

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

1198 W. Victory Way Craig, Colorado 81625

(970) 824-5517

Tony Bohrer  
District 1

Melody Villard  
District 2

Donald Broom  
District 3

**Board Meeting Agenda**

*Minutes will be recorded for these formal meetings*

**Tuesday, May 27, 2025**

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 13 (pgs 3-7)

**Resolutions:**

- b) 2025-52: Payroll (pg 8)
- c) 2025-53: A/P (pg9)
- d) 2025-54: P-cards (pg 10)

**Contracts & Reports:**

- e) Department of Human Services/CO Department of Human Services Memo of Understanding – CO Works Program (pgs 11-21)
- f) Engagement letter w/Arbitrage Compliance Services for BOK Bonds (pgs 22-24)
- g) Department of Human Services /MGT – Master Services agreement (pgs 25-32)
- h) Fair Entertainment contract w/1340 Band (pgs 33-36)
- i) Addendum to Mountain Air Spray Airport Lease (pgs 37-39)
- j) Department of Human Services Core Services contracts FY 25-26:
  - ProCom/MCC Drug & Alcohol Testing - Substance Abuse Treatment Services (pgs 40-44)
  - The Place I Go – Substance Abuse Treatment Services (pgs 45-49)
  - Behavioral Health & Wellness – Mental Health Services (pgs 50-54)
  - Healthy Minds, LLC – Mental Health Services (pgs 55-59)
  - K. Persichitte – Mental Health Services (pgs 60-64)
  - D. Prather – Life Skills Treatment Services (pgs 65-68)

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



11:46 AM 5/28/2025

## Public Comment/General Discussion:

## Staff Reports:

- 1) Human Resources Department - Rachel Bower & Sheriff's Office – Undersheriff Chip McIntyre
  - Discuss Sheriff's Office employee compensation (pg 69)
- 2) Human Resources Department – Rachel Bower
  - Present final employment offer for County Attorney for approval (pg 70)

## Presentation:

### Small Business Development Center – Ashley Dishman

- Program update (pgs 71-81)

## Adjournment

The next scheduled BOCC meeting will be Tuesday, June 10, 2025 - 8:30 am

Moffat County's YouTube link to view meeting:

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

OR

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

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

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



11:46 AM 5/28/2025

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

May 13, 2025

**In attendance:** Melody Villard, Chair; Donald Broom, Vice-Chair; Tony Bohrer, Board Member; Erin Miller, Deputy Clerk & Recorder; Candace Miller; Jon Miller; Dan Miller; Jayne Morley; Chris Nichols; Ray Beck; John Allen; Neil Binder; Jeff Comstock; James Brumbelow

**Call to Order  
Pledge of Allegiance**

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

Villard made a motion to approve the agenda as presented, with a slight change to order. Bohrer seconded the motion. Motion carried 3-0.

**Consent Agenda –**

Review & Sign the following documents: (see attached)

**Minutes:**

- a) April 22

**Resolutions:**

- b) 2025-46: Transfer of Intergovernment Funds
- c) 2025-47: Voided Warrant
- d) 2025-49: Payroll
- e) 2025-50: A/P

**Contracts & Reports:**

- f) Treasurer's Report(s)
- g) Collaborative Management Memo of Understanding
- h) Department of Public Health/Colorado Department of Public Health & Environment Child Fatality Prevention System Statement of Work
- i) Maybell Store dba Backyard Booze Shop liquor license renewal
- j) Fair Entertainment contract w/2Ranch, LLC
- k) Department of Human Services Core Services contracts FY 25-26:
  - Susan Coleman - Life Skills Services
  - Dr. Kathy Gibbs - Mental Health Services
  - Yampa Valley Psychotherapist - Mental Health Services
  - Psyche, Soma & Soul Therapy - Mental Health Services
  - Advantage Treatment Center - Substance Abuse Treatment Services
  - Lea Treanor - Mental Health Services

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

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

## Public Comment/General Discussion:

Jayne Morley came up before the board with a concern about the retention of the existing Pavilion building at the Fairgrounds, in relation to the preliminary plans for the proposed Events Center. She gave a brief history of the building and expressed her interest in seeing it not torn down.

## Staff Reports:

### Office of Development Services – Neil Binder

- Request waiving bid process for Snow Removal Utility Vehicle (see attached)

Two quotes were received for a Utility Vehicle for snow removal at the Courthouse:

➤ US Tractor John Deere 590M \$25,867.61 (includes a snow blade)

This pricing is offered through Sourcewell, a cooperative purchasing program for government agencies that meets competitive bidding requirements under Moffat County's Purchasing Policy.

➤ Rocky Mountain Machinery Kubota RTV-X2C \$29,030.78 (does not include a snow blade)

As per County policy, purchases exceeding \$25,000 require a formal bid unless the product or service is available through an approved cooperative purchasing agreement. Sourcewell contracts are competitively solicited and awarded, thus qualifying under this exemption.

The Office of Development Services requests that the BCC waive the bid process and recommends approving the purchase of the John Deere 590M Utility Vehicle from US Tractor for \$25,867.61.

Bohrer moved to waive the bid process. Broom seconded the motion. Motion carried 3-0.

Bohrer moved to award the purchase of the John Deere 590M Utility Vehicle from US Tractor for \$25,867.61. Broom seconded the motion. Motion carried 3-0.

### Natural Resources Department – Jeff Comstock

- Resolution 2025-51: Consenting to the Rural Transportation Authority's Service to the City of Craig (see attached)

Comstock presented Resolution 2025-51, which gives Moffat County's consent to the Yampa Valley Regional Transportation Authority's service to the City of Craig. A map that illustrates the borders of the proposed Yampa Valley RTA (Routt County, City of Steamboat Springs, towns of Hayden, Oak Creek and Yampa and the City of Craig.) was included with the resolution. Moffat County has jurisdiction over a portion of Highway 40 between the western boundary of Routt County and the eastern boundary of the City of Craig (the "Flagpole").

Broom moved to approve Resolution 2025-51. Bohrer seconded the motion. Motion carried 3-0.



- Request support for Western States & Tribal Nations Energy Initiative Infrastructure Study (see attached)

Comstock presented an invoice for \$6500 from the Western States & Tribal Nations Energy Initiative for an Energy Infrastructure Study. This "Blueprint for the Rockies" Natural Gas study will look at an energy transportation and development plan for natural gas. Moffat County and several other western Colorado counties already belong to this group and are contributing to the study.

Bohrer moved to approve the request for \$6500 from the Western States & Tribal Nations Energy Initiative for an Energy Infrastructure Study. Broom seconded the motion. Motion carried 3-0.

**8:45 am**

### **Public Hearing:**

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

### **Planning & Zoning Department – Candace Miller**

- Shimizu Minor Subdivision S-25-03 (see attached)

This is a 33-acre parcel that is split by CR 93. The minor subdivision will create Lot 1, an 11.713-acre parcel to the north, and Lot 2, an 18.540-acre parcel to the south.

There was no public comment.

Back in regular session, Broom moved to approve the Shimizu Minor Subdivision S-25-03. Villard seconded the motion. Motion carried 3-0.

- Union Wireless Conditional Use Permit C-25-04 (see attached)

Miller explained that Union Wireless is replacing a temporary communication tower that has been in place at this site since 2013. The permanent tower and associated facility will be just north of the temporary unit. The necessary setbacks and access are in place.

Villard called for public comment; there was none.

Back in regular session, Broom moved to give final approval of the Union Wireless Conditional Use Permit C-25-04. Bohrer seconded the motion. Motion carried 3-0.

### **Presentation:**

#### **JOLT Conference Committee – Ray Beck**

- Request support for Resolution 2025-48: Requesting Secretary of the Interior Doug Burgum to deliver the keynote address at the 2026 JOLT Energy Summit (see attached)

Beck described the purpose of the JOLT (Joint Organizations Leading Transition) Committee:

- Advocate for Energy Impacted communities & sound policies
- Communicate the benefits of "all of the above" energy economy
- Educate the public about energy diversity

Beck also gave details about the upcoming 2025 JOLT Conference and spoke about the 2026 Conference, to which they would like to invite Secretary of the Interior Doug Burgum to be the keynote speaker.

Bohrer moved to approve Resolution 2025-48 Requesting Secretary of the Interior Doug Burgum to deliver the keynote address at the 2026 JOLT Energy Summit. Broom seconded the motion. Motion carried 3-0.

#### Road & Bridge Department – Dan Miller

- Bid Recommendation(s): (see attached)
  - Passenger van

Two bids were received for a new truck crew passenger van for the Road & Bridge Department:

- Victory Motors of Craig Chevrolet Passenger Van \$47,693.00  
(through Johnson Auto Plaza in Brighton)
- One Nation Distribution, LLC Ford Passenger Van \$77,997.00  
(Volant, PA)

Miller recommended awarding the bid for a new Road & Bridge Department passenger van to Victory Motors for \$47,693.00.

Broom moved to award the bid for the passenger van to Victory Motors for \$47,693.00. Bohrer seconded the motion. Motion carried 3-0.

- Landfill shredder

Four bids were received for a low speed landfill shredder:

- 3R Machinery - Houston, TX \$398,609.78
- One Nation Distribution – Volant, PA \$28,988.00 (bid withdrawn)
- American Pulverizer Co – St. Louis, MO \$1,395,000.00
- 4 Rivers Equipment – Grand Junction, CO \$1,177,862.51

The budgeted amount for this shredder was \$500,000.00. Miller commented that Rio Blanco County has the model that 3R Machinery offered, and they are very pleased with it. Miller recommended awarding the bid to 3R Machinery for \$398,609.78.

Broom moved to award the bid for the low speed landfill shredder to 3R Machinery of Houston, TX for \$398,609.78. Bohrer seconded the bid. Motion carried 3-0.

#### Human Resources Department

Commissioner Villard presented the information for this portion of the meeting due to the Human Resources Department being out of town at a training.

- Request Authorization to begin negotiation with County Attorney candidate

Villard explained that the County has been advertising for a County Attorney position for a while and was able to interview a prospective candidate about a week ago.

Bohrer moved to approve authorizing the Human Resources Department to begin negotiation with the County Attorney candidate. Broom seconded the motion. Motion carried 3-0.

Discuss Employment Offer for Veteran Services' Officer position (see attached)

James Brumblow and Veronica Roberts were interviewed on April 21 for the Veteran Services' Officer position.

