are reasonably necessary to protect the security of said facilities and technology. gWorks shall have no liability for loss of any Client Materials. Accordingly, Client shall be solely responsible for creating and maintaining current copies of all Client Materials provided to or stored by gWorks, and storing such copies in a reasonably secure location.

3.2 Client represents and warrants to gWorks that Client has obtained all necessary authorizations and/or licenses to provide the Client Materials to gWorks and to permit

gWorks to use, reproduce, and/or modify the Client Materials, without liability to Client or any third party. Client hereby grants to gWorks a non-exclusive right and license to use, reproduce, and modify the Client Materials to the extent necessary to enable gWorks to provide the Services and develop the Deliverables.

3.3 Client shall comply with all laws and governmental regulations affecting its use of the Services and Deliverables, and gWorks shall have no responsibility therefor, including, without limitation, any responsibility to advise Client of such laws or regulations.

3.4 Client shall ensure that any hardware, applications, or software not provided by gWorks pursuant to this Agreement will function properly while using the Deliverables and Services. The failure of Client's hardware, applications, or software to so function shall not relieve Client of any of its obligations under this Agreement.

3.5 Client shall not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any software provided or licensed to Client by gWorks. Client may not reverse engineer, decompile, or disassemble any software provided or licensed by gWorks, except to the extent that the parties expressly agree in the applicable Ordering Document that Client owns all right, title, and interest in and to such software and the Intellectual Property embodied therein.

ARTICLE 4: FEES AND EXPENSES

4.1 Client shall pay gWorks for all Services and Deliverables, in the amounts, at the times, and in the manner set forth in each Ordering Document. Any payment that is past due to gWorks shall bear interest at the rate of 12% per annum or the highest rate allowed by applicable law (whichever is lower). Client shall reimburse gWorks for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts. Client shall pay all sales, use, value-added, excise, and other similar taxes (but specifically excluding taxes on gWorks' income) which result from, or are related to, the rendition of the Services or the providing of the Deliverables. Upon the execution of a Change Order, gWorks may require Client to pay for all Services and Deliverables completed from execution of the original Ordering Document to the execution of the Change Order. Client's failure to make any payment when due shall be considered a material breach of this Agreement.

4.2 gWorks reserves the right to change fees for its Services from time to time. gWorks will notify the Client at least thirty (30) days in advance with the renewal term invoice, and the increased fees will apply at the start of the next renewal term. If the Client does not agree to this increase, either party can choose to terminate the renewal term at the end of the Client's then-current term per the termination provisions in this Agreement or as set forth in the Ordering Document. Client's continued use of the Services beyond the cancellation window constitutes the Client's agreement to those changes.

ARTICLE 5: TERM AND TERMINATION

5.1 This Agreement shall be in effect from the Effective Date and shall continue until the end of the term of the last Ordering Document or until terminated in accordance with the provisions set forth in this Agreement. An Ordering Document shall be in effect from the

effective date of such Ordering Document and shall continue for the term specified in such Ordering Document, including automatic or manual renewals of Web-Based Services or Desktop Services, or until terminated in accordance with the provisions set forth in this Agreement and such Ordering Document. Unless otherwise set forth in the applicable Ordering Document, termination of any Ordering Document shall not constitute a termination of any other Ordering Document or of this Agreement. Termination of this Agreement in accordance with the provisions set forth in this Agreement shall terminate all Ordering Documents and the Terms of Service. gWorks may terminate this Agreement immediately if it reasonably believes that Client is infringing, has infringed, or is threatening to infringe the Intellectual Property rights of any third parties, or at any time when there are no currently effective Ordering Documents. This Agreement or any Ordering Document may be immediately terminated, in writing, by either party as follows: (a) if the other party breaches any material provision hereof or the applicable Ordering Document and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party; or (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party.

5.2 Termination of Desktop Services. gWorks may terminate the rights of Client under this Agreement in the event of a default by Client. gWorks' software has been designed to cease functioning in the event that the annual license fee is unpaid. Client acknowledges the existence of this feature in the software and specifically waives any claim for consequential damages, which may result. In the event of default, all unpaid Annual License Fees, product support-related fees, and any other charges payable for the entire duration of this Agreement shall, upon written notice by gWorks become due and payable. This remedy shall be in addition to any other remedy lawfully available to gWorks. In the event of termination by gWorks or by Client (as herein provided) Client shall return the program and all related materials within ten (10) days, (as provided in paragraph seven), certifying to gWorks that all copies or partial copies have been destroyed. Client shall remain liable for all unpaid charges required to be paid under this Agreement including; unpaid Annual License Fees and product-support-related fees, notwithstanding such termination. Default in respect to payment shall mean the Client's failure to pay any amount, which is past due, within ten (10) days after written notice to Client that the payment is delinquent. Default is further defined to include the following: an assignment, sale, mortgage, sublease or sublicense of the program by Client; levy of execution or attachment upon the program or any attempt to levy the same; breach of any proprietary right of gWorks (as defined by paragraph seven); of Client's breach of any of the other terms or conditions hereof. In the event of breach of default of this Agreement, Client shall hold gWorks harmless from all reasonable attorney's fees, costs and interest (at the highest rate permitted by law) arising by reason of such breach or default, from the date of the default or breach, in addition to other damages. Client shall have the right to terminate this Agreement upon thirty-(30) days written notice. In such event, Client shall be required to return the program and related materials as provided herein and shall be responsible to pay all charges required to be paid under this Agreement for the duration of the license. Client shall not have the right to terminate after Client is in breach of this contract. gWorks shall not be required, under any circumstances, to refund

any portion of the implementation or onboarding fees, the Annual License Fee, or the product support-related fees, already paid.

5.3 Termination of Web-Based Services. See Terms of Service.

5.4 Upon termination of this Agreement for any reason: (a) Client shall immediately pay all outstanding amounts it owes to gWorks hereunder; (b) Client shall immediately cease using all terminated Services; (c) gWorks may take steps to change, remove, or otherwise block Client's access to any and all Services; and (d) upon payment in full of the fees owed to it, gWorks shall deliver to Client any Deliverables, in their current form as of the effective date of termination, along with all documentation, Specifications, Client Materials and programming language in gWorks' possession. Notwithstanding the above, if, within thirty (30) days after the termination of this Agreement, or any Services, Client requests to export any data files, gWorks shall export such data files to Client, and such services will be charged at gWorks then-standard rates. Unless otherwise specified in the applicable Ordering Document, Client shall reimburse gWorks for the costs of all non-cancelable products or services procured from third parties in connection with gWorks' performance of the Services. The provisions of Articles 1, 4, 8, and 9, along with Sections 3.3, 5.2, 5.4, 10.1, 10.2, 10.4, 10.5, 10.6, 10.7, 10.9, and 10.10 of this Agreement shall survive the termination of this Agreement, to the extent applicable.

ARTICLE 6: INTELLECTUAL PROPERTY

6.1 gWorks is the exclusive owner of all right, title, and interest in and to all Intellectual Property embodied in the Deliverables, the Services, and the Specifications, and any modifications, enhancements, improvements, and derivative works therein or thereto, as well as any other Intellectual Property developed in the course of gWorks' performance under this Agreement. Client shall not take any action that weakens, deters, or otherwise negatively impacts gWorks' rights in its Intellectual Property. Client hereby assigns any and all rights it may be deemed to own in gWorks' Intellectual Property to gWorks. For purposes of clarification, upon payment in full by Client for all Deliverables and Services, Client shall own title to the Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Deliverables as it sees fit, subject to Client's full and continued compliance with the terms and conditions of this Agreement. The Client will retain ownership of the Intellectual Property embodied in any Client Materials that are incorporated into such Deliverable, as such Client Materials exist at the time Client discloses or provides them to gWorks hereunder, and no proprietary rights shall accrue to gWorks in such Client Materials. Except as expressly set forth in this Agreement, nothing in this Agreement shall transfer any right, title, or interest in any of either party's Intellectual Property.

6.2 In performing a Service or developing a Deliverable, gWorks may use certain third party technology set forth in the applicable Ordering Documents ("Third Party Technology"). To the extent gWorks has the right to grant licenses to such Third Party Technology, gWorks hereby grants to Client a royalty-free, non-exclusive license to use the Third Party Technology solely in connection with its use of the applicable Deliverable, subject to any limitations imposed by the owner of such Third Party Technology. gWorks

makes no representations or warranties with respect to any Third Party Technology and shall have no liability arising out of or relating to Client's use thereof.

6.3 gWorks may from time to time arrange for Client's purchase, lease, or license of third party hardware, equipment, software, services, data, or other products not owned by gWorks ("Third Party Products"). Client's use of Third Party Products is governed by the terms and conditions of any license or other agreement between Client and the third party, and Client agrees to abide by all such terms and conditions. gWorks makes no independent representations and warranties with respect to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof. Any third party warranties are the exclusive remedies of Client with respect to Third Party Products.

6.4 Grant of License for Desktop Services. gWorks grants to Client a personal, non-assignable, non-transferable and non-exclusive license to use Desktop Services solely in the conduct of Client's business, only at the locations designated by Client in the Ordering Document. Client acquires only the right to use the Desktop Services and does not acquire any legal or equitable right of ownership in the Service. This Agreement and the license granted pursuant hereto may not be mortgaged, pledged, assigned, sublicensed, leased or otherwise transferred by Client without prior written consent from gWorks. Client may not reverse engineer or attempt to derive the source code of the program.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES

Each party hereby represents warrants to the other that: (a) it is validly organized, in good standing, and licensed to conduct business in each jurisdiction in which the failure to do so would have a material adverse effect on such party; (b) it has all necessary corporate power and authority to enter into this Agreement, to grant to the other party all of the rights granted hereby, and to perform its obligations hereunder; (c) this Agreement is and shall remain the valid, legal, and binding obligation of such party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights or by principles of equity; and (d) the execution, delivery, and performance of this Agreement does not conflict with, or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its properly is bound.

