

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 28, 2024**

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

**Consent Agenda -**

Review & Sign the following documents:

**Minutes:**

- a) May 14 (pgs 3-5)

**Resolutions:**

- b) 2024-56: Payroll (pg 6)
- c) 2024-57: Transfer of Intergovernment Funds for May (pg 7)
- d) 2024-58: P-Cards (pg 8)
- e) 2024-59: Voided Warrants for May (pg 9)
- f) 2024-60: A/P (pg 10)

**Contracts & Reports:**

- g) Ratify Department of Public Health Gun Safety Grant application (pgs 11 & 12)
- h) Intergovernmental Agreement: Sheriff's Office/CO State Patrol – Dispatch Services (pgs 13-22)
- i) Fair Entertainment contract: Infunity Events (pgs 23-28)
- j) Craig-Moffat Airport Cultural Resource Survey contract w/Metcalf Archeology Consultants (pgs 29-36)
- k) Department of Public Health Core Immunization contract with Colorado Department of Public Health & Environment (pgs 37-52)
- l) Department of Public Health Emergency Preparedness and Response contract w/Colorado Department of Public Health & Environment (pgs 53-73)
- m) Right of Way renewals:
  - County Road 182 (pgs 74-78)
  - County Road 57 (pgs 79-84)
  - BLM Road to Villard Gravel Pit (pgs 85-89)

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



2:34 PM5/24/2024

## Public Comment/General Discussion:

## Public Hearing:

8:45am

- 1) Clerk & Recorder's Office – Stacy Morgan  
Special Events Permit: Craig Chamber of Commerce – Whittle the Wood Beer Garden  
(pgs 90-94)

## Staff Reports:

Moffat County Tourism Association – Tom Kleinschnitz

- Honor service of former board member

- 2) Office of Development Services – Neil Binder

- Bid recommendation: Tractor & Mini Excavator for Moffat County Parks Department  
(pg 95)

- 3) County Attorney – Rebecca Tyree

- Request Waiving Bid Process for Independent Contractor to Provide Professional Services as Special County Attorney (pgs 96-100)

- Pending receipt of proposal and agreement by all parties, authorizing one commissioner to sign

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/LfjHoRebRAU>

OR

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

## Adjournment

The next scheduled BOCC meeting will be Tuesday, June 11, 2024 - 8:30 am

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

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



2:34 PM5/24/2024

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

May 14, 2024

**In attendance:** Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Neil Binder; Angie Boss; Chris Nichols; Candace Miller; Jim Howell; Rebecca Tyree; Barry Barnes; Melinda Peterson; Dale Peterson; Rebekah Greenwood; Lois Wymore; Jeff Comstock

**Call to Order**  
**Pledge of Allegiance**

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

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

**Consent Agenda –**

Review & Sign the following documents: (see attached)

**Minutes:**

- a) April 23

**Resolutions:**

- b) 2024-52: Voided Warrants for May 2024
- c) 2024-53: Payroll
- d) 2024-54: Amended Fee Schedule
- e) 2024-55: Accounts Payable

**Contracts & Reports:**

- f) Treasurer's Report
- g) Fair Entertainment contract: 1340 Band
- h) Senergy Petroleum account application
- i) Groendyke Transport account application
- j) Cooperative Services Agreement w/USDA for Wildlife Services
- k) Construction Agreement for Airport Apron Seal Coat w/CR Contracting
- l) Contract Amendment #1 – SWCA/Pumped Hydro Socio-Economic Study
- m) Maybell Store dba Backyard Booze Shop liquor license renewal
- n) Clerk's Office Recording Grant application
- o) Clerk's Office Service Agreement w/LEDS
- p) Loudy-Simpson Park Ice Arena Insulation Retrofit contract w/Charchalis Construction
- q) Department of Public Health Emergency Exit Door installation contract w/Charchalis Construction
- r) Public Safety Center Locks and Hinges Assessment contract w/Corvinus Group, LLC

Bohrer made a motion to approve the consent agenda items A-R. Broom seconded the motion. Villard mentioned that changes to the Fee Schedule would be available on the County website. 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:**

Lois Wymore complimented the County on the outcome of the new Courthouse.

Melinda Peterson attested to her positive experience with the Senior Social Center.

### **Staff Reports:**

- 1) **Office of Development Services – Neil Binder**
  - Additional abatement/demolition costs at old Courthouse (see attached)

Binder presented a change order from SGLC, the contractor that is doing the abatement/demolition of the old Courthouse. There has been an additional 5800 sq ft of asbestos uncovered in the demolition process, requiring extra labor and waste disposal, at a not to exceed cost of \$22,141.

Bohrer asked Binder if he thought the contractor would be able to stay under the \$2 million budgeted amount? Binder replied, that considering this was an old building that had been put together in many different phases/renovations, and that the EPA has had their hands in all aspects of this project, barring any other major, unforeseen changes, he feels it will come in at or under budget. Once the abatement phase is complete, the building demolition portion should happen pretty quickly.

Villard moved to approve the change order from SGLC for a not to exceed cost of \$22,141. Broom seconded the motion. Motion carried 3-0.

### **Presentation:**

#### **Senior Social Center – Rebekah Greenwood**

- Program update

Greenwood presented a slide show that illustrated the mission/programs of the Senior Social Center. Several board members of the Center were present to support Greenwood.

Meeting adjourned at 9:17 am

The next scheduled BOCC meeting is Tuesday, May 28, 2024



Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved on: \_\_\_\_\_

Attest by: \_\_\_\_\_

RESOLUTION 2024-56  
 PAYMENT OF PAYROLL WARRANTS  
 Payroll Ending 5/11/2024

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

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

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

**Pay Date 5/24/2024**

FROM FUND:			
General	0010.7000	\$271,754.62	cr
Road & Bridge	0020.7000	\$171,714.86	cr
Landfill	0070.7000	\$16,407.93	cr
Airport	0120.7000	\$791.51	cr
Library	0130.7001	\$11,865.45	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,016.89	cr
Mo Co Tourism	0320.7000	\$3,505.94	cr
PSC Jail	0072.7000	\$65,181.18	cr
Human Services	0030.7100	\$71,375.20	cr
Public Health	0065.7000	\$13,613.29	cr
SM I	0168.7000	\$4,525.00	cr
SM II	0169.7000	\$5,234.82	cr
TO FUND:			
Warrant	0100.1000	\$642,986.69	dr

Adopted this 28th day of May, A.D. 2024

\_\_\_\_\_  
 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 that the above and foregoing is a true and complete copy of the resolution

RESOLUTION 2024-57  
TRANSFER OF INTERGOVERNMENT FUNDS  
FOR THE MONTH OF MAY 2024

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

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

<i>From: (Fund)(CREDIT)</i>	<i>Amount</i>	<i>To: (Fund) (DEBIT)</i>	<i>Amount</i>
PUBLIC HEALTH	6.21	GENERAL	6.21
SUNSET MEADOWS I	150.00	SUNSET MEADOWS I DEPOSITS	150.00
SUNSET MEADOWS II DEPOSIT \$	300.00	SUNSET MEADOWS II	\$ 300.00
<b>TOTALS</b>	<b><u>\$ 456.21</u></b>	<b>TOTALS</b>	<b><u>\$ 456.21</u></b>

Adopted this 28th day of May, A.D. 2024

\_\_\_\_\_  
**Chairman**

COUNTY OF MOFFAT )  
  )ss

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

WITNESS my hand and seal this 28th day of May, A.D. 2024

\_\_\_\_\_  
**Clerk & Recorder**

RESOLUTION 2024-58  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF MAY 2024

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

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

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

FROM FUND:	Check Date:	5/28/2024		
General	110	<u>\$27,769.82</u>	CR	0010.7000
Road & Bridge	200	<u>\$997.69</u>	CR	0020.7000
Landfill	240		CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	<u>\$3,024.87</u>	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211	<u>\$385.76</u>	CR	0060.7000
Library	212	<u>\$1,815.02</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	<u>\$1,453.15</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	<u>\$817.53</u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$2,182.92</u>	CR	0320.7000
PSC - JAIL	210	<u>\$2,612.37</u>	CR	0072.7000
Human Sevices	220	<u>\$771.57</u>	CR	0030.7100
Public Health	250	<u>\$3,989.23</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$2,375.12</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$2,189.55</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$572.08</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$50,956.68</u>	DR	

Adopted this 28th day of May, 2024

\_\_\_\_\_  
Chairman

RESOLUTION 2024-59  
 VOIDED WARRANTS RESOLUTION  
 FOR THE MONTH OF MAY

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:

5.28.24

**TO: WARRANT FUND** 10-0000-2003 \$ **22.50** dr

VOID FUND	WARRANT #		VENDOR NAME		
GENERAL	438322	4.23.24	Ann Paschal Dodd Lost	\$	22.50

**FROM: WARRANT FUND** 10-0000-1001 \$ **22.50**

Adopted this 28th day of May, 2024

\_\_\_\_\_  
 Chairman

STATE OF COLORADO     )  
                                   )ss.  
 COUNTY OF MOFFAT     )

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

WITNESS my hand and seal this 28th day of May, A.D. 2024

\_\_\_\_\_  
 County Clerk & Ex-officio

cr

RESOLUTION 2024-60  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF MAY 2024

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

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

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

FROM FUND:	Check Date:	5/28/2024		
General	110	<u>\$204,245.71</u>	CR	0010.7000
Road & Bridge	200	<u>\$398,330.83</u>	CR	0020.7000
Landfill	240	<u>\$9,892.44</u>	CR	0070.7000
Airport	260	<u>\$2,513.48</u>	CR	0120.7000
Emergency 911	270	<u>\$1,675.76</u>	CR	0350.7000
Capital Projects	510	<u>\$2,165.44</u>	CR	0160.7000
Conservation Trust	211	<u>\$10,448.78</u>	CR	0060.7000
Library	212	<u>\$2,521.70</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720	<u>\$89,796.51</u>	CR	0080.7000
Senior Citizens	215	<u>\$110.91</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$4,026.83</u>	CR	0320.7000
PSC - JAIL	210	<u>\$10,681.29</u>	CR	0072.7000
Human Sevices	220	<u>\$2,427.65</u>	CR	0030.7100
Public Health	250	<u>\$7,413.31</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$2,789.02</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>\$1,092.12</u>	CR	0167.7000
Sunset Meadows II	920	<u>\$1,930.31</u>	CR	0169.7000
Sunset Meadows II Security	920	<u>\$636.42</u>	CR	0171.7000
Museum	229		CR	0310.7000
ACET	275		CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231	<u>\$151,483.60</u>	CR	0050.7000
To Fund				
Warrant		<u>\$904,182.11</u>	DR	

Adopted this 28th day of May, 2024

\_\_\_\_\_  
Chairman





*[Handwritten Signature]*

Date Grant Documents Received by Grant Review Committee: \_\_\_\_\_

**ROUTING:**  
Original - Requesting Department File  
Copy - Grant Review Committee(GRC)  
Copy - Other \_\_\_\_\_

# GRANT REVIEW ROUTING FORM

REQUESTING DEPARTMENT:	Moffat County Public Health		
Contact Person:	Sarah Copeland	Phone:	970-701-7903
		Email:	sarahcopeland@moffatcounty.net
GRANT SOURCE:	CDPHE's Office of Gun Violence Prevention		
GRANT PROPONENT:	100,000.00	COUNTY MATCH: \$	0.00
		GRANT AMOUNT: \$	100,000.00

### STATEMENT OF PURPOSE of GRANT:

This grant will be used to renew our safe firearm storage program. Like the previous program, we will buy and distribute locking gun safes, and the educational packets we had previously. The educational packets consist of safe gun storage and handling information, tips for new gun owners, child safety, suicide prevention phone numbers, victim's advocate numbers, and information on Colorado laws for stolen firearm reporting. With the previous program we distributed over 400 gun safes, and 145 ammunition storage containers and trigger locks. We still receive frequent calls from the public asking about our program. This will assist us in renewing it. We also plan to conduct a gun safety class to the public.

The Grant Proponent shall submit a draft of the grant application and a written narrative describing the grant program, together with a statement of the expected benefits of the grant to Moffat County and the expected costs to the County in accepting the grant.

\* The Grant Proponent shall submit the above information to the Grant Review Committee at least two (2) weeks before the date of a pre-application review of the Grant.

\*\* Note: It's the Grant Proponent's responsibility to learn the Moffat County Grant Policy and to comply with its requirements.

### GRANT POLICY PROVISIONS:

In applying for and accepting Grants, the following considerations must be evaluated:

- The Grant meets the scope and mission of Moffat County;
- Cost/benefit of administration, reporting, etc.;
- Current and future impacts on staffing and operations;
- Appropriate financial accounting can reasonably be accomplished;
- Appropriate staff support exists for implementation & administration; and
- Compliance w/ Office of Management of Budget Code of Fed. Regs. (2 CFR 200).
- Organizational and personal conflicts of interest;
- Future costs and staffing needs that occur after the grant period ends;
- Correlation with other existing and reasonably potential grants;
- TABOR implications, both short-term and long-term;

The Grant Proponent shall include any written informational materials concerning the grant program, at a minimum shall include the following:

Application Deadline:	05/17/2024	Personnel impact:	minimal
Grant start and end date (duration):	06/01/2024-06/30/2026 with possib	Asset impact:	none
In-kind proposed:	n/a	Letter of support requirements:	none
Proposed Grant Administrator:	Sarah Copeland	Supplemented services or items:	none

### REVIEW COMMITTEE REVIEW & RECOMMENDATIONS:

The Grant Review Committee has analyzed the benefits and costs of the proposed grant and believes this grant:

- is a value of benefits likely to be received by Moffat County from the Grant with a classification of:  New  Existing  One-Time
- Costs to Moffat County (soft and/or hard match elements) of complying with the terms of the grant are:   
*No match*
- Are there less cost alternatives available for obtaining the benefits that would be available through the grant?  Yes  No  Unknown
- Is there ability and management capacity of Moffat County to staff to administer the grant?  Yes  No  Unknown
- Is this proposed grant to be "passed through" to another agency, the ability of sub-grantee to administer the grant?  Yes  No  Unknown

### OTHER RECOMMENDATIONS:

*[Faint mirrored text from reverse side of page]*

<b>COMMITTEE'S APPROVAL RECOMMENDATION:</b>		Date:	5/11/2024
<input checked="" type="checkbox"/> Recommended for Approval	<input type="checkbox"/> NOT Recommended for Approval		

## Moffat County Grant Review Coversheet

Grant Name: OGVP Grant Program RFA# 22358264

Proposed Grant Administrator: Sarah Copeland

Summary of Grant: Grant monies will be used to continue and expand the previous gun safety program MCPH had started in the prior year. This program aims to provide free, functional, and lockable firearms storage methods to Moffat County residents. We will also host a gun safety class for free to residents.

Total Grant Amount if Awarded: \$100,000. \$50,000/year

Classification:    New x            Existing            One-Time

County or Other match Required: \$0

Grant Review Committee Finding:

Committee Summary This is a new grant consisting of \$100,000. We will however, continue an old program with it that was highly successful and popular with Moffat County resident's.

Cost/Benefit Analysis:

**Costs:** All costs will be covered by the grant monies

**Benefits:** This grant and the program that ensues will help prevent accidental deaths by keeping firearms out of the hands of children and others. It also will help prevent theft, suicides, and other firearm injuries and deaths. This program I believe is very beneficial to Moffat County resident's, as there are plenty of citizens with firearms, and this will help everyone regardless of income to store their guns in a safe and responsible manner.



