

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

1198 W Victory Way, Suite 104 Craig, Colorado 81625

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

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, May 9, 2023

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Minutes:

- a) April 25 (pgs 3-7); April 20 – Special Meeting (pg 8)

Resolutions:

- b) 2023-54: Resolution correction (pg 9)
- c) 2023-56: Payment of Warrants (pg 10)
- d) 2023-57: Adopting Maybell Wastewater Treatment Facility Billing & Delinquency Policy (pg 11 & 12)
- e) 2023-58: Payroll (pg 13)

Contracts & Reports:

- f) Norvell Ditch project letter of support (pg 14)
- g) Maybell Rodeo Club Lease Agreement (pgs 15-22)
- h) Economic Development Administration Certification as to Project Site, Rights of Way and Easements (pgs 23-27)
- i) Fair Entertainment agreement w/John King Music (pgs 28-33)
- j) Airport Grant resolution (pgs 34-46)
- k) Department of Public Health & Colorado Department of Public Health & Environment Emergency Preparedness and Response contract - Amendment #5 (pgs 47-65)

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:

- 1) - Resolution 2023-53: 2nd Amendment Rights (pgs 66 & 67)
- Resolution 2023-59: Constitutional Rights (pgs 68-70)



4:11 PM5/5/2023

Public Hearing:

9:00 am

- 2) Planning & Zoning – Candace Miller
 - Carmony Exploration Gathering Lines CUP – C-23-01 (pgs 71-82)

Staff Reports:

- 3) Office of Development Services – Roy Tipton
 - Change Order – United Companies - Parking lot Asphalt (pgs 83-86)
 - Pay Applications:
 - BHI #18 (pg 87-90)
 - Treanor #16

Adjournment

The next scheduled BOCC meeting will be Tuesday, May 23, 2023 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/2jiPzXOOk6g?feature=share>

OR

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

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

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



4:11 PM 5/5/2023

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

April 25, 2023

In attendance: Tony Bohrer, Chair; Melody Villard, Board Member; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Roy Tipton; Jeff Comstock; Bruce White; Dan Miller; Candace Miller; Tom Kleinschnitz; Cathy Nielson; Rachel Bower; Rebecca Tyree; Michael Gush; John Doane; Julie Grobe; Loretta Earle; Tracy Winder; Bonnie Hampton; Jim Howell; John Williams; Allison Adair; Dan Haskins; Chris Nichols; Brenda Nichols; Shannon Lukens

**Call to Order
Pledge of Allegiance**

Commissioner Bohrer called the meeting to order at 8:30 am and welcomed everyone to the first meeting in the new courthouse.

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)

Approve minutes:

- a) April 11; April 4 – Special Meeting

Resolutions:

- b) 2023-47: Payment of Warrants for the month of April
- c) 2023-48: Payment Cards
- d) 2023-50: Payroll
- e) 2023-51: Voided Warrants for the month of April

Contracts & Reports:

- f) Department of Public Health Immunization contract w/Colorado Department of Public Health & Environment
- g) Department of Public Health Child Fatality Prevention System contract w/Colorado Department of Public Health & Environment
- h) Yampa Valley Golf Course liquor license renewal

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

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

Public Comment/General Discussion:

- 2nd Amendment discussion

A citizens group had sent the Board of County Commissioners proposed resolutions regarding 2nd Amendment/Constitutional rights. Tracy Winder, John Williams, Carol Haskins, Allison Cutler got up and commented.

Commissioner Bohrer stated that he has already taken an oath when he was sworn into office to uphold both the Constitution of the United States and the State of Colorado, and signing this resolution will not change that in any way.

Commissioner Villard commented that these resolutions are merely affirmations, and have no teeth. How do we fund this fight?

The Commissioners had questions about some of the content of the resolutions and requested a workshop with the group to clarify.

Board of County Commissioners

Moffat County Day of Prayer proclamation (see attached)

Julie Grobe and Loretta Earle came up before the BCC to present a proclamation for the annual Day of Prayer on May 4th. There are two locations this year, the Courthouse and New Creation Church, where it will be live streamed.

Bohrer moved to proclaim May 4th, 2023 as Moffat County Day of Prayer. Villard seconded the motion. Motion carried 3-0.

Natural Resources Department – Jeff Comstock

Sign:

- Tri-State Water Augmentation Plan contract (see attached)

The purpose of this contract is to minimize the impacts from the State over-appropriation call on the Yampa River to water rights owners. Tri-State has agreed to pay \$25,000 to the Colorado River Water Conservation District to assist in developing a water augmentation plan.

Villard moved to approve the Tri-State Water Augmentation Plan agreement as presented. Broom seconded the motion. Motion carried 3-0.

- Programatic Solar Environmental Impact Study (see attached)

This is a standard BLM cooperative agency agreement; it lets the County have pre-decisional information and have a part in the planning process. This is the 6th planning document presented to us this year.

Broom moved to approve the Programatic Solar Environmental Impact Study. Villard seconded the motion. Motion carried 3-0.

Bohrer gave a brief recap on SB-256, concerning the 10J rule on wolves.

Public Hearing:

9:00 am

Planning & Zoning – Candace Miller

- Yoder/McCleery/Thompson Replat – S-23-01 (see attached)

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

This is replat of lots currently owned by Michael Thompson, Michael McCleery and Theron Yoder

Location: T6N R9IW SEC 12

Access: South on MCR 107 (South Ranney); left onto Rangely Way

This Agenda item was advertised in the paper on March 17, 2023, and approved by the P & Z Commission at the April 4th meeting with no stipulations.

There was no testimony either for or against the proposed replat.

Back in regular session, Villard move to approve the Yoder/McCleery/Thompson Replat – S-23-01. Broom seconded the motion. Motion carried 3-0.

- Cook Exemption – E-23-01 (see attached)

This is an 82-acre parcel, of which 5 acres will be exempted. Mr. Cook will continue to own the 82 acres and will include the 5 acres with the sale of the house.

Location: T7N R90W SEC 10 - NW 4, NE 4

Access: Hwy 13 N to CR 18S to CR78 to CR 78B

This Agenda item was advertised in the paper on March 24, 2023, and approved by the P & Z Commission at the April 4th meeting.

There was no testimony either for or against the proposed exemption.

Back in regular session, Broom moved to approve the Cook Exemption. Villard seconded the motion. Motion carried 3-0.

Planning & Zoning – Candace Miller

- Airport Hanger lease contract w/Moffat Hanger Group, LLC (see attached)

This three-year lease expired April 30th. A legal ad was posted on March 24, with the bid being due April 5. The only bid we received was from the Moffat Hanger Group, which has held the three-year lease for the last nine years. This updated contract includes new fees.

Villard moved to approve the Airport Hanger lease contract w/Moffat Hanger Group, LLC as presented. Broom seconded the motion. Motion carried 3-0.

- Present Planning & Zoning Commission by-laws revisions for approval (see attached)

The Planning & Zoning Commission by-laws have not been reviewed or updated since 2006. The Commission unanimously agreed to update the layout and some information contained in there. Miller presented the BCC with a red-line copy of the old by-laws as well as the updated version for comparison.

Villard moved to approve the Planning & Zoning Commission by-laws revisions as presented. Broom seconded the motion. Motion carried 3-0.

Human Resources Department – Rachel Bower

- **Resolution 2023-52:** Amendment to Resolution 2016-106 re: Snow Bank (see attached)

This resolution concerns on-call provisions for County operations for Road & Bridge Department snow removal. It extends the Snow Bank accrual from March 31 or to an appropriate date (depending on the weather that year), and amends the accrual cap from 40 to 50 hours. The Board of County Commissioners will also consider adding Snow Bank accrual for Road & Bridge fill-in employees whose normal job duties do not include snow removal

Broom moved to approve **Resolution 2023-52:** Amendment to Resolution 2016-106 re: Snow Bank. Villard seconded the motion. Motion carried 3-0.

Presentation:

Yampa Valley Golf Association – John Doane & Michael Gush

- Discuss ARPA funds disbursement (see attached)

The Golf Course board was tasked by the BCC to examine, prioritize & budget any infrastructure needs at the golf course. The board addressed that request and brought the budget along today. The funding source for these needs will be coming from ARPA monies. A power point slide show was presented.

Meeting adjourned at 9:32 am

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

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

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

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

April 20, 2023

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Todd Wheeler; KC Hume; Laron McPherson; Stacy Morgan; Robert Razzano; Rachel Bower; Cathy Nielson; Rebecca Tyree; Dan Miller; Bruce White; Mason Siedschlaw

Call to Order

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

Office of Emergency Management – Todd Wheeler

Resolution 2023-49: Resolution Continuing Declaration of Local Disaster Emergency (see attached)

Wheeler recommended continuing the Declaration of the Local Disaster Emergency and gave an appraisal of the current snow/weather conditions, and the prospect of related flooding. The State has not declared any type of disaster as of yet, even though five counties on the Western Slope have declared emergencies. He emphasized how important that it is to track all equipment, supplies and man hours used in response to the Local Disaster Emergency incident so that we would be eligible to receive reimbursement from the state, and how every department will have some type of stake in this. There was also discussion about the structure of the Emergency Operating Plan (who is responsible for what?). Wheeler commented on the fact that we really should have been having tabletop exercises over the years to be prepared for emergencies like this, but now, we are now living a tabletop exercise.

Villard moved to approve **Resolution 2023-49:** Resolution Continuing Declaration of Local Disaster Emergency. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 10:40 am - The next scheduled BOCC meeting is Tuesday, April 25, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2023-54
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF APRIL 2023
CORRECTION to Resolution 2023-48

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:

	Resolution Date:	5/9/2023		
FROM FUND:				
General	110	<u>(\$68,841.68)</u>	DR	0010.7000
Road & Bridge	200	<u>\$1,822.33</u>	CR	0020.7000
Landfill	240	<u> </u>	CR	0070.7000
Airport	260	<u>\$184.60</u>	CR	0120.7000
Emergency 911	270	<u>\$3,181.93</u>	CR	0350.7000
Capital Projects	510	<u>\$18,548.31</u>	CR	0160.7000
Conservation Trust	211	<u> </u>	CR	0060.7000
Library	212	<u>\$907.77</u>	CR	0130.7001
Maybell Sanitation	610	<u> </u>	CR	0280.7000
Health & Welfare	720	<u> </u>	CR	0080.7000
Senior Citizens	215	<u>\$1,534.76</u>	CR	0170.7000
Internal Service Fund	710	<u> </u>	CR	0325.7000
Lease Purchase Fund	410	<u> </u>	CR	0175.7000
Telecommunications	520	<u> </u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$1,792.33</u>	CR	0320.7000
PSC - JAIL	210	<u>\$4,868.03</u>	CR	0072.7000
Human Sevices	220	<u>\$2,824.29</u>	CR	0030.7100
Public Health	250	<u>\$31,037.02</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$570.52</u>	CR	0168.7000
Sunset Meadows I Security	910	<u> </u>	CR	0167.7000
Sunset Meadows II	920	<u>\$154.55</u>	CR	0169.7000
Sunset Meadows II Security	920	<u> </u>	CR	0171.7000
ACET	275	<u>\$1,415.24</u>	CR	0040.7000
Shadow Mountain LID	530	<u> </u>	CR	0110.7000
MC Local Marketing District	231	<u> </u>	CR	0050.7000
To Fund				
Warrant		<u>\$0.00</u>	DR	

Adopted this 9th day of May, 2023

Chairman

COUNTY OF MOFFAT)

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

WITNESS my hand and seal this 9th day of May, A.D. 2023

RESOLUTION 2023-56
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF MAY 2023

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

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

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

FROM FUND:	Check Date:	5/9/2023		
General	110	<u>\$185,153.08</u>	CR	0010.7000
Road & Bridge	200	<u>\$506,326.96</u>	CR	0020.7000
Landfill	240	<u>\$4,456.01</u>	CR	0070.7000
Airport	260	<u>\$18,646.18</u>	CR	0120.7000
Emergency 911	270	<u>\$121.56</u>	CR	0350.7000
Capital Projects	510	<u>\$96.83</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$1,086.97</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720	<u>\$237,273.36</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,422.80</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>\$3,005.52</u>	CR	0320.7000
PSC - JAIL	210	<u>\$17,904.66</u>	CR	0072.7000
Human Sevices	220	<u>\$7,442.89</u>	CR	0030.7100
Public Health	250	<u>\$2,028.89</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$7,148.36</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$7,640.00</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$450.00</u>	CR	0040.7000
Shadow Mountain LID	530	<u>\$9,299.46</u>	CR	0110.7000
MC Local Marketing District	231	<u>\$3,768.00</u>	CR	0050.7000
To Fund				
Warrant		<u>\$1,013,271.53</u>	DR	

Adopted this 9th day of May, 2023

RESOLUTION 2023-57

ADOPTING MAYBELL WASTE WATER TREATMENT FACILITY BILLING AND
DELINQUENCY POLICY

WHEREAS, the Board of County Commissioners of Moffat County, State of Colorado, is authorized to act on behalf of Moffat County pursuant to Article XIV, Section 1 of the Colorado Constitution and Colorado Revised Statutes § 30-11-101, § 30-11-103, and § 30-11-107; and

WHEREAS, pursuant to C.R.S. § 30-11-103, the powers of a county as a body politic and corporate shall be exercised by the board of county commissioners; and

WHEREAS, pursuant to C.R.S. § 30-11-107(l)(aa), the Board of County Commissioners has power at any meeting to establish policies and procedures regarding entering into contracts binding on the county where amounts specified in such policies and procedures and where such contracts otherwise comply with limits and requirements set forth in such policies and procedures; and

WHEREAS, pursuant to C.R.S. § 30-11-107(l)(e), the Board of County Commissioners of Moffat County has power at any meeting to represent the county and have the care of the county property and the management of the business and concerns of the county in all cases where no other provisions are made by law; and

WHEREAS, Maybell is an unincorporated town in Moffat County and Moffat County provides numerous services to Maybell, including providing a waste water treatment facility and also billing property owners in Maybell for said waste water treatment. Because some waste water bills have not been paid, and those payments are necessary for the waste water treatment facility in Maybell to operate, the process for billing delinquent accounts has been updated in accordance with Section 30-20-420 of the Colorado Revised Statutes. The Board of County Commissioners believes it is in the best interests of Moffat County and its residents to adopt a revised policy with regard to billing for Maybell Waste Water Treatment Facility as set forth in the Maybell Waste Water Grant Management Policy Billing and Delinquency Policy as of 5/09/23, which is attached hereto and incorporated herein.

NOW THEREFORE BE IT RESOLVED, that the Moffat County Board of County Commissioners hereby approves and adopts the Maybell Waste Water Management Policy Billing and Delinquency Policy as set forth in Resolution 2023-57.

The effective date of this Resolution shall be the 9th day of May 2023.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Tony Bohrer, Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

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

WITNESS, my hand and the seal of said County this this 9th day of May, 2023.

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

MAYBELL WASTE WATER TREATMENT FACILITY (MWWTF)
BILLING & DELINQUENCY POLICY
AS OF 5/09/2023

The Moffat County Finance Department will continue to bill quarterly. Property owners will still have the option to pay monthly and late charges will not be applied as long as amount due for the quarter is satisfied by the due date. Please see Billing and Payment Schedule at bottom of this page for billing and payment due dates.

Invoices for MWWTF are billed at the beginning of each quarter to the property owner with a due date of the last day of that quarter.

MWWTF bills are the responsibility of the property owner and can BECOME A LIEN UPON THE PROPERTY SERVED AS SOON AS THEY ARE INCURRED. This is a year round service and is billed accordingly (regardless of whether or not you are occupying the property for the entire year).

When an account is not paid by the due date, the next billing will reflect a \$15.00 late charge. This amount includes rates, fees, tolls, and charges pursuant to CRS 30-20-420. The past due amount and late fees are due immediately. After an account is 90 days delinquent a letter will go out to the property owner requesting payment and a copy will go to the Moffat County Board of County Commissioners. At that time a Lien may be placed on the property per CRS 30-20-420. Once an account is delinquent, the property owner may make arrangements with the Moffat County Finance Department to pay the account and, if such arrangements are unsuccessful, a lien will be placed on the property. If a lien is filed upon a property in Maybell, it shall be collected in the manner as though they are part of taxes, so there is a possibility your property could be lost by issuance of a Treasurer's Tax Deed if the outstanding lien is not paid. If a lien has already been placed on the property and the property owner would like to make regular payments on a delinquent account, the property owner may be permitted to do so if the payment arrangement is approved by the Moffat County Finance Department, but the property owner would be required to pay the cost for the lien to be released and to make regular payments on the delinquent account as agreed. If there is no payment arrangement, any lien filed with the Clerk & Recorder's Office will be removed when the account is brought current including all fees and late charges.

Any charges incurred for the collection of this account will also be added (lien fees, lien release fees, postage, service of documents, copies, etc.) to the delinquent account. A \$25.00 returned check fee will be assessed for any returned checks.