ARTICLE 8: DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

8.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CLIENT'S USE OF ANY SERVICE OR DELIVERABLE IS SOLELY AT CLIENT'S OWN RISK. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN. GWORKS DISCLAIMS ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND DELIVERABLES THAT ARE NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GWORKS MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR DELIVERABLES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE

SERVICES OR DELIVERABLES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

8.2 GWORKS' AND ITS AFFILIATES' ENTIRE CUMULATIVE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, FOR ALL DAMAGES AND LIABILITIES ARISING UNDER ALL CLAIMS IN CONNECTION WITH THIS AGREEMENT, ANY ORDERING DOCUMENT, OR CHANGE ORDER, REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION, MISREPRESENTATION AND BREACH OF WARRANTY) SHALL NOT IN THE AGGREGATE EXCEED THE FEES ACTUALLY PAID BY CLIENT TO GWORKS UNDER THE APPLICABLE ORDERING DOCUMENT IN THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH CAUSED THE DAMAGE OR LIABILITY. IN NO EVENT SHALL GWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE THE SUBJECT OF A NOTICE TO GWORKS, WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH CLAIM SHALL BE FOREVER BARRED.

8.3 Each party, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses, and disbursements of any kind and nature whatsoever (including attorneys' fees), arising out of or relating to any suit, investigation, proceeding, demand, or claim by any third party (collectively "Claims") arising out of or related to (a) a violation by the Indemnifying Party of any applicable law, rule, regulation, or court order; or (b) any personal injury (including death) or property damage caused by the gross negligence or willful misconduct of the Indemnifying Party.

ARTICLE 9: CONFIDENTIALITY

During the term of this Agreement, each party (the "Disclosing Party") may provide the other party (the "Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes the Disclosing Party's research, financial and accounting data and projections, technical data, computer programs, customer lists and information, marketing strategies, estimated staffing requirements, know-how, any information that is marked "confidential" (or with a similar legend), any information that is orally disclosed, identified as confidential at the time of disclosure, and confirmed in writing as being confidential within 30 days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. Confidential Information does not include information that (a) is publicly known at the time of its

disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party shall not use the Disclosing Party's Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have a need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Article 9, and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement, and upon the written request of the Disclosing Party, the Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

ARTICLE 10: MISCELLANEOUS

10.1 During the term of this Agreement and for a period of one year thereafter, Client shall not, directly or indirectly, solicit for employment or hire any employee of gWorks with whom Client has had contact or who became known to Client in connection with this Agreement.

10.2 gWorks acknowledges that the Nebraska Fair Employment Practices Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. sections 48-1101 to 48-1125). gWorks guarantees compliance with the Nebraska Fair Employment Practices Act, and its breach of this Section shall be regarded as a material breach of this Agreement. gWorks shall insert a similar provision in its agreements with its subcontractors.

10.3 gWorks certifies that it maintains a drug-free workplace to ensure worker safety and workplace integrity.

10.4 Any notice, consent, or other communication required or permitted hereunder shall be in writing. It shall be deemed given when (a) delivered personally, (b) sent by confirmed fax or e-mail, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested,

postage prepaid, and the receipt is returned to the sender. Names, addresses, and fax numbers for notices (unless and until written notice of other names, addresses and fax numbers are provided in accordance with the provisions of this Section) are listed on the signature page to this Agreement.

10.5 Except as expressly stated herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive.

10.6 This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party's respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in Lincoln, Nebraska, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the chair of the panel) selected by the other two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final and binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdiction of the state and federal courts of the State of Nebraska, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) waives any rights it may have to a jury trial.

10.7 The parties acknowledge that gWorks is an independent contractor with respect to Client. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or employment relationship between gWorks and Client. Client will not supervise gWorks. gWorks shall pay all taxes due and payable on the payments received from Client in accordance with federal, state, and local law. Client shall not withhold or pay any federal, state, or local income tax, or any other payroll tax of any kind, on behalf of gWorks. gWorks not eligible for, nor entitled to, and shall not participate in, any of Client's fringe benefit plans.

10.8 gWorks may assign this Agreement in the event of a sale of all or substantially all its assets or a merger, consolidation, or change in control of a majority of its outstanding voting shares. Otherwise, except as otherwise provided herein, neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be withheld or conditioned at the discretion of the non-assigning party. gWorks may not subcontract the performance of its obligations hereunder, in whole or in part, without the Client's prior written consent, which consent will not be unreasonably withheld or delayed.

10.9 This Agreement, including all applicable Ordering Documents, Change Orders, the Terms of Service (if applicable), and any other addenda (all of which are incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof. Except as otherwise provided herein, no waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment, or modification is sought to be enforced. In the event of any conflict between the provisions of this Agreement and any Ordering Document, the Terms of Service, or any other addenda, the provisions of this Agreement will control, provided, however, the provisions of the Ordering Document will control if (i) the Ordering Document specifically references this Section 10.9 and states that the provisions of the Ordering Document will control and (ii) the provision at issue in the Ordering Document does not conflict with any provision in Article 6 or Article 8 of this Agreement. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other breach by either party.

10.10 If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

10.11 As used in this Agreement, “including” means “including without limitation”. The words “or” and “nor” are inclusive and include “and”. The singular shall include the plural and vice versa. References to “Articles,” “Sections,” “Ordering Documents,” “SOWs” shall mean the Articles, Sections, Ordering Documents or SOWs of or attached to this Agreement, unless otherwise expressly indicated. The headings or titles preceding the text of any Article or Section are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of this Agreement.

10.12 If either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Client’s computer system, gWorks system downtime for routine maintenance, network problems, or telecommunications failure, the delay shall be excused during the continuance of, and to the extent of such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement may be

executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000), and the execution and delivery of this Agreement by such methods shall be deemed to be valid and effective for all purposes.

By signing this Agreement, the individual signing on behalf of the Client certifies and warrants that they are authorized to sign on behalf of the Client, agreements to the terms of this Agreement and any documents incorporated herein, and that, upon their signature, this Agreement and any documents incorporated herein will become legally binding agreement of the Client.

GIS Workshop, LLC d/b/a gWorks

Client Name*:

Sign:

Joseph R. Heieck

Sign:

Print Name: **Joseph R. Heieck**

Print Name:

Title **President & CEO**

Title

Date: **10/12/2022**

Date:

Address: 3905 S 148th St., Suite 200,
Omaha, NE 68154

Address:

*For Client Name, please use the legal name of your entity, organization, or government body. For example, City of Anytown TX; Any County MD; Anytown Water District CO; Anytown Public Utility IA.

EXHIBIT A: TERMS OF SERVICE

GIS WORKSHOP LLC, DBA GWORKS

THESE TERMS OF SERVICE (the "Terms of Service") are effective as of the first date on which the person or entities agreeing hereto (the "Client") executes a Statement of Work or Master Services Agreement, agreeing to be bound to these Terms of Service, or otherwise indicates its acceptance of these Terms of Service by registering for and accessing the Service (as hereinafter defined) (the "Effective Date"). These Terms of Service outline the services that the Client will receive. These Terms of Service shall be a binding agreement between Client and GIS Workshop, LLC dba gWorks ("gWorks") doing business as gWorks (each a "Party" and collectively the "Parties"). The Terms of Service govern the Parties' rights and obligations with respect to the provision and access of those certain web-based and/or mobile application services (the "Service") offered by gWorks on and through its website (the "Site") for personal or business use by Client (the "Purpose"). Client acknowledges that it has read these Terms of Service carefully before

accessing or using the Site or the Service and agrees to be bound by the terms and conditions therein. To the extent gWorks makes any material changes to these Terms of Service, it shall use commercially reasonable efforts to notify and seek Client's acceptance of such changes prior to such changes becoming effective as to Client. Capitalized terms which are used but not otherwise defined herein shall have the meanings ascribed to them in the Master Services Agreement. In the event of any conflict between the Terms of Service and the Master Services Agreement executed by the Parties, the Master Services Agreement shall control.

1. **SERVICE.** Subject to Client's continued compliance with these Terms of Service, and in consideration of gWorks granting access to Client to the Site and Service in accordance with the terms hereof and the Subscription Fee (as defined below) paid by Client hereunder, gWorks grants to Client, and Client hereby accepts, pursuant to the terms and conditions set forth herein, a non-exclusive, non-transferable, non-sublicensable right and subscription to use and access the Service through the Site, solely in connection with the Purpose. All features, content, specifications, Site Deliverables, data, and layout of the Service described or depicted on, or generated through, the Site are subject to change.
2. **THIRD PARTY PRODUCTS.** Client acknowledges that the Service may include access to third party software, services, and data (collectively, "Third Party Products"). By accessing the Service, Client is agreeing to be bound by each of these third party's terms with respect to their own software, services, and data. gWorks makes no independent representations or warranties with respect to any Third-Party Products and shall have no liability arising out of or relating to Client's use thereof.
3. **SCOPE OF SUBSCRIPTION RIGHTS.** The rights granted by gWorks to Client for the Service are personal to Client and allow Client to use and access the Service and any Site Deliverables (as defined below) generated through the Service for its own personal or business use, for public access (allowing the public to use any available computers or mobile devices to obtain access), on its own computer or mobile device, and strictly for the Purpose. Except as otherwise provided herein, these subscription rights may not be shared by more than one individual or assigned to new users without the consent of gWorks, which may be withheld in gWorks' sole and absolute discretion.
4. **FEES AND PAYMENT TERMS.**
 - (a) In consideration for gWorks granting Client access to the Service, Client agrees to pay to gWorks a non-refundable subscription fee in the amount and on the terms set forth in the Ordering Documents (the "Subscription Fee"), which shall be charged in accordance with the Ordering Documents.
 - (b) Unless otherwise agreed to by the parties, Client shall be initially charged the Subscription Fee on the Effective Date. Client shall register for the Service either through the execution of an Ordering Document with gWorks, or through accessing the Service electronically. Upon registration, Client may submit credit card information for the account that will be automatically charged for the Subscription Fee. Alternatively, gWorks may issue an invoice to Client for payment by Client in accordance with the terms of such invoice. The Subscription Fees shall be processed on a reoccurring basis by gWorks and

either automatically charged to Client's credit card or through an issued invoice, which shall be payable by Client in accordance with its terms and the applicable terms of the Ordering Document.

