

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, September 23, 2025**

8:30 am Pledge of Allegiance

Call to order by the Chairman / Approval of the agenda

**Consent Agenda -**

Review & Sign the following documents:

**Minutes:**

- a) September 9 (pgs 3-6)

**Resolutions:**

- b) 2025-87: A/P (pg 7)
- c) 2025-88: Payroll (pg 8)
- d) 2025-89: Department of Public Health Designation /Rate of Pay for Call Outs (pgs 9 & 10)
- e) 2025-90: P-Cards (pg 11)

**Contracts & Reports:**

- f) School Security Officer Independent Contractor Services Agreement w/MCSD (pgs 12-24)
- g) Inmate Detention Services Agreement w/Rio Blanco County (pgs 25-30)
- h) Department of Human Services/Prowers County – Hotline County Connection Center Memo of Understanding (pgs 31-34)
- i) Department of Human Services/Advanced Copier Solutions – Annual Renewal Maintenance Agreement (pgs 35 & 36)
- j) Department of Public Health/Colorado Department of Public Health & Environment - Maternal and Child Health & Child Fatality Prevention Program(s) contract (pgs 37-45)
- k) Library grant application (pgs 46 & 47)
- l) Department of Public Health/Colorado Department of Public Health & Environment Indirect Cost Negotiation agreement (pgs 48 & 49)
- m) Parking & Storage agreement for Loudy-Simpson Park Ice Arena parking lot w/Center Ice Group (pg 50)
- n) Ratify:
  - Public Safety Center Electric Gate Installation contract w/Taylor Fence (pgs 51-87)
  - Loudy-Simpson Park Irrigation System Design contract w/Hines, Inc (pgs 88-100)
  - Public Safety Center RTU Installation contract amendment #1 w/Masterworks (pgs 101 & 102)
  - American Legion Post #62 Vehicle Lease Agreement (pgs 103-105); Purchase Agreement (pgs 106-108); Uniform Commercial Code Security Agreement (pgs 109-111); Promissory Note (pgs 112-115)
  - Coroner's Office/TransUnion Pricing Supplemental (pgs 116-118)



10:33 AM 9/22/2025

- Road & Bridge Department/State Land Board – Solid Mineral Lease/Lease Term Extension Rider (2) (pgs 119 & 120)
- Letter to BLM re: transfer of Brown's Park School building (pgs 121)

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

## Public Comment/General Discussion:

- 1) Board of County Commissioners
  - Discuss letter to Routt County Commissioners (pg 122)
  - Unfunded State Mandates (pgs 123 & 124)

## 8:45 am - Public Hearing:

- 2) Planning & Zoning – Candace Miller
  - Resolution 2025-73: Amendment to Zoning Regulations (pgs 125-127)
  - Morel Energy – Zone Change R-25-02 (pgs 128 & 129)
  - Morel Energy – Conditional Use Permit (Battery Storage) C-25-08 (pgs 130-137)

Christy Eichorn - Morel Energy  
 - Project slide show (pgs 138-153)

## Staff Reports:

- 3) Office of Emergency Management – Todd Wheeler
  - Bid recommendation: HazMat Disposal for the disposal of barrels of hazmat waste from CR 103 and CR 10N (pgs 154-157)

## Presentation:

Senior Social Center – Rebekah Greenwood

- Program Update (pgs 158-182)

Adjournment

The next scheduled BOCC meeting will be Tuesday, October 14, 2025 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/Dlt7qcvQnJU?feature=share>

OR

<https://www.youtube.com/@moffatcountygovernment7518>



**\*\* 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*

10:33 AM 9/22/2025



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

September 9, 2025

**In attendance:** Melody Villard, Chair; Donald Broom, Vice-Chair; Tony Bohrer; Erin Miller, Deputy Clerk & Recorder; Candace Miller; Max Salazar; Jeff Comstock; Neil Binder; Chris Nichols; Tracy Winder; Carol Haskins; Ann Dodd; Lu Ann Kline; Paula Kinkaid; Heidi Rogers; Alison White; Chip McIntyre; Nate Businger; Roy Tipton

**Call to Order  
Pledge of Allegiance**

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

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

**Consent Agenda –**

Review & Sign the following documents: (see attached)

**Minutes:**

- a) August 26

**Resolutions:**

- b) 2025-82: Observed Employee Holidays for 2026
- c) 2025-83: Voided Warrants for the month of September
- d) 2025-84: A/P
- e) 2025-85: Payroll
- f) 2025-86: Authorization for Director of the Moffat County Human Resources Department to Sign Documents on Behalf of the Moffat County Board of County Commissioners, Pertaining to Moffat County Insurance and Employee Benefits

**Contracts & Reports:**

- g) Road & Bridge Department roof engineering agreement w/SGM
- h) Public Safety Center exterior painting services agreement w/Paint Viking
- i) Treasurer's Report
- j) Ratify:
  - Public Safety Center RTU replacement contract w/Masterworks Mechanical
  - Letter of Support: NW CO Outdoors Regional Partnerships Initiative Implementation Grant
  - Petition to CPW to Delay Wolf Reintroduction
  - New National Opioids Settlement from Secondary Manufacturers

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

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

## Public Comment:

Tracy Winder came up before the BCC to present information regarding an Executive Order on Federal requirements for secure elections.

## General Discussion:

### Augusta Wallihan Chapter of the National Society of the Daughters of the American Revolution

- Constitution Week Proclamation (see attached)

Ann Dodd and Lu Ann Kline with the DAR came up before the BCC to give historical background on the conception of the Constitution. The proclamation was also read aloud. Dodd also shared that on September 17 the DAR would be on the corner of Victory Way and Yampa Avenue to ring bells for 15 minutes to commemorate the beginning of Constitution Week.

Bohrer moved to designate the week of September 17-23 Constitution Week in Moffat County. Broom seconded the motion. Motion carried 3-0.

### Board of County Commissioners

- Discuss appointment to the Library Board of Trustees (see attached)

Kailee Greenwood submitted a letter of interest for an open seat on the Library Board of Trustees that would finish out an open term through December of 2027.

Broom moved to appoint Kailee Greenwood to the Library Board of Directors. Bohrer seconded the motion. Motion carried 3-0.

## Staff Reports:

### Office of Development Services – Neil Binder

- Bid recommendation: Public Safety Center Electric Gate (see attached)

This Security Gate bid is a continuation of the fencing project at the Public Safety Center. Taylor Fence, out of Grand Junction, was the only contractor to show up for the pre-bid meeting and to submit a bid. The budget for this portion of the project is \$180,000; Taylor's bid amount was for two gates at \$41,423 each, plus an option to change one 20' gate to 24' for a total of \$83,846.

Bohrer moved to accept the bid recommendation for the Public Safety Center Electric Security Gate from Taylor Fence in the amount of \$83,846. Broom seconded the motion. Motion carried 3-0.

## 8:45 am - Public Hearing:

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

### Planning & Zoning – Candace Miller

- JJ Scott Minor Subdivision (Sketch/Prelim) S-25-04 (see attached)

Miller presented the sketch/preliminary application for the JJ Scott Minor Subdivision; the applicant is Melissa Prestangen. The 32.35-acre parcel will be divided into (4) lots: Lot 1 – 5.079 acres; Lot 2 – 5.01 acres; Lot 3 – 5.010 acres; Lot 4 – 19.435 acres. There is an existing residence on Lot 1; the Prestangens intend on giving one of the lots to their son and have no immediate intent on selling the remaining 2 parcels. These parcels have access to city water, so no well permits are necessary. There is a deeded easement that does not appear on the current minor subdivision plat; the Planning & Zoning Board voted 3-0 to recommend approval once the easement is reflected on the plat. The final approval for this will come before the BCC at their October 14<sup>th</sup> meeting.

There was no public comment.

In regular session, Bohrer moved to approve the JJ Scott Minor Subdivision Sketch/Prelim S-25-04. Broom seconded the motion. Motion carried 3-0.

- Powell Minor Subdivision (Sketch/Prelim) S-25-06 (see attached)

Back in Public Hearing, Miller presented the sketch/preliminary application for the Powell Minor Subdivision, a 268.52-acre parcel, which is proposed to be divided into two parcels of Lot 1 – 7.192 acres and Lot 2 – 11.647 acres and the remaining 250.72 acres is exempt from subdivision regulations. The Planning & Zoning Board voted 3-0 to recommend approval of the sketch/preliminary application for a minor subdivision with no changes or conditions.

There was no public comment.

In regular session, Broom moved to approve the Powell Minor Subdivision Sketch/Prelim S-25-06. Bohrer seconded the motion. Motion carried 3-0.

#### **Sheriff's Office – Sheriff Chip McIntyre & Undersheriff Nathan Businger**

- Discussion regarding School Resource Officer

Sheriff McIntyre requested consideration for a new full time School Resource Officer position. This position would be funded 25% by the School District and 75% by the County. The position would be paid at the Patrol Deputy rate and would be able to be employed as a regular deputy during the summer. Commissioner Broom asked if there were any other grants available to help pay for the position? McIntyre replied that the position has to be created first in order to apply for the grants.

Bohrer made a motion to approve the creation of the new full time School Resource Officer position. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:03 am

The next scheduled Board of County Commissioners meeting is Tuesday, September 23, 2025

Submitted by:

Erin Miller, Deputy Clerk and Recorder

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

RESOLUTION 2025-87  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF SEPTEMBER 2025

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

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

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

FROM FUND:	Check Date:	9/23/2025		
General	110	<u>\$302,063.70</u>	CR	0010.7000
Road & Bridge	200	<u>\$57,336.96</u>	CR	0020.7000
Landfill	240	<u>\$8,956.55</u>	CR	0070.7000
Airport	260	<u>\$463,183.49</u>	CR	0120.7000
Emergency 911	270		CR	0350.7000
Capital Projects	510	<u>\$819.57</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$1,979.76</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$1,200.00</u>	CR	0280.7000
Health & Welfare	720	<u>\$323,688.42</u>	CR	0080.7000
Senior Citizens	215	<u>\$2,440.24</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$74.22</u>	CR	0320.7000
PSC - JAIL	210	<u>\$39,008.63</u>	CR	0072.7000
Human Services	220	<u>\$48,282.89</u>	CR	0030.7100
Public Health	250	<u>\$12,106.15</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$13,163.56</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$14,357.38</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
ACET	275	<u>\$105.00</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231	<u>\$7,272.97</u>	CR	0050.7000
To Fund				
Warrant		<u>\$1,296,039.49</u>	DR	

Adopted this 23rd day of September, 2025

\_\_\_\_\_  
Chairman

RESOLUTION 2025-88  
PAYMENT OF PAYROLL WARRANTS  
Payroll Ending 9/13/2025

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

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

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

**Pay Date 9/26/2025**

FROM FUND:

General	0010.7000	\$284,836.52	cr
Road & Bridge	0020.7000	\$183,506.98	cr
Landfill	0070.7000	\$16,559.03	cr
Airport	0120.7000	\$415.20	cr
Library	0130.7001	\$12,016.25	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$8,869.73	cr
Mo Co Tourism	0320.7000	\$3,691.00	cr
PSC Jail	0072.7000	\$86,225.94	cr
Human Services	0030.7100	\$81,521.89	cr
Public Health	0065.7000	\$14,695.80	cr
SM I	0168.7000	\$4,442.05	cr
SM II	0169.7000	\$5,137.48	cr

TO FUND:

Warrant	0100.1000	\$701,917.87	dr
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Adopted this 23rd day of September, A.D. 2025

Chairman

STATE OF COLORADO )

)ss.

COUNTY OF MOFFAT )

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

## RESOLUTION 2025 – 89

### RESOLUTION SETTING MOFFAT COUNTY PUBLIC HEALTH'S DESIGNATION RATE OF PAY FOR CALL OUTS

WHEREAS, the Board of County Commissioners of Moffat County, State of Colorado, is authorized to act on behalf of Moffat County pursuant to Article XIV, Section 1 of the Colorado Constitution and Section 30-11-101, Section 30-11-103, and Section 30-11-107, C.R.S., as amended; and

WHEREAS, the Public Health Department has requested that the Board of County Commissioners consider designating the rate of pay for Moffat County Public Health employees who are responsible for call out operations involving infectious disease and vulnerable individuals; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of Moffat County as well as the Public Health Department to compensate employees who work outside of normal business hours given that these employees are foregoing their week nights, weekends and sometimes holidays;

#### NOW THEREFORE BE IT RESOLVED:

Effective on September 23, 2025, employees of Moffat County Public Health Department who are responsible for call out operations involving infectious diseases work and vulnerable individuals shall receive additional pay per call out as follows:

#### Public Health Paid Call Out Provisions:

Public Health Employees responsible for operations involving infectious disease and vulnerable individuals are asked to perform duties at specific times outside of normal business hours. The positions that are eligible for Paid Call Out are:

Department	Position
Public Health	Director Registered Nurse Case Investigator/Contact Tracer/Administrative Assistant

Compensation for being called out is paid as a flat rate according to the following schedule:

Call Out Time	Time Earned
Public Health 8:00 PM to 7:00 AM 9:00 AM to 9:00 AM 9:00 AM to 9:00 AM	\$50.00 per Week Night (Monday - Friday) \$75.00 per Weekend Day (Saturday, Sunday) \$100.00 per Holiday Day (See Holiday Schedule)



The effective date of this Resolution shall be the 23<sup>rd</sup> day of September, 2025.

APPROVED and ADOPTED this 23<sup>rd</sup> day of September, 2025.

MOFFAT COUNTY BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Melody Villard, Chair

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF MOFFAT     )

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

Witness my hand and the official seal of said County this 23<sup>rd</sup> day of September, 2025.

\_\_\_\_\_  
Erin Miller, Deputy Clerk and Ex-Officio to the County  
Commissioners, Moffat County, Colorado

RESOLUTION 2025-90  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF SEPTEMBER 2025

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

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

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

FROM FUND:	Check Date:	9/23/2025		
General	110	<u>\$41,431.63</u>	CR	0010.7000
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Airport	260		CR	0120.7000
Emergency 911	270	<u>\$163.58</u>	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$1,452.73</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	<u>\$2,339.52</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	<u>\$885.33</u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$1,048.53</u>	CR	0320.7000
PSC - JAIL	210	<u>\$6,242.56</u>	CR	0072.7000
Human Sevices	220	<u>\$1,430.21</u>	CR	0030.7100
Public Health	250	<u>\$4,505.63</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$550.53</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$397.59</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$1,888.37</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$66,247.74</u>	DR	

Adopted this 23rd day of September, 2025

\_\_\_\_\_  
Chairman

## **School Security Officer Independent Contractor Services Agreement**

**Contractor Name ("Contractor"):** Moffat County Sheriff's Office  
Attention: Sheriff Chip McIntyre  
**Contractor Contact Information:** 800 W 1<sup>st</sup> Street  
Craig, Colorado 81625  
970-824-4495  
cmcintyre@sheriff.moffat.co.us

**THIS INDEPENDENT CONSULTING/CONTRACTOR AGREEMENT** ("Agreement") is made and entered into and effective as of the **5th** day of **September, 2025**, by and between Moffat County School District RE-1 ("District"), a Colorado public school district located at 600 Texas Ave., Craig, Colorado 81625, and the Contractor for the provision of services to the District.

**WHEREAS**, the District has determined that there is a need for the Contractor's services specified below in this Agreement; and

**WHEREAS**, the goal of the Agreement is to secure armed school security officer services from a person or entity with a high degree of professional skill to enhance safety and reduce crime within the District's schools; to provide assistance to law enforcement, especially in response to all-hazard threats that may impact a school; and to help implement and enforce the District's safe school plan; and

**WHEREAS**, the District has authority to enter an agreement with respect to the armed school security officer services pursuant to law, including but not limited to C.R.S. § 22-32-122 and § 29-1-203; and

**WHEREAS**, the District has determined that the Contractor is qualified to provide services to the District and will agree to perform and carry out the services in a good and professional manner as outlined in this Agreement.

**THEREFORE**, in consideration of the foregoing recitals, incorporated by this reference, and their mutual promises, the parties agree as follows:

1. **Term.** Subject to earlier termination by the Parties as provided herein, the Term of this Agreement shall commence as of **September 5th, 2025**, and shall end on **September 4th, 2026**, unless extended by mutual written agreement of the parties.

2. **Scope of Services.** The Contractor shall perform the scope of services as specifically set forth in Exhibit A ("Services"), which shall include the Contractor's hourly rate, hours per day, number of days, and number of weeks. In the event of any conflict between the terms of the Services attached as Exhibit A and B and this Agreement or any Addenda to this Agreement, this Agreement and the Addenda shall control.

**3. Obligations of the District.**

a. Access. The designated office space shall be available to the Contractor at all times when a school is open for educational or extracurricular activities.

b. Internet Use. It has been determined that the Contractor will have access to the District's internet resources in the performance of the Services. The Contractor and every employee, contractor, or agent working for the Contractor who will have access to the District Network must sign and return the District's current "Contractor's Internet Use Agreement" form before accessing the internet. Misuse or inappropriate use of the District Network will constitute a material breach and will be grounds for immediate termination of the Agreement.

**4. Contract Price and Payment Provisions.**

a. Contract Price. The Contractor shall perform the Services for the amount set forth below ("Contract Price"), billable monthly based on the Contractor's approved hourly rate as set forth in Exhibit A, in the form of an invoice or other method approved by the District, of location and hours worked by the Contractor:

Not to exceed amount or Contract Price	\$75.00 per hour
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b. Notice of Unscheduled Hours. The District or any school in the District requiring the Services for extracurricular events or hours beyond the regularly scheduled calendar, shall endeavor to give the Contractor notice of the need for extra duty hours at least one (1) week prior to the scheduled date that a school or the District needs the Contractor.

c. Nonpayment of Expenses. Unless otherwise expressly stated in this Agreement, all necessary labor, mileage, reproduction expenses, licenses, materials, supplies, equipment, reimbursables, and other items necessary to complete the Services shall be part of and not in addition to the Contract Price.

d. Invoicing and Payments. **The Contractor shall send the invoice to:**

Moffat County School District RE: No. 1  
Attention: Robert Miller  
600 Texas Ave.  
Craig, CO 81625

The District agrees to pay undisputed amounts owed to the Contractor within thirty (30) days of receiving of a valid invoice. The invoice shall include: (i) the date(s) Services were rendered; (ii) hours worked; and (iii) billing or compensation rate for the Services.

**5. Independent Contractor.** The Contractor understands and acknowledges that this Agreement is a contract for services and that an employee-employer relationship does not exist between the Contractor and the District. The Contractor shall perform all Services using its judgment and expertise as an independent contractor and not as an employee of the District. Neither the Contractor nor any agent or employee of the Contractor shall be an agent or employee of the District nor shall any of them have any authority, express or implied, to bind the District to any agreement or incur any liability or obligation attributable to the District. **The Contractor acknowledges that none of their employees or agents are entitled to workers' compensation or other benefits from the District and that the Contractor is obligated to pay federal and state income tax on any moneys earned from the District pursuant to this Agreement.**

**6. Insurance.**

a. The Contractor shall purchase and maintain in effect at all times throughout the duration of this Agreement the policies of insurance with the applicable coverages described below. All coverages shall be continuously maintained through the Term of this Agreement to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Agreement. In case of any claims made, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. If the expiration date of the insurance certificate is prior to final completion, the Contractor shall provide a new certificate of insurance prior to thirty (30) days from the expiration of the current policy. Unless otherwise agreed by the District, the types of insurance coverage required for the scope of services under this Agreement are as follows:

i. **Workers' Compensation Insurance** shall be maintained by the Contractor to comply with Colorado statutory provisions, including any required flow down, occupational disease provisions for all employees per statutory requirements, and employer's liability, which must have limits of at least: \$100,000 per accident, \$100,000 disease, each employee and \$500,000 accident/disease policy limit. Such policy shall contain a waiver of subrogation in favor of the District.

ii. **Comprehensive General Liability Insurance** shall be maintained by the Contractor to protect the Contractor and its employees or agents from all claims for bodily injury, including death and all claims for destruction of or damage to property, including loss of use therefrom, arising out of or in connection with any operations under this Agreement, whether such operations be by the Contractor or by any subcontractor under them or anyone directly or indirectly employed by the Contractor or by a subcontractor. All such insurance shall be written with minimum limits and coverages as specified below and shall be written on an occurrence form:

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

iii. **Comprehensive Automobile Liability Insurance** shall be maintained by the Contractor including coverage for liability arising out of any auto (including owner, hired, and non-owned autos), and including coverage for all power mobile equipment used by the Contractor on District

property, with a combined single limit of \$1,000,000/person, \$1,000,000/accident, and \$1,000,000/property damage. Such insurance shall include a waiver of subrogation in favor of the District. This policy shall be primary insurance, and any insurance carried by the District, its officers, or its employees, or carried by or provided through any insurance pool of the District, shall be excess and not contributory insurance to that provided by the Contractor.

b. The policies required by subparagraphs (ii) and (iii), above shall be endorsed to include the District, the District's officers, board members and employees, as additional insureds. The policies required by subparagraphs (ii) and (iii) shall be primary insurance, and any insurance carried by the District, its officers, or its employees, or carried by or provided through any insurance pool of the District, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

c. Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

d. Notwithstanding any other provision of this Agreement, failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement for which the District may immediately terminate this Agreement.

**7. Sales and Use Taxes.** The District is exempt from the payment of any state, and most municipal, sales and use taxes for materials, supplies, and equipment used in the performance of the Services. The Contractor shall not include any of these taxes in any charges or invoices to the District.

**8. Representations.**

a. The Contractor represents that it will perform the Services in a professional, diligent, safe, and workmanlike manner, using their best skill and judgment pursuant to the highest standards of the profession for such Services in furthering the District's best interests. If the Contractor's performance does not conform to these standards and the District notifies the Contractor of same, then the Contractor agrees to immediately take all action necessary to remedy the nonconformance. The Contractor's failure to promptly remedy the nonconformance shall constitute a material breach justifying the District to terminate this Agreement. Any costs incurred by the Contractor to correct such nonconformance shall be at the Contractor's sole expense.

b. The Contractor represents that it understands the nature, location, and scope of the Services, the character of the equipment and facilities needed prior to and during the performance of the Services, the general and local conditions, and all other matters which can in any way affect the Services and is not relying on any representations or promises by the District except as set forth in this Agreement.

c. The Contractor shall cooperate with and shall not in any way interfere with any other contractors, if any, on the site or any work or employees of the District.

d. The Contractor represents that it has full authority under applicable law to execute and deliver this Agreement and to perform all of the Services and obligations under this Agreement.

**9. Termination.**

a. Termination for Convenience Upon thirty (30) days' written notice, the Parties may terminate this Agreement in whole or in part if they determine, in their sole discretion that termination is in that Party's best interest. After notice of termination has been given, the Contractor shall stop work on the cancellation date specified in the notice. The Parties will determine the Contractor's reasonable fees expended through the date of cancellation or termination based on the scope of work completed as of the date of termination. The Contractor will not be reimbursed for any anticipated profit.

c. Termination for Cause. This Agreement may be terminated by the Parties upon not less than five (5) days' written notice should a Party fail to perform in accordance with the terms of this Agreement. If the District fails to make payment when due, the Contractor may suspend performance of Services. If after notice of termination under the provisions of this clause, it is determined for any reason that the terminating party was not in default under the provisions of this clause, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

**10. Background Investigations and Finger Printing.** The Contractor and any employee, subcontractor, agent or other representative of the Contractor whether or not in paid status must agree to be fingerprinted and submit for a background investigation if that the Contractor and/or employee, subcontractor, agent or other representative of the Contractor will provide direct services to District students or will have regular, but not incidental, contact with students at least once a month while performing the Services under this Agreement. In its sole discretion, the District may conduct a short-form background check of the Contractor and any employee, subcontractor, agent or representative of the Contractor who will have access to a school building while students are present and who thereby may have incidental contact with students while performing the Services. If requested by the District, the Contractor agrees to provide the District with the dates of birth and social security numbers of its employees, subcontractors, agents or representatives in order to conduct this more informal background check. The results of the background check need not be provided with the submission of the bid but shall be made available upon request of the District in compliance with the provisions of C.R.S. § 24-72-305.3.

**11. Use of Work Product and Infringement Claims.** To the extent the Contractor creates any work product, including without limitation, the Contractor's notes, memoranda, photographs, spreadsheets, drawings, reports, data, submittals, and designs or plans or similar materials relating to the Services (collectively "Work Product"), the Work Product shall be promptly delivered to the District upon the earlier to occur of the completion of the Services, termination of this Agreement by either party or material breach of this Agreement by the Contractor. Work Product is the property of the District and may be used by the District for any purpose. To the extent permitted by law the Contractor shall defend



and indemnify the District from and against all suits, causes of action, or claims for infringement of any alleged patent rights, copyright, or trade secrets arising out of District's ownership or use of the Contractor's Work Product and shall defend and indemnify the District from any loss, damages or liability on account thereof and shall pay any judgments, fees, and costs incurred by the District resulting therefrom, including, but not limited to, royalties, license fees, witness fees, court costs, and attorneys' fees.

## **12. General Provisions.**

a. Indemnity and Hold Harmless. To the extent permitted by law, the Contractor shall indemnify, hold harmless, and defend, with counsel of the District's choice, the District, including but not limited to its employees, agents, board members, officers, and representatives, from and against any and all claims, damages, losses, demands, actions, debts, liabilities, costs and expenses, including attorney's fees incurred, arising out of, claimed on account of, or in any manner resulting from any action, omission, willful misconduct, negligence, whether whole or in part, or breach of any obligation, representation, or warranty under this Agreement by the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, affiliates, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

b. Licenses, Taxes, Permits, and Fees. The Contractor shall obtain, at its own expense, all licenses and permits and pay all applicable taxes and fees, in the execution of the terms of this Agreement, including but not limited to excise tax, federal and state and local income taxes, payroll and withholding taxes, unemployment taxes, and worker's compensation payments for its employees, and shall indemnify and hold the District harmless for all claims arising under such taxes and fees.

c. Nondisclosure of Confidential Information. The Contractor will not disclose to any third person or entity any records or writings of the District, its employees or students, regardless of the form, that are protected by state or federal law no matter how those documents come into the Contractor's possession.

d. Changes/Amendments. At any time, by written order, the Parties may make changes in or additions to the Services to be performed under this Agreement, issue additional instructions, require modified or additional work or services within the general scope of the Agreement, or vary the amount of District-furnished property. If the non-initiating party believes that any changes cause any increase or decrease in the cost of, or in the time required for, performance of Services under this Agreement, an equitable adjustment may be made in the Agreement price or term of performance, or both, and the Agreement will be modified in writing accordingly. Failure to agree to any adjustment will be a dispute concerning a question of fact within the meaning of the clause of this Agreement titled "Disputes." However, nothing in this clause excuses the Parties from proceeding with the Agreement as changed. Other than written change directives or orders issued pursuant to this Section, no amendment, change or modification to this Agreement shall be effective or enforceable unless it is in writing and executed by each party. Any change orders or amendments to this Agreement shall be identified with the Contract Number assigned to this Agreement.

e. Disputes. In the event that any dispute between the parties arises out of this Agreement, the parties shall meet and confer in good faith to resolve the dispute. In the event these efforts do not resolve the dispute within fifteen (15) days from the date the dispute arises, the Parties may elect to submit the dispute to the mediation before a mutually agreed-upon independent mediation service. This provision shall survive termination of this Agreement. This provision shall not be considered an election of remedies. The Parties may elect to pursue litigation for any dispute arising under this Agreement at any time.

f. Immunities. The Parties retain all of their rights, immunities, and protections provided under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

g. Force Majeure. The Parties may delay delivery, performance or acceptance occasioned by causes beyond their reasonable control. The District shall be responsible only for the Contractor's direct additional costs in delaying performance of this Agreement at the District's request. Causes beyond the Parties' control shall include, but are not limited to, government action or failure of the government to act where such action is required, declaration of a state of emergency, strike or labor disputes, pandemic, fire or unusually severe weather.

h. Compliance with Law and District Policy. The Contractor shall abide by all laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction over the Services, including without limitation those applicable provisions of the Occupational Safety and Health Administration ("OSHA"). The Contractor shall be familiar with and shall abide by all District policies and procedures, including without limitation, those related to the prohibited use and/or possession of alcohol or tobacco on District grounds and those relating to safety and student conduct and discipline issues, including without limitation the District's Student Code of Conduct.

i. Safety, Health and Accident Reports. The safety and health of the Contractor, the Contractor's employees and agents brought on District property, will be the sole responsibility of the Contractor. The Contractor shall take all necessary precautions to ensure the safety of all employees and other persons who may be affected by the Contractor's Services. The Contractor shall also take all necessary precautions to protect all property at the location where Services will be provided as well as the property adjacent thereto not designated for removal, relocation or replacement, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. The Contractor will comply with all local, state, and federal environmental, health and safety requirements, including those relating to the transportation, use and handling of hazardous material. The Contractor will report all accidents, injury-inducing occurrences or property damage arising from the performance of Services as soon as reasonably practical. The District will have the right to receive, at its request, copies of any reports filed with the Contractor's insurer or others. The Contractor's employees and agents on District property will comply with all of the District's rules and regulations.

j. Records and Audits. The Contractor will maintain complete and accurate records substantiating all charges incurred by the District under this Agreement, in accordance with generally accepted accounting principles, for a period of twenty-four (24) months from the date of termination of

the Agreement. The District will have the right to inspect and audit the Contractor's records upon reasonable notice and to retain copies thereof.

k. Governing Law/Venue. The laws of the State of Colorado shall govern the performance and interpretation of the Agreement. Venue for any dispute concerning the Agreement shall be exclusively in the federal court located in Colorado or the state court located in Moffatt County, Colorado.

l. No Assignment. This Agreement may not be assigned by the Contractor without the District's prior written consent.

m. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or pre-paid first-class certified mail, return receipt requested, addressed to the respective party at the address set forth in the first paragraph of this Agreement or to such other addresses as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (i) on the date delivered if by personal delivery; (ii) on the date received if by electronic mail; or (iii) three (3) days after postmark if mailed as provided in this Section.

n. Counterparts. This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

o. Waiver. A failure to assert any rights or remedies available to a party under the terms of this Agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

p. Execution of Agreement. This Agreement, including Exhibit A and B, contains the entire understanding of the parties and supersedes all prior understandings, agreements, or representations by or between the parties, whether oral or written, that in any way relate to the subject matter of this Agreement. Execution of this Agreement constitutes a representation by the Contractor that to the best of the Contractor's knowledge no conflict of interest exists between the District representative and the Contractor or its employees and agents. The Contractor represents that it has full authority under applicable law to execute and deliver this Agreement.

q. Amendments to Agreement. No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by both parties.

r. Interpretation. This Agreement shall control with respect to the Services described herein. This Agreement shall not affect the interpretation or validity of the parties' prior agreement or any other agreements referred to therein.

s. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District.

t. Binding Agreement. This Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.

u. Severability. If any provision of this Agreement is ruled to be invalid or illegal, the ruling shall have no effect upon the remaining provisions, which shall be considered legally binding and given full effect.

v. Annual Appropriation. In accordance with Article X, Section 20(4)(b) of the Colorado Constitution, this Agreement shall neither create nor be construed to create any multiple-fiscal year direct or indirect District debt or other financial obligation whatsoever. The parties recognize that this Agreement is dependent upon the continuing availability and appropriation of funds beyond the term of the District's current fiscal period ending upon the next succeeding June 30, and that financial obligations of the District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the District's Board of Education in accordance with Colorado law.

w. Accessibility Standards. In accordance with applicable law, all public-facing and internal-facing technology, hardware, and software, including, but not limited to, websites, applications, kiosks, digital signage, documents, video, audio, and third-party tools, must comply with the Colorado Office of Information Technology (OIT) accessibility standards. The Contractor warrants that he/she does not currently maintain any information and communication technology (ICT) in active use, as defined in the OIT accessibility rules, that is subject to current OIT accessibility requirements (such as WCAG 2.1 AA). Should the Contractor create, develop, or acquire ICT that is in active use, the Contractor is liable for any statutory fine levied against the District as a direct result of a deficiency of the product to meet OIT accessibility requirements. The Contractor is not liable for any statutory fine levied against the District as the result of the misuse or misapplication of the product by the District's users.

x. No Unauthorized Use of Names, Logos and/or Trademarks. Neither party will use the other's name, logo, and/or trademark in any advertisement, promotion, business card, etc. without the other party's prior written consent in each instance.

y. Open Records Law/CORA. The Colorado Open Records Act, CRS § 24-72-100.1 *et seq.*, as amended from time to time, applies to the Agreement, the Contractor's performance, and the records and reports generated thereunder, to the extent not prohibited by federal or state law.

z. Electronic Signatures. The Parties consent to the use of electronic signatures on this Agreement and all exhibits, attachments, and addendums to this Agreement, and any amendments to any of the foregoing (collectively, the "Agreement Documents"). The parties agree that any electronic signatures appearing on the Agreement Documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and that any electronically signed Agreement Document shall, for all purposes of the Agreement Documents and applicable law, be deemed to be

"written" or "in writing", to have been executed, and to constitute an original written record when printed, and shall be fully admissible in any legal proceeding. For purposes hereof, "electronic signature" shall have the meaning set forth in the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 *et seq.*, as the same may be amended from time to time.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement the day and year first written above.

