

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS  
1198 W. Victory Way Craig, Colorado 81625  
(970) 824-5517

Tony Bohrer  
District 1

Melody Villard  
District 2

Donald Broom  
District 3

**Board Meeting Agenda**

*Minutes will be recorded for these formal meetings*

**Tuesday, November 26, 2024**

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

**Consent Agenda -**

Review & Sign the following documents:

**Minutes:**

- a) November 12<sup>th</sup> (pgs 3-6)

**Resolutions:**

- b) 2024-117: Payroll (pg 7)
- c) 2024-118: Transfer of Intergovernment Funds for November 2024 (pg 8)
- d) 2024-119: P-Card Payments (pg 9)
- e) 2024-120: Accounts Payable (pg 10)
- f) 2024-121: Voided Warrants Resolution for the month of November (pg 11)

**Contracts & Reports:**

- g) Employee Health Clinic & Wellness Services agreement w/UC Health (pgs 12-29)
- h) Fairgrounds Bathhouse Boiler Replacement contract w/Masterworks Mechanical (pgs 30-39)
- i) Contract Amendment #1: SPL7, LLC for consulting services (pg 40)
- j) Contract Amendment #5: NW CO Consultants for Landfill Environmental & Engineering Services (pgs 41-46)
- k) Department of Public Health Safe Firearm Storage Program Grant (pgs 47-117)
- l) Contract Amendment #2 w/Exclusive Professional Support (pgs 118 & 119)
- m) Contract for Services agreement w/CLH Professional Services (pgs 120-126)
- n) Intergovernmental Agreement w/Routt County for Juvenile Housing, Transportation & Supervision (pgs 127-132)
- o) Ratify:
  - NW CO Trail Corp Letter of Support for OHV Grant application (pg 133)
  - Non-Federal Environmental Information and Land Manager Approval form (pgs 134 & 135)
  - Agreement for Cooperative Wildfire Protection (pgs 136-154)

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



2:34 PM 11/25/2024

## Public Comment/General Discussion:

### Board of County Commissioners

- 1) Appoint Fair Board members (4)
- 2) Approve Event Center Master Plan (pgs 155-161)
- 3) Approve application for DOLA Resiliency Grant (pgs 162-164)

## Staff Report:

- 4) Development Services – Candace Miller
  - Resolution 2024-123: Amendment to Resolution 2017-153 - Financial Policies (pg 165)
  - Resolution 2024-124: Amendment to Resolution(s) 2017-152 & 2019-86 – Capital Improvement Policies (pg 166)
  - Resolution 204-125: Amendment to Resolution(s) 2019-85 & 2007-34 – Fixed Asset Policies (pg 167)

## Presentation:

### Memorial Regional Health – Jennifer Riley

- 5) Resolution 2024-122: County Resolution on Ambulance Services (pgs 168-172)

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/GmOidz-GCsc?feature=share>

OR

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

## Adjournment

The next scheduled BOCC meeting will be Tuesday, December 10, 2024 - 8:30 am

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

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



2:34 PM 11/25/2024

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

November 12, 2024

**In attendance:** Tony Bohrer, Chair; Melody Villard, Vice-Chair; Erin Miller, Deputy Clerk & Recorder; Candace Miller; Jim Howell; Chris Nichols; Jeff Comstock; Angie Boss; Chris Potgieter; Claire Fettig; Charlie Smith; Charles Johnson; Kacey Green; Roy Tipton; Neil Binder; Tom Kleinschnitz; Bruce White; Colton Murray; Steve Hinkemeyer

Call to Order  
Pledge of Allegiance

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

Commissioner Broom was absent

Bohrer made a motion to approve the agenda as presented, with the exception of switching the order of items 3 & 5. Villard seconded the motion. Motion carried 2-0.

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

- a) October 22

Resolutions:

- b) 2024-104: Transfer of Intergovernment Funds for October
- c) 2024-112: Voided Warrants for the month of November
- d) 2024-114: Payroll
- e) 2024-115: Special Payroll for Department of Public Health
- f) 2024-116: A/P

Contracts & Reports:

- g) Treasurer's report
- h) Letter of Support for Bitterbrush & Little Snake State Land Board lease renewal
- i) Department of Public Health Continuity of Operations Plan
- j) Department of Public Health Memo of Understanding w/Western CO Health Network for STI testing
- k) Department of Human Services Memo of Understanding w/Prowers County for Hotline County Connection Center services
- l) Department of Human Services/Department of Health Care Policy and Financing – Contract Amendment #5
- m) Human Resources Department /Brown & Brown
  - Broker Service Agreement
  - Business Associate Agreement
- n) Prescription Benefits contract w/HealthComp
- o) Three Forks Ranch com site lease renewal
- p) Ratify corrections to Resolution 2024-111

Bohrer made a motion to approve consent agenda items A-P. Villard seconded the motion. Motion carried 2-0.

### **Public Comment/General Discussion:**

There was no Public Comment

Villard thanked all of the election judge volunteers that came forward to help with the extra hand count that was required and the Clerk & Record's/Elections Office for all of their hard work on the election process.

Bohrer commented that even if it was a day late, he wanted to thank veterans for their service.

- 1) **Board of County Commissioners**
  - Appoint (3) Fair Board seats (see attached)

There are still four open seats on the Fair Board. At this time, three letters of interest have been received. The Fair Board had asked to have some input on new selections, because of the time commitment that this board requires. Bohrer suggested tabling this item until the November 26 meeting and possibly having a workshop with the Fair Board regarding the letters of interest.

Villard moved to table the appointments to the Fair Board until the November 26<sup>th</sup> BCC meeting. Bohrer seconded the motion. Motion carried 2-0.

### **Staff Reports:**

- 2) **Road & Bridge Department – Bruce White**
  - Request to release retainage for Road Striping (see attached)

White presented a letter that detailed the process for release of retainage to Stripe-A-Lot for the 2024 pavement striping project. The Road & Bridge Department advertised twice in the Craig Press; no notices of claims or outstanding payments was received by the Road & Bridge Department. White requested to make final payment to Stripe-A-Lot in the amount of \$9,689.32.

Villard moved to approve release of retainage to Stripe-A-Lot in the amount of \$9,689.32. Bohrer seconded the motion. Motion carried 2-0.

- 5) **Natural Resources Department – Jeff Comstock**
  - Pumped Hydro contract amendment (see attached)

This contract amendment is in reference to the development of the Socio-Economic Assessment study for the Pumped Hydro project, in the amount of \$10,050, which covers additional workforce data. The added monies will not come out of County coffers, but will still be covered by the original OJT grant. The Socio-Economic Assessment study should be wrapped up by the first part of December. A draft version of the study will be presented at the November 26<sup>th</sup> BCC meeting.

Villard moved to approve the increase of \$10,050 utilizing the Office of Just Transition grant for the Pumped Hydro contract amendment as presented. Bohrer seconded the motion. Motion carried 2-0.

- Public Utilities Commission Attorney contract amendment (see attached)

This document (and the next two) covers the upcoming Xcel portion of the PUC hearings. The contract amendment will extend the legal representation agreement with Cunilio Consulting to include the Xcel hearings. Cunilio Consulting has bid the project for \$69,300, which is less than the costs for the Tri-State hearings because they have already done so much of the background work. The Memo of Understanding with the City of Craig listed below is to split the cost of this representation.

Villard moved to approve the attorney contract amendment with Cunilio Consulting for the full amount of \$69,300, recognizing that half of that will be Moffat County's responsibility. Bohrer seconded the motion. Motion carried 2-0.

Comstock pointed out that we are not expecting near as large of a settlement amount as what we had gotten from Tri-State because of the lower percentage of ownership by Xcel in Moffat County.

- Resolution 2024-113: Delegation of Authority (see attached)

This resolution authorizes Commissioner Villard to act on behalf of the BCC for the PUC/Xcel hearings, exactly like we did for the Tri-State hearings.

Bohrer moved to adopt Resolution 2024-113: Delegation of Authority. Villard seconded the motion. Motion carried 2-0.

- City of Craig/Moffat County PUC Memo of Understanding (see attached)

This Memo of Understanding with the City of Craig is to jointly participate in these negotiations with Xcel/PUC. Rather than relying on an Office of Just Transition grant this time around, the City/County will be footing the bill for the legal representation.

Villard moved to approve the Memo of Understanding with the City of Craig regarding Xcel/PUC hearings. Bohrer seconded the motion. Motion carried 2-0.

4) **Human Resources Department – Rachel Bower**

- Memorial Regional Health billing discussion (see attached)

Bower explained that over the last few months, there have been discrepancies in medical services billings involving Memorial Regional Health and the County's health insurance. There have also been several workshops to discuss the problems and it has come to the point to take some action on the issue. Bower requested authorizing herself and County Attorney, Garry Rhoden, to be appointed as points of contact to continue the discussions and negotiate towards a final agreement for the billing issues. If some type of solution can be reached, they will bring it back before the board to make a final decision.

Villard moved to authorize the County Attorney, Garry Rhoden, and Human Resources Director, Rachel Bower, to negotiate this issue and bring us to final agreement. Bohrer seconded the motion. Motion carried 2-0.

3) **Office of Development Services – Neil Binder & Roy Tipton/ Johnson Consulting**

- Fairgrounds/Event Center Master Plan (see attached)

Binder and Tipton came up before the BCC to introduce the members of the Johnson Consulting team, Charles Johnson, Charlie Smith and Claire Fettig, who have developed a Master Plan for the proposed Fairgrounds

upgrade/Event Center. The purpose of this project would hopefully allow us to increase services and provide some economic development. It was also emphasized that this is merely a proposed plan, a feasibility study, and nothing is set in stone yet.

The consulting team came up and gave a slide presentation based on the study they did, part of which was based on community/stakeholder meetings for input.

**Presentation:**

- 6) Colorado First Conservation District - Kacey Green  
     Program update (see attached)

Green gave a presentation that highlighted the main grants that their office is working under at this time for healthy sagebrush habitat and fighting invasive grasses.

Meeting adjourned at 9:41 am

The next scheduled BOCC meeting is Tuesday, November 26, 2024

Submitted by:

Erin Miller, Deputy Clerk and Recorder

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

\_\_\_\_\_

\_\_\_\_\_

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

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

RESOLUTION 2024-117  
 PAYMENT OF PAYROLL WARRANTS  
 Payroll Ending 11/9/2024

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

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

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

**Pay Date 11/22/2024**

FROM FUND:			
General	0010.7000	\$276,053.32	cr
Road & Bridge	0020.7000	\$170,357.79	cr
Landfill	0070.7000	\$16,846.13	cr
Airport	0120.7000	\$395.77	cr
Library	0130.7001	\$10,168.90	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,133.10	cr
Mo Co Tourism	0320.7000	\$3,506.18	cr
PSC Jail	0072.7000	\$65,969.64	cr
Human Services	0030.7100	\$64,740.51	cr
Public Health	0065.7000	\$13,620.12	cr
SM I	0168.7000	\$4,685.06	cr
SM II	0169.7000	\$5,393.73	cr
TO FUND:			
Warrant	0100.1000	\$638,870.25	dr

Adopted this 26th day of November, A.D. 2024

\_\_\_\_\_  
 Chairman

STATE OF COLORADO )  
 )ss.  
 COUNTY OF MOFFAT )

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



RESOLUTION 2024-119  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF NOVEMBER 2024

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

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

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

FROM FUND:	Check Date:	11/26/2024		
General	110	<u>\$44,535.94</u>	CR	0010.7000
Road & Bridge	200		CR	0020.7000
Landfill	240		CR	0070.7000
Airport	260	<u>\$107.98</u>	CR	0120.7000
Emergency 911	270	<u>\$9,181.42</u>	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$989.40</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	<u>\$2,785.52</u>	CR	0170.7000
Internal Service Fund	710	<u>\$1,007.94</u>	CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	<u>\$817.53</u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$2,837.54</u>	CR	0320.7000
PSC - JAIL	210	<u>\$10,197.77</u>	CR	0072.7000
Human Sevices	220	<u>\$9,594.84</u>	CR	0030.7100
Public Health	250	<u>\$2,983.38</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$1,191.16</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$913.80</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$882.10</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$88,026.32</u>	DR	

Adopted this 26th day of November, 2024

\_\_\_\_\_  
Chairman

RESOLUTION 2024-120  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF NOVEMBER 2024

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

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

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

FROM FUND:	Check Date:	11/26/2024		
General	110	<u>\$191,167.31</u>	CR	0010.7000
Road & Bridge	200	<u>\$34,076.48</u>	CR	0020.7000
Landfill	240	<u>\$317,237.31</u>	CR	0070.7000
Airport	260	<u>\$4,599,849.91</u>	CR	0120.7000
Emergency 911	270	<u>\$8,692.46</u>	CR	0350.7000
Capital Projects	510	<u>\$7,344.38</u>	CR	0160.7000
Conservation Trust	211	<u>\$57,384.96</u>	CR	0060.7000
Library	212	<u>\$3,524.83</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$1,236.00</u>	CR	0280.7000
Health & Welfare	720	<u>\$163,240.57</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,162.35</u>	CR	0170.7000
Internal Service Fund	710	_____	CR	0325.7000
Lease Purchase Fund	410	_____	CR	0175.7000
NCT Telecom	520	_____	CR	0166.7000
Mo Co Tourism Assoc	219	_____	CR	0320.7000
PSC - JAIL	210	<u>\$29,793.79</u>	CR	0072.7000
Human Services	220	<u>\$6,180.20</u>	CR	0030.7100
Public Health	250	<u>\$1,316.28</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$13,159.17</u>	CR	0168.7000
Sunset Meadows I Security	910	_____	CR	0167.7000
Sunset Meadows II	920	<u>\$6,805.53</u>	CR	0169.7000
Sunset Meadows II Security	920	_____	CR	0171.7000
ACET	275	_____	CR	0040.7000
Shadow Mountain LID	530	_____	CR	0110.7000
MC Local Marketing District	231	<u>\$16,000.00</u>	CR	0050.7000
To Fund				
Warrant		<u>\$5,458,171.53</u>	DR	

Adopted this 26th day of November, 2024

\_\_\_\_\_  
Chairman



## CLINIC AND WELLNESS SERVICES AGREEMENT

This **CLINIC AND WELLNESS SERVICES AGREEMENT** (the "Agreement"), dated effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), is entered into by and between Yampa Valley Medical Center d/b/a UCHHealth Yampa Valley Medical Center, a Colorado nonprofit corporation ("YVMC") and the Moffat County Board of County Commissioners, for Moffat County, Colorado, a body corporate and politic (Hereafter referred to as "BOCC" or "Moffat County"). YVMC and BOCC are the Parties to this Agreement.

### RECITALS

BOCC has authority to act on behalf of Moffat County, Colorado, and to acquire the services described in this Agreement under the provisions of Section 30-11-101, *et seq.*, C.R.S., as amended.

BOCC desires to arrange for the provision of certain outpatient health and wellness services and provide an on-site wellness clinic ("Wellness Clinic" or "Clinic") to serve its elected officials, employees, their eligible spouses, their eligible dependents, COBRA participants, and eligible retirees (hereinafter, "Qualified Users").

YVMC provides certain outpatient health care evaluation and wellness services, laboratory services, and pharmacy services (collectively the "Services", as further defined below).

YVMC employs or contracts with Advanced Practice Providers who are licensed and qualified to perform Clinic Services (as defined below) under this Agreement ("APP"), and other qualified personnel to perform the Wellness Services (as defined below) under this Agreement.

BOCC desires to engage YVMC to provide the Services, and YVMC is willing to provide those Services to BOCC on an independent contractor basis.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

### TERMS OF THE AGREEMENT

#### SECTION 1.

#### SERVICES TO BE PROVIDED

- A. General. YVMC will provide BOCC with the Services described in this Agreement for Qualified Users. The Services include "Clinic Services" described in Exhibit A, attached hereto and incorporated herein by reference, "Wellness Services" described in Exhibit B, attached hereto and incorporated herein by reference, "Laboratory Services," described in Exhibit C, attached hereto and incorporated herein by reference, and "Pharmacy Services," described in Exhibit D, attached hereto and incorporated herein by reference. Services set forth in these Exhibits

may, at any time, be amended or supplemented by written agreement of the Parties.

**B.** Quality of Services. YVMC agrees to cooperate fully with BOCC in reviewing the quality and cost effectiveness of the Services provided under this Agreement. YVMC agrees to provide professional services at least equal to the standards of community-based primary care providers extant in Colorado. YVMC shall, and shall cause its staff to provide Services in a manner which maintains patient confidentiality in compliance with state and federal law.

**C.** APP Qualifications and Supervision.

**a.** It shall be the responsibility of YVMC to ensure that the APP providing Clinic Services hereunder is qualified and competent to render such Clinic Services during the term of this Agreement. YVMC agrees that APP providing Clinic Services hereunder:

- i.** is appropriately licensed in good standing under Colorado law;
- ii.** is a credentialed member of the YVMC medical staff;
- iii.** meets all requirements for continuing education and peer review in Colorado;
- iv.** is subject to physician supervision in accordance with Colorado law; and
- v.** provides Clinic Services in accordance with all applicable state, federal and local laws and regulations, and with the requirements of the Benefit Plan communicated to YVMC by the BOCC.

**b.** It shall be the responsibility of YVMC to ensure that the supervising physician is qualified and competent to render such services during the term of this agreement. YVMC agrees that the supervising physician:

- i.** is appropriately licensed in good standing under Colorado law;
- ii.** is a credentialed member of the YVMC medical staff;
- iii.** meets all requirements for continuing education and peer review in Colorado; and
- iv.** supervises the APP in accordance with all applicable state, federal, and local laws and regulations, and with the requirements of the Benefit Plan communicated to YVMC by the BOCC.

**D.** Other Staff Qualifications.

**a.** YVMC shall provide such other staff as is reasonably necessary to fulfill its obligations under this Agreement in providing the Services. YVMC shall ensure that that any staff providing Services under this Agreement is qualified and competent to render such Services, and supervised in accordance with Colorado law.

- E. Record Maintenance. YVMC will create and maintain records of Clinic Services, Wellness Services, Laboratory Services and Pharmacy Services provided to Qualified Users in accordance with applicable laws and YVMC policies, (the "Patient Records"). During the term of this Agreement and following termination, the Patient Records will be made available to Qualified Users in accordance with applicable laws and YVMC policies.
- F. Duties and Obligations of BOCC and YVMC regarding Wellness Clinic. BOCC shall provide all space, equipment (as listed in Exhibit F) and supplies required by APP to furnish Clinic Services pursuant to this Agreement, unless otherwise agreed to by the parties. The Wellness Clinic will include (i) a sink for hand washing, (ii) a table and chairs, (iii) a restroom within close proximity, (iv) secure locked storage for supplies, equipment, and pharmaceuticals, (v) a private room or area for physical examinations with an examination table, and (vi) secure internet access. If any equipment and/or supplies are provided by YVMC and/or APP, such equipment and supplies shall remain at all times the exclusive property of and for exclusive use by YVMC and/or APP. Without limiting the foregoing, BOCC shall supply the necessary utilities, janitorial services, and support services reasonably necessary to allow APP to provide the Clinic Services at the Clinic. YVMC and APP will use such Clinic space, utilities and support services solely for the purpose of fulfilling its duties under this Agreement. BOCC agrees that YVMC shall be permitted to utilize the current telephone number located at the Wellness Clinic (970-875-2626), and YVMC agrees that said phone number shall revert back to BOCC at the termination of this Agreement or any subsequent renewal of this Agreement. The physical location of the Wellness Clinic shall be determined by BOCC.
- G. Use of Clinic by Others. BOCC reserves the right to utilize the Clinic for such other persons and organizations as it may decide. BOCC will not permit such other persons or organizations to use or access YVMC's locked storage or equipment. YVMC shall not offer services or provide care or services in the Wellness Clinic to any persons other than to Qualified Users as provided herein.
- H. Access to Clinic for Inspection and Emergencies. YVMC shall provide access to the BOCC or its staff at reasonable times for the purpose of inspecting the same for compliance with this Agreement. The BOCC shall have sole discretion to decide a reasonable time for such inspection and shall seek to enter the Wellness Clinic during normal business hours unless there is an emergency, in which case BOCC or its staff shall be permitted to enter said Clinic to address the emergency.

## SECTION 2. COMPENSATION

- A. The amount to be expended pursuant to this Agreement for Clinic Services and Wellness Services from January 1, 2025 through December 31, 2025, shall be Four

Hundred Thirty Thousand Dollars (\$430,000). BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein for the first year of this Agreement. Financial obligations of Moffat County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

- B. Clinic Services and Wellness Services. Compensation paid by BOCC to YVMC under this Agreement for Clinic Services and Wellness Services shall be: First year compensation total of Four Hundred Thirty Thousand Dollars (\$430,000). Year two compensation total of Four Hundred Fifty-Seven Thousand Dollars (\$457,000). Year three compensation total of Four Hundred Eighty Thousand Dollars (\$480,000).
- C. Laboratory Services. Compensation for Laboratory Services performed under this Agreement is set forth in Exhibit C, and BOCC shall reimburse YVMC for such Laboratory Services in accordance with the fee schedule set forth in Exhibit C.
- D. Pharmacy Services. Available Medications shall be prescribed by the APP in the Clinic as allowed under the current scope of practice and BOCC shall reimburse YVMC for such Available Medications at cost.
- E. Invoices. On a monthly basis, YVMC will directly invoice the BOCC for the Clinic, Wellness, Pharmacy and Laboratory Services provided under this Agreement.
- F. Non-Appropriation: Each Party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of BOCC under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of Moffat County's monies. Notwithstanding any termination, Moffat County shall remain liable for any amounts for prior services provided and not paid.

### SECTION 3. TERM AND TERMINATION

- A. Term. The term of this Agreement shall commence on the Effective Date and shall continue for three (3) years through December 31, 2027, unless terminated sooner as provided for below. This Agreement is subject to annual appropriations by BOCC pursuant to Colorado law. Should the Parties agree to renew this Agreement after December 31, 2027, they shall enter into a written agreement on

or before a date that is ninety (90) days before the expiration of that term.

- B. Without Cause Termination. Either Party may terminate this Agreement without cause at any time by giving at least ninety (90) days' prior written notice to the other Party.
- C. With Cause Termination. A non-breaching Party may terminate this Agreement for cause upon failure of the other Party to perform any material duty required under the terms of this Agreement if such failure is not corrected by the breaching Party within thirty (30) days after receipt of written notice of such default.
- D. Effect of Termination. In the event this Agreement is terminated for any reason, as set forth herein, all obligations of either Party shall cease on the date of such termination; provided however, that nothing contained herein shall relieve BOCC of the obligation to pay for Services provided by YVMC prior to the date of termination or shall relieve the Parties of obligations expressly made to extend beyond the term of this Agreement. The Parties' obligations with regard to HIPAA compliance as set forth in Section 5 C of this Agreement shall extend beyond the term of this Agreement.

#### SECTION 4. CONFIDENTIALITY

- A. Proprietary Business Information. YVMC acknowledges that YVMC may have access to confidential and proprietary business information regarding BOCC in connection with providing Services under this Agreement. YVMC agrees that it will, and will cause its employees and agents to treat any such information it has access to in a confidential manner and to not disclose the information to third parties, except as strictly necessary to provide Services, without prior approval of BOCC.

#### SECTION 5. GENERAL PROVISIONS

- A. Relationship of the Parties. It is expressly understood and agreed that, in the performance of Clinic Services by YVMC and its staff under this Agreement, YVMC and its staff are and must at all times act as independent contractors with respect to BOCC, and YVMC staff shall not be considered employees or agents of Moffat County. Furthermore, the Parties agree:
  - a. YVMC will be solely responsible for all federal and state income tax and withholdings, and all costs of health and other benefits for its employees;
  - b. YVMC and its staff will have no claim under this Agreement or otherwise against BOCC for employee benefits, including but not limited to vacation

pay, sick leave, retirement benefits, disability benefits, unemployment compensation benefits, worker's compensation benefits or other employee benefits of any kind;

- c. BOCC will not withhold on behalf of YVMC any sums for income tax, unemployment insurance, social security, or any other withholding or self-employment taxes of whatsoever kind or nature (or associated penalties and assessments or interest) that may be due or assessed by any governmental entity or agency pursuant to any law or requirement of any governmental body including those that may apply under Section 409A of the Code; and
- d. YVMC will maintain insurance to protect adequately against risks and claims arising out of its performance of Services under this Agreement, including insurance required under the Worker's Compensation Act and unemployment insurance.

**B.** Insurance. YVMC and BOCC shall, at each Party's sole cost and expense, procure, keep, and maintain throughout the term of the Agreement, insurance coverage in the minimum amounts of: One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate for both professional liability and commercial general liability. Such coverage may be provided through a self-funded plan. In addition to the coverage specifically listed herein, each Party shall maintain any other usual and customary policies of insurance applicable to cover its obligations under this Agreement. By requiring insurance herein, each Party does not represent to the other Party the coverage and limits will necessarily be adequate to protect the Party. YVMC and BOCC shall, upon request, provide each other with proof of insurance stating the level of insurance coverage.

YVMC represents and warrants that it will direct all of its insurance carriers referenced in this Agreement to waive subrogation in favor of the BOCC and its insurers. Further, YVMC represents and warrants that it will ensure that the BOCC is listed as an additional insured under its general liability insurance policy.

**C.** HIPAA Compliance. YVMC and BOCC agree that each Party shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and their implementing regulations, as amended from time to time ("HIPAA"), to the extent applicable to the Services.