(c) In the event that gWorks elects to allow for payment by credit card, gWorks may use a third-party intermediary to manage credit card processing, and this intermediary will not be permitted to store, retain or use Client's billing information except to process Client's credit card information for gWorks. gWorks' handling of Client's personal information shall be in accordance with gWorks' privacy policies and practices, which will be provided to Client upon request or is available here: <https://www.gworks.com/privacy-policy/>.

(d) If Client's credit card payment information is entered in error or if payment does not go through for processing and Client fails to update or correct such payment information upon gWorks' request, gWorks may immediately terminate these Terms of Service and suspend Client's account without notice. In the event of any termination or suspension hereunder, Client will still have access to those portions and features of the Service that are made available to Client for no charge.

(e) The Subscription Fee does not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state or federal jurisdiction that may be levied upon the Service or Client's use of the Site. If taxes should be imposed on any of the foregoing, Client will pay all such taxes (excluding taxes imposed on or measured by gWorks' income) and hold gWorks harmless for the payment of any and all such taxes.

(f) Upon term renewal, gWorks may increase the Client's annual Subscription Fees up to gWorks then-current list price or for changes to the Consumer Price Index. gWorks will notify the Client at least thirty (30) days in advance with the renewal term invoice, and the increased fees will apply at the start of the next renewal term. If the Client does not agree to this increase, either party can choose to terminate the renewal term at the end of the Client's then-current term per the termination provisions in this Agreement or as set forth in the Ordering Document.

5. CLIENT MATERIALS. Client acknowledges and agrees that, in order for Client to fully utilize certain portions of the Service, Client must input certain Client Materials into the Service via the Site or via the gWorks. By doing so, Client is not relinquishing any of its ownership or rights in and to such Client Materials. However, Client hereby grants to gWorks, and gWorks hereby accepts, a non-exclusive, sublicensable, perpetual, worldwide license to use, host, reproduce, store, enhance, supplement and otherwise distribute the Client Materials in any and all ways necessary for gWorks to provide to Client the Service, to generate the Site Deliverables, and for all other legitimate business purposes of gWorks related to the Service or Site (or with respect to gWorks' other legitimate business needs). Client, not gWorks, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Client Materials, and gWorks shall not be responsible or liable for the deletion, correction, inaccuracy, destruction, damage, loss or failure to store any Client Materials. Client acknowledges and agrees that gWorks is not responsible for examining or evaluating and makes no guarantees regarding the accuracy, completeness, timeliness, validity, legality,

decency, quality or any other aspect of the Client Materials, and gWorks shall have no liability to Client or any third party for its use of or reliance on the Client Materials. gWorks reserves the right to remove and/or discard Client Materials upon thirty (30) days written notice to the Client. If the Client does not claim the Client Materials or make arrangement to do so within thirty (30) days of gWorks providing the written notice to the Client, gWorks may remove and/or discard the Client Materials. gWorks will, upon request, provide Client with access to the Client Materials during the Term of these Terms of Service, in a form reasonably agreed to by gWorks and Client. The parties agree that gWorks will provide notice to the Client of any Client Materials of which it has possession upon termination of these Terms of Service. gWorks will maintain any such Client Materials for a period of thirty (30) days following termination of the agreement. If the Client or another representative of the State of Nebraska does not claim or make arrangements to claim the Client Materials within thirty (30) days after the notice, gWorks has no further obligation to maintain any Client Materials.

6. SITE DELIVERABLES. As part of the Service, gWorks may generate certain data, reports, studies, charts, presentations or other deliverables (collectively, the "Site Deliverables"). While gWorks makes extensive efforts to present accurate and up to date Site Deliverables, Client acknowledges that such Site Deliverables rely largely on the accuracy and currency of the third party data used by gWorks in connection therewith. Thus, gWorks makes no representations or warranties as to the Site Deliverables, and the Parties acknowledge that the Site Deliverables may be inaccurate, incomplete, unreliable or out of date. Client should independently verify the accuracy, completeness and relevance of any information it receives from gWorks as part of a Site Deliverable before relying on it for any purpose of material impact. gWorks is not responsible for damages from lost profits, loss of business or any other losses arising out of Client's use of or reliance on the Site Deliverables, Service or Site.

7. SERVICE RESTRICTIONS. Client agrees it will not: (a) rent, lease, license, loan, transfer, assign, sell, copy, sublicense, commercialize, distribute or otherwise use or provide access to the Site, the Service or Site Deliverables, or the underlying software used therein, in whole or in part, on a temporary or permanent basis, except as expressly permitted by these Terms of Service; (b) use the Service, the Site Deliverables, the underlying software used therein, or any portion thereof to create any tool, application or software product that can be used to create software applications of any nature whatsoever; (c) Use the Service, Site Deliverables, or the Site in any unlawful manner whatsoever; (d) Remove, alter, cover, obfuscate, and/or otherwise deface any proprietary notices on the Site or the Site Deliverables; (e) Access the Service by any means other than through the Site; (f) Spider, data-mine, scrape, probe or otherwise attempt to abuse the Site or Service; or (g) Modify, alter, adapt, copy, decompile, disassemble, reverse engineer, reverse assemble or emulate the functionality, reverse compile, attempt to derive the source code of, reduce to human readable form, or create derivative works of the Service, the Site or the underlying software used therein, in whole or in part.

8. REGISTRATION. Prior to Client being able to access the Service, Client may be required to register for the Service on the Site. Alternatively, Client may register for the Service by executing a written agreement (i.e. a Master Agreement or Ordering Document) with gWorks in the form provided to Client by gWorks. As part of the registration process, Client will be required to provide certain information, and may be awarded a username and password. Client shall remain responsible for maintaining the security of its account, including its username and password, and shall not disclose it to any third party except as

authorized herein. gWorks will not be responsible or liable for any loss or damage caused by Client's failure to comply with its security obligation. Client remains responsible for all activity occurring under its accounts, and shall notify gWorks immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

9. SUPPORT, MAINTENANCE AND UPGRADES.

(a) Provided Client is not in breach of these Terms of Service, and provided these Terms of Service remain in effect, gWorks will provide general support services related to the Service during the hours of 8:00 AM through 5:00 PM, CST, Monday through Friday (not including holidays). This schedule may change from time to time, as determined by gWorks in its sole discretion. General support services will include email communication during the time frame described above. Any support services beyond those described herein, or any support services provided outside of the time frame described above, may be provided by gWorks at gWorks' sole and absolute discretion, and upon terms determined by gWorks.

(b) Client understands and acknowledges that gWorks has the right to modify and update (or refrain from modifying and updating) the Site and Service at any time, provided however, that gWorks will notify Client of any material changes in the existing functionality or capabilities of the Service. Updates and improvements provided as part of gWorks' general maintenance services shall be made in gWorks' sole and absolute discretion. gWorks shall be under no obligation to provide any updates, improvements or enhancements. All right, title and interest to upgrades, enhancements, and special programming shall vest in and belong to gWorks. Client specifically acknowledges that some additional services or upgrades may be developed for the Service, for which gWorks may require the payment of additional fees or other terms and conditions in order for Client to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be Services hereunder absent payment of such fees or compliance with such conditions.

10. BACKUP; DISASTER RECOVERY; SECURITY.

(a) gWorks agrees to maintain, through itself or through third party service providers, backup and disaster recovery facilities sufficient to permit it to recover and make available to Client under these Terms of Service the Site, Service, Site Deliverables, and Client Materials within forty eight (48) hours of any system failures or data loss.

(b) gWorks shall maintain adequate security precautions to minimize the likelihood of any unauthorized access through the Internet to Client Materials or other data provided by Client to gWorks through the Site, including, among other things, the use of a secure server, protective firewalls and encryption.

11. OWNERSHIP OF INTELLECTUAL PROPERTY. Except with respect to the Client Materials, which gWorks acknowledges is the property of Client, Client acknowledges that gWorks and/or the third party sources of gWorks' information are the owners of all right, title and interest in and to all Intellectual Property in the Service, the Site, Site Deliverables, Third Party Products and the underlying software used therein, in any form whatsoever, including: a) the technology available as part of or embodied in the Service;

and b) all content, including but not limited to text, software, music, sound, photographs, video, graphics, plots, typeset formulas, tables, general page layouts, juxtapositions of data or other material contained in the Site, the Site Deliverables or otherwise provided as part of the Service. Client acknowledges that the Site, the Service, the Site Deliverables, and any other products or services offered by gWorks are protected by United States and international copyrights, patents, trademarks, service marks, trade secrets or other proprietary and intellectual property rights and laws, as applicable. Client acknowledges that it claims no proprietary rights in any Intellectual Property of gWorks, the Site, the Site Deliverables, the Service, or Third Party Products, and will be entitled to only such rights as are granted to Client pursuant to any and all agreements between gWorks and Client. The Site, the Site Deliverables, and the Service may be used only in accordance with the terms and conditions of these Terms of Service. All pending and/or registered trademarks and service marks, and other graphics, logos, and trade names used by gWorks in connection with the Site, the Site Deliverables, and the Service, and any other products or services offered by gWorks (collectively the "gWorks Trademarks") are the trademarks of gWorks or its content providers. gWorks and Client acknowledge that, in the event of any third party claim that the Site, the Site Deliverables, or the Service infringes such third party's Intellectual Property Rights, gWorks will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to these Terms of Service. For purposes of clarification, upon payment in full by Client of all applicable Subscription Fees, Client shall own the Site Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Site Deliverables as it sees fit, subject to Client's full and continued compliance with the terms of conditions of these Terms of Service.