MOFFAT COUNTY SCHOOL DISTRICT RE-1

By: \_\_\_\_\_  
Dr. Mathew Neal, Superintendent

CONTRACTOR: MOFFAT COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_  
Sheriff Chip McIntyre

By: \_\_\_\_\_  
Melody Villard, Board Chair County Commissioners

**EXHIBIT A**  
**SCOPE OF SERVICES**

**ARMED SCHOOL SECURITY OFFICER SERVICES**

**A. General Services and Responsibilities**

The following are the services and responsibilities the Contractor is expected to provide:

- When available, provide security for the Moffat County School District RE-1 ("District") by deterring, detecting, and defending against threats of harm to District students and staff at the District's schools/campuses as noted below:
  - Maybell Elementary School, 30 Haynes Street, Maybell, CO 81640
  - Ridgeview Elementary School, 600 Westridge Road, Craig, CO 81625
  - Sandrock Elementary School, 201 East 9<sup>th</sup> Street, Craig, CO 81625
  - Sunset Elementary School, 800 West 7<sup>th</sup> Street, Craig, CO 81625
  - Craig Middle School, 915 Yampa Avenue, Craig, CO 81625
  - Moffat County High School, 900 Finley Lane, Craig, CO 81625
- While on duty, the Contractor shall be always be equipped with a handgun.
- Use physical and/or deadly force as permitted by law to defend District students and staff from imminent harm.

- At the District's request, communicate with or act as a liaison with local law enforcement agencies for the purpose of sharing information about and coordinating response to threats to District students and staff in accordance with applicable law.
- Exercise discretion to ensure that the Contractor's interactions with students are fair and equitable.
- Respect students and families of all backgrounds and cultures.
- Exercise discretion in prioritizing the use of de-escalation strategies, as appropriate.
- Understand developmentally/age appropriate and trauma-informed practices for interacting with students and understand the potential impact of students' disabilities.
- Carry out safe schools plan in accordance with District policy and procedure.
- At the discretion of school administration, participate in District implementation of threat assessments and development of safety/crisis plans in coordination with District's Safety Team.
- Recommend changes and improvements to safe schools plan for consideration by the District's Safety Team.
- Prioritize and coordinate school security officer duties with the building Principal/or Principal Designee or other designated District employee at assigned location(s).

#### **B. Minimum Qualifications**

- U.S. Citizen
- 21 or older
- High School Diploma or GED Certificate
- Valid Driver's License
- Satisfactory fingerprint-based criminal background check
- Physical, Mental and Psychological Qualifications Necessary to Perform the Services (with or without reasonable accommodation)

#### **C. Licenses, Certifications, and Training**

- Valid permit to carry a concealed handgun issued pursuant to Article 2 of Title 18, C.R.S.
- **24 hours** of Colorado POST certification or equivalent handgun training consisting of at least **4 hours** of classroom instruction on topics including firearm safety, use of deadly force, legal principles and weapons retention in a school environment, followed by at least **14 hours** of live fire range training exercises, including active shooter training concepts.
- At least **6 hours** of Active Shooter Training, which shall include classroom time and simulated training.
- Annual recertification of Colorado POST or equivalent handgun training consisting of at least **16 hours** of training, including at least **8 hours** live fire range training, including active shooter training concepts, and at least **8 hours** of active shooter training, including both classroom time and simulated training.
- Successful completion of Colorado POST/security officer training curriculum (or attestation that the Contractor will complete this training at the next available Colorado-based training course)
- If not already trained in the following areas, the Contractor will, within four weeks of beginning work pursuant to the Agreement, complete District-provided training on the following topics

during assignment hours: Student data privacy (Family & Educational Rights to Privacy Act, FERPA) and the District's Board policies related to Anti-Harassment, Bullying, and Other Aggressive Behavior toward students, Student Seclusion and Restraint, Student Records, Confidentiality, and School Safety Information.

**D. Equipment**

- The Contractor is responsible for furnishing all necessary equipment to fulfill his/her duties as outlined above. The Contractor is responsible for the care, maintenance, and repair of his/her equipment ensuring its reliability and safety.
- The District will provide the Contractor with necessary access and a District-owned two-way communication device that is adequate for work at the school building location(s). Devices will be operable and must be carried by the Contractor's onsite personnel while on duty. These items must be used only to perform the duties and responsibilities contemplated in this scope of work, and returned to the Building Principal or other designated building administrator at the end of each school day.

**E. Proposed Schedule for School Security Officer Coverage**

Calendar of Events as outlined in Exhibit B to this MOU. Times are subject to change at any time as per the needs of the District. The District may require additional hours for special events on an as needed basis. Any additional hours will be requested by the District in accordance with the terms of the Agreement.

**F. Hourly Rate, Compensation**

Hourly Rate      \$75.00 Per Hour



**EXHIBIT B**  
**SCHEDULE**

Please see below for the District's schedule of events wherein it is requesting School Security Officer Coverage.

**September 2025**

9/22/2025	BOE Meeting	5:30pm	
9/19/2025	MCHS Football	6:30pm	HOMECOMING

**October 2025**

10/17/2025	MCHS Football	6:30pm	
10/24/2025	MCHS Football	6:30pm	
10/27/2025	BOE Meeting	5:30pm	

**November 2025**

11/17/2025	BOE Meeting	5:30pm	
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**December 2025**

12/15/2025	BOE Meeting	5:30pm	
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**January 2026**

1/24/2026	MCHS Basketball		
1/26/2026	BOE Meeting	5:30pm	

**February 2026**

2/13/2026	MCHS Wrestling	TBD	REGIONALS (Girls)
2/14/2026	MCHS Wrestling	TBD	REGIONALS (Girls)
2/23/2026	BOE Meeting	5:30pm	

**March 2026**

3/23/2026	BOE Meeting	5:30pm	
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**April 2026**

4/27/2026	BOE Meeting	5:30pm	
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**May 2026**

5/18/2026	BOE Meeting	5:30pm	
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**June 2026**

6/22/2026	BOE Meeting	5:30pm	
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**July 2026**

None

**August 2026**

BOE Meeting TBD

While the District has attempted to provide a thorough schedule of events, other unplanned events may arise throughout the school year that will require the Contractor's assistance on an as needed basis. Any additional hours will be requested by the District in accordance with the terms of the Agreement.

The Sheriff's Office will make reasonable efforts to fulfill the coverage dates requested by the School District. However, coverage is subject to the availability of personnel and the demands of other law enforcement responsibilities, including but not limited to emergency calls for service. In the event the Sheriff's Office is unable to provide coverage for a requested date, the School District will be notified as soon as practicable.

## **INTERGOVERNMENTAL AGREEMENT FOR INMATE DETENTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between Moffat County, COLORADO, a political subdivision of the State of Colorado, party of the first part and hereinafter referred to as ("Moffat") and Rio Blanco County, COLORADO, a political subdivision of the State of Colorado, party of the second part and hereinafter referred to as ("Rio Blanco"):

### **RECITALS**

**WHEREAS**, Moffat is a political subdivision of the State of Colorado; and

**WHEREAS**, Rio Blanco is a political subdivision of the State of Colorado; and

**WHEREAS**, the Constitution and statutes of the State of Colorado, particularly Part 2, Article 1, Title 29, Colorado Revised Statutes, as amended, authorize political subdivisions to enter into contracts which may be of mutual benefit of both parties; and

**WHEREAS**, in accordance with Colorado Revised Statutes 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 cooperating or contracting units.

**WHEREAS**, both political subdivisions are authorized by law to operate a jail; and

**WHEREAS**, Rio Blanco desires to enter into an agreement under which inmate/detainee housing services will be furnished to Rio Blanco by and through the Moffat County Sheriff's Office; and

**WHEREAS**, the Moffat County Sheriff agrees to furnish such inmate/detainee housing services to Rio Blanco; and

**WHEREAS**, both parties desire to reduce governmental expenditures while at the same time furnishing adequate services to the taxpayers; and

**WHEREAS**, public safety can be best provided at the lowest possible cost by reducing duplication of certain personnel and equipment; and

**WHEREAS**, the elimination of duplicated personnel and equipment would benefit the citizens and improve the efficiency of public safety; and

**WHEREAS**, the Board of County Commissioners of Rio Blanco County, Colorado, has authorized the execution of the Agreement between the parties; and

**WHEREAS**, the Board of County Commissioners of Moffat County, Colorado, has authorized the execution of the Agreement between the parties.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual

covenants herein contained, it is agreed by and between the parties as follow

1. The term of this Agreement shall be for two (2) years from \_\_\_\_\_, 2025 through \_\_\_\_\_, 2025, unless sooner terminated as provided for herein.

2. Moffat, through the Moffat County Sheriff's Office, shall furnish to Rio Blanco certain services as follows:

## **SECTION 1 – GENERAL INFORMATION**

1.1 **Scope of Work.** The Moffat County Sheriff shall provide safe and secure detention for adult inmates where care, control, concern and program/services can be executed through programs and services in accordance with the specific tasks as outlined herein and facility policy and procedures.

1.1.1. **Purpose.** The Moffat County Sheriff will assist the Rio Blanco County Sheriff by providing housing within the Moffat County Adult Detention Facility, for adult inmates who have been arraigned and awaiting transport, or awaiting adjudication, serving sentences and/or awaiting release from custody as a result of having been arrested, or convicted of criminal violations occurring in Rio Blanco County, within the jurisdiction of the Rio Blanco County Sheriff. The Moffat County Sheriff will provide programs and services to those inmates that are classified to receive programming, care and academic education. The Moffat County Sheriff will also ensure inmates have access to medical care. The Moffat County Sheriff shall provide transports and accountability of these activities occurring as outlined herein, except where indicated as the sole responsibility of the Rio Blanco County Sheriff.

## **2.2 Moffat County Sheriff Personnel**

2.2.1 The Moffat County Sheriff shall designate a qualified facility administrator who shall be responsible for the performance of the work on-site, per facility policy and procedures.

2.2.2 The facility administrator or alternate shall have full authority to act for the Moffat County Sheriff on all agreement matters relating to the operation of this agreement.

2.2.3 The facility administrator shall be available to discuss issues relating to the agreement with authorized government officials specific to this agreement.

2.2.4 The Moffat County Sheriff shall have sufficient staff at all times to perform the function relating to the security, custody, and supervision of inmates in accordance with best practices for supervision.

2.2.5 The Moffat County Sheriff shall conduct criminal record checks for all employees in accordance with facilities policies, at a minimum a fingerprint check.

2.2.6 The Moffat County Sheriff shall ensure employees are qualified and trained in accordance with facility policy and ACA Performance Based Standards on Detention Facilities.

## **2.3 Quality Control**

- 2.3.1. The Moffat County Sheriff shall administer and manage the facility in a professional and responsible manner, consistent with legal requirements.
- 2.3.2. The Moffat County Sheriff shall make available any inspection, evaluation or monitoring reports to the Rio Blanco County Sheriff, staff or representatives. Some of these inspections include but are not limited to: health, sanitation, fire safety, fire equipment, environmental, plant management inspections, state inspection results and or other program review results.

## **2.4 Quality Assurance**

- 2.4.1. The Rio Blanco County Sheriff, staff or representatives reserves the right to visit or inspect the facility at any time to ensure adequate services are being provided.

## **2.5 Standards Compliance**

- 2.5.1. The Moffat County Adult Detention Facility shall comply with local Environmental Health and Safety Standards.
- 2.5.2. The Moffat County Adult Detention Facility shall comply with: Occupational Safety and Health Act (OSHA) of 1970; all codes and regulations associated with 29 CFR 1910 and 1926, and; with all applicable federal, state and local laws and regulations.
- 2.5.3. The Moffat County Sheriff shall ensure conformance to American Correctional Association (ACA) Standards. The American Correctional Association Performance Based Standards on Adult Detention Facilities, 4<sup>th</sup> Edition, will be used as a form of measurement to guide all aspects of the facility operations to include; safety, security, care, programs and services, justice and order, administration, and plant management, which regulate facility policy and best practices in an adult detention center. These performance-based guidelines are associated with mandatory and non-mandatory standards.
- 2.5.4. The Prison Rape Elimination Act of 2003 and final Standards will be used in accordance with local, County, city, state or federal standards associated to the Moffat County Adult Detention Facility.

## **2.6 COST FOR SERVICES**

- 2.6.1. The cost of housing adult Rio Blanco County inmates/detainees 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. As of the execution of this agreement, the current FY 23-24 DOC inmate reimbursement rate is set at \$77.16 per day per inmate. For the purpose of computing daily cost of a jail/bed "day", accountability shall begin at 12:01 a.m. and end the following midnight, which will equate to one jail/bed day.
- 2.6.2. Payment will be made for the day of the arrival but not the day of departure.

2.6.3. All costs associated with detainee transportation shall be borne by the Rio Blanco County Sheriff. Detainee transportation to and/or from the Moffat County Adult Detention Center shall be facilitated by the Rio Blanco County Sheriff. Should the Moffat County Sheriff agree to transport Rio Blanco inmates to or from Rio Blanco County, those costs shall be billed at actual time traveled, round trip, leaving and returning to the Moffat County Adult Detention Center. An hourly rate of \$50.00 per hour per deputy and a flat mileage fee of \$45.00 round trip shall be assessed.

2.6.4. The booking fee shall be \$15.00 for each new/initial booking.

2.6.5 Cost for medical expenses, to include but not limited to professional visits and prescription medication, shall be borne by the Rio Blanco inmate/detainee or the Rio Blanco Sheriff. This does not include weekly medical care (nurse call) provided by the Moffat County Adult Detention Facility medical staff.

## **2.7 RESPONSIBILITIES OF THE PARTIES**

### **2.7.1 Moffat County Sheriff shall:**

2.7.2 Provide facilities to house Rio Blanco inmates/detainees, to include medical screening of the inmate/detainee at the time of booking.

2.7.3 Provide Rio Blanco inmates/detainees access to Moffat County Adult Detention Facility medical staff as provided to all other inmates/detainees at the facility

2.7.4 Provide Rio Blanco inmates/detainees access to medical appointments outside of the Moffat County Adult Detention Facility, as determined necessary by Moffat County Adult Detention Facility medical staff, as approved by Rio Blanco Sheriff

2.7.5 Provide Rio Blanco inmates/detainees access to emergent care as necessary, with notification to Rio Blanco Sheriff as soon as practicable

2.7.6 Provide Rio Blanco Sheriff with timely updates of Rio Blanco inmate/detainee status within the facility, to include census reporting and monthly invoicing for inmate/detainee incarceration days

### **2.7.7 Rio Blanco County Sheriff shall:**

2.7.8 Provide all inmate/detainee transportation to and/or from Rio Blanco jail, Rio Blanco courts and/or other appearances/appointments in Rio Blanco

2.7.9 Provide sufficient biographical information, legal basis supporting detention/incarceration for each Rio Blanco inmate/detainee held at the Moffat County Adult Detention Center, including information for inmates/detainees regarding any current medical concerns at the time of transportation and booking

### **SECTION 3 - INDEMNIFICATION, LIABILITY, AND INSURANCE**

- 3.1 Moffat assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the Rio Blanco Sheriff, Rio Blanco or its officers, pursuant to this agreement.
- 3.2 Rio Blanco assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the Moffat County Sheriff, Moffat or its officers, pursuant to this agreement.
- 3.3. Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance.
- 3.4 Nothing in this Intergovernmental Agreement is intended to alter the parties' insurance obligations toward their employees or others.
- 3.5 Moffat County and Rio Blanco County are both political subdivisions of the State of Colorado and entitled to such protections of governmental immunity as provided for by law. No term or condition of this Agreement shall be construed or interpreted as a waiver by either County, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. § 1346(b) and 2671 et seq., as applicable now or hereafter amended.

### **SECTION 4 – TERMINATION**

- 4.1 This Agreement expires two years from date of execution. Either party may terminate this Agreement for convenience at any time if written notice of termination is provided to the other party sixty (60) days in advance of the termination date. In such event, Rio Blanco shall compensate Moffat through the effective date of termination for the unit or pro rata price for services performed and Moffat County Sheriff will continue to perform until the termination date occurs. Either party may terminate this Agreement if the other party defaults or breaches any provision in this Agreement and the defaulting or breaching party does not cure such default or breach after written notice from the party asserting default or breach within thirty (30) days or other reasonable time as mutually agreed by the parties. The parties recognized that this Agreement could be construed as a multi-year financial obligation prohibited by Section 20 of Article X of the Colorado Constitution (TABOR). Therefore, in the event that either party fails to appropriate necessary funds to carry out its obligations under this Agreement for any fiscal year, this Agreement shall be deemed terminated and neither party shall have any further rights or obligations under this Agreement.

IN WITNESS WHEREOF, the Moffat County Board of Commissioners, Rio Blanco County Board of Commissioners, Moffat County Sheriff's Office and the Rio Blanco County Sheriff have set their hands and seals.

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

ATTEST:

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

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

By: \_\_\_\_\_  
Melody Villard, Chair  
Date: \_\_\_\_\_

MOFFAT COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_  
Chip McIntyre, Moffat County Sheriff  
Date: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
**RIO BLANCO COUNTY, COLORADO**

ATTEST:

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

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

By: \_\_\_\_\_  
Jennifer O'Hearon, Chair  
Date: \_\_\_\_\_

RIO BLANCO COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_  
Anthony Mazzola, Rio Blanco County Sheriff  
Date: \_\_\_\_\_



# MEMORANDUM OF UNDERSTANDING

Between  
MOFFAT COUNTY  
and  
PROWERS COUNTY

## INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Moffat County, Colorado ("Moffat County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Moffat County shall jointly be referred to as the "Parties."

## PURPOSE:

1. This MOU is developed in partnership between Prowers County and Moffat County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Moffat County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Moffat County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Moffat County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Moffat County can complete the final disposition of each call.

## TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2026 for the period of 12 months, ending December 31, 2026.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

## RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
  - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Moffat County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Moffat County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Moffat County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Moffat County may request. Moffat County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Moffat County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2026 – Dec 2026	352
C/W Inquiries 150 Divided by 10	15
Total Estimated Reports	367
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	319
Rate per Report	\$ 32.00
Estimated Investment for C/W Reports	\$ 10,208.00
Estimated number of APS reports Jan 2026 – Dec 2026	103
Rate per APS Report	\$ 32.00
Estimated Investment for APS reports	\$ 3,296.00
Total Investment for Call Coverage services	\$ 13,504.00

6. Moffat County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

#### JOINT RESPONSIBILITIES SHARED BETWEEN MOFFAT COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Moffat County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Moffat County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Moffat County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Moffat County. Moffat County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Moffat County. Moffat County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Moffat County's Trails Inbox. HCCC will notify Moffat County

of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Moffat County to check the pending queue and manage the final disposition of all records.

- a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Moffat County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Moffat County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Moffat County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Moffat County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Moffat County main Department of Human Services number. Moffat County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Moffat County, HCCC will transfer the call to a Moffat County on-call designee. If the Moffat County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Moffat County will confirm receipt and update in the THA.
  - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
  - b. Notification to Moffat County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

#### GENERAL RESPONSIBILITIES OF MOFFAT COUNTY:

1. Moffat County will provide an updated list of on-call Moffat County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Moffat County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Moffat County will notify the HCCC of any special circumstances where Moffat County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Moffat County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Moffat County.

#### GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2026 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2027 providing for payment of such obligations. Moffat County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

**Approving Entities**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

**Approving Entities**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

**State Confirmation**

Date: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

**ADVANCED COPIER SOLUTIONS**

2754 Downhill Drive Unit E Post Office Box 772982  
 Steamboat Springs, Colorado 80477-2982  
 Phone: (970) 870-0101 Fax: (970) 870-0101

**COPIER/PRINTER  
 MAINTENANCE AGREEMENT/CONTRACT**

Maintenance Agreement Number			Machine Covered		
Month	Day	Year	Manufacturer	Model	Serial #
10	01	2025	Savin	Savin MP4002 Savin MP3555	W522LB00191 C317LA00040
Invoice Number			Exclusions or Special Instructions		
			<b>INCLUDES:</b> ALL PARTS, LABOR, DRUM, DEVELOPER, PREVENTATIVE MAINTENANCE KITS, UNLIMITED SERVICE CALLS, EMERGENCY SERVICE		
Account Name		Travel Zone	<b>INCLUDES:</b> <u>ALL</u> BOTTLES OF TONER (TONER BASED ON 6% COVERAGE)		
Moffat County Department of Human Services		Craig	<b>EXCLUDES:</b> PAPER & STAPLES		

Type of MA		Meter Coverage		Terms		
Service Supply  Reg Full MA  SSCPC	Start:	Unlimited	From:	10	01	2025
	End:	Unlimited		Month	Day	Year
	Total Copies:	Unlimited		To:	10	01

**Customer / Machine Location**  
 Moffat County Department of Human Services  
 1198 West Victory Way Ste 204  
 Craig CO 81625

**Customer / Bill to Location**  
 Moffat County Department of Human Services  
 1198 West Victory Way Ste 204  
 Craig CO 81625

**Special Terms**  
 FULL SERVICE MAINTENANCE AGREEMENT BASED  
 ON UNLIMITED COPIES PER YEAR.  
  
 \$1,500 PER YEAR BILLED QUARTERLY, AT \$375

**-TERMS & CONDITIONS OF THIS AGREEMENT-**

**COPIERS/PRINTER**

The Company as listed shall hereinafter be referred to as Customer. Advanced Copier Solutions, hereinafter referred to as ACS, offers to the Customer its Service, Service & Supply, or Service & Supply Cost Per Copy (SSCPC) Program, subject to the terms and conditions set forth herein.

Service hours are 8:00 am to 5:00 pm Monday through Friday, except holidays. Preventative maintenance will be done as your Key Operator notifies ACS that it is due and/or on a scheduled basis by ACS subject to Customer's preference.

Parts are included in your Maintenance Agreement except copy drums, transfer mediums, consumable items such as toner, dispersement, developer and fuser oil for maintenance, and parts replacement required because of negligent operation or defective supplies (unless otherwise noted in the exclusions, special instructions or special terms section of this Agreement prior to being signed by you the Customer). No terms or conditions, expressed or implied are authorized unless they appear on the original Agreement. The additional terms and conditions on the reverse side hereof are incorporated and are an integral part of this Agreement.

**AGREEMENT**

ACS agrees to maintain inventory of parts, supplies and service during the Term of this Agreement and shall deliver to the Customer at the location as needed. In consideration therefore the Customer shall pay in installments as provided herein for the full term of the Agreement. This Agreement does not include paper products, transparencies, labels, staples and colored toner except black.

**TERMS**

This Agreement shall commence upon completion of the warranty. If no warranty, this Agreement will commence upon delivery of the equipment (or at the time of execution of this Agreement if the machine is on location) and continue for a term of one year (or the term noted in the exclusions, special instructions or special terms section of this Agreement) at current and or noted pricing. Supplies are not included in the warranty period. Please refer to your Sales Order.

**THIS AGREEMENT IS NOT TRANSFERABLE OR ASSIGNABLE**

**Customer Acceptance**

<b>X</b>	Billing Quarterly \$375	
Authorized Signature	Date	Purchase Order Number

**-TERMS & CONDITIONS CONTINUED ON REVERSE SIDE OF THIS AGREEMENT-**

(Authorized signature acknowledges terms/conditions above and on the reverse side of this agreement as well as expiration date or meter readings)

## COPIER/PRINTER MAINTENANCE AGREEMENT TERMS AND CONDITIONS (Continued)

### 1. GENERAL SCOPE OF COVERAGE

This Agreement covers both the labor and the material for adjustments, repairs and replacement of parts as necessitated by normal use of the equipment. Damage to the equipment or parts arising out of misuse, abuse, negligence, electrical problems/surges, or any other causes beyond ACS's control are not covered. In addition ACS may terminate this Agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by ACS. ACS may also terminate this Agreement if parts, accessories or components not authorized by ACS are fitted to the equipment.

### 2. SERVICE CALLS

Service calls under this Agreement will be made during normal business hours at the installation address shown on the reverse side of this Agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when applicable, will be charged at overtime rate in effect at the time the service call is made.

### 3. EXTENT OF LABOR SERVICES

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments repair or replacement of parts described in Paragraph #4.

### 4. REPAIR AND REPLACEMENT OF PARTS

All parts necessary to the operation of the equipment, with the exception of photoreceptive copy drums (unless otherwise noted) will be furnished free of charge during a service call included in the maintenance service provided by the Agreement.

### 5. RECONDITIONING

When in the sole discretion of ACS it is determined a reconditioning is necessary to keep the equipment in working condition, ACS will submit to Customer an estimate of needed repairs and the cost thereof which will be in addition to the charge payable under this Agreement. If the Customer does not authorize such reconditioning, ACS may at its sole discretion discontinue service of the equipment under this Agreement, refunding the unused portion of the maintenance charge, or may refuse to renew this Agreement upon its expiration. Thereafter, service will be available on a "Per Call" basis at published rates.

### 6. TERM

This Agreement shall become effective upon receipt by ACS of this signed contract or the initial annual maintenance charge provided on the reverse side hereof. This signed contract shall continue for one full calendar year (or term listed in the exclusions, special instructions or special terms section of this Agreement) or the maximum number of copies shown on the reverse side, whichever occurs sooner.

### 7. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance or parts provided hereunder, promptly when due: 1.) ACS may refuse to service the equipment or furnish service on a C.O.D. "Per Call" basis at published rates 2.) You the Customer accept the term length of this Agreement and accept that breach or default of this Agreement will result in you the Customer being responsible for full payment of all charges under this Agreement, including Customers on CPC/SSCPC billing cycles (charges will be prorated per average monthly volumes). You, the Customer, agree to pay ACS's costs and expenses of collection including the maximum attorney's fees and collection fees permitted by law.

### MOVING EQUIPMENT

1.) ACS reserves the right to apply reasonable charges to move equipment for Customer and in its sole discretion reserves the right to charge for damage to Customer's equipment caused by you, the Customer, without prior approval from ACS.

2.) If equipment is moved to a new ACS service zone, ACS shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a pro-rata basis. If equipment is moved beyond ACS's published service zones, Customer agrees to pay a fair and reasonable charge for continued maintenance under this Agreement, taking into account the distance to Customer's new location and ACS's published rates for service on a "Per Call" basis. If equipment is moved beyond ACS's published service zones, ACS reserves the right to terminate this Agreement with no refund available to Customer.

### SUPPLIES

Equipment marketed by ACS is designed to give excellent performance with ACS authorized supplies. If, you the Customer, choose to use supplies that are not authorized or deemed defective/not acceptable by ACS for use on ACS marketed or serviced machines, and these supplies cause abnormally frequent service calls or service problems, ACS may, at its option, terminate this Agreement. Any unused portion of the Agreement charges may, at ACS's sole option, either be refunded in line with the terms of paragraph #6, or ACS may terminate the Agreement with no refund available to Customer. In that event, the Customer will be offered service on a "Per Call" basis at published rates. It is a condition of this Agreement that the Customer uses only ACS authorized supplies.

### 8. WARRANTY

Other than the obligations set forth herein, ACS disclaims all warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. ACS shall not be responsible for direct, incidental or consequential damages including but not limited to, damages arising out of the use or performance of the equipment or the loss of use of the equipment.

### 9. EQUIPMENT CONDITION

The equipment must be in good condition on the commencement date of the Agreement. ACS will charge Customer, and Customer agrees to pay for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous maintenance agreement. ACS will invoice the Customer for original parts and labor to bring the equipment into such condition and this will be in addition to the price set forth on the reverse side hereof.

### 10. PC CONNECTIVITY, SUPPORT, INTEGRATION

See Sales order for your equipment. Customer accepts terms & conditions of Sales Order as well as Scope of Responsibility Listed on Reverse Side of Sales Order. Standard warranty(s) for PC peripherals such as hubs, print servers, etc. is with Manufacturer. Installation Time is clearly stated on Sales Order. An estimate for installation time is stated on Sales Order, with an amount of time included (standard is 2 hours per machine). Additional Installation Time &/or Integration is available at published rates. Further Ongoing PC Connectivity, Support or Integration is not supported by this Agreement. ACS assumes there is a network drop within close proximity to machine location. ACS requests full access to network environment to install systems efficiently & quickly. Delays not caused by ACS may be billed to Customer at ACS discretion. ACS offers training on how to operate connected equipment; ACS does not offer basic computer skills training. ACS offers additional long-term key op training at no charge. Additional Technical Integration calls for further integration are chargeable (not supported by this maintenance agreement) and may be supported via a separate agreement.

### 11. MISCELLANEOUS

This Agreement shall be governed by the laws of the state of Colorado applicable to agreements wholly negotiated, executed and performed in such State. It constitutes the entire agreement between the parties and may not be modified except in writing by a duly authorized officer of Advanced Copier Solutions.

CUSTOMERS SIGNATURE ON FACE OF THIS AGREEMENT DESIGNATES ACCEPTANCE OF ALL TERMS & CONDITIONS  
OF THIS AGREEMENT



## STATEMENT OF WORK

### I. Entity Name: Moffat County Public Health Agency

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### II. Project Description:

This project supports two complementary public health initiatives that work together to improve the health, safety, and well-being of Colorado children and families.

First, this project advances the Child Fatality Prevention Act (Article 20.5 of Title 25, Colorado Revised Statutes), a statewide, multi-agency effort to prevent child deaths. Pursuant to C.R.S. § 25-20.5-404-405, local public health agencies, or agencies designated by local public health agencies, must establish and coordinate multidisciplinary, local child fatality prevention review teams (local teams). These teams systematically examine child deaths to better understand how and why they occur. Using a public health approach, the review process identifies trends and patterns, recommends actions, and implements strategies that can reduce the risk of future fatalities. This work benefits Colorado by helping communities understand the causes of child deaths, identifying effective prevention services, uncovering service gaps, and recommending changes to laws, policies, and systems that promote safe and healthy development for all children.

Second, the project strengthens Colorado's Maternal and Child Health (MCH) Program, which develops, implements, and evaluates evidence-based local action plans to improve outcomes for women, children, youth, and families. The MCH program includes upstream, population health strategies that improve the lives of the maternal child health population. Every five years, Colorado's MCH Program conducts a state-level needs assessment of the health and well-being of women, children, youth and families to guide state and local public health work and to meet Title V MCH Block Grant requirements. The goal of the assessment is to gather information to understand what issues are facing this population and then to identify seven to ten specific priorities that can be positively impacted by public health work during the next five years. State and local MCH staff use the selected MCH priorities to focus efforts, align resources, and to positively impact the lives of Colorado women or reproductive age (15-44), children and youth including those with special health care needs, and their families.

Together, these initiatives use evidence-based strategies, community partnerships, and systems-level change to prevent child fatalities, address health disparities, and create stronger, healthier futures for Colorado's children and families.

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### III. Definitions:

1. **CDPHE** – Colorado Department of Public Health and Environment
  2. **CHAPS** –The Colorado Health Assessment and Planning System
  3. **CFPS** – Child Fatality Prevention System
  4. **CRS** – Case Reporting System
  5. **CYSHCN** – Children and Youth with Special Health Care Needs
  6. **FTP** – File Transfer Protocol
  7. **MCH** –Maternal and Child Health
  8. **SUID** – Sudden Unexpected Infant Death
- 

### IV. Work Plan

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**Goal #1:** To cultivate an environment where all individuals, families, and communities can thrive.

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**Objective #1:** No later than the expiration date of this contract, advance a comprehensive understanding of the circumstances of individual child deaths in Colorado and support equitable strategies at the individual, community, and societal levels to prevent future deaths.

---

**Primary Activity #1:** The Contractor shall conduct individual, case-specific, multidisciplinary reviews of all child fatalities assigned to the local team based on coroner jurisdiction.

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**Sub-Activity #1:**

1. The Contractor shall access the Death Certificate FTP website on a weekly basis to obtain death certificates for each child fatality case assigned to the local team.
  2. The Contractor shall gather case records from the coroner's office, law enforcement agencies, county department of human services, hospitals, and other agencies for each child fatality assigned to the local team.
  3. The Contractor shall abstract critical data from case records and enter the data into the National Center for Fatality Review and Prevention's CRS for each child fatality assigned to the local team.
  4. The Contractor shall develop case summaries for the purpose of completing the "Narrative" section (Section O) of the National Center for Fatality Review and Prevention's CRS for each child fatality assigned to the local team.
  5. The Contractor shall facilitate local team meetings with multidisciplinary local team members to conduct individual, case-specific reviews of child fatalities for the purpose of discussing and identifying equitable prevention recommendations in the "Prevention Initiatives Resulting from the Review" section (Section L) of the National Center for Fatality Review and Prevention's CRS.
  6. No later than two (2) months after reviewing a child fatality, the Contractor shall complete data entry for Sections A-O and click "Data entry completed for this case" (in Section P) of the National Center for Fatality Review and Prevention's CRS for each child fatality assigned to the local team.
- 

**Primary Activity #2:** The Contractor shall promote evidence-based injury and violence prevention strategies that advance health equity.