**D.** HIPAA Indemnification. YVMC hereby indemnifies and holds BOCC harmless from any liability resulting from any violations of the HIPAA Privacy Rule, the HIPAA Security Standards, and the HIPAA Standards for Electronic Transactions adopted by the United States Department of Health and Human Services pursuant to HIPAA caused solely by YVMC, including reasonable costs and attorney fees incurred by BOCC in defending any such third party claims of violation. YVMC agrees to safeguard protected health information provided by BOCC to ensure that

such protected health information, as stored and disseminated by YVMC, does not violate the HIPAA Privacy Rule, the HIPAA Security Standards, and the HIPAA Standards for Electronic Transactions adopted by the United States Department of Health and Human Services pursuant to HIPAA.

- E.** Records. YVMC shall maintain a complete file of all records, documents, and other materials that pertain to the operation of the Wellness Clinic or the delivery of services under this Agreement. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, supplies and services, and other costs of whatever nature for which a payment was made. YVMC agrees to permit the BOCC or its designee to perform audits and/or inspections of its records at any reasonable time during the term of this Agreement and for a period of six (6) years following the termination of this Agreement, as may be reasonably required in order to ascertain, document, or substantiate YVMC's performance and activities, and to the extent such audits or inspections do not violate any HIPAA Privacy Rule or any other state or federal law or regulation.
- F.** Notices. Any and all notices or other communications provided for in this Agreement shall be given in writing by registered or certified mail, return receipt requested, directed to the address shown below, unless notice of a change of address is furnished.

To Moffat County: Rachel Bower  
Director of Human Resources  
Moffat County  
1198 West Victory Way, Suite 111, Craig, CO 81625  
Phone: 970-824-9108  
Email: rbower@moffatcounty.net

To YVMC: Ryan Larson  
Director, Clinic Operations  
UCHealth Yampa Valley Medical Center  
1024 Central Park Drive, Steamboat Springs, CO 80487  
Phone: 970-871-1172  
Email: ryan.larson@uchealth.org

SECTION 6.  
RESPONSIBILITY FOR CLAIMS.

- A.** YVMC Claims. YVMC shall be liable for any and all claims, costs and expenses arising from or out of any negligent act or omission of YVMC, its employees or agents, in the performance of its obligations under this Agreement.
- B.** BOCC Claims. BOCC shall be liable for any and all claims, costs and expenses arising from or out of any negligent act or omission of BOCC, its employees or

agents, in the performance of its obligations under this Agreement.

- C. **Indemnification.** Except to the extent of anything arising out of the negligent acts of the BOCC or its employees, YVMC shall indemnify, defend, and hold the BOCC harmless from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgment and expenses (including, without limitation, attorneys' fees) incurred in connection with or arising from YVMC's rights, responsibilities, actions, inactions or in any way arising out of this Agreement.

To the extent permitted by law, the BOCC agrees to indemnify and hold harmless YVMC, and its officers, employees and agents, from any and all claims, demands, damages, and actions of any kind brought by anyone, which may arise out of a result from the negligent misconduct of BOCC, or its officers, employees and agents.

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.

- D. **Cooperation.** Each Party agrees to use its commercially reasonable best efforts to cooperate in the investigation, mitigation, defense, and settlement of any third-party claim subject to this Section 6 and to permit the cooperation and participation of the other Party in any such claim or action, including the sharing of legal counsel where practicable. Each Party agrees to promptly notify the other Party of the occurrence of any event or material developments or amounts due respecting any claims against that Party.
- E. **Action Limitation.** No action, regardless of from, arising out of any transaction under this Agreement may be brought by either Party more than two (2) years after the injured Party has actual knowledge of the occurrence which gives rise to the cause of such action.

#### SECTION 7. MISCELLANEOUS

- A. **Third Party Rights.** This Agreement is intended solely for the mutual benefit of the Parties, and is not intended to benefit any other person or entity. It is not intended that any provision of this Agreement be used by any other person or entity, including but not limited to employees, patients, or Qualified Users, or representatives of patients, Qualified Users or employees, to impose any obligation, duty or standard of care upon either of the Parties.
- B. **Designation of Representative.** Each Party shall designate an individual to whom the other Party shall report and upon whose authority each Party will be entitled to rely for any needed directions and approvals. The Human Resources Director is

the Designated Representative for the BOCC, but said Director's authority is limited by Moffat County policy which states that contracts, leases, rental, memorandums of understanding or any other agreements of any kind that are binding on the County can only be signed by the Board of County Commissioners. The Director of Clinic Operations is the Designated Representative for YVMC.

- C. Amendments and Waivers. No change or modification of any part of this Agreement, including this paragraph and any Exhibits to the Agreement, shall be valid unless the same shall be in writing and signed by both YVMC and BOCC. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or Party against whom charged.
- D. Agreement Not Assignable. Neither Party may transfer, assign or otherwise convey its rights or obligations under this Agreement without the written consent of the other Party, and any attempt to transfer, assign or otherwise convey any rights or obligations in violation of this Section shall be void; provided, however that YVMC may assign, in whole or in part, its rights and obligations under this Agreement to any entity which it controls, is controlled by, or which is under common control with YVMC or any successor organization thereto.
- E. Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- F. Venue and Governing Law. Venue for any and all legal action regarding this Agreement shall lie in the District Courts of Moffat County, Colorado, and this Agreement shall be governed by the laws of the State of Colorado.
- G. Immigration Compliance. To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 *et seq.*, the following provisions shall apply: YVMC shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. In addition, YVMC shall not enter into a contract with a subcontractor that fails to certify to YVMC that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. If YVMC obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, YVMC shall notify the subcontractor and BOCC within three (3) days that YVMC has actual knowledge that the subcontractor is employing or contracting with an illegal alien. Furthermore, YVMC shall terminate such subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. Except that YVMC shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. YVMC certifies that, prior

to executing this Agreement, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the "E-verify Program"), or the employment verification program administered by the Colorado Department of Labor and Employment (the "Colorado Verification Program"). YVMC shall not use either the E-verify Program or the Colorado Verification Program procedures to undertake pre-employment screening of job applicants while performing this Agreement. YVMC shall comply with all reasonable requests by the Colorado Department of Labor and Employment made in the course of an investigation undertaken pursuant to the authority established in C.R.S. § 8-17.5-102(5).

- H. Authority. Each person signing this Agreement represents and warrants that he or she is fully authorized to enter into and execute this Agreement and to bind the Party he or she represents to the terms and conditions there.
  
- I. Entire Agreement. This Agreement, including the Exhibits referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

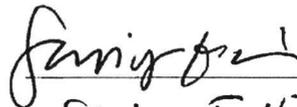
MOFFAT COUNTY BOARD OF COUNTY  
COMMISSIONERS

UCHEALTH YAMPA VALLEY  
MEDICAL CENTER

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

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



\_\_\_\_\_  
Soniya Fidler

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
President

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

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## EXHIBIT A

### CLINIC SERVICES

1. Clinic Services. YVMC, through the APP and/or Medical Assistant, shall provide all necessary and appropriate professional services within the scope of practice their practice under Colorado law, consultative services, and all related support services as required by Qualified Users treated at the Wellness Clinic. Clinic Services shall be provided in a high quality, safe, responsive, compassionate, and cost-effective manner. Clinic Services include the following, by way of illustration and without limitation:
  - a. Routine exams, screenings, vaccinations, and immunizations.
  - b. Acute, physicians' office level of care (ear infections, cold, flu, muscle sprains, respiratory infections, strep throat, sinus infections, lacerations repair, etc.)
  - c. Subject to applicable law, issuing of valid prescriptions by a licensed prescriber for FDA approved treatments. Where a prescription is authorized for drugs appearing on the County provided formulary as defined in **Exhibit D**, APP may furnish drugs directly to patients in the Wellness Clinic, in accordance with applicable law.
  - d. Occupational health visits (worker's compensation).
  - e. Managing medication compliance by Qualified Users.
  - f. Chronic care maintenance follow-up.
  - g. Individualized plans to reduce risk factors.
  - h. School/sports/camp/CDL physicals.
  - i. Smoking cessation and weight management support.
  - j. Diabetic and blood pressure management.
  - k. Disease Management.
  - l. Mental health screening and referrals.
  - m. Musculoskeletal consultation.
  - n. Drug/Alcohol Testing

2. Hours. YVMC shall cause the APP and/or the Medical Assistant to be available to provide Clinic Services thirty-two (32) hours each week during Moffat County's hours of operation, for forty-eight (48) weeks per contract year, in accordance with a schedule mutually agreed upon between the Parties.

Availability: If the APP and/or Medical Assistant become unavailable to provide Clinic Services for any reason, YVMC will work diligently to identify and provide such other APP and/or Medical Assistant. In such event, the parties will readjust schedules as necessary to allow for identification of a new Medical Professional and/or APP.

Closure for County Observed Holidays (Dates established beginning of each year)
New Year's Day
MLK Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Additional Christmas Day (either day before or after Christmas)

3. Clinic Location. Clinic Services, Laboratory Services, and Pharmacy Services shall be provided at a location or locations in Moffat County designated by BOCC.
4. Appointments. YVMC, through its staff, shall be responsible for scheduling appointments to provide Clinic Services for Qualified Users at the Wellness Clinic, during the APP and/or Medical Assistant's scheduled hours, using YVMC's appointment scheduling system.
5. APP and/or Medical Assistant. YVMC will provide an APP and/or Medical Assistant to provide Clinic Services to Qualified Users at the Wellness Clinic.
  - a. Duties: YVMC shall assign a qualified APP(s) who shall be responsible for such duties as assigned to him or her from time to time by YVMC to execute this contract. YVMC shall ensure that the APP shall make himself or herself available to provide medical services to and treat patients under this contract. YVMC agrees that the APP, while assigned to the Wellness Clinic, hereby agrees to devote his or her full working time and attention, together with the APP's best endeavors and skill, for the interest, benefit and best advantage of YVMC's responsibilities and for the patient and shall provide services on behalf of YVMC in a manner that shall maintain the quality and

productivity of the medical practice. The APP shall provide all professional medical services in accordance with the policies and procedures established by YVMC, applicable laws and regulations including licensing requirements and the terms and conditions of the APP's medical license, applicable requirements of YVMC's accrediting body and appropriate standards of care. The APP shall utilize YVMC's electronic health record system(s). YVMC agrees that the APP will not refuse to treat a patient and will not discriminate with respect to quality of care of a patient or otherwise on the basis of such patient's race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, disability or medical condition, participation in a government health care program, or as otherwise provided by law.

- b. Patient Care: Nothing in the Agreement shall be interpreted to allow YVMC to limit or otherwise exercise control over the APP's independent professional judgment in the practice of medicine or diagnosis or treatment of patients or to require the APP to refer exclusively to YVMC or YVMC's employed physicians. The APP shall not be required to make any such referrals if the patient expresses a preference for a different provider, practitioner, or supplier; the patient's insurer determines the provider, practitioner, or supplier; or the referral is not in the patient's best interest in the APP's judgment.
  
- c. Performance Standards: In performing services under this Agreement, YVMC shall ensure that the APP shall comply with the following Performance Standards:
  - i. Promote cooperation and teamwork among other providers and other employees and personnel of Moffat County;
  - ii. Develop standardization of practices and procedures;
  - iii. Attend all required management meetings;
  - iv. Assist as requested in the efficient and effective day to day management of the Wellness Clinic;
  - v. Respond to patient and referring provider needs and concerns regarding patient diagnosis and treatment as expeditiously as reasonably possible;
  - vi. Adhere to all Policies and Procedures adopted by YVMC, including without limitation medical record documentation and coding accuracy standards;
  - vii. Adhere to such other performance standards as established by YVMC from time to time;
  - viii. Adhere to YVMC's Code of Conduct, conflict of interest policies and compliance program requirements;
  - ix. Observe and comply with all rules, regulations, and policies and procedures established by YVMC; and
  - x. Adhere to all laws protecting the confidentiality of patient

information including but not limited to the Health Insurance Portability and Accountability Act and the related regulations set forth in 45 CRT Parts 160 and 164 ("HIPAA").

6. **Reports.** YVMC shall produce the following reports for Moffat County as well as other reports as Moffat County reasonably requests and as YVMC has the programming capabilities to comply. YVMC shall charge Moffat County a reasonable programming charge for reports other than the ones listed below. The form and substance of additional request reports shall be as mutually agreed to by YVMC and Moffat County. All reports shall be HIPAA compliant. YVMC's ability to comply with this Section is based entirely on Moffat County or Moffat County's Benefit Plan supplying the data elements reasonably agreed upon by the parties.
  - a. YVMC shall provide insurance cost claims impact statements four (4) times per twelve (12) month period.
  - b. YVMC shall provide top ten (10) diagnoses and top ten (10) prescription utilization reports on a monthly basis.
  - c. Additionally, YVMC shall provide clinic utilization and activity reports and summary data related to the Clinic participants' compliance with the frequency guidelines recommended for the number of risk factors currently identified during the health assessment(s).
  - d. No Protected Health Information shall be included in reports generated by YVMC except in a de-identified format in compliance with 45 CFR 164.514 by YVMC, without the prior written consent of the Qualified Users in the form of a HIPAA-valid authorization or in accordance with HIPAA.

**EXHIBIT C**  
**LABORATORY SERVICES**

1. Clinic Laboratory Services. As part of the Clinic Services, and within the scope of practice for an APP under Colorado law, the APP may order certain Laboratory Services for Qualified Users. Certain Laboratory Services may be performed at YVMC. YVMC will invoice Moffat County for Laboratory Services provided under the Agreement at YVMC, and Moffat County will reimburse YVMC for such Laboratory Services in accordance with the fee schedule as updated annually. Prices reflect actual pass-through charge amounts. YVMC will provide Moffat County a copy of the fee schedule every July.
  
2. Lab Services. Utilization is based on Moffat County Qualified User utilization. Prices reflect actual pass-through charge amounts.

## EXHIBIT D

### PHARMACY SERVICES

1. Pharmacy Services. As part of the Clinic Services, and as included in the scope of practice for an APP under Colorado law, the APP may prescribe certain medications to Qualified Users.
  - a. YVMC will maintain inventory of medications available and in-stock at the Wellness Clinic (“In-Stock Medications”). YVMC will provide the In-Stock Medication to the Qualified User and invoice Moffat County at cost.
  - b. If a medication prescribed by the APP is not available at the Wellness Clinic (“Out-of-Stock Medications”), Qualified Users shall be able to obtain a written prescription from the APP and shall be able to obtain such Out-of-Stock Medications at any pharmacy they choose, subject to their insurance deductible and/or copay.
  - c. The APP shall conduct a monthly review of pharmacy utilization and what is needed by Qualified Users and will consider modification of the “In-Stock Medications.”
2. Pharmacy Services Fee Schedule. Utilization is based on Moffat County Qualified User utilization. Prices reflect actual pass-through charge amounts. Pharmacy services may change based on the continual review process of utilization and what is needed by Qualified Users. YVMC will provide Moffat County a copy of the fee schedule every July.

**EXHIBIT E**  
**Equipment that YVMC Will Provide**

YVMC shall provide the following equipment:

- Printer/Copier/Fax
- Computer/Laptop
- AED
- Vitals Cart
- Otoscope
- Additional items to be determined by both parties

**EXHIBIT F**  
**Equipment that Moffat County Will Provide**

Moffat County shall provide the following equipment:

- Phone
- Internet Access
- Exam Room Equipment
  - Exam Beds
  - Chairs
  - Glove Storage
  - Sharps Containers
  - Exam Light
- Scale
- Waiting room chairs
- Fire extinguisher
- Additional items to be determined by both Parties

## AGREEMENT

**This CONTRACT OF SERVICES AGREEMENT** (“Agreement”) made this 8th day of October 2024 by and between the Board of County Commissioners of Moffat County, Colorado (“BOCC”) and Masterworks Mechanical (“Contractor”), whose address is 461 Yampa Avenue, Craig CO 81625 and whose telephone number is 970-824-4840.

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

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

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

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

### **Article 1 - Scope of Work.**

The Contractor shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, to replace a boiler at the Moffat County Fairgrounds as described in Exhibit A below.

Exhibit “A” – Masterworks Quote q1692

The Parties agree and warrant that this Agreement shall take precedence if there is any conflict between it and Exhibit A and any attachments or exhibits to Exhibit A including the Terms and Conditions to Exhibit A.

### **Article 2 - Time of Performance.**

2.1 Services of the Contractor shall commence on 10/8/2024, and shall be substantially completed on or before 11/30/2024, no matter the date of execution of this Agreement.

### **Article 3 Compensation/Appropriation.**

3.1 The amount to be expended pursuant to this Agreement shall be Nineteen Thousand Five Hundred Dollars and no/100 cents (\$19,500.00) subject to additions and deductions pursuant to authorized change orders. The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

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

- 3.3 LIQUIDATED DAMAGES: BOCC and CONTRACTOR recognize that time is of the essence of this Agreement and that BOCC will suffer financial loss if the work is not substantially complete within the time specified in paragraph 2.1 above. They also recognize the delays, expense, and difficulties involved in proving a legal or arbitration proceeding the actual loss suffered by BOCC if the work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC One Hundred dollars (\$100.00) for each day that expires after the time specified in paragraph 2.1 for substantial completion until the work is substantially complete.

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

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

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

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

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

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

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

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

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

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

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

7.1 Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.

7.2 None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

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

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

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

The Contractor shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in Exhibit A and any attachments or exhibits to Exhibit A including the Terms and Conditions to Exhibit A.

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

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

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

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

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

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

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

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

Waiver of Subrogation. Any policy of insurance procured by Contractor under this Agreement shall contain a clause denying the insurer(s) the right of subrogation against Moffat County and Contractor shall likewise provide evidence to Moffat County of such waiver of subrogation in favor of Moffat County.

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

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

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

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

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

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

### 13.01 Notice of Defects

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

### 13.02 Acknowledgement of Notice by Contractor

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

### 13.02 BOCC May Stop the Work

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

### 13.03 Correction or Removal of Defective Work

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

### 13.05 Correction Period

- A. If within 30 days after the date for time of performance or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the BOCC's property or areas made available for Contractor's use by BOCC is found to be defective, Contractor shall promptly, without cost to BOCC and in accordance with BOCC's written instructions:
  - 1. Correct such defective Work; or
  - 2. if the defective Work has been rejected by BOCC, remove it from the Project, if possible, and replace it with Work that is not defective, and
  - 3. satisfactorily correct or repair or remove and replace any damage to other work, to the work of others, or to BOCC's property.
- B. If Contractor does not promptly comply with the terms of BOCC's written instructions, or in an emergency where delay would cause serious risk of loss or damage, BOCC may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages arising out of or relating to such correction or repair or such removal and replacement will be paid by Contractor.

### 13.06 Acceptance of Defective Work

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

### 13.07 BOCC May Correct Defective Work

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

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

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

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

### Article 14 Termination for Cause.

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

### 14.02

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's violation in any substantial way of any provisions of the Contract Documents.

- B. If one or more of the events identified in Paragraph 14.02.A occur, BOCC may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:
1. Exclude Contractor from the Site, and take possession of the Work.
  2. Incorporate in the Work all materials and equipment stored at the Site or for which BOCC has paid Contractor but which are stored elsewhere; and
  3. Complete the Work as BOCC may deem expedient.
- C. If BOCC proceeds as provided in Paragraph 14.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed.
- D. Notwithstanding Paragraphs 14.02.B and 14.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by BOCC, the termination will not affect any rights or remedies of BOCC against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by BOCC will not release Contractor from liability.

**Article 15 - Termination for Convenience.**

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

**Article 16 - Conflict of Interest.**

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

**Article 17 - Modifications.**

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

**Article 18 - Governing Law.**

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

**Article 19 - Severability.**

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

**Article 20 - Notices.**

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

BOCC's Representative:

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

Contractor:

Masterworks Mechanical  
461 Yampa Avenue  
Craig, CO 81625  
(970)-824-4840

**Article 21 - Headings.**

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

**Article 22 - Authority.**

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

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

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

**Article 24 - Force Majeure.**

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

**Article 25 - Integration of Understanding.**

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

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

BOARD OF COUNTY COMMISSIONERS  
MOFFAT COUNTY, COLORADO

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

ATTEST:

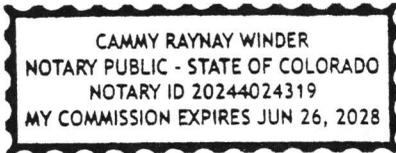
\_\_\_\_\_  
Clerk to the Board

CONTRACTOR:  
Masterworks Mechanical

By: *Vic Updike*  
Vic Updike

STATE OF Colorado  
COUNTY OF Moffat ) ss.

The foregoing instrument was acknowledged before me this 1 day of October, 2024 by  
Cammy Winder



*Cammy Winder*  
Notary Public  
995 Alta Vista Dr. Craig CO.  
Address of Notary Public 81625



Masterworks Mechanical Inc  
461 Yampa Avenue  
Craig, CO 81625

Phone: (970) 824-4840  
Fax: (970) 824-7520  
masterworksoffice@gmail.com  
<https://masterworksmechanical.com>

Bill to  
**Moffat County Facilities**  
1198 W Victory Way  
Craig, CO 81625

## Exhibit A

Ship to  
**Moffat County Development**  
Moffat County Fairgrounds  
640 E. Victory Way  
Craig, CO 81625

Quote #: q1692

Quote Date: 8/21/2024

Quote Expiration Date: 9/20/2024

Item	Description	Quantity	Price	Amount
HVAC Installation	Quote is for installation of a 199,000 BTU boiler to replace the existing boiler. This boiler will be a 95% efficient boiler. We will replace all the components in the boiler system including the expansion tanks, zone valves, circulator pumps, heat exchanger and side arm tank. We will install a SMART 80 side arm tank for the domestic hot water needs. We will also install a mixing valve to ensure the proper temperature of water is delivered. Quote includes all materials and labor for the boiler and sider arm installation.	1	\$19,500.00	\$19,500.00

In order to accept this work a signed proposal must be returned to our office and a 50% deposit must be made. Without both, an acceptance is not valid.  
Deposits paid by Credit Card are subject to a 2.5% surcharge.

Subtotal: \$19,500.00

Tax: \$0.00

Permit fees, taxes and freight are not included in this pricing and will be added later as applicable. This proposal may be withdrawn if not accepted within 30 days

Total: \$19,500.00

Payments: \$0.00

The Customer will be responsible for all electrical, drywall, concrete and painting needs or repairs should they arise. The above are not included in this proposal and must be arranged with an appropriate contractor.

### Authorization

I hereby authorize the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion. I additionally certify that I am fully authorized to authorize this work and commit to payment.

**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 SPL7, LLC. ("Consultant"), whose address is 1400 Ridgewood Rd, Neosho, MO 64840 whose telephone number is 970-629-3219.

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

- 1. **Effective Date of this Amendment.** The effective date of this Amendment is upon approval of the BOCC.
- 2. **Identification of Original Agreement.** BOCC and Contractor entered into a written agreement dated December 15th, 2023 (the "Agreement"), entitled "Agreement", concerning the following subject matter: Consulting Services. **That Agreement is incorporated herein by reference. Except as amended herein, this Amendment is subject to the terms of said Agreement and any previous amendments referencing said Agreement.**
- 3. **Amendments.** BOCC and Contractor now desire to amend the Agreement and the prior amendments thereto, if any, as follows:  

The County wishes to exercise its option to renew the Agreement for another one year period beginning January 1, 2025 through December 31, 2025.
- 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:**

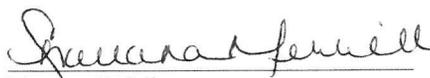
SPL7, LLC

By:   
Roy Tipton

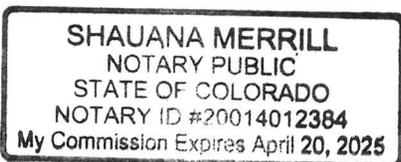
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF MOFFAT )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2023 by John E. Zimmerman.

MY COMMISSION EXPIRES: 04/20/2025

  
Notary Public

\_\_\_\_\_  
Address of Notary Public



## **CONTRACT AMENDMENT NUMBER 5**

THIS CONTRACT AMENDMENT NUMBER 5 (“Amendment”) is entered into by and between the Board of County Commissioners of Moffat County (“BOCC”) and North West Colorado Consultants, Inc. dba NWCC. (“Consultant”), whose address is 2580 Copper Ridge Drive, Steamboat Springs, CO 80487 whose telephone number is 970-879-7891.

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

### **1. Effective Date of this Amendment:**

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

### **2. Identification of Original Agreement:**

BOCC and Contractor entered into a written agreement dated December 20, 2019 (the “Agreement”), entitled “Agreement”, concerning the following subject matter: Engineering and Environmental Services for Moffat County Landfill. **That Agreement is incorporated herein by reference. Except as amended herein, this Amendment is subject to the terms of said Agreement and any previous Amendments referencing said Agreement.**

### **3. Amendments:**

**BOCC** and Consultant now desire to amend the Agreement and the prior Amendments thereto, if any, as follows:

The County wishes to exercise its option to renew the Agreement for another one-year period from January 1, 2025 through December 31, 2025.

4. The amount to be expended pursuant to this Agreement shall be Fifty Six Thousand Nine Hundred Sixty Dollars and 00/100 cents (\$56,960.00) increased from the original amount of Thirty-Three Thousand One Hundred Sixty and 00/100 cents (\$33,160.00).

An increase of Twenty Three Thousand Eight Hundred Dollars (\$23,800.00) is incurred due to mandatory requirements stated as Cell Expansion CQA Reporting (\$12,500.00), Old Landfill Assessment Technical Reporting (\$9,800.00), and Shredder Air Permitting (\$1,500.00). All of which are required by the Colorado Department of Health and Environment.