Bohrer moved to authorize Human Resources to make an employment offer to Veronica Roberts for the Veteran Services' Officer position. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:11 am

The next scheduled Board of County Commissioners meeting is Tuesday, May 27, 2025

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>

RESOLUTION 2025-52  
PAYMENT OF PAYROLL WARRANTS  
Payroll Ending 5/10/2025

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 5/23/2025**

FROM FUND:			
General	0010.7000	\$274,115.18	cr
Road & Bridge	0020.7000	\$183,843.38	cr
Landfill	0070.7000	\$16,559.00	cr
Airport	0120.7000	\$415.20	cr
Library	0130.7001	\$12,426.20	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,489.58	cr
Mo Co Tourism	0320.7000	\$3,691.02	cr
PSC Jail	0072.7000	\$73,936.37	cr
Human Services	0030.7100	\$75,148.31	cr
Public Health	0065.7000	\$14,695.79	cr
SM I	0168.7000	\$4,433.87	cr
SM II	0169.7000	\$5,160.65	cr
TO FUND:			
Warrant	0100.1000	\$671,914.55	dr

Adopted this 27th day of May, A.D. 2025

Chairman

STATE OF COLORADO )  
                                  )ss.  
COUNTY OF MOFFAT )

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

RESOLUTION 2025-53  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF MAY 2025

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:	5/27/2025		
General	110	<u>\$179,218.63</u>	CR	0010.7000
Road & Bridge	200	<u>\$107,999.42</u>	CR	0020.7000
Landfill	240	<u>\$11,551.70</u>	CR	0070.7000
Airport	260	<u>\$13,483.83</u>	CR	0120.7000
Emergency 911	270	<u>\$4,628.52</u>	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$3,270.12</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$54.00</u>	CR	0280.7000
Health & Welfare	720	<u>\$548,082.90</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,935.37</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219		CR	0320.7000
PSC - JAIL	210	<u>\$48,192.69</u>	CR	0072.7000
Human Sevices	220	<u>\$8,877.62</u>	CR	0030.7100
Public Health	250	<u>\$316.00</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$6,490.70</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$6,378.11</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
ACET	275		CR	0040.7000
Shadow Mountain LID	530	<u>\$13.00</u>	CR	0110.7000
MC Local Marketing District	231	<u>\$3,747.51</u>	CR	0050.7000
To Fund				
Warrant		<u>\$944,240.12</u>	DR	

Adopted this 27th day of May, 2025

\_\_\_\_\_  
Chairman

RESOLUTION 2025-54  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF MAY 2025

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:	5/27/2025		
General	110	<u>\$29,925.77</u>	CR	0010.7000
Road & Bridge	200	<u>\$531.14</u>	CR	0020.7000
Landfill	240		CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	<u>\$75.43</u>	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$1,315.98</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	<u>\$1,624.11</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	<u>\$1,635.06</u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$2,162.88</u>	CR	0320.7000
PSC - JAIL	210	<u>\$6,882.17</u>	CR	0072.7000
Human Sevices	220	<u>\$4,095.50</u>	CR	0030.7100
Public Health	250	<u>\$14,348.05</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$357.55</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$209.32</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$3,513.75</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$66,676.71</u>	DR	

Adopted this 27th day of May, 2025

\_\_\_\_\_  
Chairman



**COLORADO**

Department of Human Services

## **MEMORANDUM OF UNDERSTANDING - ANNUAL REAFFIRMATION**

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

This Memorandum of Understanding (MOU) is made this 1<sup>st</sup> day of July 2025 between the State of Colorado Department of Human Services (CDHS) and the Board of the County Commissioners or other elected governing body of Moffat County, Colorado (the "County").

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

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

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

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

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

**1) MOU MEETS PERFORMANCE CONTRACT REQUIREMENT**

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

**2) TERM**





## **COLORADO**

Department of Human Services

a) The term of this MOU will be from July 1, 2025, through June 30, 2026. This MOU shall be reaffirmed annually through an amendment signed by both parties.

### **3) REQUIRED DUTIES OF THE COUNTY**

a) The County will administer and implement the Works Program using fair and objective criteria, and in compliance with federal law, State Statute, and applicable program policy in 9 CCR 2503-6 (Works Program).

b) The County will not reduce the basic assistance grant administered according to CRS 26-2-709, except as otherwise outlined in 9 CCR 2503-6.

c) The County will not restrict eligibility or the provisions of services, nor will it impose sanctions that are inconsistent with State Statute or Federal law and applicable program policy, including the process and sanctions outlined in 9 CCR 2503-6.

d) For the term of this MOU, the County's negotiated Work Participation Rate (WPR) will be held accountable only to the adjusted WPR, after the caseload reduction credit is applied, with the elimination and removal of the Two-Parent rate. The County's agreement to meet the federally required participation rate is relevant to CDHS's anticipation that CDHS will, in turn, be able to meet any work participation rates imposed by the federal government.

e) The parties acknowledge that the WPR is, as of the signing of this MOU, the only federally mandated performance goal identified specifically in CRS 26-2- 712 (4). The parties also acknowledge that in an effort to help individuals prepare for and enter the workforce, they are encouraged to adopt employment focused measures, as outlined under "OPTIONAL OUTCOME MEASURES" below.

f) The County will maintain sufficient records, and will permit CDHS or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDHS as specified in CRS 26-2-717 for the Colorado Works Program. The County must also continue to report to CDHS as currently required by CRS 26-2-716 and 717 for the Colorado Works Program and must report to CDHS as required by law. In addition, Counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.





## COLORADO

Department of Human Services

- g) As specified by rule and state statute, counties shall have flexibility in determining the approaches needed to achieve federal and State requirements. The County agrees to provide CDHS with its adopted policies and any updated written information when, or if, changes to these policies are made in these Programs. The County agrees to provide the information and policies specified in paragraph (h) herein, to CDHS for review and approval prior to adopting aforementioned policies.
- h) Outside of what is required by statute or rule, the parties agree that information and policies provided by the County to CDHS, as described in paragraph (g) herein, are for informational purposes and are provided to assist CDHS in meeting its responsibilities, with respect to the Colorado Works Programs. Nothing in this MOU gives CDHS the authority to require any County policies beyond what is required by statute or rule. The County acknowledges CDHS's right to review, comment upon or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.
- i) The County will utilize the technical assistance, training and reporting or tracking resources offered by CDHS in order to administer the Programs, including those that support the four purposes of Temporary Assistance to Needy Families (TANF) and will meet the WPR.
- j) The County will participate in formal expeditious vetting processes with CDHS to review, draft and recommend policies or rule changes that would have a positive impact on WPR and meet federal guidelines.
- k) In order to maximize the caseload reduction credit for the State, the County will actively identify and report third party Maintenance of Effort (MOE) contributions, in accordance with the timelines and guidelines established by CDHS.

#### 4) OPTIONAL OUTCOME MEASURES

- a) Counties may submit a proposal as an attachment to this MOU, describing additional employment focused performance measures, specific to employment. Such proposals may be submitted either at the time of execution or at any time during the period of this MOU. The proposal is limited to issues regarding the pursuit of programs, strategies, and associated evaluation plans that focus on improving employment outcomes and contribute to the evidence base for effective programs. In addition, terms and conditions will require either interim targets for each performance measure or a framework for how interim goals will be set after the



## COLORADO

Department of Human Services

baseline measures are established. The terms and conditions will establish a review process for programs, strategies and metrics designed to achieve optimal outcomes.

b) Upon approval of the proposal by CDHS, the County or region will be subject to the performance measures, interim goals, and other conditions set forth in the MOU addendum, and negotiated WPR that consider employment focused outcome measures and anticipated statewide case-load credit reductions.

### 5) DUTIES OF CDHS

a) In consultation with the Counties, CDHS will oversee the statewide implementation of the Works Program, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.

b) CDHS will monitor the County's provision of basic assistance grants and, if necessary, perform the duties outlined in CRS 26-2-712 (5).

c) CDHS exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Benefit System and its application relative to the Works Program. Because the State Benefit System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be sanctioned or required to follow a remediation plan for erroneous decisions made by the State Benefit System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of amount of benefits, erroneous decisions resulting in overpayments and subsequent claims, and erroneous decisions resulting in underpayments and subsequent supplemental payments of restorative benefits.

(1) The State acknowledges that liability to third parties resulting from erroneous, inaccurate or inadequate State Benefits System notices to Works Program households, is properly the State's liability. CDHS will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph as a State Benefit System caused error. This provision does not apply to any errors, claims or issues caused by the County's inaccurate data entry in the system, the County's failure to follow clear, reasonable, and lawful instruction, or failure to follow program rules formally adopted by the State Board of Human Services. This provision does apply to the State Benefit System training and data entry rules and/or any rules that are part of the State Benefit System rule engine.





## COLORADO

Department of Human Services

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

- a) The State and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to the WPR.



## **COLORADO**

Department of Human Services

- b) As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federally required performance requirements.
- c) The State and the Counties will work together to ensure that the information entered and reported in the Colorado Benefits Management System is as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the systems.

### **7) REMEDIATION PLANS**

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

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

### **8) SANCTIONS**

a) Subject to the limitations set forth herein, if CDHS subject to a federal sanction, and the County's remediation plan was insufficient, CDHS may impose sanctions on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:

1. Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or not meeting negotiated performance measures;
2. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with





## COLORADO

Department of Human Services

a federally compliant state law and state plan and applicable program policy;

- b) A sanction should not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.
- c) The county will not be sanctioned or required to follow a remediation plan if:
  - 1. the County can demonstrate by a preponderance of evidence that CDHS provided inaccurate guidance, training or data with regards to performance under this MOU; and,
  - 2. that the County's reliance on this information is the proximate cause for the imposed sanctions. If the County can only demonstrate that it is the proximate cause for part of the sanction, the County will not be liable for that portion of the sanction.

### 9) PROCEDURES FOR IMPOSING REMEDIATION PLAN OR SANCTIONS

- a) The process for a sanction or remediation plan against the County by CDHS will be as follows:
  - 1. CDHS will provide the County with written notice of the County's failure to meet the performance measures outlined in this MOU. This notification will include all associated documentation that supports CDHS's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged performance problem.
  - 2. If the County's remediation plan does not rectify the performance problem, CDHS may determine the appropriate level of sanction. CDHS shall take into consideration as a mitigating factor any violation of a state regulation that exceeds or conflicts the requirements of the federal law. CDHS will provide the County one hundred eighty (180) days written notice of the proposed sanction before imposing any sanction. This notification will include the rationale of imposing the sanction, as well as, all associated documentation, a calculation of the proposed sanction, and an indication of what constitutes a remedy or correction that will allow the County to avert the sanction, if any remedy or



## **COLORADO**

**Department of Human Services**

correction is possible. Upon receiving such notice, the County has sixty (60) days to contest, explain or offer evidence of mitigating factors, sanctions are imposed.

3. If a sanction is imposed, the amount cannot be greater than that imposed by the federal government. If CDHS has incurred a sanction due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be sanctioned for its share of the sanction.

b) CDHS will provide the County with all documents received from the federal government related to any proposed or imposed federal sanction within twenty (20) days of receipt, together with all CDHS documents related to the actions giving rise to that federal sanction, or that related to the sanction process. If CDHS fails to provide the required documentation within the twenty (20) days, it may not hold the County liable for that sanction.

### **10) CIRCUMSTANCES FOR CDHS ASSUMING ADMINISTRATION**

a) If the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDHS may assume the County's administration and implementation of the Works Program.