---

**Sub-Activity #2:**

1. The Contractor shall apply a public health approach to identify trends and patterns of child fatalities using state and local team data reports.
2. The Contractor shall identify structural inequities that lead to systemic, avoidable, and unjust health disparities for certain groups of children.
3. The Contractor shall apply a public health approach to identify equitable prevention strategies to implement at the local level.



4. The Contractor shall apply a public health approach to identify equitable systems improvements to implement at the local level.
5. The Contractor shall implement evidence-based, equitable child fatality prevention strategies at the local level.
6. The Contractor shall implement evidence-based, equitable system improvements at the local level.
7. The Contractor shall vote on state-level prevention recommendations for the CFPS annual legislative report.

---

**Primary Activity #3:** The Contractor shall participate in training opportunities.

---

**Sub-Activity #3:**

1. The Contractor shall attend CDPHE-approved local team trainings.
  2. The Contractor shall attend CDPHE-approved web-based trainings.
- 

**Primary Activity #4:** The Contractor shall evaluate the Colorado CFPS.

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**Sub-Activity #4:**

1. The Contractor shall complete the CFPS Local Team Survey.
- 

**Objective #2:** No later than the expiration date of this contract, improve the health and well-being of mothers and children by employing primary prevention and early intervention public health strategies.

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**Primary Activity #5:** The Contractor shall implement evidence-based strategies to improve MCH, including CYSHCN.

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**Sub-Activity #5:**

1. The Contractor shall complete the electronic provided MCH Planning Form, including identification of one (1) or more selected priority(ies) to be implemented, which may include CHAPS.
  2. The Contractor shall implement an approved local plan submitted within the agency's MCH Planning Form.
  3. The Contractor shall complete the electronic provided MCH Annual Reporting Form.
- 

**Primary Activity #6:** The Contractor shall either:

- a. Participate in the Mid-Year check-in call or;
  - b. Complete an electronic Mid-Year check-in form.
-

### **Sub-Activity #6:**

1. The Contractor shall apply a public health approach to identify trends and patterns of child fatalities using state and local team data reports.
2. The Contractor shall identify structural inequities that lead to systemic, avoidable, and unjust health disparities for certain groups of children.
3. The Contractor shall apply a public health approach to identify equitable prevention strategies to implement at the local level.
4. The Contractor shall apply a public health approach to identify equitable systems improvements to implement at the local level.
5. The Contractor shall implement evidence-based, equitable child fatality prevention strategies at the local level.
6. The Contractor shall implement evidence-based, equitable system improvements at the local level.
7. The Contractor shall vote on state-level prevention recommendations for the CFPS annual legislative report.

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### **Standards and Requirements**

1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.
2. The Contractor shall comply with the Child Fatality Prevention Act C.R.S. 25-20.5-404-409. This document is incorporated and made part of this contract by reference and is available on the following website <http://www.sos.state.co.us/CCR/Welcome.do>.
3. Reviewable child fatalities include one or more of the following causes: undetermined causes, unintentional injury, homicide, motor vehicle incidents, child abuse/neglect, sudden unexpected infant death (SUID), and suicide.
4. The Contractor shall adhere to processes and policies outlined in the Colorado Child Fatality Prevention System (CFPS): An Introduction to the System to conduct individual, case-specific review of fatalities. This document is incorporated and made part of this contract by reference and is available on the following website <http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html>.
5. The Contractor shall adhere to processes and policies outlined in the Colorado Child Fatality Prevention System (CFPS): An Introduction to the System to identify equitable prevention recommendations. This document is incorporated and made part of this contract by reference and is available on the following website <http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html>.
6. The Contractor shall adhere to processes and policies outlined in the Colorado Child Fatality Prevention System (CFPS): An Introduction to the System to enter information regarding the child fatality into the National Center for Fatality Review and Prevention's CRS. This document is incorporated and made part of this contract by reference and is available on the following website <http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html>.
7. CDPHE will provide the local team coordinator login credentials to the FTP website. This website content is incorporated and made part of this contract by reference and is accessible at <https://secft2.dphe.state.co.us/thinclient/Login.aspx>.

8. CDPHE will provide the local team coordinator login credentials to the National Center for Fatality Review and Prevention's CRS. This website content is incorporated and made part of this contract by reference and is accessible at <https://data.ncfrp.org>.
9. CDPHE will assign child fatalities for review to the Contractor based on coroner jurisdiction using the FTP Website on a weekly basis. This website content is incorporated and made part of this contract by reference and is accessible at <https://secft2.dphe.state.co.us/thinclient/Login.aspx>.
10. The Contractor shall complete data entry of child fatalities in the National Center for Fatality Review and Prevention's CRS no later than two months after the case review meeting or by December 31st if the case review meeting takes place within two months of the end of the year.
11. CDPHE will conduct quality assurance checks as defined on the CFPS website on the data entered into the National Center for Fatality Review and Prevention's CRS for child fatalities reviewed by the Contractor. This information is incorporated and made part of this contract by reference and is available on the following website <http://www.cochildfatalityprevention.com/>.
12. The Contractor shall request technical assistance and training from the CFPS State Support Team at CDPHE by emailing the appropriate CFPS State Support Team member.
13. CDPHE will disseminate analyzed, aggregated child fatality data to the Contractor in the following ways:
  14. local team data reports,
  15. the online CFPS Data Dashboard. This information is incorporated and made part of this contract by reference and is accessible at <http://www.cochildfatalityprevention.com/>.
  16. CDPHE will provide resources for evidence-based, equitable injury and violence prevention strategies on the CFPS website. This information is incorporated and made part of this contract by reference and is accessible at <http://www.cochildfatalityprevention.com/>.
  17. CDPHE will invite the Contractor to state-level meetings to discuss and vote on prevention recommendations for the annual CFPS legislative report.
  18. The Contractor shall use information from the CFPS website on acceptable and approved uses of funding for child fatality, injury, and violence prevention strategies when implementing local prevention strategies. This information is incorporated and made part of this contract by reference and is accessible at <http://www.cochildfatalityprevention.com/>.
  19. The Contractor shall provide information on local level prevention strategies and system improvements.
  20. The Contractor shall notify the CFPS State Support Team at CDPHE within 30 calendar days of a change of the local team coordinator responsible for the performance of services provided under this contract.
  21. CDPHE will provide the Contractor with training opportunities.
  22. CDPHE will provide the CFPS Local Team Survey to the Contractor.
  23. CDPHE will provide progress report templates to the Contractor.
  24. The Contractor's work shall be guided by the 2023-2027 MCH Guidelines for LPHA's receiving under \$50,000. This information is located on the MCH website, [www.mchcolorado.org](http://www.mchcolorado.org), and is incorporated and made part of this contract by reference.
  25. CDPHE will provide the electronic program templates for the implementation of work represented in this contract:
    - a. MCH Annual Reporting Form, to be provided via email no later than thirty (30) days before the form is due.
    - b. Mid-Year Check-in Form, to be provided via email no later than fourteen (14) days before the form is due.
    - c. MCH Planning Form, to be provided via email no later than sixty (60) days before the form is due.

26. The Contractor shall specifically address the unique needs of the CYSHCN population with focused strategies and/or activities. The Contractor can opt to meet CYSHCN requirements via information and referral and select additional CYSHCN strategies.
27. The expected results will be measured based on selections made to the electronic MCH Annual Report and Planning Form. All listed expected results may not apply.

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#### **Expected Results of Activity(s)**

1. Improved understanding of child fatality data in Colorado including circumstances, risk and protective factors, trends, inequities, and patterns surrounding child deaths.
2. Identification of evidence-based, equitable prevention recommendations to prevent future child fatalities from occurring in Colorado.
3. Implemented and evaluated equitable child fatality prevention strategies at the state and local

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levels.

4. Maintain or increase the health status and needs of the maternal and child population within the Contractor's jurisdiction.

#### **Measurement of Expected Results**

1. Sections A-O of the National Center for Fatality Review and Prevention's CRS will be completed for 100% of child fatalities that occurred in Colorado and meets CFPS' review criteria within the local team's jurisdiction.
2. Increased number of equitable prevention strategies implemented at the state and local levels as documented in the CFPS annual report, the CFPS Local Team Survey, and through prevention stories.
3. Completion of the electronic Mid-Year Check-in Call or Form.
4. Completion of the electronic MCH Annual Reporting Form.

#### **Deliverables**

<b>Description</b>	<b>Completion Date</b>
1. The Contractor shall submit all information resulting from child fatality case reviews into the National Center for Fatality Review and Prevention's CRS for each child fatality case assigned by the CFPS State Support Team at CDPHE.	No later than 12/31, annually
2. The Contractor shall submit CDPHE-approved progress reports via email to the CFPS State Support Team at CDPHE.	No later than two (2) designated dates, 12/31 and 6/30, annually

<b>Description</b>	<b>Completion Date</b>
3. The Contractor shall submit the online CFPS Local Team Survey administered by the CFPS State Support Team at CDPHE.	No later than 6/30, annually
4. The Contractor shall submit the electronic MCH Annual Reporting Form for the previous contract period.	No later than January 15
5. The Contractor shall submit the Mid-Year check-in electronic form.	No later than June 15
6. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.	No later than June 15

## V. Budget

<b>CFPS</b>	
<b>Quarter</b>	<b>Total Payment</b>
July 1 through September 30 to be paid after September 30	\$ 887.50
October 1 through December 31 to be paid after December 31	\$ 887.50
January 1 through March 31 to be paid after March 31	\$ 887.50
April 1 through June 30 to be paid after June 30	\$ 887.50
<b>Total</b>	<b>\$ 3,550.00</b>

<b>MCH</b>	
<b>Quarter</b>	<b>Total Payment</b>
July 1 through September 30 to be paid after September 30	\$ 3,795.00
October 1 through December 31 to be paid after December 31	\$ 3,795.00
<b>Total</b>	<b>\$ 7,590.00</b>

## **VI. Additional Provisions:**

The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order. Wherever used in the following provisions, "Contractor" and "Vendor" shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

### **A. Additional Provisions – Invoicing**

To receive compensation under this Contract, the Contractor shall submit a biannual electronic progress report as stipulated in Deliverable Number Two (2) of the Statement of Work. This progress report shall document the Contractor's progress toward completion of the activities in accordance with the Statement of Work. The second progress report, due 6/30, must be reviewed and approved by CFPS staff before the final payment is made.

Payment under this Contract shall be made to the Contractor by the State in four (4) payments in accordance with the budget included in this Contract. The final payment shall be made only after CFPS staff have reviewed and approved the progress report submitted by the Contractor for the fourth quarter.

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

### **B. Entire Agreement**

These Provisions together with the Purchase Order constitute the entire agreement between the parties, and supersedes all prior proposals, agreements or other communications between the parties.

## **VII. Monitoring:**

CDPHE's monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the Child Fatality Prevention System Injury Prevention Coordinator and the Child Fatality Prevention System Program Manager. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, data entered into the National Center for Fatality Review and Prevention's CRS, and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the Contractor.

## **VIII. Resolution of Non-Compliance:**

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Child Fatality Prevention System Injury Prevention Coordinator and the Child Fatality Prevention System Program Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time

lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this Purchase Order.

**IX. Attestation**

The Contractor agrees to perform services in accordance with the terms and conditions of the Statement of Work and Budget.

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Contractor Name (Print) and Title

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Contractor Signature

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Date



received  
9/9/25 MCA08

Reviewed and Approved by the BOCC:

Date

Chair



Date Grant Documents Received by Grant Review Committee

9/9/25

**ROUTING:**

Requesting Department File  
Grant Review Committee Review  
Other

## GRANT REVIEW ROUTING FORM

REQUESTING DEPARTMENT:	Library	
Contact Person: Kerisha Bickford	Phone: 970-824-5116 x 404	Email: kbickford@moffatlib.org
GRANT SOURCE: State of Colorado		
GRANT PROPOSER:	COUNTY MATCH: \$0.00	GRANT AMOUNT: \$5,000.00

**STATEMENT OF PURPOSE of GRANT:**

This grant allows the library to purchase educational materials for adults, teens and children within all three branches. We have received this grant for many years now and I use \$5,000 as a base (sometimes it is more, sometimes it is less). I won't know the exact amount until the application is approved by the state.

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

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

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

**GRANT POLICY PROVISIONS:**

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

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

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

Application Deadline: September 30, 2025

Personnel impact: None

Grant start and end date (duration): September 30, 2025 - June 30, 2026

Asset impact: High impact if grant is not approved

In-kind proposed: None

Letter of support requirements:

Proposed Grant Administrator: Kerisha Bickford

Supplemented services or items:

**REVIEW COMMITTEE REVIEW & RECOMMENDATIONS:**

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

- ☒ is a value of benefits likely to be received by Moffat County from the grant with a classification of ☒ New ☐ Existing ☐ One-Time
- ☐ Costs to Moffat County, is on and/or hard match elements of complying with the terms of the grant are

☐ Are there less cost alternatives available for obtaining the benefits that would be available through the grant? ☐ Yes ☐ No ☐ Unknown

☐ Is there ability and management capacity of Moffat County to staff to administer the grant? ☐ Yes ☐ No ☐ Unknown

☐ Is this proposed grant to be "passed through" to another agency, the ability of sub-grantee to administer the grant? ☐ Yes ☐ No ☐ Unknown

**OTHER RECOMMENDATIONS:**

**COMMITTEE'S APPROVAL RECOMMENDATION:**

☒ Recommended for Approval ☐ NOT Recommended for Approval

Date:

9/10/25





State Grants to Libraries are provided by the Colorado State Library to enable public libraries, school libraries, and academic libraries to obtain educational resources they would otherwise be unable to afford, to the end that the state will receive the corresponding benefits of a better educated and informed population. (C. R. S. 24-90-402)

The library is a benefit to Moffat County as it provides services to the community. This grant allows us to purchase educational materials that we can't afford with our yearly budget. This grant allows us to purchase up to date and current topics materials for our all of our patrons.

We have successfully received and expended these funds since 2013. There are no costs to the county in accepting this grant for the library.

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

COLORADO LOCAL HEALTH AGENCY  
INDIRECT COST NEGOTIATION AGREEMENT

Local Health Agency

Date: September 10, 2025

Moffat County  
221 W Victory Way, Ste. 115  
Craig, CO 81625

FILING REF: This replaces the  
Negotiation Agreement for the  
1-1-25 to 12-31-25 Indirect Rate

The indirect cost rate(s) approved in this agreement are for use on grants, contracts and other agreements with the Colorado Department of Public Health and Environment to which the Office of Management and Budget Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), applies subject to the limitations contained in Section II, A., of this agreement. The rate(s) was negotiated by the Moffat County and the Colorado Department of Public Health and Environment.

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SECTION I: RATES

Type	Effective Period FROM	TO	Rate*	Location	Applicable To
Fixed	1/1/26	12/31/26	21.32%	All	Contracts - CDPHE

\*Base: Total Direct Salaries and Wages

Treatment of Fringe Benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs.

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SECTION II: GENERAL

A. LIMITATIONS: Use of the rate(s) contained in this agreement is subject to any statutory or administrative limitations and is applicable to a given grant or contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor or allocated to grantee/contractor via an approved Central Service cost allocation plan were incurred in its indirect cost pool as finally accepted and that such incurred costs are legal obligations of the grantee/contractor and allowable under the governing cost principles, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, (3) that similar types of costs have been accorded consistent treatment, and (4) that the information provided by the grantee/contractor which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

B. **AUDIT:** Adjustments to the amounts resulting from audit of the cost allocation plan upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.

C. **CHANGES:** If a fixed or predetermined rate(s) is contained in this agreement it is based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in the organizational structure or changes in the method of accounting for costs require the prior approval of the authorized representative of the CDPHE. Failure to obtain such approval may result in subsequent audit disallowances.

D. **FIXED RATE(S):** The fixed rate(s) contained in this agreement is based on an estimate of the costs which will be incurred during this period for which the rate applies. When the actual costs for such period have been determined, an adjustment will be made in the negotiation following such determination to compensate for the difference between that cost used to establish the fixed rate and that which would have been used were the actual costs known at the time.

E. **NOTIFICATION TO OTHER LOCAL HEALTH AGENCIES:** Copies of this document may be provided to other local health agencies if requested by them.

F. **SPECIAL REMARKS:** CDPHE programs currently reimbursing indirect costs to this Local Health Agency by means other than the rate(s) cited in this agreement should be credited for such costs and the applicable rate cited herein applied to the appropriate base to identify the proper amount of indirect costs allocable to the program.

Local Health Agency

Colorado Department of Public  
Health and Environment

**Melissa Canaday**

Digitally signed by Melissa  
Canaday  
Date: 2025.09.18 11:31:24 -06'00'

Name

Melissa Canaday  
Name

Title

Internal Audit Manager  
Title

Date

September 10, 2025  
Date

## Parking and Storage Agreement

This Parking and Storage Agreement (the "Agreement") is made and entered into as of August 15, 2025 by and between:

**Moffat County Board of Commissioners** ("Arena") Located at: 600 S. Ranney Street, Craig, CO 81625 and **Center Ice Group, LLC** ("Center Ice Group") Located at: 9633 E. Theia Drive, Mesa, AZ 85212

1. **Purpose of Agreement** The purpose of this Agreement is to allow the parking and storage of the following commercial vehicles (the "Vehicles") owned and operated by Center Ice Group LLC:

2006 EVOBUS 417 WKKA34CD063000355  
2006 EVOBUS 417 WKKA34CD263000356  
2007 EVOBUS 417 WKKA34CD673000474  
2007 EVOBUS 417 WKKA34CD573000479  
1998 PREVOST BUS 2PCH33499W1012326

The vehicles will be parked on the premises of Arena to facilitate team travel for Center Ice Group, LLC operated Junior Ice Hockey teams.

2. **Grant of Permission** Moffat County Board of Commissioners hereby grants Center Ice Group, LLC permission to park and store the commercial vehicles on the premises of the Arena.
3. **Location** The Vehicle will be parked at: Moffat County Ice Arena 600 S. Ranney Street, Craig, CO 81625.
4. **Term** This Agreement shall begin on August 15, 2025 and continue until terminated by either party with 30 days written notice.
5. **Responsibilities**
- Center Ice Group, LLC is responsible for ensuring the Vehicles are properly maintained, secured, and insured while parked on the Arena's premises.
  - Moffat County Board of Commissioners** shall provide access to the designated parking area but shall not be responsible for damage, theft, or loss of Vehicles or its contents.
6. **Waiver of Liability** Center Ice Group, LLC agrees to hold harmless **Moffat County Board of Commissioners**, its employees, agents, and representatives from any claims, damages, or liabilities arising from the parking and storage of the Vehicles on the premises.
7. **Governing Law** This Agreement shall be governed by the laws of the State of Colorado.
8. **Entire Agreement** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements or understandings.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**Moffat County Board of Commissioners**

X

Name:

Title:

Date:

**Center Ice Group, LLC**

X

Name: Michael Lopez

Title: President

Date: 8/15/2025

## AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 23rd day of September 2025 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and Taylor Fence Company ("Contractor"), whose address is PO Box 3125 Grand Junction, CO 81505 and whose telephone number is 970-241-1473.

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

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

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

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

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

1. The Contractor shall complete all tasks to satisfaction as needed to install two power security gates at the Public Safety Center located at 800 W. 1<sup>st</sup> St., Craig, CO 81625 as outlined in the Exhibits below:

Exhibit "A" RFP 202506 Public Safety Center Security Gates.

Exhibit "B" Submittal from Taylor Fence Company.

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

- 2.1 Services of the Contractor shall commence on 09/23/2025 and shall be substantially completed on or before 12/15/25, 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 Eighty Three Thousand Eight Hundred Forty Six Dollars and 00/100 cents (\$83,846.00). 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 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 the parties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.
- 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 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.

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

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

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

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

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

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

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

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

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

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

Contractor waives any right of recovery against the BOCC, its employees or agents for any damages, losses, or liabilities covered by insurance. This waiver applies whether such damages, losses, or liabilities arise from negligence, breach of contract, or any other causes of action. Contractor will make sure that any insurance policy referenced in this Agreement includes a provision stating that the insurer of such insurance policy waives any right of subrogation against the BOCC, its employees or agents

#### **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

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

#### 13.03 BOCC May Stop the Work

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

#### 13.04 Correction or Removal of Defective Work

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

#### 13.05 Correction Period

A. If within 30 days year 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 or permitted by Laws and Regulations 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 BOCC's property or areas resulting therefrom.

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 and determination to accept such defective Work and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and BOCC shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

#### 13.07 BOCC May Correct Defective Work

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

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

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

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

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

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

14.02

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

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

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

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

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



excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to BOCC.

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

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

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

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

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

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

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

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

#### **Article 18 - Governing Law.**

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

#### **Article 19 - Severability.**

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

#### **Article 20 - Notices.**

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

**BOCC's Representative:**

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

**Contractor:**

Taylor Fence Company  
Todd M. Jurgens  
P.O. Box 3125  
Grand Junction, CO 81505  
970-241-1473

**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: Melody Villard  
Melody Villard, Chair



ATTEST:

Emin Miller  
Clerk to the Board

CONTRACTOR:  
Taylor Fence Company

By:

Todd M. Jurgens

STATE OF COLORADO )

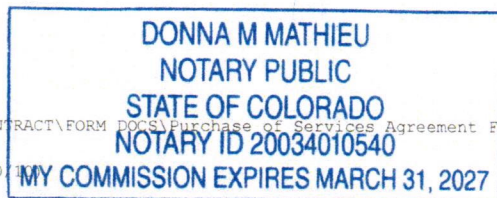
COUNTY OF ~~MOFFAT~~ Mesa ) ss.

The foregoing instrument was acknowledged before me this 12 day of Sept, 2025 by Todd M Jurgens

MY COMMISSION EXPIRES: 3-31-27

Donna M Mathieu  
Notary Public

832 21 1/2 Road Grand Jct Co 81505  
Address



CONTRACT\FORM DOCS\Purchase of Services Agreement Form

(10/11) MY COMMISSION EXPIRES MARCH 31, 2027



**REQUEST FOR PROPOSALS ("RFP")**

Moffat County, Colorado  
1198 W. Victory Way, Ste. 107  
Craig, CO 81625

RFP No.: 202506

Issue Date: 7/29/25

Submission Deadline: 8/21/25

BOCC Award: 8/26/25

Description: Public Safety Center Security Gates

Deadline for questions 8/18/25

Pre-Bid Meeting REQUIRED: 8/14/25

Contract Timeline: 8/26/25 12/15/25

The Moffat County Commissioners (BOCC) will be accepting sealed proposals for furnishing all labor, materials and equipment to install 2 electric security gates at the Moffat County Public Safety Center. Proposals may be submitted to the office of Moffat County Development Services, 1198 W. Victory Way, Suite 107, Craig, CO 81625, up to 11:00 A.M. (Mountain Time), on \_\_\_\_\_ 8/21/25 \_\_\_\_\_ at which time they will be publicly opened and read aloud.

Bid Documents and specifications are available online at [www.publicpurchase.com](http://www.publicpurchase.com) and the Office of Development Services at the address above.

Pre-Bid Meeting will be held on 8/14/25 \_\_\_\_\_ at 11:00 a.m. at MC Public Safety Center \_\_\_\_\_ located at 800 W 1st Street Craig CO 81625 \_\_\_\_\_. Contractors are required to attend. Contractors should read the entire bid document prior to the meeting.

**\*THIS WILL BE THE ONLY PRE-BID MEETING OFFERED. \***

No interpretation of the meaning of the Bid Documents (drawings, specifications, et al.) will be made to any Contractor. All questions regarding this bid must be in writing and submitted to Neil Binder at [nbinder@moffatcounty.net](mailto:nbinder@moffatcounty.net). Questions are due no later than 10:00 A.M. on 8/18/25. Please call Neil Binder at 970-824-9160 to verify receipt of your questions. No questions will be accepted after the date and time referenced above. All questions will be answered via Addendum only.

**NOTE:** Unauthorized contact with any other County Employees or Elected Officials regarding this bid may result in disqualification of your bid.

**GENERAL INSTRUCTIONS:**

**1 GENERAL CONDITIONS**

- 1.1 BOCC is an Equal Opportunity Employer and no other qualified individual shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating

in an employment discrimination proceeding) in any phase of employment for this position. Further, the work to be performed under this contract is subject to the requirements of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u which states that employment and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- 1.2 Contractor shall not stipulate in their bid any conditions not contained in the specifications, unless specifically requested in the special instructions. Any bids that fail to comply with the literal letter of these instructions and the specifications may be rejected forthwith.
- 1.3 Bids shall be typewritten or written in ink on the form prepared by the BOCC. If the form is filled out using pencil, the bid may be considered non-responsive and may be rejected. The person signing the bid, or an authorized representative of the company shall initial all corrections or erasures made on your bid.
- 1.4 Any charges for freight, delivery, containers, packaging, permits etc., will be included in the bid price.
- 1.5 In submitting the bid, the Contractor agrees that acceptance of any or all bids by the BOCC within a reasonable time period constitutes a contract. No delivery shall become due or be accepted until a purchase order has been issued by BOCC.
- 1.6 The BOCC must approve the contract resulting from this solicitation. This process typically takes four (4) weeks from the date the successful Contractor is identified. The BOCC will prepare a formal contract specific to this solicitation for execution by the successful Contractor.
- 1.7 Upon receipt and evaluation of the responses, selected Contractors may be required to make in-person presentations to the BOCC.
- 1.8 It is understood that the BOCC reserves the right to negotiate a contract with the selected Contractor; accept or reject any portion of the bid package; accept or reject any and/or all bids; to waive informalities and irregularities in bids; and to accept the bid that, in the opinion of the Board, is in the best interest of BOCC. The total cost of bid preparation and submission shall be borne by the Contractor.
- 1.9 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit bids.
- 1.10 If, in the sole judgment of the BOCC, the proposals are substantially equal, the Board may grant the contract to companies located in Moffat County; however, this is not applicable in the case that Federal funds are used.



- 1.11 Contractor certifies, warrants, and agrees that (he) (she) (it) has knowledge of the "Keep Jobs in Colorado Act" codified at Sections 8-17-101, *et seq.* of the Colorado Revised Statutes and that Colorado labor shall be employed to perform at least eighty percent (80%) of the work. See <https://www.colorado.gov/pacific/cdle/kjica> for more information regarding this Act, which applies to Public Works projects. This is not applicable in the case that Federal funds are used.
- 1.12 All information submitted in response to this bid is public after the bid opening. The Contractor should not include as a part of the response to the invitation to bid any information which the Contractor believes to be a trade secret or other privileged or confidential data. If the Contractor wishes to include such material with a bid, then the material should be supplied under separate cover and identified as confidential. Statements that the entire bid is confidential will not be honored. BOCC will endeavor to keep that information confidential, separate and apart from the bid subject to the provisions of the Colorado Open Records Act or order of court.
- 1.13 The Contractor who is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Moffat, BOCC, and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Moffat, BOCC, and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.
- 1.14 The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the BOCC, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.
- 1.15 **No work shall commence, nor shall any invoices be paid** until the Contractor provides the requested proof of insurance as outlined in the "Insurance Requirements for Contractors" and until such proof is accepted by Moffat BOCC. Additionally, the Contractor will provide an endorsement naming Moffat County and BOCC as an additional insured to their policy.
- 1.16 BOCC strongly encourages the use of small and minority firms, women's business enterprises, and labor surplus area firm services. In accordance with Federal and State laws, Moffat County and BOCC do not discriminate.
- 1.17 All businesses, organizations, and individuals contracting with BOCC must comply with Title II of the Americans with Disabilities Act of 1990, as amended. For more information on these requirements and to read the full Title II text, please go to the following web page: [https://www.ada.gov/ada\\_title\\_II.htm](https://www.ada.gov/ada_title_II.htm).
- 1.18 Other governmental entities may piggyback on the award of this solicitation and should contact Moffat County Purchasing for any necessary procurement documents. The entity shall deal directly

with the award Contractor concerning the placement of Purchase Orders, freight charges, contracting and disputes, invoicing, and payment. Moffat County shall not be held liable or responsible for any liability, claims, costs, damages, demands, actions, losses, judgments or expenses incurred by the Contractor or any government entity relating to such use.

- 1.19 The Contractor certifies that by signing the contract, neither the Contractor nor subcontractors are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).
- 1.20 No Contractor awarded a solicitation shall be federally debarred. Such debarment shall be checked through the System for Award Management, at: [www.sam.gov](http://www.sam.gov).
- 1.21 Bids must be furnished exclusive of any Federal, State, or Local taxes.
- 1.22 A COMPLETED CERTIFICATE OF INTENT TO SUBCONTRACT MUST BE INCLUDED FOR ANY AND ALL WORK INTENDED TO BE SUBCONTRACTED AS PART OF THE BID SUBMITTAL.

## **2 INSURANCE**

- 2.1 The Contractor who is selected as the Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to conduct business in the State of Colorado.
- 2.2 Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Colorado.
- 2.3 Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- 2.4 Motor Vehicle Liability Insurance, including Colorado No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- 2.5 Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured's". 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.



- 2.6 Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Moffat County Attorney, 1198 W. Victory Way, Suite 202, Craig, Colorado 81625."
- 2.7 Proof of Insurance - The vendor shall provide to BOCC at the time the contracts are returned by it for execution, **two (2) copies of certificates of insurance** for each of the policies mentioned above. If so requested, Vendor shall furnish certified copies of all policies.
- 2.8 If you have any questions concerning the insurance requirements, please contact the Director of Development Services at (970) 824-9160 at least one week prior to the bid opening date.
- 2.9 Any Agreement resulting from this RFP shall be construed according to the laws of the State of Colorado. The Contractor agrees that the venue for any legal action under such Agreement shall be Moffat County, State of Colorado. If any legal action is brought under such Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Colorado.
- 2.10 Contractor shall render the services to be provided pursuant to any agreement resulting from this RFP in compliance with all applicable Federal, State, and Local laws, ordinances, rules, and regulations.
- 2.11 No telephone, email, or facsimile bids will be accepted. Bids must be clearly identified on the front of the envelope by the bid number and title. Responsibility for timely submittal and routing of bids, prior to opening, lies solely with the Consultant. Bids received after the opening time specified will not be considered.

### **3 GENERAL CONDITIONS**

- 3.1 Contractor shall provide temporary safety measures around the areas of construction to minimize the possibility of damage to the new construction, existing structures, construction equipment, and injury to persons. Temporary safety measures may include, but are not limited to, the following: temporary chain link fence, plastic safety fence, barricade tape, wood barricade, and safety personnel.
- 3.2 Contractor and its subcontractors performing services for BOCC shall comply with all Occupational Safety and Health Administration (OSHA) regulations, State and County Safety and Occupational Health Standards, and any other applicable rules and regulations. Also, the Contractor and its subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the worksite area under this contract.
- 3.3 Under no circumstances shall any tools of any kind or materials being used be left unattended.

- 3.4 If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted to the project manager prior to commencement of work.
- 3.5 All work under the resulting contract shall be performed in a skillful and workmanlike manner, and according to applicable code. BOCC may, at its sole discretion, require the Contractor to remove any employee from work that BOCC deems incompetent or careless. Further, the BOCC may, from time to time, make inspections of the work performed under this contract. Any inspection by BOCC does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.
- 3.6 The Contractor and its Subcontractors shall at all times keep the areas of the property free from rubbish and the accumulation of any waste materials. Daily clean-up and removal from the work area of all debris resulting from these operations is required. Contractor is responsible for paying for and hauling away any waste.
- 3.7 Neither the final certificate nor payments, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for defects in workmanship or faulty materials. The Contractor shall correct any defects due to faulty work or materials and pay for the damage to other work resulting there from, which shall appear within a period of one year from the date of completion unless otherwise stated in this document. BOCC shall notify the Contractor of observed defects with reasonable promptness.
- 3.8 Contractor shall schedule to do the work between the hours of 7am to 5pm Monday through Friday unless approval from the Development Services Department is given for alternate times.
- 3.9 The Contractor shall be responsible for examining the existing conditions in order to gain full information under which the work is to be carried out. The Contractor shall also compare the existing conditions with the plans and specifications, if provided. Failure of the Contractor to inform himself/herself will in no way relieve him/her from the necessity to complete the work without additional cost to BOCC.
- 3.10 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, debris removal, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.
- 3.11 All materials shall be new and workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. All materials which are affected by moisture shall be protected from such.
- 3.12 The Contractor shall employ only persons who are skilled in the work to be performed.



- 3.13 The Contractor shall be responsible for making field measurements before proceeding to complete the work. Upon award of contract, BOCC will designate areas where work is required.
- 3.14 The Contractor shall continuously protect all existing facilities and new work as it is completed. The Contractor shall be responsible for making good any damage or injury caused to the facility because of negligence by Contractor.

#### **4 BONDING**

- 4.1 Any bid that is in excess of \$50,000.00, if awarded, will be required to provide 50 percent (50%) of the contract amount coverage in Performance Bond and Payment Bond as required by Colorado Revised Statutes 38-26-106. The bond must be with surety companies satisfactory to BOCC. In addition, each surety company shall be admitted and licensed to do business in the State of Colorado.