12. CANCELLATION, TERM AND TERMINATION.

(a) **Term.** These Terms of Service shall become effective as of the Effective Date and shall continue in effect for the period of time set forth in the Ordering Document, unless and until terminated in accordance with these Terms of Service or upon termination of the Master Agreement entered into between the parties (collectively, the "Term").

Termination of these Terms of Service will not terminate the Master Agreement between the parties, but termination of the Master Agreement will automatically terminate these Terms of Service.

(b) **Termination.** These Terms of Service may be immediately terminated, in writing, by either Party as follows: (a) if the other Party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching Party; (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other Party.

(c) **Effect of Termination.** Upon termination of these Terms of Service for any reason, Client shall immediately cease any use of the Service, any Site Deliverables that have not been personally delivered to Client, and the Site. All fees otherwise due and payable shall be immediately paid. Annual fees are nonrefundable.

13. MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants as follows:

(a) It has all necessary power and authority to enter into these Terms of Service, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(b) The Terms of Service are and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(c) The execution, delivery and performance of these Terms of Service does not conflict with or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its property is bound.

14. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL GWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AND EVEN IF ANY OF THE LIMITED REMEDIES OF THESE TERMS OF SERVICE FAIL TO FULFILL ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, GWORKS SHALL NOT BE LIABLE TO CLIENT FOR ANY BREACH OF SECURITY ON THE SITE, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THESE TERMS OF SERVICE FAILS ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL GWORKS' AGGREGATE LIABILITY FOR DAMAGES UNDER THESE TERMS OF SERVICE CLAIMED BY CLIENT OR ANY THIRD PARTY ARISING FROM CLIENT'S USE OR RELIANCE ON THE SITE, SERVICE OR SITE DELIVERABLES EXCEED PAYMENTS MADE BY CLIENT TO GWORKS DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

15. NO WARRANTY. CLIENT AGREES TO USE THE SERVICE, THE SITE DELIVERABLES AND THE SITE AT ITS SOLE RISK, AND GWORKS SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ITS USE OR ACCESS OF OR RELIANCE ON THE SERVICE, THE SITE, OR THE SITE DELIVERABLES. CLIENT RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF GWORKS. CLIENT ALSO ACKNOWLEDGES THAT COMPUTER SYSTEMS ARE INHERENTLY UNSTABLE AND MAY MALFUNCTION OR CEASE TO FUNCTION AT ANY TIME WITHOUT WARNING. MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET MAY MAKE THE SERVICE OR SITE TEMPORARILY OR PERMANENTLY UNAVAILABLE. THE SERVICE, THIRD PARTY PRODUCTS, SITE DELIVERABLES, SITE, INTELLECTUAL PROPERTY AND ANY RELATED PRODUCTS AND SERVICES ARE SUPPLIED TO CLIENT "AS IS." NEITHER GWORKS NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GWORKS GIVES ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED THERETO, EXCEPT AS EXPRESSLY PROVIDED HEREIN. GWORKS DISCLAIMS, AND CLIENT EXPRESSLY WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.1 AND 2.2 OF THE MASTER SERVICES AGREEMENT, NEITHER GWORKS NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GWORKS MAKES

ANY WARRANTIES THAT (A) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, (B) THE SERVICE OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, SITE DELIVERABLES OR SITE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SITE DELIVERABLES, INFORMATION OR OTHER MATERIAL RECEIVED OR OBTAINED BY CLIENT THROUGH THE SERVICE, SITE DELIVERABLES OR SITE WILL MEET CLIENT'S EXPECTATIONS, OR (E) ANY ERRORS IN THE SOFTWARE USED TO OPERATE THE SERVICE AND SITE WILL BE CORRECTED. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SITE, INCLUDING THE SITE DELIVERABLES, ARE ACCESSED AT CLIENT'S OWN DISCRETION AND RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, THE SERVICE, THE SITE AND DATA MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GWORKS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. **INDEMNITY.** Each party, gWorks and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; or (b) any personal injury (including death) or property damage arising out of, resulting to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

17. **CONFIDENTIALITY.** During the Term of these Terms of Service, gWorks may provide the Client with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, the Site Deliverables, all code, inventions, techniques, algorithms, know-how and ideas, all business, financial and technical trade secrets, any written information which is marked "Confidential," any information which is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within thirty (30) days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. However, "Confidential Information" will not include information that (a) is publicly known at the time of its disclosure or becomes publicly known thereafter through no fault of the Client; (b) is lawfully received by the Client from a third party not under an obligation of confidentiality to the gWorks, (c) is published or otherwise made known to the public by the gWorks, or (d) was generated independently by the Client before disclosure by the gWorks. The Client will refrain from using the gWorks' Confidential Information except to the extent necessary to exercise its rights or perform its obligations under these Terms of

Service. The Client will likewise restrict its disclosure of the gWorks' Confidential Information to those who have an absolute need to know such Confidential Information in order for the Client to perform its obligations and enjoy its rights under these Terms of Service. Such persons will be informed of and will agree to the provisions of this Section 17 and the Client will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them.

18. FORCE MAJEURE. Neither Party shall be liable for damages hereunder for a delay or failure in its performance of any obligation under these Terms of Service as a result of causes beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism, labor disputes, lockouts, embargoes, insurrection, riots, inability to obtain materials or labor due to governmental acts, rules, regulations or directives, utility or communication interruptions, transportation delays, power failure, computer failure, breakdown of machinery, accidents, fires, floods or other natural disasters (each a "Force Majeure Event"). Upon the giving of prompt written notice to the other Party of a Force Majeure Event, the time of performance by the Party so affected shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

19. LINKS TO THIRD PARTY SITES. The Site and Services may include links that will take Client to other sites outside of the Site ("Linked Sites"). The Linked Sites are provided by gWorks to Client as a convenience and the inclusion of the links do not imply any endorsement by gWorks of any Linked Site. gWorks has no control of the Linked Sites and Client therefore acknowledges and agrees that gWorks is not responsible for the contents of any Linked Site, any link contained in a Linked Site or any changes or updates to a Linked Site. Client further acknowledges and agrees that gWorks is not responsible for any form of transmission (e.g. webcasting) received from any Linked Site.

20. GENERAL INFORMATION.

(a) Client will be responsible for providing any hardware, devices or applications necessary to access the Site, Service, Site Deliverables and Client Materials and to otherwise make the Client Materials available to gWorks in order to permit it to provide the Service or access the Site.

(b) These Terms of Service shall be governed by Section 10.6 of the Master Services Agreement when the parties have a dispute.

(c) If Client should have any questions, complaints or claims with respect to the Service, such questions, complaints or claims should be directed to:

GIS Workshop, LLC dba gWorks
Client Success Department
3905 S. 148th St., Ste 200, Omaha, NE 68144
info@gworks.com
(888) 608-7666

(d) These Terms of Service may not be assigned or transferred by Client without the express written consent of gWorks, which may be granted or withheld in gWorks' sole discretion. These Terms of Service may not be assigned or transferred by gWorks without the express written consent of Client which may be granted or withheld in Client's sole

discretion, provided, however, that gWorks may assign these Terms of Service in the event of a sale of all or substantially all of its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares without the express written consent of Client.

(e) The words “or” and “nor” are inclusive and include “and.” “Including” means “including without limitation” and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to “Sections” shall mean the Sections of the Terms of Service, unless otherwise expressly indicated. The headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of these Terms of Service, nor shall they affect the meaning, construction or effect of the Terms of Service.

(f) These Terms of Service constitute the entire agreement of the Parties regarding the subject matter herein and supersede all prior or contemporaneous agreements, understandings or communications between the parties, whether written or oral. Except as provided in the Agreement, these Terms of Service may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each Party hereto.

(g) No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Service.

(h) If any provision of these Terms of Service or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of these Terms of Service shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and provisions of these Terms of Service in order to comply with applicable laws, rules or regulations shall not be considered a breach of these Terms of Service. The provisions that expressly or by their nature survive the termination of these Terms of Service, or those provisions that will not be fully performed upon termination or expiration of these Terms of Service, shall survive the termination or expiration of these Terms of Service, as applicable.

(i) Client shall comply with all applicable laws, rules, and regulations with respect to the performance of its obligations hereunder and otherwise with respect to its access and use of the Site and Service, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client resides.

(j) The terms that, either expressly survive the termination of these Terms of Service or by their nature will not fully be performed during the Term, including but not limited to Sections 11, 12(c), 14, 15, 16, 17, 20(b) and this Section 20(j), shall survive the termination or expiration of these Terms of Service.

21. ADDITIONAL TERMS AND CONDITIONS FOR ACH TRANSACTIONS.

(a) **General.** This Section 21 shall only apply to the automated clearing house ("ACH") services provided by or on behalf of gWorks, which may include payroll processing, payroll tax payments, direct deposit services for employees, and contractor and vendor payments, as incorporated as features of products and services offered by gWorks as part of the human resources hub ("HR Hub") and the finance hub ("Finance Hub") (collectively "ACH Services"). By subscribing to, accessing or using the ACH Services, Client agrees to be bound by this Section 21, in addition to all other provisions of these Terms of Service, and any additional terms, conditions, rules or policies that are provided to Client in connection with the ACH Services. To receive the ACH Services, Client may need to agree to additional terms and conditions and complete and sign additional forms or authorizations that gWorks or third parties provide to Client.