Explanations of the aforementioned increases noted as 1, 2, and 3 are described in Exhibit A attached.

The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

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



# Exhibit A



November 19, 2024

Moffat County Office of  
Development Services Director  
Attn: Neil Binder  
1198 Victory Way, Ste. 107  
Craig, CO 81625

Subject: 2025 Environmental and Engineering Services  
Budget, Moffat County Regional Landfill

Dear Mr. Binder:

As recently discussed with Dan Miller, director of the Moffat County Road Department, several regulatory activities must be conducted for the county landfill during 2025, that are not included in the typical annual engineering and environmental consulting budget. These engineering and regulatory compliance tasks are only required approximately every few years, or once in the case of Bullet Item 1, noted below. The activities not included in typical annual budgets include the following.

- 1) Landfill cell expansion construction was conducted during 2024. A Construction Quality Assurance (CQA) report, summarizing construction observations and materials testing, must be prepared and certified by a Colorado Registered Profession Engineer. The report will be submitted to the Colorado Department of Public Health and Environment (CDPHE) for approval. Following CDPHE approval, the newly constructed cell(s) may be used. Based on costs for this task conducted during the last cell expansion, NWCC recommends a budget of approximately \$12,500 for this task.
- 2) Old Landfill Assessment Monitoring Statistical Analysis Report Update. Based on the volume of data, a budget of approximately \$9,800 is recommended to complete this task.
- 3) NWCC understands that a shredder acquisition is planned. In accordance with Air Pollution Control Division regulations, air emissions permits for both the shredder plant and engine are required. It is recommended to obtain manufacturer specifications when the unit is ordered to expedite the permitting process while the equipment is being manufactured. Dust control equipment (e.g., spray bars) should be considered and is typically required under regulation. The shredder cannot legally be used until the air emissions permit is issued by the regulatory agency. A budget of approximately \$1,500 is recommended to permit the shredder.

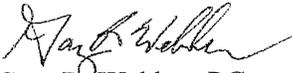
An annual budget of \$33,160 appears to have been adequate from 2020 through 2023. During 2024, the budget was increased to \$82,660 because of periodic required regulatory tasks and landfill cell expansion engineering and regulatory compliance. By comparison to 2024, the 2025 annual budget is anticipated to decrease approximately \$25,700. The recommended budget to complete routine and additional tasks noted above includes the following.

**(970) 879-7888 • Fax (970) 879-7891**  
2580 Copper Ridge Drive • Steamboat Springs, CO 80487

• Historic Annual Budget:	\$33,160
• Cell Expansion CQA Reporting:	\$12,500
• Old Landfill Assessment Technical Reporting	\$9,800
• Shredder Air Permitting:	<u>\$1,500</u>
Total:	\$56,960

The work will be conducted on a time and materials basis in accordance with the contract and NWCC will suppress costs as much as possible. The Fee Schedule is attached as Table 1 and Equipment Rates as Table 2. We look forward to continue helping Moffat County successfully meet county disposal needs and CDPHE regulatory compliance.

Sincerely,  
**NWCC, Inc.**

  
Gary R. Webber, PG  
Senior Environmental Consultant/Vice President

Attachments

Cc: Dan Miller, Moffat County Road Department  
Neil Binder, Moffat County Development Services

**Table 1**

**2025 Moffat County Regional Landfill Environmental Consulting & Engineering Services Rates**

The following describes the basis for compensation for services performed during 2024. This Fee Schedule will be effective through December 31, 2025. Each subsequent year, this Fee Schedule may be adjusted annually to reflect merit increases, economic salary increases, inflation increases, cost of living increases, and changes in the expected level and mode of operations for the new year. The new Fee Schedule will apply to existing and new assignments.

**PERSONNEL CHARGES**

The charge for all time required in performing the scope of services, including office, field, and travel time, will be in the range of hourly rates by experience level set forth below for the labor classifications indicated.

<b>Labor Classification</b>	<b>Rate/Hour</b>
Administrative Assistant	\$75.00
Staff Level - Environmental Scientist, Geologist, Engineer	\$90.00
Project Level - Environmental, Civil, Geotechnical Engineer/Environmental Consultant/Scientist	\$120.00
Senior Level Project Professional Environmental, Civil, or Geotechnical Engineer/Environmental Consultant/Certified Geologist/Project Manager I	\$140.00
Principal Level - Professional Environmental, Civil, or Geotechnical Engineer/Senior Project Manager II	\$180.00

Charges for temporary personnel under Company supervision and using Company facilities will be invoiced according to the hourly rate corresponding to their classification, if not billed as subcontractors.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time hourly rate. Overtime by non-exempt personnel will be charged at time and a half, in accordance with State Labor Laws.

Project accounting reporting and financial services, including submission of invoice support documentation, will be charged at the appropriate rate of the staff performing the work.

**OTHER PROJECT CHARGES**

Administration Fee

Direct, indirect, and subcontractor costs will be charged at cost plus 10%.

Travel and Other Direct Costs

The cost of travel (airfares, lodging, meals, rental vehicles, parking fees, baggage handling cost, etc.) or other direct cost (field supplies, report reproduction, shipping, project-dedicated equipment, etc.) will be charged at cost plus 10%. A per diem may be used for lodging and meals. The mileage charge for automotive use will be the current mileage rate established by the U.S. Internal Revenue Service.

*This fee schedule contains confidential business information. Do not disclose, copy, or distribute without written permission.*

**Table 2**  
**Equipment Rental Rates (2025)**  
**Moffat County Regional Landfill**

<b>GROUNDWATER SAMPLING EQUIPMENT</b>	<b>UNIT</b>	<b>TIME PERIOD</b>	<b>RATE</b>
<b>Pumps</b>			
ES-60 Submersible Purge Pump	Each	Daily	\$45.00
Submersible Pump	Each	Daily	\$75.00
Waterra <sup>™</sup> Inertial Pump Handle	Each	Daily	\$25.00
Waterra <sup>™</sup> 5/8 O.D. Tubing	Per Foot	N/A	\$0.38
Waterra <sup>™</sup> Foot Valve	Each	N/A	\$21.45
Waterra <sup>™</sup> Surge Block	Each	N/A	\$9.35
<b>ELECTRONIC METERS/SENSORS</b>			
Solinst 300' Electronic Water Indicator	Each	Daily	\$25.00
Heron Oil/Water Interface Probe	Each	Daily	\$50.00
Oakton Con 10 - Ph/Temp/Cond Meter	Each	Daily	\$30.00
Extech II - Ph/Temp/Cond/Sal/Tds Meter	Each	Daily	\$25.00
MultiRAE Plus Multigas Detector	Each	Daily	\$90.00
<b>DISPOSABLE SAMPLING EQUIPMENT</b>			
Waterra <sup>™</sup> VOC Sampling Tube	Per Foot	N/A	\$0.24
Waterra <sup>™</sup> 0.45 Um Groundwater Filter	Each	N/A	\$15.35
Disposable Bailer	Each	N/A	\$12.50
<b>HEALTH AND SAFETY EQUIPMENT</b>			
Half Face Respirator	Each	Daily	\$25.00
Disposable Tyvek Suits	Each	N/A	\$10.00
Disposable Nitrile Gloves	Box	N/A	\$25.00
<b>OTHER</b>			
Generator	Each	Daily	\$100.00
Metal Detector	Each	Daily	\$25.00
Global Positioning System	Each	Daily	\$10.00
Video Camera	Each	Daily	\$20.00
Digital Camera	Each	Daily	\$10.00
Lab/Office Trailer	Each	Monthly	as per bid
ATV/Snowmobile	Each	Day	\$125.00

Grantee: Moffat County Public Health  
 Project: Moffat County Public Health Safe Firearm Storage Program

DCJ Grant #: 2023-SC-24-14-09

**GRANT AWARD LETTER  
 (Intergovernmental Grant Agreement)  
 SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

**COVER PAGE**

<b>State Agency</b> Department of Public Safety, Division of Criminal Justice	<b>DCJ Grant Number</b> 2023-SC-24-14-09
<b>Grantee</b> County of Moffat	<b>Federal Unique Entity Identifier (UEI)</b> JK39NCN9VSD6
	Is this Award for Research and Development (R&D)? No
<b>Grant Issuance Date (Start Date)</b> November 1, 2024	<b>Grant Expiration Date (End Date)</b> December 31, 2025
<b>Grant Amount</b> Federal Award # 15PBJA-23-GG-00005-BSCI      \$96,500	<b>Local Match Amount</b> Federal Award # 15PBJA-23-GG-00005-BSCI      \$0.00
<b>Total Grant Funds Awarded:</b> <b>\$96,500</b>	<b>Total Match Required:</b> <b>\$0</b>
	<b>Total Grantee Match Required:</b> 0%
<b>Agreement Authority (State Authority)</b> The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507.	<b>Grant Description</b> Moffat County Public Health's (MCPH) program will provide safe, locking firearm storage to the community. By doing so, MCPH plans to meet the SCIP Board's goal of decreasing intentional and negligent gun injuries and deaths in the community and giving access to safety methods in a frontier community with limited access to resources. This program will be free and tracked through a form recipients will fill out. This ensures data is tracked and that as many households as possible receive safe storage resources. MCPH also plans to host 2 community trainings on firearm safety. These will also be free to the community and help teach safety techniques to individuals who may not otherwise have access. MCPH will provide education with each safe given out. This education will include safe handling and storage methods, suicide hotline numbers, information on reporting theft of a gun, and important local phone numbers, and a tracking sheet for serial numbers.
<b>Grant Purpose</b> The purpose of the Byrne State Crisis Intervention Program (Byrne SCIP) is to provide funding for the creation and/or implementation of crisis intervention court proceedings, extreme risk protection order (ERPO) programs/initiatives, and related gun violence reduction programs/initiatives. The Justice Assistance Grant/State Crisis Intervention Program Board selected grantee for award after a public announcement of available funds and competitive solicitation process. The Bureau of Justice Assistance subsequently authorized this subaward.	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> <li>1. Exhibit A1, Sample Option Letter.</li> <li>2. Exhibit A2, Sample Grant Funding Change Letter</li> <li>3. Exhibit B, Grant Requirements.</li> <li>4. Exhibit C, Special Conditions.</li> <li>5. Exhibit D, Statement of Work.</li> <li>6. Exhibit E, Budget.</li> <li>7. Exhibit F, Federal Requirements.</li> </ol>	
In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:	

Grantee: Moffat County Public Health  
 Project: Moffat County Public Health Safe Firearm Storage Program

DCJ Grant #: 2023-SC-24-14-09

- |   |
|---|
| <ol style="list-style-type: none"> <li>1. Exhibit F, Federal Requirements.</li> <li>2. Exhibit C, Special Conditions.</li> <li>3. The provisions of the other sections of the main body of this Agreement.</li> <li>4. Colorado Special Provisions in §17 of the main body of this Grant</li> <li>5. Exhibit B, Grant Requirements.</li> <li>6. Exhibit D, Statement of Work.</li> <li>7. Exhibit E, Budget.</li> </ol> |
|---|

**FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD**

Federal Award Office	U.S. Department of Justice (US DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA)
Grant Program	2023 BJA FY 2022-2023 Byrne State Crisis Intervention Program Formula
CFDA	16.738
Federal Award Number(s)	15PBJA-23-GG-00005-BSCI
Federal Award Date	02/13/2023
Federal Statutory Authority	Bipartisan Safer Communities Supplemental Appropriations Act, 2022 (Pub. L. No. 117-159, 136 Stat. 1313, 1339); 28 U.S.C. 530C
Total Amount of Federal Award (this is <b>not</b> the amount of this grant agreement)	\$4,564,438

Grantee: Moffat County Public Health

Project: Moffat County Public Health Safe Firearm Storage Program

DCJ Grant #: 2023-SC-24-14-09

**SIGNATURE PAGE**

**THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT**

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

<p><b>GRANTEE</b> Moffat County Public Health</p> <hr/> <p>By: Tony Bohrer, Moffat County Commissioner</p>  <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Public Safety Stan Hilkey, Executive Director</p> <hr/> <p>By: Division of Criminal Justice Matthew M. Lunn, PhD, Director</p>  <p>Date: _____</p>
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In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

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

By: \_\_\_\_\_  
By: Lyndsay J. Clelland, Grant Coordinator, Division of Criminal Justice

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

**TABLE OF CONTENTS**

COVER PAGE ..... 1  
 FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD ..... 2  
 SIGNATURE PAGE ..... 3  
 TABLE OF CONTENTS ..... 4  
 1. GRANT ..... 4  
 2. TERM ..... 4  
 3. DEFINITIONS ..... 5  
 4. STATEMENT OF WORK ..... 8  
 5. PAYMENTS TO GRANTEE ..... 8  
 6. REPORTING - NOTIFICATION ..... 9  
 7. GRANTEE RECORDS ..... 10  
 8. CONFIDENTIAL INFORMATION-STATE RECORDS ..... 10  
 9. CONFLICTS OF INTEREST ..... 12  
 10. INSURANCE ..... 12  
 11. REMEDIES ..... 12  
 12. DISPUTE RESOLUTION ..... 12  
 13. NOTICES AND REPRESENTATIVES ..... 12  
 14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION ..... 13  
 15. GOVERNMENTAL IMMUNITY ..... 13  
 16. GENERAL PROVISIONS ..... 13  
 17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) ..... 15  
 EXHIBIT A1, SAMPLE OPTION LETTER ..... 1  
 EXHIBIT A2, GRANT FUNDING CHANGE LETTER ..... 1  
 EXHIBIT B, GRANT REQUIREMENTS ..... 1  
 EXHIBIT C, SPECIAL CONDITIONS ..... 1  
 EXHIBIT D, STATEMENT OF WORK ..... 1  
 EXHIBIT E, BUDGET ..... 1  
 EXHIBIT F, FEDERAL REQUIREMENTS ..... 1

**1. GRANT**

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

**2. TERM**

**A. Initial Grant Term and Extension**

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter in accordance with **§16.D**

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the total reimbursement payable under this Grant Award Letter that corresponds to the Work satisfactorily completed, as determined by the State, less payments previously made. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice 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.

3. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. "**Budget**" means the budget for the Work described in **Exhibit E, Budget**.
- B. "**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 §24-11-101(1) C.R.S.
- C. "**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 §24-72-302 C.R.S.
- D. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- E. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

- J. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. “**Federal Award**” means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- L. “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. See Federal Award(s) Applicable to this Grant.
- M. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- O. “**Initial Term**” means the time period between the Grant Issuance Date and the Grant Expiration Date.
- P. “**Matching Funds**” means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. “**Party**” means the State or Grantee, and “Parties” means both the State and Grantee.
- R. “**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.
- S. “**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; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- T. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) 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 (ii) 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. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. “**Recipient**” means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

- V. “**Services**” means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- W. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- X. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- Y. “**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. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Z. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. “**Sub-Award**” means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- BB. “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.
- CC. “**Subgrantee**” means third-parties, if any, engaged by Grantee or Subgrantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives benefit from the work. There may be multiple tiers of subgrantees/subrecipients that do not include procurement transactions.
- DD. “**Subrecipient**” means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- EE. “**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. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- FF. “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 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.

GG. “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

HH. “**Work Product**” means the tangible and intangible results of the Work, 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, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit D** and **Exhibit E**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

#### 5. PAYMENTS TO GRANTEE

##### A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

##### B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State 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, as defined below.

##### C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in **Exhibit E, Budget**. Grantee’s obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant

Award Letter. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter 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.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, 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 receives written approval from the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold payment of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

## 6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal 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.

## 7. GRANTEE RECORDS

### A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

### B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that subcontractor or subgrantee in accordance with the Uniform Guidance, and other State procedure.

### C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then 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. CONFIDENTIAL INFORMATION-STATE RECORDS

### A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees or Subcontractors will or may receive the following types of data, Grantee or its Subgrantees and Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated

PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantees or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

**C. Use, Security, and Retention**

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. 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 Grant, 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.

**D. 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. 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.

**E. Safeguarding PII**

If Grantee or any of its Subgrantees or 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, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and

shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Grantee, including, but not limited to, Grantee's employees, agents, Subgrantees and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

## **9. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

## **10. INSURANCE**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantee or Subcontractor and as required by the State or the GIA.

## **11. REMEDIES**

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

## **12. DISPUTE RESOLUTION**

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

## **13. NOTICES AND REPRESENTATIVES**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

#### 14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

#### 15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Grant Award Letter 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.

#### 16. GENERAL PROVISIONS

##### A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent 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 Grant Award Letter.

##### B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

##### C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

##### D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, shall conform to the policies issued by the Colorado State Controller.

- i. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1, Sample Option Letter** and **Exhibit A2, Sample Grant Funding Change Letter** to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the original grant.

- ii. The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work and Exhibit E, Budget** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least **15** days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.
  - iii. The State may add or delete the goods/services described **Exhibit D, Statement of Work and Exhibit E, Budget** as long as the change does not change the overall scope of the approved grant. If the State exercises the option, it will provide written notice to Grantee at least **15** days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.
  - iv. The State may, at the State's discretion, issue an updated **Exhibit D, Statement of Work and Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to reflect changes that do not substantially change the intended purpose of the grant. The provisions of the Option Letter shall become part of and be incorporated into this Grant.
- E. Statutes, Regulations, Fiscal Rules, and Other Authority.
- Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- F. Digital Signatures
- If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Grant Award Letter by reference.
- G. Severability
- The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.
- H. Survival of Certain Grant Award Letter Terms
- Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.
- I. Third Party Beneficiaries
- Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

**J. Waiver**

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, 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.

**K. Accessibility**

- i. Grantee shall comply with and the Work Product provided under this Grant Award Letter shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

**L. Federal Provisions**

Grantee shall comply with all applicable requirements of Exhibit F at all times during the term of this Grant.

**17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)****A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.**

This Grantee shall not be valid until it has been approved by the Colorado State Controller or designee. If this Grant Award Letter is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Grant Award Letter shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5) C.R.S.**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

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

**D. INDEPENDENT CONTRACTOR.**

Grantee shall perform its duties hereunder as an independent contractor 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 Grant Award Letter. 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.**

**E. 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.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Grant Award Letter. 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 Grant Award Letter shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Grant Award Letter 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 this provision in any way shall be void ab initio. Nothing in this Grant Award Letter shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Grant Award Letter 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 Grant Award Letter 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 Grant Award Letter, including, without limitation, immediate termination of this Grant Award Letter and any remedy consistent with federal copyright laws or applicable licensing restrictions.

Grantee: Moffat County Public Health

Project: Moffat County Public Health Safe Firearm Storage Program

DCJ Grant #: 2023-SC-24-14-09

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**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507 C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant Award Letter. 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.

Grantee: Moffat County Public Health  
 Project: Moffat County Public Health Safe Firearm Storage Program

DCJ Grant #: 2023-SC-24-14-09

**EXHIBIT A1, SAMPLE OPTION LETTER**

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

1. **OPTIONS:**

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

2. **REQUIRED PROVISIONS:**

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

3. **OPTION EFFECTIVE DATE:**

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

<p style="text-align: center;"><b>STATE OF COLORADO</b>                  Jared S. Polis, Governor                  INSERT-Name of Agency or IHE                  INSERT-Name &amp; Title of Head of Agency or IHE</p> <p>By: _____                  Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>	<p style="text-align: center;">In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.  <b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____                  Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval</p> <p style="text-align: right;">Option Effective Date: _____</p>
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Grantee: Moffat County Public Health  
 Project: Moffat County Public Health Safe Firearm Storage Program

DCJ Grant #: 2023-SC-24-14-09

**EXHIBIT A2, GRANT FUNDING CHANGE LETTER**

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

**1. GRANT FUNDING CHANGE**

In accordance with §**Insert Section Number** of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

- A. The funding available for State Fiscal Year 20xx is Increased/Decreased by \$Amount of Change, because Insert Reason For Change.
- B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

**2. TERMINOLOGY**

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

**3. NO ORDER FOR WORK**

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

**4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:**

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p><b>STATE OF COLORADO</b>                  Jared S. Polis, Governor                  INSERT-Name of Agency or IHE                  INSERT-Name &amp; Title of Head of Agency or IHE</p> <p>_____                  By: Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____                  Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Grant Funding Change Letter Effective Date: _____</p>

## EXHIBIT B, GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

### 1. AUDIT REQUIREMENTS

#### A. DUE DATE:

##### I. PROJECT START:

The Grantee must submit the most recent audit or financial review, including the corresponding governance/management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

##### II. PROJECT DURATION AND END:

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

#### B. REPORT/AUDIT TYPE:

I. If your entity expended \$750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

II. *[NOT APPLICABLE TO SUBGRANTEES AS DEFINED IN §3.DD. "SUBGRANTEE"]* If your entity expends less than \$750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

1. Grantees that have revenue greater than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.
2. Grantees that have revenue less than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

#### C. REPORT/AUDIT COSTS:

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

- I. does not meet the applicable federal audit or DCJ standards;
- II. is not submitted in a timely manner; or,
- III. does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

**D. FAILURE TO COMPLY:**

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

**2. ADDITIONAL REPORTING REQUIREMENTS**

- A. In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

**3. FINANCIAL AND ADMINISTRATIVE MANAGEMENT**

- A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
- B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

**4. PROCUREMENT AND CONTRACTS**

- A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.
- B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

**5. AWARD CHANGE REQUESTS**

- A. Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

Grantee: Moffat County Public Health

Project: Moffat County Public Health Safe Firearm Storage Program

DCJ Grant #: 2023-SC-24-14-09

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### **EXHIBIT C, SPECIAL CONDITIONS**

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents, if checked, are incorporated herein.

2023 Byrne State Crisis Intervention Program (Byrne SCIP) Special Conditions

Grantee: Moffat County Public Health

Project: Moffat County Public Health Safe Firearm Storage Program

DCJ Grant #: 2023-SC-24-14-09

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**EXHIBIT D, STATEMENT OF WORK**

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

Grantee: Moffat County Public Health

Project: Moffat County Public Health Safe Firearm Storage Program

DCJ Grant #: 2023-SC-24-14-09

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**EXHIBIT E, BUDGET**

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

Grantee: Moffat County Public Health

Project: Moffat County Public Health Safe Firearm Storage Program

DCJ Grant #: 2023-SC-24-14-09

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### **EXHIBIT F, FEDERAL REQUIREMENTS**

The following federal requirements are imposed by the Federal sponsoring agency concerning special requirements of law. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

2023 Federal Requirements

The following federal requirements are required by the Colorado Office of the State Controller. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

2024 State Controller Federal Provisions

2023 – Byrne State Crisis Intervention Program (SCIP) Special Conditions  
15PBJA-23-GG-00005-BSCI – 02/13/2023

## 2023 – Byrne State Crisis Intervention Program (SCIP) Special Conditions

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to Grantees and must be passed on to subgrant award recipients.

1. The Byrne State Crisis Intervention Program (Byrne SCIP) provides funding for the creation and/or implementation of extreme risk protection order programs, state crisis intervention court proceedings, and related gun violence reduction programs/initiatives. All recipients of Byrne SCIP funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the activities require environmental analysis.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

2. Use of Program Income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Program Income Report (DCJ Form 1-B).

2023 – Byrne State Crisis Intervention Program (SCIP) Special Conditions  
15PBJA-23-GG-00005-BSCI – 02/13/2023

3. Justice Information Sharing

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the grantee (and any subgrantee at any tier) must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

4. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of DCJ and/or BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

5. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the grantee (and any subgrantee at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if DCJ and/or OJP determines this regulation to be applicable. Should DCJ or OJP determine 28 C.F.R. Part 23 to be applicable, DCJ and/or OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the grantee may be fined as per 42 U.S.C. 3789g(c)-(d). The grantee may not satisfy such a fine with federal funds.

6. Protection of human research subjects

The grantee (and any subgrantee at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

7. Confidentiality of data

The grantee (and any subgrantee at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The grantee further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

8. The grantee agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

2023 – Byrne State Crisis Intervention Program (SCIP) Special Conditions  
15PBJA-23-GG-00005-BSCI – 02/13/2023

9. The grantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
10. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
11. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. **15PBJA-23-GG-00005-BSCI** awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
12. Submission of eligible records relevant to the National Instant Background Check System  
Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the grantee (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the grantee (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the grantee may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient

2023 – Byrne State Crisis Intervention Program (SCIP) Special Conditions  
15PBJA-23-GG-00005-BSCI – 02/13/2023

compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

13. The grantee understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for direct costs associated with administering the award.
14. Grantees must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, grantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
15. Body armor - compliance with NIJ standards and other requirements.  

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if grantee uses funds under this award to purchase body armor, the grantee is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
16. The grantee agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
17. Grantee agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the grantee has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Grantees utilizing funds for FRT must make such policies and procedures available to DCJ and/or DOJ upon request.
18. Regarding medication-assisted treatment (MAT), the grantee understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of

2023 – Byrne State Crisis Intervention Program (SCIP) Special Conditions  
15PBJA-23-GG-00005-BSCI – 02/13/2023

their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

19. All grant-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals's (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if the Bureau of Justice Assistance (BJA) concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the grantee on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.
20. The grantee understands and agrees to operate any behavioral health crisis care program funded under this award in accordance with the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: <https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf>.
21. Extreme risk protection order programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay,

2023 – Byrne State Crisis Intervention Program (SCIP) Special Conditions  
15PBJA-23-GG-00005-BSCI – 02/13/2023

unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

**EXHIBIT D – STATEMENT OF WORK**

**Project Summary**

Moffat County Public Health's (MCPH) program will provide safe, locking firearm storage to the community. By doing so, MCPH plans to meet the SCIP Board's goal of decreasing intentional and negligent gun injuries and deaths in the community and giving access to safety methods in a frontier community with limited access to resources. This program will be free and tracked through a form recipients will fill out. This ensures data is tracked and that as many households as possible receive safe storage resources. MCPH also plans to host 2 community trainings on firearm safety. These will also be free to the community and help teach safety techniques to individuals who may not otherwise have access. MCPH will provide education with each safe given out. This education will include safe handling and storage methods, suicide hotline numbers, information on reporting theft of a gun, and important local phone numbers, and a tracking sheet for serial numbers.