- A. **Performance Bond** - The Contractor, as Principal, shall furnish a Surety Bond in a form acceptable to the BOCC in an amount at least equal to fifty (50%) percent of the contract amount as security for faithful performance of this contract. BOCC shall be Obligee under said bond. The bond shall guarantee faithful performance and shall indemnify and save harmless the Obligee from all costs and damages by reason of the Principal's failure to perform in accordance with the contract provisions. The contract, by reference, shall be an integral part of the bond. Said bond shall be with a surety company licensed and admitted to conduct business in the State of Colorado. The Surety shall be acceptable to BOCC.
- B. **Payment Bond** - The Contractor, as Principal, shall furnish a Surety Bond in form acceptable to BOCC in an amount at least equal to fifty (50%) percent of the contract amount as security for the prompt payment to all persons supplying labor and material in the performance of all work under said contract, and any and all authorized modifications under this contract. The contract, by reference, shall be an integral part of this bond. Said bond shall be with a Surety licensed and admitted to conduct business in the State of Colorado. The Surety shall be acceptable to BOCC.
- C. **Performance and Payments Bonds shall be submitted to the Moffat County Attorney, at least ten (10) days prior to the commencement of work covered under the contract.**
- D. **Bid Bond - Guaranty deposits will be requested on bonded projects valued at \$25,000 or more. The amount of deposit shall be five percent (5%) of amount bid.**

- 4.2 **Additional or Substitute Bond** - If at any time BOCC, for a justifiable cause, shall become dissatisfied with any Sureties pursuant to the Performance or Payment Bonds, the Contractor shall within five (5) days after such notice from BOCC to do so, substitute an acceptable bonds(s) in such forms and sum and signed by such other Surety as may be satisfactory to BOCC. The Contractor shall pay the premiums on such bond(s). No further payments shall be deemed due nor

shall they be made until the new Surety or Sureties shall have furnished such an acceptable bond to BOCC.

4. No telephone, e-mail, or facsimile bids will be accepted. Bids must be clearly identified on the front of the envelope by bid number and title. Responsibility for timely submittal and routing of bids, prior to opening, lies solely with the Contractor. Bids received after the opening time specified will not be considered.

### **BIDDING INSTRUCTIONS**

The following items are part of the proposal for the above noted project. If any of these items are not included with your bid forms, please contact the Moffat County Department of Development Services.

- Bid Package includes General Instructions, Bidding Instructions, Bid Form, Insurance Supplement, Bid Bond, Anti-Collusion Affidavit, Certificate of Intent to Subcontract, Specifications, Bid schedule and Sample Contract.

It is not necessary to return the entire Bid Package for the Bid Opening. **Submittal of the following completed forms is required:**

Bid Form - Pages 8 and 9

Bid Schedule - Page 16

Anti-Collusion Affidavit -Page 17

Certificate of Intent to Subcontract-Page 18

Bid Bond - Page 19

**Each Bid over \$25,000 must be accompanied by a Bid Guaranty consisting of a properly Certified Check, Cashier's Check or Bid Bond, in the amount of five percent (5%) of the Contractor's bid, without conditions, payable to BOCC.** The sample Bid Bond included in these bid documents may be used as Bid Guaranty. This is the only acceptable form for a Bid Bond, no other form will be accepted. Bid Guaranties may be held until the contract is awarded, provided the time from bid opening to contract award does not exceed thirty days.

The successful Contractor will be required to furnish Performance and Payment Bonds. Each bid must contain a unit bid price for each item shown in the Bid Schedule, and a completed Certificate of Intent to Subcontract. Failure to include unit bid prices and Certificate may be cause for rejection.

The original of the signed Affidavit relative to collusion shall be submitted by the Contractor with the bid. The bid will be rejected if it does not contain the signed affidavit. The Bid and Bid Guaranty must be placed in one envelope securely sealed and labeled.

CONTRACTOR agrees that work will commence as soon as contract is awarded and be substantially completed on or before 12/15/25 .

CONTRACTOR accepts the provisions of the Purchase of Services Agreement to be issued by BOCC for liquidated damages in said Agreement under Article 2 and as stated below.

LIQUIDATED DAMAGES: If **Applies** ☒ **Does Not Apply** ☐ 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 above. They also recognize the delays, expense, and difficulties involved in proving a legal or arbitration preceding 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 Dollars (\$ 100 ) for each day that expires after the time specified above for substantial completion until the work is substantially complete.

In regard to Liquidated Damages, BOCC will take into consideration weather conditions that may affect job completion. One day will be given for each day the Contractor is unable to work due to adverse weather conditions.



**BID FORM FOR PROJECT NO.** 202506 Public Safety Center Security Gates

TO THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, Moffat County, Colorado  
I/We have examined the Plans and Specifications and the site of the proposed work and receipt of Addendum No(s). \_\_\_\_\_ is hereby acknowledged.

I/We understand and accept the proposition that the Estimate of quantities is approximate only, that the quantities are subject to either increase or decrease and propose to perform any increased or decreased quantities of work at the unit price named in this Bid, except for alterations provided for in the Specifications.

I/We agree that the Invitation for Bids, Bid Requirements and Conditions, the Plans and Specifications, any Special Provisions, and this Bid shall form and be part of the Contract to be signed by me/us if this Bid is accepted, and that I/we will furnish a Contract Bond in a penal sum equal to the estimated contract price, with surety, or sureties, to guarantee the completion of the work and also to guarantee that all material and labor upon this work, or incidental to the completion of this work, shall be fully paid for.

I/We hereby propose to furnish all labor, machinery, equipment, materials and supplies, and to sustain all the expense incurred in doing the work pursuant to Details, Plans, and Specifications in RFP 202506, Public Safety Center Security Gates as advertised by Moffat County, Colorado, 8/6/25 and 8/13/25 a copy of which advertisement is attached and made a part hereof.

I/We agree to protect my/our employees on this contract, if awarded to \_\_\_\_\_ (Contractor), by adequate Workers' Compensation Insurance.

I/We agree that any Extra Work or materials which the BOCC may order in writing is to be paid for either at a lump sum or unit prices agreed upon prior to the commencement of the work, provided that no class or item of work or material was provided for in the specifications, that no class or item of work or material for which a unit bid price is provided in this Bid is to be classified as Extra Work.

I/We hereby agree to execute a Contract and Bond and supply Insurance Endorsement forms provided by the BOCC within fifteen (15) days (or such further time as may be allowed in writing by BOCC) after receiving notification of the Award of Contract based on this bid, and in case I/we do not, the BOCC may proceed to award the contract to another, re-advertise the work for bids, or proceed in any lawful manner they deem advisable, and the accompanying Guaranty shall become forfeited to Moffat County Housing Authority as liquidated damages.

I/We hereby agree to commence the work within thirty (30) days following the date of award unless such time for beginning the work is changed by BOCC in the "Notice to Proceed", and to complete the same within 60 working days in accordance with the "Notice to Proceed".

It is agreed that in case the Contract is awarded to another, this Bid Guaranty, unless forfeited as stated herein, will be returned to: \_\_\_\_\_

Respectfully submitted,

Print Clearly:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

(\_\_\_\_\_) \_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

DUNS No.: \_\_\_\_\_  
\_\_\_\_\_

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

(SEAL)

County of: \_\_\_\_\_

State of \_\_\_\_\_



(Bid must be signed in ink by the bidder with the signature in full. When a firm is bidder, the agent who signs the firm name to the Bid shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of what State the corporation was chartered and the name and the title of the officer having authority under the by-laws to sign contracts. The Bid shall also bear the seal of the corporation attested by its secretary. Anyone signing the Bid as agent must file with it legal evidence of his authority to do so. Mailing address, County and State must be given after the signature.)

Each Bid should contain a unit bid price for each item shown in the Scope of Work, a completed Certificate of Intent to Subcontract, and a signed Anti Collusion Affidavit.

## INSURANCE REQUIREMENTS

**CONTRACTOR'S LIABILITY INSURANCE:** The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under Workman's Compensation, disability benefits, and other similar employee benefit acts;
2. Claims for damage because of bodily injury, occupational sickness, disease, or death of his employees, and claims insured by usual personal injury liability coverage; and
3. Claims for damage because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual personal injury liability coverage; and
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Insurance covering claims for damages to persons or property required by the preceding paragraph shall be in the following amounts:

Bodily Injury Liability	Each Person:	\$1,000,000
	Each Accident:	
	Or Occurrence:	\$1,000,000
Property Damage Liability:	Each Accident	
	Or Occurrence:	\$1,000,000
	Aggregate:	\$1,000,000

And shall be furnished in types specified, as follows:

1. Contractor's Liability Insurance issued to and covering the liability for damage imposed by law upon the Contractor and each subcontractor with respect to all work performed by them under the Agreement.

2. Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work under the Agreement performed for the Contractor by subcontractors.
3. Completed Operations Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor and each subcontractor arising between the date of final cessation of the work and the date of final acceptance thereof out of that part of the work performed by each.
4. Motor Vehicle Liability Insurance, including Colorado No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
5. The Contractor shall in addition, in the amounts required under the above, obtain protective Liability Insurance issued to and covering the liability for damages imposed by law upon the BOCC with respect to all operations under the Agreement by the Contractor or his subcontractors.

COMPREHENSIVE RISK POLICY OPTION: In lieu of the several policies specified for Contractor's Liability Insurance, a comprehensive liability and property damage insurance policy inclusive of all the insurances and requirements hereinafter set forth, with an umbrella covering of \$1,000,000, subject to the approval of the BOCC, will be permissible.

SUBCONTRACTOR'S INSURANCE: Before permitting any of his subcontractors to perform any work under this contract, Contractor shall either (1) require each of his subcontractors to procure and maintain, during the life of his subcontracts, Subcontractor's Public Liability and Property Damage Insurance of the types and in amounts as may be applicable to his work, which types and amounts shall be subject to the approval of the BOCC, or (2) insure the activities of his subcontractors in his own policy.

CERTIFICATES OF INSURANCE: Certificates of Insurance acceptable to the BOCC shall be filed with the BOCC before commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty days written notice has been given the BOCC. Contractor shall not permit any of his subcontractors to start work until all required insurance has been obtained and certificates with the proper endorsements have been filed with the Contractor. If requested by BOCC, Contractor shall provide a copy of the insurance policy to BOCC.

Failure of the Contractor to comply with the foregoing insurance requirements shall in no way waive the BOCC's rights hereunder.

Contractor further agrees that all such policies shall be endorsed to name Moffat County, its Affiliates, Project Manager, Representatives and Employees as additional insureds and such insurance shall be by insurers and for policy limits acceptable to County.

BOCC'S LIABILITY INSURANCE: The BOCC, at its option, may purchase and maintain such liability insurance as will protect it against claims which may arise from operations under this Contract. Purchasing and maintaining such insurance, however, will not relieve the Contractor from purchasing and maintaining the insurance herein before specified.

INDEMNIFICATION: To the fullest extent permitted by law, Contractor agrees to defend, hold harmless, and unconditionally indemnify County and all of its Affiliates (defined below), and all of their respective officers, directors and employees, against and for all liabilities, costs, expenses (including attorney's fees and expenses of investigation), claims and damages which County may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries (including injuries resulting in death) either to the persons or property, or to any other parties, in any manner caused by or resulting from Contractor's breach of this Agreement or acts or failures to act by Contractor or its employees or agents in the performance of this Agreement; provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury, or death to the extent caused by the negligence of County.



## **SPECIFICATIONS**

Moffat County, Colorado  
1198 W. Victory Way, Ste. 107  
Craig, CO 81625

RFP No.: 202506  
Issue Date: 7/29/25  
Submission Deadline: 8/21/25  
BOCC Award: 8/26/25

Description: Public Safety Center Security Gate  
Deadline for questions: 08/18/25  
Pre-Bid Meeting REQUIRED: 8/14/25  
Contract Timeline: 8/26/25 - 12/15/25

### **GENERAL NOTES:**

1. Bidders should familiarize themselves with the local conditions affecting the cost of the work and the site of the work.
2. Bidders are required to perform, provide and furnish all of the labor, materials, tools, fees, permits and equipment necessary to complete the project.
3. Contractor must provide an estimated time of completion.
4. Contractors are required to visit site prior to bid.

Questions concerning existing facilities should be addressed to Neil Binder, Director of Development for Moffat County 970-824-9160.

### **Project Overview:**

Moffat County is seeking qualified contractors to furnish all labor, materials, and equipment necessary to install two (2) vertical pivot lift gates, approximately 20 feet wide by 6 feet tall, at two predesignated locations. Gates shall be "Tilt-A-Way" brand or approved equal, and must match the design, finish, and appearance of the existing decorative fencing. Final dimensions and site conditions must be verified by the contractor prior to fabrication and installation. All equipment must be installed per manufacturer's specifications and industry best practices. Contractor is responsible for site protection, cleanup, and restoration of any disturbed areas.

### **Gate and System Specifications:**

Each gate shall be 20 feet wide by 6 feet tall, constructed of steel or aluminum to match the style and finish of the existing perimeter fencing. Gate operator must feature an electrical vertical pivot mechanism with a dual belt/high-torque reduction drive system. Gate must be counterbalanced for smooth, reliable operation. Include adjustable infrared obstruction detection sensors for both opening and closing cycles. Provide safety locking pins to prevent vertical and horizontal movement during preventative maintenance. Include a remote transmitter system capable of supporting unlimited remote openers, must include 40 remotes. Install one (1) free exit loop per gate to enable automated outbound vehicle passage without manual operation. The gates must be pre-configured for seamless integration with a low voltage system, including a card reader and surveillance camera (to be supplied and installed by the low voltage contractor). Provisions such as conduit pathways, wiring, and mounting points must be included.

### **Electrical and Power Notes:**

Conduit and wiring have already been installed by the owner and are in place at each gate location. Each location is equipped with a dedicated 20-amp power supply. Contractor is responsible for making final electrical connections and ensuring compatibility with the gate operator systems. All electrical work must comply with NEC and local codes, and be subject to inspection by the Authority Having Jurisdiction (AHJ).





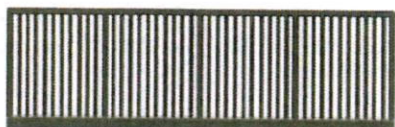
VERTICAL PIVOT GATE

VERTICAL PIVOT GATE

**TILT-A-WAY**

VERTICAL PIVOT GATES

VIGILANTE



**ANTI-COLLUSION AFFIDAVIT**

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening.
- 2B. Neither the price(s) nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made or will be made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high noncompetitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, non-competitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand, and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from Moffat County, Colorado of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Vendor's Firm or Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public





### Bid Schedule

RFP	202506	Description	Public safety Center Security Gates		
Issue Date	7/29/2025	Prebid Meeting	8/14/2025		
Questions Due	8/18/2025	Submission Date	8/21/2025		
Award Date	8/26/2025	Contract time Line	8/26/25-12/15/25		
		Quantity	Price Each	Price	
Powered Lift/Tilt gates per specifications with 2 free loops, and 40 remotes		2			
		Total Bid			

Contractor: \_\_\_\_\_

Signature

Date

### CERTIFICATE OF INTENT TO SUBCONTRACT

In accordance with Section 108.01 of the Standard Specifications, the successful bidder may subcontract a portion of the contract. The bidder hereby certifies that if awarded the contract, he/she:

\_\_\_\_ **Does Or**      \_\_\_\_ **Does Not** intend to subcontract a portion of the work. (Insert Check Boxes)

Following are the names and addresses of proposed subcontractors and the items and cost of the work each will subcontract. Any changes made to this list after award of contract must be approved in writing by the Project Manager.

Name/Address	Subcontract Item	Project Cost

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## BID BOND

KNOW ALL MEN by these presents that the undersigned \_\_\_\_\_  
Of \_\_\_\_\_  
as Principal, and \_\_\_\_\_  
as Surety, are held firmly bound unto Moffat County, Colorado (the Owner) in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which said Principal and Surety each separately, severally, and jointly hereby bind themselves, their heirs, executors, administrators, successors, and assigns firmly by these presents.

Dated, signed, sealed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The conditions of this bond are such that whereas the said Principal is about to submit a bid or bid to Moffat County, Colorado (the Owner) to furnish all services, labor, materials and equipment necessary for:

(DESCRIPTION OF PROJECT) (Text box)

NOW THEREFORE, if the above bound Principal, if he be awarded the contract for the materials and work upon which he bid, shall within the fifteen (15) days of such award enter into a written contract with Moffat County, Colorado (the Owner) in form set out in the Contract Documents for said project and shall furnish bond to be executed by an acceptable surety company, then this bond shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this bond to be executed.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

STATE OF COLORADO     )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said State, came \_\_\_\_\_, as Principal, and \_\_\_\_\_ of \_\_\_\_\_, Attorney in Fact for said \_\_\_\_\_ as Surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond.

Subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SEAL

\_\_\_\_\_  
Notary Public



**Addendum #1**  
Moffat County Colorado  
1198 W. Victory Way, Suite 107  
Craig, CO 81625

RFP Number: 202506

Issue Date: 7/29/2025

Deadline for final submission for questions: 9/2/2025

BOCC Award: 9/9/2025

Description: Public Safety Center Security Gates

Pre Bid Meeting: 8/14/2025

Submission Deadline: 9/3/2025

Contract time line: 9/9/2025 to 12/31/2025

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Answers to questions from the Pre-Bid meeting conducted 8/14/25.

1. Dates are changed as follows:

Submission deadline is changed to 9/3/25

BOCC award is changed to 9/9/25

Contract Time Line is changed to 9/9/25 to 12/31/25

2. Electrical at install site needs to be moved to the back side of concrete pad that the gate will be installed on. Roughly 8' perpendicular from road at both locations. (On gate contractor to have moved)
3. Include 4 bollards 2 for keypad location and 1 at each optex exit location
4. Quote for East gate to include a 24' gate option since the road is 24' wide.



### Bid Schedule

RFP	202506	Description	Public safety Center Security Gates
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Issue Date	7/29/2025	Prebid Meeting	8/14/2025		
Questions Due	9/1/2025	Submission Date	9/3/2025		
Award Date	9/9/2025	Contract time Line	9/9/25 - 12/31/25		

	Quantity	Price Each	Price
Powered Lift/Tilt gates per specifications with 2 free loops, and 40 remotes	2		
Option to change one 20 foot gate to 24 feet	1		
Total Bid			

Contractor: \_\_\_\_\_

Signature

Date



received  
9/4/25

efm

BID FORM FOR PROJECT NO 202506 Public Safety Center Security Gates

TO THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, Moffat County, Colorado  
I/We have examined the Plans and Specifications and the site of the proposed work and receipt of  
Addendum No(s) 1 is hereby acknowledged

I/We understand and accept the proposition that the Estimate of quantities is approximate only, that the quantities are subject to either increase or decrease and propose to perform any increased or decreased quantities of work at the unit price named in this Bid, except for alterations provided for in the Specifications.

I/We agree that the Invitation for Bids, Bid Requirements and Conditions, the Plans and Specifications, any Special Provisions, and this Bid shall form and be part of the Contract to be signed by me/us if this Bid is accepted, and that I/we will furnish a Contract Bond in a penal sum equal to the estimated contract price, with surety, or sureties, to guarantee the completion of the work and also to guarantee that all material and labor upon this work, or incidental to the completion of this work, shall be fully paid for

I/We hereby propose to furnish all labor, machinery, equipment, materials and supplies, and to sustain all the expense incurred in doing the work pursuant to Details, Plans, and Specifications in RFP 202506,  
Public Safety Center Security Gates as advertised by Moffat County, Colorado,  
8/6/25 and 8/13/25 a copy of which advertisement is attached and made a part hereof.

I/We agree to protect my/our employees on this contract, if awarded to Taylor Fence Company (Contractor), by adequate Workers' Compensation Insurance.

I/We agree that any Extra Work or materials which the BOCC may order in writing is to be paid for either at a lump sum or unit prices agreed upon prior to the commencement of the work, provided that no class or item of work or material was provided for in the specifications, that no class or item of work or material for which a unit bid price is provided in this Bid is to be classified as Extra Work.

I/We hereby agree to execute a Contract and Bond and supply Insurance Endorsement forms provided by the BOCC within fifteen (15) days (or such further time as may be allowed in writing by BOCC) after receiving notification of the Award of Contract based on this bid, and in case I/we do not, the BOCC may proceed to award the contract to another, re-advertise the work for bids, or proceed in any lawful manner they deem advisable, and the accompanying Guaranty shall become forfeited to Moffat County Housing Authority as liquidated damages.

I/We hereby agree to commence the work within thirty (30) days following the date of award unless such time for beginning the work is changed by BOCC in the "Notice to Proceed", and to complete the same within 60 working days in accordance with the "Notice to Proceed".



It is agreed that in case the Contract is awarded to another, this Bid Guaranty, unless forfeited as stated herein, will be returned to: Taylor Fence Company

Respectfully submitted,

  
Signature

8-28-25

Date

Print Clearly

Todd M Jurgens, President

Name Title

Taylor Fence Company

Company Name

PO Box 3125, Grand Junction, CO 81502

Mailing Address

832 21 1/2 Road

Street Address

Grand Junction, CO 81505

City/State Zip Code

( 970 ) 241-1473

Phone

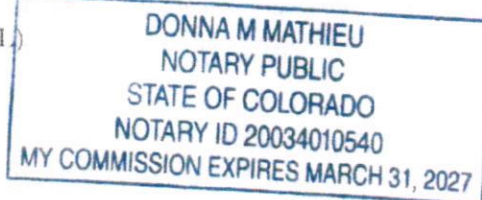
jerry@taylorfencecolorado.com

Email

DUNS No.: \_\_\_\_\_

Attest:

(SEAL)



County of Mesa

State of Colorado



### Bid Schedule

RFP	202506	Description	Public safety Center Security Gates
Issue Date	7/29/2025	Prebid Meeting	8/14/2025
Questions Due	9/1/2025	Submission Date	9/3/2025
Award Date	9/9/2025	Contract time Line	9/9/25 - 12/31/25

	Quantity	Price Each	Price
Powered Lift/Tilt gates per specifications with 2 free loops, and 40 remotes	2	\$41,423.00	\$82,846.00
Option to change one 20 foot gate to 24 feet	1	\$1,000.00	
Total Bid			\$82,846.00

Contractor: Taylor Fence Company

Signature

8/28/25

Date

## ANTI-COLLUSION AFFIDAVIT

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization enclosed herewith from that person to make the statements set out below on his or her behalf and on behalf of my firm:

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder;
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening.
- 2B. Neither the price(s) nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made or will be made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high noncompetitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, non-competitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand, and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from Moffat County, Colorado of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Vendor's Firm or Company Name

Taylor Fence Company

Signature

President

8/28/25

Title

Date

The foregoing instrument was acknowledged before me this 28 day of August, 2025.

Donna M Mathieu  
Notary Public

DONNA M MATHIEU  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20034010540  
MY COMMISSION EXPIRES MARCH 31, 2027

### CERTIFICATE OF INTENT TO SUBCONTRACT

In accordance with Section 108.01 of the Standard Specifications, the successful bidder may subcontract a portion of the contract. The bidder hereby certifies that if awarded the contract, he/she

X Does Or        Does Not intend to subcontract a portion of the work. (Insert Check Boxes)

Following are the names and addresses of proposed subcontractors and the items and cost of the work each will subcontract. Any changes made to this list after award of contract must be approved in writing by the Project Manager.

Name/Address	Subcontract Item	Project Cost
Anson Excavating	Hydro-Vac & Concrete	\$21,417.00
PO Box 777, Craig, CO 81626		

Taylor Fence Company

Company

Todd M Jurgens

Name (Please Print)

President

Title

Signature

8/28/25

Date



## BID BOND

KNOW ALL MEN by these presents that the undersigned Jurgens Inc. dba Taylor Fence Company  
Of 832 21 1/2 Road, Grand Junction, CO 81505  
as Principal, and United Fire & Casualty Company  
as Surety, are held firmly bound unto Moffat County, Colorado (the Owner) in the penal sum of  
Five Percent (5%) of Total Amount Bid Dollars (\$ 5% ) for the  
payment of which said Principal and Surety each separately, severally, and jointly hereby bind themselves, their  
heirs, executors, administrators, successors, and assigns firmly by these presents.

Dated, signed, sealed and executed this 3rd day of September, 2025.

The conditions of this bond are such that whereas the said Principal is about to submit a bid or bid to Moffat County,  
Colorado (the Owner) to furnish all services, labor, materials and equipment necessary for:

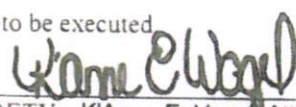
RFP No.: 202506 - Public Safety Center Security Gates

Moffat County is seeking qualified contractors to furnish all labor, materials, and equipment necessary to install two (2) vertical  
pivot lift gates, approximately 20 feet wide by 6 feet tall, at two predesignated locations. Gates shall be "Tilt-A-Way" brand or  
approved equal, and must match the design, finish, and appearance of the existing decorative fencing. Final dimensions and site  
conditions must be verified by the contractor prior to fabrication and installation. All equipment must be installed per  
manufacturer's specifications and industry best practices. Contractor is responsible for site protection, cleanup, and restoration of  
any disturbed areas.

NOW THEREFORE, if the above bound Principal, if he be awarded the contract for the materials and work upon  
which he bid, shall within the fifteen (15) days of such award enter into a written contract with Moffat County,  
Colorado (the Owner) in form set out in the Contract Documents for said project and shall furnish bond to be  
executed by an acceptable surety company, then this bond shall be null and void, otherwise to remain in full force  
and effect.

IN WITNESS WHEREOF, the parties have caused this bond to be executed.

  
PRINCIPAL - Todd M Jurgens, President

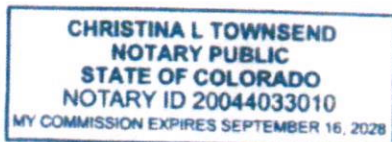
  
SURETY - K'Anne E. Vogel, Attorney-in-Fact


STATE OF COLORADO )  
 ) ss.  
COUNTY OF EL PASO )

Before me, a Notary Public in and for said State, came Jurgens Inc. dba Taylor Fence Company  
and Todd M Jurgens, President of HUB International Insurance Services, Inc, as Principal,  
and K'Anne E. Vogel of HUB International Insurance Services, Inc, Attorney  
in Fact for said United Fire & Casualty Company as Surety, with both of whom I am personally acquainted,  
and acknowledged that they subscribed their signatures to the above and foregoing bond.

Subscribed to before me this 3rd day of September, 2025.

SEAL



  
Notary Public  
Christina L. Townsend





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
CERTIFIED COPY OF POWER OF ATTORNEY  
(original on file at Home Office of Company - See Certification)

Inquiries: Surety Department  
118 Second Ave SE  
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

TIMOTHY J. BLANCHARD, CHRISTINA L. TOWNSEND, JENNIFER J. WALKER, ROBERT CHARLES TORREZ, TERRI L. REESE, BARBARA J. ARNOLD, NIKKI M. MOSBRUCKER, ASHLEY K. ANDERSON, K'ANNE E. VOGEL, ANDREW P. WALTERS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$15,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 4th day of April, 2027 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact



IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 4th day of April, 2025

UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*  
Vice President

State of Iowa, County of Linn, ss

On 4th day of April, 2025, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument, that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

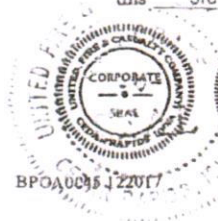


Patti Waddell  
Iowa Notarial Seal  
Commission number 713274  
My Commission Expires 10/26/2025

*Patti Waddell*  
Notary Public  
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
this 3rd day of September, 2025



By: *Mary A. Bertsch*  
Assistant Secretary,  
UF&C & UF&I & FPIC

## AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 9th day of September, 2025 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and Hines, Inc. ("Consultant"), whose address is 1640 Riverside Ave , Suite 200, Fort Collins, CO 80524 whose telephone number is 970-280-1800.

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 submitted from Hines, Inc. to design the irrigation system at Loudy Simpson Park

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

- 2.1 Services of the Consultant shall commence on 9/9/2025, and shall be substantially completed on or before 12/31/2025, 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 up to Twenty Five Thousand dollars and 00/100 cents (\$25,000), 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:** 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 the parties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.

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

CONSULTANT shall submit Applications for Payment. Applications for Payment will be processed by the Development Services Department.

- 4.1 PROGRESS PAYMENTS: BOCC shall make monthly progress payments on account of the Contract Price on the basis of CONSULTANTS Applications for Payments as recommended by the Road and Bridge Department and concurrent with Moffat County's payment procedures. All progress payments will be based on the progress of the work measured.

#### **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 subcontractors(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.

CONTRACT\FORM DOCS\Purchase of Services Agreement Form

**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 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, 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;

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.

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: \$1,000,000 per claim, and \$1,000,000 aggregate.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the 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 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

CONTRACT\FORM DOCS\Purchase of Services Agreement Form



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 - 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 14 - 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 15 - 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 16 - 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 17 - 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 18 - 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 19 - 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:

Melody Villard  
MCBOCC Chair  
1198 W Victory Way, Suite 104  
Craig, CO 81625  
(970) 824-5516

Consultant:

Meredith Larson  
Hines, Inc.  
1640 Riverside Ave., Suite 200  
Fort Collins, CO 80524  
970-280-1800

**Article 20 - 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 21 - 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 22 - 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 23 - 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 24 - 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

By: Melody Villard  
Melody Villard, Chair

Date: 15 Sep 25



ATTEST:

*Erin Miller*  
Clerk to the Board

CONSULTANT:

Hines, Inc.

By: *ML*

Meredith Larson

STATE OF COLORADO )

) ss.

COUNTY OF Larimer )

The foregoing instrument was acknowledged before me this 12 day of September, 2025 by Meredith Larson.

MY COMMISSION EXPIRES: 1/23/27



*Matthew Suter*  
Notary Public

1640 Riverside Ave Fort Collins, CO 80524  
Address of Notary Public



2025-08-22

Mr. Neil Binder

Moffat County  
1198 W Victory Way, Suite 107  
Craig, CO 81625  
nbinder@moffatcounty.net

Dear Neil,

Hines Inc is honored to partner with Moffat County to provide Irrigation System Design for Loudy Simpson Ball Park, located in Craig, Colorado. It is assumed that the project site will contain approximately 26 - acres of irrigated turf, native grass & point source drip irrigated plant materials. It is further assumed that the irrigation system will utilize an existing non-potable water supply and a newly replaced pump station (provided by others, as specified by the client) with adequate pressure & flow rate to efficiently operate the irrigation system. Our detailed scope of work & general conditions are attached for your review & approval.

**Scope & Fee Summary**

**Fee**

**Design Development:**

Task 1: Verification of Existing Site Conditions	\$5,500
Hourly Not-To-Exceed	

Task 2: Design Development Non-Potable Irrigation Plan	\$7,500
--	---------

**Construction Documents:**

Task 3: Preliminary Irrigation Plan Design	\$12,000
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<b>Total</b>	<b>\$25,000</b>
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We strive to be as specific as possible in all aspects of our work to ensure complete understanding of scope & our ability to meet the proposed schedule. Should anything require further clarification, please do not hesitate to contact me.

Kind Regards,  
Meredith Larson

**DESIGN DEVELOPMENT- WATER PLANNING SCOPE-OF-WORK****Task 1 – Verification of Existing Site Conditions**

- One (1) site visit to verify the type, size and condition of existing irrigation pump system equipment & infrastructure; confirming water source, irrigation mainline pipe size, routing, age, and material; and reviewing other existing site conditions for planning future irrigation system requirements and equipment preferences.
- Coordinate with the Owner's Representative to gather information on the irrigation water source, pump station operational requirements, and site topographical documentation.
- Obtain applicable State and local design standards.
- Obtain As-built drawings, if available, to document existing system equipment types, sizes, capacity, location, and pipe routing.

**Task 2 – Design Development Non-Potable Irrigation Plan**

- Attend meetings with the Owner's Representative and design team through project planning & design as authorized by the client & described below.
  - Conference calls/video conference meetings throughout the Design Development scope of design.
- Site irrigation water balance will be developed based on existing landscape to estimate future annual water usage. Water use information will detail the following:
  - Summary of landscape types & quantities for the project site organized by landscape area & project development phase.
  - Peak season water use estimates itemized by plant type.
  - Annual & monthly water use by plant type.
  - Water & cost saving strategies will be presented to include reduced water use for implementing *weather-based irrigation system control, irrigation system performance management, efficient irrigation strategies, & superior system design requirements.*
  - Format will facilitate cross-reference of the above items.
- Validate existing system capacity & create a demolition and reconstruction plan.
- Based on coordination with the Owner & Design Team, Hines will identify & provide preliminary specification of a site sustainable control system to provide the appropriate level of system monitoring & water conservation meeting project budgetary goals and long-term maintenance preferences.
- A preliminary DD drawing of detailed project areas served by irrigation systems including proposed water source(s), water storage requirements, pumping, filtration, and preliminary water treatment requirements, proposed distribution mainline pipe routing, non-potable tap locations with pressure & flow requirements at discreet landscape areas, isolation valve locations, pipe and wiring sleeves under hardscapes, and controller locations with electrical power drop requirements.
- Coordinate with the LA, ME, and Architect on preliminary distribution mainline pipe routing, control wire routing, controller location and power requirements.
- Engineer's Memorandum of Design to include a review of:
  - System approach, infrastructure requirements, costs and key details related to the storage, pumping system, controls, and distribution piping to initial phases of development.
  - Refine costs to develop a specific water source including estimated irrigation infrastructure.
- **Deliverables:**
  - Design Development drawings & Engineer's Report.