# STATE OF COLORADO

## DEPARTMENT OF PUBLIC SAFETY

### INTERAGENCY AGREEMENT

#### COVER PAGE

<b>State Agency</b> Department of Public Safety, Colorado State Patrol	<b>Contract Number</b> [Blank]		
<b>Paying Agency</b> Moffat County Board of Commissioners, Moffat County Sheriff	<b>Contract Performance Beginning Date</b> July 1, 2024		
<b>Contract Maximum Amount</b> Initial Term State Fiscal Year 2025                      \$52,182.00 Extension Terms State Fiscal Year 2026                      \$56,356.56 State Fiscal Year 2027                      \$60,865.08 State Fiscal Year 2028                      \$65,734.29 State Fiscal Year 2029                      \$70,993.03 Total for All State Fiscal Years              \$306,130.97	<b>Initial Contract Expiration Date</b> June 30, 2029  <b>Contract Authority</b> Authority to enter into this agreement exists within § 29-1-203, C.R.S.		
<b>Contract Purpose</b> CSP will maintain a level of service consistent with existing resources within the communication center that will provide continuous statewide dispatching service 24 hours a day, 7 days a week for FY 25-29.			
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> <li>1. Exhibit A – Statement of Work</li> <li>2. Exhibit B – Sample Option Letter</li> </ol> <p>In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. Colorado Special Provisions in §0 of the main body of this Contract.</li> <li>2. The provisions of the other sections of the main body of this Contract.</li> <li>3. Exhibit A, Statement of Work.</li> <li>4. Exhibit B, Sample Option Letter.</li> </ol>			
<b>Principal Representatives</b> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;">                     For the State:                      Colorado State Patrol                      Jeremy Bussell                      Director, Public Safety IT &amp; Communication                      700 Kipling St, Ste 2000                      Lakewood, CO 80215                      Jeremy.bussell@state.co.us                 </td> <td style="width: 50%; vertical-align: top;">                     For Paying Agency:                      Moffat County Sheriff's Office                      Board of County Commissioners - Mr. Tony Bohrer, Chair                      1198 West Victory Way                      Craig, CO 81625                      tbohrer@moffatcounty.net                 </td> </tr> </table>		For the State: Colorado State Patrol Jeremy Bussell Director, Public Safety IT & Communication 700 Kipling St, Ste 2000 Lakewood, CO 80215 Jeremy.bussell@state.co.us	For Paying Agency: Moffat County Sheriff's Office Board of County Commissioners - Mr. Tony Bohrer, Chair 1198 West Victory Way Craig, CO 81625 tbohrer@moffatcounty.net
For the State: Colorado State Patrol Jeremy Bussell Director, Public Safety IT & Communication 700 Kipling St, Ste 2000 Lakewood, CO 80215 Jeremy.bussell@state.co.us	For Paying Agency: Moffat County Sheriff's Office Board of County Commissioners - Mr. Tony Bohrer, Chair 1198 West Victory Way Craig, CO 81625 tbohrer@moffatcounty.net		

## SIGNATURE PAGE

### THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

<p style="text-align: center;"><b>PAYING AGENCY</b> Moffat County Sheriff Mr. Tony Bohrer</p> <hr/> <p style="text-align: center;">By: Mr. Tony Bohrer</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor Colorado Department of Public Safety Stan Hilkey, Executive Director</p> <hr/> <p style="text-align: center;">By: Col. Matthew Packard, Chief, Colorado State Patrol</p> <p style="text-align: center;">Date: _____</p>
<p style="text-align: center;">2nd Paying Agency Signature if Needed</p> <hr/> <p style="text-align: center;">By: _____</p> <p style="text-align: center;">Date: _____</p>	
<p>This Contract is not valid until signed and dated below by the Controller or an authorized delegate.</p> <p style="margin-top: 20px;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <hr style="width: 30%; margin: 10px auto;"/> <p style="text-align: center;">By: Tanya Olsen, CDPS Controller</p> <p style="text-align: center;">Effective Date: _____</p>	

## CONTRACT

**THIS CONTRACT**, executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the State of Colorado, for the use and benefit of the Colorado Department of Public Safety (“State” or “CDPS”) and Moffat County Sheriff, , Colorado, (“Local Agency”), and the State and the Local Agency together shall be referred to as the “Parties.”

### RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of services and Local Agency costs.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. The Local Agency is prepared to provide the funding required for their contribution toward the services provided, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this agreement and to expend its funds for the Contribution.
6. The Local Agency has funds available and desires to provide 100% of the funding for the Work.
7. This contract is executed under the authority of §§ 29-1-203, C.R.S.
8. The parties hereto desire to agree upon the division of responsibilities with regard to the project.

### THE PARTIES NOW AGREE THAT:

#### **Section 1. Scope of Work**

The work under this Contract shall consist of dispatch services through the Colorado State Patrol Communication Center, and the Local Agency shall pay for such services as more specifically described in **Exhibit A**.

#### **Section 2. Order of Precedence**

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A. This Contract
- B. **Exhibit A** (Scope of Work)
- C. Other Exhibits in descending order of their attachment.

#### **Section 3. Term**

This Contract shall be effective upon approval of the State Controller or designee and shall terminate on June 30<sup>th</sup>, 2029, or sooner if any of the funding expires, or is sooner terminated or unless performance is extended in accordance with this Contract.

#### **Section 4. Funding Provisions**

- A. CDPS has estimated the total cost of the services for the Local Agency, as evidenced by an the signing of this Contract, which expressly authorizes the Local Agency the authority to expend its funds for the services provided.
- B. **The maximum amount payable by the Local Agency under this contract is provided on the Cover Page** and is limited to each State Fiscal Year beginning July 1 and ending June 30, unless such amount is increased by an appropriate written modification to this contract executed by the Parties hereto before any increased cost is incurred.
- D. The Parties hereto agree that this contract is contingent upon funds being made available. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party,

provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

### **Section 5. Payment Provisions**

- A. The Local Agency will reimburse the State for incurred costs relative to the services following the Local Agency's review and approval of such charges, subject to the terms and conditions of this agreement.
- B. If the Local Agency is to be billed for CDPS dispatch services incurred costs, the billing procedure shall be as follows:
  1. Upon receipt of each invoice from the State, the Local Agency will remit to the State the amount billed no later than 45 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that service may be suspended.
  2. If the Local Agency fails to make timely payment to the State as required within 60 days after the date of each invoice, the invoice shall be forwarded to a private collection agency in accordance with §24-30-202.4, C.R.S., where additional fees will apply.
- C. The State will prepare and submit to the Local Agency, no more than monthly, charges for costs incurred relative to the services provided. The State's invoices shall include a description of the services performed, the dates of performance and the amount due for services rendered. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.

### **Section 6. Record Keeping**

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this agreement. The State shall maintain such records for a period of three (3) years after the date of termination of this agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agency to inspect, review and audit the service records.

### **Section 7. Termination Provisions**

This agreement may be terminated as follows:

- A. Termination for Convenience. The State may terminate this agreement at any time the State determines that the purposes of the distribution of moneys under the agreement would no longer be served by completion of the agreement. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this agreement, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this agreement, the State shall thereupon have the right to terminate this agreement for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the agreement by the Local Agency.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the agreement had been terminated for convenience, as described herein.

### **Section 8. Legal Authority**

The Local Agency warrants that it possesses the legal authority to enter into this agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this agreement and to bind the Local Agency to its terms. The person(s) executing this agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this agreement.

### **Section 9. Representatives and Notice**

The State will provide liaison with the Local Agency through the CSP Communications Director. Said Director will also be responsible for coordinating the State's activities under this agreement. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the CSP Communications Center and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

### **Section 10. Successors**

Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

### **Section 11. Third Party Beneficiaries**

It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

### **Section 12. Governmental Immunity**

Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

### **Section 13. Severability**

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

### **Section 14. Waiver**

The waiver of any breach of a term, provision, or requirement of this agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

### **Section 15. Entire Understanding**

This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

#### **Section 16. Survival of Agreement Terms**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

#### **Section 17. Modification and Amendment**

This agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

#### **Section 18. Disputes**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement, which is not disposed of by agreement, will be decided by the Chief of the Colorado State Patrol. The decision of the Chief will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Public Safety. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the agreement in accordance with the Chief's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

#### **Section 19. Colorado Special Provisions (Colorado Fiscal Rule 3-3)**

These Special Provisions apply to all contracts except where noted in italics.

##### **A. Approval**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

##### **C. Governmental Immunity**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

##### **D. Independent Contractor**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or



understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. Compliance with Law**

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. Choice of Law, Jurisdiction, and Venue**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. Prohibited Terms**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

**H. Software Piracy Prohibition**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**J. Vendor Offset and Erroneous Payments §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received

by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

**K. Public Contracts for Services §§8-17.5-101, et seq., C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

**L. Public Contracts with Natural Persons §§24-76.5-101, et seq., C.R.S.**

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**



## EXHIBIT A, STATEMENT OF WORK

### I. OVERVIEW

- A. Dispatching Services: All references to "Dispatching Services" in this Exhibit refer to the exchange of real time information which is time sensitive, initiated by CSP to Moffat County Sheriff operational contact via radio and phone.

### II. CSP RESPONSIBILITIES

- A. CSP will maintain a level of service consistent with existing resources within the communication center that will provide continuous statewide dispatching service 24 hours a day, 7 days a week, including rolling status checks and access to CSP's I.D. radio channel, for state fiscal years 2024, 2025, 2026, 2027, 2028.
- B. Provide to the Moffat County Sheriff operational contact information for CSP key personnel.
- C. The CSP Regional Communication Center will retain three (3) months of written and taped records of all transactions made to and from CSP Regional Communication Center.
- D. Dispatch personnel will be employees of the CSP for all purposes including, but not limited to, selection, assignment, certification beyond probationary period, compensation, administration of holiday, vacation, sick leave, and other types of leave, grievances, and corrective or disciplinary actions' subject to change by the chief of the CSP. Dispatch personnel will be under the general administrative control and direct supervision of the patrol administrator for the CSP regional communication Center.

### III. MOFFAT COUNTY SHERIFF

- A. Moffat County Sheriff agrees to pay CSP the amount billed annually for the agency percentage of use as determined by the CSP Dispatch Fee Schedule:
  - I. Determination of Actual Cost: The following formula shall be used to calculate actual billable costs for each State Fiscal Year:
    - $\text{CSP total number of calls} / \text{Moffat County Sheriff subtotal number of calls} = \% \text{ of CSP total effort which is Moffat County Sheriff responsibility.}$
    - $\text{Moffat County Sheriff \%} \times \text{CSP's total cost of providing such services across all CSP customers} = \text{Moffat County Sheriff Actual Cost.}$
- B. Provide operational contact information for Moffat County Sheriff.
- C. Use information in its sole discretion, in order to make decisions about resulting Moffat County Sheriff and then directly manage related Moffat County Sheriff actions.
- D. Because there is no historical information to base contract maximums, estimated contract maximums will be based upon services rendered. The maximum amounts may be amended should Moffat County Sheriff need to increase or decrease their services required.

#### 1. IV. ADVISORY BOARD

An advisory board may be created in each regional communication center that will allow all users an opportunity to make suggestions of operation issues; however, the CSP will oversee methods and procedures of operation and will have the final authority over any operational changes.

## EXHIBIT B, SAMPLE OPTION LETTER

<b>State Agency</b> Department of Public Safety, Colorado State Patrol	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Paying Agency</b> Insert Paying Agency's Full Legal Name	<b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 20xx                      \$0.00	<b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option
Extension Terms State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00	<b>Contract Performance Beginning Date</b> Month Day, Year
Total for All State Fiscal Years              \$0.00	<b>Current Contract Expiration Date</b> Month Day, Year

**1. OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

**2. REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

**3. OPTION EFFECTIVE DATE:**

- F. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor Stan Hilkey, Executive Director</p>  <p>_____ By: Matthew Packard, Chief</p>  <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p>  <p>By: _____ Tanya Olsen, Controller</p>  <p>Option Effective Date: _____</p>
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## MOFFAT COUNTY FAIR ENTERTAINMENT AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 23<sup>rd</sup> day of April 2024 by and between the Board of County Commissioners of Moffat County, Colorado ("County") and Infunity Events ("Contractor"), whose permanent address is PO Box 471533, Aurora, CO 80047, whose telephone number is (303) 593-2354.

**Type of Entertainment:** 30' Obstacle Course; 30' Rock Climb Obstacle Course; Barnyard Zone; Bubble Factory; Bingo; Bubble Bowling activities for kids.

**Location of Entertainment:** Moffat County Fairgrounds

**Moffat County Check Made Payable to:** Infunity Events

**Federal ID# or Social Security Number of Check Recipient:** \_\_\_\_\_

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

- 1. Scope of Work:** The Contractor shall manage and promote this event and perform in a satisfactory and proper manner and shall provide the Services (herein "Services") which are described in Paragraph 21 entitled "Additional Provisions."
- 2. Date of Performance:** Services of the Contractor shall commence on August 8, 2024 - 10 AM, and shall be completed on August 10, 2024 - 6 PM, no matter the date of execution of this Agreement.  
**Time of Performance:** Contractor shall arrive in plenty of time to open starting August 8, 2024, 10 AM. Hours of operation are 10 AM - 6 PM on August 8, 9 and 10, 2024.
- 3. Payment Procedures:** For satisfactory performance of the Services hereunder, County shall pay Contractor the contract rate of \$11,046.19 upon completion of the event on August 10, 2024. This fee includes Distance Charges. The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth as the contract rate herein.
- 4. Independent Contractor:** Contractor shall perform its duties pursuant to this Agreement as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with the Moffat County Board of County Commissioners. Contractor shall receive no additional reimbursements for expenses without prior approval from Moffat County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.). Services required hereunder shall be performed by the Contractor or under its 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 Contractor is an independent contractor and not the agent, employee or servant of the County.
  - B. Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, State, Federal and Social Security taxes, unemployment taxes, workers' compensation and self-employment taxes. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement. No Federal, State or Local Taxes of any kind shall be withheld or paid by the County.
  - C. Contractor is not entitled to unemployment insurance or workers' compensation benefits unless such are provided by the Contractor.
  - D. Contractor does not have the authority to act for the County, or to bind the County in any respect whatsoever, or to incur any debts or liabilities in the name or on behalf of the County.
  - E. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
  - F. Contractor represents that all personnel engaged in the work shall be fully qualified and properly licensed or certified to perform the Services, as may be required by local, state and federal law or regulation.
  - G. Contractor represents that it is engaged in providing similar services to clients other than the County and is not required to work exclusively for the County.
  - H. Contractor shall furnish all tools, labor, personnel and supplies at its own expense, in such quantities and of the proper quality to professionally and timely perform the Services. Contractor shall not use any employees of the County, Moffat County, its elected officials, agents, or any program administered or funded by the County to perform any of the Services.
5. **Quality of Performance:** Contractor shall be responsible for providing event in a safe manner.
6. **Compliance with Laws:** The Contractor shall comply, at its own expense, with all federal, state and local laws, ordinances, resolutions, codes and regulations which are applicable to the performance of the Services hereunder. Contractor shall obtain and pay for all permits and licenses that Contractor may be required to obtain for any and all of its operations in connection with the Service.
7. Contractor represents and warrants that in performing its obligations under the Agreement it is not and will not be infringing upon any property right, patent right, or other legal right of any person or entity; and, if any suit is brought or claim is made by anyone alleging that Contractor (or anyone in conjunction with the ownership or

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

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

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

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

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

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

**County's Representative:**

Tony Bohrer  
MCBOCC Chair  
1198 W. Victory Way, STE 104  
Craig, CO 81625  
(970) 824-5517

**Contractor:**

Infunity Events  
PO Box 471533  
Aurora, CO 80047  
(303) 593-2354

- 18. Authority:** Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement and to bind the party represented to the provisions of this Agreement.
- 19. Counterparts and Facsimile Signatures:** This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the County or the Contractor on this Agreement and any modification hereto shall be effective for all purposes.
- 20. Force Majeure:** Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.
- 21. Additional Provisions:**
- **Moffat County Fair:**
    - Will provide sufficient space for inflatable activities.
  
  - **Infunity Events will provide:**
    - All equipment and manpower to run events;
      - 30' Obstacle Course
      - 30' Rock Climb Obstacle Course
      - Barnyard Zone
      - Bubble Factory
      - Bingo
      - Bubble Bowling
      - 3 Attendants
      - 2 Generators
    - Hotel – 4 nights
    - Will safely run this event and will supervise and manage everything to do with the event at the Moffat County Fair.

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

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

By: \_\_\_\_\_  
Tony Bohrer, Chair

By: \_\_\_\_\_ **CONTRACTOR:**  
Infunity Events

\_\_\_\_\_  
Jean McBrier  
(Printed Name)

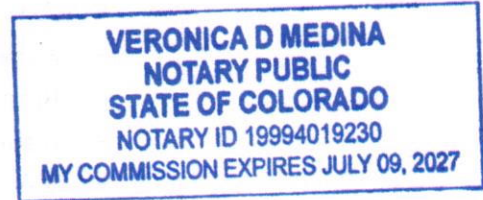
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF Denver     )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2024

by Jean McBrier

MY COMMISSION EXPIRES: 07-09-2027

Veronica D. Medina  
Notary Public



4000 Quebec St Denver CO 80216  
Address of Notary Public



## AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 28<sup>th</sup> day of May 2024 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and Metcalf Archaeological Consultants ("Contractor"), whose address is 17301 West Colfax Ave. Suite 305 Golden CO 80401 970-434-9080

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

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

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

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

### Article 1 - Scope of Work.

1. The Contractor shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, to complete Class III Cultural Resource(survey) for Craig-Moffat County Airport.

Exhibit "A" - Revised Class III Cultural Resource Inventory for Proposed New Hangar Developments at the Craig-Moffat Airport, Moffat County, Colorado

### Article 2 - Time of Performance.

2.1 Services of the Contractor shall commence on or around 5/28/2024, and shall be substantially completed on or before 8/16/2024, no matter the date of execution of this Agreement. Once the Survey work is complete and submitted to the FAA, the scope of work under exhibit "A" will be considered completed.

### Article 3 Compensation/Appropriation.

3.1 The amount to be expended pursuant to this Agreement shall be Nine Thousand four hundred and thirty-seven Dollars and 50/100 cents (\$9,437.50) subject to additions and deductions pursuant to authorized change orders. The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

3.2 Non-Appropriation: Moffat County's expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County's budgeting and appropriating funds for such proposes according to the Colorado Local Government Budget Law and C.R.S. Section 29-1-110. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.