Billing and Payment Schedule:

Quarter	Months in Quarter	Billed by	Due no later than
1 st Quarter	January-March	2nd week of January	March 31st
2 nd Quarter	April-June	2nd week of April	June 30th
3 rd Quarter	July – September	2nd week of July	September 30th
4 th Quarter	October – December	2nd week of October	December 31st

RESOLUTION 2023-58
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 04/29/2023

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

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

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

Pay Date 05/12/23 Payroll

FROM FUND:

General	0010.7000	\$239,327.24	cr
Road & Bridge	0020.7000	\$163,958.62	cr
Landfill	0070.7000	\$15,029.39	cr
Airport	0120.7000	\$676.26	cr
Library	0130.7001	\$11,410.13	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,677.94	cr
Mo Co Tourism	0320.7000	\$3,183.89	cr
PSC Jail	0072.7000	\$65,589.07	cr
Human Services	0030.7100	\$67,214.45	cr
Public Health	0065.7000	\$13,752.32	cr
SM I	0168.7000	\$3,654.43	cr
SM II	0169.7000	\$4,251.36	cr

TO FUND:

Warrant	0100.1000	\$595,725.10	dr
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Adopted this 9th day of May, A.D. 2023

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

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



May 9, 2023

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

Dear Colorado River District Board Members:

Please accept this letter of support for the Norvell Infrastructure Improvement Project grant proposal for \$11,250 submitted to the Colorado River District by the Norvell Ditch Owners, represented by Justin Duzik and Gena Hinkemeyer, Community Ag Alliance, Ag Water Project Coordinator. This funding will help to modernize the diversion by replacing the headgates along with a new concrete diversion wingwall. This structure is one of several aging facilities in our basin needing rehabilitation to allow the irrigation water rights to be fully utilized.

The Novell project is a prime example of the importance of working collaboratively in the basin with many agencies, organizations, and private entities. The project is a locally driven, multi-beneficial project to protect water security and increase efficiency for agriculture producers on the ditch, while benefiting the natural environment, wildlife, and fish. It will also provide a public benefit in terms of improved river health and other water quality parameters. Moffat County's augmentation plan for the Yampa River relies on water from Elkhead Reservoir. When augmentation water is purchased and released from the reservoir, the new headgates could be shut off and sealed properly to allow all the water to flow past the diversion.

The Moffat County Board of County Commissioners feels that this project meets the mission and strategic planning goals of the Colorado River District. We are confident in the leadership, experience, and expertise of the Norvell Ditch Owners and their team, to successfully implement this project. We strongly endorse this project and encourage your positive consideration of the funding request.

Sincerely,

Tony Bohrer

Melody Villard

Donald Broom

cc: Gena Hinkemeyer

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

Tony Bohrer
District 1

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MAYBELL RODEO LEASE AGREEMENT

This lease agreement ("Agreement"), made effective the 9th day of May, 2023, is entered into by and between the Board of County Commissioners of Moffat County, acting on behalf of Moffat County, Colorado ("Lessor"), and Kacey Lyons, President, and Taylor Smith, Vice President, acting on behalf of the Maybell Rodeo Club, hereinafter referred to as the "Lessee."

LESSOR:	Board of County Commissioners of Moffat County 221 West Victory Way, Suite 130 Craig, CO 81625	LESSEE:	Maybell Rodeo Club Taylor Smith & Kacey Lyons P.O. Box 114 Craig, CO 81625
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PREMISES: A parcel of land in Township 7 North, Range 95 West of the 6th P.M., Beginning at Corner No. 3 of CE #785 in Section 29; thence South 294 feet; thence East 294 feet; thence North 294 feet; thence West 294 feet to a point of beginning. Containing two (2) acres more or less, situated in the County of Moffat and State of Colorado, excepting the portion of this parcel which is a cemetery maintained by the Maybell Women's Club.

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

TERM: The Lease Agreement commences on May 1, 2023, and continues through December 31, 2023, no matter the date of signing of this document.

RENT: The annual rent shall be One Hundred Dollars (\$100.00) for the year 2023, even if it is less than a complete year.

RECITALS

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

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

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

1. **PURPOSE:** The leased Premises shall be occupied by Lessee for rodeo events and practice for such events. Lessee agrees to use said Premises only for the purposes stated herein. Lessee further agrees to use said Premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the County of Moffat, including but not limited to zoning and building laws and public health laws, and for no improper or questionable purpose whatsoever. Lessee shall be responsible for the use, operation, maintenance, management and care of the Premises during the term of this Lease.
2. **RENT:** The annual rent for the period from May 1, 2023, through December 31, 2023, shall be One Hundred Dollars (\$100.00), which shall be payable upon the signing of this Lease.
3. **TERM:** The term of the Lease continues through December 31, 2023.
4. **TERMINATION:** This Lease shall terminate under condition of breach by either party of the Lease Agreement. This Lease may be terminated by convenience by either Lessee or Lessor after September 30, 2023, so long as the party seeking to terminate the Lease provides at least thirty (30) days written notice to the other party.
5. **WEED CONTROL OF THE PREMISES:** It is agreed that Lessee will be responsible for weed management of all noxious weeds on the Premises.
6. **LESSOR'S OBLIGATIONS:** Lessor, in consideration of the leasing of said Premises, covenants and agrees to grant Lessee peaceable and quiet enjoyment of the Premises during all times that Lessee is not in default of this Lease. Lessor undertakes no other obligation to Lessee, express or implied, other than those obligations set forth herein, which may be amended from time to time by mutual written agreement of the parties. Notwithstanding the above, Lessor, shall have the right to enter upon the Premises at any time to inspect or monitor the Premises, as long as it does not directly interfere with Lessee's use of the premises under this Lease Agreement.

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

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

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

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

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

8. **PERMANENT STRUCTURES:** Lessee shall not construct any permanent structure on Premises without prior written approval of Lessor. Construction of a permanent structure without the prior written approval shall be considered a default of this Lease. Any permanent structures built with the approval of Lessor shall be built in compliance with any State laws and regulations and the Moffat County Zoning and Building Codes.
9. **INSURANCE:** Lessee shall hold Lessor harmless from any claim or claims made by any person for injuries which may be suffered by such persons as a result of Lessee's use, operation, maintenance, management or care of the Premises or which result from the acts or omissions of the Lessee or any group, organization or person who occupies or utilizes the premises with the permission of the Lessee. Lessee shall secure this obligation by acquiring and maintaining general liability insurance coverage for all risks during the period of time when the Maybell Rodeo Club holds special rodeo events in the amount of One Million Dollars (\$1,000,000.00) per occurrence. Special events are scheduled to be held from June 23, 2023, through September 23, 2023. Lessee further covenants that in any and all insurance policies carried by the Lessee to protect against such risks, the Moffat County Board of County Commissioners shall be named as additional insured parties and loss payees. Lessee shall provide Lessor with appropriate Certificates of Insurance on or before the first day of the Lease Agreement.

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

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

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

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

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

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

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties have subscribed their names this _____ day of _____, 2023.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS, Lessor

By: _____
Tony Bohrer, Chairman

ATTEST:

STATE OF COLORADO)
)§
COUNTY OF MOFFAT)

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

WITNESS, my hand and the seal of said County this _____ day of _____, 2023.

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

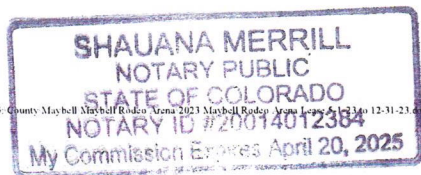
MAYBELL RODEO CLUB, Lessee

By: Kacey Lyons
Kacey Lyons, President,
Maybell Rodeo Club

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

The forgoing documents were signed and acknowledged before me by Kacey Lyons, President, for Maybell Rodeo Club, this 26th day of April, 2023.

Witness my hand and official seal.



Shauana Merrill
Notary Public

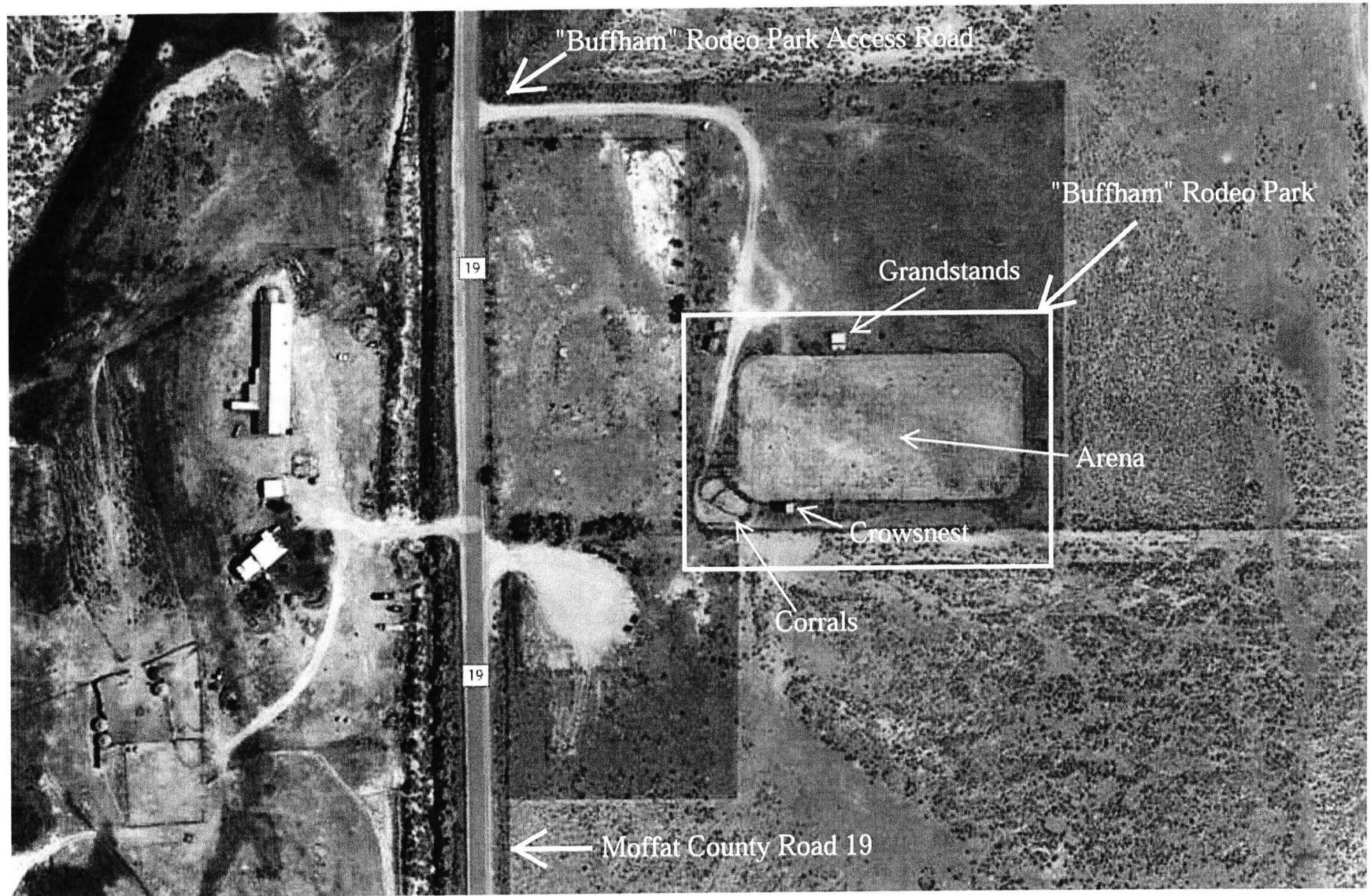


Exhibit A

**ECONOMIC DEVELOPMENT ADMINISTRATION
CERTIFICATE AS TO PROJECT SITE, RIGHTS-OF-WAY, AND EASEMENTS**

**Part One
Certificate of Architect/Engineer
Description of Property Requirements for EDA project**

I, Shane Sigle, PE, the undersigned Architect or Engineer, certify that I am
(Name of Architect/Engineer)

familiar with the design of the Yampa River Corridor Project
(Name or Type of Facility)

being constructed by City of Craig, Moffat County
(Name of Owner)

as part of EDA Award Number 05-79-06111 and that all of such facilities will be constructed wholly within the land, leasehold interest and rights-of-way and/or existing public streets and roads described below. I further certify that the land, leasehold interest, and rights-of-way being purchased as hereinafter described are sufficient, but not in excess of actual needs for the Project as planned and approved by the Owner.

Note: Depending on the project, Items 1, 2 or 3 may not be applicable. Use Item 1 for acreage parcels, such as tracts and lots; Use Item 2 for easements and right-of-way; Use Item 3 for property that is associated with a permit (i.e. railroad; state highway, etc.).

1. The Owner holds or will hold fee title or a long-term leasehold interest on the following property. (Aboveground Project elements should be constructed on land to which the Owner possesses fee simple title. Describe each tract, whether presently owned or to be acquired, and indicate what Project element is to be constructed on each (i.e., tank site, pumping station, treatment plant, etc.). If more space is needed, please attach additional documentation and label each additional page "Exhibit 1A"). Provide a map that shows the property relative to the project components.

See Attached Exhibit 1A- ALTA Commitment for Title Insurance and associated Exhibit A with description of property.

See Attached Exhibit 1B - Drawings for project elements within the property and parcel boundaries

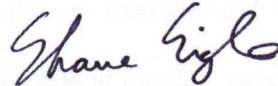
2. The following easements and rights-of-way are required for this Project. (Describe each easement and/or right-of-way, whether presently owned or to be acquired, by name of current owner and by metes and bounds, including the area in acreage. If more space is needed, please attach additional documentation and label each additional page "Exhibit 1B"). Provide a map that shows the property relative to the project components.

n/a

3. The following state, railroad, highway, or other permit(s) are required for this project. (Describe the location for which any permit will be needed and the name of the permitting entity. If more space is needed, please attach additional documentation and label each additional page "Exhibit 1C"). Provide a map that shows the property relative to the project components.

A state 401 Water Quality Certification is required and is included as part of the federal 404 permitting requirements.

WITNESS MY HAND, this the 1st day of March, 2023.



Registered Professional Architect's or Professional
Engineer's Signature

PO BOX 706

Address

Durango

CO

City

State

303-808-7734

Telephone

(This "Certificate of Architect/Engineer" is to be completed by the Owner's Architect/Engineer and forwarded to the Owner's Attorney).

Part Two
Title Opinion

I, Rebecca Tyree, Attorney-at-Law, representing
(Name of Attorney-at-Law)
Moffat County, Colorado, (hereinafter the "Owner") do hereby certify that:

1. I have examined the public records of Moffat County, State of Colorado from the period of April 6, 1943 to April 20, 20 23 (which period of time should be at least 40 years). Based upon said examination, I find and am of the opinion that Moffat County is vested with marketable, fee simple title to the land referenced in Part One hereof as being required in fee, subject only to the following liens, encumbrances, and objections.

(If additional space is needed, please attach additional documentation and mark each page "Exhibit 2A." If there are no encumbrances on the Owner's fee simple title, please write "None").

Exception #16 is a permanent easement and Right of Way for Utility lines. (West of Boat Ramp Area)

Exception #17 is a permanent easement and Right of Way for Utility lines. (West of Boat Ramp Area)

Exception #18 is a Right of way for telephone and telegraph at no specific location.

Exception #19 is a Right of way for pipe lines, telephone and telegraph lines at no specific location.

Any encumbrances or objections to the fee simple title listed above will not, in my opinion, restrict or interfere with the contemplated construction, use or purpose of the aforesaid EDA Project.

2. This is to further certify that: (i) all long-term leases needed for the Project as described in Part One above have been acquired by the Owner; and (ii) all easements or rights-of-way needed for the Project as described in Part One above have been entered into by the Owner. In addition, I have examined the instruments creating the long-term leases, easements, and/or rights-of-way described in Part One; and it is my opinion that said instruments are valid as to form and substance for the purposes intended and provide the Owner with sufficient interest to construct and maintain the Project facilities.

I certify that I have examined the public records to ascertain that said easements and/or rights-of-way have been obtained from the record owner(s).

3. The extent of said title examination and/or public record search is sufficient for the purpose of establishing the validity of the title to said property and for the purpose of determining outstanding restrictions, liens, encumbrances, and ownership interests pertaining thereto.
4. All permits required for the Project as described in Part One above have been obtained. I have examined all of said permits and am of the further opinion that said permits are valid as to form and substance for the purposes intended.

5. Remarks and Explanations. (If additional space is needed, please attach additional documentation and mark each page "Exhibit 2B").

WITNESS MY HAND, this the 24th day of April, 2023.

Attorney's Signature

1198 West Victory Way, Suite 202

Address

Craig

Colorado

City

State

970-826-3404

Telephone

◆ It is the sole responsibility of the Recipient of the EDA Award to provide a legal opinion verifying that the Recipient has good title to all property required for completion of the Project as defined by the grant award.

◆ A long term leasehold interest is acceptable only if held by the Recipient of the EDA Award for a period not less than the estimated useful life of the Project and only if lease provisions adequately safeguard EDA's interest in the Project.

◆ Only legal descriptions of the property described herein should be attached to this form.

◆ If this title opinion is based on a title insurance policy, any exceptions listed on the policy should be explained and resolved in #5 above.

◆ EDA relies on this title opinion and does not make independent findings regarding title to the property described herein.