(b) **ACH Account.** The ACH Services will enable Client to enter, approve and submit Client Materials, including but not limited to payroll and accounts payable information, for creation, formatting, and transmission of credit and debit entries ("Entries") in accordance with the National Automated Clearing House Association Operating Rules & Guidelines, as the same may be amended from time to time (the "NACHA Rules"), and for gWorks to process such Client Materials and Entries. Entries will be initiated by gWorks out of Client's designated account (the "Account") at Client's financial institution ("Bank"), and credited to the account(s) designated by Client, in accordance with the Entry and payment instructions provided by Client, these Terms of Service and the Master Services Agreement. If Client desires gWorks to upload into the Services Client's Bank and Account information, then gWorks may, in its sole discretion, but is not required to, upload Client's Bank and Account information into the Services, and such services will be charged at gWorks then-standard rates. gWorks may use the Client Materials provided by Client for all legitimate business purposes of gWorks related to the ACH Services.

(c) **Required Information.** Prior to the provision of the ACH Services, Client must submit the completed and executed documents gWorks requires for providing the ACH Services, including Client's payroll, employee, Bank, and Account documents, any required federal, state, or local powers of attorney, and any additional documents or information requested by gWorks. The ACH Services provided will be based on and are dependent upon the Client Materials provided to gWorks by Client (including proof of federal, state, and local tax identification numbers). Failure to provide the required Client Materials and documents may adversely impact gWorks' ability to perform the ACH Services.

(d) **Entries.** gWorks may reject any Entry which does not comply with the requirements in these Terms of Service, the Master Services Agreement, or NACHA Rules, or with respect to which the Account does not contain sufficient available funds to process the applicable Entry. gWorks will have no liability to Client for the rejection of any Entry or any Claims directly or indirectly arising therefrom. If Client requests that gWorks corrects any Entries on Client's behalf, gWorks may attempt to do so; provided, however, that gWorks is not obligated to make any requested correction, and gWorks is not liable for any Claims or other consequences that may directly or indirectly result from gWorks' attempt to correct, or failure to correct, such Entries. Client acknowledges that if sufficient funds are not available in the Account for gWorks to process an Entry, (i) Client will immediately become solely responsible for all tax deposits and filings, all employee wages, all Client third-party payments (e.g., customer and vendor payments) and all related penalties and interest due then and thereafter, (ii) any and all ACH Services may, at gWorks' option, be immediately terminated, and (iii) gWorks will not have any further obligation to Client or any third party with respect to any such ACH Services.

(e) **Client Representations and Warranties.** Client, as an Originator (as defined in the NACHA Rules), makes the following representations, warranties, covenants, certifications, authorizations and acknowledgments:

(1) Client (a) agrees to be bound by and warrants it will comply with the NACHA Rules, (b) warrants it will not submit Entries that violate the laws of the United States, (c) warrants it will comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network), (d) acknowledges and agrees that gWorks shall have the right to audit Client's compliance with the provisions of these Terms of Service, the Master Services Agreement and the NACHA Rules, and (e) acknowledges and agrees that gWorks shall have the right to suspend or terminate initiating ACH Services immediately upon notice to Client in the event Client breaches any of the NACHA Rules, these Terms of Service or the Master Services Agreement;

(2) Client (a) certifies that it has not been suspended and does not appear on a National Association list of suspended Originators, and (b) warrants that it will not transmit any Entry if it has been suspended or appears on a National Association list of suspended Originators;

(3) Client authorizes gWorks to initiate Entries on behalf of Client to its Receivers' (as defined in the NACHA Rules) accounts and Client agrees to be financially responsible to the Bank (i.e. the Originating Depository Financial Institution as defined in the NACHA Rules) for all Entries initiated by gWorks on Client's behalf;

(4) Client acknowledges and agrees that gWorks and the Bank (a) may restrict certain types of Entries, (b) shall have the right to reject any Entry or series of Entries, and (c) shall have the right to reverse Erroneous Entries (as defined in the NACHA Rules);

(5) Client represents, warrants and certifies that (a) prior to submission, each Entry has been properly authorized by Client and the Receiver in accordance with the NACHA Rules, and that (i) the authorization has not been revoked, (ii) these Terms of Service and the Master Service Agreement have not been terminated, (iii) Client has no knowledge of the revocation of the Receiver's authorization or termination of the agreement between the Receiver and the RDFI concerning the Entry, and (iv) at the time the Entry is processed by a RDFI (as defined in the NACHA Rules), the authorization for that Entry has not been terminated, in whole or in part, by operation of law, (b) Client will retain all authorizations for a minimum of two (2) years following termination or revocation of the authorization, and (c) Client will provide a copy of such authorization to gWorks upon request;

(6) Client represents, warrants and certifies that (a) all Client Materials for credit and debit Entries will be accurate and timely, and (b) each Entry will contain all information required by the NACHA Rules for specific Entry types, including, but not limited to, the Receiver's correct account number, dollar amount of the Entry, Client's Name, Client's Entry description;

(7) Client acknowledges and agrees that (a) Client shall be responsible for promptly detecting and correcting any errors, (b) any Entry or Client Materials sent to gWorks that identifies the Receiver inconsistently by name and account number may be processed by Bank based solely on the account number provided, and (c) gWorks is authorized to take such measures as gWorks deems appropriate to carry out the intent of Client in completing any particular Entry, including, but not limited to, gWorks may contact Client or may attempt to retransmit any Return Entry (as defined in the NACHA Rules);

(8) Client agrees to implement and maintain safeguards to protect against (a) any unauthorized access to confidential information being stored, processed or transmitted in connection with Entries, and (b) submission of fraudulent Client Materials or Entries purportedly on Client's behalf; and

(9) Client represents and warrants, to the extent applicable, that (a) the origination of each IAT Entry shall comply with the laws and payment systems rules of the receiving country, and (b) any submission by Client requiring initiation of an IAT Entry by gWorks shall include the name and physical address of each of Client and the Receiver, the account number of the Receiver and the identity of the Receiver's bank, bank ID number and bank branch code.

(f) **Disclaimers.** In gWorks' performance of the ACH Service, Client acknowledges and agrees that (i) gWorks is not acting in a fiduciary or trustee capacity for Client or its employees or independent contractors, and gWorks is only a facilitator (and not a party) to any Entries and payment transactions as part of the ACH Services, (ii) using the ACH Services does not relieve Client's obligations under local, state, or federal laws or regulations as related to the transactions processed as part of the ACH Services, which without limiting the generality of the foregoing shall include any payroll taxes and withholdings liabilities of Client, and (iii) gWorks solely provides a platform for the ACH Services, gWorks is not a regulated financial institution, and any information that gWorks provides in connection with the ACH Services is for informational purposes only and should not be construed by Client as legal, tax, financial or accounting advice. Client shall indemnify gWorks, its affiliates, officers, directors, agents, and employees, from and against any Claims arising out of or resulting from the debiting or crediting of any Entry or a breach by Client of this Section 21.

CLIENT ACKNOWLEDGES THAT IT HAS READ THESE TERMS OF SERVICE, UNDERSTANDS THEM, AND WILL BE BOUND BY THE PROVISIONS CONTAINED HEREIN. CLIENT FURTHER ACKNOWLEDGES THAT THESE TERMS OF SERVICE MAY NOT BE AMENDED BY CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF GWORKS.



May 23, 2023

Mike Swaro
Acting / Area Wildlife Manager
PO Box 1181
Meeker, CO. 81641

Mike Swaro,

The Moffat County Commissioners appreciate the notice of the proposed Paradise Acres Conservation Easement. We also appreciate the discussion with you on May 15, 2023 and following correspondence. As you are aware, Moffat County owns over 900 acres of mineral rights under the proposed easement. We have reviewed and support the mineral access language CPW incorporated into the proposed easement. The Moffat County Commissioners support Mr. Bekkedahl's ability to do with his property as he deems in his best interest. We acknowledge notice of the easement proposal but will remain neutral and not support or oppose the easement. Thank you for the opportunity to comment on this issue.

Respectfully,

Tony Bohrer, Chairman
Moffat County Commissioners

Office of the County Commissioners
1198 West Victory Way, Ste. 104
Craig, CO 81625
(970) 824-5517 Office
(970) 824-9191 Facsimile
Website: <https://colorado.gov/moffat>

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Angel Nicolas Inc. has applied for a Special Events Liquor License for a dance at the Moffat County Ice Arena, being held at Loudy-Simpson Park, on June 9th, 2023. Liquor will be served between 9:00 p.m. until 2:00 a.m.