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

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

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





**11) DISCRETIONARY MATTERS**

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

**12) SEVERABILITY**

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

**13) INTEGRATION OF UNDERSTANDING**

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

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

**14) NO THIRD-PARTY BENEFICIARY**

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



## **COLORADO**

Department of Human Services

services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

### **15) DISPUTE RESOLUTION**

a) Prior to the execution of this document, if CDHS or the County are unable to reach agreement concerning the inclusion of, or wording of, provisions of the MOU that apply to the Colorado Works Program, either CDHS or the County may refer the dispute to the State Board of Human Services for resolution pursuant to the provisions of CRS 26-2-715 (3).

b) Subsequent to the execution of this document, CDHS and the Counties will work in good faith to resolve a dispute arising from any provision of this executed MOU as applied to the Colorado Works program. If the parties are unable to resolve such dispute, any of the following non-binding mediation options are available by agreement of the parties;

i) Mediation by the Governor or a third party of the Governor's choosing. Such review must be initiated by notice provided to the Governor and other party, by certified mail. Decision by the Governor, or his appointed third-party, is non-binding.

ii) Mediation by a dispute resolution panel, to consist of one County designated member, one CDHS designated member, and one member selected by the other two panelists. Each party must pay for its own costs and attorney fees and must share equally in any fees paid to panel members. The panel's decision shall be made by a majority vote of its members and is non-binding.

iii) Mediation by the State Board of Human Services. If the State Board is requested to mediate, the provisions of CRS 26-2-715 concerning time limits and final effect of the State Board's decision will not apply. The State Board of Human Services' decision is non-binding.

c) None of these options will be a jurisdictional prerequisite to legal action by either party.





**COLORADO**  
Department of Human Services

\_\_\_\_\_  
Minna Castillo, Deputy Executive Director, Community Partnerships, State of Colorado  
Department of Human Services

COUNTY OF \_\_\_\_\_ COLORADO, by and through the BOARD OF  
COUNTY COMMISSIONERS

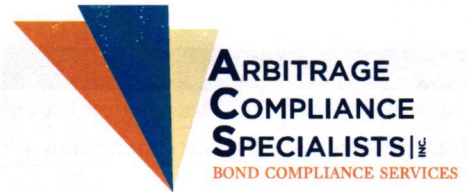
\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
County Clerk to the Board

Date: \_\_\_\_\_

April 29, 2025



Ms. Catherine Nielson, Financial Director  
Moffat County, Colorado ("Issuer")  
1198 West Victory Way  
Suite 109  
Craig, CO 81625

**ENGAGEMENT LETTER FOR ARBITRAGE COMPLIANCE SERVICES**

**CONTROL #4.00**

**\$21,635,000.00 CERTIFICATES OF PARTICIPATION, SERIES 2021**

Arbitrage Compliance Specialists, Inc. ("ACS") is pleased to present our fees to provide arbitrage compliance services for the Issuer. Our firm has distinctive legal and accounting experience with arbitrage compliance services dating back to the inception of the arbitrage rebate regulations of 1986. ACS is one of the most prominent and well-respected providers of arbitrage compliance services in the nation. ACS' staff members are accounting professionals who have extensive knowledge of governmental accounting, accounting allocation methods and legal interpretation skills to compute the lowest permissible liability allowed. We pride ourselves on our unprecedented commitment to each and every client we represent.

ACS has provided a fee schedule, listed on page 2, to encompass the various elements that we may encounter during the calculations. ACS' fees are derived by the complexity of the issuance and the number of years included in the computation period. Each calculation includes a CPA opinion to provide assurance that the calculations were completed according to Section 148(f) of the Internal Revenue Code of 1986 that governs the arbitrage rebate requirements (the "Tax Code").

We appreciate the opportunity to assist the Issuer comply with the IRS arbitrage compliance requirements. If we may be of further assistance or if there are any questions, please do not hesitate to call us at (800) 672-9993 ext.7520.

Sincerely,

Arbitrage Compliance Specialists, Inc.

*Nicole McKenna*

Nicole McKenna, Director

Please acknowledge acceptance of this engagement by signing, scanning and e-mailing this letter in its entirety to Arbitrage Compliance Specialists, Inc at [Nicole@rebatebyacs.com](mailto:Nicole@rebatebyacs.com).

Accepted by – Signature

Print Name, Title

Date



Bond Compliance Program Services:		Fees
Interim Reserve Yield Restriction Calculation ("Calculation Period"): 05/27/2021 to 05/27/2025		\$1,950.00
Interim Arbitrage Rebate Calculation ("Calculation Period"): 05/27/2024 to 05/27/2025		\$625.00

Arbitrage Rebate Calculation Services	
Commingled Funds and / or Transferred Proceeds	Included
Preparation of IRS Form 8038-T and IRS Filing Instructions - if payment is due	\$395.00

#### Calculation Services

1. Complete an in-depth analysis of the applicable bond documents and debt structure by our professional staff to determine bond elections and identify applicable exceptions
2. Monitor IRS filing deadlines, election requirements and restricted periods in our database tracking system to ensure timely reporting.
3. Review the applicable rebate, yield restriction/yield reduction or spending exceptions in compliance with Internal Revenue Code of 1986.
4. Provide calculations with a CPA certified professional opinion that can be relied upon by the Issuer regarding the arbitrage rebate liability. The report will provide supporting documentation to include the calculation method employed, assumptions and conclusions.

#### Information Provided by the Issuer:

1. The Issuer agrees to provide all necessary information for the debt issue as listed in this engagement letter ("Debt Issuance") within 15 days after the end of Calculation Period to provide ACS adequate time to meet the installment payment deadline as defined in the Tax Code.
  - a. Issuer agrees to provide all necessary Debt Issuance documents to include, but not limited to: Official Statement, Tax Certificate, IRS Form 8038-G, Escrow Verification Report and if applicable, letter of credit/liquidity facility and/or swap/hedge agreements.
  - b. Issuer agrees to provide all expenditures, investment earnings, and monthly cash investment balances for all gross proceeds. This includes (but is not limited to) the following funds accounts: Capital Project, Debt Service Reserve, Debt Service, Cost of Issuance, Escrow funds and if applicable all liquidity facility fees paid and/or swap/hedge payments. To accurately complete the calculations, as required by the Tax Code, data is to include:
    - i. Running balance or at the least a monthly balance.
    - ii. Expenditures by date
    - iii. Earnings by date.
    - iv. Fair Market Value, if available, on the last day of the computation period.
    - v. Exclusion of non-cash transactions such as amortization, accounts payable, and accounts receivable, etc.
    - vi. Fixed Investment records are to include:
      1. Settlement Date
      2. Purchase Amount
      3. Accrued interest paid on settlement date
      4. Coupon Rate
      5. Maturity Date
      6. Maturity Amount
2. The Issuer agrees to notify ACS within 15 days after the Debt Issuance has been refunded or defeased.
3. The Issuer agrees to notify ACS of all debt issuances that are supported by common funds to include, but not limited to debt service and reserve funds.

**Support Services:**

1. Discuss the report and findings to ensure a complete understanding of the procedures and recommendations in such report.
2. Prepare a debt compliance monitoring schedule that identifies all-important relevant information by issue including prior calculations, liability amounts, future calculation due dates and important status notes
3. Advise on how future changes in the Tax Code may affect the debt issue.
4. Provide technical assistance and consultation in matters related to the arbitrage compliance regulations.

**Other Terms & Conditions:**

1. ACS reserves the right to withdraw or re-negotiate the terms of this engagement if our involvement is greater than originally anticipated. Examples include an increase in ACS' time, commitment resources utilized to research and/or locate missing documents or activity requested by ACS, or if information requested by ACS was not provided in the format listed in "Information Provided by Issuer," Sections 1(a), and Sections 1(b).

## **MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into as of January 1, 2025 ("Effective Date") between MGT Impact Solutions, LLC ("MGT"), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and Moffat County, CO ("Client"), located at 1198 W. Victory Way, Craig, CO 81625, collectively referred to herein as the "Parties."

WHEREAS, MGT offers global technological, educational, organizational and staffing consulting solutions services to the public and private sectors;

WHEREAS, Client anticipates a need within its organization for MGT's services; and

WHEREAS, the Parties intend for this Agreement to serve as the governing, contractual basis of MGT's provision of future project-level services to Client.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. THIS AGREEMENT AND STATEMENTS OF WORK.** The Parties enter into this Agreement to set forth the general terms and conditions that will govern MGT's provision of services to Client. Such services will be subsequently agreed upon by the Parties in individual Statements of Work ("SOW").

Each SOW will state all details required for the proper provision of project-level services, including scope, pricing, period of performance, and other required information ("Services") each an Exhibit A, Statement of Work, attached hereto and incorporated into the Agreement. Unless otherwise stated in an SOW, all Services shall be performed remotely. The compensation set forth in the SOW shall be inclusive of all costs of whatsoever nature associated with MGT's efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside consultant fees. Each SOW will require signature by both parties to be effective.

**2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE.** The contract documents consist of this Agreement and all exhibits, attachments, amendments, and SOWs subsequently executed by the Parties and all exhibits, attachments, amendments, and other documents made a part of the SOW ("Contract Documents"). Upon signature by the Parties, all SOWs executed during the Term shall be considered incorporated into and made a part of this Agreement.

In the event of a conflict among the terms and conditions in this Agreement and any SOW, unless that SOW expressly states the intention for the SOW to control with regard to the conflicting term or condition, then this Agreement shall control. Any terms or conditions contained in documents issued by Client other than the Contract Documents, including purchase orders, shall be voidable at MGT's discretion.

**TERM.** The term of this Agreement shall commence on the Effective Date and will continue for a period of one (1) year or until terminated in accordance with this Agreement. This Agreement will automatically renew for two (2) additional one (1) year terms unless terminated by either party at least thirty (30) days prior to the expiration date.

**3. TERMINATION.** This Agreement or any individual SOW may be terminated with cause by either

party: (a) if the other party materially breaches the terms of this Agreement and fails to cure the breach within thirty (30) calendar days following written notice specifying the breach, or (b) immediately upon written notice if the other party fails to comply with applicable law or regulation. In addition, the Client may terminate this Agreement or any individual SOW without cause at anytime by giving at least thirty (30) days written notice to MGT. If this Agreement or a SOW is terminated for the convenience of Client, MGT shall be paid for services provided prior to the date of termination.

**4. INSURANCE.** During the Term of this Agreement and any SOW, MGT will maintain the minimum insurance coverages below. MGT shall provide Certificates of Insurance to Client upon request and as required under SOWs.

a.	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
c.	Business Automobile Liability	\$1,000,000 combined single-limit, non-owned and hired. (MGT does not own autos)
d.	Umbrella/Excess Liability	\$10,000,000 per occurrence & aggregate, follows form
e.	Worker's Compensation	Per Statute
f.	Employer's Liability	\$1,000,000 each accident
f.	Professional Liability	\$6,000,000 aggregate

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado. MGT's Comprehensive General Liability Policy shall be endorsed to include Client, and its elected and appointed officers and employees, as additional insureds. The certificate(s) shall provide that the insurance may not be materially changed, altered, or cancelled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to the Client.