**Project Plan**

With our grant monies, we (Moffat County Public Health) plan to continue a successful program we ran in the past. Unfortunately, we have since lost the previous funding, and can no longer operate it. We plan to provide gun safes, trigger locks, locking ammunition containers, and locking firearm boxes. With our previous grant, we were able to pass out 600 safes to families in need, and we worked with DHS, in-home nursing programs, the VA, domestic violence shelters, and local law enforcement to get them into the homes of people who needed them, along with the education packets that we made mandatory for recipients of the safes to also receive. With this money, we plan to continue that, and expand. We would like to add more info to the packets, and include placards for people to write down serial numbers and other information in case of theft. We would also like to add a few educational events that will be in person, as allowable by the grant. For example, hunter's safety, concealed carry classes with handling safety, and/or a general safety class paid for by the grant, and taught by subject matter experts. We hope to beat the outreach of the previous program, and getting safe storage methods further into the county. We also plan to provide 2 educational events for the community. We hope to continue and expand our collaboration with other community partners and get education and services for other at-risk youth and adults.

**Goals & Outcomes**

<b>GOAL 1</b>	
Goal 1	Distribution of safe gun storage supplies and information to community members will increase safe and responsible storage of firearms by 10% and will decrease intentional and negligent gun violence injuries and fatalities by 10% in Moffat County.
<b>Outcome 1.1</b>	
Outcome	Gun owners in Moffat County will be able to store their gun safely, regardless of income or status. This will prevent thefts, and access to firearms by youth and mentally ill, at-risk individuals. This will help prevent injuries and fatalities in Moffat County.

**Measurement** We will track the amount of safes purchased, having recipients fill out sign-out sheets to track the amount given away, and keep one person from returning multiple times. The data we collect will provide a tangible way to ensure the safes are being distributed to as many individuals as possible. The education will contain information on safe storage and handling of firearms and the importance of those things, crisis hotline phone numbers, information on reporting a stolen firearm, important phone numbers for local law enforcement, domestic violence programs, and suicide prevention programs, and a tracking sheet for gun owners so that serial numbers and other pertinent data for their firearms are easy to access in case of theft or loss. Data on the incidence of gun violence injuries and deaths in Moffat County will be reported when data for the State of Colorado is gathered for the year.

**Timeframe** The length of the grant 11/1/24-12/31/25

**Outcome 1.2**

**Outcome** The education we provide with each safe will help people feel empowered and knowledgeable about their firearms. The education will contain information on safe storage and handling of firearms and the importance of those things, crisis hotline phone numbers, information on reporting a stolen firearm, important phone numbers for local law enforcement, domestic violence programs, and suicide prevention programs, information on pertinent Colorado laws, and a tracking sheet for gun owners so that serial numbers and other pertinent data for their firearms are easy to access in case of theft or loss.

**Measurement** This will be tracked similarly to the safe distribution. Each gun safety item received will include the educational packet. So, although there is not a special tracking sheet for the education, they will be distributed to each person.

**Timeframe** The length of the grant 11/1/24-12/31/25

**GOAL 2**

**Goal 2** To provide 2 educational events to the public on safe storage and handling of firearms, and leveraging partnerships throughout the community to ensure that the individuals who need training the most, including children, their families, families of at-risk individuals, and the at-risk themselves, can get it free of charge.

**Outcome 2.1**

**Outcome** Providing education to the public for free. The education will include safe storage methods and safe handling. Studies show that firearm safety education is effective in

Grantee: Moffat County Public Health

Project: Moffat County Public Health Safe Firearm Storage Program

DCJ Grant #: 2023-SC-24-14-09

preventing firearm injuries and death. Especially accidental youth deaths. Studies also show that access to education in rural areas is limited, due to resources. By providing educational events, we can help close that gap and lower the amount of firearm related injuries and deaths in Moffat County.

Measurement Sign in sheets, tracking amount of people at events.

Timeframe 2 events at a time to be determined through the grant 11/01/24-12/31/25

Grantee: Moffat County Public Health  
 Project: Moffat County Public Health Safe Firearm Storage Program

DCJ Grant #: 2023-SC-24-14-09

**Exhibit E – Budget**

	Grant Funds	Match Funds	Project Total
Personnel	\$0	\$0	\$0
Supplies & Operating	\$95,500	\$0	\$95,000
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Consultants / Contracts	\$1,000	\$0	\$1,000
Indirect	\$0	\$0	\$0
<b>Total</b>	<b>\$96,500</b>	<b>\$0</b>	<b>\$96,500</b>

<b>Personnel: Budget &amp; Budget Narrative Details</b>													
Position Title	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	OT- Annual Base Salary	OT- Annual Base Salary To Be Paid By Grant Funds	OT- Annual Fringe	OT- Annual Fringe To Be Paid By Grant Funds	Total To Be Paid By Grant Funds (including overtime)
NA	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Budget Narrative and Justification:</b>													
<b>Personnel Total:</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Non-Personnel: Budget &amp; Budget Narrative Details</b>		
Budget Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification
<b>SUPPLIES &amp; OPERATING</b>		
Locking pistol safes	\$27,750	Pistol safes are approximately \$75/apiece right now. We would buy 370 of those for \$27,750
Locking rifle safes	\$60,000	Rifle safes are approximately \$200/apiece. We would buy 300 of those for \$60,000
Ammunition boxes	\$6,000	Lockable ammunition boxes are approximately \$20/apiece. We would buy 300 of those for \$6,000
Padlocks for ammo boxes	\$1,200	Padlocks are approximately \$4/apiece. We would buy 300 of those for \$1,200
Supplies for events	\$200	Rental of rooms or shooting ranges for educational events, and cost of hunter's safety cards for one event.
Educational materials	\$350	Folders, printer ink, paper, placards for serial numbers and firearm information
<b>Supplies &amp; Operating Total</b>	<b>\$95,500</b>	

Grantee: Moffat County Public Health  
 Project: Moffat County Public Health Safe Firearm Storage Program

DCJ Grant #: 2023-SC-24-14-09

<b>TRAVEL</b>		
NA	\$0	
<b>Travel Total</b>	<b>\$0</b>	
<b>EQUIPMENT</b>		
NA	\$0	
<b>Equipment Total</b>	<b>\$0</b>	
<b>CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)</b>		
Educators	\$1,000	This will be for one educator for the general gun safety and handling event. This will be used to cover any costs such as per person charges. To be paid at the time of the event.
<b>Consultants/Contracts Total</b>	<b>\$1,000</b>	
<b>INDIRECT</b>		
NA	\$0	
<b>Indirect Total</b>	<b>\$0</b>	
<b>Total Non-Personnel</b>	<b>\$96,500</b>	

**Federal Awards issued from 2023 Federal Grant Funds**

**2023 FEDERAL REQUIREMENTS**

<b>Introduction [New for 2023]</b>	<b>3</b>
<b>1. Applicability</b>	<b>3</b>
<b>2. Recipient</b>	<b>3</b>
<b>3. Ensuring Compliance of Subgrantees (subrecipients)</b>	<b>3</b>
<b>4. General Conditions</b>	<b>3</b>
A. Requirements of the award; remedies for non-compliance or for materially false statements	3
B. Applicability of Part 200 Uniform Requirements	4
C. Compliance with DOJ Grants Financial Guide	5
D. Reclassification of various statutory provisions to a new Title 34 of the United States Code	5
E. Requirements related to "de minimis" indirect cost rate	5
F. Requirement to report potentially duplicative funding	5
G. Requirements related to System for Award Management and Universal Identifier Requirements/Unique Entity Identifiers	6
H. Employment eligibility verification for hiring under the award	6
I. Requirement to report actual or imminent breach of personally identifiable information (PII)	7
J. All subawards ("subgrants") and contracts must have DCJ authorization	8
K. Specific post-award approval required to use a noncompetitive approach in any procurement contract	8
L. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and DOJ or DCJ authority to terminate award)	8
M. Determination of suitability to interact with participating minors	8
N. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events	9
O. Requirement for data on performance and effectiveness under the award	9
P. Training Guiding Principles	9
Q. Effect of failure to address audit issues	9
R. Potential imposition of additional requirements	9
S. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42	10
T. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54	10
U. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38	10
V. Restrictions on "lobbying" and policy development	10
W. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2023)	11
X. Reporting potential fraud, waste, and abuse, and similar misconduct	11
Y. Restrictions and certifications regarding non-disclosure agreements and related matters	11
Z. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)	12
AA. Encouragement of policies to ban text messaging while driving	13
BB. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency	13
CC. Right to examine documents	13
DD. Maintaining contact information	13
EE. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS	14
FF. Cooperating with DOJ Monitoring	14
GG. Required monitoring of subawards	14
HH. Safe policing and law enforcement subrecipients	14
II. Authorized Official	15
JJ. Compliance with restrictions on the use of federal funds-prohibited and controlled equipment under OJP award	15
<b>5. Financial Requirements</b>	<b>15</b>

**Federal Awards issued from 2023 Federal Grant Funds**

A. Non-supplantation	15
B. Misuse of award funds	15
C. Limitation on use of funds to approved activities	16
D. Consultant compensation rates	16
E. Limit on use of grant funds for grantees' employees' salaries	16
<b>6. Civil rights requirements associated with DOJ awards</b>	<b>16</b>
A. Civil rights laws and nondiscrimination provisions	17
B. Civil rights compliance: Access to services and benefits by individuals with limited English proficiency	18
C. Certification	18
D. Nondiscrimination provisions and the Religious Freedom Restoration Act	18
E. Overview of "Civil Rights Laws"	19
<b>7. Recipients of OVW grant dollars ONLY</b>	<b>20</b>
A. Availability of general terms and conditions on OVW website	20
B. Compliance with statutory and regulatory requirements	20
C. VAWA 2013 nondiscrimination condition	20
D. Confidentiality and information sharing	20
E. Activities that compromise victim safety and recovery and undermine offender accountability	21
F. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence	21
G. Termination or suspension for cause	21
H. Compliance with solicitation requirements	21
I. Subrecipient program income	22
J. Subrecipient product monitoring	22

## Federal Awards issued from 2023 Federal Grant Funds

### A. INTRODUCTION [NEW FOR 2023]

Each year the Division of Criminal Justice (DCJ) performs a detailed assessment of the federal legal requirements to generate this exhibit. The DCJ has incorporated these notations into this document to call out differences from prior years. Minor changes that do not change the requirement, such as typographical errors or formatting will not be noted as a change.

#### 1. APPLICABILITY

[Same as years: 2018, 2019, 2020, 2021, 2022]

The DCJ issues federal grants from two Department of Justice (DOJ) offices: the Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW). All award conditions set out below apply to both OJP and OVW funded grants, with the exception of the conditions labeled as: "Recipients of OVW grant dollars only" or "Recipients of OJP grant dollars only" which only apply to OVW funded awards.

References to the **DOJ** apply to both OJP and OVW funded grants.

Individual awards will also include special conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; the substance of the funded application; the grantee's performance under other federal awards; the grantee's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

#### 2. RECIPIENT

[Same as years: 2018, 2019, 2020, 2021, 2022]

For the purposes of this document, the term "recipient" refers to the Legal Entity Name listed on the Division of Criminal Justice (DCJ) Grant Award Document issued to a grantee receiving federal grants funds from DCJ. The term "Recipient" and "Grantee" are interchangeable within this Exhibit.

#### 3. ENSURING COMPLIANCE OF SUBGRANTEES (SUBRECIPIENTS)

[Same as years: 2018, 2019, 2020, 2021, 2022]

Grantee is responsible for notifying any subgrantee (subrecipient), issued under this grant, of all provisions herein. Grantee is responsible for monitoring any subgrantee (subrecipient) for compliance with all the provisions herein.

#### 4. GENERAL CONDITIONS

##### B. Requirements of the award; remedies for non-compliance or for materially false statements

[Same as years: 2020, 2021, 2022]

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

**OJP Awards Only: Limited Exceptions.** In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm](https://ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm)), and incorporated by reference into the award.

## Federal Awards issued from 2023 Federal Grant Funds

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Division of Criminal Justice (DCJ), Office of Justice Programs ("OJP") or Office on Violence Against Women ("OVW") taking appropriate action with respect to the recipient and the award. Among other things, the Department of Justice "DOJ" may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, and DCJ also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

### C. Applicability of Part 200 Uniform Requirements

[Same as years: 2018, 2019, 2020, 2021, 2022 - **except as highlighted**]

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY **2023** award from the DOJ.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY **2023** award supplements funds previously awarded by DOJ under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY **2023** award.

For more information and resources on the Part 200 Uniform Requirements as they relate to DOJ awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334, **200.337**.

In the event that an award-related question arises from documents or other materials prepared or distributed by the DOJ that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact DCJ promptly for clarification.

**Federal Awards issued from 2023 Federal Grant Funds****D. Compliance with DOJ Grants Financial Guide**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee agrees to comply with the current edition of the DOJ Grants Financial Guide as posted on the website, including any updated version that may be posted during the period of performance. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

**E. Reclassification of various statutory provisions to a new Title 34 of the United States Code**

[Same as years: 2018, 2019, 2020, 2021, 2022]

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to DOJ awards (that is, DOJ grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

**F. Requirements related to "de minimis" indirect cost rate**

[Same as years: 2018, 2019, 2020, 2021, 2022]

A grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements

**G. Requirement to report potentially duplicative funding**

[Same as years: 2018, 2019, 2020, 2021, 2022]

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify DCJ in writing of the potential duplication, and, if so requested by DCJ, must seek a budget-modification and change-of-project to eliminate any inappropriate duplication of funding.

**H. Requirements related to System for Award Management and Universal Identifier Requirements/Unique Entity Identifiers**

[Same as years: 019, 2020, 2021, 2022 - **except as highlighted**]

The grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

## Federal Awards issued from 2023 Federal Grant Funds

The grantee must comply with applicable restrictions on subawards Grantees, including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> and the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### I. Employment eligibility verification for hiring under the award

[Same as years: 2019, 2020, 2021, 2022]

1. The grantee (and any subrecipient at any tier) must—
  - a. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
  - b. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both —
    - (1) this award requirement for verification of employment eligibility, and
    - (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
  - c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
  - d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
2. Monitoring. The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
3. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. Rules of construction
  - a. Staff involved in the hiring process
  - b. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient)

**Federal Awards issued from 2023 Federal Grant Funds**

officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

- c. Employment eligibility confirmation with E-Verify
- d. For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
- e. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- f. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- g. Nothing in this condition, including in paragraph 4.b., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to DCJ, before award acceptance.

**J. Requirement to report actual or imminent breach of personally identifiable information (PII)**

[Same as years: 2018, 2019, 2020, 2021, 2022 - **except as highlighted**]

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR **200.1**) within the scope of an DOJ grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an DOJ Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**K. All subawards ("subgrants") and contracts must have DCJ authorization**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee, and any subrecipient ("subgrantee") at any tier, must receive approval from DCJ prior to issuing a subaward or a procurement contract under this award.

**L. Specific post-award approval required to use a noncompetitive approach in any procurement contract**

[Same as years: 2018, 2019, 2020, 2021, 2022]

**Federal Awards issued from 2023 Federal Grant Funds**

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP or OVW considers a procurement "contract" (and therefore does not consider a subaward).

**M. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and DOJ or DCJ authority to terminate award)**

[Same as years: 2021, 2022]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> and the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and DOJ authority to terminate award)), and are incorporated by reference here.

**N. Determination of suitability to interact with participating minors**

[Same as years: 2021, 2022]

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> and OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

**O. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## Federal Awards issued from 2023 Federal Grant Funds

**Recipients of OVW grant dollars only:** Additional information on the pertinent to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

### **P. Requirement for data on performance and effectiveness under the award**

[Same as years: 2020, 2021, 2022]

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to DCJ and/or DOJ in the manner (including within the timeframes) specified by DCJ in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

### **Q. Training Guiding Principles**

[Same as years: 2018, 2019, 2020, 2021, 2022]

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with DOJ award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>, or the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

### **R. Effect of failure to address audit issues**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient understands and agrees that the DCJ or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DCJ or DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

### **S. Potential imposition of additional requirements**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees to comply with any additional requirements that may be imposed by the DCJ during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DCJ high-risk grantee list.

### **T. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

### **U. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

**Federal Awards issued from 2023 Federal Grant Funds****V. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

**W. Restrictions on "lobbying" and policy development**

[Same as years: 2018, 2019, 2020, 2021, 2022 - **except as highlighted**]

In general, as a matter of federal law, federal funds awarded by DOJ may not be used by the grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

**Recipients of OVW grant dollars only:**

The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by DOJ from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ and the DOJ awarding agency (OJP or OVW, as appropriate).

**Federal Awards issued from 2023 Federal Grant Funds****X. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2023)**

[Same as years: 2021, 2022 - **except as highlighted**]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, **2023**, are set out at <https://ojp.gov/funding/Explore/FY23AppropriationsRestrictions.htm>, <https://www.justice.gov/ovw/award-conditions>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ.

**Y. Reporting potential fraud, waste, and abuse, and similar misconduct**

[Same as years: 2020, 2021, 2022 - **except as highlighted**]

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

**Z. Restrictions and certifications regarding non-disclosure agreements and related matters**

[Same as years: 2018, 2019, 2020, 2021, 2022]

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient —
  - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

**Federal Awards issued from 2023 Federal Grant Funds**

- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both --
    - a. it represents that--
      - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
      - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
    - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**AA. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the grantee is to contact the DCJ for guidance.

**BB. Encouragement of policies to ban text messaging while driving**

[Same as years: 2018, 2019, 2020, 2021, 2022]

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the

**Federal Awards issued from 2023 Federal Grant Funds**

course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**CC. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency**

[Same as years: 2019, 2020, 2021, 2022]

If the recipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to DCJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency

**DD. Right to examine documents**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee, and any subrecipient ("subgrantee") at any tier, must authorize the DCJ or DOJ awarding agency (OJP or OVW, as appropriate) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to this grant.

**EE. Maintaining contact information**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee acknowledges that it is responsible for maintaining updated contact information in the Grants Management System (GMS). To update information in GMS for either the point of contact and/or the authorized representative, the grantee must submit a Change in Project Officials (DCJ Form 4-B).

**FF. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS**

[Same as years: 2019, 2020, 2021, 2022]

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this DOJ award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of DOJ awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> and OVW web site at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

**Federal Awards issued from 2023 Federal Grant Funds**

**GG. Cooperating with DOJ Monitoring**

[Same as years: 2021, 2022]

The recipient agrees to cooperate with DCJ and DOJ monitoring of this award pursuant to DCJ and DOJ's guidelines, protocols, and procedures, and to cooperate with DCJ and DOJ (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to DCJ and DOJ all documentation necessary for DCJ and/or DOJ to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by DCJ and/or DOJ for providing the requested documents. Failure to cooperate with DCJ and/or DOJ's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

**HH. Required monitoring of subawards**

[Same as years: 2021, 2022]

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

**II. Safe policing and law enforcement subrecipients**

[Same as years: 2021, 2022]

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

**JJ. Authorized Official**

[Same as years: 2022]

The grantee understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

**KK. Compliance with restrictions on the use of federal funds-prohibited and controlled equipment under OJP award**

[New - incorporated by reference in many OJP awards made during or after May 1, 2023]

## Federal Awards issued from 2023 Federal Grant Funds

**Recipients of OVJP grant dollars only:** Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment list.”

The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds: Prohibited and Controlled Equipment under OJP awards), and are incorporated by reference here.

## 5. FINANCIAL REQUIREMENTS

### A. Non-supplantation

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

Supplanting arises when a Recipient reduces non-federal funds for an activity specifically because federal funds are available (or are expected to be available) to fund that same activity. Federal funds must be used to supplement existing State or local funds for program activities, and may not replace (that is, may not "supplant") State or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace State or local funding that is required by law.

When supplanting is prohibited, potential supplanting will be the subject of DCJ monitoring and audit. Should a question of supplanting arise, the grantee will be required to substantiate that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### B. Misuse of award funds

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

### C. Limitation on use of funds to approved activities

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees that grant funds will be used only for the purposes described in this award. The grantee must not undertake any work or activities that are not described in this award, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from DCJ.

### D. Consultant compensation rates

[Same as years: 2019, 2020, 2021, 2022]

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to DCJ a detailed justification and have such justification approved by DCJ, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per

**Federal Awards issued from 2023 Federal Grant Funds**

day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

**E. Limit on use of grant funds for grantees' employees' salaries**

[Same as years: 2019, 2020, 2021, 2022]

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the DCJ via DOJ.

**6. CIVIL RIGHTS REQUIREMENTS ASSOCIATED WITH DOJ AWARDS**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from the DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

The Grantee hereby agrees that it will comply, and all of its subrecipients ("subgrantees") will comply, with the applicable provisions of:

**A. Civil rights laws and nondiscrimination provisions**

[Same as years: 2018, 2019, 2020, 2021, 2022 - **except as highlighted**]

States and units of local government, public and nonprofit institutions of higher education, nonprofit organizations, for-profit businesses, and other recipients of DOJ grants may be subject to various federal civil rights laws for reasons *other than* their receipt of DOJ funds. Some examples include federal civil

## Federal Awards issued from 2023 Federal Grant Funds

rights laws related to discrimination on the basis of race, color, national origin, sex, religion, or disability.

Because a DOJ award is a form of "federal financial assistance," the recipients of a DOJ award (and any "subrecipient" at any tier) must comply with additional civil-rights-related requirements above and beyond those that otherwise would apply.

In general, these additional requirements fall into one of two categories:

1. Civil rights laws (sometimes referred to as "cross-cutting" federal civil rights statutes). These apply to essentially any entity that receives an award of federal financial assistance -- regardless of which federal agency awards the grant or cooperative agreement -- and encompass the "program or activity" funded in whole or in part with the federal financial assistance.
2. Nondiscrimination provisions. These are requirements or restrictions that apply to certain OJP or OVW awards -- in addition to the civil rights laws -- because they are set out in a statute that applies specifically to one or more particular OJP or OVW grant programs, or to OJP or OVW awards made under a particular legal authority. Much like the civil rights laws, these provisions apply variously to the programs, activity, or undertaking funded in whole or in part by OJP or OVW, and are described herein.
  - a. Such nondiscrimination provisions apply to some, but not all, OJP or OVW grant programs.
  - b. The nondiscrimination provisions that apply to an OJP or OVW award (above and beyond the requirements in "cross-cutting" civil rights laws) may vary from award to award, even for awards made during the same fiscal year.
  - c. Typically, no more than one of these nondiscrimination provisions will apply to any particular OJP or OVW award.

General information on the civil rights laws that apply to every OJP or OVW award, and on the nondiscrimination provisions that apply to some OJP or OVW awards, is available at <https://ojp.gov/about/ocr/statutes-regulations>.

NOTE: As discussed in more detail below, if a civil rights law or nondiscrimination provision prohibits discrimination in employment on the basis of religion, the prohibition is read together with the provisions of the Religious Freedom Restoration Act of 1993.

### **B. Civil rights compliance: Access to services and benefits by individuals with limited English proficiency**

[Same as years: 2020, 2021, 2022]

Compliance with the civil rights laws entails, among other things, taking reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to DOJ-funded programs or services. An individual with limited English proficiency is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To assist recipients of DOJ awards in meeting their obligations with respect to such individuals, DOJ has published a guidance document, available on the LEP.gov website.

### **C. Certification**

[Same as years: 2018, 2019, 2020, 2021, 2022]

## Federal Awards issued from 2023 Federal Grant Funds

Each grantee by accepting this award, certifies that it will comply (and it will require any subrecipient at any tier to comply) with applicable civil rights laws and nondiscrimination provisions. An additional DCJ Form 30, will be required prior to the disbursement of any funds.

### D. Nondiscrimination provisions and the Religious Freedom Restoration Act

[Same as years: 2022]

As noted earlier, a nondiscrimination provision that deals with discrimination in employment on the basis of religion is read together with the pertinent provisions of the Religious Freedom Restoration Act of 1993. As a result, even if an otherwise-applicable nondiscrimination provision states that a grantee or subrecipient may not discriminate in employment based on religion, a DOJ recipient or subrecipient that is a faith-based organization may consider religion in hiring, provided it satisfies particular requirements.

An DOJ recipient that is a faith-based organization and that seeks to consider religion in hiring despite an applicable nondiscrimination provision must properly execute and submit to DCJ a specific formal certification to DCJ to the effect that--

1. The grantee is a religious organization that sincerely believes that providing the programs or services funded by the DOJ award is an expression of its religious beliefs, that employing individuals of particular religious belief is important to its religious exercise, and that having to abandon its religious hiring practice to receive federal funding would substantially burden its religious exercise.
2. The grantee will not discriminate against beneficiaries (or prospective beneficiaries) of the programs or services funded by the DOJ award on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
3. The grantee will keep any explicitly religious activities separate in time or location from programs or services funded by the DOJ award.
4. The grantee will not require beneficiaries (or prospective beneficiaries) of programs or services funded by the DOJ award to attend or participate in any explicitly religious activities. Any such participation will be purely voluntary.