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

- ☒ Social ☐ Athletic ☐ Philanthropic Institution
☐ Fraternal ☐ Chartered Branch, Lodge or Chapter ☐ Political Candidate
☐ Patriotic ☐ National Organization or Society ☐ Municipality Owned Arts Facilities
☐ Political ☐ Religious Institution

LIAB		Type of Special Event Applicant Is Applying for:		DO NOT WRITE IN THIS SPACE	
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor				Liquor Permit Number	
2170 <input type="checkbox"/> Fermented Malt Beverage					
1. Name of Applicant Organization or Political Candidate Angel Nicolas Inc.				State Sales Tax Number (Required) 84-4320670	
2. Mailing Address of Organization or Political Candidate (include Street, city/town and ZIP) 15650 E. Purdue Dr Aurora, CO 80013		3. Address of Place to Have Special Event (include street, city/town and ZIP) Moffat County Ice Arena 1009 S. Ranney ST Craig CO 81625			
4. Authorized Representative of Qualifying Organization or Political Candidate Angel Pedemonte		Date of Birth 9/17/85		Phone Number 720 315 3734	
Authorized Representative's Mailing Address (if different than address provided in Question 2.) Same					
5. Event Manager Saul Hernandez		Date of Birth 12/31/1975		Phone Number 719-293-4064	
Event Manager Home Address (Street, City, State, ZIP) Po Box 3115 Avon CO 81620		Email Address of Event Manager Saulhern75@gmail.com			
6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____		7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____			
8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? <input type="checkbox"/> Yes <input type="checkbox"/> No					
List Below the Exact Date(s) for Which Application Is Being Made for Permit					
Date 6/19/23	Date	Date	Date	Date	
Hours From 9:00P.m. To 2:00am.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.
Date	Date	Date	Date	Date	
Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.
Date	Date	Date	Date	Date	
Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.
Oath of Applicant					
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.					
Signature Angel Pedemonte		Title President		Date 5/17/2023	
Report and Approval of Local Licensing Authority (City or County)					
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.					
THEREFORE, THIS APPLICATION IS APPROVED.					
Local Licensing Authority (City or County) Moffat County		<input type="checkbox"/> City <input checked="" type="checkbox"/> County		Telephone Number of City/County Clerk 970-824-9123	
Signature Stacy Morgan		Title Clerk and Recorder		Date 5-23-23	
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY					
Liability Information					
License Account Number	Liability Date	State	Total		
		-750 (999)	\$		

(Instructions on Reverse Side)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

ANGEL NICOLAS INC

is a

Nonprofit Corporation

formed or registered on 01/16/2020 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20201042472 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/28/2023 that have been posted, and by documents delivered to this office electronically through 05/01/2023 @ 15:35:05 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/01/2023 @ 15:35:05 in accordance with applicable law. This certificate is assigned Confirmation Number 14925305 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

Signage - No alcohol
beyond this point

Food truck

Parking

* No Alcohol will be
Sold or allowed outside
of Building

Poth Station

Entrance

Security Posted at each
Entrance

MC & G Arena

Band entrance

* Signage - No alcohol
Beyond this point

Door set in 1/4 way in doors

Event 6-10-25
NO ALCOHOL ALLOWED
Beyond this point

Garage Door
Band entry

Stage
tables

Bar
Post

Chairs, pool
to be used for
Alcohol Sec

Bar
Post

NO ALCOHOL
Allowed Beyond
this point

Main
entrance

Pottys to be set outside
Close to main entrance

CWE23001

**YAMPA WATER SUPPLY
CONTRACT**

This Contract is made between the COLORADO RIVER WATER CONSERVATION DISTRICT (herein the "River District"), a political subdivision of the State of Colorado acting by and through its Colorado River Water Projects Enterprise, and the BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY, COLORADO (herein "Contractor") effective as of the date of the River District's execution indicated below.

RECITALS

A. The River District is authorized to contract to deliver water for beneficial use from River District water projects pursuant to provisions of C.R.S. § 37-46-101, *et seq.* (herein "River District Organic Act").

B. The River District's Board of Directors has adopted a Water Marketing Policy, as revised by the Board from time to time, to provide for the use of water available from the River District's sources of supply pursuant to contracts, and that Water Marketing Policy is to be implemented through the River District's Water Projects Enterprise.

C. Contractor has a need for wholesale water supply, demonstrated in its submittal to the River District pursuant to the Water Marketing Policy's contracting process, in the amount of one (1) acre foot annually of Yampa River Supply for municipal/industrial and agricultural purposes, which beneficial uses will be accomplished by Contractor generally within Moffat County, Colorado, in the area shown in the map attached hereto as Exhibit A, by ground water diversions from or within the Yampa River drainage.

AGREEMENT

The foregoing Recitals are incorporated into this agreement between the River District and Contractor.

DEFINITIONS

In this Contract certain terms will have definitions as stated below:

- The "River District" means the Colorado River Water Conservation District created and existing pursuant to the River District Organic Act defined in Recital A and acting by and through its Colorado River Water Projects Enterprise which is currently described and memorialized in the Resolution of the Colorado River Water Conservation District's Board of Directors dated April 20, 2005.
- The "Project" means the River District's Yampa River Basin Supply from Elkhead Reservoir, pursuant to the water right decree dated May 9, 2005, in Case No. 02CW106, Water Division 6.

- “Agricultural” means the use of water for commercial production of agricultural crops and livestock and other uses consistent with any right decreed for irrigation purposes, which uses are made on a parcel of land of at least ten acres.
- “Municipal and Industrial” means the use of water by individuals, cities, towns, public or quasi-public districts, private corporations, homeowners associations, or other entities for domestic, municipal, and miscellaneous related purposes as those terms are traditionally and commonly construed, including the use of water for purposes of producing or processing a non-agricultural product or service for sale, including without limitation, such uses as manufacturing, mining, milling, land reclamation, golf course irrigation, snowmaking, and non-hydroelectric power generation; but excepting the agricultural use of water defined herein.
- “Contracted Water” means the water which is the subject of this Contract which is to be released and delivered by the River District and used by Contractor. The Contracted Water is one (1) acre foot of Yampa River Supply available during each Project Year during the term of this Contract, subject to the provisions hereof, for Contractor’s use without right of carryover of any amount not used in any Project Year.
- “Project Year” means a period of time from July 1 through and including the subsequent June 30.
- “Water Marketing Policy” means the River District’s policy statement as revised and readopted as of the execution date of this Contract and as the same may be amended in the future.

1. River District Water Delivery Obligations and Responsibilities.

- a. Delivery. The River District will deliver the Contracted Water at the outlet works of Elkhead Reservoir into the receiving natural streams in quantities provided herein. Unless otherwise agreed to by the River District’s General Manager based upon written request of Contractor, the River District will make releases or request that releases be made for Contractor, based upon Contractor’s written schedule of anticipated demand, adjusted as necessary by the ongoing status of river administration *vis-a-vis* the priority status of Contractor’s diversions, provided that the releases can be made within the operational limitations of the River District’s project facilities as determined by the River District in its sole discretion. Contractor shall be solely responsible after delivery for the legal and physical delivery and use of the Contracted Water.
- b. Delivery Contingencies. The River District’s delivery of Contracted Water shall be subject to Contractor’s payments pursuant to paragraph 3 below, and the provisions for curtailment of deliveries in paragraph 5 below.

- c. Water Measurements. The River District shall measure at the outlet works of the Contracted Water's sources of supply all Contracted Water and shall notify the Division Engineer of Colorado Water Division No. 6 of the date, time and amount of Contracted Water released pursuant to this Contract. Copies of such records shall be provided to Contractor upon request.
 - d. Water Quality. The River District shall have no obligation to Contractor or any other person regarding and makes no warranties or representations to Contractor concerning the quality of Contracted Water delivered pursuant to this Contract by releases of raw water to natural streams.
 - e. Maintenance of Facilities. The River District, to the extent that it has ownership and maintenance control, shall use its best efforts to maintain in good working condition the water storage and release facilities of the Contracted Water.
 - f. Withholding of Delivery. The River District may withhold deliveries of Contracted Water in the event of Contractor's nonpayment for Contracted Water or any other breach of this Contract by Contractor. Such remedy shall not be the River District's exclusive remedy in the event of any such breach.
 - g. Delivery from Primary or Alternate Sources. The River District will deliver the Contracted Water from the sources of the Project described herein, which will meet the Contractor's need to satisfy calls by senior water rights or the Contractor's physical need for any direct delivery of Contracted Water to Contractor's diversions. Subject to meeting those objectives, the River District reserves the right to provide all or any of the Contracted Water to Contractor from alternate reservoirs for Contractor's use, provided that the alternate sources are suitable to physically satisfy calls by senior water rights or Contractor's need for direct delivery.
2. Contractor's Water Use Obligations and Responsibilities.
- a. Scheduling of Use. Contractor has provided the River District a preliminary written schedule of its anticipated monthly demands for the Contracted Water during the Project Year (July 2023 - June 2024). The schedule provided by Contractor in its application for this Contract shall serve as the schedule to be used until it is modified in a written notice given by Contractor to the River District, or as necessary in response to river administration of the Contractor's diversions. The schedule shall identify the volume of any Contracted Water anticipated by Contractor not to be needed by it during any particular Project Year. Contractor shall update said schedule periodically during the Project Year as conditions require and give the River District written notice of all such revisions.
 - b. Carriage Losses. Contractor shall bear carriage losses in such amount as is determined by the Division Engineer for Colorado Water Division No. 6, from

the point of delivery of Contracted Water to Contractor's point(s) of use and/or exchange or augmentation.

- c. Use Per Contract and Law. Contractor's use of Contracted Water shall in all instances be in accordance with the terms of this Contract, the permits and decrees of the Project, the Water Marketing Policy, as it may change from time to time, and in accordance with applicable law and all decrees related to the Contracted Water. Contractor is not authorized to apply for or secure any change in the water rights for or associated with any of the sources of supply of the Contracted Water.
- d. Legal Approvals. Contractor shall at its sole expense adjudicate a plan or plans for augmentation or exchange and/or secure administrative approvals of any temporary substitute supply plans which are needed for Contractor to use its Contracted Water. Any such plans shall identify Elkhead Reservoir as the source of supply. If Contractor intends to make any application(s) for any augmentation or exchange plan(s) or substitute supply plan(s) needed for Contractor to use its Contracted Water, Contractor shall submit the proposed application(s) to the River District within a reasonable time before Contractor proposes to file such application(s). The River District shall grant written approval of such applications before they are submitted or filed, and the River District's approval shall not be unreasonably withheld. The River District may in its discretion become a co-applicant in the prosecution of any such applications for the purpose of protecting its water rights and related policies. Contractor shall cause to be included in any final decree of the Water Court a provision conditioning Contractor's use of the Contracted Water on the existence of a River District contract.
- e. Limitation on Disposition.
 - i. Contractor shall not sublet, sell, donate, loan, assign or otherwise dispose of any of its rights to this Contract or to Contracted Water without prior written notice to, and the written approval of, the River District and the payment of a transfer fee at the prevailing rate set forth in the Water Marketing Policy. The River District's approval of such disposition shall be granted in all instances in which the Contractor is transferring the water system which supplies the Contracted Water, or a permanent transfer of the Contract is to be made to a successor in interest of Contractor by reason of the transfer of the title or other legal right to use the property served by the Contracted Water, or where the transfer is made to an entity such as a homeowners' association or special district created to serve the property originally represented to the River District to be served with the Contracted Water.
 - ii. The assignment of a Contract is subject to the Water Marketing Policy as revised as of the effective date of the assignment. In accordance with

this subparagraph (ii), any assignee must pay for the Contracted Water at the then-current price determined by the River District Board of Directors.