**5. INDEMNIFICATION.** To the extent permitted by law, MGT shall fully defend, indemnify and hold harmless Client and its officers, employees, agents, representatives, successors and assigns (collectively, "Indemnified Parties") from any and all claims, demands, causes of actions, costs, expenses, liability, losses, or damages including attorney's fees and expenses ("Claims"), whether in law or in equity, for bodily injury, death or property damage arising out of, relating to or caused by, in whole or part, the negligence, errors, omissions or willful misconduct of MGT or its officials, officers, employees, subcontractors, consultants or agents, relating to or connected with performance under this Agreement, unless Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties. Nothing herein shall be interpreted as a waiver of governmental immunity to which the Client may otherwise be entitled under the provisions of C.R.S. § 24-10-101, et seq., as amended.

MGT's indemnity obligations under this Section are contingent upon the indemnified party: a) promptly notifying indemnifying party of each claim; provided, however, that the indemnified Parties failure to give prompt notice to the indemnifying party of any such claim shall not relieve the indemnified party of any obligation under this Section except and to the extent that such failure materially prejudices the indemnifying party's ability to defend against such claim; b) providing the indemnifying party with sole control over the defense and/or settlement thereof, provided however, that indemnifying party shall not settle any claim that includes an admission of wrongdoing by indemnified parties or otherwise adversely affects indemnified parties' interests without prior consent; and c) at the indemnifying party's request and expense, providing full information and reasonable assistance to the indemnifying party with respect to such claim.



**6. LIMITATION OF LIABILITY.** MGT shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client's provision of inaccurate data, or changing laws, regulations, political conditions.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES EVEN IF A PARTY HAD OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent permitted by law, except for actions or claims resulting from MGT's gross negligence or intentional or willful misconduct, MGT's total aggregate liability to Client shall be limited to the amount of compensation paid by Client to MGT under this Agreement in the twelve (12) months prior to the action giving rise to liability.

**7. GOVERNING LAW, JURISDICTION AND CONSENT TO SUIT.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Colorado, as to all matters including validity, construction, effect, enforceability, performance, and remedies. Should either MGT or Client institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Moffat County, Colorado.

**8. DISPUTE RESOLUTION PROCEDURE.** In the event of a dispute, controversy or claim by and between the Parties arising out of matters related to this Agreement and prior to the commencement of any civil action, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy, or claim. Either party may initiate negotiations by providing written notice to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice to exchange relevant information and perspectives and to attempt to resolve the dispute.

**9. CONFIDENTIALITY.** Each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential, whether disclosed orally, in writing or marked as confidential ("Confidential Information").

The receiving party shall make all reasonable efforts to protect Confidential Information from disclosure to unauthorized third parties. Confidential Information may be disclosed to third parties with a need-to-know under the circumstances and who are bound by confidentiality obligations no less restrictive than those herein. Neither party shall use such Confidential Information except in performance of the Services. MGT may, however, disclose Client's name and the general nature of MGT's work for Client sales proposals.

The above obligations of confidentiality shall not apply to the extent that the receiving party can show that

the relevant information (a) was at the time of receipt already in the receiving party's possession; (b) is, or becomes in the future, public knowledge through no fault or omission of the receiving party; (c) was received from a third-party having the right to disclose; or (d) is required to be disclosed by law, including without limitation the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

**10. FORCE MAJEURE.** Neither party shall be liable or considered at fault for any delay (except for payment) resulting from circumstances beyond the party's reasonable control, including but not limited to fire, flood, earthquake, elements of nature, epidemics, global pandemics, quarantines, acts of God, acts of war, labor disputes, and supply chain disruptions ("Excusable Delays"). The delayed party shall notify the other party in writing upon the discovery of any significant Excusable Delay. During an Excusable Delay, the delayed party shall use reasonable efforts to mitigate costs and damages and to resume performance under this Agreement.

The Parties recognize that MGT's ability to timely perform under a SOW is contingent upon Client's timely provision of any agreed-upon data, personnel access, or other requirements. If Client's failure to provide to such data, access or other requirements causes significant delays to MGT's progression of Services, and MGT incurs losses or damages as a result, then the Parties shall negotiate and execute a SOW amendment for an equitable adjustment to the schedule and for additional costs. MGT shall provide all substantiating documentation of costs reasonably requested by Client in consideration for any equitable adjustment. Excusable Delays shall not give rise to an equitable adjustment.

**11. FEES AND PAYMENT.** Unless otherwise set forth in a SOW, all correct invoices submitted by MGT to Client shall be due and payable upon receipt. Each invoice shall specify the total payment due to MGT for the specific work that is the subject of the request for payment. The total of all billings or requests for payment during the term of this Agreement shall not exceed the amount stated in the duly authorized and applicable SOW. If Client disputes an invoice or portion thereof in good faith, then Client shall pay any undisputed portion and provide MGT with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. MGT reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law in respect of any invoice which is outstanding for more than thirty (30) days. MGT may stop work after sixty (60) days of Client's non-payment of undisputed invoiced amounts.

**12. NON-APPROPRIATION.** Each party hereto agrees that revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable the fiscal years for which funds are appropriated for the payment thereof. The obligations of the parties under this agreement shall be from year-to-year only and shall not constitute a multiple- fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.

**13. MODIFICATION.** This Agreement and any SOW shall only be modified by written amendment signed by the Parties. All signed amendments shall be deemed incorporated into this Agreement by reference.

**14. NON-SOLICITATION.** During the term of this Agreement and for a period of two (2) years following termination or expiration, neither party shall knowingly, directly or indirectly, solicit nor encourage the



solicitation of any person who is, or was within a 12-month period prior to such solicitation, an employee of the other party or its affiliates that became known to the other party as a result of this Agreement, except with the prior written consent of the other party. This provision shall not restrict the right of either party to solicit by public advertisement.

**15. ASSIGNMENT.** Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

**16. INDEPENDENT CONTRACTOR.** It is expressly understood that at all times, while rendering the Services, MGT is acting as an independent contractor and not as an officer, agent, or employee of the Client. MGT shall not be required to keep specific work hours (except in the case of specific hours required under employee leasing contracts), equipment, or a specific office, and shall use independent means and methods for performing the Services. **For all purposes, including Medicare, Social Security taxes, the Federal Unemployment Act ("FUTA"), income tax withholding, worker's compensation, and unemployment insurance, MGT, its personnel and contractors will be treated and deemed independent contractors and not employees of Client. Further, MGT is obligated to pay federal and state income tax on money earned pursuant to this Agreement.**

**17. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES.** Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws. During the performance of this Agreement, neither party or their employees, agents, or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, physical disability, or any other classifications protected by local, state, or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

**18. NOTICES.** All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery, a mailed copy of the notice is delivered to the mailing address below.

**To MGT:**

Name: MGT Impact Solutions, LLC  
ATTN: Legal Notice/Contracts  
Address: 4320 West Kennedy Blvd.  
Tampa, FL 33609  
Email: [contracts@mgt.us](mailto:contracts@mgt.us)

**To Client:**

Name: Moffat County, CO  
ATTN: Cathy Nielson  
Address: 1198 W. Victory Way  
Craig, CO 81625  
Email: [cnielson@moffatcounty.net](mailto:cnielson@moffatcounty.net)

If the email address and mailing address is incomplete for a party, then notice shall be mailed to the address on the first page of this Agreement.

**19. SEVERABILITY.** If any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid

provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

**20. COUNTERPARTS AND EXECUTION.** This Agreement and any SOW may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts may be executed by electronic signature and delivered by scanned signature or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

**21. SURVIVAL.** The sections Term, Termination, Insurance, Indemnification, Limitation of Liability, Governing Law, Jurisdiction, Consent to Suit, Dispute Resolution Procedure, and Confidentiality, and Non-Solicitation, of this Agreement and the payment obligations described in any SOW shall survive the termination or expiration of the Agreement or SOW.

**22. ENTIRE AGREEMENT.** This Agreement and all exhibits constitute the entire and only agreement between the Parties. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, except for those expressly stated herein. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement.

**23. NON-EXCLUSIVITY.** This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, MGT may perform Services for any other entities, so long as the performance of such services does not interfere with MGT's performance of obligations under this Agreement and does not create a conflict of interest.

**24. THIRD PARTY BENEFICIARIES.** Except as specifically set forth herein, nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

**25. DOCUMENT OWNERSHIP – WORKS MADE FOR HIRE.** All of the deliverable items, if any, prepared, under this Agreement shall belong exclusively to MGT and shall be deemed to be "works made for hire" under the copyright laws of the United States. MGT grants to the Client a revocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing material and derivative works thereof.

**26. AUDITS AND INSPECTION.** At any time during normal business hours, MGT shall make its records with respect to matters covered by this Agreement available for examination by Client. MGT shall permit the Client to audit, examine, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement.

*Signatures on following page.*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Master Services Agreement.

**MGT IMPACT SOLUTIONS, LLC**

**MOFFAT COUNTY, COLORADO**

\_\_\_\_\_  
Name: A. Trey Traviesa

Title: CEO

Date:

\_\_\_\_\_  
Name:

Title:

Date:

**EXHIBIT A**  
**PROFESSIONAL CONSULTING STATEMENT OF WORK**

As of January 1, 2025 ("Effective Date"), **MGT Impact Solutions, LLC** ("MGT") and **Board of County Commissioners of Moffat County, Colorado** ("Client") execute this Statement of Work ("SOW") pursuant to the Master Services Agreement between the Parties dated January 1, 2025 ("Agreement").

**1. SCOPE**

MGT will provide professional consulting services in accordance with MGT's proposal dated February 19, 2024. All terms of the Proposal are incorporated herein by reference and supersede in the event of a conflict.

**3. PERIOD OF PERFORMANCE/PROJECT TIMELINE**

The term of this Statement of Work begins on the Effective Date and terminates on December 31, 2026.

**4. COMPENSATION AND REIMBURSABLE EXPENSES**

A. Fee. The flat fee for the Services described above is set forth in the following table:

Project Description	Total Fees
FY24 2 CFR Part 200 Compliant Cost Allocation Plan Completed in 2025	<b><i>\$6,500.00</i></b>
FY25 2 CFR Part 200 Compliant Cost Allocation Plan Completed in 2026	<b><i>\$6,750.00</i></b>

B. Expenses. If MGT is required to travel for provision of Services, MGT must obtain prior written authorization from Client for reimbursement of actual expenses.

**5. INVOICING AND PAYMENT**

Progressive payments based on achieved milestones can be requested.  
Payments are due within thirty (30) days of receipt of invoice.