Part Three
Owner's Certification Regarding Eminent Domain

I, Tony Bohrer, the undersigned
(Insert Name)

Chair of the Board of County Commissioners of the County of Moffat of the Owner,
(Insert Title)

referenced in Part One above, do hereby certify and confirm that:

1. The Owner will not use any available power of eminent domain (including the commencement of eminent domain proceedings) for the purpose of advancing the economic interests of private parties in connection with any property comprising the Project.
2. To the best of my knowledge and belief, prior to the Effective Date of this Certification, the Owner has not exercised any available power of eminent domain (including the commencement of eminent domain proceedings) for the purpose of advancing the economic interests of private parties in connection with any property comprising the Project.
3. The Owner was or will be required to properly use an available power of eminent domain in connection with the following aspects of the Project. (If more space is needed, please attach additional documentation describing the location and purpose of the Owner's proper use of eminent domain as an attachment and label each additional page "Exhibit 3A". If the use of eminent domain is not anticipated, please mark this section "N/A").

"N/A"

4. If an available power of eminent domain may be used in connection with the Project, the Owner will immediately contact the EDA regional office.
5. I am authorized on behalf of the Applicant to make this Certification which is binding on the Applicant.

WITNESS MY HAND, this the _____ day of _____, 20_____.

Owner's Signature

Address

City

State

Telephone



MOFFAT COUNTY FAIR ENTERTAINMENT AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this ____ day of April, 2023 by and between the Board of County Commissioners of Moffat County, Colorado ("County") and John King Music, LLC ("Contractor"), whose permanent address is _____, whose telephone number is _____.

Type of Entertainment: Live Musical Performance.

Location of Entertainment: Moffat County Fairgrounds

Moffat County Check Made Payable to: John King Music LLC.

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

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

1. **Scope of Work:** The Contractor shall furnish all materials and perform in a satisfactory and proper manner and shall provide the Services (herein "Services") which are described in Paragraph 21 entitled "Additional Provisions."
2. **Date of Performance:** Services of the Contractor shall commence on August 12, 2023, and shall be completed on August 12, 2023, no matter the date of execution of this Agreement.

Time of Performance: 9:00 PM-11:00 PM Saturday, August 12, 2023. Contractor shall arrive before 8:00PM, Saturday, August 12, 2023.

3. **Payment Procedures:** For satisfactory performance of the Services hereunder, County shall pay Contractor the contract rate of \$8,000.00. County shall pay Contractor 1/2 down (\$4,000.00) upon execution of contract, with the remaining \$4,000.00 paid to Contractor either on August 12, 2023 or within one week of that date. The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth as the contract rate herein.
4. **Independent Contractor:** Contractor shall perform its duties pursuant to this Agreement as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with the Moffat County Board of County Commissioners. Contractor shall receive no additional reimbursements for expenses without prior approval from Moffat County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its 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 to provide event in a safe manner.
6. **Compliance with Laws:** The Contractor shall comply, at its own expense, with all federal, state and local laws, ordinances, resolutions, codes and regulations which are applicable to the performance of the Services hereunder.
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. County does pay for its own ASCAP

(American Society of Composers, Authors and Publishers) license for Moffat County.

Moffat County agrees not to record, reproduce, or transmit Contractor's performance absent the prior written consent of Contractor.

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. County will provide staging.
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.

County maintains insurance to cover Moffat County, including general liability insurance with limits not less than One Million U.S. Dollars (\$1,000,000) aggregate per occurrence.

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

Contractor:

John King music

1198 West Victory Way, Suite 104
Craig, CO 81625
(970) 824-5517

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.

In the event the Contractor's performance is canceled due to inclement weather, as mutually agreed upon by Contractor and County, Contractor will be paid the full amount set forth above.

21. Additional Provisions:

- Moffat County Fair:
 - Will provide lodging for John King LLC. and staff - three double rooms for a 1-night stay on August 12, 2023;
 - Will opt-in on the meal buy-out for the night of the show for five people on August 12, 2023 for a total of \$150.00;
 - Will provide 1 case of room-temperature water;
 - Will provide stage and power;
 - Will provide space for event and parking for tour bus.
- John King Music, LLC:
 - Will provide sound and lights;
 - Will provide an all-inclusive full-band performance including all equipment, instruments, full staff and production;
 - Will be responsible for all travel expenses;
 - Will run this event in a safe manner and will supervise and manage everything to do with this event at the Moffat County Fair on August 12, 2023.

Contractor reserves the right, at its sole discretion to cancel the Engagement without obligation at any time but, in such event, will refund to County 100% of any deposit, and will provide County with as much advance notice as possible.

In the event of a cancellation by the County with less than 180-day notice, Contractor reserves the right to retain 50% of the agreed upon rate. In the event of a cancellation by the County with less than 90-day notice, Contractor reserves the right to a holding fee of 100% of

the agreed upon rate. Full payment for cancellations must be submitted 10 days after the cancellation.

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

By: _____
Tony Bohrer, Chair

CONTRACTOR:

By: John King, LLC John King
(Printed Name)

STATE OF TENNESSEE)
) ss.
COUNTY OF MAURY)

The foregoing instrument was acknowledged before me this ____ day of _____
, 2023 by _____.

MY COMMISSION EXPIRES: _____

Notary Public

Address of Notary Public

CWCP and Independent Contractors



Colorado Division of Aeronautics Discretionary Aviation Grant Resolution

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED THAT:

Moffat County, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. **Moffat County** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances.

FURTHER BE IT RESOLVED:

That **Moffat County** hereby designates **Candace Miller** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

FURTHER:

Moffat County has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

FINALLY:

Moffat County hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resolution, including all terms and conditions contained therein.

By: _____

Date: _____

Print Name and Title: _____

ATTEST (if needed)

By: _____

Print Name and Title: _____

EXHIBIT A



Colorado Division of Aeronautics Discretionary Aviation Grant Application

APPLICANT INFORMATION		
APPLICANT SPONSOR: Moffat County	AIRPORT: Craig-Moffat Airport	IDENTIFIER: CAG
PROJECT DIRECTOR: Candace Miller		
MAILING ADDRESS: 1198 W. Victory Way # 107 Craig, CO 81625	EMAIL ADDRESS:	cmiller@moffatcounty.net
	PHONE NUMBER:	(970) 824-9148

GRANT NAME AND TERMS		
23-CAG-01	TERMS	
	Execution Date:	Expiration Date: June 30, 2026

FUNDING SUMMARY	
Funding Source	Funding Amount
State Aviation Grant:	\$650,000.00
Local Cash:	\$452,497.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$5,922,460.00
Total Project Funding:	\$7,024,957.00

PROJECT SCHEDULE & BUDGET							
ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. A - Overmatch on Federally Funded Runway and Taxiway Rehabilitation	\$400,000.00	Up to 90.00%	\$44,445.00	10.00%	\$0.00	0.00%	\$444,445.00
B. B - Participate in Federally Funded Ry Rehab & Lighting	\$250,000.00	Up to 5.00%	\$408,052.00	6.20%	\$5,922,460.00	90.00%	\$6,580,512.00
TOTALS	\$650,000.00		\$452,497.00		\$5,922,460.00		\$7,024,957.00

EXHIBIT B, GRANT ASSURANCES

Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II. DURATION

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
 - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

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MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

1) Available Model Small Dollar Grant Awards. The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:

- a. Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
- b. Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
- c. Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in §1)a.

2) Modifications of Model Small Dollar Grant Awards. A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.

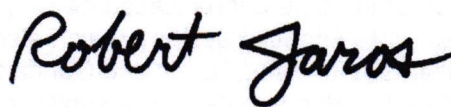
- a. Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
- b. Unauthorized Modifications.** Except as described in §2)a., the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

3) Small Dollar Grant Award Exhibits and References. All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with §2), attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

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and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- a. Additional information technology provisions required by OIT.
- b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
- c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



**Robert Jaros, CPA, MBA, JD State
Controller**

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State of Colorado Small Dollar Grant Award Terms and Conditions

1. **Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
2. **Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) the Small dollar Grant Award document; (2) these terms and conditions (including, if applicable, Addendum 1 below); and (3) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
3. **Changes.** Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
4. **Definitions.** The following terms shall be construed and interpreted as follows: (a) "Award" means an award by a Recipient to a Subrecipient; (b) "Budget" means the budget for the Work described in this Agreement; (c) "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); (d) "UCC" means the Uniform Commercial Code in CRS Title 4; (e) "Effective Date" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; (f) "Federal Award" means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; (g) "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient; (h) "Grant Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; (i) "Matching Funds" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; (j) "Recipient" means the State agency identified on the face of the Small Dollar Grant Award; (k) "Subcontractor" means third parties, if any, engaged by Grantee to aid in performance of the Work; (l) "Subrecipient" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; (m) "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and (n) "Work" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.
5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

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on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grant.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

13. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

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in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.

20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

21. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

22. Waiver. A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

23. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under §28.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by §27. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed

STATE CONTROLLER

and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

31. 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, CRS §24-10-101, *et seq.*, 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, CRS §§24-30-1501, *et seq.* 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, protections, or other provisions, contained in these statutes.

32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee 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 Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

33. Compliance with Law. Grantee 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.

34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. 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 Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

36. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

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ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: (a) "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; (c) "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) "PHI" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) "State Confidential Information" means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act; (g) "State Fiscal Rules" means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) "State Fiscal Year" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; (i) "State Records" means any and all State data, information, and records, regardless of physical form; (j) "Tax Information" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) "Work Product" means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

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Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.*

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

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by

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Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

DEPARTMENT OF PUBLIC HEALTH AND
ENVIRONMENT

CONTRACT
ROUTING NO.

2020*260

INTERGOVERNMENT CONTRACT

STATE:

State of Colorado for the use & benefit of the
Department of Public Health and Environment
Office of emergency Preparedness and Response
4300Cherry Creek South Drive
Denver, Colorado 80246

CONTRACT MADE DATE: 6/10/2019

TERM:

This contract shall be effective upon approval by
the State Controller, or designee, or on 07/01/2019,
whichever is later. The contract shall end on 06/30/2020.

PROCUREMENT METHOD:

Exempt

BID/RFP/LIST PRICE AGREEMENT NUMBER:

N/A

LAW SPECIFIED VENDOR STATUTE:

N/A

STATE REPRESENTATIVE:

Melanie Simons
Office of emergency Preparedness and Response
4300Cherry Creek South Drive
Denver, Colorado 80246

PROJECT DESCRIPTION:

The Public Health Emergency Preparedness Program (PHEP) supports public health departments across the nation to upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

CONTRACTOR:

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 Agency
221 West Victory Way Suite 130
Craig, Colorado 81625
CONTRACTOR DUNS: 138116814

CONTRACTOR ENTITY TYPE:

Political Subdivision

BILLING STATEMENTS RECEIVED:

Monthly

STATUTORY AUTHORITY: N/A

CLASSIFICATION: Subrecipient

CONTRACT PRICE NOT TO EXCEED: \$21,730.00

FEDERAL FUNDING DOLLARS: \$21,730.00

STATE FUNDING DOLLARS: \$0.00

OTHER FUNDING DOLLARS: \$0.00

Specify "Other":

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY20 \$21,730.00

PRICE STRUCTURE: Cost Reimbursement

CONTRACTOR REPRESENTATIVE:

Rebecca Tyree
Moffat County Public Health Agency
221 West Victory Way Suite 130
Craig, Colorado 81625

CONTRACT AMENDMENT #5**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246				Original Contract Number: 2020*0260		
Contractor: Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) 221 West Victory Way Suite 130 Craig, Colorado 81625 for the use and benefit of Moffat County Public Health				Amendment Contract Number: 2024*0098 Amendment #5		
Contract Performance Beginning Date: July 1, 2019				Current Contract Expiration Date: June 30, 2024		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2020*0260	\$21,730.00	\$0.00	\$0.00	07/01/2019-06/30/2020	\$21,730.00
Contract Amendment #1	2020*0260 Amendment #1	\$0.00	\$0.00	\$0.00	07/01/2019-06/30/2020	\$0.00
Contract Amendment #2	2020*0260 Amendment #2	\$20,865.00	\$0.00	\$0.00	07/01/2020-06/30/2021	\$20,865.00
Contract Amendment #3	2022*0106 Amendment #3	\$20,830.00	\$0.00	\$0.00	07/01/2021-06/30/2022	\$20,830.00
Contract Amendment #4	2023*0200 Amendment #4	\$ 20,451.00	\$0.00	\$0.00	07/01/2022-06/30/2023	\$ 20,451.00
Contract Amendment #5	2024*0098 Amendment #5	\$43,622.00	\$0.00	\$0.00	07/01/2023-06/30/2024	\$43,622.00
Current Contract Maximum Cumulative Amount						\$127,498.00

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;">CONTRACTOR</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 Moffat County Public Health</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p>
By: Signature	By: Signature
Name of Person Signing for Contractor	Name of Executive Director Delegate
Title of Person Signing for Contractor	Title of Executive Director Delegate
Date: _____	Date: _____

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: _____

-- Signature and Cover Pages End --

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 of the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2023**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2024**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to upgrade the public health departments ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: To update the contract documents and requirements for this contract term.

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 Signature and 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 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 2024 Budget.
- D. The Parties now agree to modify Exhibit E, Statement of Work, of the agreement. Exhibit E, Statement of Work, is deleted and replaced in its entirety with Exhibit E, Statement of

Work, attached to this Amendment for the following reason: To issue the fiscal year 2024 Statement of Work.

- A. The Parties now agree to modify Exhibit F, Federal Provisions. Exhibit F, Federal Provisions, is deleted and replaced in its entirety with Exhibit F, Federal Provisions, attached to this Amendment, for the following reason: To reflect changes to the federal award identification information.

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.

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE)
DISEASE CONTROL AND PUBLIC HEALTH RESPONSE (DCPHR)
12-MO BUDGET

Agency Name	Moffat County Public Health
Budget Period	FY24
Project Name	PHEP

Agency Contact Name, Title	Sarah (Becky) Copeland
Phone	970-291-8742
Email	sarahcopeland@moffatcounty.net
Fiscal Contract Name, Title	
Phone	
Email	
Date Completed	4.17.23

All budget numbers are estimates

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested
Moffat County PH Director	For Oversight of all clinic and public health activity	\$ 92,500.00	\$ 50,875.00	5%	\$ 7,168.75
Moffat County PH Nurse	Vaccine Clinics and Notifications, Community Education and Suppression Strategies	\$ 71,040.00	\$ 39,072.00	5%	\$ 5,505.60
Moffat County PH Nurse	Vaccine Clinics and Notifications, Community Education and Suppression Strategies	\$ 69,861.00	\$ 38,423.55	5%	\$ 5,414.23
Personnel Services / Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested
PH Administration	For clerical support of department functions	\$ 24.00	\$ 13.20	100.00	\$ 3,720.00
PH Finance Officer	Oversight of Public Health's finances and budgets.	\$ 25.65	\$ 14.11	100.00	\$ 3,975.75
Total Personnel Services (including fringe benefits)					\$ 25,784.33
Supplies & Operating Expenses					
Item	Description of Item	Rate	Units	Total Amount Requested	
Phone Charges	10 Phones and Hotspots splitting costs with Two other funds	\$ 150.00	12	\$ 1,800.00	
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- est monthly expense: \$236.53	\$ 236.53	12	\$ 2,838.31	
Office Supplies	Supplies for EPR LPHA work	\$ 175.00	12	\$ 2,100.00	
Operating supplies	Supplies as needed related to EPR response efforts	\$ 200.00	12	\$ 2,400.00	
Total Supplies & Operating Expenses					\$ 10,338.31
Travel					
Item	Description of Item	Rate	Units	Total Amount Requested	
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	\$ 1,000.00	1	\$ 1,000.00	
Total Travel					\$ 3,000.00
TOTAL DIRECT COSTS (TDC)					\$ 39,122.64
Indirect Costs					
Indirect Cost Rate	Description of Item	Percentage		Total Amount Requested	
Federally-Negotiated Rate	Direct Salaries and Benefits			\$ -	
CDPHE-Negotiated Rate		17.45%		\$ 4,499.37	
10% De Minimis Rate				\$ -	
Total Indirect					\$ 4,499.37
TOTAL Amount Requested from CDPHE					\$ 43,622.01

STATEMENT OF WORK
To Original Contract Number: 2020*0260

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 PHEP program to build public health emergency response capabilities both nationally and locally.