- f. Contractor's Water Rates. Contractor may charge its water customers who are supplied with Contracted Water such rates and charges as are permitted by Colorado law.
- g. Nondiscrimination. Contractor shall not discriminate in the availability of or charges for any water service or water supply made available pursuant to or based upon the Contracted Water on account of race, color, religion, or national origin or any other criteria prohibited under state or federal law.
- h. Accounting of Use. Contractor shall maintain an accounting of its use of all water used or supplied by Contractor on form(s) acceptable to the River District specifically for the purpose of enabling the River District to prove the use of River District Project water rights and to administer and operate the Project and water right decrees and/or administrative approvals related to Contractor's use of Contracted Water. Contractor shall submit its accounting forms and records to the River District promptly upon request and shall assist the River District as it may reasonably request in presenting and/or verifying such evidence of use in court or before administrative agencies by testimony of Contractor or its authorized and informed officers or agents.
- i. Section 404 of the Clean Water Act (33 U.S.C. 1344) regulates the discharge of dredged or fill material into the waters of the United States. Contractor shall consult with the Army Corps of Engineers if construction of facilities necessary to use the Contracted Water requires Section 404 compliance, which may include obtaining a permit. Further consultation and approval by the United States Fish and Wildlife Service may be required to ensure compliance with the Endangered Species Act (16 U.S.C. 1531, *et seq.*) if Contractor proposes physical alterations to the designated critical habitat of the Yampa River endangered fish species.

3. Contractor's Payments.

- a. In addition to the application fee already paid by Contractor, in order for the River District's delivery obligation to become effective, Contractor shall pay to the River District on the execution of this Contract the total sum of \$226.50, being \$226.50 for each acre foot of one (1) acre feet of Contracted Water for the Project Year (July 2023-June 2024). Thereafter, the River District shall provide Contractor an annual invoice for the Contracted Water, and Contractor shall pay the invoice within thirty (30) days of receipt. The price for each type of water will be reviewed and set annually by the River District's Enterprise Board of Directors (which decision normally will be made prior to March 1 each year). Any annual increase in the contract price shall not exceed the then-

current published Consumer Price Index (CPI) plus New Growth Index (NGI).

- b. Contractor also shall pay any special assessment levied by the River District on Contractor to recoup all or a portion of costs attributable to extraordinary maintenance incurred by the River District or assess upon the River District by its third-party water suppliers.

4. Contract Term.

- a. Except in the event of an early termination or partial termination as provided for in paragraph 6 below and subject to the other terms and conditions of this Contract, the term of this Contract shall be for a period of up to forty (40) years from the date of the execution of this Contract (through June 30, 2063).
- b. At the end of the 40-year term of this Contract (June 30, 2063), the Contractor shall have the right to renew this Contract for the same Contracted Water amount for a secondary term of thirty-five (35) years, upon such terms and conditions as the River District is offering at that time, provided that the River District is offering up the full amount of Contracted Water for lease. In the event that the River District, on a non-discriminatory basis, decides not to offer up the full amount of the Contracted Water for lease, Contractor shall have the right to renew for a secondary term of thirty-five (35) years such lesser portion of the Contracted Water as may be offered by the River District. If Contractor desires to so renew this Contract, it shall provide the River District written notice of its intention to do so at least ninety (90) days prior to the expiration of the initial term of this Contract. Thereafter, and prior to the expiration of the initial term, the River District and Contractor shall execute a supplemental agreement of renewal in a form mutually acceptable to the River District and Contractor. If such notice of intention to renew is not provided and such supplemental agreement is not executed, no renewal term shall commence.
- c. Upon renewal, the following terms of this Contract shall be subject to revisions:
 - i. The price of water shall be based on the then-current water price as determined by the River District.
 - ii. The need or appropriateness of any conservation plan concerning Contractor's use of Contracted Water as determined by the River District.

5. Water Shortage. In the event that the River District is unable, because of either legal or physical reasons (including, but not limited to, hydrologic shortages and operational restrictions), to deliver any or all of the full amount of water contracted from the Project, including the Contracted Water, the River District reserves the right to apportion the Project's available water among its several contractors, including

Contractor, in the manner provided in paragraph 6 of the Water Marketing Policy.

6. Contract Termination.

a. Termination by River District.

- i. The River District may terminate this Contract for any violation or breach of the terms of this Contract by Contractor, including Contractor's failure to pay timely any sum or amount due under this Contract within thirty (30) days after receiving written notice from the River District of such breach.
- ii. The River District also may terminate this Contract if, in its discretion, any judicial or administrative proceedings initiated by Contractor as contemplated in subparagraph 2.d above, threaten the River District's authority to contract for delivery of Project Water or the River District's water rights, permits, or other interests associated with the Project.
- iii. The River District may terminate this Contract if its legal ability to deliver Contracted Water is materially impaired or is eliminated because of the termination or adverse modification of permits, decrees or other authorizations which are needed to deliver the Contracted Water.

b. Termination by Contractor.

- i. Contractor may terminate this Contract in its entirety for any reason by giving the River District at least thirty (30) days advance notice prior to the due date of Contractor's next annual payment.
- ii. Every fifth year after the year in which this Contract is executed, Contractor may partially terminate this Contract as to the amount of Contracted Water by giving the River District at least thirty (30) days advance notice prior to the due date of Contractor's next annual payment. Partial termination by Contractor shall not exceed more than fifty percent (50%) of the amount of Contracted Water which is then under contract.
- iii. Within thirty (30) days of final approval of the Water Court application contemplated by subparagraph 2.d. above, Contractor may by written notice to the River District partially terminate this Contract as to the amount of Contracted Water which is not needed under that approval.

c. Notice of Termination to Affected Officials. The River District will notify the Division Engineer and any other appropriate governmental officials of any full or partial contract termination except for any partial termination under subparagraph 6.b.(iii).

7. Force Majeure. The River District shall not be responsible for any losses or damages incurred as a result of the River District's inability to perform pursuant to this Agreement due to the following causes if beyond the River District's control and when occurring through no direct or indirect fault of the River District, including without limitation: acts of God; natural disasters; actions or failure to act by governmental authorities; unavailability of supplies or equipment critical to the River District's ability to perform; major equipment or facility breakdown; and changes in Colorado or federal law, including, without limitation, changes in any permit requirements.

8. Miscellaneous/Standard Provisions.

a. Notices.

- i. All notices required or appropriate under or pursuant to this Contract shall be given in writing mailed or delivered to the parties at the following addresses:

River District:

Colorado River Water Conservation
District Attention: General Manager
201 Centennial Street, Suite 200
Glenwood Springs, Colorado 81601
Phone: (970) 945-8522
Fax: (970) 945-8799

Contractor:

Board of County Commissioners
c/o County Attorney's Office
Moffat County, Colorado
1198 W. Victory Way, Ste. 202
Craig, Colorado 81625
Phone: (970) 824-7041
Fax: (970) 824-9190

- ii. Either party may, by written notice given in accordance with this provision, change the address to which notices to it shall be mailed or delivered.

- b. Amendments. No amendment, modification, or novation of this contract or its provisions and implementation shall be effective unless documented in writing which is approved and executed by both parties with the same formality as they have approved and executed this Contract.

- c. This Contract is subject to the River District's Water Marketing Policy, as it may be revised from time to time by the River District's Board.

COLORADO RIVER WATER
CONSERVATION DISTRICT acting by and
through its Colorado River Water Projects
Enterprise

DATE: _____

By: _____
Andrew A. Mueller
General Manager/Secretary

ATTEST:

Audrey Turner, Chief of Operations

CONTRACTOR:
BOARD OF COUNTY
COMMISSIONERS OF MOFFAT
COUNTY, COLORADO

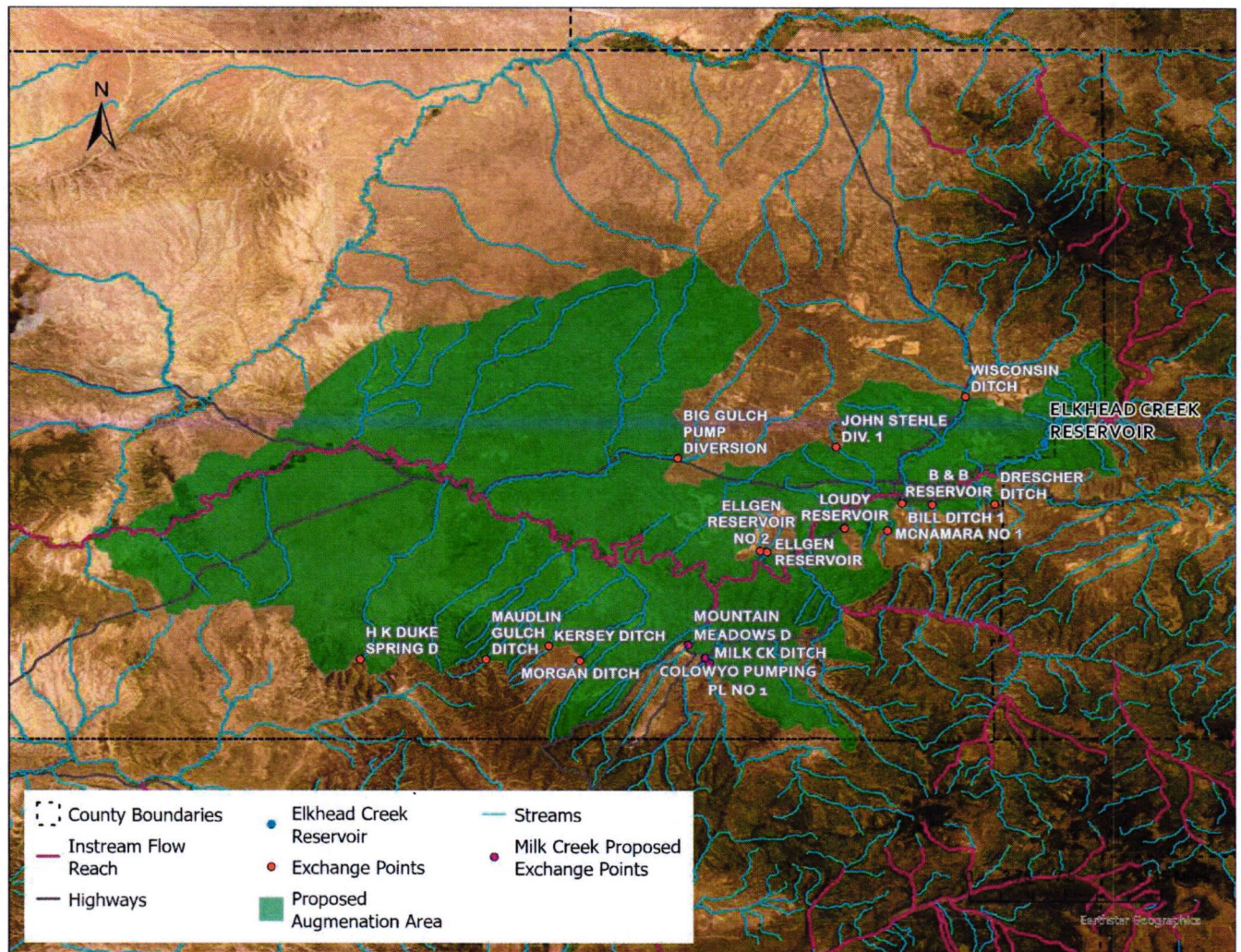
DATE: _____

By: _____

Name: _____

Title: _____

EXHIBIT A



**OPTION CONTRACT
FOR LEASE OF ELKHEAD RESERVOIR WATER**

THIS OPTION CONTRACT is made between the COLORADO RIVER WATER CONSERVATION DISTRICT, acting by and through its COLORADO RIVER WATER PROJECTS ENTERPRISE, (herein the "River District"), whose mailing address is P.O. Box 1120 Glenwood Springs, Colorado 81602, and the BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY, COLORADO (herein "Moffat County") whose mailing address is 1198 W. Victory Way, Ste. 202, Craig, Colorado 81625.

Recitals

- A. The River District is authorized to contract to deliver water for beneficial use from River District water projects pursuant to provisions of C.R.S. § 37-46-101, *et seq.*
- B. The River District has a water storage right for Elkhead Reservoir, decreed in Case No. 02CW106, District Court for Colorado, Water Division No. 6 ("Elkhead Water"). The River District's Elkhead Water is available for contract to agricultural, municipal, industrial and other water users.
- C. The River District's Board of Directors has adopted a Yampa River Water Marketing Policy ("Water Marketing Policy"), as revised by the Board from time to time, to provide for the use of water available from the River District's water supply in Elkhead Reservoir, and that Water Marketing Policy is to be implemented through the River District's Water Projects Enterprise. The River District's Water Marketing Policy, including any subsequent revisions, is incorporated herein by this reference.
- D. Moffat County has a need for a wholesale water supply. Moffat County is developing an area-wide augmentation plan, by which it will provide water allotment contracts to various contractees for domestic, irrigation, commercial, industrial, agricultural and other approved uses within the augmentation plan boundaries within the Yampa River drainage.
- E. Moffat County desires to enter into an Option Contract to lease 200 acre feet of Elkhead Water from the River District for use in its local augmentation program. Likewise, the River District, by decision of its Board of Directors, desires to enter into an Option Contract with Moffat County for the lease of 200 acre feet of Elkhead Water.

AGREEMENT

The foregoing Recitals are incorporated into this agreement between the River District and Moffat County.

- 1. Option. In consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the simultaneous leasing of 1 acre foot of Elkhead Water by Moffat County, and further payments as described in paragraph 2 below, the River

OPTION CONTRACT FOR LEASE OF ELKHEAD RESERVOIR WATER

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District hereby grants to Moffat County the option to lease 200 acre feet of the River District's Elkhead Water.

2. Option Payments. Moffat County shall pay to the River District, on an annual basis, the following option fee for each acre foot of the 200 acre feet of Elkhead Water regardless of whether or not Moffat County exercises the Option. The amount of the option fee shall be five percent (5%) of the River District's then current contract price as set by the River District's Board of Directors until the sooner of either five years from execution of this Option Contract or such time as the County has enrolled thirty-five (35) or more participants in its augmentation plan. After that Moffat County shall pay the River District ten percent (10%) of the River District's then-current contract price as set by the River District's Board of Directors. Said payment shall be due not later than July 1st of each year.
3. Partial Exercise of Option. In the event Moffat County requires use of a portion of the 200 acre feet of Elkhead Water, Moffat County will lease that water in one (1) acre foot minimum blocks at the current contract price. The remaining Elkhead Water shall continue to be subject to this Option Agreement.
4. Procedure for Exercising the Option. Should Moffat County decide to exercise the Option, in whole or in part, Moffat County shall provide written notice to the River District of its intent to exercise the option. Upon receipt of the notice, the River District and Moffat County shall enter into a contract for the amount of the option exercised pursuant to the River District's Water Marketing Policy.
5. Use of Option Water outside Moffat County's Augmentation Plan Boundaries. Moffat County shall not lease or in any way use any of the water secured under this Option Contract outside the boundaries of the augmented area to be defined by Moffat County's augmentation plan, once decreed by the Water Court for Water Division 6, without first securing the River District's consent in writing. Moffat County's proposed service area as of the date of this contract is shown on the attached Exhibit A.
6. Contractor's Partial Termination of Option. Within thirty (30) days of final approval of the Water Court application contemplated by the Parties' Yampa River Water Supply Contract, Moffat County may by written notice to the River District partially terminate this Option Contract as to the amount of Elkhead Water which is not needed under that Water Court approval.
7. Option Period. This Option Contract will expire on June 30, 2063, unless extended by mutual agreement.
8. Assignability. With the River District's written approval, this Option Contract is assignable by Moffat County in the event that Moffat County assigns its Water Supply Contract to a successor in interest or another entity that assumes the responsibility of operating Moffat

OPTION CONTRACT FOR LEASE OF ELKHEAD RESERVOIR WATER

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County's augmentation plan, in accordance with the requirements of Paragraph 2.e of the Water Supply Contract.

9. Forfeiture. In the event the River District receives a bona-fide third-party offer to lease any portion of the 200 acre feet of Elkhead Water, and the River District is unable to enter into a lease agreement with that third party user due to this Option Agreement, Moffat County shall be required to either lease all or a portion of the remaining block of water or release any uncommitted portion of the 200 acre feet block of Elkhead Water back to the River District. The River District will notify Moffat County in writing of any bona-fide third-party offer it receives. Upon receipt of that notice, Moffat County shall have 15 days to notify the River District of its desire to exercise the Option.
10. Notice. All notices, demands and requests required under this Option Contract shall be given to the other party in writing and shall be hand-delivered or mailed first-class postage to the address listed below:

River District: Colorado River Water Conservation District
c/o General Manager
201 Centennial Street, Suite 200
Glenwood Springs, Colorado 81601
(970) 945-8522

with copy to: Colorado River Water Conservation District
c/o General Counsel
201 Centennial Street, Suite 200
Glenwood Springs, Colorado 81601

Moffat County: Board of County Commissioners
Moffat County, Colorado
c/o County Attorney's Office
1198 W. Victory Way, Ste. 202
Craig, Colorado 81625

Notice shall be considered effective on the date of its postmark or hand delivery.

11. Entire Agreement. This Option Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and may not be amended or modified except in writing signed by the parties.
12. Venue. Venue for any litigation arising from this Option Contract shall be the District Court for Moffat County, Colorado.

OPTION CONTRACT FOR LEASE OF ELKHEAD RESERVOIR WATER

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13. Counterparts. This Option Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Option Contract. This Option Contract and any amendments may be executed by facsimile or electronic signature and once delivered shall be considered as effective and valid as the original.

IN WITNESS WHEREOF, the parties have entered into this Option Contract.

COLORADO RIVER WATER CONSERVATION
DISTRICT, acting by and through its Colorado River Water
Projects Enterprise

DATE: _____

By: _____
Andrew A. Mueller, General Manager/Secretary

ATTEST:

Audrey Turner, Chief of Operations

BOARD OF COMMISSIONERS OF MOFFAT COUNTY,
COLORADO:

DATE: _____

By: _____
Name: _____
Title: _____

OPTION CONTRACT FOR LEASE OF ELKHEAD RESERVOIR WATER
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EXHIBIT A