**MGT IMPACT SOLUTIONS, LLC**

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

\_\_\_\_\_  
Name: A. Trey Traviesa

Title: CEO

Date:

\_\_\_\_\_  
Name:

Title:

Date:



**MOFFAT COUNTY FAIR  
STANDARD FORM ENTERTAINMENT CONTRACT**

Name of Entertainer: 1340 Band LLC c/o John Husband

Agent/Company (if any): \_\_\_\_\_

Address: 737 Dunn Drive Telephone: 970-629-2586  
Craig, CO 81625 Cell: \_\_\_\_\_

Date of Performance: Saturday, August 9, 2025 Time of Performance: Varies

Entertainer(s) Shall Arrive Before: 9:00 AM on Saturday, August 9, 2025

Type of Entertainment/Performance(s): Sound Production

Location of Entertainment/Performance(s): Moffat County Fairgrounds

Purchaser: **MOFFAT COUNTY FAIR**  
**1198 W. VICTORY WAY, STE 106**  
**CRAIG, CO 81625**

Moffat County Fair Contact Person: Jackie Goodnow

Telephone: 970-824-9180

Agreed Price for Performance(s)/Event: \$1,200.00 (\$400 to Contractor; \$800 incentives for performers)

Moffat County Check Made Payable to: 1340 Band, LLC

Federal ID # or Social Security Number of Check Recipient:                     

**THIS AGREEMENT** is made and entered into by and between Moffat County, a political subdivision of the State of Colorado, by and through the Moffat County Fair, ("Purchaser") and John Husband of the 1340 Band, LLC ("Entertainer").

**CONTRACT OF SERVICES AGREEMENT ("Agreement")** made this 13 day of May, 2025 by the Board of County Commissioners of Moffat County, (hereinafter "BOCC") and John Husband of the 1340 Band, LLC whose address is 737 Dunn Drive, Craig, CO 81625 (hereinafter "Entertainer"). That Entertainer agrees to provide the Moffat County Fair with volunteer performers on the 9<sup>th</sup> day of August, 2025 from 9:00 AM to 5:00 PM, at various times throughout that day and shall provide a sound system for the volunteer performers. Entertainer agrees to distribute incentives for entertaining. In full consideration of Entertainer's performance of services, the Moffat County BOCC agrees to pay \$400.00

to Contractor for his services and \$800.00 to provide incentives for volunteer performers which the Contractor shall distribute to volunteer performers.

**1. 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 supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with 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 Entertainer is an independent contractor and not the agent, employee or servant of the County.
- B. Entertainer shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, State, Federal and Social Security taxes, unemployment taxes, workers' compensation and self-employment taxes. Entertainer is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement. No Federal, State or Local Taxes of any kind shall be withheld or paid by the County.
- C. Entertainer is not entitled to unemployment insurance or workers' compensation benefits unless such are provided by the Entertainer.
- D. Entertainer does not have the authority to act for the County, or to bind the County in any respect whatsoever, or to incur any debts or liabilities in the name or on behalf of the County.
- E. Entertainer has and hereby retains control of and supervision over the performance of Entertainer's obligations hereunder and control over any persons employed by Entertainer for performing the Services hereunder. All Services are to be performed solely at the risk of Entertainer and Entertainer shall take all precautions necessary for the proper and sole performance thereof.
- F. Entertainer represents that all personnel engaged in the work shall be fully qualified and properly licensed or certified to perform the Services, as may be required by local, state and federal law or regulation.
- G. Entertainer represents that it is engaged in providing similar services to clients other than the County and is not required to work exclusively for the County.
- H. Entertainer shall furnish all tools, labor, personnel and supplies at its own expense, in such quantities and of the proper quality to professionally and timely perform the Services. Entertainer shall not use any employees of the County, Moffat County, its elected officials, agents, or any program administered or funded by the County to perform any of the Services.



2. Entertainer shall remain liable for its own acts during the performance of any of Entertainer's obligations arising under the Contract and during any travel to and/or from the Moffat County Fair.
3. Entertainer shall comply, at its own expense, with all federal, state and local laws, ordinances, resolutions, codes and regulations which are applicable to the performance of the Services hereunder. Entertainer shall obtain and pay for all permits and licenses that Entertainer may be required to obtain for any and all of its operations in connection with the Service.
4. Entertainer represents and warrants that in performing its obligations under the Contract it is not and will not be infringing upon any property right, patent right, or other legal right of any person or entity; and, if any suit is brought or claim is made by anyone alleging that Entertainer (or anyone in conjunction with the ownership or presentation of the performance by Entertainer) is infringing upon or violating any property right, patent right or other legal right by performing the services contemplated herein, then Entertainer will indemnify, defend and hold harmless Purchaser against and from any and all loss, claim, damage, cost, attorneys fees or other loss whatsoever.
5. The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Moffat Courts of the 14<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
6. 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.
7. The Contract represents the entire agreement between the parties hereto and supersedes all prior negotiations and/or agreements between the parties. Any additions, deletions or revisions to the Contract must be in writing and initialed by both parties in order to be valid.
8. Any damage to County's property, including equipment, which results from the acts of omissions of Contractor shall be the responsibility of Contractor and payment for such damage shall be made by Contractor within 30 days of written notification of the damage by County.
9. In signing the Contract, the undersigned parties hereby represent and warrant that they are duly authorized representatives of the person or entity for which they sign and legally entitled to enter binding contracts on its behalf, that they have read this entire document; that they understand the terms and provisions of this document; that they know this document will affect their legal rights and/or those of the person or entity they represent; and that they have signed this document knowingly and voluntarily.
10. Entertainer certifies that he or she is legally present in the United States.
11. If any provision of this Contract is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
12. This Contract shall be binding on and extend to the successors and assigns of the respective parties.
13. 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.

14. **APPROPRIATION:** The amount to be expended pursuant to this Agreement shall be Twelve Hundred Dollars and no Cents (\$1,200.00). 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.
15. **ADDITIONAL PROVISIONS:** (must be initialed here by each party) \_\_\_\_\_  
John Husband of the 1340 Band, LLC will provide a sound system and a schedule of volunteer performers to provide entertainment for those who attend the Moffat County Fair. John Husband will distribute incentives for performers.
- Said incentives shall be provided by Moffat County Fair. Moffat County will provide the stage, the tent, and the power for entertainment.

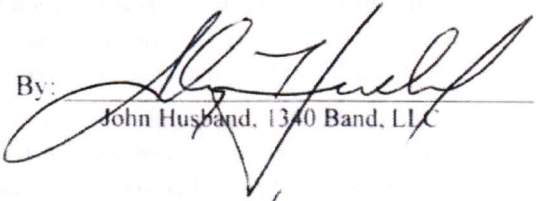
**IN WITNESS WHEREOF**, the parties hereto have set their respective hands this 27<sup>th</sup> day of May, 2025.

**MOFFAT COUNTY BOARD  
OF COUNTY COMMISSIONERS:**

By: \_\_\_\_\_  
Melody Villard, Chairman  
Moffat County Board of County Commissioners

Date: \_\_\_\_\_

**ENTERTAINER:**

By:  \_\_\_\_\_  
John Husband, 1340 Band, LLC

Date: 5/13/2025



## ADDENDUM TO LEASE

THIS ADDENDUM is made this 27<sup>th</sup> day of May, 2025, between the BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY, COLORADO, the lessors, and MOUNTAIN AIR SPRAY COMPANY, a Colorado corporation, the lessee.

### RECITALS:

A. The parties hereto are parties to a document dated June 28<sup>th</sup> 2009, entitled "Lease", under the provisions of which a portion of the Craig/Moffat County Airport is leased by lessors to lessee.

B. The current legal description of the land included in the Lease does not include the newest area to be incorporated for the purpose of building a new hangar.

C. The parties desire to modify only the legal description of the Lease.

NOW THEREFORE, for and in consideration of the above Recitals and the rents paid and to be paid under the Lease and other good and valuable consideration, the receipt and sufficiency whereof is hereby confessed and acknowledged, IT IS AGREED:

1. That the legal description of the Lease shall be amended as follows:

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 90 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF MOFFAT STATE OF COLORADO, TO WIT;

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 394 LYING N89°55'17"E, 828.97 FEET AND N00°04'43"W, 30.00 FEET FROM THE W¼ CORNER OF SAID SECTION 8;

THENCE N 00°51'43" E A DISTANCE OF 151.75 FEET;

THENCE N 87°55'44" W A DISTANCE OF 145.31 FEET;

THENCE N 03°35'55" E A DISTANCE OF 136.02 FEET;

THENCE S 89°43'39" E A DISTANCE OF 303.36 FEET;

THENCE N 00°16'21" E A DISTANCE OF 110.18 FEET;

THENCE S 89°49'16" E A DISTANCE OF 125.85 FEET;

THENCE S 00°16'21" W A DISTANCE OF 110.18 FEET;

THENCE N 89°43'32" E A DISTANCE OF 56.33 FEET;

THENCE S 00°16'28" E A DISTANCE OF 290.70' TO A POINT ON THE

NORTHERLY RIGHT-OF-WAY LINE OF THE STATE HIGHWAY 394;

THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF THE

SAID STATE HIGHWAY, S 89°55'23" W A DISTANCE OF 352.53' TO

THE POINT OF BEGINNING.

THE SAID TRACT OF LAND IS COMPRISED OF 135,275 SQUARE FEET, (3.105 ACRES), MORE OR LESS.

THE EAST-WEST CENTERLINE OF SAID SECTION 8 IS CONSIDERED TO BEAR N89°55'17"E BETWEEN THE W¼ CORNER (3" ALUMINUM CAP - PLS#14815) AND THE E¼ CORNER (2.5" ALUMINUM CAP - PLS#13901).

Exhibit A- Map of leased area

2. That except as modified and changed hereby, the terms and conditions of said Lease are ratified and confirmed, and the same are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this May 27<sup>th</sup>, 2025.