The Public Health Emergency Preparedness (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 show 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. CDC-Centers for Disease Control and Prevention
3. CEDRS-Colorado Electronic Disease Reporting System, will be replaced by EpiTrax in the Winter of 2023
4. CDPHE-Colorado Department of Public Health and Environment
5. CO-SHARE-Colorado State Health and Readiness Exchange
6. CVM-Colorado Volunteer Mobilizer
7. DHSEM-Division of Homeland Security and Emergency Management
8. DOC-Department Operations Center
9. EpiTrax- Disease reporting and surveillance system to be implemented replacing CEDRS in the Winter of 2023
10. EPR-Emergency Preparedness and Response
11. HAN-Health Alert Network
12. HCC-Healthcare Coalition
13. IPP-Integrated Preparedness Plan
14. LPHA-Local Public Health Agency
15. LTP-Local Transfer Point
16. Mission Drills-Emergency response drills for medical and public health professionals
17. NORS-National Outbreak Reporting System
18. OEPR-Office of Emergency Preparedness and Response
19. PHEP-Public Health Emergency Preparedness
20. POD-Point of Dispensing
21. RSS-Regional Stage and Storage
22. RTP-Regional Transfer Point

III. Work Plan:

Goal #1: To increase capacity for preparedness and epidemiology response and recovery within the Jurisdiction.	
Objective #1: No later than the expiration date of the Contract, provide public health preparedness, response, and recovery surveillance response activities, to maintain public health surveillance and epidemiological response capacity in the Jurisdiction through planning, training, exercises and real events.	
Primary Activity #1	The Contractor shall conduct timely, complete disease and outbreak investigations to implement appropriate disease control and mitigation activities.
Sub-Activity #1	<p>1. The Contractor shall create a plan to maintain access to the following trained personnel. Plans currently in use, do not need to be recreated but can be updated. Plans must include the following items:</p> <ul style="list-style-type: none"> a. Staff who monitor routine jurisdictional public health disease surveillance system; Colorado Electronic Disease Reporting System (CEDRS/EpiTrax). b. Staff who are trained to conduct routine disease investigations. c. Staff who can support surge requirements in response to disease-related events. d. Staff who can respond to emergencies that threaten public health.
Sub-Activity #2	<p>1. The Contractor shall maintain complete, accurate disease outbreak investigation data.</p> <ul style="list-style-type: none"> a. The Contractor shall enter information from the Local Public Health Agency (LPHA)-conducted disease and outbreak investigations into the designated statewide surveillance system (CEDRS/EpiTrax). <ul style="list-style-type: none"> i. Data entry shall be completed within three business days of investigation or interview.
Sub-Activity #3	<p>1. The Contractor shall assess disease investigation metrics reports.</p> <ul style="list-style-type: none"> a. The Contractor shall resolve any issues identified in the reports. b. The Contractor shall record each disease investigation metrics issue resolution in the Grant Reporting Spreadsheet.
Sub-Activity #4	<p>1. The Contractor shall submit timely, complete Outbreak Reports for LPHA led outbreaks for the following reports:</p> <ul style="list-style-type: none"> a. Initial Outbreak report. b. Final Outbreak report.
Sub-Activity #5	<p>1. The Contractor shall submit timely, complete National Outbreak Reporting System (NORS) forms for the following outbreaks led by the LPHA:</p> <ul style="list-style-type: none"> a. Waterborne and foodborne disease outbreaks. b. Enteric disease outbreaks which transmission methods include: <ul style="list-style-type: none"> i. contact with environmental sources, ii. through infected people or animals, iii. an indeterminate/unknown mode.
Sub-Activity #6	1. The Contractor shall respond to incidents with public health implications within the jurisdiction to implement appropriate disease control and mitigation activities.
Primary Activity #2	The Contractor shall assess specific 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.

Sub-Activity #1	<ol style="list-style-type: none"> The Contractor shall maintain awareness of communicable disease trends and threats in their jurisdiction. <ol style="list-style-type: none"> The Contractor shall regularly assess surveillance data for their jurisdiction. The Contractor shall regularly review surveillance data for their jurisdiction. The Contractor shall attend statewide Communicable Disease calls. The Contractor shall meet at least quarterly with the Field Epidemiologist assigned to their region.
Sub-Activity #2	<ol style="list-style-type: none"> The Contractor shall present public health surveillance data to include: <ol style="list-style-type: none"> Reports. Concepts. The Contractor shall share data with community organizations, at a minimum of every six (6) months. Examples of topics include, but are not limited to: <ol style="list-style-type: none"> Public health surveillance data through a newsletter Public health surveillance data through a website. Discussing the agency's regional epidemiological response plan. Reviewing an outbreak investigation. Reviewing the role of epidemiology in emergency preparedness and response. Sharing epidemiological tools that can be used in emergency preparedness and response. Training for HCCs to address identified gaps in communicable disease response. The Contractor shall submit reports to the Grant Reporting Spreadsheet to include the following: <ol style="list-style-type: none"> The date of the presentation. A Brief Topic Synopsis.
Primary Activity #3	The Contractor shall support disease prevention and response among people at higher risk of communicable disease infections.
Sub Activity #1	<ol style="list-style-type: none"> The Contractor shall coordinate with community stakeholders that shall include agencies such as: <ol style="list-style-type: none"> Organizations supporting people experiencing homelessness. Correctional facilities. Organizations supporting populations >65 years. Organizations supporting food security. Schools. Childcare agencies. Organizations supporting seasonal workers. Organizations supporting migrant workers. Organizations supporting people with disabilities. Organizations supporting people with chronic conditions.
Goal #2: To increase capacity for preparedness, response, and recovery during public health emergencies.	
Objective #1: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through planning.	
Primary Activity #1	The Contractor shall participate in the development or update of the Regional All-Hazards Integrated Preparedness Plan (IPP) to include four years of progressive exercise planning.
Sub-Activity #1	<ol style="list-style-type: none"> The Contractor shall complete one of the following: <ol style="list-style-type: none"> The contractor shall update their existing plan. The contractor shall develop a new plan.
Primary Activity #2	The Contractor shall develop or update the Distribution Plan.

Sub-Activity #1	1. Updates to the plan shall include the following: <ol style="list-style-type: none"> Ordering process, Transportation methods, Storage details, Supply management, Point of contact(s), Facility address.
Primary Activity #3	The Contractor shall meet with the local Emergency Manager to discuss planning and Public Health/Emergency Management coordination during responses at least once per quarter.
Primary Activity #4	The Contractor shall assure collaboration with at least one (1) of the following: <ol style="list-style-type: none"> Fatality management partners in their jurisdiction. Mass care partners in the jurisdiction.
Sub-Activity #1	1. The Contractor shall participate in one of the following events: <ol style="list-style-type: none"> Attend an existing meeting with these partners to confer about information sharing, coordination and key response roles. Hold a meeting with these partners to confer about information sharing, coordination and key response roles.
Objective #2: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through training.	
Primary Activity #1	The Contractor shall participate in public health preparedness, response, or recovery related conferences at the discretion of the Contractor.
Primary Activity #2	The Contractor shall identify staff who have been trained as primary and alternate Colorado Volunteer Mobilizer (CVM) administrator.
Primary Activity #3	The Contractor shall participate in an "Ordering and Receiving" CDPHE Developed webinar once per fiscal year.
Primary Activity #4	The Contractor shall participate in at least one training event or informational meeting offered by the Division of Homeland Security and Emergency Management (DHSEM) Access and Functional Needs (AFN) Team.
Primary Activity #5	The Contractor shall develop an ESF 8 resilience plan.
Sub-Activity #1	1. The Contractor shall implement a one (1) day consultation with the CO-CARES team at CDPHE to learn about ways to strengthen individual, team and system resilience.
Objective #3: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through exercises.	
Primary Activity #1	The contractor shall respond to quarterly redundant communication drills.
Sub Activity #1	1. Responses to the Office of Emergency Preparedness and Response (OEPR) drills may be made by one or more of the following methods: <ol style="list-style-type: none"> Email. Phone. SMS Text. Radio.

	<p>2. Responses to the Communicable Disease drills may be made by one or more of the following methods:</p> <ul style="list-style-type: none"> a. Email. b. Phone. c. SMS Text. d. Radio.
Primary Activity #2	The Contractor shall update the LPHA Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE).
Sub Activity #1	<p>1. The Contractor shall update the contact list a minimum of two (2) times per year or when:</p> <ul style="list-style-type: none"> a. Contact information changes. b. New Emergency Preparedness and Response (EPR) staff are added. c. Primary Communicable Disease staff change.
Primary Activity #3	The Contractor shall participate in quarterly redundant 800 MHz radio communication drills conducted by CDPHE.
Primary Activity #4	The Contractor shall update and maintain jurisdictional contact lists for communication with local partners.
Sub Activity #1	<p>1. Redundant communication system contact lists shall be kept up-to date. Systems may include but not be limited to:</p> <ul style="list-style-type: none"> a. The Health Alert Network (HAN) message system, b. Exercise and drills spreadsheets, c. Other jurisdictional tracking systems.
Sub-Activity #2	1. The Contractor shall utilize contact lists to receive and distribute relevant public health and epidemiological information.
Sub-Activity #3	1. The Contractor shall submit HAN reports twice per year.
Primary Activity #5	The Contractor shall conduct semi-annual drills to test redundant forms of communication among its partners.
Primary Activity #6	The Contractor shall utilize the Colorado Volunteer Mobilizer (CVM) system for disaster drills and events.
Sub Activity #1	<p>1. The Contractor shall conduct a minimum of two (2) of the following events that include all the Volunteers under the Administrator:</p> <ul style="list-style-type: none"> a. Mission drills b. Real events <p>2. The Contractor shall use the CVM system for scheduling mission drills.</p> <p>3. The Contractor shall use the CVM system for real disaster events.</p>
Primary Activity #7	The Contractor shall conduct a distribution Tabletop exercise utilizing CDPHE guidance document.

<p>Standards and Requirements</p>	<ol style="list-style-type: none"> 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. 2. CDPHE will provide a location to access the Grant Reporting Spreadsheet. 3. 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 <i>CDPHE Communicable Disease Manual</i> (https://cdphe.colorado.gov/communicable-disease-manual) in the “CDPHE Guidance on Diseases Needing Case Investigation” (https://docs.google.com/document/d/1AHrfRPtAowOlhHud5oRWzmf3MC5vEohN9W071QxMOPM/edit). This document and website are incorporated and made part of the contract by reference and are available on the following website: https://cdphe.colorado.gov/communicable-disease-manual 4. The Contractor shall use statewide guidance and best practice in investigation of disease and outbreak. Guidance for many conditions can be found in the <i>CDPHE Communicable Disease Manual</i> (https://cdphe.colorado.gov/communicable-disease-manual). Guidance may evolve and be adapted for changing responses or new pathogens. This website is incorporated and made part of the contract by reference. <ol style="list-style-type: none"> a. CDPHE CDB will provide the most up to date guidance as needed. 5. The Contractor shall comply with CDPHE requirements in the use of CEDRS and EpiTrax for data reporting including complete data entry for required fields. 6. The Contractor shall comply with reporting requirements when completing the Center for Disease Control and Prevention (CDC) <i>National Outbreak Reporting System (NORS)</i> forms and Outbreak Reports. This 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 7. The Contractor shall complete disease and outbreak investigations with primary reporting responsibilities using established guidance and best practices. 8. The contractor shall not distribute public health surveillance data for counties outside of their jurisdiction without prior written approval from the jurisdiction whose data is requested. Approval will allow the following: <ol style="list-style-type: none"> a. The extraction of data from another jurisdiction. b. Downloading another jurisdictions Data. c. The analysis of Data obtained from another jurisdiction. d. Interpreting another jurisdictions data. 9. The Contractor shall attend a minimum of 80% of the bi-monthly epidemiologist conference calls. 10. CDPHE will record and monitor attendance of the bi-monthly epidemiologist conference calls. 11. CDPHE will supply disease reporting and investigation metrics reports in August 2023 and February 2024. 12. The Contractor shall comply with CDPHE requirement for outbreak reporting.
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	<p>13. The Contractor shall demonstrate participation in the Regional All-Hazards Integrated Preparedness Plan (IPP) by one of the following:</p> <ul style="list-style-type: none"> a. Retaining sign-in sheets, b. Providing meeting minutes, c. Sharing an email. <p>14. CDPHE shall provide a guidance document for quarterly meetings between Public Health and Emergency Management partners.</p> <p>15. The Contractor CVM administrators, both primary and alternate shall:</p> <ul style="list-style-type: none"> a. Have completed CVM Administrator training within the past 24 months. b. Signed the yearly confidentiality agreement. c. Be recognized by CDPHE as a CVM Administrator. <p>16. CDPHE will provide quarterly CVM Administrator training for LPHA's.</p> <p>17. CDPHE will provide ESF 8 development guidance by July 31st 2023.</p> <p>18. A minimum of one (1) EPR Coordinator per agency must respond to the quarterly redundant communication drills conducted by CDPHE.</p> <ul style="list-style-type: none"> a. Redundant Communication Drills (radios) will focus on the following: b. Information sharing between the state and local department operations centers (DOC). c. Communication between the Regional Stage and Storage (RSS), Regional Transfer Point (RTP) and Local Transfer Point (LTP)s. <p>19. CDPHE will provide access to the Communication Drill Reporting Spreadsheet via COSHARE.</p> <p>20. Local operational sites include the following:</p> <ul style="list-style-type: none"> a. DOC b. Open Point of Dispensing (POD) c. Closed POD d. RTP e. LTP f. HCC member agencies <p>21. CDPHE will provide guidance for Tabletop exercises by September 30th, 2023.</p>
Expected Results of Activity(s)	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.
Measurement of Expected Results	<ul style="list-style-type: none"> 1. NORS forms are complete. 2. Outbreak Summary Reports are complete. 3. Disease investigations conducted by the Contractor are timely and complete. 4. Grant Reporting spreadsheet is complete for all deliverables. 5. Updated Regional All-Hazards Integrated Preparedness Plan (IPP). 6. Improved collaboration between public health and emergency management. 7. Participation in Emergency Preparedness drills and exercises. 8. Updated Distribution Plan.

		Completion Date
Deliverables	1. The Contractor shall submit the meeting minutes from quarterly meetings via CO-SHARE.	No later than Sept. 30, 2023 for first submission, Dec. 31, 2023 for second submission, March 31, 2024 for third submission, and June 15, 2024 for the fourth submission
	2. The Contractor shall submit their personnel plan identifying how they will maintain access to trained personnel to the CDPHE Contractor via CO-SHARE.	No later than September 30, 2023
	3. The Contractor shall submit all agency- initiated drill report information in the Communications Drill Reporting Spreadsheet via CO-SHARE.	No later than Dec. 31, 2023 for the first submission and June 15, 2024 for the second submission
	4. The Contractor shall submit documentation of participation in the development of the Regional All-Hazards Integrated Preparedness Plan (IPP) via CO-SHARE.	No later than June 15, 2024
	5. The Contractor shall submit the Distribution Plan via CO-SHARE.	No later than June 15, 2024
	6. The Contractor shall submit an agenda and meeting minutes for collaboration sessions with partners via CO-SHARE.	No later than June 15, 2024
	7. The Contractor shall submit copies of CVM administrator training certificates with confidentiality agreements for their primary and alternate administrators via CO-SHARE.	No later than June 15, 2024
	8. The Contractor shall submit the date and time of the CDPHE webinar completed into the Grant Deliverable Tracker.	No later than June 15, 2024
	9. The Contractor shall submit the sign in sheet(s) for the DHSEM AFN training events or informational meetings via CO-SHARE.	No later than June 15, 2024
	10. The Contractor shall submit all contact list(s) via CO-SHARE.	No later than June 15, 2024
	11. The Contractor shall submit a draft ESF8 resilience plan via CO-SHARE.	No later than June 15, 2024
	12. The Contractor shall submit CVM reports for two (2) completed mission drills or real events via CO-SHARE.	No later than June 15, 2024
	13. The Contractor shall submit an exercise plan, participant list, and after action report via CO-SHARE.	No later than June 15, 2024
	14. The Contractor shall resolve issues related to missing data in CEDRS or Epi Trax for conditions investigated by the LPHA.	No later than two (2) weeks after receiving a missing data report
	15. The Contractor shall submit NORS forms for outbreak reporting via CO-SHARE.	No later than two months from first illness onset

	16. The Contractor shall submit outbreak summary reports for LPHA led outbreaks via CO-SHARE.	No later than six (6) months from first illness onset
	17. The Contractor shall report outbreaks identified in their jurisdiction to CDPHE via CO-SHARE.	No later than one (1) business day from identification
	18. The Contractor shall resolve issues related to timely and complete submission of NORS forms and outbreak reports via CO-SHARE.	No later than two (2) weeks from notification of missing or incomplete reports from CDPHE
	19. The Contractor shall submit documentation of any issues identified in the disease investigation metrics reports and resolution via the Grant Reporting Spreadsheet.	No later than one (1) month after receiving the report
	20. 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, 2024
	21. 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
	22. The Contractor shall submit a brief summary of their role in 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

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 time line, the Contractor must email a request to the Public Health Emergency Preparedness (PHEP) Program Manager or designee and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines 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.