3.3 LIQUIDATED DAMAGES: BOCC and CONTRACTOR recognize that time is of the essence of this Agreement and that BOCC will suffer financial loss if the work is not substantially complete within the time specified in paragraph 2.1 above. They also recognize the delays, expense, and difficulties involved in proving a legal or arbitration proceeding the actual loss suffered by BOCC if the work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC One

Hundred dollars (\$50.00) for each day that expires after the time specified in paragraph 2.1 for substantial completion until the work is substantially complete.

#### **Article 4 – Payment procedures**

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

- 4.1 PROGRESS PAYMENTS: MOFFAT COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payments as recommended by the DEVELOPMENT SERVICES DEPARTMENT, as provided below and concurrent with Moffat County's payment procedures. All progress payments will be based on the progress of the work measured.
- 4.2 Prior to Substantial Completion, progress payments will be in an amount equal to:
  - 95% of the work completed, and
  - 95% of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 4.3 Upon Substantial Completion, BOCC shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as DEVELOPMENT SERVICES DEPARTMENT shall determine.
- 4.4 FINAL PAYMENT: Upon final completion and acceptance, BOCC shall pay the remainder of the Contract Price as recommended by the DEVELOPMENT SERVICES DEPARTMENT. The final payment shall not be made until after final settlement of this contract has been duly advertised at least ten days prior to such final payment by publication of notice thereof at least twice in a public newspaper of general circulation published in Moffat County, and the Board of County Commissioners has held a public hearing, thereupon and complied with §38-26-107 C.R.S. as amended. Final payment shall be made in accordance with the requirements of previously mentioned statute.

Final Payment shall not become due unless and until the following conditions precedent to Final Payment have been satisfied: (a) Approval and acceptance of Contractor's work by Moffat County; (b) delivery to Moffat County of all manuals, "as-built" drawings, guarantees and warranties for material and equipment furnished by Contractor, or any other documents required by the Contract Documents; (c) furnishing to BOCC satisfactory evidence by Contractor that all labor, material accounts, and subcontractor accounts incurred by contractor in connection with his Work have been paid in full.

- 4.5 If any dispute arises as to the Work performed pursuant to this Agreement or the payment for Work performed pursuant to this Agreement, such dispute must be resolved so far as it is possible in the same year when the Work is performed and money has been appropriated for said Work. If there is no communication or attempt to timely resolve the problem(s) with either the Work or the payment therefor, then BOCC shall no longer be required to pay for said Work and shall be relieved of any and all liability to Contractor for such nonpayment.

#### **Article 5 - Records, Reports, and Information.**

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

#### **Article 6 - Audits and Inspections.**

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

#### **Article 7 - Independent Contractor.**

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

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

#### **Article 8 - No Assignment.**

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

#### **Article 9 - Compliance with Laws.**

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

#### **Article 10 - Indemnification.**

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

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

#### **Article 11 - Insurance.**

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

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

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

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

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

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

#### **Article 12 - Document Ownership - Works Made for Hire.**

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

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

Notwithstanding the foregoing provisions of this article 12, Archaeological resource location information is confidential and shall not be considered as deliverable items or "works made for hire" pursuant to this agreement.

#### **Article 13 - Inspections, corrections, removal, or acceptance of defective work**

##### 13.01 Notice of Defects

A. Prompt notice of all defective Work of which BOCC has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13. Notice shall be hand-delivered, emailed, or sent by US mail at the discretion of the BOCC.

##### 13.02 Acknowledgement of Notice by Contractor

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

##### 13.03 BOCC May Stop the Work

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

#### 13.04 Correction or Removal of Defective Work

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

#### 13.05 Correction Period

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

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

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

#### 13.06 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, BOCC prefers to accept it, BOCC may do so. Contractor shall pay all claims, costs, losses, and damages attributable to BOCC's evaluation of such defective Work and for the diminished value of the Work. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and BOCC shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

#### 13.07 BOCC May Correct Defective Work

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

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

1. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
2. the Contract Price has been reduced by Change Orders;
3. BOCC has been required to correct defective Work or complete Work in accordance with Paragraph 13.07

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

#### **Article 14 Termination for Cause.**



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

14.02

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

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

B. If one or more of the events identified in Paragraph 14.02.A occur, BOCC may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:

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

C. If BOCC proceeds as provided in Paragraph 14.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages sustained by BOCC arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to BOCC.

D. Notwithstanding Paragraphs 14.02.B and 14.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

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

#### **Article 15 - Termination for Convenience.**

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

#### **Article 16 - Conflict of Interest.**

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

#### **Article 17 - Modifications.**

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

**Article 18 - Governing Law.**

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

**Article 19 - Severability.**

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

**Article 20 - Notices.**

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

BOCC's Representative:

Tony Bohrer  
MCBOCC Chair  
1198 West Victory Way, Suite 104  
Craig, CO 81625  
(970) 824-5516

Contractor:

Metcalf Archaeological Consultants  
17301 West Colfax Ave. Suite 305  
  
Golden, CO 80401  
970-434-9080

**Article 21 - Headings.**

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

**Article 22 - Authority.**

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

**Article 23 - Counterparts and Facsimile Signatures.**

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

**Article 24 - Force Majeure.**

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

**Article 25 - Integration of Understanding.**

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

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

BOARD OF COUNTY COMMISSIONERS  
MOFFAT COUNTY, COLORADO

By: \_\_\_\_\_  
Tony Bohrer, Chair

ATTEST:

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

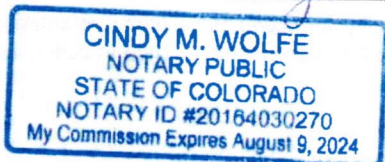
**CONTRACTOR:**  
Metcalf Archaeological Consultants

By: \_\_\_\_\_  
Kim Kintz, Vice President/Operations Manager

STATE OF COLORADO )  
COUNTY OF Mesa ) ss.

The foregoing instrument was acknowledged before me this 15 day of May, 2024 by Kim Kintz.

MY COMMISSION EXPIRES: August 9, 2024



Cindy M Wolfe  
Notary Public

2452 Patterson  
Address of Notary Public

Grand Junction, CO  
81505



**CONTRACT AMENDMENT #1****SIGNATURE AND COVER PAGE(S)**

<b>State Agency:</b> Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	<b>Original Contract Number:</b> 2024*0041
<b>Contractor:</b> Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) 1198 West Victory Way, Suite 110 Craig CO 81625 For the use and benefit of the Moffat County Public Health	<b>Amendment Contract Number:</b> 2025*0037 Amendment #1
<b>Contract Performance Beginning Date:</b> <b>July 1, 2023</b>	<b>Current Contract Expiration Date:</b> <b>June 30, 2025</b>

**CONTRACT MAXIMUM AMOUNT TABLE**

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2024*0041	\$8,244.00	\$22,922.00	\$0.00	07/01/2023- 06/30/2024	\$31,166.00
Option Letter#1	2024*0041	\$2,571.00	\$0.00	\$0.00	10/24/2023- 06/30/2024	\$2,571.00
Amendment #1	2025*0037	\$8,231.00	\$20,031.00	\$0.00	07/1/2024- 06/30/2025	\$28,262.00
<b>Current Contract Maximum Cumulative Amount</b>						<b>\$61,999.00</b>

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

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

<p style="text-align: center;"><b>CONTRACTOR</b></p> <p style="text-align: center;">Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) For the use and benefit of the Moffat County Public Health</p> <hr/> <p style="text-align: center;">By: Signature</p> <p>FULL NAME</p> <hr/> <p style="text-align: center;">Name of Person Signing for Contractor</p> <p>TITLE</p> <hr/> <p style="text-align: center;">Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;"><b>Jared S. Polis, Governor</b></p> <p style="text-align: center;">Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p style="text-align: center;">By: Signature</p> <hr/> <p style="text-align: center;">Name of Executive Director Delegate</p> <hr/> <p style="text-align: center;">Title of Executive Director Delegate</p> <p>Date: _____</p>
--	--

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

\_\_\_\_\_

By: Signature

\_\_\_\_\_

Name of State Controller Delegate

\_\_\_\_\_

Title of State Controller Delegate

Amendment Effective Date: \_\_\_\_\_

**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

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

A. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2024**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2025**, whichever is earlier.

**4. PURPOSE**

The Parties entered into the agreement to reduce and eliminate vaccine preventable diseases in Colorado by increasing and maintaining immunization coverage. Local public health agencies will provide core immunization services, according to established best practices and standards, to improve the health of individuals and communities.

The Parties now desire to renew for an additional term and change the current Contract Maximum Total for the following reason: to issue the fiscal year 2025 Statement of Work, Budget and Federal Provisions.

**5. MODIFICATIONS**

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

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Cover Page for this Amendment.
- B. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify Exhibit B – Statement of Work of the agreement. Exhibit B – Statement of Work is deleted and replaced in its entirety with Exhibit B- Statement of

Work, attached to this Amendment for the following reason: to issue the fiscal year 2025 Statement of Work.

- D. The Parties now agree to modify Exhibit C - Budget of the agreement. Exhibit C - Budget is deleted and replaced in its entirety with Exhibit C - Budget, attached to this Amendment for the following reason: to issue the fiscal year 2025 Budget.
- E. The Parties now agree to modify Exhibit D- Federal Provisions of the agreement. Exhibit D – Federal Provisions is deleted and replaced in its entirety with Exhibit D- Federal Provisions, attached to this Amendment for the following reason: to reflect changes to the Federal Provisions for fiscal year 2025.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

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

## STATEMENT OF WORK

To Original Contract Number: 2024\*0041

Amendment Contract Number: 2025\*0037 Amendment #1

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

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

**II. Project Description:** This project serves to maintain immunization awareness and increase vaccination rates in Colorado. Local public health agencies will assure core immunization services, according to established best practices and standards, to improve the health of individuals and communities. The Colorado Department of Public Health and Environment (CDPHE) is funded by the Centers for Disease Control and Prevention (CDC) to address potentially life-threatening diseases and reduce risk. The project supports Local Public Health Agencies (LPHAs) through the Vaccines for Children (VFC) program, and creates a coordinated infrastructure to align with national immunization standards. The project supplies Section 317 vaccines at no cost to remove the financial barrier for adults without insurance. The project counters anti-vaccination attitudes and beliefs by engaging the community, and delivering education in the service area. The project encourages healthcare providers and school-based settings to use the Colorado Immunization Information System (CIIS), and to contribute to the centralized system by entering data. The project is intended to convene the public and health professionals, reduce mortality and morbidity rates caused by vaccine-preventable diseases, and protect the health of Coloradans.

**III. Definitions:**

1. ACIP: Advisory Committee on Immunization Practices
2. CALPHO: Colorado Association of Local Public Health Officials
3. CCC: Child Care Centers as defined by *Colorado State Board of Health Rule 6 CCR 1009-2*
4. CCR: Code of Colorado Regulations
5. CDC: Centers for Disease Control and Prevention
6. CDPHE: Colorado Department of Public Health and Environment
7. CIB: Colorado Immunization Branch
8. CIIS: Colorado Immunization Information System
9. Core Immunization Services (Core Services): Basic and essential vaccination services provided within the LPHA's jurisdiction.
10. Deputization: The formal delegation of authority to provide VFC vaccines to eligible underinsured children from a participating FQHC or RHC to another VFC-enrolled provider; typically a local public health agency.
11. DTaP: Pediatric diphtheria, tetanus, and pertussis vaccine.
12. Evidence-based: Conscientious use of current scientific evidence and clinical expertise.
13. FAQ: Frequently Asked Questions
14. FQHC: Federally Qualified Health Center
15. Insured: A person who is covered by health insurance.
16. Jurisdiction: Power or right of a legal or political agency to exercise its authority over a person, subject matter, or territory.
17. LPHA: Local public health agency
18. MMR: Measles, mumps, and rubella vaccine.
19. MMR and DTaP database: An electronic, CDPHE tool that provides access to county-level measles, mumps, rubella, diphtheria, tetanus and pertussis vaccine coverage data.
20. MOU: Memorandum of Understanding

**EXHIBIT B**

- 21. RHC: Rural Health Center
- 23. School: As defined by the Colorado Board of Health rule 6 CCR 1009-2, all child care facilities licensed by the Colorado Department of Human Services including: child care centers, school-age child care center, preschools, day camps, resident camps, day treatment centers, family child care homes, foster care homes, and head start programs; public, private, or parochial kindergarten, elementary or secondary schools through grade twelve, or a college or university.
- 24. Section 317 Vaccine: Vaccine funding used to support infrastructure critical to vaccine program success including vaccine for: uninsured and underinsured adults, outbreak response and preparedness support.
- 25. VFC: Vaccines for Children
- 26. VPD: Vaccine-preventable disease
- 27. WIG: Wildly Important Goal - a current strategic priority of CDPHE

**IV. Work Plan:**

<b>Goal #1:</b> Reduce vaccine-preventable diseases in Colorado by increasing or maintaining immunization coverage.	
<b>Objective #1:</b> No later than the expiration of the contract, provide core immunization services intended to improve the health of individuals and communities.	
<b>Primary Activity #1</b>	The Contractor shall implement core immunization services within its jurisdiction.
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall promote within the jurisdiction all ACIP-recommended vaccines available through the following distribution channels:                             <ol style="list-style-type: none"> <li>a. VFC vaccines available through the VFC program for the eligible population served.</li> <li>b. Section 317 vaccines available through the Section 317 program for the eligible population served.</li> <li>c. Privately-purchased vaccines available for the eligible insured population served.</li> </ol> </li> <li>2. The Contractor shall assure immunizations are provided within the jurisdiction.</li> <li>3. The Contractor shall screen patients for eligibility to receive publicly funded vaccine.</li> <li>4. The Contractor shall report immunization data to CIIS for all immunizations administered by the agency within seven (7) days of vaccine administration.</li> <li>5. The Contractor shall promote use of CIIS to providers and schools in the jurisdiction.</li> <li>6. The Contractor shall review the county level Immunization Rates Report provided by CIB for the following information:                             <ol style="list-style-type: none"> <li>a. Children 19-35 months of age no later than 30 days after distribution by CIB</li> <li>b. Adolescents 13-17 years of age no later than 30 days after distribution CIB</li> <li>c. Compare to the <i>CDC National Immunization Surveys; Child and Teen</i> and CIIS-generated statewide rates provided by CIB in order to increase awareness of county versus state and national immunization rates within the 30 days that the rates report is distributed by the CIB.</li> </ol> </li> </ol>



**EXHIBIT B**

	<p>7. The Contractor shall provide immunization subject matter expertise to the following:</p> <ol style="list-style-type: none"> <li>a. decision makers</li> <li>b. policy makers</li> <li>c. health care providers</li> <li>d. the public</li> </ol> <p>8. The Contractor shall meet with local stakeholders to implement a minimum of one (1) evidence-based strategy that is culturally and linguistically appropriate to reduce the following:</p> <ol style="list-style-type: none"> <li>a. immunization disparities by race</li> <li>b. immunization disparities by ethnicity</li> <li>c. immunization disparities by socio-economic status</li> <li>d. immunization disparities by disability status</li> </ol> <p>9. The Contractor shall promote informed vaccine decision making by educating a minimum of one (1) of the following:</p> <ol style="list-style-type: none"> <li>a. consumers</li> <li>b. health care providers</li> <li>c. staff who administer immunizations</li> <li>d. policy makers</li> </ol> <p>10. The Contractor shall address vaccine hesitancy by educating a minimum of one (1) of the following:</p> <ol style="list-style-type: none"> <li>a. consumers</li> <li>b. health care providers</li> <li>c. staff who administer immunizations</li> <li>d. policy makers</li> </ol> <p>11. The Contractor shall promote vaccine services availability by educating a minimum of one (1) of the following:</p> <ol style="list-style-type: none"> <li>a. consumers</li> <li>b. healthcare providers</li> <li>c. staff who administer immunizations</li> <li>d. policy makers</li> </ol> <p>12. The Contractor shall promote seasonal influenza vaccine to improve preparedness in the event of an influenza pandemic according to the following criteria:</p> <ol style="list-style-type: none"> <li>a. The Contractor shall promote seasonal influenza vaccine with new organizations.</li> <li>b. The Contractor shall continue seasonal influenza vaccine coordination with existing organizations.</li> <li>c. The Contractor shall promote seasonal influenza vaccine with commercial sector organizations.</li> </ol> <p>13. The Contractor shall maintain a deputization MOU with an FQHC/RHC.</p> <p>14. The Contractor shall deliver information to schools and CCCs about the <i>Colorado State Board of Health Rule 6 CCR 1009-2</i> annual reporting requirement.</p> <ol style="list-style-type: none"> <li>a. The Contractor shall follow up with schools who fail to report data.</li> <li>b. The Contractor shall follow up with CCCs who fail to report data.</li> </ol> <p>15. The Contractor shall support a network of VFC providers.</p>
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**EXHIBIT B**