EXHIBIT A  
to  
ADDENDUM TO LEASE



**TENANT:**

Mountain Air Spray Company

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Melody Villard, as Chairman of Moffat County Board of County Commissioners, for Moffat County, a Body Politic, duly acknowledged the above and foregoing Amendment before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public

Address:

\_\_\_\_\_ duly acknowledged the above and foregoing Lease  
before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public

[SEAL]

Address:

**PURCHASE OF  
SERVICE CONTRACT  
CORE SERVICES PROGRAM  
SUBSTANCE ABUSE TREATMENT SERVICES  
6/1/2025 - 5/31/2026**

1. THIS CONTRACT, made this 27<sup>th</sup> day of May, 2025 by and between the Moffat County Board of County Commissioners, 1198 West Victory Way, Suite 204, Craig, CO 81625, hereinafter called "County" and Procom/MCC Drug and Alcohol Testing at 1330 Nth 12<sup>th</sup> Street, Grand Junction, CO 81501, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2025 until May 31, 2026, regardless of the date of execution.
3. County agrees to purchase, and Contractor agrees to provide Substance Abuse Treatment Services to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Rule Manual Volume 7, Section 7.303, and, if appropriate, the State-approved County Core Services Plan.
4. County agrees to purchase and the contractor agrees to provide services to be billed at the following rates:
  - ETG UA Panel - \$45/Test
  - Hair Follicle (5 Panel) - \$150/Test
  - Urine Analysis (7 Panel + ETG + FEN) - \$60/Test
  - 7 Panel/ETG UA - \$60/Test
  - 5 Panel Expanded Opiates Hair Follicle test - \$160/Test
  - 7 Panel Hair Follicle Test - \$185/Test
  - 10 Panel Hair Follicle Test - \$225/Test
  - 13 Panel Hair Follicle Test - \$245/Test
  - 17 Panel Hair Follicle Test - \$275/Test

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. The parties agree that the Contractor's relationship with the county is that of 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 County. The Contractor shall receive

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

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

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

6. The parties agree that payment pursuant to this Contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).
7. County agrees:
  - a) To determine child eligibility and, as appropriate, to provide information regarding rights to fair hearings.
  - b) To provide the Contractor with written prior authorization on a child or family basis for services to be purchased.
  - c) To provide the 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 the Contractor after receipt of timely billing statements for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor agrees:
  - a) Not to assign any provision of this Contract to a subcontractor.



- b) Not to charge clients any fees related to services provided under this contract.
- c) To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable Colorado Department of Human Services qualification requirements.
- d) To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- e) To provide the service described herein at a 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. The Contractor acknowledges that billing statements must be received in a timely manner, no later than forty-five (45) days after services. Failure to do so may result in non-payment.
- g) To safeguard the information and confidentiality of the child and the child's family in accordance with the rules of the Colorado Department of Human Services, the County Department of Human/Social Services, the laws of the United States, and the State of Colorado.
- h) To provide County with reports on the provision of services as follows:
  - Within 6 weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
  - At intervals of 1 month with the submission of the monthly bill, from the time of enrollment/participation, submit reports that include progress and barriers in achieving provisions of the treatment plan.
  - Contractor will provide the County with a printed, comprehensive test result for each test that is billed for. The test result will provide a breakout of the substances tested for and results of the presence of each in the test sample was extraordinary in any way, i.e., temperature, color, amount, etc.
- i) To provide access for any duly authorized representative of the County or the Colorado Department of Human Services until the expiration of five (5) years after the final payment under this Contract, involving transactions related to this Contract.
- j) Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of any such claims or actions.
- k) Insurance. At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

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

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

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

All insurance shall be issued by a company(ies) authorized to do business in the State of

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

9. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
10. All payments will be paid through the State's approved automated system, as appropriate.

Core Services Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5).

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

Moffat County Department of Human Services



Kristin Grajeda, Director

5/14/2025

Date

Moffat County Board of County Commissioners

Melody Villard, Chair

Date

Contractor

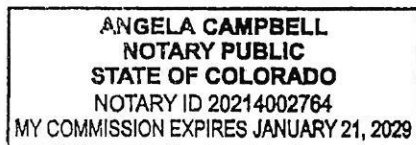
 Regional Director  
Contractor Signature, Title

5-14-25  
Date

STATE OF COLORADO            ))  
  )) ss.  
COUNTY OF Mesa            ))

Subscribed and affirmed to before me this 14<sup>th</sup> day of May, 2025, by  
Melissa Poole.

Witness my hand and seal.



Notary Public

Original to Contractor Copy  
to the Case File  
Copy to County Bookkeeping

PURCHASE OF  
SERVICE CONTRACT  
CORE SERVICES PROGRAM  
SUBSTANCE ABUSE TREATMENT SERVICES  
6/1/2025, 5/31/2026

1. THIS CONTRACT, made this 30 day of May, 2025 by and between the Moffat County Board of County Commissioners, 1198 West Victory Way, Suite 204, Craig, CO 81625, hereinafter called "County" and The Place I go at 104 Meeker Street, Delta, CO 81416, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2025 until May 31, 2026, of the date of execution.
3. County agrees to purchase, and Contractor agrees to provide Substance Abuse Treatment Services to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Rule Manual Volume 7, Section 7.303, and, if appropriate, the State-approved County Core Services Plan.
4. County agrees to purchase and the contractor agrees to provide services to be billed at the following rates:
  - Lab-Based Urinalysis for Alcohol Only ETG - \$30/Test
  - 5 Panel Hair follicle Test - \$89/Test
  - 6 Panel Redi Cup and Confirmation - \$35/Test
  - Saliva - Instant Test (There is no lab confirmation of results, test results are given in real time) - \$19/Test
  - Saliva - Lab Confirmation (Saliva lab confirmation pre-substance from saliva test) - \$29/Test
  - Lab-Based Urinalysis (UA) - 6 Panel with automatic confirmation of ETG (Meth/Amp, Cocaine Benzodiazepines, Marijuana, Opiates) - \$19/Test
  - Lab-Based Urinalysis (UA) Fentanyl - 7 Panel with auto confirmation of ETG (Meth/Amp, cocaine, benzodiazepines, Marijuana, Opiates and Fentanyl) - \$21/Test
  - Lab-Based Urinalysis (UA) Confirmation (The cost of this services is per substance requiring a confirmation level) - \$18/Test

The amount to be expended pursuant to this Agreement shall not exceed FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$5,000). 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. The parties agree that the Contractor's relationship with the county is that of 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 County. The Contractor shall receive no additional reimbursement for expenses without prior approval from the County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

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

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

6. The parties agree that payment pursuant to this Contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).
7. County agrees:
  - a) To determine child eligibility and, as appropriate, to provide information regarding rights to fair hearings.
  - b) To provide the Contractor with written prior authorization on a child or family basis for services to be purchased.
  - c) To provide the 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 the Contractor after receipt of timely billing statements for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.



8.

Contractor agrees:

- a) Not to assign any provision of this Contract to a subcontractor.
- b) Not to charge clients any fees related to services provided under this contract.
- c) To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable Colorado Department of Human Services qualification requirements.
- d) To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- e) To provide the service described herein at a 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. The Contractor acknowledges that billing statements must be received in a timely manner, no later than forty-five (45) days after services. Failure to do so may result in non-payment.
- g) To safeguard the information and confidentiality of the child and the child's family in accordance with the rules of the Colorado Department of Human Services, the County Department of Human/Social Services, the laws of the United States, and the State of Colorado.
- h) To provide County with reports on the provision of services as follows:
  - Within 6 weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
  - At intervals of 1 month with the submission of the monthly bill, from the time of enrollment/participation, submit reports that include progress and barriers in achieving provisions of the treatment plan.
  - Contractor will provide the County with a printed, comprehensive test result for each test that is billed for. The test result will provide a breakout of the substances tested for and results of the presence of each in the test sample was extraordinary in any way, i.e., temperature, color, amount, etc.
- i) To provide access for any duly authorized representative of the County or the Colorado Department of Human Services until the expiration of five (5) years after the final payment under this Contract, involving transactions related to this Contract.
- j) Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of any such claims or actions.
- k) Insurance. At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

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

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

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

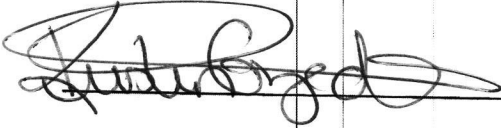
All insurance shall be issued by a company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. Contractor shall demonstrate contractual liability coverage supporting the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

9. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
10. All payments will be paid through the State's approved automated system, as appropriate.

Core Services Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5).

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

Moffat County Department of Human Services



Kristin Grajeda, Director

5/21/2025

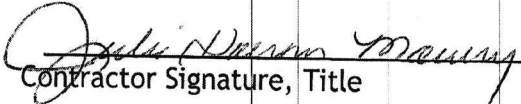
Date

Moffat County Board of County Commissioners

\_\_\_\_\_  
Melody Villard, Chair

\_\_\_\_\_  
Date

Contractor

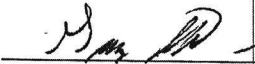
  
Contractor Signature, Title

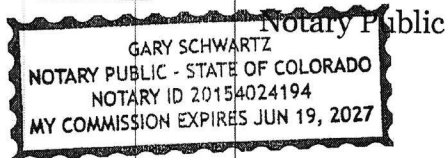
5/20/2025  
Date

STATE OF COLORADO            ))  
  )) ss.  
COUNTY OF Delta            ))

Subscribed and affirmed to before me this 20<sup>th</sup> day of May, 2025, by  
Julie Moray

Witness my hand and seal.





Original to Contractor Copy  
to the Case File  
Copy to County Bookkeeping

**PURCHASE OF SERVICE CONTRACT**  
**Core Services Program**  
**Mental Health Treatment Services**  
**06/01/2025 - 05/31/2026**

1. THIS CONTRACT, made this 16 day of May, 2025 by and between the Moffat County Board of County Commissioners, 1198 West Victory Way, Suite 204, Craig, CO 81625, hereinafter called "County" and Behavioral Health and Wellness at 3150 North 12th Street, Grand Junction, CO 81506, hereinafter called "Contractor."
  2. This contract will be effective from June 1, 2025 until May 31, 2026, regardless of the date of execution.
  3. County agrees to purchase, and Contractor agrees to provide Mental Health Treatment Services to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Rule Manual Volume 7, Section 7.303, and, if appropriate, the State-approved County Core Services Plan.
  4. County agrees to purchase and the contractor agrees to provide services to be billed at the following rates:
    - Individual Counseling - \$125/hour
    - Family Counseling - \$105/hour
    - Psychological Exam/Adult - \$950/hour
    - Psychological Exam/Child - \$850/hour
    - Neuropsychological Exam - \$2,000/event
    - Parent/Child Interactional - \$150/hour, not to exceed \$4500 per person
    - Court Testimony, authorized preparation time and report writing - \$100/hour

If a client/family does not contact the Contractor to reschedule or cancel prior to the scheduled appointment, and the contractor contracts the County the same day as the missed appointment, the County will pay the negotiated rate of service for three times per client throughout the fiscal year. Client/Family allowed only 2 no-show/late cancellation then a new referral will need to be issued.
- The amount to be expended pursuant to this Agreement shall not exceed TWENTY-FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$25,000). 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. The parties agree that the Contractor's relationship with the county is that of 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 County. The Contractor shall receive no additional reimbursement for expenses without prior approval from the County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

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

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

6. The parties agree that payment pursuant to this Contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).
7. County agrees:
  - a) To determine child eligibility and, as appropriate, to provide information regarding rights to fair hearings.
  - b) To provide the Contractor with written prior authorization on a child or family basis for services to be purchased.
  - c) To provide the 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 the Contractor after receipt of timely billing statements for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.