To make the required certification, an appropriate, authorized official of the grantee organization must execute the [Certification Regarding Hiring Practices on the Basis of Religion](#) on behalf of the grantee. A copy of the executed certification must be submitted to DCJ. The grantee must retain the signed original on file as part of its records for the DOJ award.

An DOJ recipient that executes and submits a certification that satisfies these requirements ordinarily may consider religion in hiring. Different rules may apply, however, if there is good reason to question the truthfulness of the certification, or if DCJ determines that it is necessary to restrict the recipient from considering religion in hiring to further a compelling government interest. (If DCJ makes such a determination, the DCJ may impose limitations that represent the least restrictive means of furthering the compelling government interest.)

The rules that apply to subrecipients of DOJ awards that are faith-based organizations are similar, except that the subrecipient is to submit the required certification to the grantee.

### E. Overview of "Civil Rights Laws"

[Same as years: 2022 - **except as highlighted**]

Important "civil rights laws" that apply to all federal financial assistance -- and to all recipients and subrecipients of DOJ awards made in FY **2023**, are these:

## Federal Awards issued from 2023 Federal Grant Funds

- **Section 601 of Title VI of the Civil Rights Act of 1964** (codified at 42 U.S.C. 2000d)
  - Statutory provision:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  - DOJ implementing regulation: Subparts C and D of 28 C.F.R. Part 42.
- **Section 504 of the Rehabilitation Act of 1973** (codified at 29 U.S.C. 794)
  - Statutory provision:

No otherwise qualified individual with a disability in the United States, as defined in [29 U.S.C. 705(20)], shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance[.]
  - DOJ implementing regulation: Subpart G of 28 C.F.R. Part 42.
- **Section 901 of Title IX of the Education Amendments of 1972** (codified at 20 U.S.C. 1681)
  - Statutory provision:

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance[.]
  - DOJ implementing regulations: Subpart D of 28 C.F.R. Part 42; 28 C.F.R Part 54.
- **Section 303 of the Age Discrimination Act of 1975** (codified at 42 U.S.C. 6102)
  - Statutory provision:

[N]o person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

DOJ implementing regulation: Subpart I of 28 C.F.R. Part 42.

## 7. RECIPIENTS OF OVW GRANT DOLLARS ONLY

### A. Availability of general terms and conditions on OVW website

[Same as years: 2019, 2020, 2021, 2022]

The grantee agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

### B. Compliance with statutory and regulatory requirements

[Same as years: 2018,2019, 2020, 2021, 2022]

The grantee agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of

## **Federal Awards issued from 2023 Federal Grant Funds**

2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

### **C. VAWA 2013 nondiscrimination condition**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

### **D. Confidentiality and information sharing**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The grantee also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

### **E. Activities that compromise victim safety and recovery and undermine offender accountability**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

### **F. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence**

[Same as years: 2020, 2021, 2022]

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

## **Federal Awards issued from 2023 Federal Grant Funds**

### **G. Termination or suspension for cause**

[Same as years: 2018, 2019, 2020, 2021, 2022]

DCJ or the Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until DCJ or the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

### **H. Compliance with solicitation requirements**

[Same as years: 2021, 2022]

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

### **I. Subrecipient program income**

[Same as years: 2021, 2022]

The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance.

Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Program Income Financial Report (DCJ Form 1-B) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

### **J. Subrecipient product monitoring**

[Same as years: 2021, 2022]

The recipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

**2024 State Controller Federal Provisions**

# **2024 State Controller Federal Provisions**

## **1. APPLICABILITY OF PROVISIONS.**

- 1.1. The Grant to which these Federal Provisions are attached 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 Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

## **2. DEFINITIONS.**

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
  - 2.1.2. “Entity” means:
    - 2.1.2.1. a Non-Federal Entity;
    - 2.1.2.2. a foreign public entity;
    - 2.1.2.3. a foreign organization;
    - 2.1.2.4. a non-profit organization;
    - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
    - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
    - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
    - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
  - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
  - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
  - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
  - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.
  - 2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

## 2024 State Controller Federal Provisions

- 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 2.1.8.2. Is not organized primarily for profit; and
  - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award by a Recipient to a Subrecipient or a Contractor funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. Subrecipient also means Grantee.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
  - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

### **2024 State Controller Federal Provisions**

- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at <https://sam.gov/content/home>.
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

### **3. COMPLIANCE.**

- 3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

### **4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.**

- 4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient’s information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Subrecipient’s information.

### **5. TOTAL COMPENSATION.**

- 5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
  - 5.1.2. In the preceding fiscal year, Subrecipient received:
    - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

### **6. REPORTING.**

## 2024 State Controller Federal Provisions

- 6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

## 7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## 8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Subrecipient shall report as set forth below.
- 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:
- 8.1.1.1. Subrecipient Unique Entity ID;
  - 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
  - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
  - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
  - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
  - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.2. To Recipient. A Subrecipient shall report to its Recipient, upon the effective date of the Grant, the following data elements:
- 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.
  - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## 9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

**2024 State Controller Federal Provisions**

- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

**10. ACCESS TO RECORDS.**

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

**11. SINGLE AUDIT REQUIREMENTS.**

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient’s fiscal year, the 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.
  - 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

## **2024 State Controller Federal Provisions**

11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

## **12. REQUIRED PROVISIONS FOR SUBRECIPIENT WITH SUBRECIPIENTS OR SUBCONTRACTORS.**

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

## **13. CERTIFICATIONS.**

13.1. Unless prohibited by Federal statutes or regulations, Recipient 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 the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

## **14. EXEMPTIONS.**

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

## **15. EVENT OF DEFAULT AND TERMINATION.**

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

**2024 State Controller Federal Provisions**

- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

**COLORADO DIVISION OF CRIMINAL JUSTICE  
CERTIFICATION OF COMPLIANCE WITH REGULATIONS  
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (DCJ FORM 30)**

**INSTRUCTIONS:** Complete the table below with information found in the Grant Agreement. Read the form completely, identify the person responsible for reporting civil rights findings, certify that the required Civil Rights training has been completed by the Project Director; and check only one certification under "II" that applies to your agency. Have your Signature Authority sign at the bottom of page 2, forward a copy to the person identified as being responsible for reporting civil rights findings and return the original to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date.

PROJECT DIRECTOR: \_\_\_\_\_ PHONE: \_\_\_\_\_

Person responsible for reporting civil rights findings of discrimination: (Name, address, phone & email)

I acknowledge that I viewed **all** of the trainings on Civil Rights available on DCJ's website at <https://www.colorado.gov/pacific/dcj/civil-rights-requirements>. I accept responsibility for ensuring that project staff understands their responsibilities as outlined in the presentations. I understand that if I have any questions about the material presented and my responsibilities as a grantee that I will contact my grant manager.

\_\_\_\_\_  
PROJECT DIRECTOR SIGNATURE

\_\_\_\_\_  
DATE

**SIGNATURE AUTHORITY'S CERTIFICATION:** As the Signature Authority for the above Grantee, I certify, by my signature on page two (2), that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. REQUIREMENTS OF GRANT RECIPIENTS: All grant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Division of Criminal Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date.

**DCJ FORM 30:**  
**CERTIFICATION OF COMPLIANCE WITH REGULATIONS,**  
**OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (Continued)**

II. **EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:** Check the box before **ONLY ONE APPROPRIATE CERTIFICATION** (A, or B below) that applies to this grantee agency during the period of the grant duration noted above.

**CERTIFICATION "A"** [Applicable, if (1), (2) or (3), below, apply.] This is the Certification that most non-profits and small agencies will use. Check all that apply to your entity.

This funded entity:

- (1) is an educational, medical or non-profit organization or an Indian Tribe;
- (2) has less than 50 employees;
- (3) was awarded through this single grant award from the Colorado Division of Criminal Justice less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR §42.302, but is **required to submit a Certification** (<https://ojp.gov/about/ocr/eeop.htm>).

**CERTIFICATION "B"** (Applicable to all entities that do not qualify for Certification "A" above)

This funded entity, as a for-profit entity or a state or local government having 50 or more employees (counting both full- and part-time employees but excluding political appointees) and is receiving, through this single grant award from the Colorado Division of Criminal Justice, more than \$25,000, in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will prepare and submit an EEOP and Certification at <https://ojp.gov/about/ocr/eeop.htm>, within 60 days of the award. The EEOP shall be submitted in accordance with 28 CFR §42, subpart E, to Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice that will include a section specifically analyzing the grantee (implementing) agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

As the Signature Authority for the above grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification. I, hereby, also certify that the content of this form, other than the data entry required, has not been altered.

\_\_\_\_\_  
SIGNATURE AUTHORITY SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TYPED NAME

\_\_\_\_\_  
TITLE

\* \* \* \* \*

*This signed form must be returned to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date. You must also forward a signed copy to the person identified in the box above.*

**Certificate Of Completion**

Envelope Id: DEA8AA37AE5A4700A3746ABD7BF62A15	Status: Sent
Subject: 2023-SC-24-14-09_2023 SCIP Grant_Moffat County	
Source Envelope:	
Document Pages: 66	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	OAJJA Grants
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	700 Kipling St
	Lakewood, CO 80215
	cdps_dcj_oajjagrants@state.co.us
	IP Address: 165.127.87.1

**Record Tracking**

Status: Original	Holder: OAJJA Grants	Location: DocuSign
11/21/2024 7:47:34 AM	cdps_dcj_oajjagrants@state.co.us	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: CDPS Contracts and Grants	Location: DocuSign

**Signer Events**

Signature	Timestamp
Sarah Copeland sarahcopeland@moffatcounty.net ED, RN Security Level: Email, Account Authentication (None), Access Code	Sent: 11/21/2024 9:15:22 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	

Tony Bohrer  
tbohrer@moffatcounty.net  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 11/18/2024 12:03:29 PM  
ID: 57c892b7-0d5c-419d-9238-f85c7603f2d0

Matthew M. Lunn, PhD  
matthew.lunn@state.co.us  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 11/21/2024 8:15:10 AM  
ID: 23d11b30-52ac-4a17-ad8a-c1d8c40e82ab

Lyndsay Clelland  
Lyndsay.Clelland@state.co.us  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

**Certified Delivery Events****Status****Timestamp**

Amanda Pipher  
 apipher@moffatcounty.net  
 Security Level: Email, Account Authentication  
 (None)

**VIEWED**  
 Using IP Address: 148.170.17.8

Sent: 11/21/2024 9:11:17 AM  
 Viewed: 11/21/2024 9:15:21 AM

**Electronic Record and Signature Disclosure:**

Accepted: 11/21/2024 9:15:21 AM  
 ID: c269db24-3fd9-4fdd-b113-031f24cb5683

**Carbon Copy Events****Status****Timestamp**

Heather Brumblow  
 hbrumblow@moffatcounty.net  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 11/21/2024 9:11:16 AM  
 Viewed: 11/21/2024 9:13:38 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Michael Burtis  
 Michael.Burtis@state.co.us  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Kinsey Garrett  
 Kinsey.Garrett@state.co.us  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent Hashed/Encrypted 11/21/2024 9:11:16 AM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, CDPS Contracts and Grants (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact CDPS Contracts and Grants:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sarah.white@state.co.us

### **To advise CDPS Contracts and Grants of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sarah.white@state.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from CDPS Contracts and Grants**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sarah.white@state.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with CDPS Contracts and Grants**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sarah.white@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

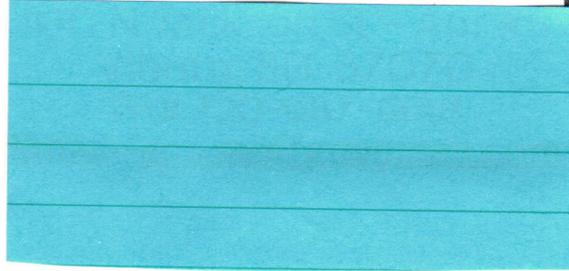
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CDPS Contracts and Grants as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.



# Exclusive Professional Support



## Oil & Gas Valuation Proposal for the Calendar year of 2025

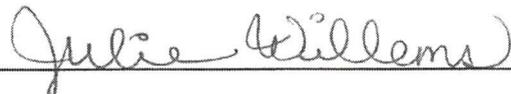
I, Julie Willems, understand and agree that the following terms and conditions will apply to ongoing services supplied by myself in 2025:

1. Base contract fee of \$24,000 divided equally over 8 months, January through August 2025, payable at \$3,000 per month as invoiced.
2. In the event any additional services or consultations are needed during September through December 2025, those hours will be billed and paid at a rate of \$60 per hour (1/2 hour minimum).

Services will include all current duties as have been performed from year to year in addition to:

1. Assisting and training the new "in-house" Oil & Gas technician
2. Assisting the Moffat County Assessor, as needed, with regards to Oil & Gas
3. Simplifying the transition as much as possible
4. Supplying written training manuals with screen captures to aid in that transition for the new technician or any future technicians thereafter
5. Providing live training through the use of remote access to designated computer at Moffat County Assessors' Office.
6. Providing phone assistance to the new technician as needed.

This agreement will end 12/31/2025 and conclude my services with Moffat County.

  
\_\_\_\_\_

Julie Willems

## CONTRACT FOR SERVICES AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** (“Agreement”) made this \_\_\_ day of \_\_\_\_\_, 2024 by and between the Board of County Commissioners of Moffat County, Colorado (“BOCC” or “Moffat County”) and **CLH Professional Services** (“Consultant”), whose address is 220 N. Linda Vista, P.O. Box 214, Craig, CO 81626; and whose telephone number is 970-629-0459.

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

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

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

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

### **Article 1 - Scope of Work.**

1. The Consultant shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, the work identified in the Scope of Work attached to and incorporated in this Agreement by reference as: Exhibit “A” Proposal for Appraisal Services from CLH Professional Services, LLC for the Moffat County Assessor.

### **Article 2 - Time of Performance.**

- 2.1 Services of the Consultant shall commence on January 1, 2025 and shall be substantially completed on or before December 31, 2025, no matter the date of execution of this Agreement. This agreement may be extended for a five (5) one-year term(s). The extension option may be exercised providing satisfactory services is given and all terms and conditions of the Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing, by and between the County and the Consultant.

### **Article 3 - Compensation/Appropriation.**

- 3.1 County agrees to purchase and Contractor agrees to furnish the Services described in the Exhibit A, to be billed quarterly by Contractor as set forth in in Article 4 of this Agreement, but not to exceed a total of **\$47,000.00** in compensation. The quarterly amount paid will be based on the quarterly Application for Payment with noted activity. Under no circumstances shall the County pay any amount for compensation exceeding the above referenced total sum. Failure to provide invoices as required herein during the term of this Agreement shall relieve the COUNTY of payment for those respective services.

The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

- 3.2 Non-Appropriation: Each party hereto agrees that revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are

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

**Article 4 – Payment Procedures.**

CONSULTANT agrees to submit their Applications for Payment to the Moffat County Assessor's Office for processing on or before the 5<sup>th</sup> day of month following the previous quarter for services performed and Consultant acknowledges that Applications for Payment must be received within two (2) months of the provision of service of the previous quarter and Consultant understands that failure to submit an Application for Payment in a timely manner will result in forfeiture of payment of services rendered in the previous quarter. BOCC agrees to pay Contractor after timely receipt of Application of Payment for services rendered satisfactorily. For clarity, the below table is provided:

<u>Applications For Payment Due By Quarter:</u>		
<u>Quarter:</u>	<u>Months Included:</u>	<u>Date Due:</u>
First Quarter	January, February, March	<b>April 5, 2025</b>
Second Quarter	April, May, June	<b>July 5, 2025</b>
Third Quarter	July, August, September	<b>October 5, 2025</b>
Fourth Quarter	October, November, December	<b>January 5, 2026</b>

- 4.1 PAYMENTS: MOFFAT COUNTY shall make payments on account of the Contract Price on the basis of CONSULTANT'S Applications for Payments as set forth in the previous paragraph of this Article 4 and in the amount recommended by the Moffat County Assessor's Office, as provided herein and concurrent with Moffat County's payment procedures and the total amount paid to Consultant over the term of the Agreement shall not exceed the amount referenced in Paragraph 3.1 of this Agreement.
- 4.2 If any dispute arises as to the Work performed pursuant to this Agreement or the payment for Work performed pursuant to this Agreement, such dispute must be resolved so far as it is possible in the same year when the Work is performed and money has been appropriated for said Work. If there is no communication or attempt to timely resolve the problem(s) with either the Work or the payment therefor, then BOCC shall no longer be required to pay for said Work and shall be relieved of any and all liability to Consultant for such nonpayment.

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

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

**Article 6 - Audits and Inspections.**

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

**Article 7 - Independent Consultant.**

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

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

**Article 8 - No Assignment.**

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

**Article 9 - Compliance with Laws.**

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

**Article 10 - Indemnification.**

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

To the extent permitted by law, the BOCC agrees to indemnify and hold harmless the Consultant, and its officers, employees and agents from any and all claims, demands, damages, and actions of any kind brought

by anyone, including attorneys' fees, which may arise out of a result from the negligent misconduct of BOCC, or its officers, employees, and agents.

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

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

At all times during the term of this Agreement, Consultant 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;

Professional Liability Insurance: \$250,000.00 per claim, and \$500,00.00 aggregate.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Consultant 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. **Consultant shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. Moffat County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof, shall be named as additional insureds on Consultant's shall be named as an additional insured on Consultant'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 Consultant, are delivered to the BOCC's Representative, identified below, for execution by the BOCC.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the BOCC.

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

All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the

Consultant hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections.

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

#### **Article 13 – Document Ownership – Works Made for Hire.**

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

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

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

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

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

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

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

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

**Article 17 - Modifications.**

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

**Article 18 - Governing Law.**

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

**Article 19 - Severability.**

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

**Article 20 - Notices.**

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

BOCC's Representative:

Moffat County Board of County Commissioners  
1198 W. Victory Way, Ste. 104, Craig, CO 81625  
Craig, CO 81625  
(970) 824-5516

Consultant:

Camie Herod  
CLH Professional Services, LLC  
PO Box 214, Craig, CO 81625  
(970) 629-0459

**Article 21 - Headings.**

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

**Article 22 - Authority.**

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

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

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

**Article 24 - Force Majeure.**

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

**Article 25 - Integration of Understanding.**

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

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

BOARD OF COUNTY COMMISSIONERS  
MOFFAT COUNTY, COLORADO

ATTEST:

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

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

**CONSULTANT:**

By: \_\_\_\_\_  
Camie Herod, CLH Professional Services

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF MOFFAT     )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024, by Camie Herod, in their capacity as \_\_\_\_\_ of CLH Professional Services.

\_\_\_\_\_  
Notary Public

**INTERGOVERNMENTAL AGREEMENT FOR JUVENILE HOUSING,  
TRANSPORTATION, AND SUPERVISION BETWEEN MOFFAT COUNTY,  
COLORADO AND ROUTT COUNTY, COLORADO**

This Intergovernmental Agreement is made and entered into effective upon its full execution by the parties hereto, and is between and among Routt County, Colorado, by and through its Board of County Commissioners, Doug Scherar, in his capacity as the Routt County Sheriff, Moffat County, Colorado, by and through its Board of County Commissioners, and K.C. Hume, in his capacity as the Moffat County Sheriff. Hereinafter, Routt County, Colorado and its Sheriff are referred to collectively as "Routt County" and Moffat County, Colorado and its Sheriff are referred to collectively as "Moffat County."

RECITALS

WHEREAS, the Routt County Detention Center ("RCDC") does not have adequate facilities to safely and legally house juveniles; and

WHEREAS, the Moffat County Detention Center ("MCDC") has the adequate facilities to safely and legally house juveniles temporarily; and

WHEREAS, the Moffat County Sheriff is willing to allow juveniles that are remanded to the care of the RCDC to be housed at the MCDC; and

WHEREAS, in accordance with C.R.S. Section 29-1-203 political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the corporations or contracting entities; and

WHEREAS, in order to set forth clearly the responsibilities, obligations, powers and rights of each of the parties, Moffat County and Routt County hereby enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto agree as follows:

1. The following conditions must be met before any juvenile may be accepted for housing at the MCDC:

- a. The juvenile must be less than 18 years-of-age.
- b. The juvenile must have been cleared of any serious medical and/or mental conditions by an authorized medical provider and as determined by the MCDC Health Care Provider, including, but not limited to, communicable infectious disease.
- c. The juvenile's identity must be reasonably established.
- d. RCDC must provide records or documentation requested by the MCDC prior to MCDC accepting the juvenile for housing. Such documentation may include but is not

limited to: Mittimus Order, Writ of Habeas Corpus or other order from a Colorado court of record.

2. Any juvenile housing under this Agreement shall be considered a courtesy hold. The juvenile remand will remain with Routt County for the entirety of any juvenile housing period. The Routt County Sheriff hereby authorizes the Moffat County Sheriff to house and supervise juveniles remanded to the RCDC subject to the terms of this Agreement.

3. Moffat County may refuse to accept any juvenile in its sole discretion.

a. If a juvenile is accepted by Moffat County (hereinafter referred to as "Routt County Juvenile(s)") it shall be the responsibility of Moffat County to receive and safely keep the Routt County Juvenile in the MCDC for pretrial detention, examination, visitation, limited medical care, and teleconferenced court appearances if authorized by the Courts.

b. In the event Moffat County does not agree to house a Routt County Juvenile, the Moffat County Sheriff, after being fully informed by the MCDC, shall notify the Routt County Sheriff of such rejection by telephone prior to the transportation of such juvenile to the MCDC or, if the juvenile is already housed in the MCDC, the Routt County Sheriff shall relocate such juvenile within forty-eight (48) hours of such notification by the Moffat County Sheriff, unless otherwise agreed.

4. MCDC shall not release any Routt County Juvenile for any reason, except by lawful authority and/or pursuant to the provisions of this Agreement except that a juvenile may be transported to medical facilities as may be required by any emergency medical condition. Should such circumstance arise, Moffat County shall maintain direct control and supervision of the juvenile while at such facility, pursuant to its approved and customary procedures.

5. Moffat County shall not be responsible for transportation or the supervision during transportation of any Routt County Juvenile, except in the case of an emergency medical condition as set forth in paragraph 4. Routt County shall be responsible for all transportation, including but not limited to transportation for personal court appearances and transportation to and from Routt County after a Routt County Juvenile is accepted by Moffat County.

6. The Moffat County Sheriff agrees to supervise Routt County Juveniles and be responsible for their care and control, subject to the terms of this Agreement and MCDC's approved and customary procedures. By mutual agreement, the Moffat County Sheriff and the Routt County Sheriff will allocate resources necessary for the direct supervision/watch of the Routt County Juveniles while being held at the MCDC.

a. Moffat County shall have all authority necessary for the care and control of Routt County Juveniles while housed in the MCDC. While housed at the MCDC, the Routt County Juveniles will be subject to all MCDC policies, rules and regulations, including disciplinary procedures, as they currently exist and as they may be subsequently adopted or amended.

b. Moffat County shall make certain that Court imposed orders pertaining to Routt County Juveniles housed at the MCDC are faithfully executed, and shall maintain a complete file of all records, communications, and other written materials related to Routt County Juveniles, which shall be provided to Routt County upon request. Routt County shall provide Moffat County with any and all documents relating to Routt County Juveniles needed to maintain a complete file for each juvenile housed at the MCDC, including but not limited to court orders, medical information and restraining orders.

8. Routt County shall be liable for any and all expenses for all Routt County Juveniles accepted by Moffat County, including, but not limited to, ordinary care. "Ordinary care" is defined as any care for which the costs therefore are included in Moffat County's established daily fee of \$77.16 for juvenile housing. The daily fee shall be based on the State of Colorado Department of Corrections (DOC) inmate reimbursement rate. This rate is established annually by the Colorado General Assembly. The cost shall be adjusted annually, as the established reimbursement rate is set each year after the commencement of this agreement. Other costs include, but are not limited to, Extraordinary Medical Care (as defined below), medications, damage to facilities, emergency transportation, costs associated with supervising while being transported, receiving outside medical care or other instances of off-site supervision, and any service not included in Moffat County's ordinary care shall be the responsibility of Routt County.

a. Medical Care. Ordinary Care includes medical care that is included within the services provided by the MCDC Health Care Provider. Medical care not included within the services provided by the MCDC Health Care Provider are the responsibility of Routt County ("Extraordinary Medical Costs").

9. Moffat County shall provide an itemized invoice to Routt County for any costs associated with the care of Routt County Juveniles.

10. Routt County shall pay Moffat County the amount invoiced within thirty (30) days of receipt of the invoice.

11. This Agreement shall continue through December 31, 2024, and shall automatically renew for each year thereafter unless sooner terminated by notice from either party in accordance with the terms of this Agreement.

12. This Agreement may be unilaterally terminated, with or without cause, by seven (7) days written notice, by either party delivered to the other party in accordance with the Notice provision. The Routt County Sheriff shall relocate any juvenile within forty-eight (48) hours of such notification.

13. To the greatest extent permitted by applicable law, Routt County shall indemnify, defend and hold harmless Moffat County and its officials, employees and insurers from any claim, damage or liability arising out of the performance of this Agreement or the provisions of the Services except to the extent it is established in a court having jurisdiction of the matter that

the claim, damage or liability was the result of negligence, or willful, wanton or intentional wrongful act or failure to act of Moffat County or any of its employees.