Exhibit E**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 NU90TP922028
- d. The Federal award date is 6/22/2022
- e. The subaward period of performance start date is 7/01/2019 and end date is 6/30/2024.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
07/21/2022 - 06/30/2023	\$46,763,580.00	TBD

- g. Federal award title of project or program: Public Health Emergency Preparedness.
- h. The name of the Federal awarding agency is: DEPARTMENT OF HEALTH AND HUMAN SERVICES Centers for Disease Control and Prevention and the contact information for the awarding official is Daniele Ngantou, Public Health Advisor ywz0@cdc.gov; 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, 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

Resolution No. 2023-53

RESOLUTION REAFFIRMING RESOLUTION NO. 2019-27, WHICH OPPOSES THE ENACTMENT OF ANY LEGISLATION THAT WOULD INFRINGE UPON THE SECOND AMENDMENT RIGHT OF THE PEOPLE TO KEEP AND BEAR ARMS AND CONSIDERING SUCH LAWS TO BE UNCONSTITUTIONAL AND BEYOND THE SCOPE OF LEGISLATIVE AUTHORITY

WHEREAS, the Right of the People to Keep and Bear Arms is a guaranteed right as an Individual Right under the Second Amendment to the United States Constitution and under the Constitution of the State of Colorado; and

WHEREAS, the Right of the People to Keep and Bear Arms for defense of Life, Liberty, and Property is regarded as an Inalienable Right by the People of Moffat County, Colorado; and

WHEREAS, the People of Moffat County, Colorado derive economic benefit from all safe forms of firearms usage, including recreation, hunting, and shooting conducted within Moffat County, Colorado, allowable under the United States Constitution; and

WHEREAS, the Board of County Commissioners of Moffat County, Colorado, being elected to represent the People of Moffat County and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Colorado; and

WHEREAS, Article II, Section 13 of the Constitution of Colorado provides that the “right of no person to keep and bear arms in defense of his home, person and property, or in aid of the civil power when thereto legally summoned, shall be called in question”; and

WHEREAS, this Resolution is in the best interests of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of Moffat County.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY:

1. That the People of Moffat County, Colorado, do hereby oppose the enactment of any legislation that would infringe upon the Right of the People to keep and bear arms and consider such laws to be unconstitutional and beyond the lawful Legislative Authority.
2. That the Clerk and Recorder of Moffat County is hereby directed to prepare and deliver copies of this Resolution to all members of the Colorado General Assembly and to the Office of the Governor.
3. That if the Government of the State of Colorado shall infringe upon the inalienable rights granted by the Second Amendment of the Constitution of the United States and the State of Colorado, Moffat County shall become a “sanctuary county” for all firearms unconstitutionally prohibited by the government of the State of Colorado, in that Moffat County will prohibit its employees from enforcing the unconstitutional actions of the State of Colorado government.

4. That it is the desire of this Board of County Commissioners to declare its support of the Second Amendment to the United States Constitution and the Colorado Constitution protecting citizens' inalienable and individual right to Keep and Bear Arms.

BE IT FURTHER RESOLVED that if ANY governmental authority shall infringe upon the inalienable rights granted by the Second Amendment of the United States Constitution, Moffat County will prohibit its employees from enforcing the unconstitutional actions of ANY such governmental authority.

APPROVED and ADOPTED this 9th day of May, 2023.

Moffat County Board of County Commissioners

Tony Bohrer
Commissioner, District 1

Melody Villard
Commissioner, District 2

Donald Broom
Commissioner, District 3

STATE OF COLORADO)
)
COUNTY OF MOFFAT)

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

Witness my hand and official seal of Moffat County.

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

Resolution 2023-59

A Resolution Concerning Constitutional Rights and Protections Guaranteed by the United States Constitution and the Constitution of the State of Colorado

WHEREAS, each member of the Moffat County Board of County Commissioners (“BOCC”) is required to take an oath of office prior to assuming the duties of County Commissioner; and

WHEREAS, for the benefit and protection of all people, certain unalienable rights are enumerated and enshrined in the Constitution of the United States and the Constitution of the State of Colorado; and

WHEREAS, the oath of office requires each member of the BOCC to swear to support the Constitution of the United States and the Constitution of the State of Colorado and the laws of the State of Colorado and to faithfully perform the duties of his office; and

WHEREAS, the BOCC maintains a strong commitment to all of the rights of the people in the County as stated in the Constitution of the United States and the Constitution of the State of Colorado, and that are applicable at all times, including, but not limited to, the declaration of emergencies, including, but not limited to, any pandemic; and

WHEREAS, the BOCC opposes the adoption of laws, ordinances, rules, regulations, restrictions, and other governmental documents of legal force that unlawfully infringe upon the rights secured by said Constitutions; and

WHEREAS, the Executive Branch of the State of Colorado, through unlegislated executive orders, and Orders entered by the State of Colorado Department of Public Health, has placed undue strain on the citizens of Moffat County, local businesses, Moffat County government and other local governments; and,

WHEREAS, the said Governor and the Department of Public Health, through executive orders contrary to the clear language of the United States Constitution and the Constitution of the State of Colorado, has restricted free commerce and has instituted excessive fines and/or sanctions on businesses unable or unwilling to enforce unlegislated orders upon customers; and,

WHEREAS, the orders of the said Governor and the Colorado Department of Public Health have improperly restricted citizens by imposing lockdowns, curfew limits, and the people’s rights to assemble; and,

WHEREAS, many of the executive orders are clearly contrary to the rights of free citizens guaranteed under the Constitution of Colorado and the United States Constitution; and

WHEREAS, the Moffat County Board of County Commissioners desires to go on record expressing concern with violations of the rights of all citizens of Moffat County and the State of Colorado, and its continued commitment to the freedoms enumerated in the United States Constitution and Colorado's Constitution, including the rights of all citizens of Moffat County to peaceably assemble and to engage in commerce for the financial support of themselves and their families.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The BOCC hereby commits to stand and defend at all times, whether during a state of emergency or otherwise, the rights and liberties of the persons in Moffat County as guaranteed by the Constitution of the United States and the Constitution of the State of Colorado, and to express its intent to stand for the Rights under said Constitutions, and to oppose, within the limits of the Constitutions of the United States and the State of Colorado, any efforts to unconstitutionally restrict such rights.
2. Moffat County, Colorado is hereby declared to be a "Constitutional Rights Sanctuary County" and the BOCC expresses its intent to uphold the said Constitutions and other clearly established rights guaranteed the citizens of Moffat County, to the maximum extent the BOCC has authority and jurisdiction to act.
3. The BOCC recommends that all agencies, departments, and Elected Officials of the County continue to uphold their oaths and take due care at all times, whether during a state of emergency or otherwise, not to infringe upon the rights and liberties of the persons and individuals in Moffat County as stated in the Constitution of the United States and the Constitution of the State of Colorado.
4. The BOCC hereby expresses its intent that no Moffat County funds will be used to restrict the Constitutional rights and other clearly established rights of the People of Moffat County, and that no County funds shall be expended to aid federal or state agencies in the restriction of said rights.
5. The BOCC further urges all branches of government of the State of Colorado to refrain from enacting any order, legislation, rule or other mandate which violates the rights of the Citizens of the State of Colorado contrary to the clear language expressed in the Constitution of the United States and the Constitution of the State of Colorado.

APPROVED and ADOPTED this 9th day of May, 2023.

Moffat County Board of County Commissioners

Tony Bohrer
Commissioner, District 1

Melody Villard
Commissioner, District 2

Donald Broom
Commissioner, District 3

STATE OF COLORADO)
)
COUNTY OF MOFFAT)

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

Witness my hand and official seal of Moffat County.

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



Moffat County Planning Department
221 West Victory Way, Suite 250
Craig, CO 81625
(970) 824-9148

NO. C- _____
Fee: \$200.00
Date Paid _____

APPLICATION FOR CONDITIONAL USE

Applicant: Carmony Exploration, LLC Phone #: 303-604-6618 office
303-489-3277 cell

Email address: jcar75@msn.com John R. Carmony Mnager

Address: 2838 Crater Lake Lane

Landowner: See Attached List Phone #: _____

Address: _____

Operator Petroleum Resource Mgt. Corp Phone #: Duncan Shepherd, President
303-861-9480

Address: 1110 S Vine Street, Denver, CO 80210 petromgt@comcast.net

Acreage: _____ Zoned: _____

Legal Description: Address: See Map Section: _____ Township: 11-12N Range: 89W

Driving Directions: Gathering Line route generally sub-parallel to Moffat County Rds 124 and 1,
south and east of Slater, CO. Access to the north end via WY Hwy 70 and Co Rd. 123

Access to the south end via Co Rd 1, Co Rd 124, and ranch roads.

Proposed Use (Describe in Detail): Install 6" Steel Gathering Line from productive well (Sec 36,
11N-89W) in the Welba Peak Federal Unit to tie into the Slater Dome GL in Sec 14, 12N-89W.

Oil and Gas loading and compression facility to be constructed on Co Rd. #1, Sec 14, 11N-89W

Proposed Starting Date: July 15, 2023 Proposed Completion Date: Sept 15, 2023

Attach copies of state and / or federal permit applications, if applicable.

Attach copies of state and / or federal reclamation bonds, if applicable.

Indicate type of water system: Public () Private () Existing () NA

Indicate type of sewage system: Public () Private () Existing () NA

Indicate any plans for buildings and structures (permanent or temporary) to be located on this land.
Include any applicable site plans and elevation plans.

Applicant / Agent Signature: _____

Date: 3/29/2023

Landowner Signature: _____

Date: _____

Or copy of lease contract.

INSTRUCTIONS FOR CONDITIONAL USE APPLICATION

Map drawn to scale and Textual information should include:

1. Text - legal description and acreage. This may be obtained at the County Assessor's office.
2. Printout of adjacent landowners' names and addresses. These may be obtained at the County Assessor's office.
3. Map - showing property boundary lines.
4. Map - showing the written names of adjacent landowners (outside of boundary lines). Adjacent landowners' names may be obtained at the County Assessor's office.
5. Map - draw in location of existing residence and out buildings.
6. Map - draw in location of new use, i.e. second residence, new business, etc.
7. Map - draw in location of water wells, existing septic system and proposed new septic system.
8. Map - measure and write in the distance between existing and proposed residences and buildings from each other and from boundary lines of property.
9. Map - draw in and identify all driveway and access roads in and out of property.

The application must provide detailed textual information explaining what the use is and why you are applying for the Conditional Use Permit.

Submitting Application

Application, maps and accompanying textual documents must be turned in to the Planning Department 21 days before the next Planning Commission Meeting. The Planning Commission meets the first Tuesday of each month. The application will be presented to the Planning Commission for their recommendation and then, on the second Tuesday of each month, to the Board of County Commissioners for final approval. A notice of these hearings will be mailed to all adjacent landowners and will be advertised in the Legal Section of the Craig Daily Press.

Welba Peak Gathering Line.

Our plan is to build a 10.1 mile 6" steel gathering line to tie our shut-in oil and gas well, the WPU 36-1V-H2 (Sec 36, 11N-89W), in the Welba Peak Federal Exploration Unit to the gas market via the Slater Dome Gathering line. The Slater Dome Gathering Line is a 6" steel line that runs generally along the Colorado-Wyoming border to a market tie-in south of Baggs, Wyoming. The new Welba Peak Gathering Line will tie into the Slater Dome Gathering Line in the SE of Section 14, 12N-89W.

The Welba Peak Gathering Line will be a buried gathering line. The proposed route is all on private fee and does not cross any BLM surface estate. Carmony and PRM have all of the necessary ROW Agreements with the fee surface owners.

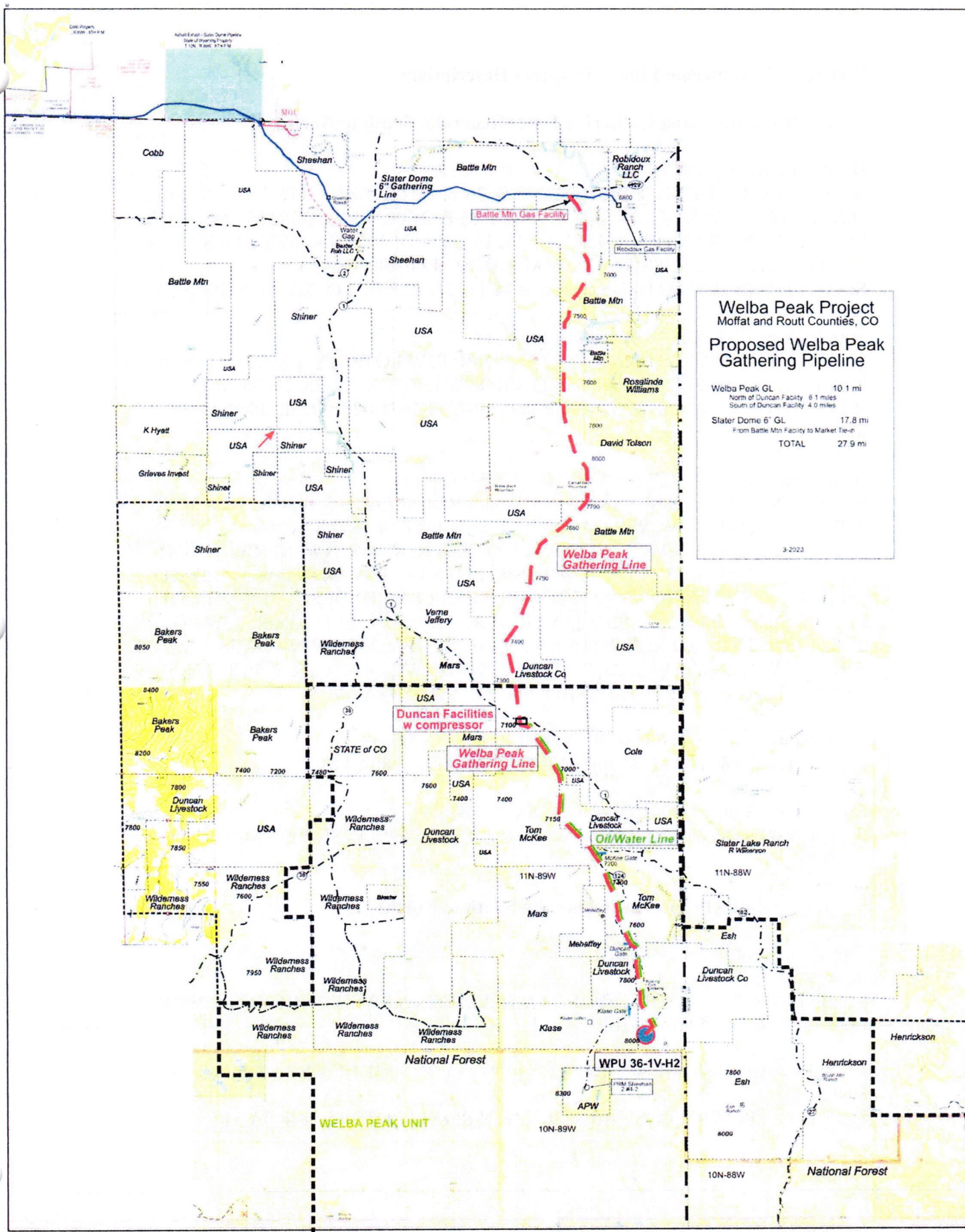
The gathering line will cross three creeks, the Roaring Fork, Beaver Creek, and Slater Creek, and two county roads, Moffat County Rd 1 and 124. The general plan is to bore the creeks and the road crossings.

The Mehaffey Cabin (Section 25, 11N-89W) is about 1000' west of the planned gathering line route. The Duncan Ranch House (Section 36, 11N-89W) is about 1250' southeast of the gathering line route.

The 6" line will carry oil and gas from the well site to the Duncan Facility (Section 14, 11N-89W), where the oil will be separated and trucked out. A parallel water line will carry produced water to a planned produced water well on the 25-5 pad in Section 25, 11N-89W. The gas, after having the liquids stripped, will be compressed and sent on down line to Baggs.

If all of the necessary permits can be acquired or renewed in a timely manner, the plan is to start construction on the gathering line in mid-July, 2023, with a targeted completion date of mid-September, 2023.