	<ul style="list-style-type: none"> <li>a. The Contractor shall perform ongoing recruitment of new VFC providers.</li> <li>b. The Contractor shall educate current VFC providers about the VFC program requirements.</li> </ul> <p>16. The Contractor shall implement core immunization services in response to cases of VPD in the jurisdiction.</p> <p>17. The Contractor shall maintain staff readiness for a VPD outbreak.</p> <p>18. The Contractor shall participate in CIB Immunization calls for up-to-date information.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall listen to the audio recording of the call provided by the CIB within 30 days when the Contractor is unable to attend the call.</li> </ul> <p>19. The Contractor shall attend a minimum of one (1) immunization-related training or conference.</p>
<p><b>Objective #2:</b> No later than the expiration of the contract, implement evidence-based strategies to improve immunization rates in populations identified as underimmunized.</p>	
<p><b>Primary Activity #1</b></p>	<p>The Contractor shall utilize immunization strategies to address strategic priorities.</p>
<p><b>Sub-Activities #1</b></p>	<ul style="list-style-type: none"> <li>1. The Contractor shall utilize immunization strategies to address underimmunization in populations.</li> <li>2. The Contractor shall review the list of strategies from <i>Strategies to improve Colorado vaccination rates</i> (in Standards and Requirements section).</li> <li>3. The Contractor shall plan local activities to use evidence-based strategies that are culturally and linguistically appropriate to increase immunization rates with the following:             <ul style="list-style-type: none"> <li>a. Health care providers</li> <li>b. Pharmacists</li> <li>c. Long-term care facility staff</li> <li>d. Infection control specialists</li> <li>e. School officials</li> <li>f. The public</li> </ul> </li> </ul>
<p><b>Standards and Requirements</b></p>	<ul style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor shall use the final results of the <i>CDC National Immunization Surveys; Child and Teen</i> and CIIS-generated statewide rates provided by CIB via email communication in order to increase awareness of county versus state and national immunization rates.</li> <li>3. The Contractor shall comply with the requirements for entering/submitted immunization data into CIIS as agreed to in the <i>CIIS Letter of Agreement</i> found within the online CIIS Resource Center located on the following website, <a href="https://www.cophr.com/emrlogin.asp">https://www.cophr.com/emrlogin.asp</a>. The content of this website is incorporated and made part of this contract by reference.</li> </ul>

**EXHIBIT B**

	<p>4. The Contractor shall comply with the ACIP recommendations for vaccine administration located on the following website, <a href="http://www.cdc.gov/vaccines/acip/index.html">http://www.cdc.gov/vaccines/acip/index.html</a>. The content of this website is incorporated and made part of this contract by reference.</p> <p>5. The Contractor shall promote compliance with school immunization rules within the <i>Colorado State Board of Health Rule 6 CCR 1009-2</i> located on the following website, <a href="https://drive.google.com/file/d/1IUWIH39hkuiXaIg4bcPOp7WoNdEw-TQC/view">https://drive.google.com/file/d/1IUWIH39hkuiXaIg4bcPOp7WoNdEw-TQC/view</a>. This document establishes immunization standards and is incorporated and made part of this contract by reference.</p> <p>6. The Contractor shall create a login to access the school and childcare immunization data for the Contractor's jurisdiction located on the following website, Colorado Health Informatics Data Systems at <a href="https://www.healthinformatics.dphe.state.co.us">https://www.healthinformatics.dphe.state.co.us</a>. The content of this website is incorporated and made part of this contract by reference.</p> <p>7. The Contractor shall maintain a signed VFC recertification agreement when providing VFC vaccines for the jurisdiction.</p> <p>8. The Contractor shall provide signed VFC recertification packet and agreements when providing VFC vaccines for the jurisdiction. The recertification packet will be provided by CIB.</p> <p>9. The Contractor shall comply with the requirements for utilizing VFC vaccine agreed to in the VFC recertification agreement packet provided by CIB when providing VFC vaccines for the jurisdiction.</p> <p>10. The Contractor shall review and use a minimum of one (1) evidence-based strategy to reduce coverage disparities by race, ethnicity, socio-economic status, and/or disability status from <i>Strategies to improve Colorado vaccination rates</i> located on the following website, <a href="https://drive.google.com/file/d/1dYouAyuWmrzS1P8RQ7ZPI0uryuKfcC-5/view?usp=sharing">https://drive.google.com/file/d/1dYouAyuWmrzS1P8RQ7ZPI0uryuKfcC-5/view?usp=sharing</a> The content of this website is incorporated and made part of this contract by reference.</p> <p>11. The Contractor shall use deputization MOU guidance as provided by CIB via email.</p> <p>12. CDPHE will provide programmatic technical assistance to the Contractor, upon request.</p> <p>13. The Contractor shall complete an electronic quarterly progress report using the <i>FY25 Immunization Core Services Quarterly Progress Report</i>, via the following website, <a href="https://fs9.formsite.com/ColoradoIMMprogram/FY25-LPHA/index">https://fs9.formsite.com/ColoradoIMMprogram/FY25-LPHA/index</a> The content of this website is incorporated and made part of this contract by reference.</p> <p>14. The Contractor shall complete the final electronic quarterly progress report as a non-reimbursable deliverable.</p> <p>15. The content of this website is incorporated and made part of this contract by reference.</p>
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**EXHIBIT B**

	<p>16. The Contractor shall utilize strategies of <i>CALPHO and CDPHE's Colorado Public Health System Transformation: Core Public Health Services Needs Assessment Report. Jan 2020</i> located on the following website, <a href="https://drive.google.com/file/d/13WfziCLlym01ZcFsW_fke8W4MjRbxL8r/view?usp=sharing">https://drive.google.com/file/d/13WfziCLlym01ZcFsW_fke8W4MjRbxL8r/view?usp=sharing</a> This document establishes immunization standards and is incorporated and made part of this contract by reference.</p> <p>17. The Contractor shall access the MMR and DTaP Dashboard at <a href="https://cohealthviz.dphe.state.co.us/t/DCEED_Public/views/LPHAMMRDTaPGoals/MMRFluTracking?%3Aembed=y&amp;%3Aiid=1&amp;%3AisGuestRedirectFromVizportal=y">https://cohealthviz.dphe.state.co.us/t/DCEED_Public/views/LPHAMMRDTaPGoals/MMRFluTracking?%3Aembed=y&amp;%3Aiid=1&amp;%3AisGuestRedirectFromVizportal=y</a> to track immunization coverage in their jurisdiction.</p> <p>18. The Contractor shall strive to meet immunization targets for the jurisdiction set by the CIB to attain a WIG.</p> <p>19. CDPHE will provide each jurisdiction's immunization targets via email within 90 days of the execution of the contract.</p> <p>20. The CIB will maintain the LPHA Core Immunization Services FAQ document at <a href="https://docs.google.com/document/d/1k0Mx4smtcmi73nHwEDe9OW3Sip9I9D6TacM2ES0y9w/edit?usp=sharing">https://docs.google.com/document/d/1k0Mx4smtcmi73nHwEDe9OW3Sip9I9D6TacM2ES0y9w/edit?usp=sharing</a> to address questions regarding this project. The content of this website is incorporated and made part of this contract by reference.</p> <p>21. The Contractor shall utilize immunization strategies to address underimmunization in populations as defined by CDPHE.</p>						
<p><b>Expected Results of Activity(s)</b></p>	<ol style="list-style-type: none"> <li>1. Immunizations are offered within the Contractor's jurisdiction.</li> <li>2. Immunizations are promoted within the Contractor's jurisdiction.</li> <li>3. Immunizations are administered within the Contractor's jurisdiction.</li> </ol>						
<p><b>Measurement of Expected Results</b></p>	<ol style="list-style-type: none"> <li>1. Data contained in the Immunization Rates Report.</li> <li>2. Data contained in the CDPHE MMR and DTaP Dashboard.</li> <li>3. Data contained in quarterly progress reports.</li> </ol>						
	<p><b>Completion Date</b></p>						
<p><b>Deliverables</b></p>	<table border="1"> <tr> <td data-bbox="534 1354 1154 1570"> <p>1. For Contractors providing VFC vaccines, the Contractor shall electronically submit signed VFC recertification packet and agreements.</p> </td> <td data-bbox="1154 1354 1424 1570"> <p>No later than 30 business days following the receipt of the recertification packet</p> </td> </tr> <tr> <td data-bbox="534 1570 1154 1780"> <p>2. The Contractor shall submit an electronic quarterly progress report using the <i>Immunization Core Services Quarterly Progress Report</i>.</p> </td> <td data-bbox="1154 1570 1424 1780"> <p>No later than 15 calendar days following the last calendar day of September, December, March and July</p> </td> </tr> <tr> <td data-bbox="534 1780 1154 1875"> <p>3. The Contractor shall submit immunization data for all immunizations administered by the Contractor's agency to CIIS.</p> </td> <td data-bbox="1154 1780 1424 1875"> <p>No later than seven (7) days following vaccine administration</p> </td> </tr> </table>	<p>1. For Contractors providing VFC vaccines, the Contractor shall electronically submit signed VFC recertification packet and agreements.</p>	<p>No later than 30 business days following the receipt of the recertification packet</p>	<p>2. The Contractor shall submit an electronic quarterly progress report using the <i>Immunization Core Services Quarterly Progress Report</i>.</p>	<p>No later than 15 calendar days following the last calendar day of September, December, March and July</p>	<p>3. The Contractor shall submit immunization data for all immunizations administered by the Contractor's agency to CIIS.</p>	<p>No later than seven (7) days following vaccine administration</p>
<p>1. For Contractors providing VFC vaccines, the Contractor shall electronically submit signed VFC recertification packet and agreements.</p>	<p>No later than 30 business days following the receipt of the recertification packet</p>						
<p>2. The Contractor shall submit an electronic quarterly progress report using the <i>Immunization Core Services Quarterly Progress Report</i>.</p>	<p>No later than 15 calendar days following the last calendar day of September, December, March and July</p>						
<p>3. The Contractor shall submit immunization data for all immunizations administered by the Contractor's agency to CIIS.</p>	<p>No later than seven (7) days following vaccine administration</p>						

**V. Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor.

**VI. Resolution of Non-Compliance:**

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.



To Original Contract Number: 2024*0041	
Original Budget	
Immunization Core Services: Moffat County Public Health	
Federal Funds	\$8,231
State Funds	\$20,031
Total Amount	\$28,262

**EXHIBIT D**

## Federal Provisions - CDC-RFA-IP19-1901 Immunization and Vaccines for Children

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

1) **Federal Award Identification.**

- a. Subrecipient: Moffat County Public Health
- b. Subrecipient Unique Entity Identification Number:
  - SAM Unique Entity ID (UEI): JK39NCN9VSD6
- c. The Federal Award Identification Number (FAIN) is NH23IP922600
- d. The Federal award date is TBD
- e. The subaward period of performance start date is TBD and end date is TBD.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
TBD	TBD	TBD

- g. Federal award title of project or program: Immunization and Vaccines for Children.
- h. The name of the Federal awarding agency is: The Department of Health and Human Services – Centers for Disease Control and Prevention and the contact information for the awarding official is Hilary Oliphant, 4770 Buford Highway, Chamblee, GA 30341, 770-433-3973; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Heather Roth, 4300 Cherry Creek Drive South, A-3, Denver, Colorado 80246 303-692-2289.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is # **93.268** and the grant name is Immunization and Vaccines for Children.
- j. This award **is not** for research & development.
- k. Subrecipient **is not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

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

**EXHIBIT D**

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

**EXHIBIT D**

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

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

**EXHIBIT D**

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

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

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

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

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

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

EXHIBIT END



**TASK ORDER**

<p><b>State Agency</b> State of Colorado for the use &amp; benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246</p>	<p><b>Contractor</b> Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) 1198 West Victory Way, Suite 110 Craig CO 81625 For the use and benefit of Moffat County Public Health</p>
<p><b>Main Task Order Contract Number</b> 23 FAA 00058</p> <p><b>Task Order Number</b> 2025*0131</p>	<p><b>Task Order Performance Beginning Date</b> The later of the Task Order Effective Date or July 1, 2024</p>
<p><b>Task Order Maximum Amount</b></p> <p><b>Initial Term</b> State Fiscal Year 2025 \$44,385.00</p> <p><b>Extension Terms</b></p> <p>Total for All State Fiscal Years \$44,385.00</p>	<p><b>Task Order Expiration Date</b> <b>June 30, 2025</b></p> <p>Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.</p>
<p><b>Pricing/Funding</b> Price Structure: Cost Reimbursement <b>Contractor Shall Invoice:</b> Monthly <b>Funding Source:</b> Federal \$44,385.00</p>	<p><b>Miscellaneous:</b> Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): Enter Program specific</p> <p><b>Procurement Method:</b> Exempt <b>Solicitation Number (if any):</b> NA</p>
<p><b>State Representative</b> Stephanie Burke PHEP Program Manager Office of Emergency Preparedness and Response Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Stephanie.burke@state.co.us</p>	<p><b>Contractor Representative</b> Sarah “Becky” Copeland Executive Director Moffat County Public Health 1198 West Victory Way, Suite 110 Craig CO 81625 sarahcopeland@moffatcounty.net</p>
<p><b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Contract:</p> <ul style="list-style-type: none"> <li>Exhibit A Additional Provisions</li> <li>Exhibit B Statement of Work</li> <li>Exhibit C Budget</li> <li>Exhibit D Federal Provisions</li> </ul>	
<p><b>Contract Purpose</b> The Public Health Emergency Preparedness program supports public health departments upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, biological, chemical, nuclear and radiological events.</p>	

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

**1. PROJECT DESCRIPTION**

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

**2. PAYMENT**

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

**3. PERFORMANCE PERIOD**

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

**4. TASK ORDER EFFECTIVE DATE:**

The Effective Date of this Task Order is upon approval of the State Controller or **July 1, 2024**, whichever is later.

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

\_\_\_\_\_

By: Signature

\_\_\_\_\_

Name of State Controller Delegate

\_\_\_\_\_

Title of State Controller Delegate

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

**-- Signature Page End --**

## EXHIBIT A

**ADDITIONAL PROVISIONS****To Master Task Order Contract Dated 06/21/2022 Task Order Routing Number 23 FAA 00058**

These provisions are to be read and interpreted in conjunction with the provisions of the Master Task Order Contract specified above.

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than forty-five (45) calendar days after the end of the billing period for which Services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Lisa Sparrow, Contract monitor [lisa.sparrow@state.co.us](mailto:lisa.sparrow@state.co.us).

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than forty-five (45) calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

2. Time Limit For Acceptance Of Deliverables.

- a. Evaluation Period. The State shall have forty-five (45) calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
- b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within thirty (30) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
- c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed thirty (30) calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within thirty (30) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and will require a modification in accordance with General Provisions, Section 18I, Modification, or Option Letter Provisions of this Contract.
5. Contractor shall comply with the provisions of 45 CFR Part 75.
6. [CDC Additional Requirements](#) apply to this project.



## STATEMENT OF WORK To Original Contract Number: 2025\*0131

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

### I. Project Description:

This project serves to improve medical and public health care preparedness, response, recovery and epidemiological capabilities at the federal, state, and local levels. Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. Centers for Disease Control and Prevention (CDC) established the Public Health Emergency Preparedness PHEP program to build public health emergency response capabilities both nationally and locally.

The PHEP cooperative agreement provides technical assistance and resources to support state, local, Tribal, and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations, throughout Colorado to record measurable and sustainable progress towards achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training, and exercises.

### II. Definitions:

1. AFN- Access and Functional Needs
2. AAR/IP- After Action Report/Improvement Plan
3. BP1- Budget Period 1
4. CDB- Communicable Disease Branch
5. CDPHE- Colorado Department of Public Health and Environment
6. CO-SHARE- Colorado State Health and Readiness Exchange
7. CVM- Colorado Volunteer Mobilizer
8. DHSEM- Division of Homeland Security and Emergency Management
9. EpiTrax- Disease reporting and surveillance system
10. EPI- Epidemiology
11. EPR- Emergency Preparedness and Response
12. ESF#8- Emergency Support Function 8, Public Health & Medical
13. HAN- Health Alert Network
14. HSEEP- Homeland Security Exercise & Evaluation Program
15. LPHA- Local Public Health Agency
16. MYIPP- Multi Year Integrated Preparedness Plan
17. NORIS- National Outbreak Reporting System
18. OEPR- Office of Emergency Preparedness and Response
19. PHEOP- Public Health Emergency Operations Plan
20. RRC- Readiness & Response Coordinator
21. SMS Text- Short Message Service

### III. Work Plan:

<b>Goal #1:</b> To ensure the State of Colorado has the ability to effectively prepare for, monitor, detect, diagnose, investigate, and nimbly respond to all types of conditions, events, and disasters that impact the public's health.		
<b>Objective #1:</b> No later than the expiration date of the Contract, provide public health preparedness, response, and recovery activities, and maintain public health surveillance and epidemiological response capacity in the Jurisdiction through planning, training, exercises and response to real events.		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 5px;"><b>Primary Activity #1</b></td> <td style="padding: 5px;">The Contractor shall conduct timely, complete disease investigations to implement appropriate disease control and mitigation activities.</td> </tr> </table>	<b>Primary Activity #1</b>	The Contractor shall conduct timely, complete disease investigations to implement appropriate disease control and mitigation activities.
<b>Primary Activity #1</b>	The Contractor shall conduct timely, complete disease investigations to implement appropriate disease control and mitigation activities.	