14. Routt County shall be responsible for defending itself and its officers and employees in any civil action brought against Routt County and its officers and employees by any Routt County Juveniles. Likewise, Moffat County shall be responsible for defending itself and its officers and employees in any civil action brought against Moffat County and its officers and employees by any Routt County Juveniles. Routt County and its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of Moffat County, or any officer or employee thereof, arising out of the housing of any Routt County Juveniles pursuant to this Agreement. Likewise, Moffat County and its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of Routt County, or any officer or employee thereof, subsequent medical or custodial care, and any other acts performed by Routt County, or any officer or employee thereof.

15. Any notice provided for in this Agreement shall be in writing and shall be served by personal delivery or by certified mail, return receipt requested, postage prepaid, at the addresses listed below:

Moffat County:

Moffat County Sheriff  
800 W 1st St #100  
Craig, CO 81625

Routt County:

Routt County Sheriff  
2027 Shield Drive  
Steamboat Springs, CO 80487

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served two business days following the date of mailing if mailed within the United States.

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

17. The parties agree that the status of Routt County shall be that of an independent political subdivision and it is not intended, nor shall it be construed, that any party or any officer, employee, or agent of Routt County is an officer, employee, loaned employee, or agent of Moffat County for purposes of unemployment compensation, workers' compensation, governmental

immunity or for any purpose whatsoever unless otherwise provided herein. The parties further agree that the status of Moffat County shall be that of an independent political subdivision and it is not intended, nor shall it be construed, that any party or any officer, employee, or agent of Moffat is an officer, employee, loaned employee, or agent of Routt County for purposes of unemployment compensation, workers' compensation, governmental immunity or for any purpose whatsoever unless otherwise provided herein. Each party acknowledges that it remains fully responsible for any and all obligations as the employer of its officers or other personnel, including, among other things, responsibility for the payment of the earnings, overtime earnings, withholdings, insurance coverage, workers compensation, medical and legal indemnity where appropriate, and all other requirements by law, regulations, ordinance, or contract.

18. By entering into this Agreement, the Counties do not waive or limit in any manner the protections afforded to them under the provisions of the Colorado Governmental Immunity Act, as amended, C.R.S. 24-10-101, *et seq.*

19. General Provisions:

a. This Agreement shall be binding upon the successors and assigns of the parties hereto.

b. Because this Agreement involves the expenditure of public funds, this Agreement is contingent upon continued availability and appropriation of such funds by the parties. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the constitution or the laws of the State of Colorado.

c. Each person signing this Agreement in a representative capacity expressly represents that the signatory has the subject Party's authority to so sign and that the subject Party will be bound by the signatory's execution of this Agreement.

d. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Parties.

e. The waiver of any breach of a term, provision or requirement hereof shall not be construed as a waiver of any other term, provision or requirement or any subsequent breach of the same term, provision or requirement. No failure by either Party to exercise any right it may have shall be deemed to be a waiver of that right or the right to demand exact compliance with the terms of this Agreement.

f. This Agreement contains the entire Agreement and understanding between the parties and supersedes any other agreements concerning the subject matter of this transaction whether oral or written. Neither this Agreement nor any of its provisions may be amended or otherwise modified, except by a written instrument signed by both Parties and then only to the extent expressly provided therein.

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

20. If any term or condition of this Agreement shall be held to be invalid, illegal or unenforceable, this Agreement shall be construed and enforced without such a provision, to the extent this Agreement is then capable of execution within the original intent of the parties.

Signed and executed effective the \_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF COUNTY COMMISSIONERS  
OF ROUTT COUNTY, COLORADO

By: \_\_\_\_\_  
Timothy V. Corrigan, Chair

ATTEST:

By: \_\_\_\_\_  
Jenny L. Thomas, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Routt County Attorney

Signed and executed effective the \_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF COUNTY COMMISSIONERS  
OF MOFFAT COUNTY, COLORADO

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

ATTEST:

By: \_\_\_\_\_  
Erin Miller, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Moffat County Attorney



November 18, 2024

OHV Grant Selection Subcommittee  
Colorado State Parks OHV Program  
13787 S Highway 85  
Littleton, CO 80125

The Moffat County Board of County Commissioners are writing in support of the Northwest Colorado Trails Corporation (NWCTC) and their proposed Megawatt Moto Complex Maintenance Project. The Board of Commissioners has seen first-hand the volunteer network and local support that exists for the Megawatt Moto Complex and we believe this project has the potential to make a positive impact in our community.

As Moffat County transitions its coal-based energy economy into other diverse economic drivers, the Megawatt Moto Complex plays an important role in the economic transition. By enhancing the moto complex, NWCTC is bringing more people to our area to ride, improving a large property within our county, and diversifying our local revenue streams. This project provides OHV recreational opportunities within a few miles of Moffat County's central population hub. The Moto Complex is the type of amenity that provides current residents with recreational opportunities and helps attract new people to our area. Northwest Colorado Trails Corporation has worked to continually improve the track and the property they lease from Moffat County and have the experience and expertise to effectively utilize this grant and execute this project.

If you have any questions about the Moffat County Commissioners support of the OHV grant requested by Northwest Colorado Trails Corporation, please contact any of the below listed Commissioners at (970)824-5517.

Sincerely,

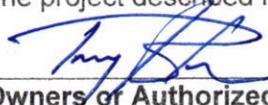
Tony Bohrer, Chairman  
Moffat County Board of County Commissioners

**NON-FEDERAL ENVIRONMENTAL INFORMATION and LAND MANAGER APPROVAL**

The Applicant is responsible for filling out this TOP portion of this page ending at "Applicant Environmental Checklist". The applicant is also responsible for securing all necessary permits, licenses, clearances, and environmental analyses documentation necessary to comply with local, state, and/or federal laws.

Project Name Megawatt Moto Complex Maintenance Project Sponsor Northwest Colorado Trails Corp

The project described in this application has my approval.

  
\_\_\_\_\_  
**Owners or Authorized Person's Signature Print or type Owner's or Authorized Person's Name and Title** Moffat County Commissioner

**APPLICANT ENVIRONMENTAL CHECK LIST**

Describe the process (es) or efforts you have made to review potential wildlife and environmental impacts of your project as concisely and specifically as possible. Include any relevant information in each of the category questions listed below and indicate which question you are answering. Examples are given of the types of information that may be valuable. If a question is not applicable to this project, please write "N/A" and state your reasoning.

1. **Species of Concern:** Is it likely that plant and/or wildlife species of concern are present on the proposed project site?
  - Federally listed, threatened, and/or endangered species
  - N/A
  - Species that are rare or have limited range in Colorado
  - N/A
2. **Habitats and their Values:** What habitats are present and how important, productive, or pristine is the wildlife habitat in the project area?
  - Describe habitats that are present and others that are adjacent to them
  - N/A
  - Existing development or human impacts to the proposed project area?
  - N/A
  - Critical habitat for a particular species, or an area with high value for nesting, feeding, or calving
  - N/A
3. **Potential Impacts:** List, in bulleted form, the proposed project activities. Then, describe how the project activities will, or potentially may, impact vegetation and/or wildlife. Include both short-term (during project activities) and long-term (impacts to habitats) effects.
  - Disturbance of sensitive species
  - N/A
  - Impacts to species during rest, feeding, or reproductive cycles
  - N/A
  - Encroachment, loss or reduction of habitat(s)
  - N/A
  - Intrusion into areas with little existing human impacts
  - N/A

**4. Mitigation:** How will these impacts be addressed?

- Alternative design or trail route selection

N/A

- Timing of project activities

N/A

- Screening or users from wildlife area, protection of critical habitat, channeling use through less sensitive areas

N/A

- Improvement (i.e., restoration) to habitat areas upon project completion

N/A

**5. Benefits:** List habitat improvements such as restoration of wetlands, river corridors, and trail areas; restriction of recreationalists from sensitive areas; environmental or recreation education efforts.

- Education of users through environmental education programs, opportunities for “watchable wildlife,” and monitoring of wildlife impacts

N/A

- Reroute trails away from sensitive habitats

N/A

**6. Environmental Compliance:** Describe regulatory compliance, applicable permits and/or agency concurrence procedures that are, or are not required, and why.

- Migratory Bird Treaty Act (i.e., nesting habitats will not be impacted by the project due to the project’s timing or, surveys for nesting birds will be conducted prior to activities and, activities that may impact active nests will be postponed)

N/A

- Concurrence from USFWS for effects determinations (or rationale for why no such concurrence is required)

N/A

- US Army Corps of Engineers 404 permits

N/A

- Compliance with raptor guidelines recommended by Colorado Parks and Wildlife

N/A

**Principle source of information:** (e.g., Colorado Parks & Wildlife, Colorado Natural Heritage Program, local agency, staff biologist, consultant)

**Randy Engle, Trails Coordinator 970-260-2379**

\_\_\_\_\_  
**Printed name, title and telephone number of person consulted:**

\_\_\_\_\_  
**Signature of person consulted:**

\_\_\_\_\_

**AGREEMENT  
FOR  
COOPERATIVE WILDFIRE PROTECTION**

Moffat County

This Agreement is made by and between \_\_\_\_\_, Colorado acting through its Board of County Commissioners and KC Hume, the Sheriff of the County and the State of Colorado acting by and through the Department of Public Safety for the benefit of the Division of Fire Prevention and Control.

**A. AUTHORITIES**

C.R.S. § 24-33.5-707.	Local and Interjurisdictional Disaster Agencies and Services
C.R.S. § 24-33.5-709	Local Disaster Emergencies
C.R.S. § 24-33.5-1201.	Division of Fire Prevention and Control
C.R.S. § 24-33.5-1202.	Definitions
C.R.S. § 24-33.5-1203.	Duties of Division
C.R.S. § 24-33.5-1217.5.	Minimum Prescribed Burning Standards
C.R.S. § 24-33.5-1218.	Cooperation with Governmental Units
C.R.S. § 24-33.5-1219.	Wildland Fires – Duty of Sheriff to Report
C.R.S. § 24-33.5-1220.	Funds Available – Emergency Fire Fund
C.R.S. § 24-33.5-1221.	State Responsibility Determined
C.R.S. § 24-33.5-1222.	Cooperation by Counties
C.R.S. § 24-33.5-1223.	Sheriffs to Enforce
C.R.S. § 24-33.5-1224.	Limitation of State Responsibility
C.R.S. § 24-33.5-1225.	Emergencies
C.R.S. § 24-33.5-1226.	Wildfire Emergency Response Fund
C.R.S. § 24-33.5-1228.	Colorado Firefighting Air Corps
C.R.S. § 29-1-101, <i>et seq.</i>	Local Government Budget Law
C.R.S. § 29-22.5-101, <i>et seq.</i>	Wildland Fire Planning
C.R.S. § 30-10-512.	Sheriff to Act as Fire Warden
C.R.S. § 30-10-513.	Duties of Sheriff – Coordination of Fire Suppression Efforts for Forest, Prairie, or Wildland fire - expenses
C.R.S. § 30-10-516.	Sheriffs to Preserve Peace – Command Aid
C.R.S. § 30-11-107(1) (o).	Powers of the Board of County Commissioners

**B. RECITALS**

1. In accordance with C.R.S. § 29-22.5-103(3)(a), the DFPC is the lead state agency for wildland fire response and suppression.

2. In accordance with C.R.S. § 24-33.5-1203(1)(h), the DFPC provides technical assistance, upon request, to the County, the Sheriff, and Fire Departments on local fire safety matters such as fire prevention, fire protection, fire investigation, and emergency medical services.

Agreement for Cooperative Wildfire Protection

Page 2 of 19

3. In accordance with C.R.S. § 24-33.5-1203(1)(k) and (m), the DFPC, upon request, assists the County, the Sheriff, and Fire Departments' efforts to procure, inspect, and maintain Wildland Fire resources and equipment, and the County, the Sheriffs and Fire Departments' efforts to organize, train, and equip personnel to detect, contain, and extinguish Wildland Fires.

4. In accordance with the *Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement for the State of Colorado*, as amended, the DFPC facilitates input of eligible Fire Department, County, Sheriff and State Wildfire resources into the IROC or successor system(s), from which those resources can be ordered when needed. For resources to be entered into IROC they must be documented on a valid Colorado Resource Rate Form (CRRF). DFPC also administers and manages the IQS, which is used to track NWCG qualifications for Fire Department, County, Sheriff, and State personnel and enters such personnel into the IROC or successor system(s). IQS program management and user roles and responsibilities are detailed in the annual IQS Terms and Conditions.

5. In accordance with C.R.S. §§ 24-33.5-1203(1)(m), 24-33.5-1231, and other applicable statutes, the DFPC administers certain State and Federal programs related to the County, the Sheriff, and Fire Departments' Wildland Fire duties and responsibilities such as the FEPP Program, DFPC engine program, and other grant programs.

6. In accordance with C.R.S. § 24-33.5-1228, the DFPC manages the Colorado firefighting air corps.

7. In accordance with C.R.S. § 29-22.5-103(1)(a), the chief of the fire department in each fire protection district in the state is responsible for the management of Wildland Fires that occur within the boundaries of his or her district and that are within the capability of the fire district to control or extinguish.

8. In accordance with C.R.S. § 29-22.5-103(2)(a), the Sheriff is the fire warden of the county and is responsible for the planning for, and the coordination of, efforts to suppress County Responsibility Fires. Further, pursuant to C.R.S. § 29-22.5-103(2)(b), the Sheriff is responsible for appointing an Incident Commander to provide the command and control infrastructure required to manage a County Responsibility Fire, and for assuming financial responsibility for the Wildland Firefighting efforts on behalf of the County in compliance with the terms of the Local Government Budget Law of Colorado, C.R.S. § 29-1-101, *et seq.*

9. In accordance with C.R.S. § 29-22.5-104(1), the Sheriff may develop and update as necessary a wildfire preparedness plan for the unincorporated areas of the county in cooperation with any fire district with jurisdiction over such unincorporated areas.

10. In accordance with C.R.S. § 30-10-516, the Sheriff is responsible for preserving the peace within the county.

11. In accordance with C.R.S. § 30-10-513(2), with the Sheriff's concurrence, the DFPC may assume any of the Sheriff's Wildland Fire duties or responsibilities.

Agreement for Cooperative Wildfire Protection  
Page 3 of 19

12. In accordance with C.R.S. §§ 29-22.5-103(3)(c), in the case of a wildland fire that exceeds the capability of the county to control or extinguish, the division may assist the Sheriff in controlling or extinguishing such fires, and may assume command of such incidents with the concurrence of the Sheriff.

13. In accordance with C.R.S. §§ 29-22.5-103(2)(c) and 30-10-513(1)(d), in the case of a State Responsibility Fire, the Sheriff and the DFPC are required to enter into an agreement concerning the transfer of authority and responsibility for fire suppression and the retention of responsibilities.

**C. PURPOSE**

The purpose of this agreement is to detail processes and procedures on how the Parties work together to implement Statute, and prevent, prepare for, respond to, and bill for wildland fire in Colorado.

**D. DEFINITIONS**

“Agency Administrator.” The managing officer (or designee) of the agency or jurisdiction that has responsibility for the incident.

“Agency Representative.” An individual assigned to an incident from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency’s participation at the incident.

“Agreement.” This *Agreement for Cooperative Wildfire Protection*.

“Assumption of Fire Control Duty Agreement.” A written agreement between the County, the Sheriff, and the DFPC concerning the scope of the transfer of authority and responsibility for fire management and the retention of responsibilities over a Wildland Fire between the County and the Sheriff to the DFPC. The Assumption of Fire Control Duty Agreement may allocate costs and shall articulate any authority delegated to the DFPC by the Sheriff and any authority and duties retained by the Sheriff. This definition also includes the agreement that addresses the return of duties from DFPC to the Sheriff.

“Colorado Cooperative Wildland Fire Management and Stafford Act Response.” Agreement between the State and Federal Land Management Agencies that defines roles and responsibilities related to wildland fire; also called “the Master Agreement”.

“Colorado Emergency Operations Line.” The Colorado Department of Public Safety’s point of contact for the County and the Sheriff to report Wildland Fires or to request any all-hazard assistance. This number (303-279-8855) or successor fire notification and coordination process will connect the caller with the on-duty communications personnel of the Colorado Department of Public Safety who will then notify the appropriate DFPC

Agreement for Cooperative Wildfire Protection  
Page 4 of 19

personnel.

“Colorado Prescribed Fire Planning and Implementation Policy Guide.” The DFPC’s guide that provides standardized procedures specifically associated with the planning and implementation of prescribed fire, accessible via DFPC personnel.

“County.” Moffat County, Colorado acting through its Board of County Commissioners.

“County OP.” The *County Operating Plan* is a planning document between the County, the Sheriff, the DFPC, Federal land agencies, and other possible participants. The OP can be adopted for a multi-year cycle not to exceed the expiration date of the Master Agreement, but must be reviewed on an annual basis. The County OP documents how interagency cooperation is to be implemented within the County. The County OP shall be drafted by DFPC or designee in cooperation with the County, but substantially in the form of the current OP template..

“County Responsibility Fire.” A Wildland Fire occurring on non-federal lands in the unincorporated area of the county outside the boundaries of a fire protection district or a Wildland Fire that exceeds the capabilities of a fire protection district to contain, control or extinguish.

“Delegation of Authority.” A statement provided to the Incident Commander by the Agency Administrator(s) delegating authority and assigning responsibility. The Delegation of Authority can include objectives, priorities, expectations, constraints, and other considerations or guidelines as needed.

“DFPC” or “Division.” The Colorado Division of Fire Prevention and Control.

“DFPC Analysis Form.” The analysis form used by the DFPC and the Sheriff to evaluate whether a Wildland Fire meets the criteria to be elevated to a State Responsibility Fire or may otherwise qualify for State coordinated financial assistance..

“DFPC Battalion Chief.” DFPC regional field representative, or his or her designee. Formerly Regional Fire Management Officer.

“DFPC Personnel.” DFPC representatives, in addition to the DFPC Battalion Chief; may include, but are not limited to the DFPC District Chiefs and DFPC Deputy District Chiefs.

“Disaster.” Pursuant to C.R.S. § 24-33.5-703(3), the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to a Wildland Fire, existing in the state or in any county, city, town, or district in the state.

“EFF.” Means the Emergency Fire Fund as defined in C.R.S. § 24-33.5-1202(3.8) and §

Agreement for Cooperative Wildfire Protection  
Page 5 of 19

24-33.5-1220, *et seq.*

“ESA.” Means Enhanced State Assistance. Funding and state resources provided by DFPC to local jurisdictions to encourage rapid initial attack actions where fire is unwanted, to reduce the size, duration, costs, and impacts of wildfires; defined in the Annual Wildfire Preparedness Plan Appendixes.

“FEPP Program.” The Federal Excess Personal Property Program enacted by Congress under the Federal Property and Administrative Services Act of 1949 (June 30, 1949, Pub. L. 152, Ch. 288, 63 Stat. 377) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2101 *et seq.*) through which DFPC is responsible for building and maintaining fire equipment in the State of Colorado.

“Fire Department.” Pursuant to C.R.S. § 24-33.5-1202(3.9), the duly authorized fire protection organization of a town, city, county, or city and county, a fire protection district, or a metropolitan district or county improvement district that provides fire protection.

“ICS.” The Incident Command System is a standardized approach to the command, control, and coordination of on-scene incident management, providing a common hierarchy within which personnel from multiple organizations can be effective. ICS is the combination of procedures, personnel, facilities, equipment, and communications operating within a common organizational structure, designed to aid in the management of on-scene resources during incidents. It is used for all kinds of incidents and is applicable to small, as well as large and complex, incidents, including planned events.

“Incident Commander.” Pursuant to C.R.S. § 29-22.5-102(2), the individual responsible for the overall management of the incident including developing incident objectives and managing all incident operations, by virtue of explicit legal, agency, or delegated authority.

“IQS.” The Incident Qualification System developed by the National Association of State Foresters. IQS is a software program that allows the user to track incident qualifications, experience, tasks books and fitness levels for organization/agency personnel.

“IROC.” The Interagency Resource Ordering Capability chartered by the National Wildfire Coordinating Group. IROC is a nationwide, web-based application that aligns with interagency business needs for tracking all tactical, logistical, service and support resources mobilized by the incident dispatch community.

“Mutual Aid Agreement.” Pursuant to C.R.S. § 29-22.5-102(5), a written agreement between or among federal, state, and local agencies in which the agencies agree to assist one another upon request by furnishing such resources as personnel and equipment.

“NFIRS.” The National Fire Incident Reporting System or its successor system.

Agreement for Cooperative Wildfire Protection  
Page 6 of 19

“NIMS.” Pursuant to C.R.S. § 29-22.5-102(6), the National Incident Management System is the national command and management system developed by the U.S. Department of Homeland Security to provide a unified approach to incident management.

“NWCG.” The National Wildfire Coordinating Group.

“Party” or “Parties.” “Party” means the County, or the Sheriff, or the DFPC and “Parties” means the County, the Sheriff and the DFPC.

“Prescribed Burning.” Pursuant to C.R.S. § 24-33.5-1202(8.3), the application of fire, in accordance with a written prescription for vegetative fuels, under specified environmental conditions while following appropriate precautionary measures that ensure public safety and that is confined to a predetermined area to accomplish public safety or land management objectives. The term excludes controlled agricultural burns and controlled ditch burns.

“Sheriff.” The Sheriff of the county, or his or her designee.

“State.” The State of Colorado.

“State Responsibility Fire.” A County Responsibility Fire that exceeds the County and the Sheriff’s capability to control or extinguish as exhibited by the DFPC Analysis Form and for which DFPC has assumed fire control duty as provided in the Assumption of Fire Control Duty Agreement and determined that the fire meets the criteria for State-coordinated financial assistance.

“Wildland Area.” Pursuant to C.R.S. § 29-22.5-102(9), an area in which development is essentially nonexistent, except for roads, railroads, power lines, and similar infrastructure, and in which structures, if present, are widely scattered.

“Wildland Fire.” Pursuant to C.R.S. § 29-22.5-102(10), an unplanned or unwanted fire in a Wildland Area, including unauthorized human-caused fires, out-of-control prescribed fires, and all other fires in Wildland Areas where the objective is to extinguish the fire. For purposes of this Agreement, Wildland Fire also includes fires in the Wildland Urban Interface area.

“Wildfire.” For purposes of this Agreement, Wildfire has the same meaning as Wildland Fire.

**E. ACKNOWLEDGEMENT OF SUPPLEMENTS TO THIS AGREEMENT**

County OPs, Assumption of Fire Control Duty Agreements, Cost Share Agreements, their successor documents, or other supplements to this Agreement further describe the working relationships, financial arrangements and joint activities not otherwise specified under the terms

Agreement for Cooperative Wildfire Protection  
Page 7 of 19

of this Agreement.

## **F. HIERARCHY AND PRECEDENCE FOR AGREEMENTS**

The provisions of this Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Agreement and other agreements between the Parties, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. The Colorado Special Provisions;
2. The provisions of the main body of this Agreement, and any amendments thereto;
3. Executed EFF Agreement for EFF Counties (or successor agreements).

The hierarchy of precedence for other agreements may be identified in the County OP.

## **G. AGREEMENT**

### **Section 1. PLANNING**

**1.1 County OP.** Prior to May 1 of each year, the Parties, along with other agencies having Wildland Fire responsibilities within the county, shall jointly review the OP and, if updates are required, shall update, execute, and distribute a new OP. The DFPC Battalion Chief, or other designated DFPC personnel, shall arrange the date and location of the County OP meeting(s), and shall be the lead coordinator and facilitator of the County OP process. The Parties acknowledge and agree that with the Sheriff's consent, Fire Departments may participate in County OP meeting(s). However, the Parties may revise the County OP to comport with the County's emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plan, or any other agreements with Fire Departments or other governmental entities. Failure to review the County OP by the May 1 deadline will not result in a penalty to any Party pursuant to this agreement.

**1.2 OP Extension.** If the Parties are unable to meet the requirements of 1.1, one or more 30-day extensions may be granted upon the mutual consent of the DFPC Battalion Chief, or other designated DFPC personnel, and the County Sheriff and written notice sent to all the OP Parties in the prior year's County OP.

**1.3 Intergovernmental Agreement Concerning Local Fires.** County is encouraged to develop and execute an agreement between County and local fire protection districts to establish, at a minimum, a process to elevate a fire from local responsibility to a County Responsibility Fire. The Parties acknowledge that such local agreements may impact County's roles and responsibilities and may need to be addressed in other agreements between the Parties, including but not limited to cost share agreements and assumption of fire control duty agreements.

### **Section 2. ROLES AND RESPONSIBILITIES IN A COUNTY RESPONSIBILITY FIRE**

Agreement for Cooperative Wildfire Protection  
Page 8 of 19

**2.1 County and Sheriff Responsibilities.** The County and Sheriff are fiscally and operationally responsible, respectively, for a County Responsibility Fire as described in C.R.S. §§ 29-22.5-103 (2)(b) and 30-11-107(1)(o). Thereby, for the duration of a County Responsibility Fire and pursuant to any applicable emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plans, cost share agreements, or other agreements between the County and Fire Departments or other governmental entities, the Sheriff will follow ICS and will ensure an Incident Commander is appointed to manage a County Responsibility Fire. On behalf of the County, the Sheriff shall assume financial responsibility for Wildland Fire suppression efforts and the authority for the ordering, monitoring and tracking the costs of resources subject to compliance with State law. Nothing in this agreement authorizes any county fire warden, firefighter, or county officer to obligate the State for payment of any money without prior state approval.