2023-3 Welba Peak Pipeline - Fee route		1 rod = 16.5'		
Staked and Surveyed by SGM, 2014-2018				
ROW Agreements - signed by all surface owners.				
Pipeline ROW - surface owners	Feet	Rods	Location	
	Tie-In to Slater Dome GL		SE Sec 14, 12N-89W	
10	Battle Mountain N	9,925	602	sec 24,25,26, 12-89
9	Rosalinda Williams	2,650	161	sec 25, 26 12-89
8	David Tolson	5,740	348	sec 36, 12-89
7	Battle Mountain S	6,660	404	sec 1,2, 11-89
6	Duncan Ranch N n of rd	7,800	473	sec 11,14, 11-89
5	Duncan Ranch N to tie in	1,030	62	sec 14. 11-89
4	McKee N 3	5,860	355	sec 14,23, 11-89
3	Duncan Ranch C 3	2,410	146	sec 23,24 11-89
2	McKee S	6,200	376	sec 23,24, 11-89
1	Duncan Ranch S	5,400	327	sec 25,36 11-89
South	TOTAL	53,675	3,253	
Totals for Multiple tract owners				
2,5	Battle Mtn total	16,585	1,005	
2,4	McKee total	12,060	731	
1,3,5,6	Duncan total	16,640	1,008	
				email
ROW Owners and Addresses				
	Duncan Livestock Co.	Keith Duncan President, P.O. Box 147, Dixon WY 82323	Ph Keith 307-380-6402	slatercreek@gmail.com
			Ph Bill 307-343-6169	wiwyo216@hotmail.com
	Tom McKee	P.O. Box 190, Savery, WY 82332-0190	Ph Tom 307-380-8025	tomalmckee@yahoo.com
	Battle Mountain Co.	Attn Jim Espy, P.O. Box 146, Savery, WY 82332-0146	Ph Jim and Peggy 307-383-6872	jespy@wyoming.com
	David Tolson	400 7th St SE, Washington, DC 20003	Ph David 202-437-6520	david@dbtdevelopment.com
	Rosalinda Williams	P.O. Box 46, Slater, CO 81653-0046	Ph Rosalinda 307-380-6024 (Tom) ?	
Neighbors				
	Klase Family Homstead LLC	14895 LYONS RIDGE DR MORRISON, CO 80465	Ph Drena Vogt 303-809-4399	dkvogt@gmail.com
	Mars Land LLC	3400 E 56TH AVE COMMERCE CITY, CO 80022	Ph Jason Travers 303-710-0459	jason.travers@denverrockisland.com
	Jacqueline Mehaffey	23155 NE HWY 314 FORT MCCOY, FL 32134	Ph Jackie 352-685-0009	?
	Verna Jeffrey	1477 S PERRY PK RD SEDALIA, CO 80135	Ph?	?
	Roy Cole	41501 E 231 ST S PORTER, OK 74454	Ph?	?
	Robidoux Ranch, LLC	P.O. Box 7, Slater, CO 81653-0007	Ph George 801-560-1741	gvrobidoux@yahoo.com



Welba Peak Project
Moffat and Routt Counties, CO

Proposed Welba Peak Gathering Pipeline

Welba Peak GL	10.1 mi
North of Duncan Facility	6.1 miles
South of Duncan Facility	4.0 miles
Slater Dome 6" GL	17.8 mi
From Battle Mtn Facility to Market Tie-in	
TOTAL	27.9 mi

3-2023

Welba Peak Gathering Line - Property Descriptions -

1. Properties along Gathering Line (Generally South to North)

Duncan Livestock. *PO BOX 147 DIXON, WY 82323*

S: 25 T: 11N R: 89W LOTS 25, 26, 29, 31 S: 36 T: 11N R: 89W LOTS 1-14, 19, 20 T: 10N R: 89W A 3.795A TR IN LOT 5, NWNE M/B DESC MISC #7252 571.605A M/L
S: 23 T: 11N R: 89W LOTS 2, 4, 10, 11, 13, 15, 23 S: 24 T: 11N R: 89W LOTS 6, 7, 9, 11, 15-19, 21, 22, 25 LESS 12A ROW M/B DESC 124/200 308A M/L
S: 11 T: 11N R: 89W LOTS 3-6, 11-15 S: 14 T: 11N R: 89W LOTS 1-8 666.19A M/L

Tom McKee *PO BOX 190 SAVERY, WY 82332*

S: 14 T: 11N R: 89W LOTS 9-16 S: 22 T: 11N R: 89W LOTS 1, 8, 9 S: 23 T: 11N R: 89W LOTS 3, 5-9, 14, 16-22 S: 24 T: 11N R: 89W LOTS 20, 23-25, 29, 38 AND A PORTION OF TR 41A S: 25 T: 11N R: 89W 1-7, 10-16, 18-22, 27, 28, 30 1508.57A M/L

Battle Mountain *PO BOX 146 SAVERY, WY 82332-0146*

S: 1 T: 11N R: 89W LOTS 5-16, 20 S: 2 T: 11N R: 89W LOTS 5, 9-20 S: 3 T: 11N R: 89W LOTS 7, 9-12, SWNW S: 34 T: 12N R: 89W LOT 14 1297.83A M/L
S: 13 T: 12N R: 89W SWNW, W2SW S: 14 T: 12N R: 89W S2NW, NESW, W2SW, W2NE, SE, SENE S: 15 T: 12N R: 89W SW, LOTS 1-6, 18A TR IN NW M/B DESC 260/507, LESS 2.68A ROW DESC 218/428, LESS 1.84A TR DESC 221/349, LESS 0.5A TR DESC 290/592, LESS 2.22A TR DESC 372/652 S: 22 T: 12N R: 89W LOTS 1, 2, 8, 9, 16 S: 23 T: 12N R: 89W NWNW, N2NE, SENE, E2SE, SWNW, W2SW S: 24 T: 12N R: 89W W2NW, SW S: 25 T: 12N R: 89W N2NW, A 4.65A TR S: 26 T: 12N R: 89W E2NE, NWNW S: 27 T: 12N R: 89W LOT 1 2055.43A M/L

David Tolson 400 7TH ST SE WASHINGTON, DC 20003

S: 35 T: 12N R: 89W ALL S: 36 T: 12N R: 89W ALL 1280A M/L

Rosalinda Williams *PO BOX 46 SLATER, CO 81653*

S: 25 T: 12N R: 89W E2, SENW, SW S: 26 T: 12N R: 89W E2SE 600A M/L

2. Adjoining Properties (Generally South to North)

United States of America - BLM

Routt National Forest

S: 1 T: 10N R: 89W LOTS 5, 6, 9-12, 14, W2E2, E2W2, SWSW S: 2 T: 10N R: 89W LOTS 5, 7, 9, 13, 15, W/2, S2SE

KLASE FAMILY HOMESTEAD LLC 14895 LYONS RIDGE DR MORRISON, CO 80465

S: 35 T: 11N R: 89W LOTS 9-16 S: 36 T: 11N R: 89W LOTS 15-18 480A M/L

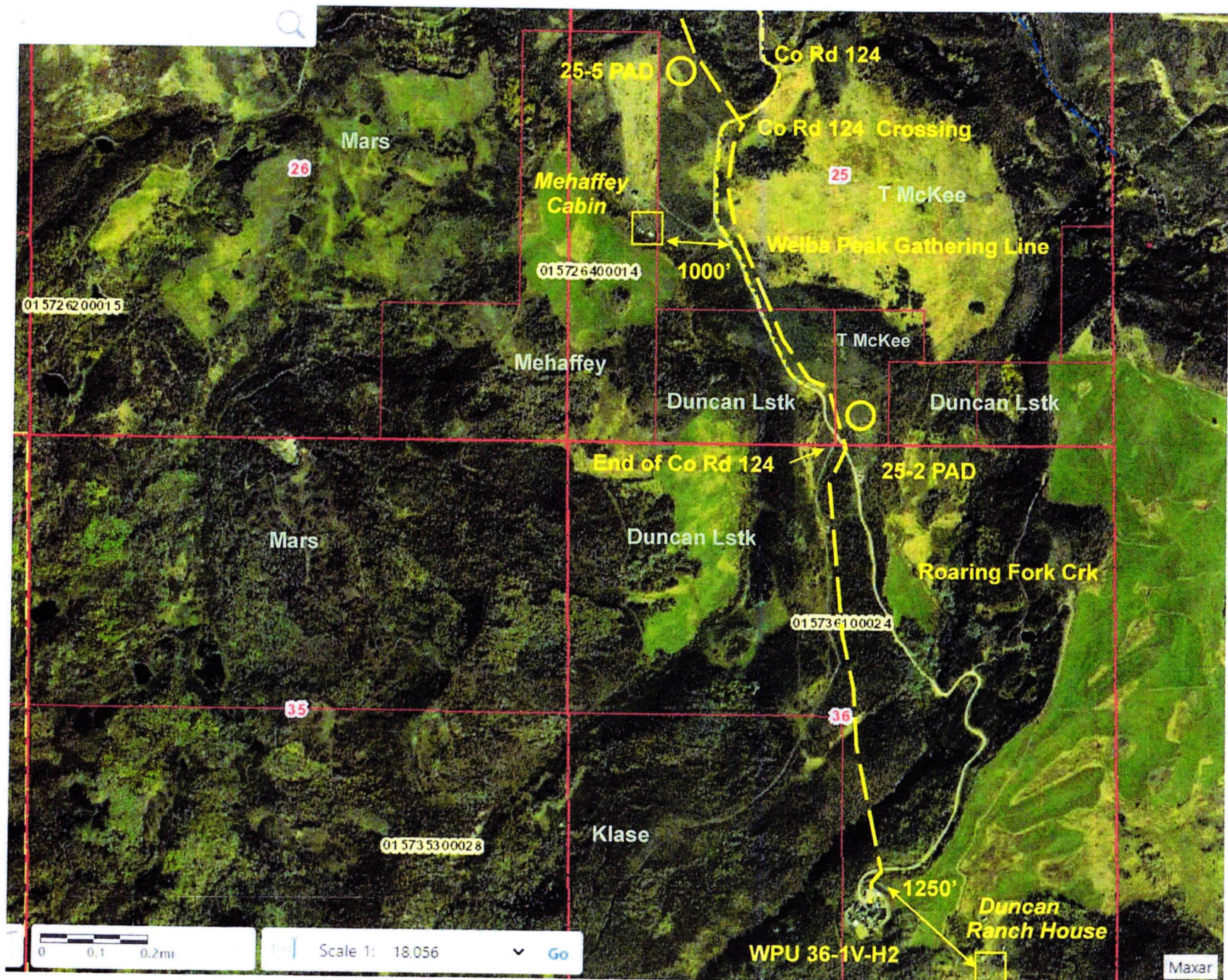
MEHAFFEY, JACQUELINE 23155 NE HWY 314 FORT MCCOY, FL 32134
S: 25 T: 11N R: 89W LOTS 8, 9, 23, 24 S: 26 T: 11N R: 89W LOTS 2, 14, 15, 18, 29,
30. 160A M/L TOTAL

MARS LAND, LLC 3400 E 56TH AVE COMMERCE CITY, CO 80022
S: 26 T: 11N R: 89W LOTS 1, 3-13, 16, 17, 19-28 S: 27 T: 11N R: 89W LOTS 12, 14,
19, 20 S: 35 T: 11N R: 89W LOTS 1-8 976.28A M/L

COLE, ROY L 41501 E 231 ST S PORTER, OK 74454
S: 13 T: 11N R: 89W LOTS 6, 11-16 S: 24 T: 11N R: 89W LOTS 2-5, 8, 30 448.59A
M/L

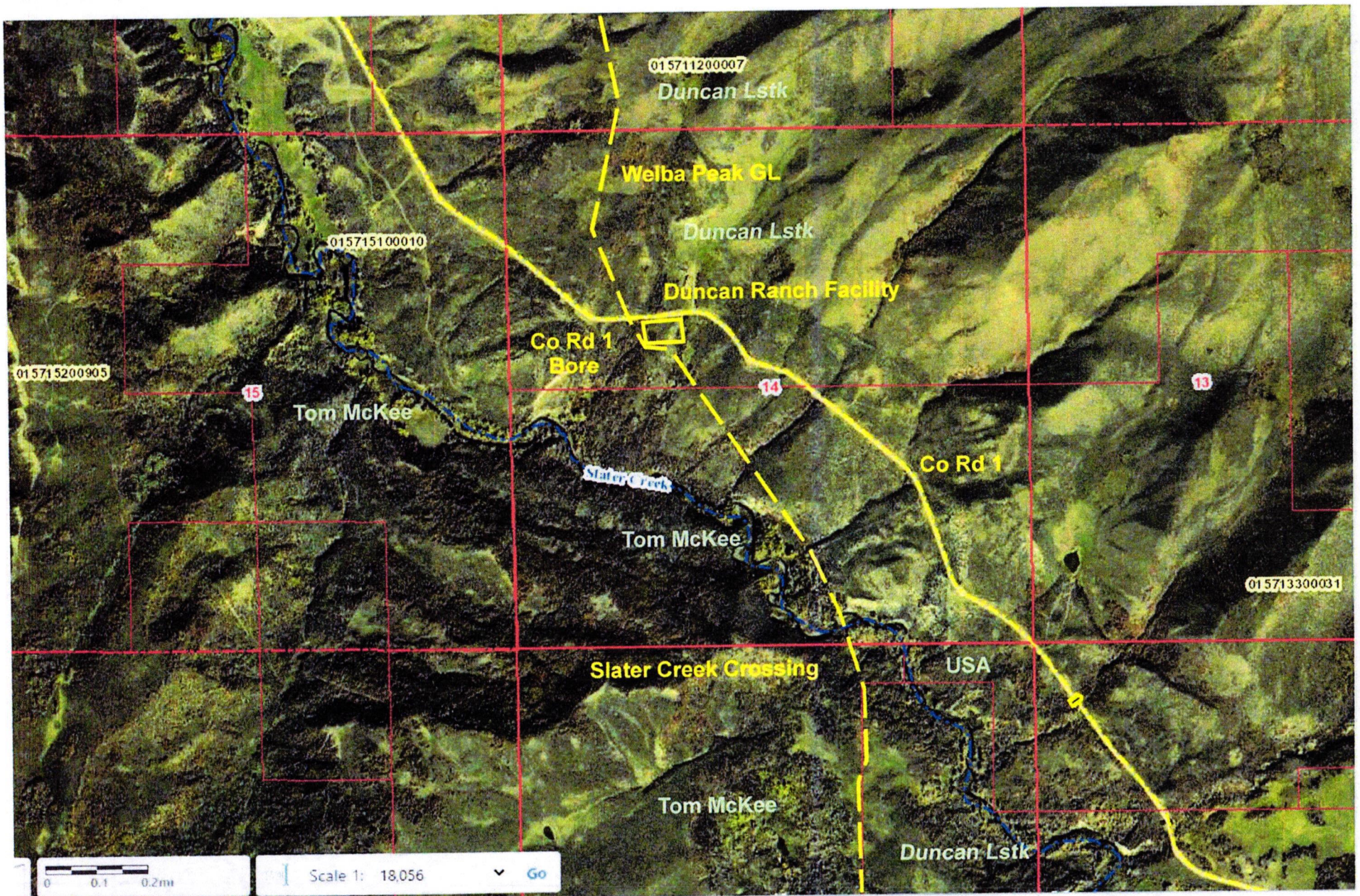
UNITED STATES OF AMERICA – BLM
S: 23 T: 11N R: 89W LOTS 1, 12 25A M/L
S: 1 T: 11N R: 89W LOTS 17-19 S: 11 T: 11N R: 89W LOTS 1, 2, 7-10, 16 S: 12 T:
11N R: 89W ALL S: 13 T: 11N R: 89W LOTS 2-5 1177A M/L
S: 14 T: 12N R: 89W SESW S: 21 T: 12N R: 89W LOTS 6, 7 S: 22 T: 12N R: 89W
LOTS 7, 10, 13, 15 S: 23 T: 12N R: 89W SWNE, E2W2, W2SE S: 26 T: 12N R: 89W
W2E2, E2NW, SWNW, SW S: 27 T: 12N R: 89W LOTS 2-16 S: 28 T: 12N R: 89W
LOTS 1-4, 8, 9 S: 33 T: 12N R: 89W LOTS 1, 2, 7, 9 S: 2 T: 11N R: 89W LOTS 6-8 S: 3
T: 11N R: 89W LOTS 5, 6, 8 S: 34 T: 12N R: 89W LOTS 1-13, 15, 16 2856A M/L

Robidoux Family Trust 14895 LYONS RIDGE DR MORRISON, CO 80465
PO BOX 7 SLATER, CO 81653
S: 13 T: 12N R: 89W SWNE, SENW, W2SE, E2SW S: 24 T: 12N R: 89W NWNE,
NENW 320A