8. Contractor agrees:
- a) Not to assign any provision of this Contract to a subcontractor.
  - b) Not to charge clients any fees related to services provided under this contract.
  - c) To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable Colorado Department of Human Services qualification requirements.
  - d) To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
  - e) To provide the service described herein at a 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. The Contractor acknowledges that billing statements must be received in a timely manner, no later than forty-five (45) days after services. Failure to do so may result in non-payment.
  - g) To safeguard the information and confidentiality of the child and the child's family in accordance with the rules of the Colorado Department of Human Services, the County Department of Human/Social Services, the laws of the United States, and the State of Colorado.
  - h) To provide County with reports on the provision of services as follows:
    - Within 6 weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
    - At intervals of 1 month with the submission of the monthly bill, from the time of enrollment/participation, submit reports that include progress and barriers in achieving provisions of the treatment plan.
  - i) To provide access for any duly authorized representative of the County or the Colorado Department of Human Services until the expiration of five (5) years after the final payment under this Contract, involving transactions related to this Contract.
  - j) Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of any such claims or actions.
  - k) Insurance. At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

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

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

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

All insurance shall be issued by a company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. Contractor shall demonstrate

contractual liability coverage supporting the indemnity provisions of this contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance shall be delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County

9. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
10. All payments will be paid through the State's approved automated system, as appropriate.

Core Services Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5).

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

Moffat County Department of Human Services

Kristin Grajeda  
Kristin Grajeda, Director

5/21/2025  
Date

Moffat County Board of County Commissioners

Melody Villard, Chair

Date

Contractor

Cheryl Young, LMFT

Contractor Signature, Title

5/15/2025  
Date

STATE OF COLORADO ))

)) ss.

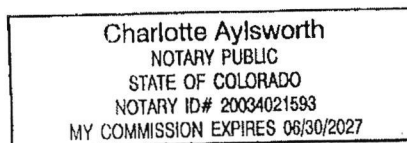
COUNTY OF Mesa ))

Subscribed and affirmed to before me this 15 day of May, 2025, by  
Cheryl Young, LMFT CEO

Witness my hand and seal.

Charlotte Aylsworth

Notary Public



Original to Contractor Copy  
to the Case File  
Copy to County Bookkeeping

PURCHASE OF  
SERVICE CONTRACT  
CORE SERVICES PROGRAM  
MENTAL HEALTH TREATMENT SERVICES  
06/01/2025 - 05/31/2026

1. THIS CONTRACT, made this 27<sup>th</sup> day of May, 2025 by and between the Moffat County Board of County Commissioners, 1198 West Victory Way, Suite 204, Craig, CO 81625, hereinafter called "County" and Healthy Minds, LLC at 1280 Industrial Avenue, Suite 101, Craig, CO 81625, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2025 until May 31, 2026, regardless of the date of execution.
3. County agrees to purchase, and Contractor agrees to provide Mental Health treatment Services to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Rule Manual Volume 7, Section 7.303, and, if appropriate, the State-approved County Core Services Plan.
4. County agrees to purchase and the contractor agrees to provide services to be billed at the following rates:
  - Individual Counseling - \$110/Hour
  - Family Counseling - \$120/Hour
  - Group Therapy - \$35/Hour
  - Mental Health Assessment - \$120/Hour
  - EMDR - \$120/hour
  - Coaching - \$30/Hour
  - Therapeutic Aid - \$50/Hour
  - Court Testimony, authorized preparation time and report writing - \$90/Hour

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. The parties agree that the Contractor's relationship with the county is that of 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 County. The Contractor shall receive no additional reimbursement for expenses without prior approval from the County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

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



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

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

6. The parties agree that payment pursuant to this Contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).
7. County agrees:
  - a) To determine child eligibility and, as appropriate, to provide information regarding rights to fair hearings.
  - b) To provide the Contractor with written prior authorization on a child or family basis for services to be purchased.
  - c) To provide the 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 the Contractor after receipt of timely billing statements for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor agrees:
  - a) Not to assign any provision of this Contract to a subcontractor.
  - b) Not to charge clients any fees related to services provided under this contract.
  - c) To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable Colorado Department of Human Services qualification requirements.
  - d) To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
  - e) To provide the service described herein at a 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. The Contractor acknowledges that billing statements must be received in a timely manner, no later than forty-five (45) days after services. Failure to do so may result in non-payment.
  - g) To safeguard the information and confidentiality of the child and the child's family in accordance with the rules of the Colorado Department of Human Services, the County Department of Human/Social Services, the laws of the United States, and the State of Colorado.
  - h) To provide County with reports on the provision of services as follows:
    - Within 6 weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
    - At intervals of 1 month with the submission of the monthly bill, from the time of enrollment/participation, submit reports that include progress and barriers in achieving provisions of the treatment plan.
  - i) To provide access for any duly authorized representative of the County or the Colorado Department of Human Services until the expiration of five (5) years after the final payment under this Contract, involving transactions related to this Contract.
  - j) Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of any such claims or actions.
  - k) Insurance. At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

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

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

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

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

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

notification in writing.

10. All payments will be paid through the State's approved automated system, as appropriate.

Core Services Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5).

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

Moffat County Department of Human Services



Kristin Grajeda, Director

5/20/2025

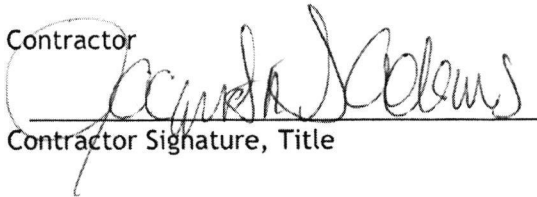
Date

Moffat County Board of County Commissioners

\_\_\_\_\_  
Melody Villard, Chair

\_\_\_\_\_  
Date

Contractor

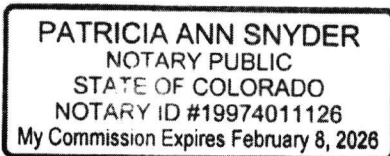
  
Contractor Signature, Title


5/19/2025  
Date

STATE OF COLORADO            ))  
  )) ss.  
COUNTY OF MOFFAT        ))

Subscribed and affirmed to before me this 19<sup>TH</sup> day of MAY, 2025, by  
JACQUELYN S. ADAMS.

Witness my hand and seal.



  
Notary Public

Original to Contractor Copy  
to the Case File  
Copy to County Bookkeeping



PURCHASE OF  
SERVICE CONTRACT  
CORE SERVICES PROGRAM  
MENTAL HEALTH TREATMENT SERVICES  
6/1/2025 - 5/31/2026

1. THIS CONTRACT, made this 27<sup>th</sup> day of May, 2025 by and between the Moffat County Board of County Commissioners, 1198 West Victory Way, Suite 204, Craig, CO 81625, hereinafter called "County" and Karla Persichitte, ~~LLP~~ LPC LLC at P.O. Box 1609, Hayden, CO 81639, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2025 until May 31, 2026, regardless of the date of execution.
3. County agrees to purchase, and Contractor agrees to provide Mental Health Treatment Services to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Rule Manual Volume 7, Section 7.303, and, if appropriate, the State-approved County Core Services Plan.
4. County agrees to purchase and the contractor agrees to provide services to be billed at the following rates:
  - Mental Health Assessment/Intake - \$125/Hour
  - Individual Counseling - \$125/Hour
  - Family Counseling - \$125/Hour
  - Authorized Court Preparation (Including time, phone calls, emails, report writing, travel time and records submission.) - \$220/Hour
  - Authorized Court Testimony - \$250/Hour
  - Filing Documents with the court - \$100, plus associated court fees
  - Care Coordination (Including physicians, mental health clinicians, DHS caseworkers, GAL's associated meetings, FEM attendance and collaboration with other providers, etc.) - \$65/Hour

The amount to be expended pursuant to this Agreement shall not exceed TWENTY-FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$25,000). 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. The parties agree that the Contractor's relationship with the county is that of 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 County. The Contractor shall receive no additional reimbursement for expenses without prior approval from the County (i.e. travel, computer supplies, meeting expenses of its employees,

phone/fax/internet fees, etc.).

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

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

6. The parties agree that payment pursuant to this Contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).
7. County agrees:
  - a) To determine child eligibility and, as appropriate, to provide information regarding rights to fair hearings.
  - b) To provide the Contractor with written prior authorization on a child or family basis for services to be purchased.
  - c) To provide the 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 the Contractor after receipt of timely billing statements for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor agrees:
  - a) Not to assign any provision of this Contract to a subcontractor.
  - b) Not to charge clients any fees related to services provided under this contract.
  - c) To hold the necessary license(s) which permits the performance of the service to be

purchased, and/or to meet applicable Colorado Department of Human Services qualification requirements.

- d) To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- e) To provide the service described herein at a 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. The Contractor acknowledges that billing statements must be received in a timely manner, no later than forty-five (45) days after services. Failure to do so may result in non-payment.
- g) To safeguard the information and confidentiality of the child and the child's family in accordance with the rules of the Colorado Department of Human Services, the County Department of Human/Social Services, the laws of the United States, and the State of Colorado.
- h) To provide County with reports on the provision of services as follows:
  - Within 6 weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
  - At intervals of 1 month with the submission of the monthly bill, from the time of enrollment/participation, submit reports that include progress and barriers in achieving provisions of the treatment plan.
- i) To provide access for any duly authorized representative of the County or the Colorado Department of Human Services until the expiration of five (5) years after the final payment under this Contract, involving transactions related to this Contract.
- j) Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of any such claims or actions.
- k) Insurance. At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

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

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

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

All insurance shall be issued by a company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance shall be delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners.

The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County

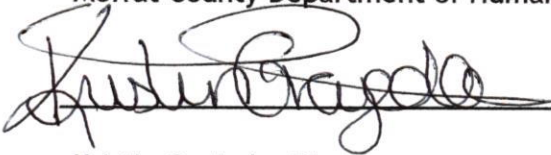
9. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
10. All payments will be paid through the State's approved automated system, as appropriate.

Core Services Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5).

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



Moffat County Department of Human Services



Kristin Grajeda, Director

5/12/2025

Date

Moffat County Board of County Commissioners

\_\_\_\_\_  
Melody Villard, Chair

\_\_\_\_\_  
Date

Contractor



Contractor Signature, Title

5/12/2025

Date

STATE OF COLORADO )  
COUNTY OF Moffat ) ss.

Subscribed and affirmed to before me this 12<sup>th</sup> day of May, 2025, by  
Carla Schroeder

Witness my hand and seal.



  
Notary Public

Original to Contractor Copy  
to the Case File  
Copy to County Bookkeeping

**PURCHASE OF SERVICE CONTRACT**  
**Core Services Program**  
**Life Skill Treatment Services**  
**06/01/2025 - 05/31/2026**

1. THIS CONTRACT, made this 1st day of June, 2025 by and between the Moffat County Board of County Commissioners, 1198 West Victory Way, Suite 204, Craig, CO 81625, hereinafter called "County" and Diane Prather at P.O Box 415, Craig, CO 81625, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2025 until May 31, 2026, regardless of the date of execution.
3. County agrees to purchase, and Contractor agrees to provide Life Skills Treatment Services to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Rule Manual Volume 7, Section 7.303, and, if appropriate, the State-approved County Core Services Plan.
4. County agrees to purchase and the contractor agrees to provide services to be billed at the following rates:
  - Life Skills Services - \$90/Hour
  - Parenting Skills Classes - \$90/Hour
  - Special Report Writing - \$90/Hour
  - Class Planning - \$90/Hour
  - Out of Moffat County Services - \$90/Hour + Travel time at \$50/Hour
  - "No Show" Cancellations - \$90/Occurrence

Up to 4 "No Shows" per family per year. After 2 "No Shows" client, caseworker and contractor shall meet to decide whether to continue and make a new commitment.