**2.2 DFPC Responsibilities.** The State's principal role during a County Responsibility Fire is to support the County and the Sheriff in their response to the Wildland Fire. Thereby, for the duration of a County Responsibility Fire, the DFPC shall administer certain State programs related to the County and Sheriff's Wildland Fire duties and responsibilities, such as the Wildfire Emergency Response Fund program set forth in C.R.S. § 24-33.5-1226 and the Colorado Firefighting Air Corps program created pursuant to C.R.S. § 24-33.5-1228. If requested by the Sheriff, the DFPC shall appoint an Agency Representative who shall provide technical assistance to the Sheriff and the appointed Incident Commander. Further, the DFPC shall reply to all requests for State personnel, resources, and equipment from the County, Sheriff, or the Incident Commander, even if the DFPC cannot provide the requested personnel, resources, and/or equipment. DFPC may enter into separate agreements with the County and the Sheriff to provide the requested personnel, resources, and/or equipment. Nothing in this agreement authorizes any DFPC employee to obligate the County for payment of any money without prior County approval.

**2.3 Parties Mutual Responsibilities.** No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in which suppression is the appropriate management response.

**Section 3. ROLES AND RESPONSIBILITIES IN A STATE RESPONSIBILITY FIRE**

**3.1 Procedure for Elevating a County Responsibility Fire to a State Responsibility Fire.** Pursuant to C.R.S. § 30-10-513, when the Sheriff determines that a County Responsibility Fire exceeds the County's capability to control or extinguish, the Sheriff shall request assistance from DFPC. Following such a request for assistance, the DFPC and the Sheriff will assess the fire situation utilizing the DFPC Analysis Form. The Wildland Fire shall be elevated to a State Responsibility Fire when both the DFPC Analysis threshold has been met and the Parties have entered into an Assumption of Fire Control Duty Agreement whereby the Parties will allocate responsibilities related to fire suppression responsibilities and financial responsibilities. Eligible costs on a State Responsibility Fire are outlined in Exhibit A to this agreement.

If the County participates in the Emergency Fire Fund program, the DFPC shall assess whether

Agreement for Cooperative Wildfire Protection  
Page 9 of 19

the Wildland Fire qualifies for Emergency Fire Fund assistance as outlined in the County's Memorandum of Understanding: For Participation in the Colorado Emergency Fire Fund or successor agreement.

**3.2 County and Sheriff Responsibilities.** For the duration of a State Responsibility Fire, the Sheriff, at the Sheriff's discretion, may serve or appoint someone to serve as an Agency Administrator. The Sheriff's Agency Administrator shall, at the Sheriff's discretion, in consultation and cooperation with DFPC's Agency Administrator, appoint an Incident Commander. The Sheriff's Agency Administrator shall work collaboratively with DFPC's Agency Administrator to identify objectives and concerns to share with the Incident Commander. On a multi-jurisdictional State Responsibility Fire, all Agency Administrators will work collaboratively. If the Sheriff elects to not serve as or appoint an Agency Administrator, the Sheriff shall serve as or appoint an Agency Representative. Nothing in this agreement authorizes any County Sheriff or designee to obligate the State for payment of any money without prior state approval.

**3.3 DFPC Responsibilities.** For the duration of a State Responsibility Fire, the DFPC shall administer EFF and/or State funds for fire management costs and appoint an Agency Administrator who shall represent the State in accordance with the delegation of authority from the DFPC Director. DFPC's Agency Administrator shall, in consultation and cooperation with any appointed Sheriff's Agency Administrator, appoint an Incident Commander. The DFPC Agency Administrator shall work collaboratively with any appointed Sheriff Agency Administrator to identify objectives and concerns to share with the Incident Commander. On a multi-jurisdictional State Responsibility Fire, all Agency Administrators will work collaboratively. The ordering, monitoring, and tracking of resources and costs will be performed by the Incident Commander, or whoever is delegated to do so by the Agency Administrator(s). Nothing in this agreement authorizes any DFPC employee to obligate the County for payment of any money without prior County approval.

**3.4 Parties' Mutual Responsibilities.** In the case of a State Responsibility Fire, the Parties shall enter into the following separate agreements specifically addressing, at a minimum, the bulleted subjects:

Assumption of Fire Control Duty Agreement (County to State):

- Transfer of authority and responsibility for fire suppression to DFPC;
- Specific limitations to the fire control duty assumed by DFPC;
- Description of the powers and responsibilities retained by the County and Sheriff and those transferred to the DFPC.

Assumption of Fire Control Duty Agreement (State to County):

- Criteria and procedures to be utilized by the Parties to determine when the County and the Sheriff will again be capable of containing, controlling or extinguishing the Wildfire allowing the State Responsibility Fire to be lowered to a County Responsibility Fire.

Cost Share Agreements:

## Agreement for Cooperative Wildfire Protection

Page 10 of 19

- Outline of the Parties' various financial responsibilities and the authority for the ordering and monitoring of resources.

Because the Parties may maintain separate legal and functional authority and responsibility related to a State Responsibility Fire, responsibility for tasks beyond fire suppression may be included or excluded from the agreements described above upon agreement of the Parties. Both Parties agree that all incident-related activities, including non-suppression activities, shall, at a minimum, be communicated to the incident commander and to other coordinating entities.

No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in which suppression is the appropriate management response.

**3.5 *Appeal of Determination of State Responsibility Fire.*** Review of the DFPC Director's decision on whether or not to elevate a fire to a State Responsibility Fire will be in accordance with the provisions of C.R.S. § 24-4-106.

#### **Section 4. WILDFIRE PREPAREDNESS**

**4.1 *County and Sheriff Responsibilities.*** The County and the Sheriff shall comply with the Wildland fire planning responsibilities as set forth in C.R.S. § 29-22.5-101, *et seq.* and the provisions of C.R.S. §§ 30-10-513 and 30-10-513.5. The County and the Sheriff agree to identify for DFPC any designated individuals other than the Sheriff with the authority to make wildfire preparedness decisions. The County and Sheriff agree to work collaboratively with the DFPC personnel in the coordination of DFPC resources and training. The County and Sheriff agree to cooperate in organizing, training, equipping, and maintaining of wildland firefighting forces within the county. The County and Sheriff agree to communicate with local Fire Departments, as needed, to ensure relevant information is available to the County, the Sheriff, and local Fire Departments. The County and Sheriff may enter into agreements with local Fire Departments that identify the procedures necessary to transition financial and overall management of a Wildland Fire from the local Fire Department to the Sheriff, define control capabilities, and establish cost-share principles.

**4.2 *DFPC Responsibilities.*** The DFPC shall assist the County and the Sheriff, upon request, in organizing and training County, Sheriff, and cooperator forces to prevent, detect, contain, control, and extinguish Wildland Fires. Through administration of the FEPP program, the DFPC shall assist the County and the Sheriff in the procurement, inspection, and arrangement for maintenance of major Wildland Fire equipment. To the extent grant programs are available, the DFPC shall also administer grant programs to assist the County and the Sheriff in acquiring Wildland Fire equipment, training, and suppression support. The DFPC shall encourage and provide assistance in the development of County Wildland Fire plans pursuant to C.R.S. § 29-22.5-101(1)(d). The DFPC shall work with the County and the Sheriff in the coordination of the DFPC resources and training. The DFPC shall also manage and administer the IQS program and provide the County, the Sheriff, and Fire Departments with IQS access, training, program guidelines, and terms of use. The DFPC may inspect records for the purposes of verifying NWCG qualifications for Fire Department, County, and State personnel.

Agreement for Cooperative Wildfire Protection  
Page 11 of 19

**Section 5. WILDFIRE PREVENTION**

**5.1 County Responsibilities.** Pursuant to C.R.S. § 30-15-401(1)(n.5)(I), the County may ban open fires within the county. In considering multi-county or statewide open burning restrictions that impact other counties pursuant to C.R.S. § 24-33.5-1225, the County will inform the DFPC so that the DFPC may aid the counties in advising the Governor in issuing a proclamation against open burning and/or public movements in any area of the State spanning multiple counties to avoid overbroad burn bans. The County shall, to the extent possible, include and follow the public use restrictions outlined in the County OP. The County agrees to work cooperatively with the DFPC to coordinate public fire prevention messages provided to the media as outlined in the County OP.

**5.2 DFPC Responsibilities.** The DFPC shall confer with the County about the need for fire restrictions, and upon determining the need for restrictions on open burning and/or public movements affecting more than one county, recommend to the Governor the imposing or lifting of restrictions for burning and/or public movements, and inform affected counties of the Governor's decision. The DFPC, in cooperation with the County, shall coordinate public fire prevention messages provided to the media and public as outlined in the County OP. To the extent that DFPC resources and funding are available, DFPC may assist the County in its wildfire prevention efforts, including, but not limited to, fuels reduction and public education activities.

**Section 6. WILDFIRE DETECTION AND NOTIFICATION**

**6.1 Sheriff Responsibilities.** The Sheriff shall comply with the reporting provisions set forth in C.R.S. § 24-33.5-1219 and its notification responsibilities as outlined in the County OP. The reporting requirements may be satisfied after the fact through the NFIRS or its successor system.

**6.2 DFPC Responsibilities.** The DFPC shall immediately forward all notifications it receives of possible Wildland Fire within the county to the Sheriff, or the Sheriff's designee, for further action as outlined in the County OP.

**Section 7. INVESTIGATIONS**

The Sheriff shall conduct, or cause to be conducted, an investigation as to the cause of all State Responsibility Fires in order for the DFPC to facilitate reimbursement of costs expended in fire suppression efforts. The Sheriff shall endeavor to provide the DFPC with a copy of a preliminary investigation report concerning the cause and origin of the fire within thirty (30) calendar days after the Wildland Fire is controlled, or as soon as practicable thereafter. The Sheriff shall provide a final report upon the conclusion of the investigation but not later than nine (9) months after the date the Wildland Fire is declared contained to aid the DFPC in meeting the one year reporting deadline for recovering federal grant monies or other reimbursements. If the Sheriff cannot provide the final report within nine (9) months, the Sheriff shall provide a written notice to the DFPC no later than nine (9) months after the date the Wildland Fire is declared contained regarding: 1) the status of the investigation; 2) when the final report will be complete;

Agreement for Cooperative Wildfire Protection  
Page 12 of 19

and 3) whether charges have been filed or an arrest has been made. The Sheriff shall also provide periodic updates to the DFPC, on the status of the investigation until the final report is provided if requested by the DFPC. If the Sheriff does not provide the final report or written notice to the DFPC as described above, the DFPC may not be able to recover grant monies or other reimbursements. Notwithstanding the foregoing, the Sheriff shall not be responsible for conducting investigations on any federally owned or managed lands. DFPC may provide technical assistance and qualified investigators to assist the Sheriff as needed.

**Section 8.     REPORTING**

**8.1     *All Parties Agree.*** The Parties recognize that Wildland fire management funding is tied to accurate and complete statistical reporting, and will work together to encourage fire response agencies within the County to report statistical wildfire data to the DFPC via the NFIRS or its successor system.

**8.2     *Sheriff Responsibilities.*** The Sheriff shall report, or cause to be reported, to the DFPC all County Responsibility Fires utilizing the NFIRS or its successor system.

**8.3     *DFPC Responsibilities.*** The DFPC shall use the data obtained pursuant to Section 8.1 and 8.2 for required federal reporting and to apply for grant funding as available. DFPC shall maintain such data for at least two (2) years. Further, the DFPC shall assist the County and Sheriff with training regarding the NFIRS or its successor system.

**Section 9.     PRESCRIBED BURNING**

Prior to performing any Prescribed Burning in the county, the Party undertaking such Prescribed Burning shall develop a prescribed fire plan. The Parties shall inform one another prior to performing Prescribed Burning. The Parties shall follow the *Colorado Prescribed Fire Planning and Implementation Policy Guide* for any Prescribed Burning in the county, unless the County has adopted guidelines or standards meeting or exceeding the standards enumerated in C.R.S. § 24-33.5-1217.5. DFPC may, upon request, assist the County with personnel and resources for the purposes of prescribed burning planning, preparation, and/or implementation. The DFPC may enter into an agreement with the County and/or the Sheriff to provide Prescribed Burning services pursuant to C.R.S. § 24-33.5-1217(6)(a).

All notices of Prescribed Burning shall meet or exceed the current DFPC guidelines and standards. At a minimum, the DFPC Battalion Chief and County Sheriff's Office shall be notified.

**Section 10.    BILLING AND PAYMENT**

**10.1    *General Provisions.*** The Parties shall ensure that the County and/or the Sheriff are parties to any Mutual Aid Agreements, cost share agreements, or other agreements that apportion any Wildland Fire expenses to the County and/or the Sheriff and those agreements shall comply with State law.

Agreement for Cooperative Wildfire Protection  
Page 13 of 19

**10.2 County Responsibility.** It is the County's responsibility to pay costs incurred during an incident in accordance with any cost share agreements the County is a Party to. Regardless of whether or not a cost share has been negotiated on a County responsibility fire, County acknowledges that County shall encumber and pay all incident expenses that were authorized by the County, subject to agreements with other entities. County acknowledges that DFPC serves as coordinator for inter-jurisdictional wildfire billing in Colorado.

**10.3 DFPC Responsibility.** Upon request, DFPC may assist counties in gathering supporting documentation of incident costs. It is DFPC's responsibility to pay costs incurred during an incident in accordance with cost share agreements they are Party to. DFPC shall encumber and pay all incident expenses that were authorized by DFPC. Any invoice from DFPC to the County and/or the Sheriff for any expense incurred by any agency for a Wildland Fire occurring in the county shall include appropriate supporting documentation. DFPC serves as the coordinator for all inter-jurisdictional Wildland fire billing in Colorado, and may charge the county and the sheriff a cost of overhead fee at a rate that adequately offsets the cost of providing the billing services. The rate will not exceed ten percent (10%) of the total amount billed to the County, based on actual costs.

**Section 11. GENERAL PROVISIONS**

**11.1 Term.** The Term of this Agreement shall commence on the date the last Party signs and shall remain in effect for five (5) years from that date. Any Party shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties to this Agreement.

**11.2 Repeal of Prior Agreements.** This Agreement, upon full execution, shall repeal and replace any other prior agreements between the Parties relating to cooperative Wildfire protection within the county.

**11.3 Amendments or Extensions.** Amendments or extensions, save any subject to rulemaking, within the scope of this Agreement shall only be made by mutual consent of the Parties to this Agreement by issuance of a written modification, signed and dated by all Parties to this Agreement, prior to any changes taking effect. No Party is obligated to fund any changes not properly approved in advance.

**11.4 Notices.** All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed effective upon delivery, if delivered personally, or three (3) calendar days after mailing if deposited in the U.S. Mail, postage prepaid, and addressed to the respective parties as follows:

DFPC:            Division Director  
                    690 Kipling Street, #2000  
                    Lakewood, Colorado 80215

Agreement for Cooperative Wildfire Protection  
Page 14 of 19

County: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sheriff: 800 West 1st St. Ste 100  
Craig, CO 81625  
\_\_\_\_\_

**11.5 Entire Understanding.** This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

**11.6 Digital Signatures.** If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

**11.7 Third Party Beneficiaries.** Except for the Parties' respective successors and assigns described in § 17.A, 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 this Agreement, and do not create any rights for such third parties.

**11.8 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.

**11.9 CORA Disclosure.** To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

**11.10 Colorado Special Provisions. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).** These Special Provisions apply to all contracts except where noted in italics.

**(a) FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the Parties payable after their current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**(b) GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the

Agreement for Cooperative Wildfire Protection  
Page 15 of 19

Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the Parties' risk management statutes, §§24-30-1501, et seq. C.R.S. 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.

**(c) INDEPENDENT PARTY.**

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

Similarly, State shall perform its duties hereunder as an independent Party and not as an employee of the County or Sheriff. Neither State nor any agent or employee of State shall be deemed to be an agent or employee of County or Sheriff. State shall not have authorization, express or implied, to bind the County or Sheriff to any agreement, liability or understanding, except as expressly set forth herein. **State and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County or Sheriff and neither the County nor Sheriff shall pay for or otherwise provide such coverage for State or any of its agents or employees. State shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. The State is self-insured through Risk Management.**

**(d) COMPLIANCE WITH LAW.**

**Each Party 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.**

**(e) CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this 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.

Agreement for Cooperative Wildfire Protection  
Page 16 of 19

**(f) PROHIBITED TERMS.**

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

**(g) SOFTWARE PIRACY PROHIBITION.**

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. County hereby certifies and warrants that, during the term of this Agreement and any extensions, County has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that County 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.

**(h) EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

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

**(i) VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

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

Agreement for Cooperative Wildfire Protection  
Page 17 of 19

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Moffat \_\_\_\_\_ **COUNTY, COLORADO:**

**Board of County Commissioners:**

Signed by: Tony Bolner 11/18/2024 | 12:03:42 PM MST  
By: \_\_\_\_\_  
Chair, Authorized Officer

**County Clerk:**

By: \_\_\_\_\_  
County Clerk

**County Sheriff:**

DocuSigned by: KC Hume 11/08/2024 | 1:35:53 PM MST  
By: \_\_\_\_\_  
Sheriff

**STATE OF COLORADO:  
Jared Polis, GOVERNOR**

**Department of Public Safety, Division of Fire Prevention and Control**

By: \_\_\_\_\_  
Michael C. Morgan  
DFPC Director

**AGREEMENT  
FOR  
COOPERATIVE WILDFIRE PROTECTION**

**EXHIBIT A. Summary of Eligible Costs on State Responsibility Fires**

**I. PURPOSE**

The purpose of this Exhibit is to establish the eligibility of reimbursable costs for the County and DFPC on State Responsibility Fires (SRF).

**II. ELEVATION OF A COUNTY RESPONSIBILITY FIRE TO A STATE RESPONSIBILITY FIRE**

- A. **Procedure for Obtaining (SRF) Assistance.** To obtain SRF assistance, the Sheriff shall follow the procedure outlined in the Agreement for Cooperative Wildfire Protection for elevating a County Responsibility Fire to a State Responsibility Fire. Provided that State funds (may be Emergency Fire Funds (EFF), Disaster Emergency Funds (DEF), or other funding sources) are available, the County shall be eligible for SRF assistance when the DFPC Analysis threshold for SRF assistance has been met and the parties have entered into an Assumption of Fire Control Duty Agreement. Any disagreements between the parties regarding eligibility for SRF assistance shall be addressed through the appeals process in accordance with the provision of § 24-4-106, C.R.S.

**III. ELIGIBILITY OF COSTS**

The provisions of this subsection shall control the eligibility of costs for reimbursement from the DFPC during an SRF. Reimbursement or payment shall be limited to eligible costs incurred in containing and controlling a wildfire that is determined to be eligible for State Responsibility and are incurred during the designated State Responsibility Period. The designated State Responsibility Period is defined as the time after the State assumes fire control and financial responsibility for the fire from the County until DFPC returns full fire control and financial responsibility for the fire back to the County. During this Period, the DFPC will reimburse the County and the Sheriff for Eligible Costs incurred in connection with the County's and the Sheriff's wildland fire suppression efforts on SRF incidents within their jurisdiction.

For purposes of this Exhibit, "Host County" is defined as the County or Counties in which the SRF incident is occurring, and "County" includes the Sheriff.

**A. Costs eligible for reimbursement or payment unless contrary to local agreements ("Eligible Costs")**

- DFPC approved costs for fire suppression activities as outlined in the CDPS Cooperator Incident Reimbursement Guidelines.
- Host County permanent employees overtime pay including benefits.

Agreement for Cooperative Wildfire Protection  
Page 19 of 19

- Host County temporary/seasonal employee regular and overtime pay including benefits.
- Host County equipment use and fuel.
- Host County owned or contracted and managed aircraft use and fuel.
- State of Colorado permanent employee project and overtime pay including benefits.
- State of Colorado temporary/seasonal employee regular and overtime pay including benefits.
- State of Colorado permanent and temporary/seasonal employee travel expenses.
- State of Colorado equipment use and fuel.
- State of Colorado owned or contracted and managed aircraft use and fuel.
- Restock and/or replacement of supplies consumed, lost or destroyed in the fire control effort, as supported by appropriate incident documentation.

**B. Costs NOT eligible for reimbursement or payment**

- Host County permanent employee regular/base salaries and benefits.
- Host County equipment repair and replacement due to normal wear and tear.
- Host County owned or contracted and managed aircraft daily availability, normal wear and tear, and repair.
- State of Colorado permanent employee regular/base salaries and benefits.
- State of Colorado equipment repair and replacement due to normal wear and tear.
- State of Colorado owned or contracted and managed aircraft daily availability, normal wear and tear, and repair.
- Costs covered by insurance.
- Host County Sheriff's costs of performing the investigation of all human caused fires, except for overtime and benefits that occur during the designated State Responsibility Period.

**C. Costs that the Division Director may determine to be reimbursable or payable as Eligible Costs on a case-by-case basis**

- Damages to fire equipment resulting from a declared fire.
- Other costs not outlined in this Exhibit.



# Moffat County Fairgrounds Multi-Use Events & Resiliency Center Feasibility Study & Master Plan Executive Summary



**JOHNSON  
CONSULTING**



**CDSmith**

**CUMMING  
GROUP**

**November 2024**

# Introduction & Objectives

The Consulting Team (C.H. Johnson Consulting, Inc. in association with MIG, Inc., Charles D. Smith Architecture & Planning, LLC and Cumming Group) was retained by Moffat County to provide a Feasibility Study and Master Plan for a new Multi-Use Events & Resiliency Center at, and broader campus improvements to, the Moffat County Fairgrounds in Craig, CO. Moffat County is exploring the potential for a Multi-Use Events & Resiliency Center to diversify County revenues and serve as an economic development driver that will draw visitors from outside of the local area, particularly given that there are very few venues like this in the region. This in turn will help to offset the impact of the closure of Tri-State Energy's coal mines and the Craig Station power plant, by 2028.

The intent is to explore a range of fiscally sustainable options that will assist the County in making decisions about the future of the Fairgrounds. These options will:

**1. Maintain the core function of the Fairgrounds and facilitate the annual Fair and other major events, including Grand Old West Days (GOWD).**

**2. Increase year-round events, attendance, and revenue generation, to maximize the Fairgrounds' economic impact, and drive economic development and tourism.**

The Consulting Team developed and executed a comprehensive methodology to analyze the market potential for, and feasibility of, various potential improvements to the Fairgrounds site. The following summary of key observations, recommendations and conclusions reflects a detailed analysis of existing conditions, market characteristics, industry trends, stakeholder and community engagement, and regional and comparable facilities.



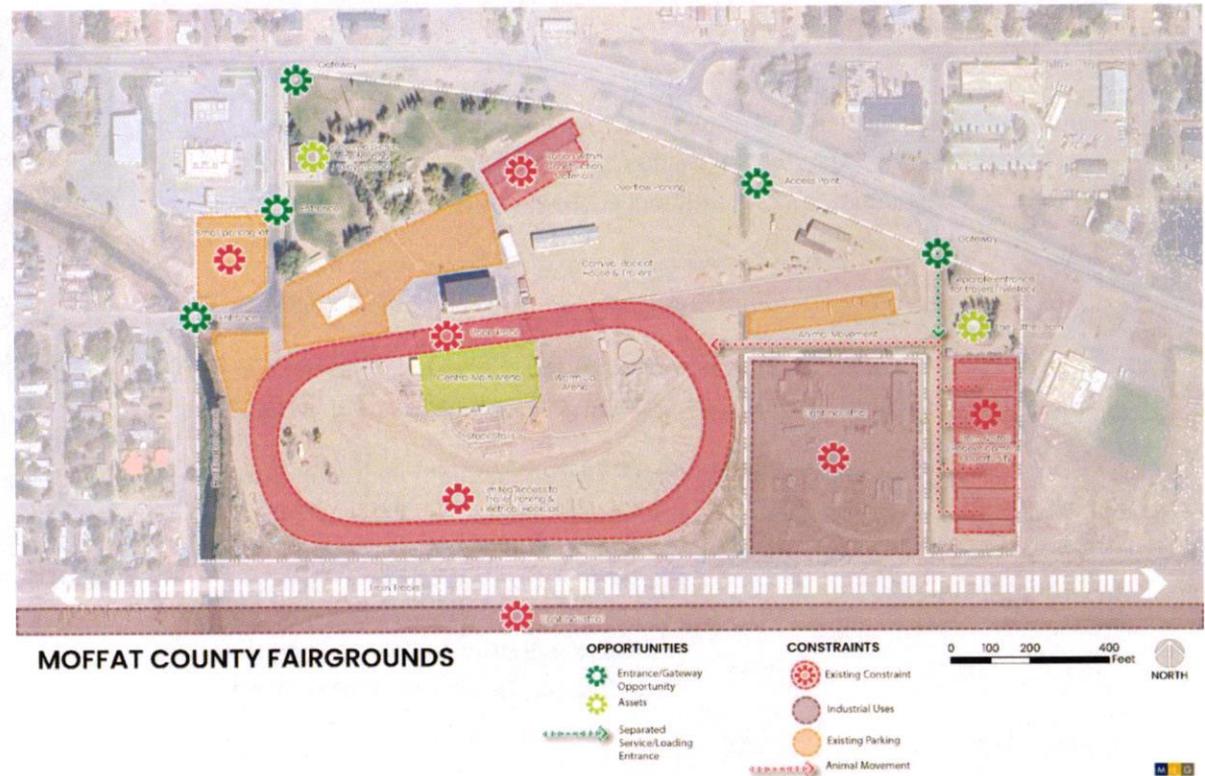
**MOFFAT COUNTY FAIRGROUNDS**



# High-Level Functionality & Operational Assessment

## Key Observations

- Strategic location **central to many ag-oriented Western States** and in close proximity to the borders of Wyoming (to the north) and Utah (to the west).
- Moffat County Fairgrounds is **well utilized**, reporting 434 use days in 2023 including the annual Moffat County Fair, Grand Old West Days, and attracting a considerable proportion of **out-of-State visitors**.
- Having said that, Moffat County Fairgrounds has **not seen the level of investment** that has been observed at similar facilities, regionally and nationally and **lacks indoor multi-purpose space**, that is flexible in design to accommodate a variety of event types.
- There is **unmet need for multi-purpose event space, and dedicated conference space**, in the local and regional markets. Stakeholders and the community also identified a desire for **upgrades to existing facilities, year-round activation of the site, and strategies to ensure adequate parking** for events.
- A new **Multi-Use Events & Resiliency Center** and a **consistent long-term vision**, as set forth in this Master Plan, will support the County's vision to optimize and enhance the Fairgrounds to serve the Fair, other annually repeating events, current users and the local community, and grow year-round utilization and revenues by attracting new users, events and activities.