<b>Sub-Activities #1</b>	<p>1. The Contractor shall create or update a local public health response plan to maintain access to the following trained, response-ready personnel:</p> <ul style="list-style-type: none"> <li>a. Staff who monitor routine jurisdictional public health disease surveillance systems; EpiTrax</li> <li>b. Ad-hoc response systems</li> <li>c. Staff who are trained to conduct routine disease investigations to include: <ul style="list-style-type: none"> <li>i. Case reporting</li> <li>ii. Outbreak reporting</li> </ul> </li> <li>d. Staff who can support surge requirements in response to disease-related events.</li> <li>e. Staff who can respond to emergencies that threaten public health to include; <ul style="list-style-type: none"> <li>i. immediate after-hours response to high risk disease situations</li> </ul> </li> </ul>
<b>Sub-Activities #2</b>	<p>1. The Contractor shall create or update a local public health response plan for disease events that includes:</p> <ul style="list-style-type: none"> <li>a. Processes for requesting additional assistance when disease response exceeds local capacity.</li> </ul>
<b>Sub-Activities #3</b>	<p>1. The Contractor shall maintain accurate disease investigation data.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall enter complete, accurate information from Local Public Health Agency (LPHA) conducted disease investigations into the designated statewide surveillance system.</li> <li>b. The Contractor shall complete data entry within three business days of investigation or interview. <ul style="list-style-type: none"> <li>i. If during urgent responses requiring more timely data submission, additional time will be granted</li> </ul> </li> </ul> <p>2. The Contractor shall maintain complete and accurate outbreak investigation data.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall enter complete information from Local Public Health Agency (LPHA) conducted outbreak investigations into the designated statewide surveillance system EpiTrax (or ad-hoc response systems as necessary).</li> <li>b. The Contractor shall complete data entry within three business days of investigation or interview. <ul style="list-style-type: none"> <li>i. If during urgent responses requiring more timely data submission, additional time will be granted.</li> </ul> </li> </ul>
<b>Sub-Activities #4</b>	<p>1. The Contractor shall assess disease investigation metrics reports provided to them.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall resolve any issues identified in the investigation metrics reports.</li> <li>b. The Contractor shall record each disease investigation metrics report issue resolution in the Grant Reporting Spreadsheet.</li> </ul>
<b>Sub-Activities #5</b>	<p>1. The Contractor shall provide timely, complete, Outbreak Reports for LPHA led outbreaks for the following:</p> <ul style="list-style-type: none"> <li>a. Initial Outbreak Report.</li> <li>b. Final Outbreak Report.</li> </ul>
<b>Sub-Activities #6</b>	<p>1. The Contractor shall provide timely, complete National Outbreak Reporting System (NORS) forms for the following outbreaks led by the LPHA:</p> <ul style="list-style-type: none"> <li>a. Waterborne and foodborne disease outbreaks.</li> <li>b. Enteric disease outbreaks transmitted by: <ul style="list-style-type: none"> <li>i. contact with environmental sources</li> <li>ii. contact with infected people or animals</li> <li>iii. through an indeterminate/unknown mode</li> </ul> </li> </ul>

<b>Sub-Activities #7</b>	1. The Contractor shall respond to incidents with public health implications within their jurisdiction in order to implement appropriate disease control and mitigation activities to include immediate responses to high risk disease situations outside of normal business hours.
<b>Sub-Activities #8</b>	1. The Contractor shall review response to recent disease events. <ul style="list-style-type: none"> <li>a. Data shall be reviewed from COVID-19.</li> <li>b. Other recent communicable disease event responses: <ul style="list-style-type: none"> <li>i. lessons learned shall be identified</li> <li>ii. best practices shall be identified</li> </ul> </li> </ul> 2. The Contractor shall summarize the review to inform future updates to infectious disease response and pandemic plans.
<b>Primary Activity #2</b>	The Contractor shall assess public health surveillance data to assist with the prompt identification of potentially hazardous health situations to enable rapid decision making and information sharing for the protection of community health.
<b>Sub-Activities #1</b>	1. The Contractor shall maintain awareness of communicable disease trends in their jurisdiction. <ul style="list-style-type: none"> <li>a. The Contractor shall regularly assess trends in surveillance data for their jurisdiction.</li> <li>b. The Contractor shall assess how social determinants of health influence disease trends in their jurisdiction.</li> <li>c. The Contractor shall attend statewide Communicable Disease Epi Update calls.</li> <li>d. The Contractor shall attend Statewide Epidemiology (Epi) Response Coordination calls during statewide response to communicable disease events.</li> </ul>
<b>Sub-Activities #2</b>	1. The Contractor shall meet at least quarterly with the state Field Epidemiologist assigned to their region to discuss; <ul style="list-style-type: none"> <li>a. Epidemiology activities.</li> <li>b. Agency epidemiology capacity.</li> </ul>
<b>Sub-Activities #3</b>	1. The Contractor shall present public health data and concepts with community stakeholders, a minimum of every six (6) months for the following purposes: <ul style="list-style-type: none"> <li>a. To enhance early detection of infectious disease outbreaks,</li> <li>b. To enhance rapid response to disease outbreaks,</li> <li>c. To improve the management of infectious disease outbreaks,</li> <li>d. To improve the management of novel emerging disease threats.</li> </ul> 2. Sharing activities include but are not limited to: <ul style="list-style-type: none"> <li>a. Sharing public health data trends through a newsletter.</li> <li>b. Sharing public health data through a website.</li> <li>c. Discussing the agency’s epidemiological response plan with community response stakeholders.</li> <li>d. Reviewing an outbreak investigation with community stakeholders.</li> <li>e. Reviewing the role of epidemiology in emergency preparedness and response.</li> <li>f. Sharing epidemiological tools that can be used in emergency preparedness and response.</li> </ul>

<b>Sub-Activities #4</b>	<p>1. The Contractor shall support disease control activities among people at higher risk of communicable disease infections through collaboration and planning with stakeholders such as:</p> <ul style="list-style-type: none"> <li>a. Organizations supporting people experiencing homelessness.</li> <li>b. Correctional facilities (excluding state and federal facilities).</li> <li>c. Organizations supporting populations &gt;65 years.</li> <li>d. Organizations supporting food security.</li> <li>e. Schools.</li> <li>f. Childcare facilities.</li> <li>g. Organizations supporting seasonal workers.</li> <li>h. Organizations supporting migrant populations.</li> <li>i. Organizations supporting people with behavioral health needs.</li> <li>j. Organizations supporting people with disabilities.</li> <li>k. Organizations supporting people with other chronic health conditions.</li> <li>l. Organizations supporting other diverse populations with a disproportionate burden of disease risk, morbidity, or mortality.</li> </ul>
<b>Goal #2:</b> To increase capacity for preparedness, response and recovery during public health emergencies.	
<b>Objective #1:</b> No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through exercises.	
<b>Primary Activity #1</b>	The contractor shall respond to quarterly redundant communication drills conducted by the Office of Emergency Preparedness and Response (OEPR)
<b>Sub-Activity #1</b>	<p>1. Response to quarterly redundant drills may be made by one or more of the following methods:</p> <ul style="list-style-type: none"> <li>a. Email</li> <li>b. Phone</li> <li>c. SMS text</li> <li>d. Radios</li> </ul>
<b>Primary Activity #2</b>	The contractor shall respond to quarterly Communicable Disease after-hour drills conducted by the Communicable Disease Branch (CDB)
<b>Sub-Activity #1</b>	<p>1. Response to quarterly after-hour drills may be made by one or more of the following methods:</p> <ul style="list-style-type: none"> <li>a. Phone</li> <li>b. SMS Text Message</li> </ul>
<b>Primary Activity #3</b>	The Contractor shall update the LPHA Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE)
<b>Sub-Activity #1</b>	<p>1. All fields in the LPHA Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE) a minimum of two (2) times per year</p> <p>2. The LPHA list shall also be updated when:</p> <ul style="list-style-type: none"> <li>a. Contact information changes.</li> <li>b. Operating hours change.</li> <li>c. New Emergency Preparedness &amp; Response (EPR) staff are added.</li> <li>d. Primary Communicable Disease staff change.</li> </ul>
<b>Primary Activity #4</b>	The Contractor shall complete an individual agency or local level Health Alert Network (HAN) Assessment.

<b>Primary Activity #5</b>	The Contractor shall participate in a 4th quarter HAN drill with OEPR.
<b>Primary Activity #6</b>	The Contractor shall utilize the Colorado Volunteer Mobilizer (CVM) system for a minimum of two (2) disaster drills or events.
<b>Primary Activity #7</b>	The Contractor shall participate in quarterly redundant 800 MgHz radio communication drills.
<b>Primary Activity #8</b>	The Contractor shall develop a discussion-based exercise that addresses a priority jurisdictional risk.
<b>Sub Activity #1</b>	1. Exercises shall be selected from one of the following options that best meets their jurisdictional needs: <ul style="list-style-type: none"> <li>a. Seminar</li> <li>b. Workshop</li> <li>c. Tabletop Exercise</li> <li>d. Game</li> </ul>
<b>Primary Activity #9</b>	The Contractor shall conduct their discussion-based exercise that addresses a priority jurisdictional risk with their emergency response team.
<b>Sub Activity #1</b>	1. The Contractor shall create an After Action Report and Improvement Plan following the exercise.
<b>Primary Activity #10</b>	The Contractor shall coordinate with the HCC Readiness and Response Coordinator (RRC) designee to engage the ESF #8 support function for emergencies that are a threat to the public health & healthcare system.
<b>Objective #2:</b> No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through training.	
<b>Primary Activity #1</b>	The Contractor shall participate in an Access and Functional Needs (AFN) training.
<b>Primary Activity #2</b>	The Contractor shall identify staff who have been trained as primary CVM administrator.
<b>Objective #3:</b> No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through planning.	
<b>Primary Activity #1</b>	The Contractor shall develop documentation identifying the LPHA and Emergency Support Function 8 (ESF8) - Public Health and Medical role during a mass care event within your jurisdiction.
<b>Primary Activity #2</b>	The Contractor shall develop documentation identifying the LPHA and Emergency Support Function 8 (ESF8) - Public Health and Medical role during a mass fatality event within your jurisdiction.
<b>Primary Activity #3</b>	The Contractor shall document meetings with the local Emergency Manager to discuss planning and Public Health/Emergency Management coordination during responses at least once per quarter.
<b>Primary Activity #4</b>	The Contractor shall participate in public health preparedness, response, or recovery related conferences at the discretion of the Contractor.

<b>Primary Activity #5</b>	The Contractor shall complete a Budget Period 1 (BP1) Action Plan.
<b>Sub-Activities #1</b>	1. The Contractor shall meet quarterly with their CDPHE Field Manager to discuss; <ul style="list-style-type: none"> <li>a. Priority areas identified</li> <li>b. Quarterly progress.</li> </ul>
<b>Primary Activity #6</b>	The Contractor shall conduct a comprehensive review of the Public Health Emergency Operations Plan (PHEOP).
<b>Sub-Activities #1</b>	1. Reviews shall include: <ul style="list-style-type: none"> <li>a. Additions or updates from the current hazard vulnerability assessment</li> <li>b. After action reports.</li> </ul>
<b>Primary Activity #7</b>	The Contractor shall complete an All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP) that shall include Progressive exercise planning.
<b>Sub-Activities #1</b>	1. The Contractor shall complete one of the following: <ul style="list-style-type: none"> <li>a. The contractor shall update their existing MYIPP plan.</li> <li>b. The contractor shall develop a new MYIPP plan.</li> </ul>
<b>Primary Activity #8</b>	The Contractor shall participate in a Risk Assessment.
<b>Primary Activity #9</b>	The Contractor shall revise their communication plan for response related efforts that engage ESF8 for emergencies that are a threat to the public health and healthcare system.
<b>Sub-Activities #1</b>	1. The contractor shall define the roles of the following response partners in communication plans that engage ESF #8: <ul style="list-style-type: none"> <li>a. ESF8 Lead</li> <li>b. HCC RRC</li> <li>c. OEPR Field Manager</li> </ul>
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor shall comply with primary disease case investigation responsibilities for local or state public health agencies and the public health response timelines outlined in the CDPHE Communicable Disease Manual <a href="https://cdphe.colorado.gov/communicable-disease-manual">https://cdphe.colorado.gov/communicable-disease-manual</a> in the “Public Health Reportable Condition Investigation Guidance” (<a href="https://drive.google.com/file/d/1ouXj7pHmp912S8DLhgLQkwcOK6rYAe_Q/view">https://drive.google.com/file/d/1ouXj7pHmp912S8DLhgLQkwcOK6rYAe_Q/view</a>). This document and website are incorporated and made part of the contract by reference and are available on the following website: <a href="https://cdphe.colorado.gov/communicable-disease-manual">https://cdphe.colorado.gov/communicable-disease-manual</a></li> <li>3. The Contractor shall use statewide guidance and best practice in investigation of disease and outbreaks, including exposure monitoring. Guidance for many conditions can be found in the CDPHE Communicable Disease Manual: (<a href="https://cdphe.colorado.gov/communicable-disease-manual">https://cdphe.colorado.gov/communicable-disease-manual</a>). Guidance may evolve and be adapted for changing responses or new pathogens. The CDPHE Communicable Disease Branch (CDB) will provide the most up to date guidance as needed.</li> <li>4. The Contractor shall report cases, contacts, or exposures of reportable conditions that require investigation outside of the jurisdiction into EpiTrax or ad-hoc response surveillance systems within one working day of Contractor knowledge of the case, contact, or exposed individual or immediately by phone to CDPHE for high risk conditions.</li> <li>5. The Contractor shall comply with reporting requirements when completing the CDC National Outbreak Reporting System (NORS) forms and Outbreak Reports. This</li> </ol>



information is incorporated and made part of this contract by reference and is located on the CDPHE website <https://cdphe.colorado.gov/infectious-disease-guidelines/outbreak-investigation-guidelines>

6. CDPHE will provide the contractor access to the Grant Reporting Spreadsheet and CO-SHARE.
7. CDPHE will provide disease investigation metrics reports to the contractor.
8. The Contractor shall attend a minimum of 80% of the bi-monthly epidemiologist conference calls.
9. CDPHE will record and monitor attendance of the bi-monthly epidemiologist conference calls.
10. CDPHE will supply disease reporting and investigation metrics reports in August 2024 and February 2025.
11. The Contractor shall resolve issues related to missing data for disease and outbreak investigation in Epi Trax or ad hoc surveillance systems for conditions and outbreaks investigated by the LPHA no later than two (2) weeks after receiving a missing data report.
12. The Contractor shall consult with CDPHE if they are unable to meet the target for completing timely investigations for conditions with primary LPHA investigation responsibility within the timeframe described in “Public Health Reportable Condition Investigation Guidance” or in other response specific guidance. This target is 90% of all cases interviewed within the designated time frame for that condition from the date the case was assigned to a county in EpiTrax.
13. The Contractor shall comply with CDPHE requirements in the use of EpiTrax and ad-hoc response systems for data reporting including timely, complete data entry for required fields.
14. The Contractor shall comply with CDPHE requirements for outbreak reporting.
15. A high risk disease situation is one where the public health agency must make timely decisions or perform timely actions to prevent additional disease spread. Examples include but are not limited to: performing case investigation for an immediately reportable disease/condition in order to offer post-exposure prophylaxis to contacts, investigating a potential bioterrorism agent, and implementing immediate disease control measures for an ongoing outbreak.
16. The Contractor shall comply with the investigation expectations described in the 2023 FoodNet Expansion Plan ([https://docs.google.com/document/d/1UJlNx8uQvSChJAY\\_3wjpVG4XyuL2pnkLgYGARazxuSg/edit?usp=sharing](https://docs.google.com/document/d/1UJlNx8uQvSChJAY_3wjpVG4XyuL2pnkLgYGARazxuSg/edit?usp=sharing)) by achieving the expectations described for LPHA led interviews or opting to have CDPHE EDIT conduct FoodNet interviews.
17. The intent of individual agency HAN drills is to assess existing HAN agency infrastructure and identify gaps or inefficiencies in communications systems.
18. The Contractor shall adhere to Homeland Security Exercise & Evaluation Program (HSEEP) principles for exercises and planning.
19. The Contractor shall align exercises with the PHEP Exercise Framework provided by CDPHE via CO-Share.
20. CDPHE-OEPR will provide HSEEP exercise templates, including a template for a situation manual and After Action Report/Improvement Plan (AAR/IP) via CO-Share by September 30, 2024.
21. CDPHE will provide technical assistance to support exercise planning, upon request.
22. The Contractor shall complete an AAR/IP within 90 days from any event, exercise or real world, in CO-SHARE.
23. The Contractor shall include the HCC RRC designee in preparing for, responding to, recovering from emergencies that are a threat to the medical system.
24. The Contractor shall include HCC roles and responsibilities in response documentation to include:
  - a. Situational Awareness
  - b. Communications
  - c. Coordination
25. Response documentation may include:
  - a. Plans
  - b. Annexes
  - c. Procedures
  - d. Policies