A "No Show" is defined as a client failing to notify Diane Prather that he or she will not be at an appointment by calling (970)-824-8809 or (970)-756-8808 before 7:00 a.m. on the day of the appointment.

The amount to be expended pursuant to this Agreement shall not exceed TWENTY THOUSAND DOLLARS AND NO/100 CENTS (\$20,000). 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. The parties agree that the Contractor's relationship with the county is that of 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 County. The Contractor shall receive no additional reimbursement for expenses without prior approval from the County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is

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

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

6. The parties agree that payment pursuant to this Contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).
7. County agrees:
  - a) To determine child eligibility and, as appropriate, to provide information regarding rights to fair hearings.
  - b) To provide the Contractor with written prior authorization on a child or family basis for services to be purchased.
  - c) To provide the 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 the Contractor after receipt of timely billing statements for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor agrees:
  - a) Not to assign any provision of this Contract to a subcontractor.
  - b) Not to charge clients any fees related to services provided under this contract.
  - c) To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable Colorado Department of Human Services qualification requirements.
  - d) To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
  - e) To provide the service described herein at a 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. The Contractor acknowledges that billing statements must be received in a timely manner, no later than forty-five (45) days after services. Failure to do so may result in non-payment.
  - g) To safeguard the information and confidentiality of the child and the child's family in accordance with the rules of the Colorado Department of Human Services, the County Department of Human/Social Services, the laws of the United States, and the State of Colorado.
  - h) To provide County with reports on the provision of services as follows:
    - Within 6 weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
    - At intervals of 1 month with the submission of the monthly bill, from the time of enrollment/participation, submit reports that include progress and barriers in achieving provisions of the treatment plan.
  - i) To provide access for any duly authorized representative of the County or the Colorado Department of Human Services until the expiration of five (5) years after the final payment under this Contract, involving transactions related to this Contract.
  - j) Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of any such claims or actions.
  - k) Insurance. At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

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

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

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

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

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



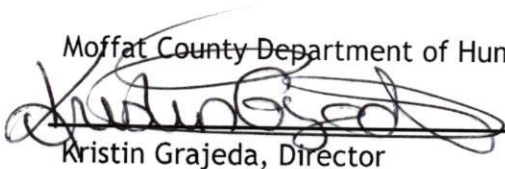
notification in writing.

10. All payments will be paid through the State's approved automated system, as appropriate.

Core Services Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5)).

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

Moffat County Department of Human Services

  
Kristin Grajeda, Director

Date

5/21/2025

Moffat County Board of County Commissioners

Melody Villard, Chair

Date

Contractor Prather Productions/ Diane Prather

Diane Prather, President

Contractor Signature, Title

Date

5/21/25

STATE OF COLORADO

))

)) ss.

COUNTY OF

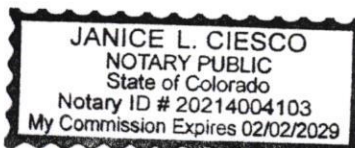
Moffat

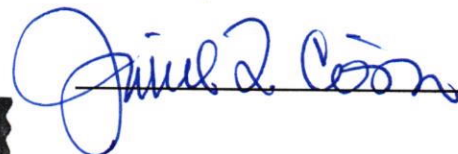
))

\_\_\_\_\_

Subscribed and affirmed to before me this 21<sup>st</sup> day of May, 2025, by Diane Prather

Witness my hand and seal.





Human Resources Department

Moffat County

Date: 05/27/2025

Subject: Request for Salary Increases for Sheriff's Office Staff

**To: Moffat County Board of County Commissioners**

Dear Commissioners,

I am writing to formally request your consideration and approval of salary increases for all staff within the Moffat County's Sheriff's Office. This request is prompted by ongoing challenges in recruitment, increased staff turnover, and the urgent need to retain experienced personnel who provide vital public safety services to our community.

Over the past year, the Sheriff's Office has faced increasing difficulty filling vacant positions. Competitive wages offered by surrounding counties and private sector opportunities continue to draw qualified applicants away from Moffat County. In addition, we have seen a troubling rise in turnover among Patrol and Detention Deputies, many whom have cited compensation concerns as a significant factor in their decision to leave.

This affects the operational efficiency of the office, but also places additional strain on remaining personnel, impacting moral and public safety response times. The loss of experienced staff also requires additional time and resources for training and onboarding, which can be costly and disruptive. Current staff are working extra hours and at Times are not able to utilize earned vacation or other accruals.

Our Deputies, detention officers, and administrative staff perform critical roles that ensure the safety and well-being of Moffat County residents. In order to continue providing consistent, high-quality services, it is imperative that we offer competitive and sustainable compensation that reflects the importance and difficulty of these positions.

I respectfully request the BOCC's support in implementing the proposed salary adjustment provided by our Finance department and our Sheriff's office for all Sheriff's Office personnel. Certain staff depending on rank or position, will receive specific percentages.

Thank you for your time and attention to this matter. Your support of public safety in Moffat County is deeply appreciated.

Sincerely,

Rachel A. Bower

Human Resources Director

Human Resources Department

May 27<sup>th</sup>, 2025

**To:** Moffat County Board of County Commissioners:

**Subject:** Conclusion of Employment Negotiations- Moffat County Attorney Position.

Following the completion of the recruitment process, I am pleased to report that employment negotiations have successfully concluded with our selected candidate for the attorney position, Max Salazar.

I am seeking formal approval from the Board of County Commissioners to proceed with the hiring of Max Salazar. The terms of employment have been negotiated in alignment with county policies and within the previously discussed parameters provided by both parties.

All terms of employment, including compensation and benefits will be finalized once the board's approval is received. This position was posted to allow flexibility to include the following status, full-time, part-time, or a contracted position with Moffat County.

**Terms of employment will include the following:**

- Exempt County Position with an annual salary of \$110,000.
- Consistent office schedule, Monday – Thursday, with 24 hours each week. Candidate will have flexibility to set those scheduled hours within the requested days. This request is set forward to have consistency with business operations of the county and to provide support to staff.
- In person attendance requested for all BOCC meetings, with remote appearance approved due to any constraints that may arise.
- Position approved for remote work due to permitted circumstances.
- Candidate will receive all paid holidays recognized by Moffat County.
- All necessary IT equipment, training, and membership dues approved for candidate through annual Moffat County Attorney office budget.
- Moffat County Benefits will be provided to candidate to include medical, dental, life insurance, retirement and access to Moffat County's onsite free employee clinic.
- PTO approved to be accrued at .5 of Full-time employee, or per review of current Moffat County designated accrual limits.
- Support staff to the county attorney will be provided by our Moffat County Paralegal.
- Candidate's estimated start date will be effective June 23<sup>rd</sup>, 2025, with new hire onboarding to be conducted on June 17<sup>th</sup>, 2025 by our Human Resources Department.
- Outside employment will be approved, per Moffat County's handbook policy. This will be requested in writing from the applicant and will be conducted outside of scheduled hours with Moffat County.

Thank you for your time and consideration.

Sincerely,

Rachel Bower

Human Resources Director



**No - Cost Consulting  
Low - Cost Training**

**[www.coloradosbdc.org](http://www.coloradosbdc.org)**



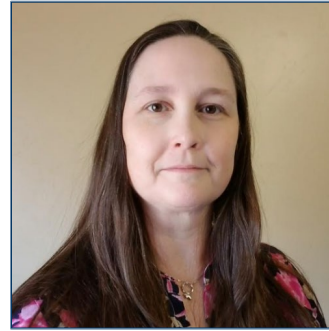
## Small Business Development Center



Ashley Dishman  
Coal Region  
Business Navigator



Ashley Pynes  
Associate Director



Danise Cardona  
Program Coordinator  
& Lead Advisor



Erin McCuskey  
NW Director

w/ support from 300+ small business advisors





## SBDC Service Model:

- No-Cost Advising
- Training
- Resource Navigation

## OEDIT Just Transition Grant:

- Project began July 1st, 2024 to expand SBDC connectivity in Moffat, Rio Blanco & Routt Counties
- Created an SBDC Business Navigator role - 30 hour/week contractor based in Craig
- Engaged 2 additional contract advisors for the region; recruitment is beginning for additional advisors and 1-2 more business navigators
- Monthly entrepreneurial meetups in Craig in addition to piloting similar events and training across the region

## SBDC Value Proposition:

- Proven program for community-based economic development
- Foundational resources that stand the test of time
- Scalable based on funding - current objective in the coal region is to raise awareness and increase access while funds are available



**July 1, 2024 -  
March 31, 2025  
(3 quarters)**

**Just Transition  
Grant Only**



## Client Statistics:

58	Unique Consulting Clients
156	Total Consulting Sessions
2.7	Average Consulting Sessions per Client
133	Training Attendees

55% increase over our core SBDC metrics during the same period the previous year.



## Other SBDC Programs:

- Childcare Business Programming
- Agriculture Business Support
- Access to Capital
- Exit Planning
- Comprehensive Business Planning
- Startup Business Series
- Cybersecurity
- Government Contracting



## Economic Impact: Lag Measures

- Capital Transactions
- Capital Formation (dollars)
- Business Starts
- Jobs Created
- Jobs Retained
- Sales Increase

The SBDC collects this information from clients annually, and we expect economic impact to compound beyond the timeline of the grant.

## Strategies:

- Trust-building and connectivity in rural communities
- Simplifying the menu of options for entrepreneurs
- Confidentiality
- Training - on-demand vs. in-person
- Referrals - your referrals are vital to the SBDC's success

## Testimonials:

"I don't have numbers to reflect [economic impact], as I am still too new, but the SBDC has been super helpful in getting me this far. I greatly appreciate the support I've gotten from the team, the workshops online and live, and my local mentor. I am optimistic for the future! Thank you so very much."

"It's a wonderful program. It's really helpful for us (personally) - and as a city - to help small businesses like ours, because the more small businesses we have the better shape we'll be in, especially as they close the mines."

"We wouldn't be where we are today without the support and guidance from the Small Business Development Center. Their team helped us navigate the startup process, refine our business plan, and connect with critical funding opportunities. [Our business] is proud to have them in our corner—and we're grateful for their ongoing support as we continue to grow."



# No - Cost Consulting Low - Cost Training

[www.coloradosbdc.org](http://www.coloradosbdc.org)

Ashley Dishman, Business Navigator: [adishman@northwestsbdc.org](mailto:adishman@northwestsbdc.org)