- This proposal assumes a total of two (2) submittals: 75% Submittal, receipt of Client Comments, 100% Submittal

### **CONSTRUCTION DOCUMENT SCOPE-OF-WORK**

#### **Task 3 - Preliminary Irrigation Plan Design**

- Attend meetings with the Owner's Representative and design team through project planning & design as authorized by the client & described below.
  - Conference calls/video conference meetings throughout the Construction Documentation scope of design.
- Site irrigation water balance will be refined to estimate future annual water usage.
- Irrigation controller location, electrical power source location and water tap information (available pressure, meter requirements, etc.) will be documented.
- Design will comply with applicable City or local equipment specification and design standards.
- Detailed irrigation design will include; sprinkler layout, mainline and lateral pipe routing and sizing, remote-control valve locations, and diagrammatic routing of drip laterals.
- Prepare irrigation details in required format.
- Prepare irrigation specifications in CSI format.
- **Deliverables:**
  - Seven (7) 24 x 36 drawing sheets at 20 scale, details & specifications.
  - This proposal assumes a total of two (2) drawing submittals: (50% CD & 75% CD)

#### **Client-Provided Information**

This proposal assumes that the Client will provide the information necessary to complete the scope of work. Examples of client-provided information include but are not limited to: CAD base files and coordinated, reasonable advanced notice of submittal deadlines.

#### **Additional Services**

If additional services or reimbursable expenses are requested beyond what is outlined in the tasks listed above, Hines would be pleased to provide a written proposal that will outline new scope, tasks, fee, & reimbursable expenses associated with the work.



**Notes:**

- Major base changes made after 75% Construction Document submittal, resulting in major irrigation design revisions, will require additional fees.
- If a booster pump is required, an additional fee will be necessary for the design and specification of pump equipment.
- All final construction documentation, including specifications, shall be approved by the Owner's Representative prior to issuance for bidding.
- Not included in this scope-of-work:
  - Development of existing site plans in electronic format
  - Project Permitting for approval or construction
  - Building architectural & structural design
  - MEP design or engineering to incorporate storage tanks into the structure or buildings
  - Design of electrical service to pump station(s), electrical design inside the pump station room
  - Pond design, pond aeration design, raw water turn-out structure design, water rights inventory/evaluation.
  - Civil Engineering or determination of re-irrigation/storm-water capture requirements, design of harvested water production, capture, transport, or delivery systems.
  - LEED/SITES/Similar evaluation, calculations, coordination.
  - 100% CD Submittal
  - Bidding Support
  - Construction Services (Equipment Submittal Reviews, RFI Responses, On-site Observation, As-built Creation)
  - Renovation of irrigation equipment supplying existing-to-remain landscape adjacent to the project limits of work.

We request written approval to proceed with this project. Signature indicates agreement with our scope, fee, and General Conditions. Refer to Attachment A for a detailed list of our General Conditions. Please call with any questions or comments; we look forward to working with you on this project!

Kind Regards,  
Hines Inc.

AGREED TO BY:  
Moffat County Representative

Meredith Larson

Authorized Signature

Date

**ATTACHMENT A: GENERAL CONDITIONS**

1. **Contract Payment Terms – Moffat County** [hereafter referred to as The Client] accepts the following terms of payment to Hines Inc. [hereafter referred to as Hines Inc]:
  - Hines Payment Terms are due in full after 60 days past invoice date.
  - The Client agrees to pay simple interest on each invoice balance at a rate of 1.5% per month.
  - If an attorney is retained to collect an overdue debt, Hines Inc will be reimbursed for all attorney fees and costs.
2. **JOB SITE SAFETY – Hines Inc** or its representatives are not responsible for job site safety, or for construction means, methods, techniques, or appropriateness of installation procedures undertaken by any Contractor.
3. **SUBSTITUTIONS – Substitution** of equipment or specified products is permitted only by written approval of the Irrigation Designer.
4. **HAZARDOUS WASTE – Hines Inc** is not responsible for identifying, locating, discovering, removal or remediation of any hazardous waste, known or unknown at the site; or for the consequences of any hazardous waste materials at the site, including but not limited to asbestos and PCB's, as well as materials not yet known as hazardous.
5. **UTILITY LOCATES – Hines Inc** is not responsible for determining and marking the location of any underground pipes, wires, conduits, cables, or structures such as gas lines, fiber optics, irrigation or septic systems or any other items which may exist below the surface of the ground.
6. **AS-BUILT DRAWINGS – As-built** drawings are required to be submitted to the Owner's Representative by the Irrigation Contractor upon completion of the installation.
7. **OWNERSHIP OF INSTRUMENTS OF SERVICE – The Client** acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.
8. **CORPORATE PROTECTION – It is intended** by The Parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Wyoming corporation, and not against any of the Consultant's individual employees, officers or directors.
9. **CONSEQUENTIAL DAMAGES – Notwithstanding** any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.



10. **INDEMNIFICATION** - The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.
11. **LIMITATION OF LIABILITY** - In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
12. **DESIGN SCHEDULES** - Hines Inc is not responsible for changes in design schedules (time extensions) due to circumstances beyond our direct control, such as flood, tornado, earthquake, or other events of nature, or due to untimely receipt of approvals, submittals, shop drawings, or critical information from others such as base drawings, soil analysis reports, and similar documents.
13. **DESIGN REVISIONS** - If any contractor, governmental authority, building department, or any other third-party requests or requires that changes be made to the Construction Documents prepared by Hines Inc, then Client shall notify Hines Inc of the same before any such changes are made. In the event Client, Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any documents prepared by Hines Inc or its consultants without obtaining Hines Inc's written consent, or in the event of termination of this Agreement consistent with the terms herein, Client shall assume full responsibility for the results of and any damages caused by such changes. Therefore, Client agrees to waive any claim against Hines Inc and to release Hines Inc from any liability arising directly or indirectly from such changes not consented to by Hines Inc. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hines Inc, including Hines Inc's consultants, from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. Unless required solely as a result of Hines Inc's failure to follow the applicable laws in place at the time when the 100% Design Development Documents and 100% Bid Documents/Permit Sets were originally prepared, any changes to the design requested or required to be made after Hines Inc's completion of the set of 100% Design Development Documents and 100% Bid Documents/Permit Sets shall be an Additional Service and shall be performed on a time and materials basis. In the event Client uses Hines Inc's work product without retaining Hines Inc to either finalize the Construction Documents or to perform construction observation services, Client releases Hines Inc from all claims and causes of action arising from such uses. Client, to the fullest extent permitted by law, further agrees to indemnify and hold harmless Hines Inc and its consultants from all costs and expenses, including the cost of defense and attorneys' fees, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from such use of the documents by Client.

14. DISPUTES - This contract shall be interpreted under the laws of the State of Colorado. The initial attempt to address claims, disputes or other matters in question between the Parties to the Agreement arising out of or relating to this Agreement or breach thereof shall be by formal mediation. If the claims or disputes cannot be resolved by this form of contract dispute resolution, relief through the court system shall be sought. The Parties consent to the jurisdiction of the District Court for Larimer County, Colorado.
15. STANDARD OF CARE - In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
16. SUBMITTAL REVIEW - Review of submittals, shop drawings and other documentation shall be for the purpose of determining general conformance with the design expressed in the construction drawings, and not to determine the accuracy or completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment, all of which are the responsibility of the Contractor.
17. This proposal is automatically revoked if not accepted in writing within 60 days of its date.



## 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, **Masterworks Mechanical Inc.** ("Contractor"), whose address is PO Box 1094, Craig CO 81625 and whose telephone number is 970-824-4840.

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 28<sup>th</sup>, 2023 (the "Agreement"), entitled "Agreement", concerning the following subject matter: **Replace Roof Top Units (RTU) known as EC-B1 and EC-B4 at the Moffat County Public Safety Center** located at 800 W. 1<sup>st</sup> Street, Craig, CO 81625. 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:

- County wishes to extend the Contract of Services agreement to controls upgrade for the new RTUs
- Add Exhibit A- Quote to upgrade controls

The original contract amount was **Thirty-Eight Thousand Five Hundred Dollars and 00/100 cents (\$38,500.00)** This Amendment increases the contract in the amount of **Seventeen Thousand Dollars and 00/100 cents (\$17,000.00)**. Total contract amount including this change is **Fifty-Five Thousand Five Hundred Dollars and 00/100 cents (\$55,500.00)**.

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

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

BOARD OF COUNTY COMMISSIONERS  
MOFFAT COUNTY, COLORADO

ATTEST:

By:

Melody Villard  
Melody Villard, Chair

Erin Miller  
Clerk to the Board

**CONTRACTOR:** Masterworks Mechanical

By:

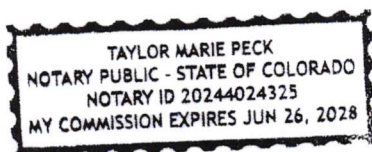
Vic Updike  
Vic Updike



STATE OF COLORADO       )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 11 day of September, 2025.

MY COMMISSION EXPIRES: June 26, 2025



Taylor Marie Peck  
Notary Public



Masterworks Mechanical Inc  
PO Box 1094  
Craig, CO 81626

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

Ship to  
**Moffat County Safety Cent**  
800 W 1st Street  
Craig, CO 81625

**Quote #: q2353**

Quote Date: 9/4/2025

Quote Expiration Date: 10/4/2025

Item	Description	Quantity	Price	Amount
Quote HVAC	Quote is for the controls upgrade to the new RTU's to be installed. Labor and Materials are included in this quote.  50% down is not required.	1	\$17,000.00	\$17,000.00

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: \$17,000.00

Tax: \$0.00

Total: \$17,000.00

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

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.

## VEHICLE LEASE AGREEMENT

**THIS AGREEMENT**, by and between Moffat County, a body politic, ("County"), 1198 West Victory Way, Suite 104, Craig, CO 81625 and the Mark Anthony Evans - Lawton American Legion Post #62, a Colorado Non-Profit Corporation, ("American Legion"), P.O. Box 387, Craig, CO 81626, is entered this 17 day of September, 2025.

### RECITALS

1. County has the legal authority to enter into this agreement, pursuant to C.R.S. § 30-11-101(l)(c) and C.R.S. § 30-11-107(l)(e).
2. County has a Veterans' Services Officer on its staff to assist Veterans of the United States military service who reside in Moffat County, Colorado. County has historically provided transportation and other services to Veterans who reside in Moffat County, Colorado.
3. The Mark Anthony Evans - Lawton American Legion Post #62 acquired a **2025 Chrysler Pacifica Select AWD VIN: 2C4RC3BGXSR581137** through grant funding, to be used for the purpose of assisting Veterans who reside in Moffat County, Colorado. American Legion desires to lease said vehicle to County for use in providing assistance to Veterans of Moffat County, Colorado.
4. The parties wish to formalize their agreements with respect to the use of the **2025 Chrysler Pacifica Select AWD VIN: 2C4RC3BGXSR581137** for the benefit of the Veterans of Moffat County, Colorado.

**WITNESSETH THAT**, for and in consideration of the promises and agreements made by the parties hereto, the parties agree as follows:

1. American Legion hereby leases to County the following described vehicle for the exclusive use of County in the provision of services to Veterans of the United States military service who reside in Moffat County, Colorado: **2025 Chrysler Pacifica Select AWD VIN: 2C4RC3BGXSR581137**.
2. County shall use said vehicle in a careful and proper manner and shall allow only qualified persons to operate said vehicle. County shall comply with all applicable state and federal laws and regulations and shall be responsible for maintaining said vehicle in good repair and condition. County shall be responsible for licensing the vehicle during the term of this Agreement.
3. County hereby assumes all risks of loss and damage to said vehicle from all causes. County shall provide insurance coverage for said vehicle under its standard fleet policy and shall provide insurance coverage in the following amounts:

Liability:	\$2,000,000.00
Medical Payments:	\$ 5,000.00
Uninsured Motorist:	\$1,000,000.00
Collision/Comprehensive:	\$ 1,000.00 (deductible)

American Legion, through this Lease Agreement, expressly grants and confers to County an insurable interest in said vehicle. In the event of damage to said vehicle, County shall repair the damage and shall be entitled to receive the proceeds of insurance from any claims for such damage to said vehicle. In the event that said vehicle is damaged to the extent that it cannot be repaired, County shall pay to American Legion the proceeds of insurance from any claims for such damage to said vehicle.

4. American Legion has not made and does not make any representations, warranties or covenants express or implied, with respect to the condition of said vehicle. It is understood that American Legion shall not be responsible for any injury or damage caused by said vehicle, once delivered to County.
5. County may not sublease or assign its interest in said vehicle during the term of this lease.
6. The initial term of this Agreement shall be from the date of execution of this Agreement by the last party through December 31, 2025. This Agreement shall be automatically renewed for additional one (1) year terms, commencing on January 1<sup>st</sup> of each calendar year thereafter, provided, however, that any obligations of the County under this Agreement that extend beyond December 31, 2026, shall be subject to funds being budgeted and appropriated in the 2026 and each subsequent year. If funding for the operation and maintenance of said vehicle is not appropriated in the budget of any calendar year, County may terminate this Agreement at the end of the previous calendar year upon providing thirty days (30) written notice of American Legion. Either party may terminate this Agreement for any reason and at any time upon providing ninety (90) days written notice of intent to terminate to the other party. At the termination of this Agreement, County shall deliver the vehicle to American Legion in good working condition, except ordinary wear and tear.
7. American Legion may terminate this Agreement for cause upon any default of the terms and conditions of this Agreement, including but not limited the failure to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by the County, where such failure shall continue for a period of thirty (30) days after written notice thereof by American Legion to County.
8. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by United States mail, to the party to be notified at the addresses set forth above.
9. If either party is required to bring or maintain any action or otherwise refers this Agreement to an attorney for the enforcement of any of the covenants, terms or conditions of this Agreement, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other all of the costs incurred by the prevailing party, including reasonable attorneys' fees.
10. 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 thereof.
11. This agreement shall be binding upon the successors and assigns of the parties hereto.



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 17<sup>th</sup> day of September, 2025.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

MARK ANTHONY EVANS-LAWTON  
AMERICAN LEGION POST #62

Melody Villard  
Melody Villard, Chair

Ed Wilkinson  
Ed Wilkinson, Commander

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF MOFFAT     )

The above and foregoing Agreement was duly acknowledged before me this 17<sup>th</sup> day of September, 2025, by Melody Villard, as Chair, Moffat County Board of County Commissioners, for Moffat County, a Body Politic.

**SHAUANA LEE MERRILL**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20014012384**  
**MY COMMISSION EXPIRES APRIL 20, 2029**  
WITNESS my hand and official seal.

Shauana Lee Merrill  
Notary Public

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF MOFFAT     )

The above and foregoing Agreement was duly acknowledged before me this 17<sup>th</sup> day of September, 2025, by Edward A. Wilkinson, as Commander, Mark Anthony Evans-Lawton American Legion Post #62.

WITNESS my hand and official seal.

**SHAUANA LEE MERRILL**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20014012384**  
**MY COMMISSION EXPIRES APRIL 20, 2029**

Shauana Lee Merrill  
Notary Public

## PURCHASE AGREEMENT

THIS IS A LEGAL CONTRACT. READ ALL TERMS AND CONDITIONS.

SELLER:

VICTORY MOTORS OF CRAIG, INC.  
2705 WEST HOT STREET  
CRAIG, CO 81625

BUYER / CO-BUYER:

AMERICAN Legion post 62/Moffat County  
PO BOX 387  
CRAIG, COLORADO 81626

Salesperson:

Tony Mancoti's

Phone:

970-824-0384 James Baum Row

Vehicle Year / Make / Model:

2025 Chrysler Pacifica Select  
Trade-in #1 2015 Dodge Grand Caravan

VIN:

2C4RC3BGXSR581137  
2C4R1JGCG1FR635109

Mileage:

Color:

Blue Pearl

Stock #:

Trade-in #2:

Payoff to:

Allowance

Payoff

Allowance

Payoff

## TERMS AND CONDITIONS

1. THE BUYER'S GUIDE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.

2. SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL USED VEHICLES ARE SOLD "AS IS" WITH ALL FAULTS, EXCEPT AS OTHERWISE STATED IN WRITING.

3. SELLER DOES NOT GUARANTEE FINANCING. If the initial financing or lease is not approved, Buyer hereby grants Seller permission to negotiate with finance companies for a variation in terms. If Buyer accepts new financing or lease, Buyer shall execute new contracts. If Buyer does not accept new financing, Buyer can pay for the vehicle in full or immediately return the vehicle to Seller subject to use charges and reimbursement for any damage to the vehicle. If Buyer does not pay for the vehicle in full or agree to new financing, Seller can cancel this sale. If Buyer does not immediately return the vehicle to Seller then Seller may repossess the vehicle without notice and Buyer shall be responsible for repossession charges. Buyer authorizes Seller to apply any Down Payment to any amount owed to Seller for use charges, damage to the vehicle, or repossession charges.

4. Arbitration: Any dispute related to this transaction shall be resolved in a Colorado small claims court subject to that court's jurisdiction, unless such action is transferred, removed, or appealed to a different court. Any disputes involving a lawsuit in process of the jurisdiction of the small claims court shall be fully and finally resolved by binding arbitration, at either party's election. Binding arbitration shall be before a single arbitrator in the county where Seller is located.

The single arbitrator shall be appointed by:

or in accordance with legal principles and its Binding Arbitration Rules. Buyer shall pay the initial arbitration costs up to \$200.00, and thereafter Seller shall pay any remaining arbitration costs. Buyer and Seller shall be responsible for their own costs and expenses associated with the arbitration, including attorneys' fees and expert fees, if any. BUYER UNCONDITIONALLY WAIVES THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE AS A MEMBER OR REPRESENTATIVE OF ANY CLASS IN ANY CLASS ACTION OR CLASS ARBITRATION. The arbitration shall be governed by the Federal Arbitration Act and, to the extent not inconsistent therewith, the Colorado Uniform Arbitration Act. If any part of this provision is found void or unenforceable, the remaining provisions shall remain in full force and effect. This arbitration provision shall not apply to repossession or deficiency claims.

The Buyer agrees to purchase the vehicle from the Seller under the terms and conditions in this Contract. BUYER HAS READ AND AGREES TO ALL THE PROVISIONS ON ALL PAGES OF THIS CONTRACT. THIS CONTRACT IS NOT BINDING UNTIL ACCEPTED BY SELLER. Buyer, by signing this Contract, acknowledges that he or she has read all terms and conditions and has received a copy of this Contract. BUYER CERTIFIES he or she is 18 years of age or older.

Melody Ballard for MC Bocc  
Buyer Date 11 Sep 25

Accepted by Authorized Dealer Representative  
Date 9-9-25

Co-Buyer:

Date:

No. 606, Rev. 10-14, ROCKY MOUNTAIN PURCHASE AGREEMENT

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SEE NEXT PAGE FOR ADDITIONAL TERMS AND CONDITIONS

## ADDITIONAL TERMS AND CONDITIONS

5. **THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE AND BUYER STATES THAT HE OR SHE HAS IN EFFECT AN AUTOMOTIVE LIABILITY POLICY AS DEFINED IN C.R.S. § 42-7-103(2).**
6. **Definitions.** As used in this Purchase Agreement (Contract), "Seller" means the licensed dealer signing this Contract, who becomes a party by accepting it. Buyer" means the party or parties signing this Contract at delivery. "Buyer's Dealer" means the Seller. "Manufacturer" means the company that manufactured the vehicle. Buyer understands Seller is not the agent or Mandatary of the Manufacturer and that Seller and Manufacturer are the sole parties to this Contract, and any reference to Manufacturer is solely for the purpose of describing certain commercial relationships between Seller and Manufacturer.
7. **Warranty/Vehicle Condition.** The only warranty provided in this Contract is the written new vehicle warranty provided by the Manufacturer, if any. If this Contract involves the sale of a used vehicle, that vehicle is sold "AS IS" with no representation or any warranty, express or implied, except as stated in writing. Seller is not liable for Manufacturer's warranties. Buyer is entitled to a independent mechanic inspection prior to purchase. Any written disclaimer of previous damages is hereby incorporated into this Contract. Seller assumes no responsibility for third party work or parts.
8. **Buyer's Damages.** In the event of any delay in the transaction, Buyer's damages shall be limited to return of the Selling Price paid under this Contract. Buyer hereby waives, and shall not be entitled to recover, from Seller any consequential damages, punitive damages, damages to property, damages for loss of use, loss of time, loss of profits, loss of income, or any other incidental damages. Seller is not liable for any delay in the delivery of the vehicle. Seller will not furnish, nor be liable for, replacement transportation during a breakdown or repair period.
9. **Liquidated Damages.** Upon the failure or refusal of Buyer to accept the vehicle described in this Contract in accordance with its terms and provisions, except as otherwise provided, Seller is entitled to LIQUIDATED DAMAGES in an amount not to exceed 10% of the Selling Price. Buyer and Seller, heretofore agree that Seller's damages, in the event Buyer defaults, are difficult to determine and that the liquidated damages are a reasonable approximation of Seller's damages.
10. **Manufacturer Changes.** Manufacturer has the right to change the price, technology, Seller and/or the design of new model vehicles purchased without notice. In the event the design or price to Seller of any motor vehicle is changed by Manufacturer prior to delivery of the new motor vehicle, approved by Buyer, Seller reserves the right to change the price of the motor vehicle to Buyer accordingly. If the price is increased, Buyer may cancel this Contract prior to delivery of the motor vehicle to the Buyer. Seller is not liable for any design changes.
11. **Trade-In Reappraisal.** If Buyer's Trade-In vehicle is not delivered to Seller before delivery to Buyer of the motor vehicle being purchased, the Trade-In motor vehicle shall be reappraised at that time. The reappraised value shall determine the allowance made for that Trade-In. If the re-appraised value is lower than the original allowance shown above, Buyer may cancel this Contract provided, however, that the right to cancel is exercised prior to delivery of the motor vehicle to Buyer and surrender of the Trade-In vehicle to Seller.
12. **Trade-In Title and Payoff.** Buyer warrants that Buyer's Trade-In vehicle is Buyer's property, free of all liens and encumbrances except as stated in the exhibit. In the event Buyer is unable to deliver title to Seller except as provided in this contract, Buyer agrees to either repurchase the vehicle to provide a good title to Seller or pay the difference between the payoff of the vehicle and the payoff of the vehicle. If the payoff of the vehicle is higher than the payoff of the vehicle, Buyer shall reimburse Seller for the difference within 48 hours of notice. Buyer understands that Seller will not pay off the balance due on the Trade-In at the same time the contract is executed and that the payoff of the vehicle will be delayed. Buyer understands and agrees that Buyer will be legally liable for any and all charges or amounts due on the Trade-In by Buyer and/or any other creditor of this Contract.
13. **Trade-In Condition.** Seller is relying on Buyer's representation in accepting the Trade-In. Unless otherwise disclosed in writing, Buyer represents and warrants that:
  - a. The Trade-In motor vehicle is not salvaged or a "lemon" vehicle, wrecked, totaled, damaged by flood, fire, collision, accident, reconstructed, or reconstructed as defined by Colorado law or the laws of any state in which the vehicle was used, titled, registered, rented, or leased.
  - b. The emissions system has not been altered and that any airbag has not been used or altered.
  - c. The Trade-In is not subject to any other material defect.
  - d. The odometer statement submitted for any Trade-In vehicle is true and accurate.
14. **Taxes.** The Balance Due for the Purchased vehicle includes the tax and title fees based on Buyer's representations. Buyer shall pay any additional tax imposed by law applicable to the transaction covered by this Contract regardless of which authority has primary tax liability.
15. **Security Interest.** Buyer grants to Seller and Seller retains security interest in the Purchased vehicle purchased under this Contract and any Trade-In vehicle sold to Seller by Buyer until such time as the entire purchase price is paid.
16. **Additional Documents.** Buyer agrees that at any time any other agreements must be executed or are required by law. Buyer shall promptly execute these documents at Seller's request.
17. **ORAL PROMISES ARE NOT ENFORCEABLE.** Any promises or conditions that are not specified in writing are expressly waived by the Buyer.
18. **Assignment.** This Contract is not assignable or transferable by Buyer without the written consent of Seller. No change in the terms or conditions of this Contract after execution by Buyer can be made without the written consent of Seller.
19. **Attorneys' Fees and Collection Costs.** If either party initiates legal action or arbitration and Seller prevails in that proceeding, then Buyer shall reimburse Seller for all legal expenses that Seller incurs including, but not limited to, attorneys' fees and costs.
20. **Miscellaneous.** This Contract and the other documents executed in conjunction with the sale constitute the entire agreement between the parties, and any other prior agreements or representations are merged and integrated into this Contract. Any modification of this Contract must be written. Buyer agrees that this vehicle is not purchased for export. Buyer acknowledges that Seller is a Colorado licensed dealer and that this transaction occurred in the State of Colorado. Delivery of this and the vehicle occurred in Colorado, and Buyer assumes the risk of loss in transit. Colorado law and government regulations apply to this Contract. All disputes arising from this transaction shall be resolved in Colorado. In the event any portion of this Contract is found to be unenforceable, the remaining provisions shall continue in full force and effect.





2025

## PACIFICA SELECT AWD

For more information visit [www.chrysler.com](http://www.chrysler.com)  
or call 1-800-CHRYSLER

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: \$45,445

**CHRYSLER PACIFICA SELECT**  
Exterior Color: 1600mm Blue Pearl-Coat Exterior Paint  
Interior Color: Black / Black / Black Interior Colors  
Interior: Leatherette Bucket Seats  
Engine: 3.6L V6 24V VVT Engine with Stop/Start  
Transmission: 9-Speed Automatic Transmission**STANDARD EQUIPMENT** (VALUES REPLACED BY OPTIONAL EQUIPMENT)  
FUNCTIONAL/SAFETY FEATURESAdaptive Cruise Control with Stop and Go  
Blind-Spot and Rear Cross-Path Detection  
Lane Departure Warning Plus  
Full-Speed Forward Collision Warning Plus  
Advanced Emergency Braking  
Advanced Driver-Assist  
ParkView® Rear Backup Camera  
ProDrive® Power Park Assist with Stop  
AWD SuspensionRain-Sensitive Windshield Wipers  
Advanced Multistage Front Air Bags  
Driver Inflatable Knee-Bolster Air Bag  
Passenger Inflatable Knee-Bolster Air Bag  
Supplemental Side-Curtain Air Bags  
Supplemental Inert Gas-Mounted Side Air Bags  
LATCH Ready Child-Seat Anchor System  
Seat-belt shoulder pretensioners  
Security Key® Theft Deterrent System  
Theft-deterrent Power Windows for All Doors  
Push-Button Start  
Remote Start System**INTERIOR FEATURES**  
Over 1000 Power Windows, Door Locks with Keyless-Go  
8-Way Power Adjustable Driver's Seat  
Heated Steering Wheel  
Heated Front SeatsDriver's Seat Memory  
Power Windows with Command Storage  
260-Rule-in Power Storage Box  
AWD with 3-Zone Automatic Temperature Control  
Uconnect® 5 with 10.1-inch Touch Screen Display  
SiriusXM® with 3-Month Radio Gal Gal 800-647-2112  
Apple CarPlay®  
Google Android Auto™4G LTE Wi-Fi Hot Spot  
Universal Garage Door Opener  
Handsfree Phone and Audio  
Automatic Climate Control with Micro  
Power Front and Rear Windows with 1-Touch Up/Down  
Chrysler Connected Drive and Sensing at 100**EXTERIOR FEATURES**18 Inch x 7.5 Inch Painted Aluminum Wheels  
245/45R18 BSW AS-Seasonal Self-Deflating Tire  
Full-function LED Projector Headlamps  
LED Front Fog Lamps  
Automatic Headlamps  
LED Tail Lamps  
Power 1.8-gate  
Power Locking Doors**OPTIONAL EQUIPMENT** May Require a Security Deposit  
Pattern Blue Pearl-Coat Exterior Paint \$400  
Customer Preferred Package 27L

Destination Charge \$1,995

**TOTAL PRICE: \$47,935****WARRANTY COVERAGE**  
3-year or 50,000-mile 3-year/50,000-mile Limited Warranty  
3-year or 50,000-mile Powertrain Limited Warranty  
Ask Dealer for a copy of the limited warranties or  
see your nearest retailer for details**5 YEAR/60,000 MILE  
POWERTRAIN WARRANTY**Assembly, Function of Key: WINDSOR, CANADA  
VIN: 2C4R1B35GXR361137 11/16/2025 7368THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.  
EXTERIOR COLOR: 1600mm Blue Pearl-Coat Exterior Paint  
INTERIOR COLOR: Black / Black / Black Interior Colors  
ENGINE: 3.6L V6 24V VVT Engine with Stop/Start  
TRANSMISSION: 9-Speed Automatic Transmission**EPA DOT Fuel Economy and Environment**

Gasoline Vehicle

**Fuel Economy** This is an estimate. Actual fuel economy may vary. EPA estimates beginning with 2017 models.  
**20** MPG  
combined city/hwy  
17 city  
25 highway  
5.0 gallons per 100 miles  
Mileage range to city: 20 to 48 MPG  
The best vehicle rates 140 MPG**You spend  
\$3,500  
in fuel costs  
over 5 years**  
compared to the  
average new vehicle.**Annual fuel cost  
\$2,600****Fuel Economy & Greenhouse Gas Rating** (EPA only)This package emits 450 grams CO2 per mile. The best emits 0 grams per mile (Regenerative braking and electric drive only).  
1 4 10 100  
1 10 100  
EPA**Smog Rating** (EPA only)1 4 10 100  
EPA

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. This estimate may indicate rates up to 20 MPG and cost \$2,600 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.50 per gallon. MPGe is miles per gallon gasoline equivalent. Vehicle emissions are a significant driver of climate change and smog.

**fuel economy.gov**

Calculate personalized estimates and compare vehicles

**GOVERNMENT 5-STAR SAFETY RATINGS****Overall Vehicle Score** ★★★★★Based on the combined ratings of front, side and rear.  
(Should CRV be compared to other vehicles of similar size and weight)**Frontal Crash** ★★★★★

Driver Passenger ★★★★★

Based on the risk of injury in a frontal impact.  
Should CRV be compared to other vehicles of similar size and weight.**Side Crash** ★★★★★

Front seat Rear seat ★★★★★

Based on the risk of injury in a side impact.

**Rollover** ★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (5 stars is the highest).  
Source: National Highway Traffic Safety Administration (NHTSA)  
[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicle's equipment with certain features and options. The performance of this vehicle may differ.

**PARTS CONTENT INFORMATION****FOR VEHICLES IN THIS CLASS:**  
U.S./CANADIAN PARTS CONTENT: 60%  
MAJOR SOURCES OF FOREIGN PARTS CONTENT:MEXICO: 21%  
NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION OR OTHER NON-PARTS COSTS.  
FOR THIS VEHICLE:  
FINAL ASSEMBLY POINT:  
WINDSOR, ONTARIO, CANADA  
COUNTRY OF ORIGIN:  
ENGINE: MEXICO  
TRANSMISSION: UNITED STATES

See Us at Chicago Vehicle Protection for your vehicle. We built it. We built it. We built it.



**FORM 5-25 • STATE OF COLORADO  
UNIFORM COMMERCIAL CODE SECURITY AGREEMENT**

**Debtor:** Mark Anthony Evans-Lawton American Legion Post # 62  
Mailing: P.O. Box 387; Craig, CO 81626  
Physical: 43 W. Victory Way, Craig, CO 81625

**Secured Party:** Moffat County, a body politic and corporate  
by and through the Moffat County Board of County Commissioners  
1198 W. Victory Way, Ste. 104  
Craig, CO 81625

Debtor, for consideration, hereby grants to Secured Party a security interest in the following property and any and all additions, accessions and substitutions thereto or therefor (hereinafter called the "COLLATERAL"): motor vehicle now owned or hereafter acquired, located on or used in connection with the Veteran Service Office described as **2025 Chrysler Pacifica Select AWD VIN: 2C4RC3BGXSR581137**, in the County of Moffat, State of Colorado.

To secure payment of the indebtedness evidenced by that certain promissory note of even date herewith, payable to the Secured Party, or order, executed by Debtor, in the original principal sum of **Forty-Four Thousand Eight Hundred Eighty-Six Dollars and Zero Cents (\$44,886.00)**, payable as more fully set forth in said promissory note.