	<ul style="list-style-type: none"> <li>e. Algorithms</li> <li>f. Concepts of Operations</li> <li>g. AAR/IP</li> </ul> <p>26. Presentation reports shall include the date of presentation and brief topic synopsis via the Grant Reporting spreadsheet.</p> <p>27. CDPHE-OEPR will provide the dates and locations of the Division of Homeland Security and Emergency Management (DHSEM)'s Access and Functional Needs Road Show as an option for completion of this deliverable.</p> <p>28. Contractors with 10 or more FTE must also identify an alternate CVM administrator.</p> <p>29. The Contractor's CVM administrators shall:</p> <ul style="list-style-type: none"> <li>a. Have completed CVM administrator training within the past 24 months</li> <li>b. Signed the annual confidentiality agreement</li> <li>c. Be recognized by CDPHE as a CVM administrator</li> </ul> <p>30. CDPHE will provide quarterly CVM administrator training for LPHAs.</p> <p>31. CDPHE shall require CVM reports after mission drills or real events.</p> <p>32. CDPHE will provide a mass care template via CO-Share by July 1, 2024.</p> <p>33. The Contractor shall use the Mass Care Template when documenting mass care events.</p> <p>34. CDPHE will provide a mass fatality template via CO-Shae by July 1, 2024.</p> <p>35. The Contractor shall use the Mass Fatality Template when documenting mass care events.</p> <p>36. The Contractor shall identify four (4) priority areas in the BP1 Action Plan which will be provided by CDPHE via CO-Share.</p> <p>37. CDPHE-OEPR will provide an Action Plan Template by July 1, 2024.</p> <p>38. The Contractor shall include the HCC RRC designee, their roles and responsibilities, in the PHEOP for response that engages ESF #8.</p> <p>39. The Contractor shall demonstrate participation in the All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP) by submitting a MYIPP that addresses plans, training and exercising for prioritized jurisdictional risks.</p> <p>40. The Risk Assessment shall include representation for people who are disproportionately impacted by public health emergencies.</p> <p>41. CDPHE-OEPR will provide a risk assessment template by July 1, 2024.</p> <p>42. The Risk Assessment can be for the jurisdiction or region.</p> <p>43. For Local Public Health Agencies (LPHAs) serving the ESF #8 lead role, communication plans must describe how response partners are included in all notification methods. CDPHE will provide a link to the Emergency Support Functions via CO-Share.</p>	
<b>Expected Results of Activity(s)</b>	Colorado public health agencies will improve their ability to respond to public health emergencies and related events to which a public health response is necessitated.	
<b>Measurement of Expected Results</b>	<ul style="list-style-type: none"> <li>1. NORS forms are complete.</li> <li>2. Outbreak Summary Reports are complete.</li> <li>3. Disease investigations conducted by the Contractor are timely and complete.</li> <li>4. The Grant Reporting spreadsheet is complete for all deliverables.</li> </ul>	
	<b>Completion Date</b>	
	1. The Contractor shall submit their local Public Health Response plan via CO-SHARE.	No later than September 30, 2024
	2. The Contractor shall submit BP1 Action Plan via CO-SHARE.	No later than September 30, 2024
	3. The Contractor shall submit a copy of the Risk Assessment via CO-SHARE	No later than December 31, 2024

<b>Deliverables</b>	4. The Contractor shall submit final NORS forms for LPHA led outbreaks in EpiTrax or ad-hoc response systems.	No later than two (2) months from first illness onset
	5. The Contractor shall submit final outbreak summary reports for LPHA led outbreak in the Epi Trax or ad-hoc response system used.	No later than six months from first illness onset
	6. The Contractor shall report new outbreaks identified in their jurisdiction to the CDPHE Communicable Disease Branch program manager via the approved submission method.	No later than one business day from identification
	7. The Contractor shall submit documentation of any issues identified in the disease investigation metrics reports including how they were resolved for disease and outbreaks investigated by LPHAs via the Grant Reporting Spreadsheet.	No later one (1) month after receiving the report
	8. The Contractor shall submit the name, date and topic of the public health or community organization to which a disease topic was presented between July 1, 2024 and December 31, 2024, in the Grant Reporting Spreadsheet.	No later than February 28, 2025
	9. The Contractor shall submit the name, date and topic of the public health or community organization to which a disease topic was presented between January 1, 2025 and June 30, 2025 in the Grant Reporting Spreadsheet.	No later than the contract end date
	10. The Contractor shall submit a brief summary of communicable disease prevention or response efforts among people of higher risk of communicable disease infection via the Grant Reporting Spreadsheet.	No later than the contract end date
	11. The Contractor shall submit a summary describing the operational strengths and areas for improvement identified during communicable disease response AAR reviews via CO-SHARE.	No later than the contract end date
	12. The Contractor shall submit an exercise plan, participant list, and after action report via CO-SHARE.	No later than June 15, 2025
	13. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented between July 1, 2023 and December 31, 2023, via the Grant Reporting spreadsheet.	No later than Feb. 28, 2025
	14. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented between January 1, 2024 and June 30, 2024 via the Grant Reporting spreadsheet.	No later than the contract end date
	15. The Contractor shall submit a brief summary of disease prevention and response efforts among people of higher risk of communicable disease infection via the Grant Reporting spreadsheet.	No later than the contract end date
	16. The Contractor shall submit individual agency HAN assessment findings in CO-SHARE.	No later than June 15, 2025
17. The Contractor shall submit CVM reports for two (2) completed mission drills or real events in CO-SHARE.	No later than June 15, 2025	

	18. The Contractor shall submit an After Action Report and Improvement Plan (AAR/IP) in CO-SHARE.	No later than June 15, 2025
<b>Deliverables</b>	19. The Contractor shall submit one updated Emergency Support Function 8 (ESF#8) response documentation in CO-SHARE.	No later than June 15, 2025
	20. The Contractor shall submit proof of attendance to an Access & Functional needs training in CO-SHARE.	No later than June 15, 2025
	21. The Contractor shall submit copies of CVM administrator training certificate(s) with confidentiality agreements in CO-SHARE.	No later than June 15, 2025
	22. The Contractor shall submit the completed mass care template in CO-SHARE.	No later than June 15, 2025
	23. The Contractor shall submit the completed mass fatality template in CO-SHARE.	No later than June 15, 2025
	24. The Contractor shall submit documentation of meetings with the Emergency Manager in CO-SHARE.	No later than June 15, 2025
	25. The Contractor shall submit the updated PHEOP in CO-SHARE.	No later than June 15, 2025
	26. The Contractor shall submit an All-Hazards MYIPP in CO-SHARE	No later than June 15, 2025
	27. The Contractor shall submit the revised communication plan via CO-SHARE.	No later than June 15, 2025

**IV. Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the program monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**V. Resolution of Non-Compliance:**

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

**FY 25 ANNUAL BUDGET**  
**Contract Routing #: 2025-0131 OC**

<b>Agency Name</b>	Moffat County Public Health	<b>Program Contact Name, Title</b>	Sarah (Becky) Copeland		
		<b>Phone</b>	970-291-8742		
		<b>Email</b>	<a href="mailto:sarahcopeland@moffatcounty.net">sarahcopeland@moffatcounty.net</a>		
<b>Budget Period</b>	FY25	<b>Fiscal Contract Name, Title</b>	Stephanie Burke		
		<b>Phone</b>	720-289-8616		
		<b>Email</b>	<a href="mailto:stephanie.burke@state.co.us">stephanie.burke@state.co.us</a>		
<b>Project Name</b>	OEPR-PHEP	<b>Date Completed</b>	4/10/24		
<b>Expenditure Categories</b>					
<b>Personnel Services / Salaried Employees</b>					
<b>Position Title</b>	<b>Description of Work</b>	<b>Gross or Annual Salary</b>	<b>Fringe</b>	<b>Percent of Time on Project</b>	<b>Total Amount Requested</b>
Moffat County PH Director	For Oversight of all clinic and public health activity	\$ 92,500.00	\$ 50,875.00	6%	\$ 8,602.50
Moffat County PH Nurse	Vaccine Clinics and Notifications, Community Education and Suppression Strategies	\$ 71,040.00	\$ 39,072.00	3%	\$ 3,303.36
					\$ -
<b>Personnel Services / Hourly Employees</b>					
<b>Position Title</b>	<b>Description of Work</b>	<b>Hourly Wage</b>	<b>Hourly Fringe</b>	<b>Total # of Hours on Project</b>	
PH Administration Assistant	For clerical support of department functions	\$ 24.00	\$ 13.20	25.00	\$ 930.00
					\$ -
<b>Total Personnel Services (including fringe benefits)</b>					<b>\$ 12,835.86</b>
<b>Supplies &amp; Operating Expenses</b>					
<b>Item</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>		
Meetings	Expenses for meeting - local and regional	\$ 100.00	12	\$ 1,200.00	
Support Systems	Zoom, Adobe, Sfax, Protected trust, Docusign, Venngage, Jotform, Blink programs in support of EPR LPHA work.	\$ 245.50	6	\$ 1,473.00	
Office Supplies	Supplies for EPR LPHA work	\$ 100.00	8	\$ 800.00	
Operating supplies	Supplies as needed replated to EPR response efforts	\$ 150.00	12	\$ 1,800.00	
				\$ -	
<b>Total Supplies &amp; Operating Expenses</b>					<b>\$ 5,273.00</b>
<b>Travel</b>					
<b>Item</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>		
Lodging	Lodging for training sessions with other Counties	\$ 500.00	4	\$ 2,000.00	
Travel expenses	Food expenses and travel expenses when training with another county	\$ 1,000.34	1	\$ 1,000.34	
				\$ -	
<b>Total Travel</b>					<b>\$ 3,000.34</b>
<b>Contractual (payments to third parties or entities)</b>					
<b>Contractor Name</b>	<b>Description of Work</b>	<b>Rate</b>	<b>Quantity</b>		
Mesa County Public Health	Epidemiological and emergency preparedness and response services to Moffat County Public Health	\$ 5,250.00	4	\$ 21,000.00	
<b>Total Contractors/Consultants</b>					<b>\$ 21,000.00</b>
<b>TOTAL DIRECT COSTS (TDC)</b>					<b>\$ 42,109.20</b>
<b>Less: Expenses per OMB 2CFR § 200</b>					
				Contractor in excess of \$25,000	\$ -
				SubAward in excess of \$25,000	
				Rent	\$ -
				Equipment	\$ -
				Other Unallowable Expenses	\$ 29,273.00
<b>Total Reduction Expenses</b>					<b>\$ 29,273.00</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>					<b>\$ 12,836.20</b>
<b>Indirect Costs</b>					<b>Annual Budget</b>

Indirect Cost	Description of Item	Percentage	Total Amount Requested from DCPHR
Indirect Approved Rate (MTDC)	<i>Total Direct Salaries and Benefits</i>	17.73%	2,275.80
<b>Total Indirect</b>			\$ 2,275.80
<b>TOTAL</b>			\$ 44,385.00

**Exhibit D****Federal Provisions – Public Health Emergency Preparedness**

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

1) **Federal Award Identification.**

- a. Subrecipient: Moffat County Public Health
- b. Subrecipient Unique Entity Identification Number:
  - SAM Unique Entity ID (UEI): JK39NCN9VSD6
- c. The Federal Award Identification Number (FAIN) is TBD.
- d. The Federal award date is TBD.
- e. The subaward period of performance start date is 7/1/2024 and end date is 6/30/2025.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
<b>07/01/2024-6/30/2025</b>	<b>TBD</b>	<b>TBD</b>

- g. Federal award title of project or program: Public Health Emergency Preparedness.
  - h. The name of the Federal awarding agency is: The Department of Health and Human Services- Centers for Disease Control and Prevention and the contact information for the awarding official is TBD; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Amanda Hettinger, [amanda.hettinger@state.co.us](mailto:amanda.hettinger@state.co.us), Project Director.
  - i. The Catalog of Federal Domestic Assistance (CFDA) number is 93.069 and the grant name is Public Health Emergency Preparedness.
  - j. This award is not for research & development.
  - k. Subrecipient is not required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
  - l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.
- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.
- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.



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

- i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
  - j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
  - k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
  - l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
  - m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
  - n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
  - o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
- 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.
- 16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient’s final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient’s failure to submit required documentation that CDPHE

has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

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

EXHIBIT END



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Little Snake Field Office

455 Emerson Street

Craig, Colorado 81625-1129

<https://www.blm.gov/office/little-snake-field-office>

In Reply Refer To:  
2800 (CON010)  
COC 049126 Renewal

April 17, 2024

CERTIFIED MAIL – Return Receipt Requested – 9589 0710 5270 0112 6692 39

## DECISION

Moffat County Commissioners :  
1198 West Victory Way, Suite 104 :  
Craig, Colorado 81625 :

### Rental Determined

Dear Sir or Madam:

Enclosed are two (2) copies of unsigned right-of-way (ROW) grant, serial number COC 049126, for the renewal of an existing county road, Moffat County Road 182, across the following lands located in Moffat County:

Sixth Principal Meridian, Colorado  
T. 10 N., R. 102 W.,  
sec. 33, lots 5 and 9;  
sec. 34, lot 1.

The area described contains 4.41 acres.

Please review the documents and if it meets with your approval, **sign and date both copies** and return to the address shown above. Upon our receipt of the signed documents and the fees discussed below, we will issue the ROW grant absent of any other unresolved issues.

The Moffat County Commissioners is exempt from paying rental in accordance with 43 CFR 2806.14(a)(2).

Please return **BOTH** copies of the grant within thirty (30) days. If these requirements are not met, your application may be denied.

If you have any questions, please contact Janell Corey at (970) 826-5053 or email [jcorey@blm.gov](mailto:jcorey@blm.gov).

Sincerely,



Kymm Gresset  
Field Manager

Enclosures (4)

- (2) Unsigned Right-of-Way Grants, COC 049126 Renewal
- Exhibit A, Terms and Conditions
- Exhibit B, Maps

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT**

Issuing Office  
**LLCON01000 Little Snake Field Office**

---

Serial Number  
**COC 049126 Renewal**

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a.  Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b.  Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c.  Other (describe) \_\_\_\_\_

2. Nature of Interest:

a. By this instrument, the holder Moffat County Commissioners, 1198 W. Victory Way, Ste. 104, Craig, CO 81625 receives a right to construct, operate, maintain, and terminate a Moffat County Road 182 w/cattleguard on public lands (or Federal land for MLA Rights-of-Way) described as follows:

**Sixth Principal Meridian, Colorado  
T. 10 N., R. 102 W.,  
sec. 33, lots 5 and 9;  
sec. 34, lot 1.  
The area described contains 4.41 acres.**

- b. The right-of-way or permit area granted herein is 60 feet wide, 3,200 feet long and contains 4.41 acres, more or less. If a site type facility, the facility contains 0 acres.
- c. This instrument shall terminate on December 31, 2055, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument  may  may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.