# Program Recommendations



CONCEPTUAL RENDERING AT ENTRY  
MULTI-USE EVENTS & RESILIENCY CENTER

## TOP OPPORTUNITIES TO IMPROVE MOFFAT COUNTY FAIRGROUNDS:

- Develop a **Multi-Use Events & Resiliency Center** that can provide greater event flexibility and opportunities for year-round activities - 45,000 SF (300' x 150') concrete arena floor, with seating for 1,800 spectators, supplemented by ~15,000 SF of **dedicated conference/ meeting space**.
- Design the Multi-Use Events & Resiliency Center to **LEED Certified Gold** standards, incorporating **geothermal and solar energy**.
- Develop an **indoor warm-up arena and stall barn** (~200 stall capacity) attached to the Multi-Use Events & Resiliency Center.
- Create a more **campus-like environment** through improved public spaces and landscaping; Redesign the primary site entrances to create **strong community gateways**; and Create a cohesive and navigable **wayfinding** system.
- **Decommission the racetrack** and reconfigure to create a straight track (60' x 390') in front of the Grandstand; and Improve and enhance the Grandstand.
- Upgrade, improve and provide additional **RV campsites**; **Address parking issues**; and Provide additional storage on the site.
- Re-skin the existing Indoor Arena and remove the existing Pavilion.

# Final Plan & Phasing



## Legend

- Buildings
- Landscaping
- Gravel
- Plaza
- Parking and Roads
- Concrete
- Arena Addition

- Phase 1 (Year 1)
- Phase 2 (Year 3)
- Phase 3 (Year 5)



# Conceptual Aerial Rendering



# Key Performance Metrics

## Estimate of Probable Costs

The probable cost of the recommended Master Plan improvements to Moffat County Fairgrounds, inclusive of a contingency of 20.0 percent and escalation, amount to \$51.3M for Phase 1, which is anchored by a new Multi-Use Events & Resiliency Center, \$31.3M for Phase 2, which includes a warm-up arena and stall barn attached to the Multi-Use Events & Resiliency Center, and \$4.7M for Phase 3 (total \$85.8M).

## Responsiveness to Key Objectives

- ✓ **Maintain the core function of the Fairgrounds and facilitate the annual Fair and other major events, including Grand Old West Days (GOWD).**
- ✓ **Increase year-round events, attendance, and revenue generation, to maximize the Fairgrounds' economic impact, and drive economic development and tourism.**

The impact of Moffat County Fairgrounds is not insignificant today. With the implementation of the recommended Master Plan improvements, the Fairgrounds will be **positioned to generate an even more significant economic and fiscal impact**, 4-times the economic impact and 3-times the fiscal impact of current operations, **reflecting its true role as a recreational, tourism and economic development asset and an invaluable resource** for Craig, Moffat County, and the State of Colorado, as well as communities in the neighboring areas of Wyoming and Utah.

MOFFAT COUNTY FAIRGROUNDS		Baseline (2022 Actual)	Improved Fairgrounds (Year 5 Projected)
<b>Activity Volume</b>			
	Use Days:	435	615
	Fair Attendance <sup>1</sup> :	5,000	5,500
	Non Fair Attendance:	25,000	108,550
	Total Attendance:	30,000	114,050
	Out-of-Town Visitors <sup>2</sup> :	10,950	36,481
	Hotel Room Nights:	1,825	5,853
<b>Estimated Spending Volume</b>			
	Spending At Facility:	\$195,000	\$872,472
	Spending Outside Facility:	\$907,025	\$4,752,556
	Facility Operational Spending:	\$111,593	\$76,392
	<b>Total Direct Spending:</b>	<b>\$1,213,618</b>	<b>\$5,701,420</b>
<b>Economic Impact</b>			
	Wages Created:	\$519,134	\$2,438,824
	Ongoing Jobs Sustained:	12	50
	<b>Total Economic Impact<sup>3</sup>:</b>	<b>\$1,651,091</b>	<b>\$6,634,761</b>
<b>Fiscal Impact</b>			
	State Sales & Hotel Tax Revenues:	\$37,343	\$149,565
	County Sales & Hotel Tax Revenues:	\$24,272	\$95,051
	City Sales & Hotel Tax Revenues:	\$45,127	\$88,437
	<b>Total Fiscal Impact:</b>	<b>\$106,743</b>	<b>\$333,053</b>

1. 2022 baseline Fair attendance represents average between 2020 and 2023 to account for fluctuation in estimated attendance counts

2. Out-of-Town visitors refer to visitors from outside of Moffat County

3. Total economic impact includes direct, indirect and induced spending volumes

Source: Johnson Consulting, MIG, CD Smith, Cumming



## FY 2024: Cycle 23-11 EIAF Tier I/Tier II and Special Initiatives Funding Application

Status:  
Filed On:  
Filed By:  
Reviewed On:  
Reviewed By:  
Reviewer Notes:

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### Application Overview

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You are **required** to work with your Regional Manager prior to completing your application. The DOLA Grants Portal will only be opened for your community to apply upon approval from your Regional Manager.

The Department of Local Affairs' (DOLA) Energy and Mineral Impact Assistance Fund (EIAF) program was created to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. Funds come from the state severance tax on energy and mineral production and from a portion of the state's share of royalties paid to the federal government for mining and drilling of minerals and mineral fuels on federally-owned land. The creation of the fund is outlined in C.R.S. 34-63-102 (Federal Mineral Lease) and C.R.S. 39-29-110 (Severance). Grant dollars are to be awarded for the planning, design, construction, and maintenance of public facilities and for the provision of services by political subdivisions.

Requests in this Cycle 23-11 may be for:

**EIAF Tier I:** up to \$200,000 with a 1:1 match

**EIAF Tier II:** over \$200,001 and up to \$1,000,000 with a 1:1 match

**Climate Resilience Challenge:** up to \$5,000,000 with a 25% match for implementation, 10% for planning

**Main Street LIVE:** up to \$1,500,000 with a 25% match for implementation, 10% for planning

**More Housing Now & Land Use Initiative:** up to \$2,000,000 with a 25% match for implementation, 10% for planning

Tier I award notifications are anticipated in early October. All other application presentations are scheduled for late October 2023 with funding decisions anticipated in early November 2023. For more information and additional documentation on the EIAF program including the three special initiatives, please go to the program website at: <https://dlg.colorado.gov/energy-mineral-impact-assistance>

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### A. APPLICANT/CONTACT INFORMATION

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**1. Select Your Organization: \***

The list is filtered to eligible organizations. If you do not see your organization listed, please contact DLG at 303-864-7720 for further assistance. In the case of a multi-jurisdictional application, please select the lead organization. Select from a dropdown menu.

In the case of a multijurisdictional application, select the other participating eligible organizations. Select from a dropdown menu.

**2. Principal Representative:**

(In the case of a multi-jurisdictional application, principal representative of the lead organization.)

Honorific:

First Name: \* Tony

Middle Name:

Last Name: \* Bohrer

Suffix:

Role: \* Select from a dropdown menu.

Mailing Address: \* 1198 W. Victory Way #0104

Address 2:

City: \* Craig

State: \* CO

Zip Code: \* 81625

Phone Number: \*970-824-9115  
Email Address: \*tbohrer@moffatcounty.net

**3. Responsible Administrator (will receive all mailings) for the application:**

Honorific:  
First Name: \* Roy  
Middle Name:  
Last Name: \* Tipton  
Role: \* Select from a dropdown menu.  
Mailing Address: \* 1198 W. Victory Way #107  
Address 2:  
City: \* Craig  
State: \* CO  
Zip Code: \* 81625  
Phone Number: \*970-824-9160  
Email Address: \* rtipton@moffatcounty.net

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**B. CHIEF ELECTED OFFICIAL INFORMATION**

Please provide contact information for the chief elected official.

Name \* Tony Bohrer  
In case of a multi-jurisdictional application, chief elected official of the "lead" political subdivision. Title \* Moffat County Board of County Commissioners Chair  
Street Address \* 1198 W. Victory Way #104  
City \* Craig  
State \* CO  
Please use the two-letter abbreviation  
Zip \* 81625  
Phone \* 970-824-9115  
Email Address \* tbohrer@moffatcounty.net

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**C. PROJECT DESCRIPTION**

a. **What funding opportunity are you applying for?** Select from drop down menu  
EIAF Tier I  
EIAF Tier II

**Climate Resilience**  
**Challenge**

Main Street LIVE  
More Housing Now & Land Use Initiative

**b. Project Title \***

Begin the project name with your community name. Example: "Monte Vista Project Name" or "Lincoln County Project Name".

Multi Use Events and Resiliency Center Engineering and Design

**c. Amount requested \*2,000,000**

The amount requested should equal the Grant Request Total line in the project budget attached in Section M.

**d. Matching funds \*6,250,000**

**e. For public potable water and public wastewater projects only**

Are you willing to discuss any portion of your match being a DOLA loan (5% interest & up to 20-year term)? Select from a dropdown menu.

d.1 If yes, please enter total loan amount requested

d.2 Desired term of loan

**f. Describe the problem, opportunity or challenge that resulted in the request. \***  
(1,000 character limit)

Moffat County, a coal impacted community heavily reliant on coal mines and a power plant that contributes

46% of all property taxes, faces the urgent need to transition away from its coal-based energy economy. To address this challenge, the County has identified the development of a multi-use events and resiliency center as a transformative opportunity. This ambitious project aims to diversify the local economy, enhance economic development, and create a regional hub for events and conferences throughout the year.

The facility will be designed based on the recommendations of the master plan completed in 2024. It will be constructed to LEED Gold standard incorporating geothermal and solar energy systems providing year-round space for events and tourism. The project includes a 45,000 sf arena with seating for 1,800 to 6,000 spectators plus 15,000 SF of dedicated conference/ meeting space.

**g. Describe the project scope of work \***

Describe the various tasks involved in the project including specific data such as quantities, mileage, square feet, linear ft. etc., as well as specific project location within the city and/or county etc. If this is a broadband planning or middle mile implementation project, describe how it supports last mile expansion. Please be specific to this phase of the project for which you are seeking funding. (1,000 character limit)

The project scope of work involves multiple tasks related to the development of the multi-use events center at the Moffat County Fairgrounds. Specifically, to develop construction ready drawings and documents including engineering, architectural design, and environmental review. Design to be based on the Master Plan completed November 2024.

**h. Will the project be undertaken in a wetlands or flood hazard area? \* No**

Select from a dropdown menu.

**h.1 List floodplain maps/studies reviewed. Describe alternatives considered.**

(500 character limit)

**i. Local priority**

If more than one application from the same government (1 of 2, 2 of 2, etc.)

Select from a dropdown menu.

1

**j. Supporting documents**

Upload any supporting documents (studies, plans, preliminary reports, schedules, letters of support, etc.) as a single PDF document.

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**D. DEMONSTRATION OF NEED**

The statutory purpose of the Energy and Mineral Impact Assistance program is to provide financial assistance to "political subdivisions socially or economically impacted by the development, processing or energy conversion of minerals and mineral fuels."

**a. Demonstration of need \***

Why is the project needed at this time? (1,000 character limit)

The proposed multi-use events center at the Moffat County Fairgrounds addresses this urgent need for economic development. By providing a versatile venue capable of attracting large-scale events and conferences, the project aims to revitalize the local economy, create new job opportunities, and generate revenue to compensate for the loss of the coal industry. The events center will serve as a catalyst for tourism, attracting visitors from both within and outside the region, thereby stimulating spending in local businesses, hotels, restaurants, and service industries. Additionally, the project will enhance community engagement and provide a platform for showcasing local talent and fostering entrepreneurship. Projections from the market analysis completed 2024 indicate the project will add over \$6 million to the economy annually and create over 50 jobs.

RESOLUTION 2024-123  
AMENDING RESOLUTION NO. 2017-153  
MOFFAT COUNTY FINANCIAL POLICIES

WHEREAS, the Moffat County Board of County Commissioners (“BOCC”) deems it to be in the best interest of Moffat County to amend the Financial Services Policy (“FP”), Resolution No. 2017-153;

WHEREAS, this amendment to the FP is to incorporate the Master Equity Lease Agreement (“MELA”) and the Amendment to the MELA (collectively termed “Fleet Agreement”) with Enterprise, adopted by the BOCC on September 10, 2024;

WHEREAS, the Fleet Agreement amends the FP to the extent that the Lessor under the Fleet Agreement determines when any leased motor vehicles are returned to the Lessor;

WHEREAS, this amendment to the FP is to incorporate the Fleet Agreement into the FAP so the FAP is up to date and consistent with the changes set out in the Fleet Agreement; and

WHEREAS, this amendment of the FP has been shared and available for comment and review by all Moffat County Elected Officials and Department Heads.

NOW, THEREFORE, BE IT RESOLVED by the Moffat County BOCC as follows:

1. That this Amendment to the FP, and the FP attached hereto and made a part hereof, be in force and effect after the 26th day of November, 2024.
2. That any Moffat County resolution or provision thereof which is inconsistent with this Resolution is hereby repealed.

Adopted this 26<sup>th</sup> day of November, 2024.

MOFFAT COUNTY BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
Tony Bohrer, Chair

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 elate stated.

Witness my hand and the seal of said County this 26th day of November, 2024.

\_\_\_\_\_  
Erin Miller, Deputy Clerk and Ex-officio County  
Commissioners, Moffat County State of Colorado

RESOLUTION 2024-124  
AMENDING RESOLUTION NO'S. 2017-152 & 2019-86  
MOFFAT COUNTY CAPITAL IMPROVEMENT PLAN POLICY

WHEREAS, the Moffat County Board of County Commissioners (“BOCC”) deems it to be in the best interest of Moffat County to amend the Capital Improvement Plan Policy (“CIPP”), found at Resolution Nos. 2017-152 and 2019-86;

WHEREAS, this amendment to the CIPP is to incorporate the Master Equity Lease Agreement (“MELA”) and the Amendment to the MELA (collectively termed “Fleet Agreement”) with Enterprise, adopted by the BOCC on September 10, 2024; and

WHEREAS, the Fleet Agreement amends the CIPP to the extent that the Lessor under the Fleet Agreement determines when any leased motor vehicles are returned to the Lessor;

WHEREAS, this amendment to the CIPP is to incorporate the Fleet Agreement into the CIPP so the CIPP is up to date and consistent with the changes set out in the Fleet Agreement; and

WHEREAS, this amendment of the CIPP has been shared and available for comment and review by all Moffat County Elected Officials and Department Heads.

NOW, THEREFORE, BE IT RESOLVED by the Moffat County BOCC as follows:

1. That this amendment to the CIPP, and the Moffat County CIPP attached hereto and made a part hereof, be in force and effect after the 26th day of November, 2024.
2. That any Moffat County resolution or provision thereof which is inconsistent with this Resolution is hereby repealed.

ADOPTED this 26th day of November, 2024.

MOFFAT COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
Tony Bohrer, Chair

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 elate stated.

Witness my hand and the seal of said County this 26th day of November, 2024.

\_\_\_\_\_  
Erin Miller, Deputy Clerk and Ex-officio County  
Commissioners, Moffat County State of Colorado

RESOLUTION 2024-125  
AMENDING RESOLUTION NOS. 2019-85 & 2007-34  
MOFFAT COUNTY FIXED ASSET POLICY

WHEREAS, the Moffat County Board of County Commissioners (“BOCC”) deems it to be in the best interest of Moffat County to amend the Fixed Asset Policy (“FAP”), Resolution Nos. 2019-85 and 2007-34;

WHEREAS, this amendment to the FAP is to incorporate the Master Equity Lease Agreement (“MELA”) and the Amendment to the MELA (collectively termed “Fleet Agreement”) with Enterprise, adopted by the BOCC on September 10, 2024;

WHEREAS, the Fleet Agreement amends the FAP to the extent that the Lessor under the Fleet Agreement determines when any leased motor vehicles are returned to the Lessor;

WHEREAS, this amendment to the FAP is to incorporate the Fleet Agreement into the FAP so the FAP is up to date and consistent with the changes set out in the Fleet Agreement; and

WHEREAS, this amendment of the FAP has been shared and available for comment and review by all Moffat County Elected Officials and Department Heads.

NOW, THEREFORE, BE IT RESOLVED by the Moffat County BOCC as follows:

1. That this Amendment to the FAP, and the FAP attached hereto and made a part hereof, be in force and effect after the 26th day of November, 2024.
2. That any Moffat County resolution or provision thereof which is inconsistent with this Resolution is hereby repealed.

Adopted this 26th day of November, 2024.

MOFFAT COUNTY BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
Tony Bohrer, Chair

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 elate stated.

Witness my hand and the seal of said County this 26th day of November, 2024.

\_\_\_\_\_  
Erin Miller, Deputy Clerk and Ex-officio County  
Commissioners, Moffat County State of Colorado

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF MOFFAT, STATE OF COLORADO  
RESOLUTION 2024-122

REGARDING THE COUNTY RESOLUTION ON AMBULANCE SERVICES

**WHEREAS**, the Board of County Commissioners of Moffat County, Colorado (the “Board”) pursuant to the authority granted in the Colorado Emergency Medical and Trauma Services Act, Colo. Rev. Stat. § 25-3.5-101, et seq., as amended, and the Colorado Department of Public Health and Environment (the “Department”); Health Facilities and Emergency Medical Services Division; Emergency Medical Services Rules, 6 C.C.R. 1015-3, as amended, has the authority to regulate and authorize ambulance services operating within the county’s jurisdiction;

**WHEREAS**, the health and safety of the residents within Moffat County (the “County”) are of paramount importance, and efficient medical services are vital for preserving and protecting the County community and its visitors;

**WHEREAS**, pursuant to Colo. Rev. Stat. § 25-3-301, the County has created a public hospital, The Memorial Hospital, dba Memorial Regional Health, which operates as critical access hospital (“CAH”) in Craig, Colorado (“Memorial”);

**WHEREAS**, Memorial also operates a CAH-based ambulance service (“Memorial’s EMS”);

**WHEREAS**, on July 23<sup>rd</sup>, 2024, the County has adopted a resolution pertaining to the County’s authority to regulate ambulance services;

**WHEREAS**, the Board recognizes the need to establish further operational rules and guidelines to ensure the effective and reliable functioning of ambulance services within the County;

**WHEREAS**, the Board desires to pass a resolution to enhance coordination among emergency responders, optimize resource allocation, and maintain the highest standards of medical care during transportation and

**WHEREAS**, the Board desires to limit ambulance services traveling to the County to transport patients from Memorial and to limit such transports from Memorial to Memorial’s EMS.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board that the following rules for ambulance services operating within the County are hereby established:

- A. Authorization to Operate. A ground ambulance service shall not operate from an ambulance service station located in the County unless the ground ambulance service has obtained authorization to operate from the County.

- B. Board Actions. Subject to the existing State and County licensing requirements, the Board hereby takes the following actions:
1. The Board hereby affirms Memorial EMS's license and authorization to operate a ground ambulance service in the County, including authority to transport patients from any location in the County and deliver patients to medically appropriate locations within and without the boundaries of the County.
  2. Memorial's EMS shall be the exclusive ground ambulance service operating from stations located within 35 miles of Memorial that is authorized to provide patient transfers from Memorial.
- C. Limitations on Licensed Ambulance Services. Notwithstanding any current or future licensee's authorization to operate ambulance services within the County, Memorial's EMS shall be the only ground ambulance service located within 35 miles of Memorial that is authorized by the Board to provide patient transfers from Memorial to other locations within or without the County. Subject to exceptions described herein, ambulance services stationed within 35 miles of Memorial are not authorized to provide patient transfers from Memorial. Provided, however, except for the limitations outlined in this section, this resolution does not restrict ambulance providers from conducting medically appropriate transports both within and outside the County.
- D. Mutual Aid Agreements. Ambulance services headquartered or stationed inside or outside the County may deliver patients to locations within the County when medically appropriate and may assist in mass casualty and similar emergent situations when requested by the County, emergency authorities, or licensed ambulance operators headquartered in the County. The County will have full legal authority to exercise emergency response mutual aid agreements with other surrounding emergency response agencies, including without limitation air ambulance services providers and enter into arrangements as needed for the health and safety of the residents and visitors of the County.
- E. Authorization Term. Ambulance service authorizations granted or limitations imposed in accordance with this Resolution shall remain valid until revoked by the Board.
- F. Legacy Clause. If the Board relinquishes its authority to regulate ambulance services within the County to the State of Colorado by submitting an "opt out" form as required by the State of Colorado, this Resolution shall remain in full force in effect unless the Board determines otherwise through a written resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF THE COUNTY OF MOFFAT, STATE OF COLORADO:**

**THAT**, the Board hereby finds, determines, and declares that this Resolution is necessary for the safety, welfare, and resilience of the residents of the County of Moffat, State of Colorado.

**MOVED, READ, AND ADOPTED** by the Board at its regular meeting held 26<sup>th</sup> day of November, 2024.

ATTEST:

COUNTY OF MOFFAT, STATE OF  
COLORADO, By and Through Its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Clerk to the Board  
of County Commissioners

\_\_\_\_\_  
Tony Bohrer, Commissioner (District 1)

\_\_\_\_\_  
Melody Villard, Commissioner (District 2)

\_\_\_\_\_  
Donald Broom, Commissioner (District 3)

**Memorial Regional Health  
Medicare Ambulance Reimbursement Summary  
November 7, 2024**

The Centers for Medicare and Medicaid Services (“CMS”) provides cost reimbursement rates to Critical Access Hospitals (“CAH”) like Memorial Regional Health (“Memorial”) for treating Medicare patients. These higher Medicare reimbursement rates for CAHs are in recognition of its essential role in delivering health care services in rural areas. However, the higher cost reimbursement rates do not extend to ambulance services provided by a CAH operated ambulance service (like the one Memorial operates) unless additional requirements are met. Currently, Memorial’s ambulance service does not meet these additional requirements.

In order to qualify for cost-reimbursement, a CAH operated ambulance service must be the sole provider of ambulance services within a 35-mile radius of its main campus. A special rule allows ambulance services that are within 35 miles of the CAH to be disregarded for these purposes if they are not legally authorized to transport individuals both to or from the CAH that operates the ambulance service.

With respect to Memorial, the nearest ambulance providers are:

- **Moffat County EMS**
  - Moffat County, 2 miles from Memorial;
- **West Routt FPD**
  - Routt County, 19.1 miles from Memorial;
- **Maybell Ambulance**
  - Moffat County, 29.7 miles from Memorial.

Because there are three ambulance providers within 35 miles that are not legally restricted from transporting patients to or from Memorial, Memorial’s ambulance service does not qualify for cost reimbursement. Our understanding of the current practices are that none of the ambulances listed above come to Memorial to pick up patients and transport them elsewhere, however, they are not legally restricted from doing this. Notably, neither Moffat County EMS nor Maybell Ambulance are enrolled in Medicare so they are disregarded relative to the 35 mile rule for reimbursement. However, since there is at least one ambulance provider (West Routt FPD) within 35 miles of Memorial that can legally transport patients to and from Memorial, this disqualifies Memorial’s ambulance service for cost reimbursement.

The State of Colorado licenses ambulance providers at a state level but allows county governments to retain the authority to regulate ambulance services in the county. Moffat County has opted to continue regulating ambulance services within the county. There do not appear to be any ordinances or local laws that restrict ambulance services, whether based within or outside of Moffat County, from transporting patients to or from hospitals located within the county.

If Moffat County were to amend its ambulance law so that it only allowed Memorial's ambulance and others, coming from greater than 35 miles away, to provider patient transfers from Memorial, then Memorial's ambulance service would be able to apply to Medicare for increased ambulance reimbursement. The law could provide an exception for air transport and special needs transport by ambulance services that are located more than 35 miles from Memorial.

Restricting ambulance providers from transporting patients from Memorial in this manner would not alter the current operations of ambulance services in the area. None of the nearest ambulance providers listed above currently transport patients FROM Memorial, only TO Memorial. The only outbound transports are air ambulance and occasional mutual arrangement transports done by ambulances coming from more than 35 miles away. As a result, such a county law would have the effect of restricting these other services from doing something they are NOT doing now.

If this Moffat County ambulance law were to be drafted and adopted in a way that accomplishes the above restriction, then Memorial's ambulance service would be able to apply to Medicare for increased ambulance reimbursement. The increased reimbursement comes entirely from Federal funding through the Medicare program. No state or local funding would be involved. This additional funding could amount to \$300,000 - \$500,000 dollars annually.

Memorial is requesting that it be afforded the opportunity to work with Moffat County's management, corporate counsel, and the Commissioners to develop an amendment to the Moffat County ambulance law to achieve this result. Several other Colorado counties have or will be working to achieve similar results for their CAH operated ambulance services. If Moffat County is willing to consider this approach, we would be happy to provide a suggested resolution establishing the goals outlined above.