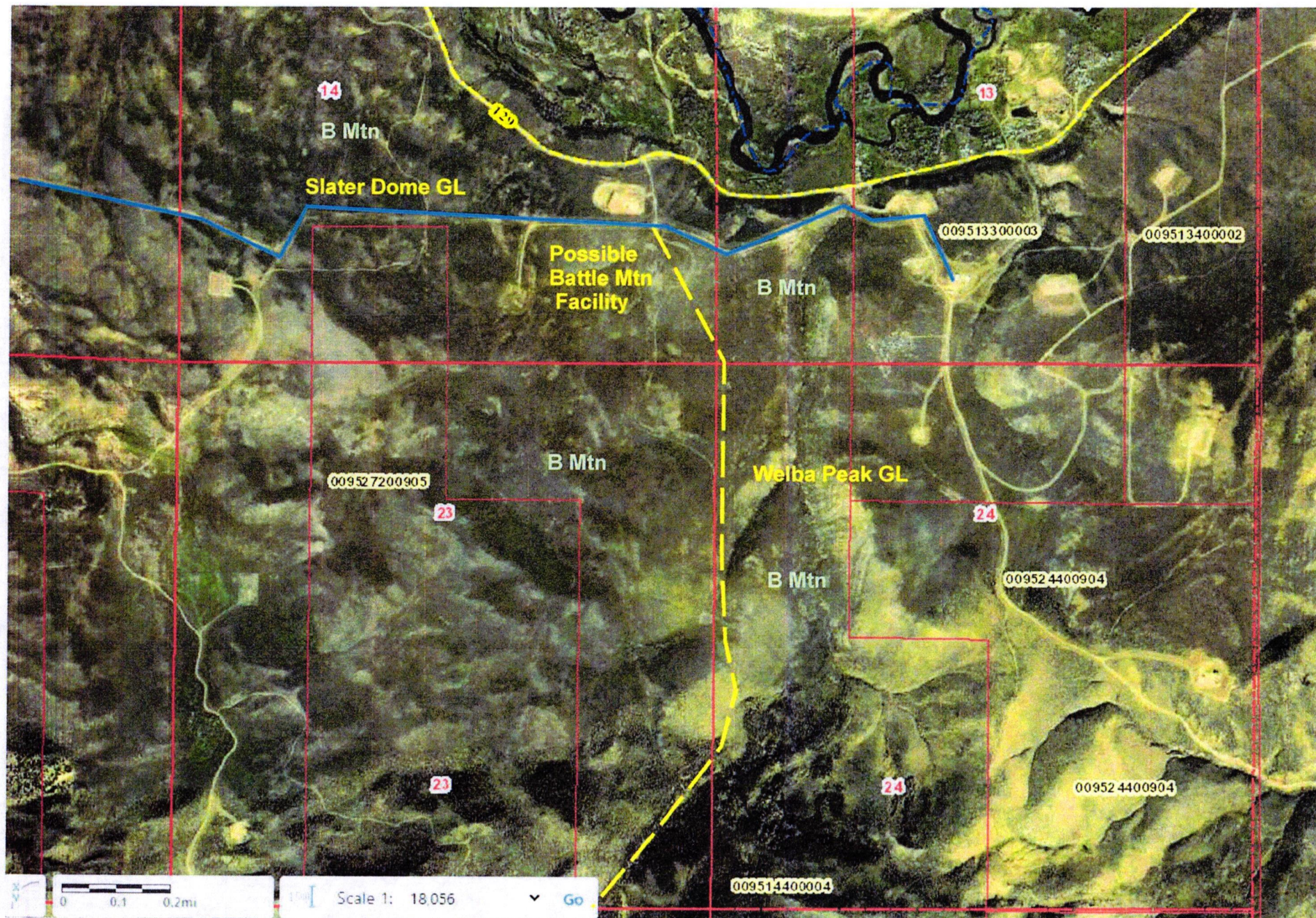


1. Welba Peak Gathering Line - Start at WPU-36-1V-H2 and run north to and along Co Rd 124

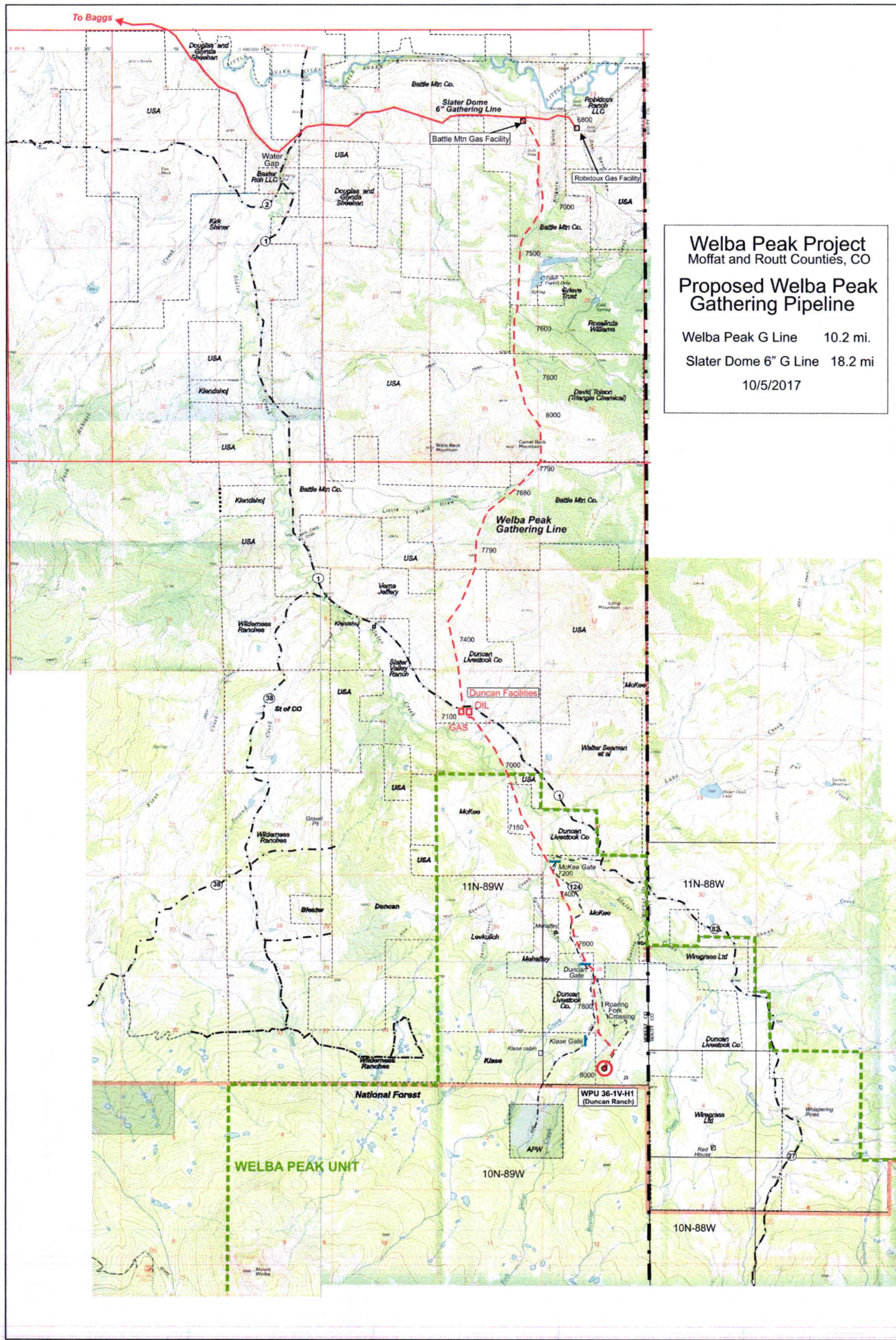
Sec 25 and 36, 11N-8



2. Welba Peak Gathering Line - Crossing of Co Rd 1, Duncan Ranch Facility, Slater Creek Crossing Sec 14, 11N-89W



3. Welba Peak Gathering Line - North end tie-in to Slater Dome Gathering Line.



Welba Peak Project
Moffat and Routt Counties, CO

**Proposed Welba Peak
Gathering Pipeline**

Welba Peak G Line 10.2 mi.

Slater Dome 6" G Line 18.2 mi

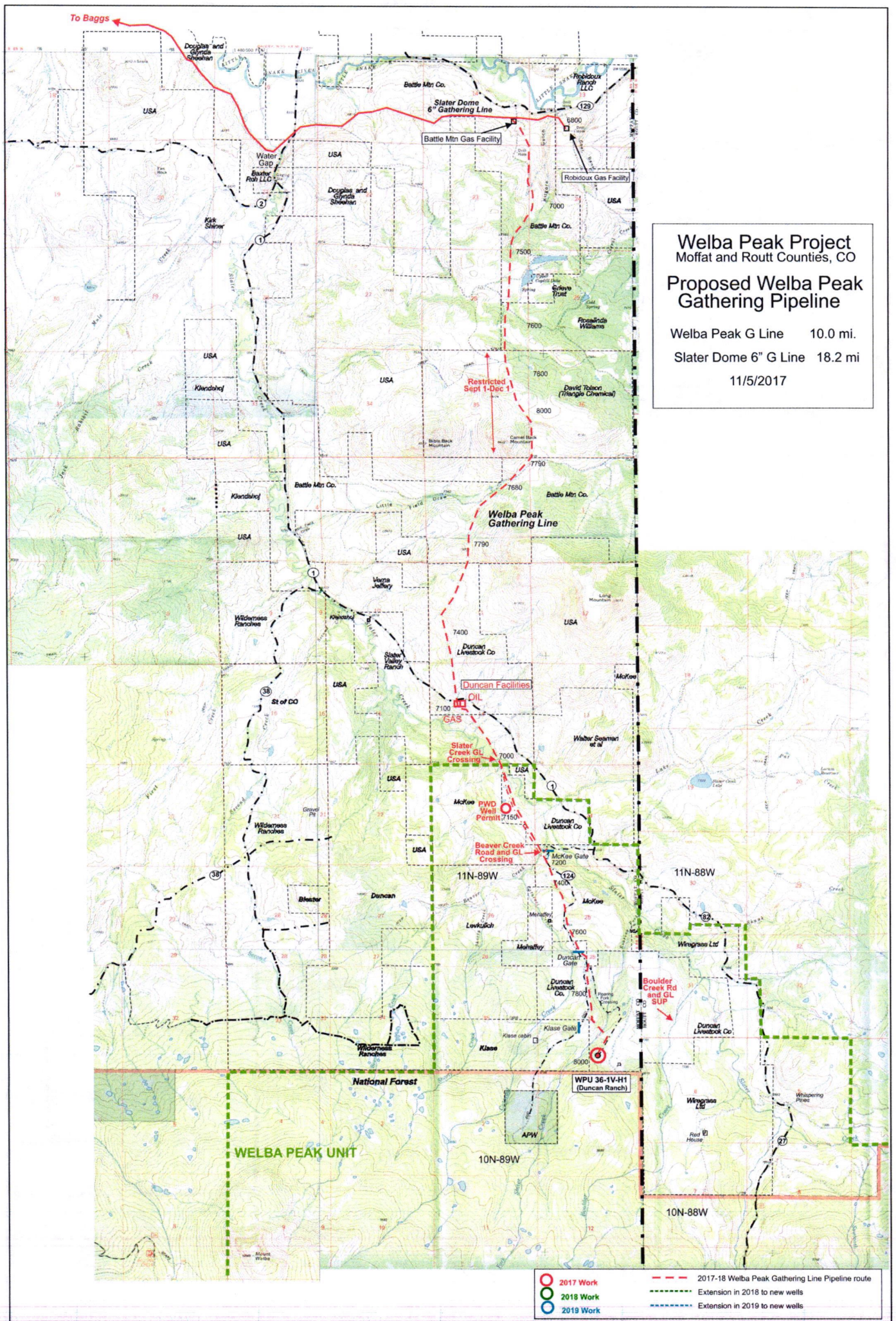
10/5/2017

Welba Peak Project
Moffat and Routt Counties, CO

Proposed Welba Peak Gathering Pipeline

Welba Peak G Line 10.0 mi.
Slater Dome 6" G Line 18.2 mi

11/5/2017



- 2017 Work
- 2018 Work
- 2019 Work
- 2017-18 Welba Peak Gathering Line Pipeline route
- Extension in 2018 to new wells
- Extension in 2019 to new wells

CONTRACT AMENDMENT NUMBER 1

THIS CONTRACT AMENDMENT NUMBER 1 ("Amendment") is entered into by and between the Board of County Commissioners of Moffat County ("BOCC") and Oldcastle SW Group, Inc. dba United Companies ("Contractor"), whose address is 2273 River Road, Grand Junction CO 81505 and whose telephone number is 970-243-4900.

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

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

2. Identification of Original Agreement. BOCC and Contractor entered into a written agreement dated April 11, 2023 (the "Agreement"), entitled "Agreement", concerning the following subject matter: Asphalt for Moffat County Road and Bridge Projects and paving at the new Moffat County Courthouse. **That Agreement is incorporated herein by reference and except as amended herein, this amendment is subject to the terms of said Agreement and any previous amendments referencing said Agreement.**

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

The County wishes to amend that agreement to include an additional amount of paved area at the new courthouse as specified in Exhibit A; submittal from United Companies dated 5/2/23 in the amount of Seven Hundred Ninety Five Thousand Eight Hundred forty two dollars and no/100 (\$795,842.00).

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

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

ATTEST:

By: _____ Date: _____
Tony Bohrer

Clerk to the Board

CONTRACTOR:

Oldcastle SW Group, Inc. dba United Companies

By: _____
Kyle Alpha

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____.

MY COMMISSION EXPIRES: _____

Notary Public

Address of Notary Public



2273 River Road
Grand Junction, CO 81505
(970) 243-4900

3794 County Road 109
Glenwood Springs, CO 81601
(970) 704-4800

13124 6175 Road
Montrose, CO 81403
(970) 249-1815

964 CR 63L
Telluride, CO 81435
(970) 728-3775

www.united-gj.com

To:	Moffat County	Contact:	
Address:	221 W. Victory Way, Suite 250 Craig, CO 81625	Phone:	970-824-9160
		Fax:	
Project Name:	Moffat County 2023 Asphalt Project	Bid Number:	22269
Project Location:	Various Locations, Craig, CO	Bid Date:	5/2/2023

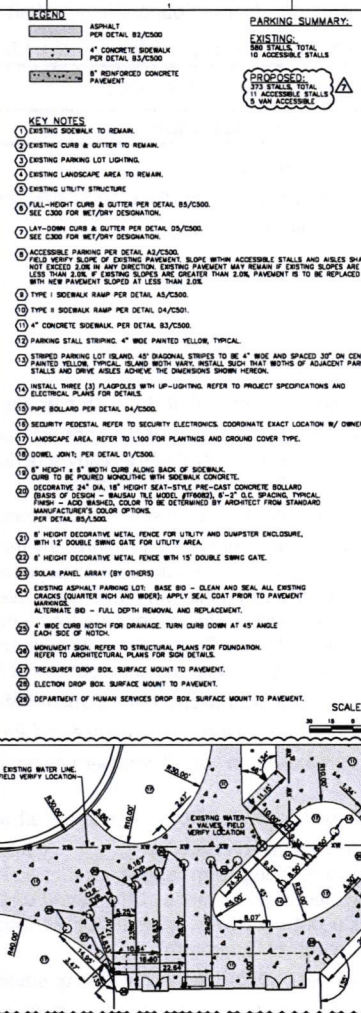
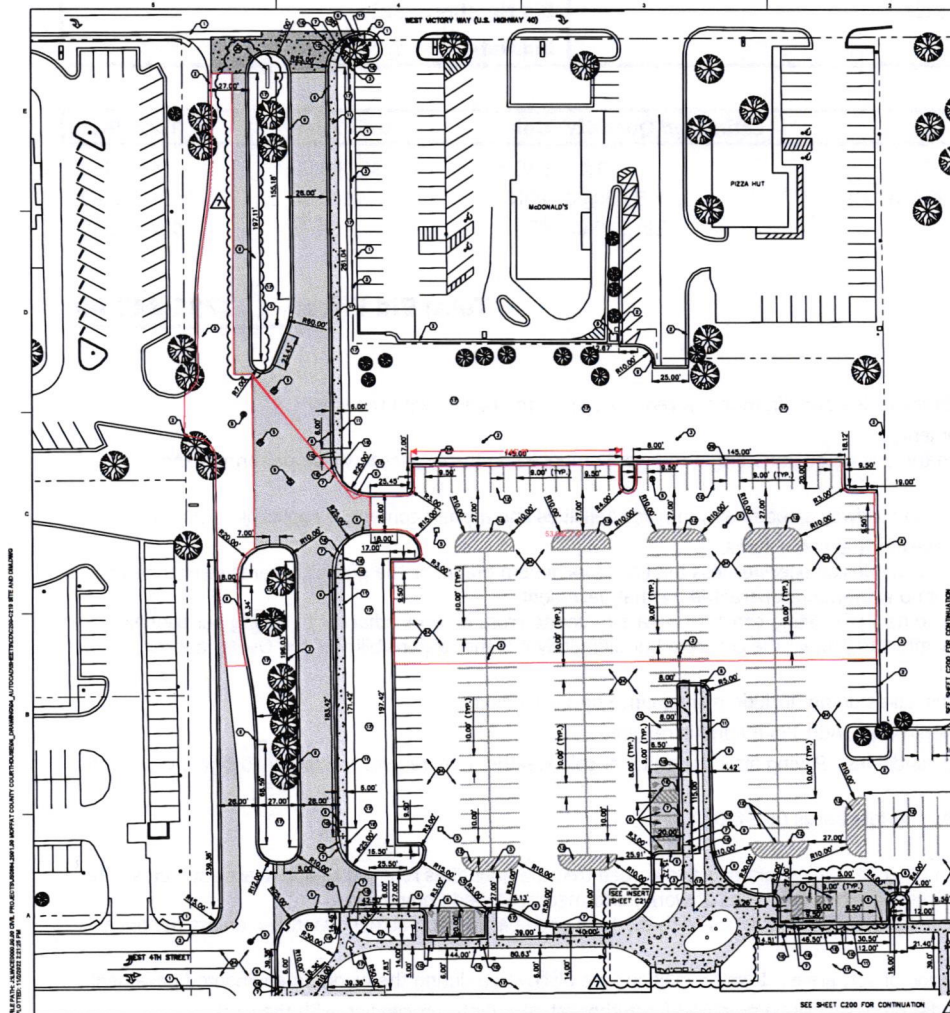
We are pleased to propose the following:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	EACH	\$6,000.00	\$6,000.00
2	Hot Mix Asphalt (Grading SX)(75)(PG 58-28)(3")	3,030.00	TON	\$170.00	\$515,100.00
3	FDR And Grading	211,340.00	SF	\$1.30	\$274,742.00

Total Bid Price: \$795,842.00

Notes:

- United Companies assumes that the customer has obtained clearance from the governing agency to proceed with the work.
- This proposal is to become part of the contract documents.
- Due to the high volume of projects already scheduled there is no guarantee that the work proposed on this proposal will be performed and completed in the 2023 construction season.
- United Companies will be responsible for disincentives on roadway smoothness, in-place densities and asphalt content, if applicable. General Contractor will pass on without deductions any incentives for the same items.
- A minimum of 2% grade is required for all pavement. If the design specifies less than a 2% minimum grade, or the physical character of the site does not allow for a 2% minimum grade, then there is no warranty or guarantee for that pavement.
- United Companies will not be responsible for damage to new or existing concrete we are forced to cross or work adjacent to during our asphalt paving operations. United Companies will make every effort to protect the concrete but ultimately it is the responsibility of the Owner and/or General Contractor to protect the concrete as needed.
- All erosion control & stormwater management BMP measures do not include maintenance or dismantling.
- Price shown does not include Performance and Payment bond. Add 1% if bond is required.
- This proposal is based on "spec" weather paving and conditions. Paving after the onset of cold weather may require the owner to sign a waiver of warranty.
- Base course work performed by others to be left at paving tolerances (+/- 0.02').
- This proposal is based on plans by _____ dated _____.
- Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by United Companies
- The OMG Subcontract clearly states that the contract is based upon unit prices, with the total price based upon actual quantities, unless the price is clearly designated as "lump sum".
- This proposal does not include excavation or stabilization of soft areas. If soft conditions are discovered during the work, an engineered pavement section will be needed and upon receipt, a change order proposal will be prepared for authorization prior to proceeding with the work.
- The above price excludes engineering, staking, testing, traffic control, striping, stormwater management, permits and fees as applicable.
- Prices are valid for 30 days from the date of this proposal.
- If owner contracts directly with an independent testing firm, immediate notification to United Companies of any failed test results will be required. United Companies to be copied on all testing performed by the independent testing firm.
- Pre-emergent controls many annual grasses and broadleaf weeds as they germinate but does not control established weeds. Russian knapweed, morning glory, alfalfa, etc. require weed killer treatment prior to disturbance of the soil. United Companies' warranty does not include weeds coming through the new asphalt mat.
- The above prices are valid contingent on the work being performed during the 2023 construction season. In the event that the work described within the signed proposal is not completed within the 2023 construction season, United Companies reserves the right to adjust the prices accordingly.
- Due to limited allocations of liquid asphalt cement by regional suppliers, United Companies can not guarantee our ability to acquire liquid asphalt for paving. Projects may be delayed until adequate supply of liquid asphalt becomes available.