3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A & B, dated 11/14/2023, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

\_\_\_\_\_  
(Signature of Holder)

\_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

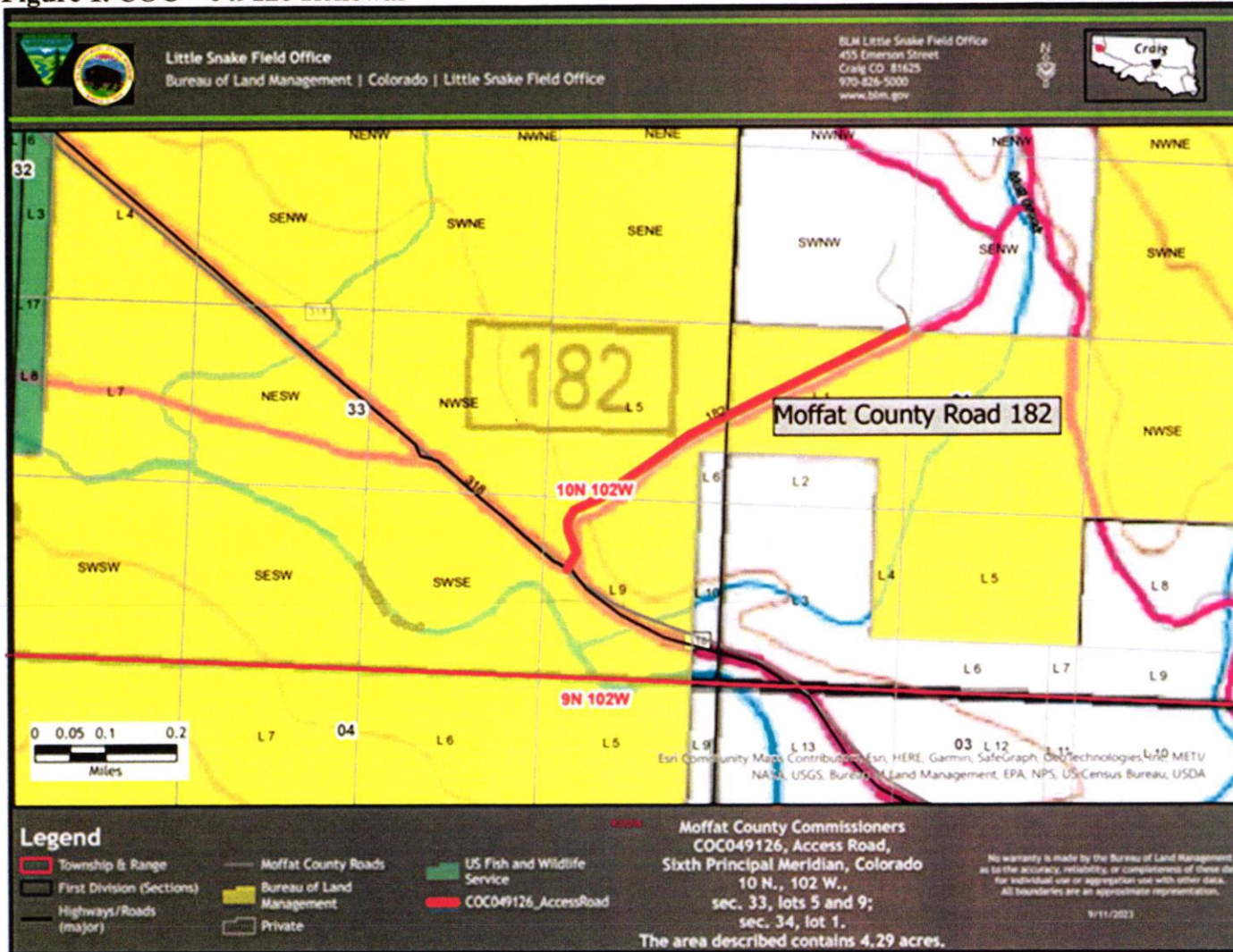
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Effective Date of Grant)



**Exhibit B  
Maps  
COC 049126 Renewal  
11/14/2023**

**Figure 1. COC 049126 Renewal**





# United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Little Snake Field Office

455 Emerson Street

Craig, Colorado 81625-1129

<https://www.blm.gov/office/little-snake-field-office>

In Reply Refer To:  
2800 (CON010)  
COC 066136 Renewal

April 17, 2024

CERTIFIED MAIL – Return Receipt Requested – 9589 0710 5270 0112 6692 39

## DECISION

Moffat County Commissioners :  
1198 West Victory Way, Suite 104 :  
Craig, Colorado 81625 :

### Rental Determined

Dear Sir or Madam:

Enclosed are two (2) copies of unsigned right-of-way (ROW) grant, serial number COC 066136 Renewal, for the renewal of portions of an existing county road, Moffat County Road 57, across the following lands located in Moffat County:

Sixth Principal Meridian, Colorado  
T. 4 N., R. 96 W.,  
sec. 24, SW1/4NW1/4 and SW1/4SE1/4.  
The area described aggregate 16.97 acres.

Please review the documents and if it meets with your approval, **sign and date both copies** and return to the address shown above. Upon our receipt of the signed documents and the fees discussed below, we will issue the ROW grant absent of any other unresolved issues.

The Moffat County Commissioners is exempt from paying rental in accordance with 43 CFR 2806.14(a)(2).

Please return **BOTH** copies of the grant within thirty (30) days. If these requirements are not met, your application may be denied.

If you have any questions, please contact Janell Corey at (970) 826-5053 or email [jcorey@blm.gov](mailto:jcorey@blm.gov).

Sincerely,

Kymm Gresset  
Field Manager

Enclosures (4)

- (2) Unsigned Right-of-Way Grants, COC 066136 Renewal
- Exhibit A, Terms and Conditions
- Exhibit B, Maps



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Issuing Office

Little Snake Field Office

**RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT**

Serial Number

COC 066136 Renewal

1. A (right-of-way) (permit) is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761)

2. Nature of Interest:

a. By this instrument, the holder:

Moffat County Commissioners  
1198 West Victory Way, Suite 104  
Craig, CO 81625

receives a right to construct, operate, maintain, and terminate a segment of public road along Moffat County Road 57, for which Moffat County asserts claims pursuant to R.S. 2477 and to construct, operate and maintain, work described in Moffat County's Request for Maintenance of CR 57 R.S. 2477 Right-of-Way on BLM managed lands by: Moffat County, Colorado January 22, 2002 (Request for Maintenance), on public lands (or Federal land for MLA Rights-of-Way) described as follows:

Sixth Principal Meridian, Colorado  
T. 4 N., R. 96 W.,  
sec. 24, SW1/4NW1/4 and SW1/4SE1/4.  
The area described aggregates 16.97 acres.

The right-of-way or permit area granted herein is described in Exhibit B. Segments A and B aggregate 2,640 feet in length and variable feet in width, consisting of 16.70 acres. If a site type facility, the facility contains an N/A spring box \_\_\_\_\_ acres.

b. The road work to be performed under Moffat County's Request for Maintenance of CR 57 R.S. 2477 right-of-way on BLM Managed Lands concerns CR 57 which Moffat County claims as an R.S. 2477 right-of-way. If future work is deemed to be within the R.S. 2477 right-of-way, it will be exempt from the provisions of Title V of the Federal Land Policy Management Act (FLPMA) under 43 U.S.C 1769 (a). Because of the complex legal issues involved in any R.S. 2477 right-of-way determination, the parties have been unable to agree on or define either the precise boundaries and extent of the subject Title V right-of-way, or the exact scope and extent of the R.S. 2477 right-of-way at issue. Accordingly, the parties stipulate and agree that, by this instrument, the County is authorized to construct, maintain, and improve that portion of CR 57 lying on public lands: (1) as such construction, maintenance, and improvements are specifically and exactly described in the County's Request for Maintenance of CR 57 R.S. 2477 right-of-way on BLM Managed Lands; and (2) as such lands are depicted and described in the County's Request for Maintenance of CR 57 R.S. 2477 right-of-way on BLM Managed Lands. This authorization does not apply to the road bed or the "existing disturbance" of CR 57 (as this concept may be later more specifically defined through further legal proceedings). CR 57 is an established county road and is believed to be an R.S. 2477 right-of-way. Under Title V of FLPMA, the BLM has limited authority to impose conditions or terms on road work done in relation to an R.S. 2477 road. It is anticipated that Congress and/or Department of the Interior will clarify R.S. 2477 policy at some indeterminate time in the future. At such time, the area subject to this right-of-way may be deemed to be within the scope of the existing R.S. 2477 right-of-way. In the event that the scope of the County's R.S. 2477 rights in CR 57 is not resolved to the satisfaction of Moffat County, the county reserves the right to pursue both administrative and judicial proceedings to establish the recognition and scope of its rights. Similarly, in the event that further Congressional or Departmental clarification results in the need for the Department to take any further action with respect to the County's R.S. 2477 right in and to CR 57, the Department reserves the right to pursue any and all available legal remedies.

c. As set forth in more detail above, this renewal concerns MCR 57, which Moffat County claims as an R.S. 2477 right-of-

way. If future work is deemed to be within the R.S. 2477 right of way, it will be exempt from the Title V of the Federal Land Policy and Management Act (FLPMA) under 43 U.S.C 1769 (a). This instrument shall terminate upon determination that the work is within the scope of Moffat County's R.S. 2477 right-of-way or in 20 years, which ever occurs first, unless it is relinquished, abandoned, terminated, or modified pursuant to terms and conditions of this instrument or of any applicable Federal law or regulation.

- d. By granting the subject right-of-way renewal to Moffat County, the BLM expressly acknowledges and affirmatively stipulates that the granting of this right-of-way renewal does not and will not (either expressly or impliedly) in any way terminate or otherwise affect the R.S. 2477 rights which Moffat County has in and to CR 57, including but not necessarily limited to future determinations decided as a matter of law concerning: (1) the precise nature, bounds, and scope of the existing R.S. 2477 right-of-way on CR 57; or (2) what activities the Moffat County may conduct within the bounds of the existing R.S. 2477 rights-of-way.
- e. The parties expressly acknowledge and hereby stipulate that they are executing the subject right-of-way renewal solely as a means to address Moffat County's desire to construct, maintain, and improve a segment of County Road 57 which Moffat County claims pursuant to R.S. 2477, which project is more particularly described in Moffat County's January 22, 2002, Request for Maintenance of CR 57 R.S. 2477 right-of-way on BLM Managed Lands. Consistent with the understanding, the parties further expressly stipulate and agree the terms and provisions of this right-of-way grant renewal shall apply *only* to the above-described project, and shall not have any applicability whatsoever or set any precedent with regard to any other R.S. 2477 issues that might arise between the County and the BLM, or between the County and the BLM or any other persons or entities.
- f. This instrument shall terminate on December 31, 2045, 20 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- g. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- h. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A & B, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

\_\_\_\_\_  
(Signature of Holder)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

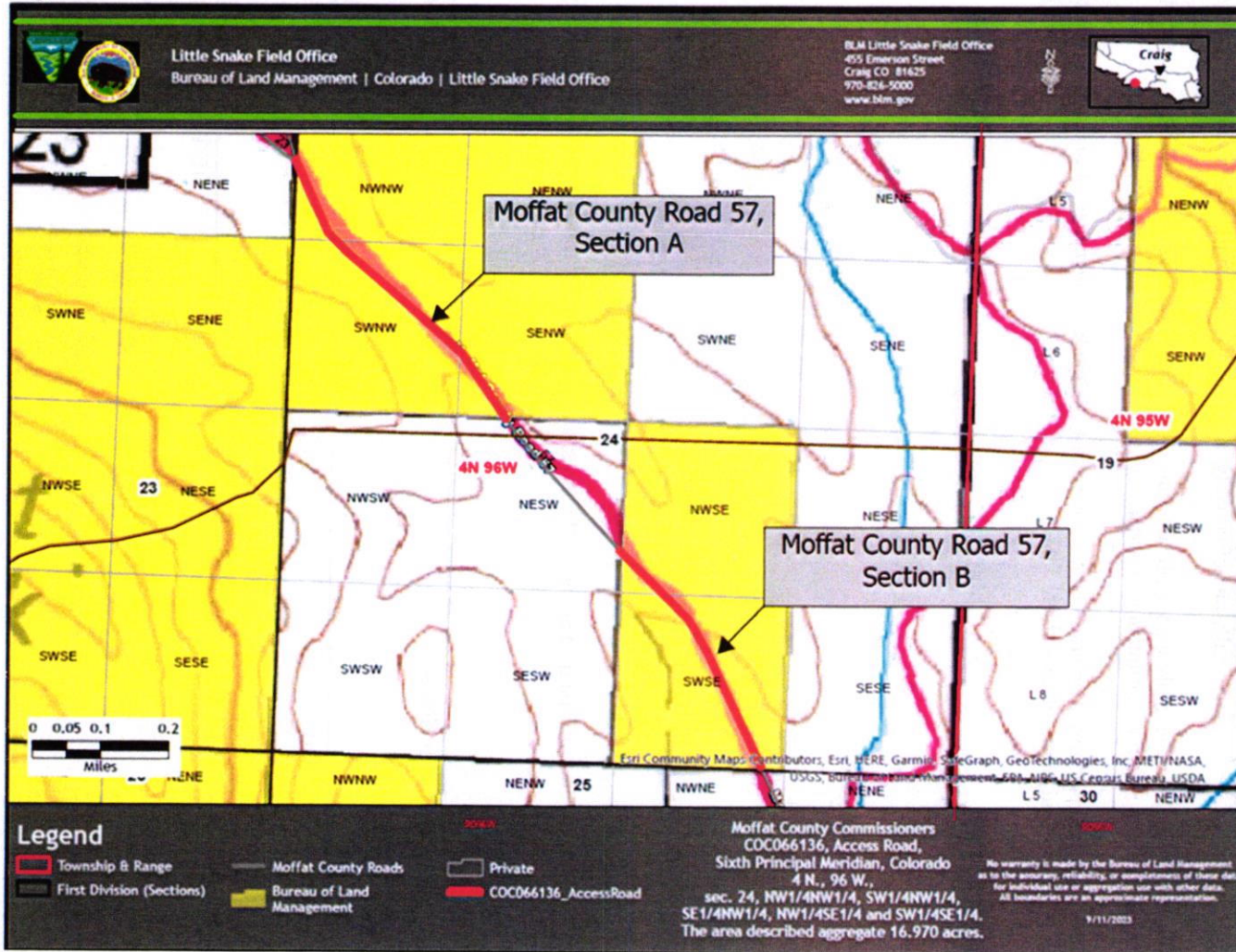
\_\_\_\_\_  
(Signature of Authorized Officer)

Field Manager  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Effective Date of Grant)

**Exhibit B  
Maps  
COC 066136 Renewal  
11/14/2023**

**Figure 1. COC 66136 Renewal**







# United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Little Snake Field Office

455 Emerson Street

Craig, Colorado 81625-1129

<https://www.blm.gov/office/little-snake-field-office>

In Reply Refer To:  
2800 (CON010)  
COC 062780 Renewal

April 17, 2024

CERTIFIED MAIL – Return Receipt Requested – 9589 0710 5270 0112 6692 39

## DECISION

Moffat County Commissioners :  
1198 West Victory Way, Suite 104 :  
Craig, Colorado 81625 :

### Rental Determined

Dear Sir or Madam:

Enclosed are two (2) copies of unsigned right-of-way (ROW) grant, serial number COC 062780 Renewal, for the renewal of an existing access road, across the following lands located in Moffat County:

Sixth Principal Meridian, Colorado  
T. 10 N., R. 91 W.,  
sec. 36, S1/2SE1/4.

The area described contains 2.62 acres.

Please review the documents and if it meets with your approval, **sign and date both copies** and return to the address shown above. Upon our receipt of the signed documents and the fees discussed below, we will issue the ROW grant absent of any other unresolved issues.

The Moffat County Commissioners is exempt from paying rental in accordance with 43 CFR 2806.14(a)(2).

Please return **BOTH** copies of the grant within thirty (30) days. If these requirements are not met, your application may be denied.

If you have any questions, please contact Janell Corey at (970) 826-5053 or email [jcorey@blm.gov](mailto:jcorey@blm.gov).

Sincerely,

Kymm Gresset  
Field Manager

Enclosures (4)

- (2) Unsigned Right-of-Way Grants, COC 062780 Renewal
- Exhibit A, Terms and Conditions
- Exhibit B, Maps

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT**

Issuing Office  
**LLCON01000 Little Snake Field Office**

---

Serial Number  
**COC 062780 Renewal**

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a.  Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b.  Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c.  Other (describe) \_\_\_\_\_

2. Nature of Interest:

- a. By this instrument, the holder Moffat County Commissioners, 1198 W. Victory Way, Ste. 104, Craig, CO 81625 receives a right to construct, operate, maintain, and terminate a an existing access road to the Moffat Cty Road & Bridge Villard Gravel Pit on public lands (or Federal land for MLA Rights-of-Way) described as follows:

**Sixth Principal Meridian, Colorado  
T. 10 N., R. 91 W.,  
sec. 36, S1/2SE1/4.  
The area described contains 2.62 acres.**

- b. The right-of-way or permit area granted herein is 60 feet wide, 1,900 feet long and contains 2.62 acres, more or less. If a site type facility, the facility contains 0 acres.
- c. This instrument shall terminate on December 31, 2045, 20 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument  may  may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A & B, dated 11/14/2023, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

\_\_\_\_\_  
(Signature of Holder)

\_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Title)