**DEBTOR EXPRESSLY WARRANTS AND COVENANTS THAT:**

1. Except for the security interest granted hereby Debtor is, or to the extent that this agreement states that the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral free from any adverse lien, security interest or encumbrances; and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

2. The Collateral is used or bought primarily for use in business.

3. The Collateral will be kept in the Possession of Moffat County Veteran Services.

4. Debtor will promptly notify Secured Party of any change in the location of the Collateral.

5. Debtor will pay all taxes and assessments of every nature which may be levied or assessed against the Collateral.

6. Debtor will not permit or allow any adverse lien, security interest or encumbrance whatsoever upon the Collateral and not to permit the same to be attached or replevined.

7. The Collateral is in good condition, and Debtor will, at Debtor's own expense, keep the same in good condition and from time to time, forthwith, replace and repair all such parts of the Collateral as may be broken, worn out, or damaged without allowing any lien to be created upon the

Collateral on account of such replacement or repairs, and Secured Party may examine and inspect the Collateral at any time, wherever located.

8. Debtor will not use the Collateral in violation of any applicable statutes, regulations or ordinances.

9. Debtor will abide by any applicable grant terms and its lease of the collateral to Moffat County.

10. Upon purchase of the Collateral, Secured Party shall have the immediate right to the possession of the Collateral.

DEBTOR SHALL BE IN DEFAULT under this agreement upon the happening of any of the following events or conditions:

(a) the failure to pay or perform any obligation, covenant or liability contained or referred to herein or in any note evidencing the same;

(b) the making or furnishing of any warranty, representation or statement to Secured Party by or on behalf of Debtor which proves to have been false in any material respect when made or furnished;

(c) loss, theft, damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon;

(d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws of, by or against Debtor or any guarantor or surety for Debtor.

UPON SUCH DEFAULT and at any time thereafter, or if Secured Party deems itself insecure, Secured Party may declare all Obligations secured hereby immediately due and payable and shall have the remedies of a secured party under Article 9 of the Colorado Uniform Commercial Code. Secured Party may require Debtor to assemble the Collateral and deliver or make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorney's fees and legal expenses. In the event of sale, five (5) days is considered reasonable notice.

No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. The taking of this security agreement shall not waive or impair any other security said Secured Party may have or hereafter acquire for the payment of the above indebtedness, nor shall the taking of any such additional security waive or impair this security agreement; but said Secured Party may resort to any security it may have in the order it may deem proper, and notwithstanding any collateral security, Secured Party shall retain its rights of set-off against Debtor.

All rights of Secured Party hereunder shall inure to the benefit of Secured Party's successors and assigns; and all promises and duties of Debtor shall bind Debtor's heirs, executors, administrators, successors and/or assigns. In the case of more than one Debtor, the liabilities of Debtor hereunder are joint and several.


Debtor specifically authorizes Secured Party to file one or more U.C.C. financing statements, renew the same as necessary, and take any other actions, all without Debtor's signature thereon, as Secured Party deems necessary to perfect Secured Party's interest in the Collateral.

This Security Agreement is made and delivered in and shall be governed by and interpreted in accordance with the laws of the State of Colorado.

Dated this 17 day of September, 2025.

**DEBTOR:**

Mark Anthony Evans-Lawton American  
Legion Post # 62

  
Edward A. Wilkinson, Post Commander

**SECURED PARTY:**

Moffat County Board of County  
Commissioners

  
Melody Villard, Chair

## PROMISSORY NOTE

1. **THE PARTIES.** This **Secured** Promissory Note ("Note") made on the 17<sup>th</sup> day of September, 2025, is by and between:

**Borrower:** **MARK ANTHONY EVANS-LAWTON AMERICAN LEGION POST # 62**, with a mailing address of P.O. Box 387, Craig, CO 81626, ("Borrower"), and

**Lender:** **MOFFAT COUNTY**, a body politic and corporate, by and through the Moffat County Board of County Commissioners, with a mailing and physical address of 1198 W. Victory Way, Ste. 104, Craig, CO 81625 ("Lender").

2. **LOAN TERMS.** The Lender agrees to lend the Borrower under the following terms:

- a. **Principal Amount:** \$44,886.00 (*amount to be repaid*)
- b. **Interest Rate:** ZERO [0] % compounded per: (*check one*)
  - ☐ - Month
  - ☐ - Annum
  - ☒ - Other: No Interest applied.
- c. **Borrower to Receive the Borrowed Money on:** Within a day of signing of Promissory Note & UCC Security Agreement;
- d. **Gift Amount:** \$4,473.00. The Lender agrees to donate this amount that does not have to be repaid to represent a **TOTAL AMOUNT PAID TO BORROWER OF \$49,359.00** (total purchase price of collateral).

hereinafter known as the "Borrowed Money."

3. **PAYMENTS.** The full balance of the Borrowed Money, including all accrued interest and any other fees or penalties, is due and payable in: (*check one*)

☒ - **A LUMP SUM.** The Borrower shall repay the Borrowed Money as a lump sum, in full, in the amount of \$44,886.00 (principal and interest) by December 31, 2025 ("Due Date").

☐ - **INSTALLMENTS.** Borrower shall pay principal and interest installment amounts equal to \$ \_\_\_\_\_ [AMOUNT] with the first (1<sup>st</sup>) payment due on \_\_\_\_\_ [DATE] and the remaining payments to be paid: (*check one*)

- ☐ - **Weekly** with any remaining balance payable on \_\_\_\_\_ [DATE] ("Due Date").
- ☐ - **Monthly** with any remaining balance payable on \_\_\_\_\_ [DATE] ("Due Date").
- ☐ - **Quarterly** with any remaining balance payable on \_\_\_\_\_ [DATE] ("Due Date").

Hereinafter known as the "Repayment Period."

4. **PAYMENT IS DUE.** Any payment made by the Borrower is considered late if made more than \_\_\_\_\_ [#] day(s) after any payment due date ("Payment Due Date"). This shall include, but not be limited to, any payment made related to the Repayment Period, the Due Date, or any other payment mentioned in this Note.



5. **LATE FEE.** If the Borrower makes a late payment for any Payment Due Date, there shall be: (*check one*)

☒ - **NO LATE FEE.**

☐ - **LATE FEE.** The Borrower shall pay a late fee of \$N/A [AMOUNT] for each: (*check one*)

☐ - **Occurrence** payment is late.

☐ - **Day** payment is late.

6. **SECURITY.** In the event of default by the Borrower, this Note shall be secured with the following property: **2025 Chrysler Pacifica Select AWD with VIN: 2C4RC3BGXSR581137** ("Security").

The Security shall transfer to the possession and ownership of the Lender immediately pursuant to Section 11 of this Note. The Security may not be sold or transferred without the Lender's consent until the Due Date. If Borrower breaches this provision, Lender may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law. The Lender shall have the sole option to accept the Security as full payment for the Borrowed Money without further liabilities or obligations. If the market value of the Security does not exceed the Borrowed Money, the Borrower shall remain liable for the balance due while accruing interest at the maximum rate allowed by law.

7. **CO-SIGNER.** (*check one*)

☒ - **NO CO-SIGNER.** This Note shall not have a Co-Signer.

☐ - **CO-SIGNER.** This Note shall have a Co-Signer known as n/a [CO-SIGNER'S NAME] ("Co-Signer") who agrees to the liabilities and obligations on behalf of the Borrower under the terms of this Note. If the Borrower does not make payment, the Co-Signer shall be personally responsible and is guaranteeing the payment of the principal, late fees, and all accrued interest under the terms of this Note.

8. **PREPAYMENT PENALTY.** The Borrower shall be charged: (*check one*)

☒ - **NO PRE-PAYMENT PENALTY.** The Borrower is eligible to pre-pay the Borrowed Money, at any time, with no pre-payment fee.

☐ - **A PRE-PAYMENT PENALTY.** If the Borrower pays any Borrowed Money to the Lender with the specific purpose of paying less interest, there shall be a pre-payment fee of: (*check one*)

☐ - \$ \_\_\_\_\_ [AMOUNT]

☐ - \_\_\_\_\_ [PERCENT]% of the pre-paid amount.

☐ - Other. [OTHER]

9. **INTEREST DUE IN THE EVENT OF DEFAULT.** In the event the Borrower fails to pay the Note in full on the Due Date, the unpaid principal shall accrue interest at the maximum rate allowed by law until the Borrower is no longer in default.

- 10. ALLOCATION OF PAYMENTS.** Payments shall be first (1<sup>st</sup>) credited to any late fees due, second (2<sup>nd</sup>) any to interest due, and any remainder will be credited to the principal.
- 11. ACCELERATION.** If the Borrower is in default under this Note or is in default under another provision of this Note, and such default is not cured within the minimum allotted time by law after written notice of such default, then Lender may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable. This includes any rights of possession in relation to the Security described in Section 6.
- 12. ATTORNEYS' FEES AND COSTS.** Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or to obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
- 13. WAIVER OF PRESENTMENTS.** Borrower waives presentment for payment, a notice of dishonor, protest, and notice of protest.
- 14. NON-WAIVER.** No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.
- 15. SEVERABILITY.** In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.
- 16. INTEGRATION.** There are no agreements, verbal or otherwise that modify or affect the terms of this Note. This Note may not be modified or amended except by a written agreement signed by Borrower and Lender.
- 17. CONFLICTING TERMS.** The terms of this Note shall control over any conflicting terms in any referenced agreement or document.
- 18. NOTICE.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed above.
- 19. EXECUTION.** The Borrower executes this Note as a principal and not as a surety. If there is a Co-Signer, the Borrower and Co-Signer shall be jointly and severally liable under this Note.
- 20. GOVERNING LAW.** This Note shall be governed under the laws in the State of Colorado.
- 21. ENTIRE AGREEMENT.** This Note contains all the terms agreed to by the parties relating to its subject matter, including any attachments or addendums. This Note replaces all previous discussions,

understandings, and oral agreements. The Borrower and Lender agree to the terms and conditions and shall be bound until the Borrower repays the Borrowed Money in full.

- 22. 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 thereof.

**LENDER:**

MOFFAT COUNTY BOARD OF COUNTY  
COMMISSIONERS

Melody Villard  
Melody Villard, Chair

Date: 17 Sep 25

Notice Address:

1198 W. Victory Way, Ste. 104  
Craig, CO 81625

**BORROWER:**

MARK ANTHONY EVANS-LAWTON AMERICAN  
LEGION POST # 62

Edward A. Wilkinson  
Edward A. Wilkinson, Commander

Date: 17 SEP 2025

Notice Address:

PO Box 387  
Craig, CO 81626



### **PRICING SUPPLEMENT**

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the then-current Subscriber ("Subscriber"). The Subscriber agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time, but in such instance Subscriber shall not be responsible for any ETF.
2. **Fees and Charges.** Subscriber agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
3. **Early Termination Fee.** Notwithstanding anything to the contrary in this Supplement, Subscriber may terminate this Supplement prior to the end of the Supplement Term by giving TRADS written notice. Upon receipt of such notice, TRADS is entitled to and Subscriber agrees to pay an early termination fee ("ETF") as liquidated damages equal to the average total monthly fees due hereunder within a billing period multiplied by the number of months remaining in the Supplement Term. The ETF also applies if TRADS terminates the Agreement and/or this Supplement due to Subscriber's breach, including but not limited to a breach of payment obligations. TRADS is also entitled to the cost of collection for the ETF including attorneys' fees. The parties agree that (a) at the time of the execution of this Supplement it is and would be difficult to determine the damages that would be caused if Subscriber breached its obligations, especially where multi-level or tiered pricing is tied to actual use; (b) the ETF is a reasonable estimate of the actual damages that TRADS would incur if the payment obligation was breached; and (c) the ETF is fair and reasonable and is not intended as a penalty.
4. **Miscellaneous.** This Supplement contains the final written agreement and understanding of the parties with respect to the TRADS Services identified herein and shall supersede and replace any and all prior pricing supplements, agreements or understandings with respect to such TRADS Services. Except as provided in this Supplement, all other terms of the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings given to them in the Agreement.

[Remainder of page intentionally left blank. Signature page follow on the attached Pricing Sheet]





**PRICING SHEET to Pricing Supplement**

<p><b>"Subscriber":</b> <u>Moffat County.</u></p> <p><b>Subscriber ID:</b> <u>6731822.</u></p> <p><b>TRADS Services:</b> TLOxp® Online – Non-Batch Flat Rate – Monthly.</p> <p><b>Effective Date:</b> <u>10/01/2025</u></p> <p><b>Supplement Term:</b> <u>12</u> month(s) without auto renewal.</p>	<p><b>"Monthly Fee":</b> <u>USD 160.00</u></p> <p><b>"Number of Monthly Transactions":</b> <u>200</u></p> <p>The Monthly Fee includes the Number of Monthly Transactions, subject to the Excluded Items and Overage Transaction pricing. Should Subscriber not submit the Number of Monthly Transactions, Subscriber shall not receive a refund of the Monthly Fee(s) paid. Unused Number of Monthly Transactions do not rollover into a subsequent month.</p>																										
<p><b>INCLUDED SEARCHES AND REPORTS:</b></p> <p>The Monthly Fee includes <u>all</u> searches and reports currently offered through the TRADS Services as of the Effective Date, with the exception of the searches and reports listed below ("Excluded Items"), <u>unless</u> checked, in which case, the checked items are included in the Monthly Fee.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30px; text-align: center;"> </td><td>TruLookup Social Media Comprehensive Report</td></tr> <tr><td style="text-align: center;">X</td><td>TruLookup Super Reverse Phone Lookup</td></tr> <tr><td style="text-align: center;">X</td><td>TruLookup Relationship Mapping</td></tr> <tr><td style="text-align: center;">X</td><td>TruLookup Contact Trace Report</td></tr> <tr><td style="text-align: center;"> </td><td>TruLookup Real-Time Incarcerations &amp; Arrests Search</td></tr> <tr><td style="text-align: center;"> </td><td>TruLookup Household Search</td></tr> <tr><td style="text-align: center;"> </td><td>TruLookup Motor Vehicle Report</td></tr> </table> </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30px; text-align: center;">X</td><td>TruLookup Comprehensive Report – Person</td></tr> <tr><td style="text-align: center;">X</td><td>TruLookup Comprehensive Report – Business</td></tr> <tr><td style="text-align: center;">X</td><td>TruLookup Address Report</td></tr> <tr><td style="text-align: center;">X</td><td>TruLookup Locate with Assets Report</td></tr> <tr><td style="text-align: center;">X</td><td>TruLookup Phone Report</td></tr> </table> <p>_____ TruLookup Predictive Attributes Suite</p> </td> </tr> </table>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30px; text-align: center;"> </td><td>TruLookup Social Media Comprehensive Report</td></tr> <tr><td style="text-align: center;">X</td><td>TruLookup Super Reverse Phone Lookup</td></tr> <tr><td style="text-align: center;">X</td><td>TruLookup Relationship Mapping</td></tr> <tr><td style="text-align: center;">X</td><td>TruLookup Contact Trace Report</td></tr> <tr><td style="text-align: center;"> </td><td>TruLookup Real-Time Incarcerations &amp; Arrests Search</td></tr> <tr><td style="text-align: center;"> </td><td>TruLookup Household Search</td></tr> <tr><td style="text-align: center;"> </td><td>TruLookup Motor Vehicle Report</td></tr> </table>		TruLookup Social Media Comprehensive Report	X	TruLookup Super Reverse Phone Lookup	X	TruLookup Relationship Mapping	X	TruLookup Contact Trace Report		TruLookup Real-Time Incarcerations & Arrests Search		TruLookup Household Search		TruLookup Motor Vehicle Report	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30px; text-align: center;">X</td><td>TruLookup Comprehensive Report – Person</td></tr> <tr><td style="text-align: center;">X</td><td>TruLookup Comprehensive Report – Business</td></tr> <tr><td style="text-align: center;">X</td><td>TruLookup Address Report</td></tr> <tr><td style="text-align: center;">X</td><td>TruLookup Locate with Assets Report</td></tr> <tr><td style="text-align: center;">X</td><td>TruLookup Phone Report</td></tr> </table> <p>_____ TruLookup Predictive Attributes Suite</p>	X	TruLookup Comprehensive Report – Person	X	TruLookup Comprehensive Report – Business	X	TruLookup Address Report	X	TruLookup Locate with Assets Report	X	TruLookup Phone Report
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<p>The Excluded Items are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Subscriber's data access rights. The fees and charges for Excluded Items are in addition to the Monthly Fee. TRADS reserves the right to exclude (as Excluded Items) future released searches and/or reports from the Monthly Fee.</p>																											
<p><b>TRANSACTIONAL OVERAGE PRICING:</b></p> <p>Transactions exceeding the Number of Monthly Transactions are subject to overage pricing ("Transactional Overage Pricing") at TRADS' then-current fees and charges on a per Transaction basis, except as specified otherwise below, and subject to Subscriber's data access rights. Transactional Overage Pricing is in addition to the Monthly Fee.</p>																											
<p>"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or a report).</p>																											



Subscriber acknowledges and agrees that Subscriber's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Acknowledged and agreed to by:

**Moffat County** ("Subscriber")

Signed by:  
By:   
EA60444408F64FB...

Representative

melody villard

Full Name

Moffat County Commissioner - Chairman

Title

9/17/2025

Date Signed



STATE OF COLORADO  
STATE BOARD OF LAND COMMISSIONERS

**Solid Mineral Lease No. 102443 (Limestone Pit No. 10)**

**Lease Term Extension Rider ("Extension Rider")**

Effective **September 1, 2025** ("Effective Date"), the Colorado State Board of Land Commissioners ("Board") approves the extension of State Lease No. SM-102443 ("Lease") with **MOFFAT COUNTY ROAD & BRIDGE DEPT** ("Lessee") for a 10-year term. The term of this Lease will expire on **September 1, 2035**.

Anniversary date: September 1st

Annual Rental at \$5.00 per acre for a total of \$450.00 per annum

Bonus Payment at \$0.00 per acre for a total of \$0.00 per annum

It is further understood the royalty rate will increase to \$1.00 per ton (2000 lbs), or \$1.16 per cubic yard.

This Extension Rider is incorporated by reference into the Lease, and except to the extent specifically modified hereby, all other terms and conditions of the Lease shall remain in full force and effect through the end of the Lease term.

The parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Lease.

Persons signing for Lessee hereby swear and affirm that they are authorized to act on behalf of the Lessee, and acknowledge that the Board is relying on their representations to that effect.

The Board and the Lessee, by their signatures below, agree to the extension of this Lease as specified in this Extension Rider:

Signed by:  
  
Lessee: AB9A93A9E94D4BF  
Signature


Melody Villard

Printed Name

as Moffat County Commissioner, Chairman  
Position

of MOFFAT COUNTY ROAD & BRIDGE DEPT  
Entity

STATE OF COLORADO ACTING BY AND THROUGH THE  
STATE BOARD OF LAND COMMISSIONERS

DocuSigned by:  
  
09B06A61D79D48B...

Benjamin Teschner, Solid Minerals Manager

(Seal)

Approval Date: 9/17/2025





STATE OF COLORADO  
STATE BOARD OF LAND COMMISSIONERS

**Solid Mineral Lease No. 102441 (Sunbeam Pit #1)**

**Lease Term Extension Rider ("Extension Rider")**

Effective **October 3, 2025** ("Effective Date"), the Colorado State Board of Land Commissioners ("Board") approves the extension of State Lease No. SM-102441 ("Lease") with **MOFFAT COUNTY ROAD & BRIDGE DEPT** ("Lessee") for a 10-year term. The term of this Lease will expire on **October 3, 2035**.

Anniversary date: October 3rd

Annual Rental at \$5.00 per acre for a total of \$398.90 per annum

Bonus Payment at \$0.00 per acre for a total of \$0.00 per annum

It is further understood the royalty rate will increase to \$1.00 per ton (2000 lbs), or \$1.16 per cubic yard.

This Extension Rider is incorporated by reference into the Lease, and except to the extent specifically modified hereby, all other terms and conditions of the Lease shall remain in full force and effect through the end of the Lease term.

The parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Lease.

Persons signing for Lessee hereby swear and affirm that they are authorized to act on behalf of the Lessee, and acknowledge that the Board is relying on their representations to that effect.

The Board and the Lessee, by their signatures below, agree to the extension of this Lease as specified in this Extension Rider:

Signed by:  
  
Lessee: AB9A93A9E94D4BF...  
Signature

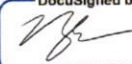
Melody Villard

Printed Name

as Moffat County Commissioner, Chairman  
Position

of MOFFAT COUNTY ROAD & BRIDGE DEPT  
Entity

STATE OF COLORADO ACTING BY AND THROUGH THE  
STATE BOARD OF LAND COMMISSIONERS

DocuSigned by:  
  
09BC6A51D79D48B...

Benjamin Teschner, Solid Minerals Manager

(Seal)

Approval Date: 9/17/2025





September, 23, 2025

Doug Vilsack, State Director  
Bureau of Land Management  
Denver Federal Center  
Building 40  
Lakewood, CO 80225

Director Vilsack,

The Moffat County Commissioners are increasingly concerned about the lack of progress BLM is making regarding transferring the Browns Park School into Moffat County's ownership. As you are aware, virtually nothing has progressed including a Federal Register Notice, for the last year. Moffat County begrudgingly paid over \$7K for a third-party appraisal of the School in December, 2024. We were told that BLM appraisals are generally good for 1 year, and since we are approaching that timeframe, we are particularly concerned that BLM's lack of movement will soon void the appraisal. Moffat County is NOT able to pay for a second appraisal should it expire.

Anything you can do to expediate the transfer of the School to the County within the next 2 months would be greatly appreciated. If there is anything Moffat County can do to assist BLM in the transfer we are interested in providing support.

Sincerely,

Melody Villard, Chair  
Moffat County Commissioner

Tony Bohrer, District 1  
Moffat County Commissioner

Donald Broom, District 3  
Moffat County Commissioner

Cc: Senator Bennett  
Senator Hickenlooper  
Representative Hurd  
Alan Bitner  
Kymm Gressett  
Browns Park Alumni Association



September 23, 2025

Routt County Commissioners  
522 Lincoln Avenue, Suite #30  
Steamboat Springs, CO 80487

Commissioner Redmond, Macys, and Salinas,

The Moffat County Commissioners are deeply concerned to learn of your opposition to an oil and gas development proposal in Moffat County. It is audacious of Routt County to oppose Petroleum Resource Management's (PRM) plans in Moffat County without any attempt to reach out to PRM nor Moffat County to express your concerns. We first learned of your opposition to a project in Moffat County, through the Energy and Carbon Management Commission (ECMC) public record. Petroleum Resource Management has been operating and openly communicating with Moffat County for 19 years. We welcome their tax revenues, employment, and community support. In addition, every landowner they work with in both Routt and Moffat County landowners have written support letters to the ECMC for the project you opposed.

While the ECMC did issue a violation to PRM two years ago during a time while they were switching permit agents, they immediately self-reported their violation and directly communicated with Moffat County that a mistake had been made. Between payment of their fine and mitigation efforts, they have demonstrated good faith within our community.

Routt County will not experience road impacts, ground disturbance, noise, or any substantive impact from PRM's proposal, yet your letter of opposition was cited by ECMC Commissioner Oeth as a reason for postponing PRM's permit application during their first hearing. While we have historically respected the decisions Routt County makes within its jurisdiction, your recent action makes us seriously consider how we should position ourselves in the future, regarding projects proposed in Routt County that we philosophically disagree with.

With Concern,

Melody Villard, Chair  
Moffat County Commissioner

Tony Bohrer, District 1  
Moffat County Commissioner

Donald Broom, District 3  
Moffat County Commissioner

Cc :Jay Harrington



The Honorable Jered Polis  
Governor of Colorado  
136 State Capital  
Denver Co 810203

Honorable James Coleman  
President, Colorado Senate  
200 E. Colfax Ave.  
Denver, CO 80203

Honorable Julie McCluskie  
Speaker, CO House of Representatives  
200 E. Colfax Ave.  
Denver, CO 80203

RE: Continuing Unfunded State Mandates

Dear Governor Polis, President Coleman, and Speaker McCluskie:

Moffat County Board of Commissioners in partnership with several counties across Colorado and from both sides of the political aisle express our shared concern: the increasing number of unfunded mandates imposed on all of our collective counties. These unfunded mandates, issued without the financial support required to implement them, place an unsustainable burden on local governments and the citizens we serve

Colorado Revised Statutes §29-1-304.5 clearly states that when the State increase the level of service required by law, it must also provide adequate funding. If it does not, such mandates are not binding-they are optional. As elected officials representing communities of diverse political perspectives, we are united in our commitment to uphold this statutory protection and exercise it with discretion.

Recent unfunded mandates include:

- SB23-166 and SB24-005: Wildfire Resiliency Code Board and Enforcement/ No Artificial Turf
- HB21-1286: Energy Benchmarking and Building Performance Standards

These specifically, and several others unfunded mandates require counties to implement policies, programs and procedures and add staff out of general fund dollars that are stretched significantly.

Moffat County urges the General Assembly to reconsider the volume, scope and cumulative impact of unfunded mandates. Additionally, we ask for an open dialogue on solutions, including funding mechanisms or revisions to the statutory frameworks requiring compliance.

Finally, Moffat County is instructing our respective staff to begin treating those unfunded mandates listed above, as optional pursuant to §C.R.S. 29-1-304.5(1).

September 22, 2025

Page 2

It is our sincere hope that this does not lead to unnecessary litigation, however, we are prepared to defend our exercise of statutory remedies if necessary.

Respectfully,

Melody Villard, Chair  
Moffat County Commissioner

Tony Bohrer, District 1  
Moffat County Commissioner

Donald Broom, District 3  
Moffat County Commissioner



**RESOLUTION 2025 -73**  
**AMENDING MOFFAT COUNTY PLANNING & ZONING REGULATIONS**

WHEREAS, the Moffat County Planning Department and Planning Commission have studied and recommend an amendment to the Moffat County Planning and Zoning Regulations, as follows:

**Section 410- "A" AGRICULTURE DISTRICT**

ADD #25 under section 410.3:

**SECTION 410.3 - CONDITIONAL USES**

The following uses may be permitted in the "A" District, subject to a Conditional Use Permit, as provided for in section 405.3:

1. Cemetery and crematorium.
2. Licensed child care facility for 5 or more children.
3. Fur farm, veterinarian office and hospital, and boarding kennel.
4. Garage for the storage, maintenance and repair of public vehicles. Such vehicles must be for the exclusive use of a municipality, county, state, or federal government, or a subdivision thereof.
5. Medium security correctional facility. (Amended 2/29/84)
6. Bed & Breakfast Inn, in accordance with the conditions and provisions of Section 485.9.
7. Golf Course, country club, riding club or gun club.
8. Home Occupation. (Amended 7/30/93)
9. Hospital or similar institution.
10. Junk yard, including auto wrecking, when surrounded by an 8-foot screening fence. (Amended 8/18/83)
11. Logging.
12. Mineral or natural resource exploration, extraction and associated facilities, but excluding exploratory or production drilling and minor exploratory excavations. Drilling operations shall be permitted in accordance with Section 485-7.
13. Mobile home, if located within an urban development boundary established by an adopted master plan in the unincorporated area of the County. (Amended 12/10/85)
14. Non-agricultural buildings not in conformance with the County's Building Code.
15. Nursing home or rest home.
16. Park and playground.
17. Public buildings, as defined in this Resolution. (Amended 8/18/83)
18. Public recreation areas and facilities.
19. Public safety facilities, as defined in this Resolution. (Amended 8/18/85)
20. Public utilities, as defined in this Resolution.
21. Radio and television transmitting and receiving station and tower.
22. Retail convenience store, only to serve surrounding agriculture, residential, or recreational uses, including the retail sale of gasoline and oil products.
23. School.

24. Sewage disposal plant, water treatment plant, or waste disposal site.
25. Solar- Utility-scale solar energy project intended to generate and deliver power to a regulated energy provider or grid operator.
26. Travel trailer park, developed in accordance with the County Subdivision Regulations.
27. Aircraft landing strip. Such use shall be located a minimum of 200 feet from any exterior property line, shall be approved for airspace clearance and designated as a "private non-public use (R) airfield" by the Federal Aviation Administration, and shall be for the private use of the owner(s) or lessee(s) of the property upon which the facility is located. Such use may include buildings erected for aircraft storage and servicing and may include commercial uses.  
(Amended 8/31/84)
28. Utility Airport. Such use shall be located on property sufficient to meet the design criteria established by the Federal Aviation Administration for utility airports and shall be designed by a registered engineer experienced in airport design. Utility airports may be designated for private non-public use or for public use, and may include commercial uses. (Amended 8/31/84)
29. Such other uses as the Director may classify as consistent with the provisions of Section 410 and those uses already listed as conditional uses in this District. The Director's classification shall be administered in accordance with Section 605.
30. Restaurant, bar, convenience store, service station, motel, cabins, travel trailer park, and campgrounds, when such facilities are clearly intended to serve the traveling public or short-term recreational uses and when such uses are located in an area isolated from any potentially conflicting residential or agricultural uses. (Director's classification 7/14/86)

**WHEREAS,** Public Hearings on the proposed changes to the Moffat County Zoning Resolution were held as required by law on:

Tuesday, July 2<sup>nd</sup> 2025 at 6:30 pm  
Tuesday, September 23<sup>rd</sup>, 2025 at 8:45 am

**WHEREAS,** during the July 2<sup>nd</sup>, 2025, Meeting, the Moffat County Planning Commission passed a motion recommending to the Board of County Commissioners approval of the proposed amendment to the Moffat County Planning and Zoning Regulations as listed herein.

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of County Commissioners hereby approves and adopts the amendments to the Moffat County Planning & Zoning Regulations as described herein and the amendments are to be revised and made available to the public via Moffat County's website as soon as practical.

PASSED, APPROVED, AND ADOPTED this 23<sup>rd</sup> day of September, 2025.

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF MOFFAT, STATE OF  
COLORADO

---

Melody Villard, Chairman

STATE OF COLORADO    )  
                                      ) ss  
COUNTY OF MOFFAT    )

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

Witness my hand and the seal of said County this 23<sup>rd</sup> day of September, 2025.

---

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

Moffat County Planning Commission  
Application Summary  
September 3rd 2025

**Application:** R-25-02

**Applicant:** Morel Energy Storage, LLC

**Description:** Application for Zone Change for Battery Storage Facility

**Location:** S21, T6N, R91W

**Access:** HWY 13 to CR 93 to private road 107 (Tri-State)

**Staff Comments:** The applicant, Morel Energy Storage, LLC, would like build/install a battery storage facility which will tie into Tri-State. Morel Energy is currently under a planning lease with State Land Board for 32-acres which is located in S 21, T6N, R91W (just west of the power plant). This parcel is currently zoned as AG. The zone change from AG to Heavy Industrial allows for this conditional use under section 460.3 #3.

**Attachments:** Copy of Application and associated documents are attached

**Note from Planner:**  
Planning Recommend conditions;

The Zone Change will only apply to the proposed project site, not the entirety of the State Land Board parcel. A survey with a legal description of the site must be submitted to the Planning Office for the zone change to be recorded.

Zone change application is contingent upon Morel Energy, LLC providing the county with an executed production lease with the State Land Board for the proposed project site.

**Results:** The Planning Commission reviewed the application and voted 3-0 to recommend approval of the zone change with the following conditions:

**Conditions:**

1. Once the final location of the project is identified within the leased area, a survey of the area must be provided to the planning office to be filed and recorded.
2. In the event the Production Lease terminates prior to commencement of construction, the Applicant or the State Land Board shall notify the County of the same within 180 days of any such termination. In the event that the Applicant fails to provide required project



status reports, or if Applicant or the State Land Board provides notice to the County that the Production Lease has terminated, then the zone change approval and conditional use approval for the project shall automatically lapse, and be of no further force or effect, such that the zoning of the entire project site shall automatically revert from Heavy Industrial (H-I) to Agricultural (A), and the County planner shall update the County zoning map accordingly.

Moffat County Planning Commission  
Application Summary  
September 3rd 2025

**Application:** C-25-08

**Applicant:** Morel Energy Storage LLC

**Description:** Application for Zone Change for Battery Storage Facility

**Location:** S21, T6N, R91W

**Access:** HWY 13 to CR 93 to private road 107 (Tri-State)

**Staff Comments:** The applicant, Morel Energy Storage LLC, would like build/install a battery storage facility which will tie into Tri-state. Morel Energy is currently under a planning lease with State Land board for 32 acres which is located in S 21, T6N, R91W (just west of the power plant) This parcel is currently zoned as AG. The zone change from AG to Heavy Industrial allows for this conditional use under section 460.3 #3.

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**Note from Planner:**  
Planning Recommend conditions;

The Zone Change will only apply to the proposed project site, not the entirety of the State land aboard parcel. A survey with a legal description of the site must be submitted to the Planning Office for the zone change to be recorded.

Zone change application is contingent upon Morel Energy LLC providing the county with an executed production lease with State Land Board for the proposed project site.