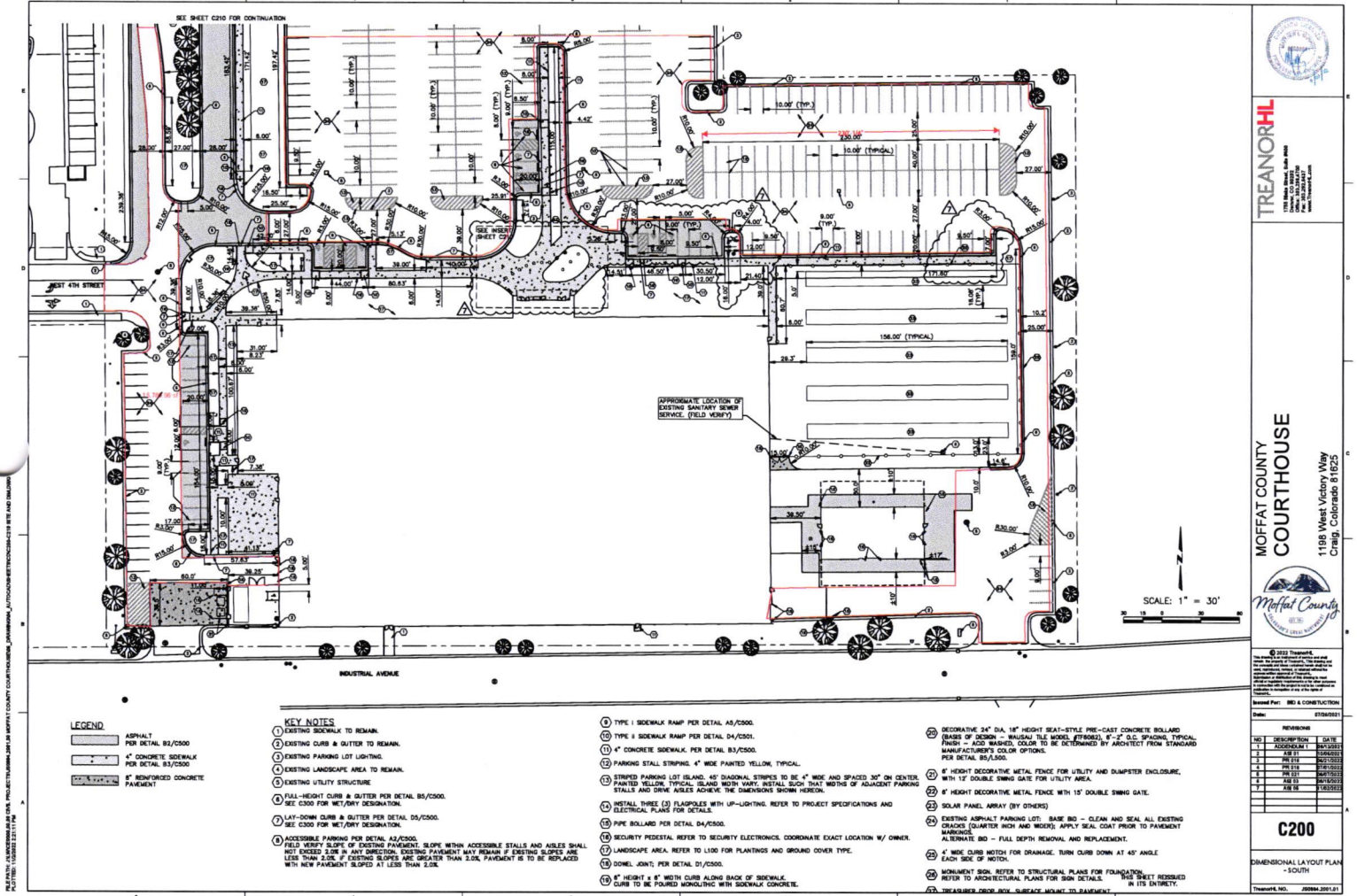
MOFFAT COUNTY COURTHOUSE

1198 West Victor
Craig, Colorado 81616

C210

DIMENSIONAL LAYOUT PLAN
- NORTH

Thomson, MO. 2008A-2001.01



1188 West Victory Way
Craig, Colorado 81625

MOFFAT COUNTY
COURTHOUSE

1188 West Victory Way
Craig, Colorado 81625

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Revised Part: 060 & CONSTRUCTION
Date: 07/26/2023

NO.	DESCRIPTION	DATE
1	ADDENDUM 1	04/10/2023
2	REVISE	05/02/2023
3	REVISE	05/02/2023
4	REVISE	05/02/2023
5	REVISE	05/02/2023
6	REVISE	05/02/2023
7	REVISE	05/02/2023

C200

DIMENSIONAL LAYOUT PLAN
- SOUTH

Threats: NO. 00866-2011-01

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 179926

To Owner: Moffat County Colorado Court
221 West Victory Way #300
apitts@treanorhl.com
Craig, CO 81625

Project: 66101-0000 CO_Moffat County Court
House

Application No.: 18

Period To: 4/30/2023

Project Nos:

Distribution to:

☐ Owner
☐ Architect
☐ Contractor

From Contractor: BH INC
1175 EAST 2000 SOUTH
VERNAL, UT 84078

Via Architect:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$18,535,618.00
2. Net Change By Change Order	\$3,014,703.26
3. Contract Sum To Date	\$21,550,321.26
4. Total Completed and Stored To Date	\$20,160,246.62
5. Retainage:	
a. 5.00% of Completed Work	\$1,008,012.34
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$1,008,012.34
6. Total Earned Less Retainage	\$19,152,234.28
7. Less Previous Certificates For Payments	\$18,909,610.93
8. Current Payment Due	\$242,623.35
9. Balance To Finish, Plus Retainage	\$2,398,086.98

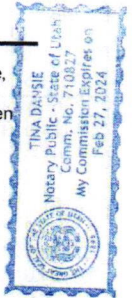
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BH INC

By: [Signature] Date: 5-2-2023

State of: Utah
Subscribed and sworn to before me this
Notary Public: [Signature]
My Commission expires:

County of: Uintah
day of May 2023

Feb. 27, 2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 242,623.35

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$1,695,252.52	\$0.00
Total Approved this Month	\$1,319,450.74	\$0.00
TOTALS	\$3,014,703.26	\$0.00
Net Changes By Change Order	\$3,014,703.26	

CONTINUATION SHEET

Page 2 of 3

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 18

Application Date : 04/30/23

To: 04/30/23

Architect's Project No.:

Invoice #: 179926

Contract : 66101-0000 CO_Moffat County Court House

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
01.00	General Conditions	147,248.00	146,734.25	0.00	0.00	146,734.25	99.65%	513.75	7,336.71
01.01	Payment Bond	183,414.00	183,414.00	0.00	0.00	183,414.00	100.00%	0.00	9,170.70
01.02	Supervision	325,600.00	323,460.00	0.00	0.00	323,460.00	99.34%	2,140.00	16,173.00
01.03	GC Fee	1,329,979.00	1,311,215.12	0.00	0.00	1,311,215.12	98.59%	18,763.88	65,560.76
01.04	Contingency Allowance	300,000.00	294,348.00	0.00	0.00	294,348.00	98.12%	5,652.00	14,717.40
02.01	Division 02 - Existing Conditions	221,178.00	221,178.00	0.00	0.00	221,178.00	100.00%	0.00	11,058.90
03.01	Division 03 - Concrete	125,350.00	125,350.00	0.00	0.00	125,350.00	100.00%	0.00	6,267.50
04.01	Division 04 - Masonry	324,250.00	324,250.00	0.00	0.00	324,250.00	100.00%	0.00	16,212.50
05.01	Division 05 - Metals	27,600.00	27,600.00	0.00	0.00	27,600.00	100.00%	0.00	1,380.00
06.01	Division 06 - Wood, Plastics And Composites	559,100.00	559,100.00	0.00	0.00	559,100.00	100.00%	0.00	27,955.00
07.01	Division 07 - Thermal And Moisture Protection	1,556,292.00	1,556,292.00	0.00	0.00	1,556,292.00	100.00%	0.00	77,814.60
08.01	Division 08 - Openings	1,153,647.00	1,138,104.00	8,008.00	0.00	1,146,112.00	99.35%	7,535.00	57,305.60
09.01	Division 09 - Finishes	4,013,962.00	4,013,962.00	0.00	0.00	4,013,962.00	100.00%	0.00	200,698.10
10.01	Division 10 - Specialties	123,297.00	120,544.00	1,253.00	0.00	121,797.00	98.78%	1,500.00	6,089.85
12.01	Division 12 - Furnishings	3,574.00	1,455.00	0.00	0.00	1,455.00	40.71%	2,119.00	72.75
13.01	Division 13 - Special Construction	183,268.00	183,268.00	0.00	0.00	183,268.00	100.00%	0.00	9,163.40
21.01	Division 21 - Fire Suppression	175,000.00	175,000.00	0.00	0.00	175,000.00	100.00%	0.00	8,750.00
22.01	Division 22 - Plumbing	967,151.00	967,151.00	0.00	0.00	967,151.00	100.00%	0.00	48,357.56
23.01	Division 23 - HVAC	1,831,400.00	1,817,897.00	0.00	0.00	1,817,897.00	99.26%	13,503.00	90,894.85
26.01	Division 26- Electrical	3,389,365.00	3,383,565.00	0.00	0.00	3,383,565.00	99.83%	5,800.00	169,178.25
27.01	Division 27- Communications	1,019,470.00	1,009,726.00	0.00	0.00	1,009,726.00	99.04%	9,744.00	50,486.30
31.01	Division 31- Earthwork	423,413.00	423,413.00	0.00	0.00	423,413.00	100.00%	0.00	21,170.65
32.01	Division 32- Exterior Improvements	152,060.00	0.00	0.00	0.00	0.00	0.00%	152,060.00	0.00
99.01	CO#1 Roofing Material Increase	225,450.63	225,450.63	0.00	0.00	225,450.63	100.00%	0.00	11,272.53
99.02	CO#2	1,216,696.49	1,124,505.75	0.00	0.00	1,124,505.75	92.42%	92,190.74	56,225.29
99.03	PCO #5	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.04	PCO #6	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.05	PCO #04	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.06	PCO #08	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.07	PCO #09	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
99.08	Change Order #004	139,093.87	139,093.87	0.00	0.00	139,093.87	100.00%	0.00	6,954.69
99.09	Change Order #05	148,924.28	0.00	80,409.00	0.00	80,409.00	53.99%	68,515.28	4,020.45

CONTINUATION SHEET

Page 3 of 3

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 18

Application Date : 04/30/23

To: 04/30/23

Architect's Project No.:

Invoice #: 179926

Contract : 66101-0000 CO_Moffat County Court House

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
99.10	Change Order #06	1,170,526.46	0.00	165,723.00	0.00	165,723.00	14.16%	1,004,803.46	8,286.15
0-99-08	Change Order #03	114,011.53	108,777.00	0.00	0.00	108,777.00	95.41%	5,234.53	5,438.85
Grand Totals		21,550,321.26	19,904,853.62	255,393.00	0.00	20,160,246.62	93.55%	1,390,074.64	1,008,012.34

Pay Application Summary 5/9/2023

BHI	
Contract	\$18,535,618.00
Change Order #1	\$225,450.63
Change Order #2	\$1,216,696.46
Change Order #3	\$114,011.53
Change Order #4	\$139,093.87
Change Order #5	\$148,924.28
Change Order #6	\$1,170,526.46
Total	\$21,550,321.23

Pay Applications through 4/30/23

BHI		97.12% Complete
#1	\$	193,414.00
#2	\$	133,855.00
#3 1/31/2022	\$	2,023,297.65
#4 3/1/2022	\$	2,093,268.00
#5 4/1/2022	\$	1,495,428.25
#6 5/2/2022	\$	1,291,425.25
#7 5/31/2022	\$	1,303,414.25
#8 6/30/2022	\$	1,196,662.75
#9 7/31/2022	\$	1,207,291.35
#10 8/31/2022	\$	1,967,652.35
#11 9/30/2022	\$	1,324,649.88
#12 10/31/22	\$	1,578,260.30
#13 11/30/22	\$	884,716.61
#14 12/27/22	\$	1,188,770.15
#15 1/31/23	\$	493,838.83
#16 2/28/23	\$	327,796.55
#17 3/31/23	\$	334,867.95
#18 4/30/23	\$	242,623.35
Total	\$	19,281,232.47

Treanor HL	
#1	\$ 15,622.38
#2 1/31/2022	\$ 14,400.00
#3 2/28/2022	\$ 30,292.50
#4 3/31/2022	\$ 40,417.00
#5 5/4/2022	\$ 14,400.00
#6 5/31/2022	\$ 50,985.00
#7 6/30/2022	\$ 56,066.95
#8 7/31/2022	\$ 33,622.50
#9 8/31/2022	\$ 25,666.17
#10 9/30/2022	\$ 22,775.73
#11 10/31/22	\$ 19,200.23
#12 11/30/22	\$ 17,650.50
#13 12/31/22	\$ 27,265.23
#14 1/31/2023	\$ 2,119.00
#15 2/28/23	\$ 15,461.55

NWCC	
1/15/2022	\$ 587.20
2/17/2022	\$ 6,022.00
3/15/2022	\$ 3,845.00
6/3/2022	\$ 6,614.00
6/14/2022	\$ 1,285.20
6/16/2022	\$ 442.20
9/14/2022	\$ 3,296.60
NWCC 10/17/22	\$ 3,030.00
11/16/2022	\$ 984.40
1/16/2023	\$ 934.40
Total	\$ 27,041.00

Workplace Resources FF&E Contract	
Pay App #1	\$ 632,385.95
Pay App #2	\$ 102,264.36
Pay App #3	\$ 38,665.81
Pay App #4	\$ 13,160.00
Total	\$ 786,476.12

Summit Partners Network Equipment Contract	
	\$ 157,054.62
Total	

MicKinstry Essention LLC	
Solar Field Design #1	\$ 33,134.40
Solar Field #2	\$ 29,265.60
Total	\$ 62,400.00

Moffat County	
WAP	\$ 7,514.65
Phones	\$ 19,868.05
YVEA	\$ 32,541.15
YVEA 8/3/22	\$ 2,892.61
Treasure Electronics 9/27/22	\$ 25,895.00
Arctic Industries	\$ 8,423.01
Fort Knox Ballot Box	\$ 2,610.00
Wagner Equipment	\$ 11,520.00
Restaurant Supply	\$ 4,609.58
Reusable Transport Packing	\$ 4,329.89
Western Storage	\$ 15,000.00
Miller Family Appliance	\$ 2,077.00
ProVantage 1/25/23	\$ 29,629.32
Total	\$ 166,910.26

Total Expenses through 4/30/2023	\$ 20,710,004.59
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Total Contracts	\$23,060,587.97
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