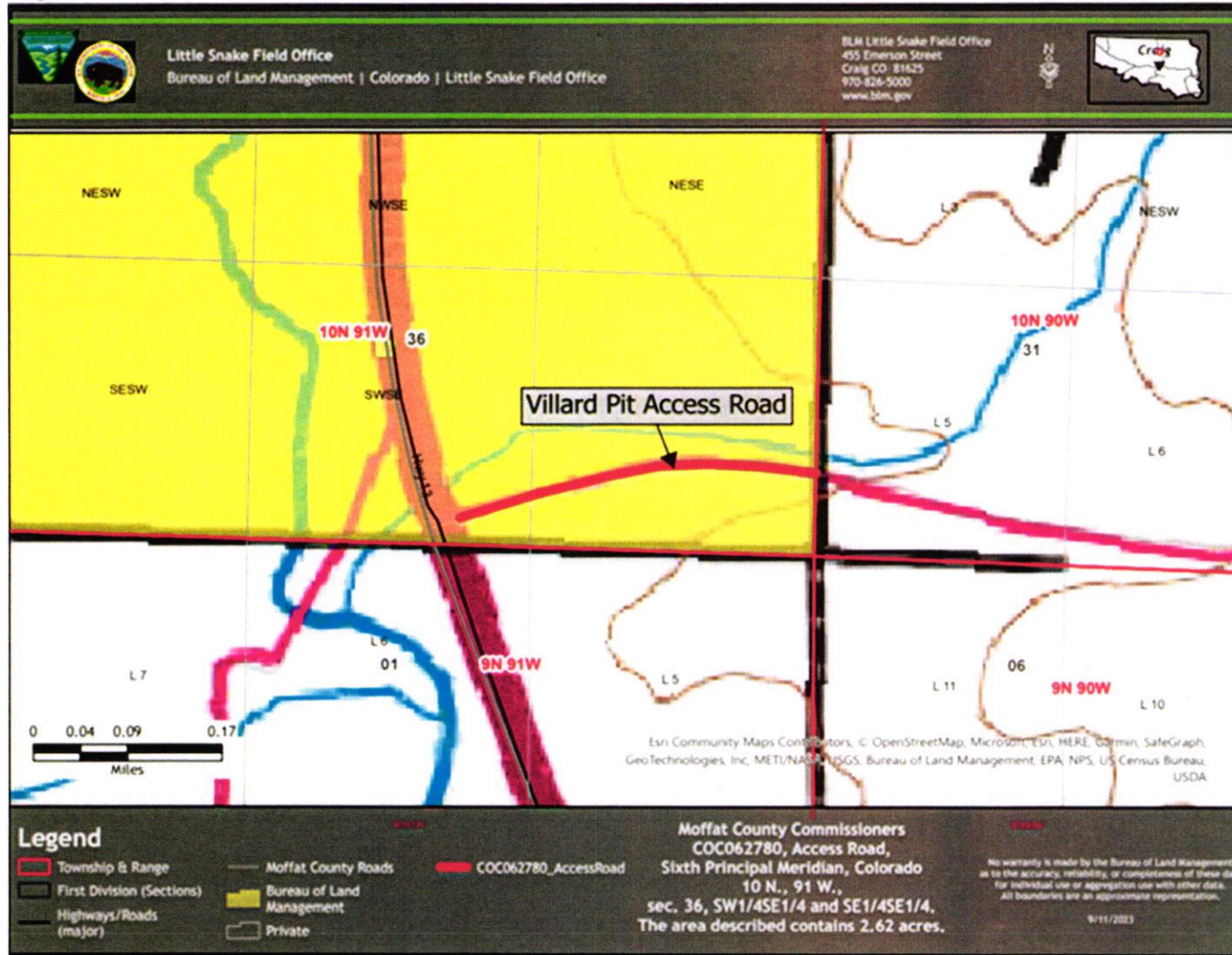
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Effective Date of Grant)

**Exhibit B  
Maps  
COC 062780 Renewal  
11/14/2023**

**Figure 1. COC 62780 Renewal**





# MOFFAT COUNTY SPECIAL EVENTS PERMIT

**MALT, VINOUS & SPIRITUOUS LIQUOR  
VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION**

**CRAIG CHAMBER OF COMMERCE  
Loudy Simpson Park, Craig, CO 81625**

***Dates:* June 21, 2024 Time: 12:00 a.m. to 11:59 p.m.  
June 22, 2024 Time: 12:00 a.m. to 11:59 p.m.**

**FEE: \$100.00**

**Special Events LICENSE #2024-01**

*This permit is issued subject to the laws of the State of Colorado and especially under the provisions of TITLE 44, ARTICLE 5, C.R.S. This permit is non-transferable. It is issued only for the specific location described above, and must be conspicuously posted at that location. In testimony whereof, I have hereunto set my hand and seal on the 28th day of May, 2024.*

Signed:

Chair/BOCC

County Clerk



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

THE CRAIG CHAMBER OF COMMERCE

is a

Nonprofit Corporation

formed or registered on 11/08/1946 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871111609 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/08/2024 that have been posted, and by documents delivered to this office electronically through 05/10/2024 @ 10:13:23 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/10/2024 @ 10:13:23 in accordance with applicable law. This certificate is assigned Confirmation Number 16025805 .



*Jena Griswold*

Secretary of State of the State of Colorado

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

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

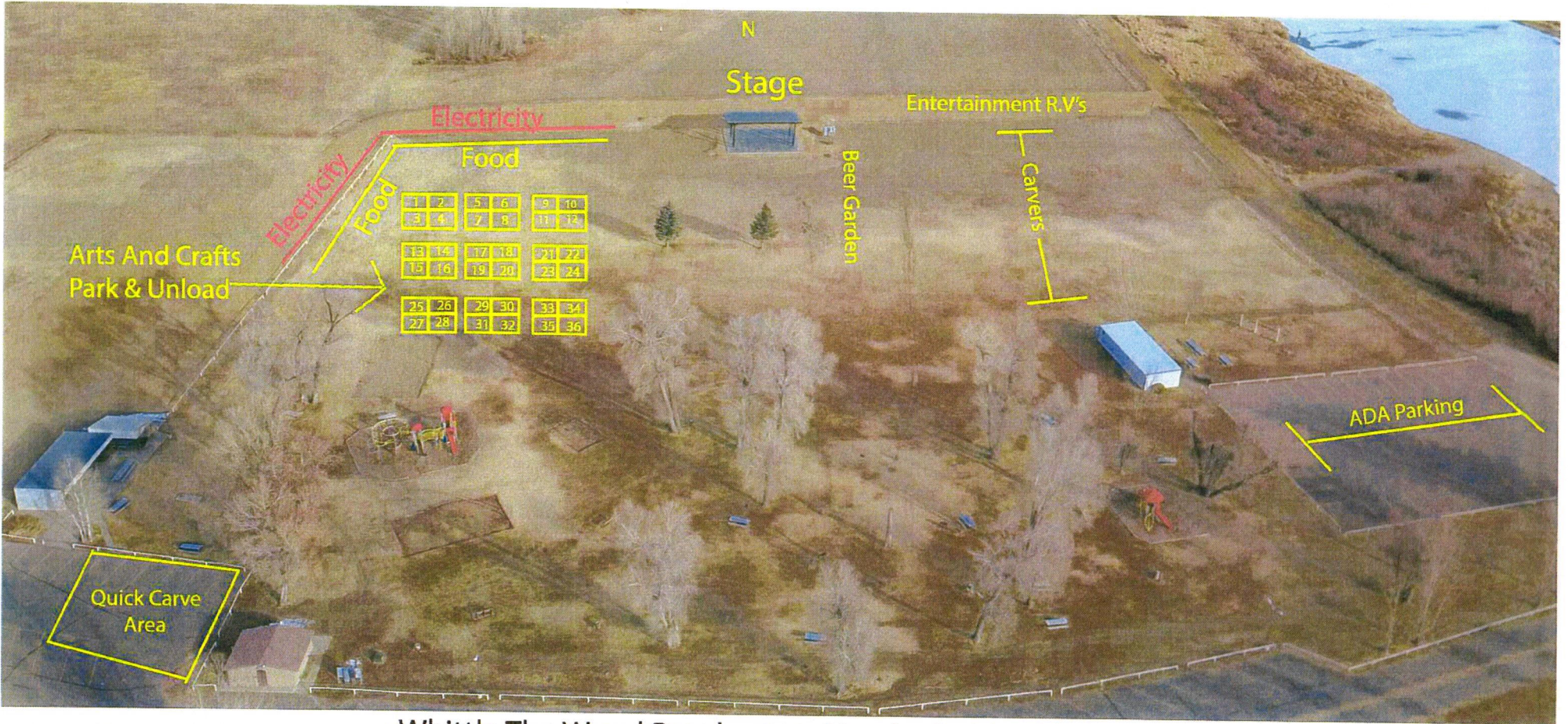


May 28, 2024

Craig Chamber of Commerce is applying for a Special Events Permit for a Beer Garden at the Annual Whittle the Wood Rendezvous. It will be held at Loudy Simpson Park on June 21<sup>st</sup> and June 22<sup>nd</sup>, 2024.

Thank you,

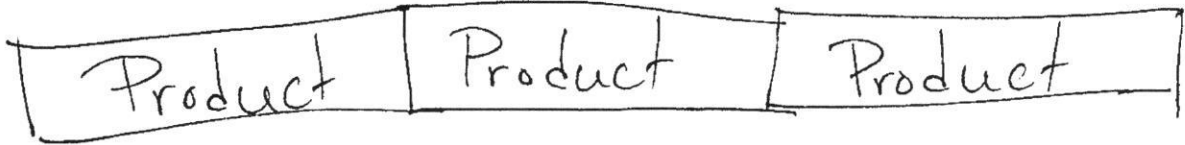
Stacy Morgan  
Moffat County Clerk & Recorder



Whittle The Wood Rendezvous Vendor Layout Map

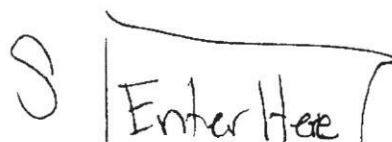
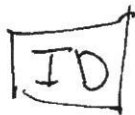
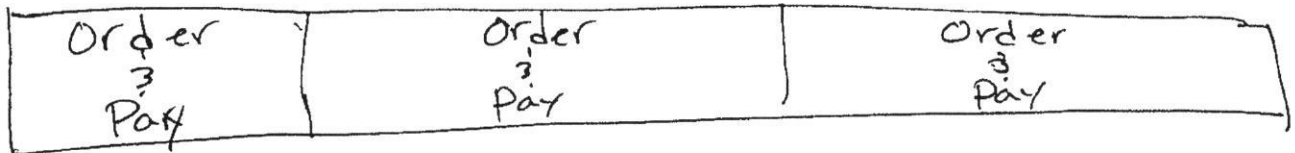
# Whittle The Wood Beer Garden

N



W

E







**Bid Tab**

RFP Number: 202407		Description: Tractor & Mini Excavator for Moffat County Parks		
Issue Date:	4/16/2024	Pre-Bid Meeting:	By Appointment	
Submission of Questions:	4/29/2024	Submission Deadline:	5/1/2024	
BOCC Award:	5/14/2024	Contract Time: 5/14/2024-6/15/2024		
<b>Vender</b>	<b>Score</b>	<b>Tractor Spec Met</b>	<b>Mini Ex Spec Met</b>	<b>Bid Amount</b>
PMC Grand Junction		No Bid	Yes	Mini Ex \$62299.00
Century Equipment Grand Junction		No Bid	Yes	Mini Ex \$59230.00
Severson Bobcat Craig		Partial	Yes	Mini Ex \$51784.42 Tractor \$50048.00 Trade in \$25300.00
US Tractor Craig		Yes	Yes	Mini Ex \$62700.00 Tractor \$55571.22 Trade In \$40071.22
4 Rivers Grand Junction		No Bid	Yes	Mini Ex \$61685.77
Western Implement Grand Junction		Partial	Yes	Mini Ex \$59193.80 Tractor \$46871.68 Trade In \$32500.00



## **REQUEST FOR PROPOSALS FOR:**

### **INDEPENDENT CONTRACTOR TO PROVIDE PROFESSIONAL SERVICES AS SPECIAL COUNTY ATTORNEY**

Date of Issue: May 15, 2024  
Proposal Closing Date and Time: May 24, 2024 at 5:00 pm MT

#### **CONTACT:**

Rebecca Tyree, Esq., Moffat County Attorney  
1198 W. Victory Way, Ste. 202  
Craig, CO 81625  
[rtyree@moffatcounty.net](mailto:rtyree@moffatcounty.net)

**THIS REQUEST FOR PROPOSAL (“RFP”) IS NOT A COMPETITIVE BID BASED ON PRICE ONLY.** The request for proposal allows the County of Moffat, Colorado (the “County”) to select the service provider that best meets the needs of the County, taking into consideration proposer qualifications, price, products, and service capabilities and other factors relevant to the County’s policies, programs, administrative resources, and budget.

This RFP has been advertised in the following newspaper: **CRAIG DAILY PRESS**

Any modifications to this RFP or addenda pertaining to this RFP will be published in the above-mentioned newspaper, and all proposers are responsible to periodically check the CRAIG DAILY PRESS for relevant updates prior to the submittal of a proposal.



## REQUEST FOR PROPOSAL NO. 2024-MCA01

The County is requesting proposals for an Independent Contractor to provide professional services as Special County Attorney for Moffat County, Colorado, and the Moffat County Department of Human Services.

Proposals are to be addressed and delivered to the County Attorney, Rebecca Tyree, Esq. for Moffat County, Colorado in accordance with the Instructions to Proposers and all other requirements as referenced in this RFP. Proposals will be received until the proposal closing date and time set forth on the cover page of this RFP.

The County will use the following tentative schedule for the selection process:

- Issue Request for Proposals: May 15, 2024
- Proposal Submission Deadline: May 24, 2024 at 5:00 P.M.
- Interview/Demonstration: Upon County's Request

The County reserves the right to modify this timeline at any time. Should the proposal submission deadline change, all prospective proposers will be notified through an addendum issued by the County.

### RFP Contents:

- Scope of Services
- Instructions to Proposers
- RFP Terms & Conditions
- Required Responses
- Attachment A (Agreement for Professional Services)

### SCOPE OF SERVICES

Provide legal services ("Legal Services") as Special Attorney for Moffat County Department of Human Services cases, including but not limited to:

1. Serves as legal counsel to the Moffat County Department of Human Services ("DHS") and represents that entity and/or the People of the State of Colorado in trials, appeals and administrative proceedings in court and in State administrative agencies statewide.
2. Provides legal services in the areas of child protection, child support, adult protection and welfare fraud, overpayment, and recovery for Moffat County. Performs other work as necessary.
3. Represents the County in state administrative hearings regarding intentional program violations for TANF, food stamps, Medicaid, low-income energy assistance program, old





age pension and aid to the needy and disabled, adoption subsidies, and administrative recovery of overpayments in these programs.

4. Provides legal advice to DHS Director and staff on legal issues.
5. Provides training to DHS staff regarding legal aspects of case preparation, courtroom procedure, presentation of evidence, substantive areas of the Children's Code, trial/hearing preparation, testimony, related legal processes as needed, and changes in pertinent state and federal law to personnel of DHS staff.
6. Organizes trial and hearing preparation; drafts and files legal documents and prepares questions and arguments necessary for hearings or trials; notifies and interviews witnesses; reviews evidence.
7. Establishes and maintains effective working relationships with County officials and employees, other attorneys, representatives of community and governmental agencies, and the general public.
8. Attends meetings with DHS staff when requested to coordinate legal services and policies with client.
9. Meets with counsel representing parents, children, at-risk adults, and other parties to identify legal issues, and then resolving them through mediation, negotiation, stipulation, and/or trial.
10. Processes public and attorney requests for access to agency's files.
11. Redacts discovery in agency's files when needed for litigation or discovery requests.



Alison D. Casias  
Certified Child Welfare Law Specialist

Ms. Rebecca Tyree  
Moffat County Attorney's Office  
1198 W. Victory Way, Ste. 202  
Craig, CO 81625

May 23, 2024

Dear Ms. Tyree:

Please accept this letter as my proposal to work as the Special Assistant County Attorney for Moffat County Human Services. I believe my experience and commitment to this field of work would make me a strong member of your team.

#### **QUALIFICATIONS AND EXPERIENCE**

I have focused my legal career on child protection for the past 23 years. I have represented parties in all aspects of dependency and neglect cases, including as a Special Assistant County Attorney, a Guardian ad litem, and as Respondent Parent Counsel. I have assisted with voluntary cases, court cases, and appellate work including oral arguments to the Colorado Court of Appeals and Colorado Supreme Court. This broad experience has given me insight into not only the legal issues, but also the personal elements that often drive dependency and neglect cases. Human Services is a specialized area of law that requires knowledge of statutes, case law, and regulations, but also the ability to work with people under difficult circumstances. I believe I have all the necessary skills to help the department reach successful resolutions to their cases.

I also have represented departments of human services in child support, adult protection, and public assistance for over twenty years. Although I have devoted fewer hours to these areas than child protection, I do have the necessary knowledge and experience to handle this work. In particular, adult protection is a growing concern in Colorado and has been the focus of much of my continuing education in recent years.

I believe I am well qualified for this position and would appreciate the opportunity to work with Moffat County.

[REDACTED]

**COST PROPOSAL**

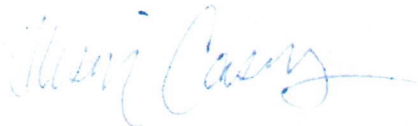
I propose a flat rate contract amount of \$7100 a month (\$85,200/year). This would include all the work designated under Scope Of Services in the Request for Proposals. As I'm about two and a half hours away, the majority of my work would be done remotely; however, I would plan to attend court hearings in person and be in the office if needed. I prefer a flat rate amount as I like having regular contact with caseworkers and I find they are less willing to reach out to me if there is a financial cost tied to the communication. However, if the county prefers an hourly rate, I propose \$200 an hour for legal work and \$100 an hour for travel.

**CURRICULUM VITAE**

Please see attached

I look forward to the opportunity to speak with you further. Please let me know if you would like to meet in person or if you have additional questions for me.

Sincerely,



Alison Casias