**Results:** Planning Commission board reviewed the application and voted 3-0 to recommend approval of the zone change with the following conditions:

**Conditions:**

1. Once the final location of the project is identified within the leased area, a survey of the area must be provided to the planning office to be filed and recorded.
2. In the event the Production Lease terminates prior to commencement of construction, the Applicant or the State Land Board shall notify the County of the same within 180 days of any such termination. In the event that the Applicant fails to provide required project

status reports, or if Applicant or the State Land Board provides notice to the County that the Production Lease has terminated, then the zone change approval and conditional use approval for the project shall automatically lapse, and be of no further force or effect, such that the zoning of the entire project site shall automatically revert from Heavy Industrial (H-I) to Agricultural (A), and the County planner shall update the County zoning map accordingly.

## 5. Zoning Change Map

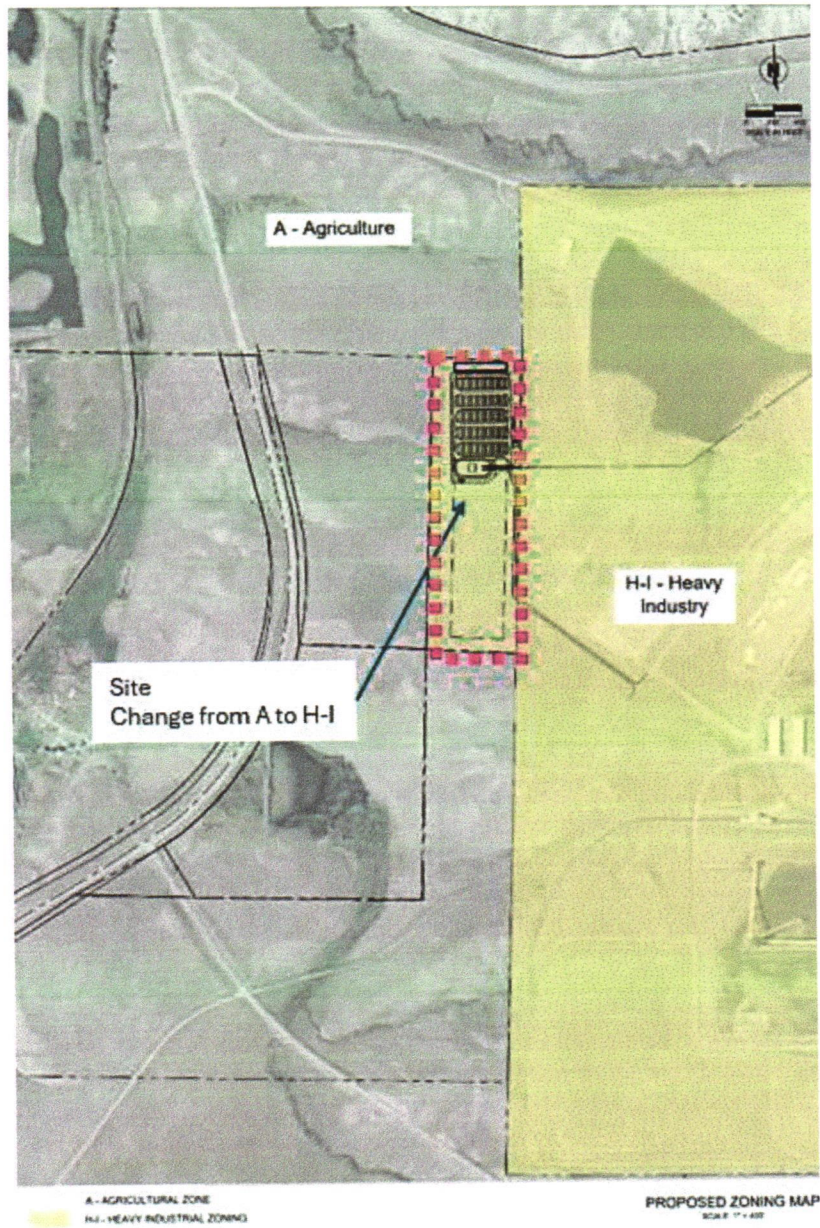


Figure 2. Zone Change Map



EXHIBIT A

“The Premises”

Township	Range	Section	County
6N	91W	21	Moffat

Certain portions of 6N-91W-21, containing 80 acres, more or less



## **Conditions of Approval – Morel Energy Storage CUP C-25-08**

### **Administrative & Legal**

1. **Executed Production Lease** – Morel Energy LLC providing the County with an executed production lease with the State Land Board for the proposed project site.
2. **Project Updates** – Applicant shall provide regular project updates, including communications with local agencies, to the County Planning Office. Updates will be recorded in the project file to ensure the application remains active.

### **Agreements & Permits**

3. **Off-Take Agreement** – Applicant shall provide evidence of an executed off-take agreement with Tri-State Generation and Transmission.
4. **Haul Route / Access Plan** – Applicant shall submit a finalized haul route and access plan prior to construction. If a County Road is involved, the Road & Bridge Department shall review and provide comment.
5. **State Permits** – Applicant shall obtain and provide copies of all required State permits, including but not limited to:
  - Construction stormwater permits (NPDES/CDPS)
  - Air quality permits (if required by CDPHE)
  - Any additional State or Federal environmental clearances

### **Safety & Emergency Services**

6. **Emergency Services / Response Plan** – Applicant shall submit a finalized plan, coordinated with local emergency service providers, for review and approval prior to commencement of operations. This includes training for local emergency responders
7. **Fire Protection Standards** – Facility must comply with NFPA 855, UL 9540A, OSHA, and International Fire Code requirements, including 100-foot setbacks and redundant monitoring systems.

### **Environmental & Land Use**

8. **Dust & Erosion Control** – Applicant shall prepare and implement a Dust and Wind Erosion Control Plan prior to construction, including Best Management Practices (BMPs).
9. **Weed & Invasive Species Management** – Applicant shall prepare and implement a Weed and Invasive Species Management Plan for pre-construction, construction, and operations.
10. **Wildlife & Grazing Plan** – Applicant shall coordinate with CPW and USFWS and implement BMPs to minimize impacts to wildlife, grazing, and adjacent farmland.
11. **Stormwater Management Plan (SWMP)** – Applicant shall prepare and implement an SWMP to comply with CDPHE and Federal requirements.

12. **Soil Conservation** – Applicant shall implement soil stabilization measures during construction and operations; stockpile and reuse topsoil for reclamation.

#### **Haul Route, Access, and Road Improvements**

13. Applicant shall submit a finalized haul route and access plan prior to construction.
14. If a County Road is proposed for use, the Road & Bridge Department must review and provide comment.
15. If the originally proposed CR 93 to the private road is determined to be the only option, Applicant shall regrade, resurface, and improve the Private Road and Access Road to meet industrial/commercial standards, including drainage and culvert upgrades as needed.
16. Construction traffic shall be managed to minimize disruption.

#### **Decommissioning & Reclamation**

17. **Project Lifespan & Notification** – Applicant shall notify the CSLB and County a minimum of six months before ceasing operations.
18. **Decommissioning and Reclamation Plan** – Applicant shall comply with all decommissioning and reclamation requirements outlined in the State Land Board production lease, in addition to County-approved conditions.
19. In the event the Production Lease terminates prior to commencement of construction, the Applicant or the State Land Board shall notify the County of the same within 180 days of any such termination. In the event that the Applicant fails to provide required project status reports, or if Applicant or the State Land Board provides notice to the County that the Production Lease has terminated, then the zone change approval and conditional use approval for the project shall automatically lapse, and be of no further force or effect, such that the zoning of the entire project site shall automatically revert from Heavy Industrial (H-I) to Agricultural (A), and the County planner shall update the County zoning map accordingly.

#### **Landscaping & Visual Mitigation**

19. **Screening & Fencing** – The Battery Energy Storage System shall be enclosed by a minimum six-foot security fence with controlled gate access and appropriate high-voltage warning signage.
20. **Revegetation & Soil Health** – Applicant shall implement reseeding and reclamation for disturbed areas, supporting soil stabilization, ecological health, and visual mitigation at the site periphery.

## **MOREL ENERGY STORAGE Application Executive Summary breakdown:**

- **Zoning & Site Use**
  - Rezone from A–Agriculture to H-I Heavy Industrial for a 32-acre site leased from the Colorado State Land Board (CSLB).
  - Grazing will continue on most of the 204-acre CSLB property, with the project using only 15%.
- **Project Scope**
  - 200 MW / 800 MWh battery energy storage system (BESS).
  - Connects to the Craig Substation; commercial operation expected in 2029.
  - Includes battery enclosures, substation, stormwater detention, O&M area, access road.
  - Minimal operational impacts: no emissions, low noise, minimal water use.
- **Compliance & Safety**
  - Meets Section 405.3 Conditional Use requirements and H-I zoning standards.
  - Compliance with NFPA 855, OSHA standards, UL 9540A testing, and IFC fire codes.
  - Ongoing collaboration with local fire and emergency management services.
  - 24/7 remote monitoring and on-site operations staff.
- **Setbacks & Design Standards**
  - 100-foot setbacks from property lines.
  - Security fencing with warning signage.
  - Underground/contained cables (except overhead to substation).
- **Environmental & Land Use Plans**
  - **Dust & Wind Control Plan** – BMPs, dust suppressants, reseeding, tarps, speed control, roadway cleaning.
  - **Weed & Invasive Species Management Plan** – minimize invasive plants, support native revegetation, inspections.
  - **Grazing/Wildlife Plan** – coordination with CPW and USFWS; mitigation of impacts to habitat and sensitive species.
  - **Stormwater Management Plan (SWMP)** – NPDES permit, erosion control, sediment controls, spill prevention.
  - **Soil Conservation Plan** – stabilize soils with gravel, crushed stone, reseeding; maintain topsoil.



- **Transportation & Access**

- Access via CO Highway 13 → County Road 93 → Private Road → new Access Road.
- Minor construction traffic impacts; no major upgrades to CO 13 or CR 93 expected.
- Improvements planned: resurfacing/regrading Private Road, evaluating/replacing culverts, new surfaced access road.

- **Emergency Services**

- Redundant safety systems: temperature regulation, thermal detectors, cameras.
- Annual training for local first responders.
- Fire protection measures include best-in-class lithium-ion batteries, active/passive monitoring, and NFPA/IFC compliance.

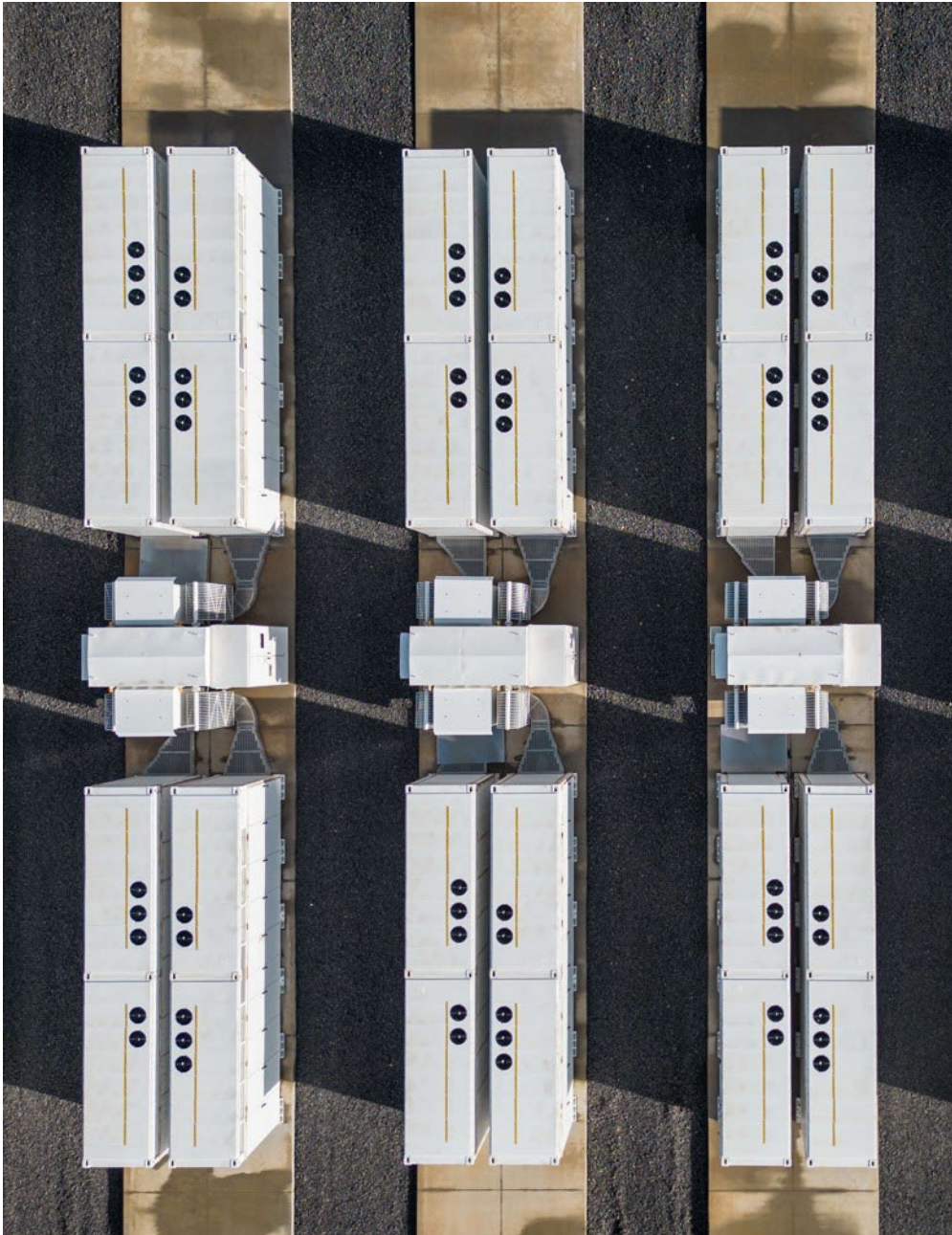
- **Decommissioning & Reclamation**

- 35-year project lifespan.
- Six months before closure, CSLB will be notified.
- Equipment removed within six months of closure.
- Restoration: soil de-compaction, re-contouring, reseeding with native vegetation.

- **Landscaping & Visual Mitigation**

- Six-foot security fencing and gated access.
- Reseeding/reclamation plan for disturbed areas.
- Periphery designed to support agriculture, wildlife, and ecological integrity.





# MOREL ENERGY STORAGE

**Moffat County  
Board of County Commissioners**

**September 23, 2025**



# PLUS POWER OVERVIEW

Our storage  
projects enable  
the next  
generation of  
energy  
resources

American-owned  
and HQ'd in  
Houston, TX

Formed in early  
2018 by industry  
veterans from the energy  
and **energy storage**  
industry

Leader in large-scale  
**standalone,**  
**transmission-connected**  
**energy storage** projects

1,650 MW / 4,150 MWh  
operating or in  
construction

10,000+ MW pipeline  
in **28 states** and  
**Canadian provinces**

Proprietary  
**data-driven**  
**development tools**  
and **digital platform** to  
identify unique locational  
value with durability

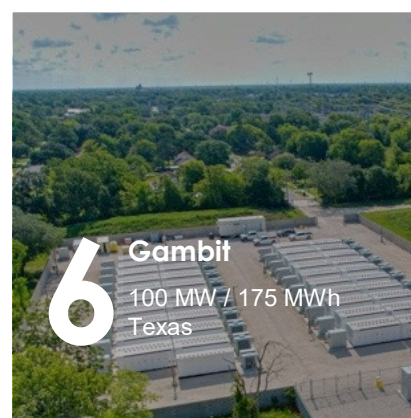
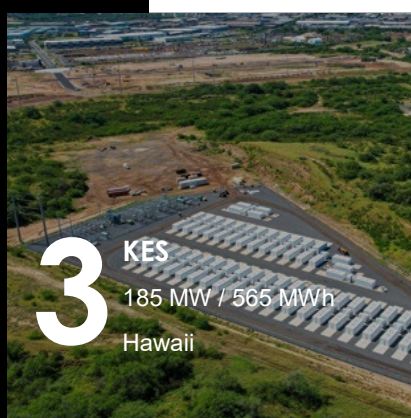
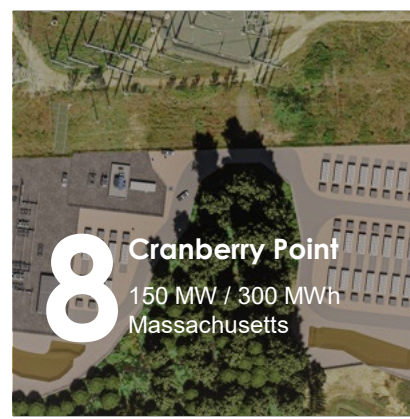
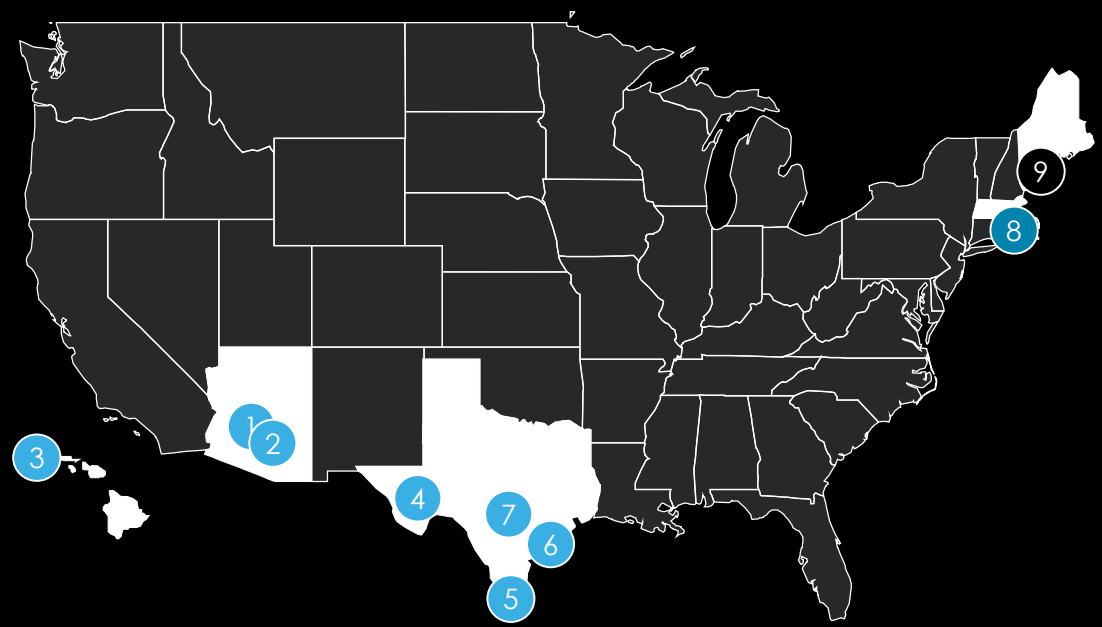
**Deep safety**  
**ethos** and focus  
on responsible  
development &  
deployment



# LARGEST OPERATING & UNDER CONSTRUCTION BESS PORTFOLIO

1.7 GW / 4.2 GWh being delivered on-time and on-budget across markets and off-takers

● Operating Assets (8)  
○ Construction (1)



# Safety Measures

- Project will meet applicable **federal safety requirements**, including:
  - NFPA 855 and UL 9540A
- Develop and implement comprehensive **Emergency Response Plan** with Craig Rural Fire Dept.
- Advanced **fire detection systems** within battery enclosures (redundant safety systems)
- **Training** with local fire and emergency responders during project commissioning and then regularly thereafter
- **Wildfire protection** - minimizing vegetation within the security fence:
  - Protect our facility from outside wildfires
  - Protect outside areas from any on-site incident







# ENHANCING RELIABILITY, REDUCING COSTS, INCREASING GRID RESILIENCE

Energy storage is a potential game-changer for American energy. It allows us to store energy to use at another time, increasing reliability, controlling costs for consumers, and ultimately helping build a more resilient grid.

## Enhancing grid reliability

Energy storage enhances reliability, ensuring the seamless, synchronized delivery of electricity to consumers and businesses

## Creating a flexible, nimble grid

Storage increases flexibility for the grid and helps provide uninterrupted power for consumers, businesses, and other users

## Reducing consumer costs

Storage can offset costs by storing energy when prices are low and discharging it during peak periods when rates are higher

## Protecting productivity

During brief outages, energy storage can help businesses avoid costly disruptions and continue normal operations

## Minimizing power outages

Energy storage protects consumers from lost food and medicines as well as other inconveniences of electrical blackouts

## Smoothing out variable energies

Energy storage helps smooth out intermittent resources' output by discharging during periods of low production

## Increasing energy density

Compared to energy generation systems, battery storage systems take up little space for the amount of power they release



# BENEFITS TO MOFFAT COUNTY



## **Supporting future energy needs**

Stores energy from all sources of energy generation for use during high-demand electricity usage times



## **Continued safe and reliable electricity service**

A project of this size can help keep the lights on for homes and businesses throughout the County



## **Tax benefits**






Large capital investment, this project would increase the County's tax base



## **Jobs**

Early development utilizes local consultants; good-paying construction jobs (50-100); handful of long-term O&M jobs

# LOW IMPACTS

	Traffic	Minimal traffic with 3 to 5 full-time employees at the site
	Pollution / Emissions	No air emissions of any kind (CO2, NOx, CO, SOx)
	Noise	Minimal audible impact from cooling fans and other standard electrical equipment
	Water Use	No water needed to operate the facility
	Light	Security lights only; dark sky compliant and pointed towards the site.



# MOREL ENERGY STORAGE

## Project at a Glance

- Planned 200 MW / 800 MWh System
- Planning Lease Executed with the Colorado State Land Board
- Production Lease Execution Planned for Q4 2025
- Interconnection to Craig Substation
- Offtake Utility: Tri-State Generation and Transmission
- Transmission voltage: 230-kV
- 2029 Commercial Operations Date

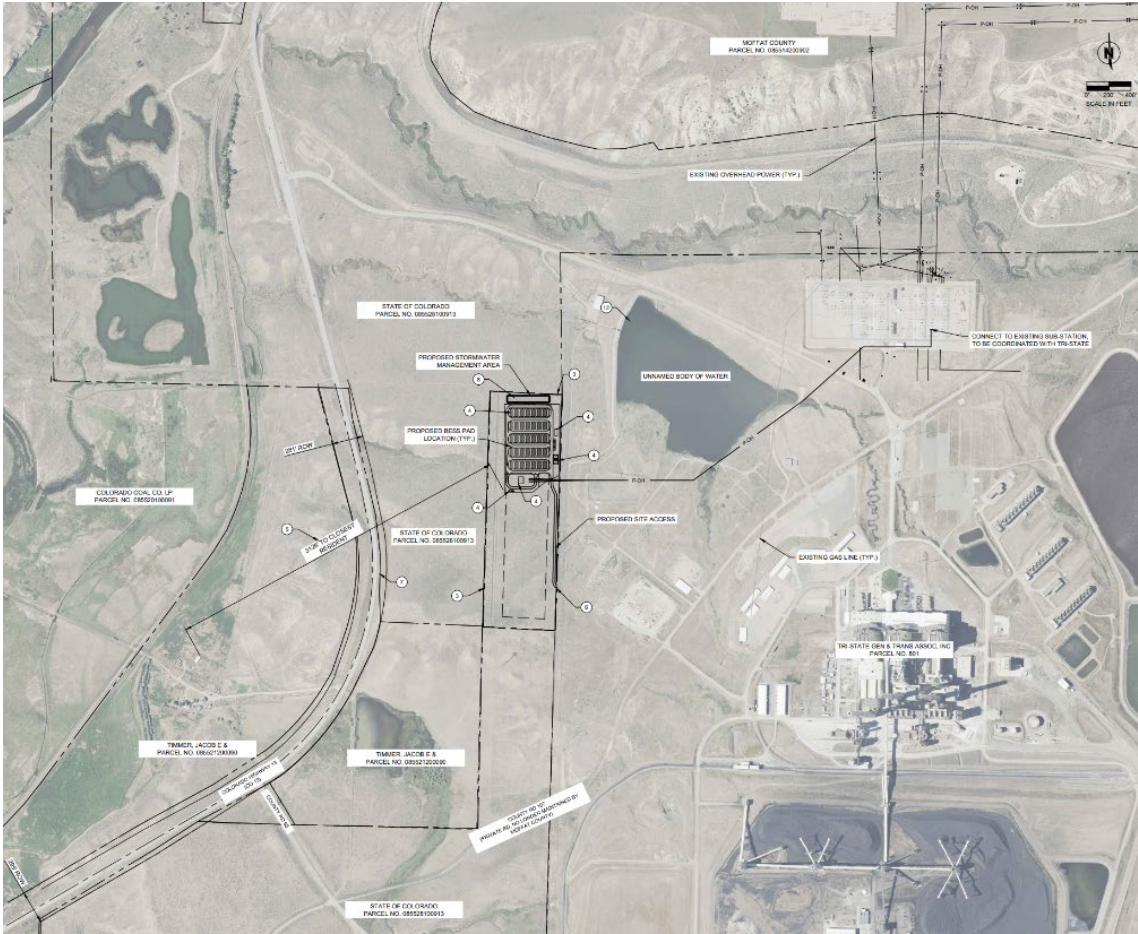


PRELIMINARY

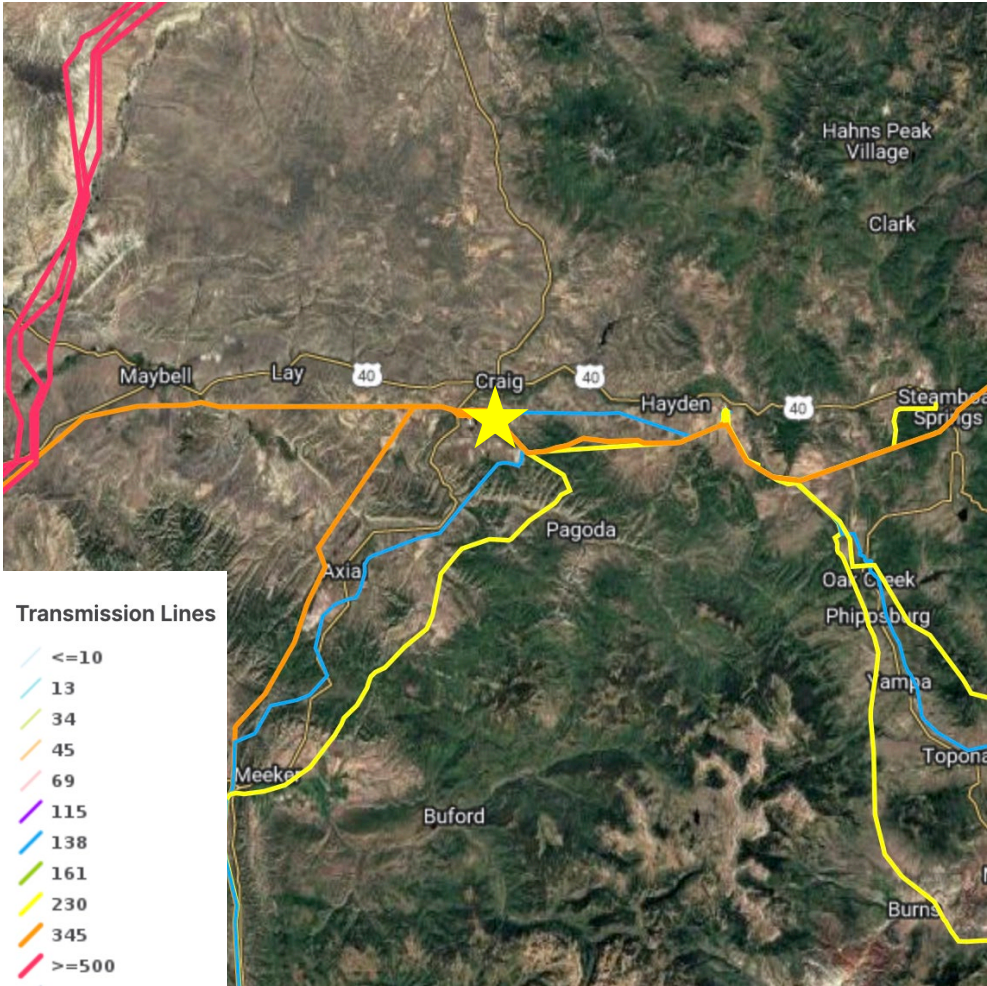


# SITE MAP

**Morel**  
**200MW / 800MWh**  
**Moffat County, Colorado**

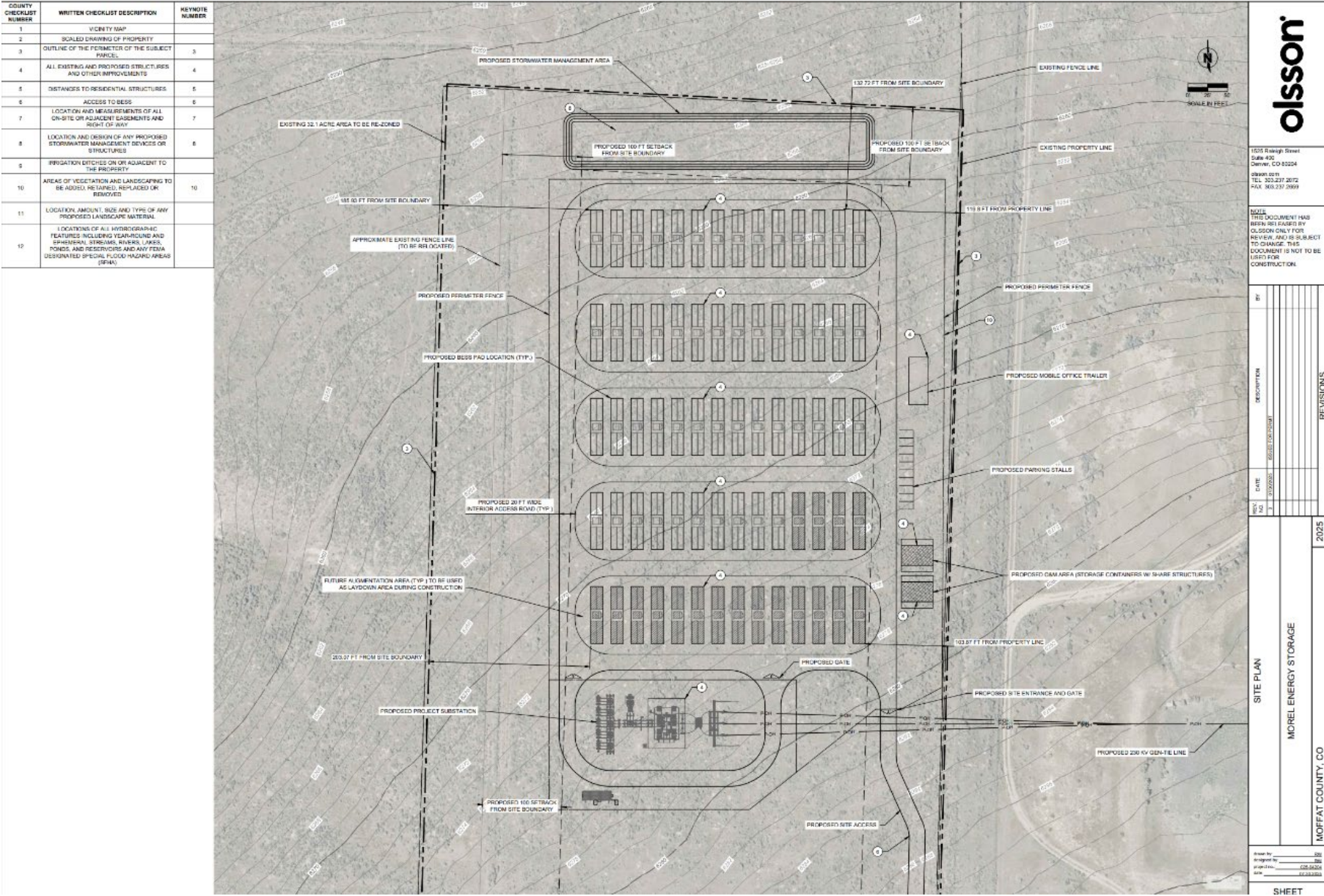


Existing Regional Transmission Line Map



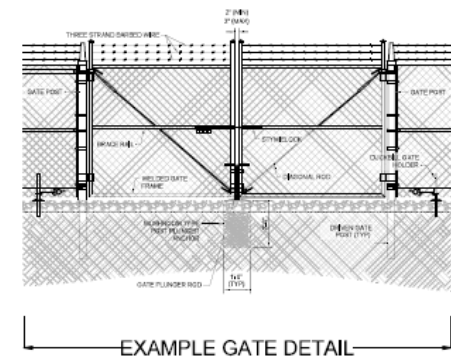
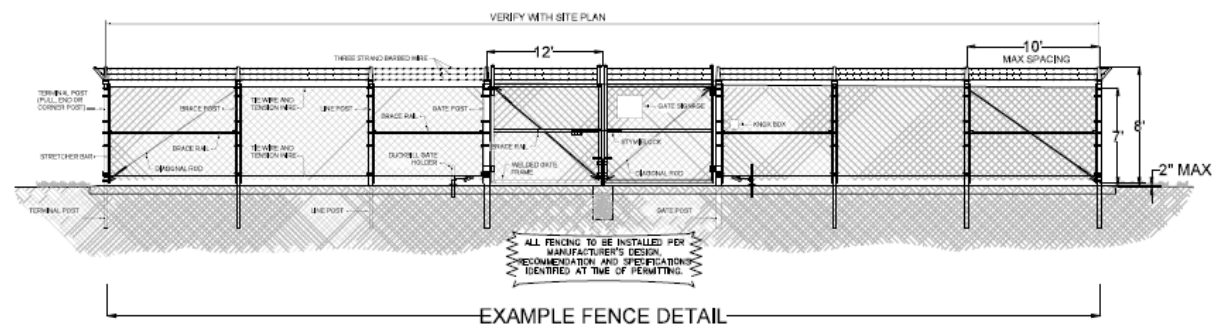
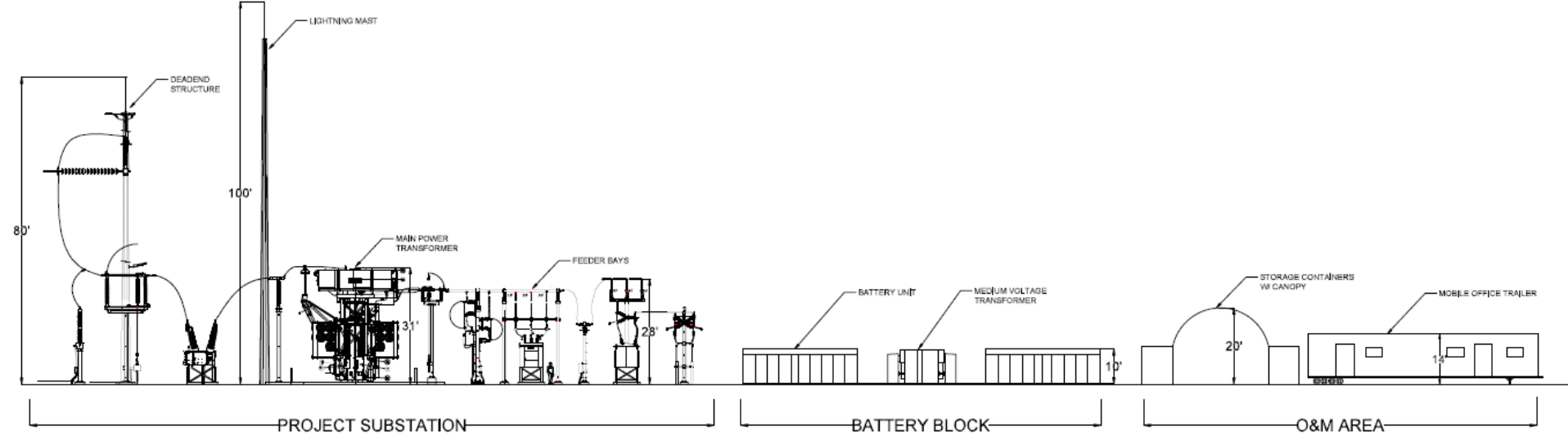


# Morel Energy Storage: Preliminary Site Layout





# ELEVATION



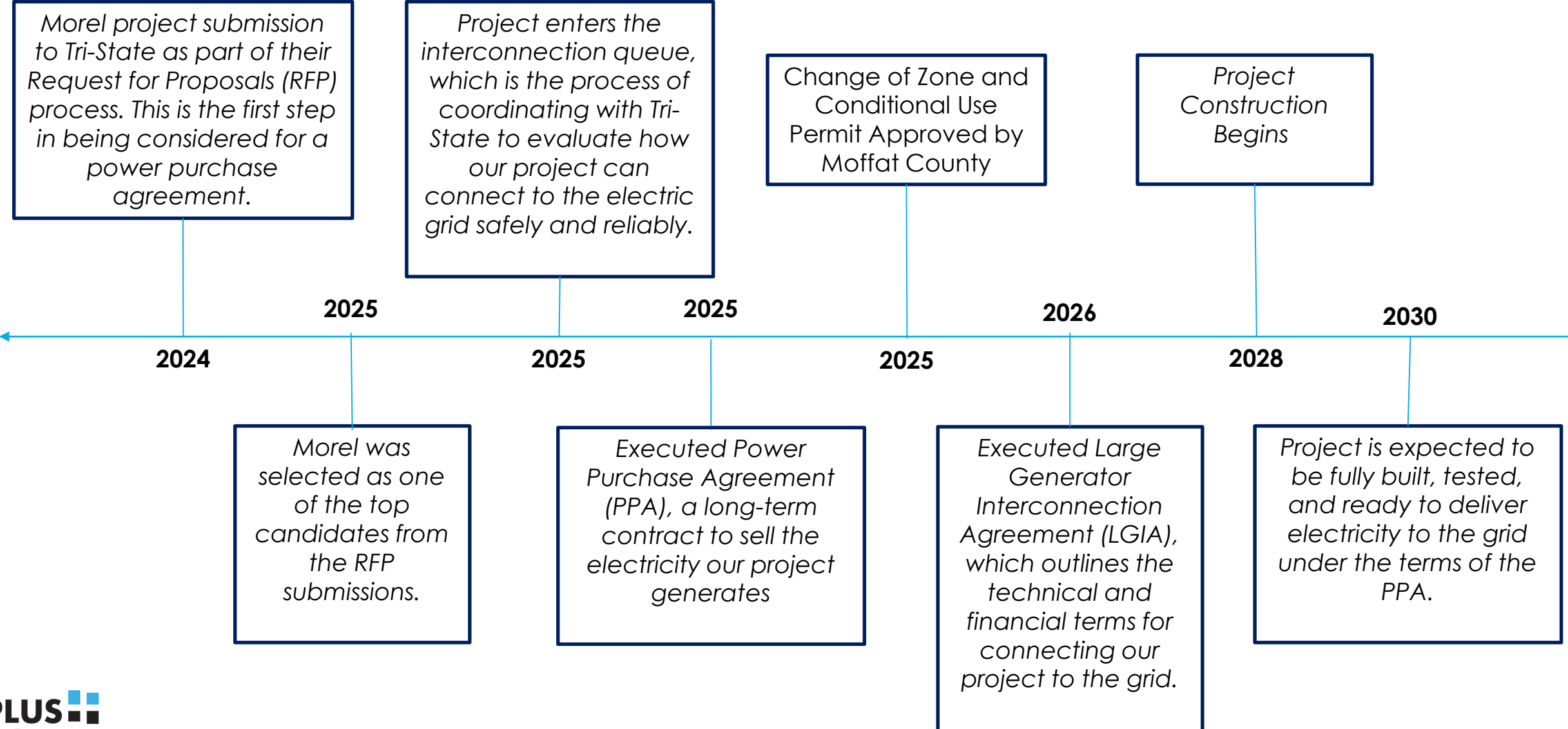
# BATTERY ENCLOSURES – EXTERIOR VIEW

*Outside view of battery enclosures; dimensions typically 30' L x 8.2' H x 5.6' W*



*Source: Plus Power's KES facility in Hawaii*

# Preliminary Schedule





## View of Morel Energy Storage from Highway 13 near County Road 93





# Preliminary Project Renderings – Morel Energy Storage

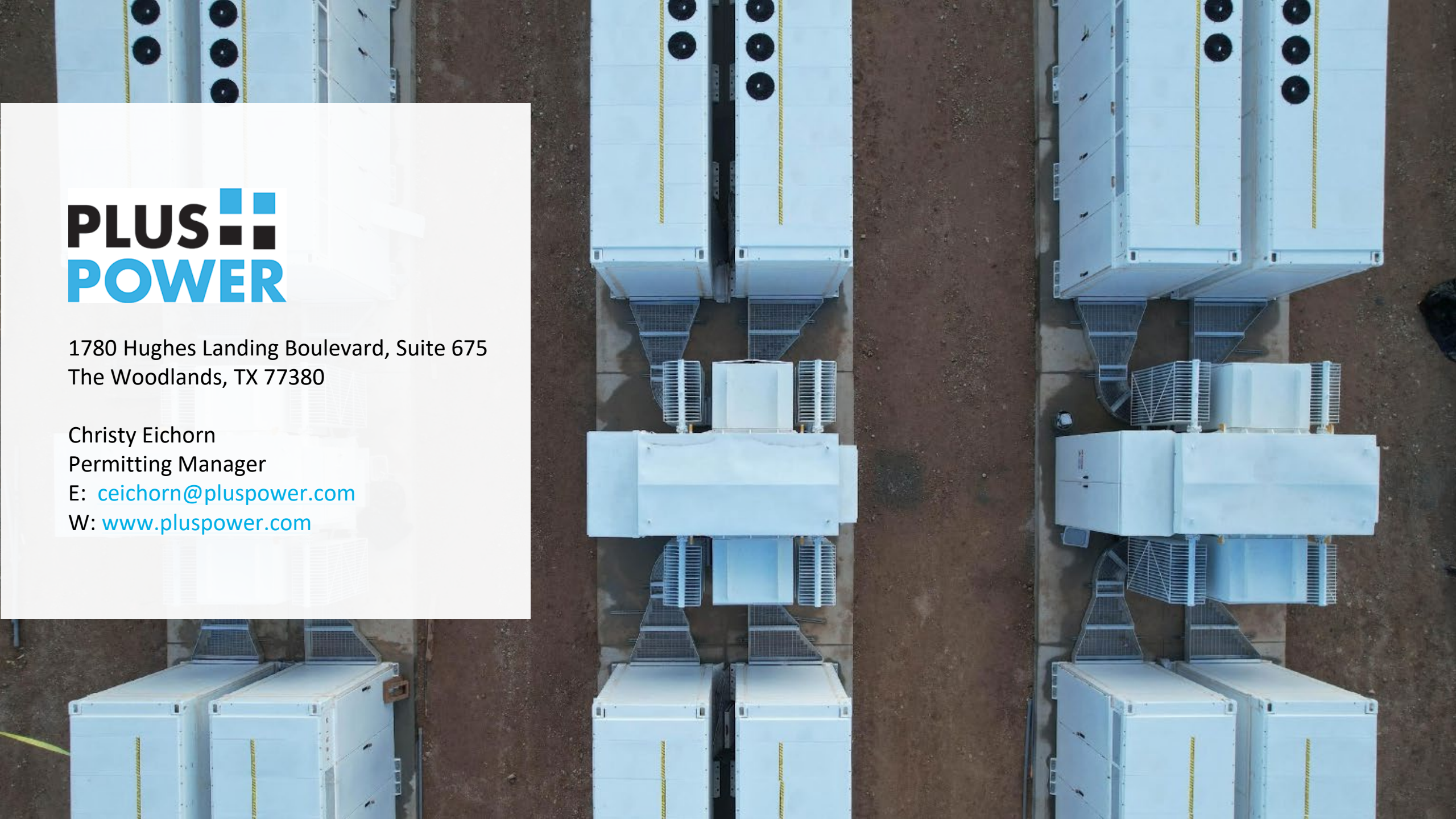






1780 Hughes Landing Boulevard, Suite 675  
The Woodlands, TX 77380

Christy Eichorn  
Permitting Manager  
E: [ceichorn@pluspower.com](mailto:ceichorn@pluspower.com)  
W: [www.pluspower.com](http://www.pluspower.com)





## **Moffat County Sheriff's Office Fire and Emergency Management**

---

800 West 1<sup>st</sup> Street, Ste. 100  
Craig, Colorado 81625  
(970) 826.2308 Phone  
(970) 824.9780 Fax

September 22, 2025

Moffat County Board of Commissioner's

On August 26th, 2025, 7 barrels of automotive paint and solvent were found dumped on the northern end of MCR 103 by an unknown party. The barrels were rusted and damaged and had begun leaking into the ground near a wetland. Clean-up of the dump site was handled by Moffat County Road & Bridge. 4 other barrels of oil/water mixture were also being stored by Road & Bridge from another incident. An active investigation is still underway in locating the person responsible for the illegal dumping.

A search for a waste disposal company was conducted and 3 companies within Colorado were located. 2 of the companies returned estimates for the transportation and disposal of the 11 barrels. The estimates for disposal are attached. The estimates came in under the limit for a formal bid requirement.

Clean Management Environmental. \$15,672.22  
ADCO Environmental. \$22,425.00  
HWH Environmental. No bid received

I am recommending the County accept the quote from Clean Management Environmental in the amount of \$15,672.22.

Todd Wheeler  
Sgt, FMO/EM

*Chip D. McIntyre, Sheriff*

*Todd Wheeler, Sergeant FMO/EM*

September 18, 2025

Mr. Todd Wheeler - Sergeant  
FMO/EMC  
Moffat County Sheriff's Office  
800 W. 1<sup>st</sup> St., Suite 100  
Craig, CO 81625

E-Mail: TWheeler@sheriff.moffat.co.us

**In all correspondence, please refer to quote number: Q2025-0311**

Dear Mr. Wheeler,

In response to your request for a quotation for the disposal of Paint waste as identified in your e-mail sent to ADCO on 9/15/25 for waste located at your facility in Craig, CO; ADCO can provide the following:

**Scope and Cost:**

ADCO Environmental Services, LLC will provide profiling of waste into licensed waste processing facility, prepare shipping manifest, transportation, and disposal of the following items:

Scope of Work	Quantity/Size	Unit Price	Total
Disposal of Solidified Paints with Free Liquids	7 x 55-Gal. Drums	\$3.75/lb. GPW *Min. \$1,625.00/Ea.	\$11,375.00
Disposal of Crude Oil mixed with H2O	4 x 55-Gal. Drums	\$1,050.00/Ea.	\$4,200.00
Overpack Drum HANDLING Fee *(Price does NOT include supply drum cost)	7	\$500.00	\$3,500.00
Paperwork Preparation	1	\$100.00	\$100.00
Transportation / Stop Off Fee / Fuel Surcharge	1	\$3,250.00	\$3,250.00
<b>Total Estimated Disposal</b>	<b>\$22,425.00</b>		

- Pricing contingent upon profile approval. Non-Conforming waste will be subject to additional charges.
- All items quoted MUST be shipped and shipped at same time to honor unit prices.
- Minimum invoice fee \$1,500.00 per pickup/invoice.
- All containers shipped must be in "Shippable Condition" in accordance with USDOT.
- Price includes up to 1-hour loading time. Each additional hour \$125.00/Hr.

**Schedule:**

Upon receipt of a signed accepted quote, ADCO Environmental Services, LLC will contact you to arrange a mutually agreeable time to have this waste removed from your facility.



## Special Provisions:

ADCO Environmental Services, LLC complies with the requirements of 10CFR20, appendix G, section III, C.1 and you will be provided receipt of this material at licensed facility.

Per USDOT regulations (49-CFR-172.604), a 24-hour emergency telephone number is required on all hazardous materials shipping papers. If your facility does not have an emergency telephone number ADCO Environmental Services, LLC can provide this service to you at an additional cost of \$50.00. Please advise us when accepting this quote if this service is needed.

## Payment Terms:

Terms are C.O.D. Payment may be made with a company check, cashier's check, money order, wire transfer, or credit card (*Note: A 5% processing fee will be added for each Credit Card transaction*). All prices quoted herein will be valid for a period of 30 days from the date of this letter. By signing this quote you agree to the payment terms specified herein. If you have any questions or require additional information please feel free to contact us at (708) 429-1660.

All prices quoted by ADCO do not include any federal, state, county (Parish), municipal and/or local sales, use and/or excise tax, franchise fees and the like. If any such taxes and/or fees of any nature are applicable and client does not supply a tax exempt certificate such taxes and/or fees will be added to invoiced amount specified herein.

Customer agrees to pay any and all collection/legal fees associated with any and all attempts to collect on any un-paid debt owed to ADCO Environmental Services, LLC for any portion of final invoice for services rendered in association with this quotation. Waste may also be delivered back to originating generator for non-payment of invoice associated with this quotation.

## Acknowledgement:

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above. Pickups cancelled within 72 hours of scheduling are subject to cancellation charges.

Thank you for the opportunity to be of service. If you have any questions or concerns regarding this quotation, please feel free to contact me.

Respectfully,

*James P. Bell*

James P. Bell  
National Project Director  
E-mail: [jimp@adcoservices.com](mailto:jimp@adcoservices.com)

Acceptance \_\_\_\_\_ Date \_\_\_\_\_



# CLEAN MANAGEMENT ENVIRONMENTAL GROUP, INC.

Quote #  
103733

Prepared for:

Todd Wheeler  
Moffat County Sheriff's Office  
800 W. 1st St  
Craig, CO 81625  
970-826-2308  
twheeler@sheriff.moffat.co.us

9/17/2025  
Sales Rep:  
Ryan Kilgallen  
P: 800-538-8131  
F: 843-538-7845

**What sets us apart:**

- ✓ Live Operators
- ✓ Nationwide Service
- ✓ 150 Years of Experience
- ✓ \$5,000,000 in insurance
- ✓ CERCLA approved TSDF
- ✓ No Contracts

**Other Services:**

- ✓ Hazardous/Nonhazardous waste disposal
- ✓ Lab Pack Services
- ✓ Expired/outdated/offspec product destruction
- ✓ Tank and pit cleanings/removal
- ✓ Soil remediation and spill cleanups
- ✓ OSHA/Hazwoper training

We understand that the key to a successful business relationship is quality customer service. Clean Management appreciates the opportunity to quote the following:

Qty	Description	Price	Unit
7	Solidified Paint with Free Liquids	\$1,121.21	Per 85g Overpack
4	Crude Oil W/ Water	\$893.93	Per 55g Drum
7	85 Gallon Over Packs	\$324.99	Per 85g Overpack
1	Transportation Stop Charge	\$1,973.10	Flat
**Price includes Transportation, Disposal, Profiles, Manifests, and Labels**			
**Prices pending profile acceptance**			
<b>Estimated Total</b>		<b>\$15,672.22</b>	

\* Prices are valid for 30 days from quote date. Prices pending waste profile acceptance. Off-Spec material, water, additional chemicals and unspecified solids not profiled will be charged accordingly. All state waste taxes will apply. Fuel surcharges apply based on current D.O.E. Rates.

WE APPRECIATE MOFFAT  
COUNTY'S CONTRIBUTION  
TO KEEP US HOUSED



A Big  
Thank You!







# Senior Citizen Action Group DBA Senior Social Center (SSC)

Our mission is to provide a permanent, accessible gathering place to enhance the quality of life for senior citizens through socialization, exercise, creativity, and education.



# Where People Connect

- The Senior Social Center (SSC) is all about making connections for life, community and volunteerism. Our goal is to instill a sense of purpose, happiness, dignity and friendship.

# We provide...

A gathering place, enhancing the quality of life for senior citizens through socialization, exercise, creativity and education. There are opportunities for all demographics and interests to stay active, engaged, find help, have fun and belong.

Join us and play games, have coffee, go swimming, or work out in the gym. Take a class or program on art, cooking, sewing, music, tax prep, dancing, yoga, rock hounding and more.

# We have a committed and talented board of directors and Senior Center staff.

## BOARD OF DIRECTORS

Title	Name
President/Chair	Arin Daigneau
Vice Chair	Lois Wymore
Secretary	Jnl Linsacum
Treasurer	Bill Booker
Board Member	Kathy Shea
Board Member	Stephanie Whitman
Board Member	Dale Peterson
Board Member	Stephanie Etzler
Board Member	Karen Burley

## SSC & Medicare SHIP Staff

Title	Name
Executive Director	Rebekah Greenwood
Medicare SHIP Coordinator	"
Office Assistant	Jackie Camp
Medicare Navigator	Lynne Malizia / Rashella Huber
Custodian	Gabriel Holloway
Senior Outreach Coordinator	Hiring
Resource Navigator/Program Assistant	Kristin Skowronski
Resource Navigator/Spanish Speaking	Patricia Maradiegue/ Wagner

SSC was founded 11 years ago this June in 2014.  
Since this time the SSC has grown exponentially and has become the  
Hub for Aging Services in Moffat County.

We served a recorded number of 776 unique clients in 2024 and had  
8,278 recorded participants sign in. Not everyone signs in, so we don't  
capture the total number of participants.

In 2020 our budget was \$67,206.  
We ended the year at \$83,770.39  
brought in as income.

Our current budget for our fiscal year  
July 1, 2025- June 30, 2026 is \$256,894.21.



# SSC Funding

The Senior Social Center receives its primary funding from the Area Agency on Aging of Northwest Colorado grant. About 40% of that funding goes to operate the Medicare SHIP program.

## **We receive some additional grants from:**

Yampa Valley Community Foundation

Yampa Valley Electric Association

The City & County HRC grant

CHFA- Colorado Housing and Finance Authority

Other grant funders when opportunities arise

New grant funders for 2025- 2026 – Anschutz, Next50 and the Simmons Foundation

**Moffat County contributed \$14,400 towards our rent this year, which is much appreciated.**

We also receive some donations from participants in programming.

Our annual Wine Tasting/Art Show event goes to pay for things our grants don't cover, like food for events and meetings.

# Keep Your Mind & Body Active!

The Senior Social Center believes that adults over 50 deserve an opportunity to achieve their greatest potential with physical, social, and emotional health.

## Join us!

EXPERIENCE MORE:

JOIN US!

WHERE

SENIORS

CONNECT



A 501(C)(3) Organization

### Exercise

Geri Fit • CT  
Combo • Qigong  
Yoga • Swimming  
Exercise Equipment

### Creativity

Art • Music  
Cooking

### Education

Classes • Presentations  
Resources • Training  
Medicare Counseling

### Socialization

Conversation  
Coffee • Cards  
Parties • Activities

### Senior Outreach Services:

We strive to improve participants' quality of life through consistent, appropriate personal contact. SOS reaches isolated seniors in need of connection with phone calls, cards, visits & gifts.

775 Yampa Ave.  
Craig, CO 81625

970-326-3188

info@seniorsocialcenter.org  
www.seniorsocialcenter.org



## Medicare SHIP (State Health Insurance Assistance Program)

Helping recipients:

- \*Understand options
- \*Make informed choices
- \*Know their rights
- \*Save money

970-819-6401

The SSC's SHIP program serves Moffat and Rio Blanco County residents. We provided 687 one-on-one appointments with Medicare recipients during this last year SHIP fiscal year.

We quadrupled the State's target number for client served within the County. We are very proud of our staff and volunteers.

This program makes such a difference in people's lives, helping them make the best choices for their health and finances as they grow older.

Our services are free and confidential. We do not sell or endorse health plans. Colorado SHIP is part of a national network of programs. Counselors go through a rigorous training and are required to continue training as long as they serve as a counselor.

# Senior Outreach Services (SOS)

We strive to improve participants' quality of life through consistent, appropriate personal contact. The SOS program reaches out to those who are often homebound, frail, and/or low income, providing encouragement and consistent check-ins with calls, cards, and home visits. Sometimes we are the **only personal contact** they have throughout the week.

SSC staff and three volunteers connect with 76 clients through:

- Weekly phone calls.
- Cards for birthdays, holidays, encouragement and bereavement.
- Providing multiple home visits, visits in groups at Sunset Meadows and periodical visits at either the Haven, Casey's Pond, Sandrock Ridge Care & Rehabilitation and the Walbridge Memorial Wing.



# Resource Navigator Program

The Resource Navigator finds ways to provide needed resources and services to help senior live more comfortably in their homes and help improve their quality of life. This position improves the capacity of the SSC to reach more vulnerable underserved clients. Staff sits down face-to-face with clients to help them sign up for programs like LEAP, CARE, free internet, low-cost phone service, etc.

Someone to look at one's overall picture and help go through the process of applying through a website or over the phone.

We have added a new Spanish Speaking navigator to our staff, helping us reach an additional demographics of older adults in need.

# Home Modification & Services

We offer more tangible services through this new program, providing things like small home repairs and cleaning services.

We work with area partners like NWCCI and NWCO options for Long Term Care to find additional funding to help the clients get as much of the needed projects done as possible.

Our navigator works to enlist volunteers, donations, in-kind service and products to enable the SSC's capacity to deliver these services.

# CircleTalk Program



One of the most critical needs for our community's older population is Mental Health services.

The SSC provides support-group meetings using courses from the "CircleTalk" program, with the goal of forming a healthy group to foster belonging and connection, a place to share personal stories, insights, and feelings.

CircleTalk is a relationship-centered program where people can experience an intimate community and meaningful connections with their peers.

Everyone deserves to belong to something.

Connection. Belonging. Community.

# Resource Provider Meeting- Partners

- Memorial Region Health
- Integrated Community
- Health Partnership
- Community Budget Center
- Alzheimer Association
- AARP
- Department of Human Services
- Northwest Colorado Health
- Veteran Association
- Caregiver Support & Senior Equipment
- Options for Long Term Care
- NW Colorado Center of Independence



# Large Annual Events



**OLDER ADULT  
RESOURCE BOOTHS  
VOLUNTEER OPPORTUNITIES**

**EXPO**

**JUNE 25  
2-6 PM**

**WEDNESDAY**



**Food, Fun  
& Prizes**

**775 YAMPA AVE.  
CRAIG, CO  
@ THE YAMPA BUILDING  
970-326-3188**

**HEALTH FAIR  
SERVICES &  
SCREENINGS**

**HEALTH &  
WELLNESS**

**SOCIALIZE  
CREATE  
EXERCISE**

**MENTAL  
HEALTH**

**VOLUNTEER**

the Senior Social Center presents

*Better with Age*  
ART SHOW & WINE TASTING

**FINE WINE  
FINE FOOD  
FINE ART**

*Bid on local art. Support local seniors.*

Sept 27 | 6 - 9 PM | 775 Yampa Ave  
Live Music • Live Artist • Live Auction  
Tickets \$25 | (970) 326- 3188 for info



**SPA DAY**  
*at the Senior Social Center*  
775 Yampa Avenue  
**APRIL 10TH**  
9AM - 2PM

**Manicures • Mini-Facials • Haircuts  
Chair Massage by Hana Healing**

**CHAIR YOGA AT 10:30 AM  
GERI FIT AT 1 PM**

**Now Booking Appointments!  
Call today (970)-326-3188  
to reserve a spot.**





More fun: events, cooking classes, games on the grass, lunch on the lawn, a regional picnic and much more.





Potluck is the 2<sup>nd</sup> Tuesday each month.  
Lunch & Learn the 3<sup>rd</sup> Tuesday each month.

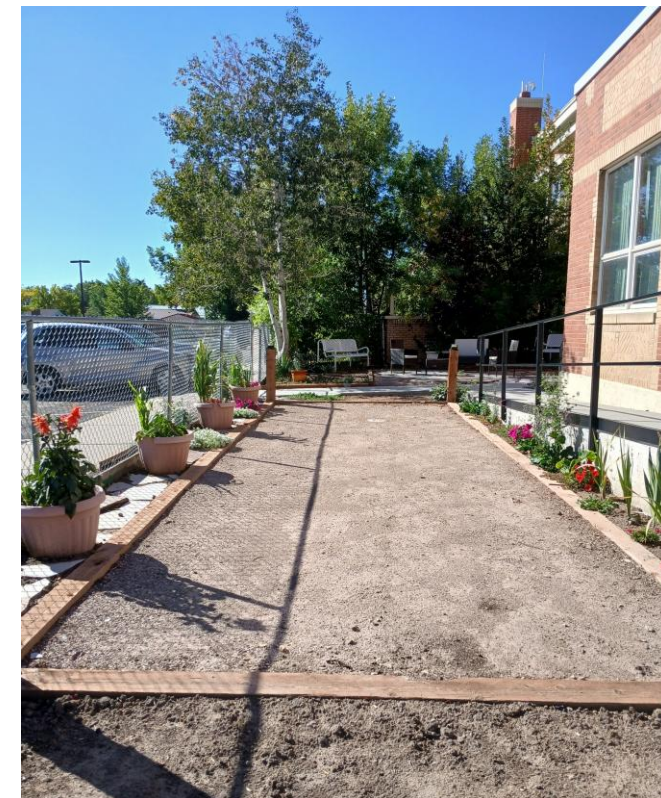


Art Class every Wednesday at 4 PM. Tie Dye and other special classes throughout the year.





# Community Garden Volunteers Patio Cornhole pit





# Youth volunteerism & intergenerational connection.



Rocky Mountain Youth Corp (RMYC) In the Community Garden



Boys & Girls Club in the Community Garden



RMYC at Seniors Home

- We help connect you with our community, including youth and Horizon clients.



# We have a strong partnership with NWCO Health.



## AGING WELL FITNESS CLASSES

**Aging Well Fitness Classes are held in Craig and open to adults 50 and older of all abilities.**

We appreciate your donation of \$3 per class. We do not turn away anybody due to inability to donate.

<b>Improve strength, balance &amp; flexibility</b>	<b>Help prevent falls</b>	<b>Reduce pain &amp; improve mobility</b>
<b>GERI FIT</b>	<b>MONDAYS</b> Senior Social Center • 9:30-10:30am	
<b>MOVEMENT &amp; EXERCISE</b>	<b>MONDAYS</b> Sunset Meadows • 10:30-11:30am	
<b>GERI FIT &amp; MOVEMENT &amp; EXERCISE</b>	<b>WEDNESDAYS</b> St. Michael's Church • 10:30-11:30am	
<b>GERI FIT</b>	<b>THURSDAYS</b> Sunset Meadows II • 10:30-11:30am	
<b>MOVEMENT &amp; EXERCISE</b>	<b>FRIDAYS</b> Senior Social Center • 10:00-11:00am	

**FOR MORE INFORMATION CALL 970-871-7676**  
[northwestcoloradohealth.org/agingwell](http://northwestcoloradohealth.org/agingwell)

**NORTHWEST COLORADO HEALTH**



## SENIOR WELLNESS CLINICS



Held monthly at multiple locations in Moffat County. Drop-ins are welcome.



Services provided by specially trained nurse.



Visits include weight and blood pressure check, medication review & consultation.


### CRAIG

<b>St. Michael's Church (Wellness Wednesday)</b> 1 <sup>st</sup> & 3 <sup>rd</sup> Wednesdays of the month 9:30am - 12pm	<b>Sunset Meadows II</b> 4 <sup>th</sup> Thursday of the month 10 - 11am
<b>Sunset Meadows I</b> 4 <sup>th</sup> Monday of the month 10:30am - 1pm	<b>Senior Social Center</b> 2 <sup>nd</sup> Tuesday of the month 11:30am - 1pm

**FOR MORE INFORMATION, CALL 970-871-7676.**

**NORTHWEST COLORADO HEALTH**  
[northwestcoloradohealth.org](http://northwestcoloradohealth.org)

*Senior Wellness Checks are offered on a donation basis.  
No one is turned away due to inability to pay.*



**NORTHWEST COLORADO HEALTH**  
340 Russell Street | Craig, CO 81625  
340 Central Park Drive, Suite 102 | Steamboat Springs, CO 80487  
[northwestcoloradohealth.org](http://northwestcoloradohealth.org)

### JOIN OUR FREE HEART HEALTHY CLASS

**Mondays • 1 - 3 PM**  
August 28, 2023 - November 14, 2023  
Senior Social Center  
Led by Shania Duzik, Registered Dietitian.

Topics will include:

- Knowing the Signs of Heart Attacks and Strokes
- Diabetes and Cholesterol Nutrition Education
- Shopping Tips & more!

**CALL TO SIGN UP! 970-871-7694**

# Chair Yoga at 10:30 am on Thursdays





# Swimming Transportation Shuttle

The SSC funded shuttle service to the Meeker Recreation Center throughout the winter.

## With our Partners:

Northwest Center of  
Independence: NWCCI

**21 trips**

Craig City Parks and Recreation

**19 trips**

**MEEKER REC CENTER**  
**SWIMMING  
SHUTTLE**

**TRANSPORTATION FEE**  
\$4 PER TRIP OR  
PURCHASE PUNCH CARD  
5 TRIPS FOR \$16  
(SCHOLARSHIPS AVAILABLE)



*Rec center senior daily fee \$5 for adults 62 and over*

**TUESDAYS & THURSDAYS**  
MEETS AT 8:50 AM  
at the Yampa Building  
775 Yampa Ave  
Craig, CO 81625

**STAY ACTIVE THIS WINTER!**

- Thursday program begins **November 2nd**
- Tuesday program begins **November 14th**
- No swimming November 16th or 23rd
- No swimming December 26th

**RSVP 2 business  
days in advance to  
save your spot on  
the van!**  
**#970-326-3188**

**#970-326-3188**      **Senior Social Center**      **775 Yampa Ave  
Craig, CO 81625**

# Full Gym

Our gym has great equipment and is used regularly. Physical Therapy offices send clients here for continued options. Other spaces in the building are available for Geri-Fit, Qigong, Movement & Exercise, Tai-Chi and Chair Yoga.



We appreciate your support!

Please spread the word about the great service we offer.

775 Yampa Ave. Suite 101, Craig, CO 81625

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

970-326-3188

Medicare SHIP Program

970-819-6401

