

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

221 W Victory Way, Suite 130 Craig, Colorado 81625

(970) 824-5517

(970) 824-9191 fax

John Kinkaid
District 1

Chuck Grobe
District 2

Frank Moe
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, July 7, 2015

- 1 9:30 to 9:35 Call to order
Pledge of Allegiance/Opening Prayer

- 2 9:35 to 9:45 Consent Agenda -
Review & Sign the following documents:
 - a) Approve Minutes : June 30 (pgs 2-4)
 - b) Discharge Monitoring report – Limestone Pit #10 (pg 5)
 - c) Colorado Works Substance Abuse Services contract (pg 6)
 - d) Shadow Mountain Village Phase I – Change Order #4 (pg 7-9)
 - e) Five County Core Services Substance Abuse Services Contract w/Community Education Center– 3rd Addendum (pg 10)

- 3 9:45 to 10:00 General Discussion
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

- 4 10:00 to 10:30 McMahan & Associates – Paul Backes
➤ 2014 Audit presentation

**** 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

9:17 AM 7/6/2015



**Moffat County Board of County Commissioners
221 W Victory Way Suite 130 Craig, CO 81625**

July 7, 2015

In attendance: John Kinkaid, Chairman; Chuck Grobe, Vice Chair; Frank Moe, Board Member; Tori Pingley, Moffat County Deputy Clerk & Recorder; Neil Folks; Roy Tipton; Mike Fuller; Jeff Comstock; Becky Tyree; Ray Beck; Patrick Kelly; Noelle Riley; Derek Maiolo; Lauren Blair; Andy Bockelman; Ken Wergin

**Call to Order
Pledge/Opening Prayer
Consent Agenda**

Grobe made a motion to approve the consent agenda consisting of items b-e, pulling a:

- a) Approved the minutes from June 30, 2015.
- b) Approved Discharge Monitoring report – Limestone Pit #10
- c) Approved Colorado Works Substance Abuse Services contract
- d) Approved Shadow Mountain Village Phase I – Change Order #4
- e) Approved Five County Core Services Substance Abuse Services Contract w/Community Education Center– 3rd Addendum

Moe seconded the motion. Motion carried 3-0. See attached.

Grobe corrected a mistype in the previous weeks' minutes. Minutes should read that Lauren Blair discussed a bill blocking the listing of sage grouse.

With the correction to the June 30, 2015 minutes, Grobe made a motion to approve consent agenda item a. Moe seconded the motion. Motion carried 3-0. See attached.

General Discussion

General discussion was held among the Board:

- ✓ Kinkaid was recently in Washington DC. He attended a meeting with Tri-State, the Office of Management Budget, the Office of Information and Regulatory Affairs and the Environmental Protection Agency.
- ✓ Wergin shared that the parade, BBQ and fireworks were great. He was very pleased.
- ✓ Wergin announced there will be at meeting at City Hall at 6:30pm, concerning Breeze Park.
- ✓ Comstock stated they have been incredibly busy. OSM along with the Cooperating Agencies status believe they will be right on schedule.

Mindy Curtis & Paul Backes present

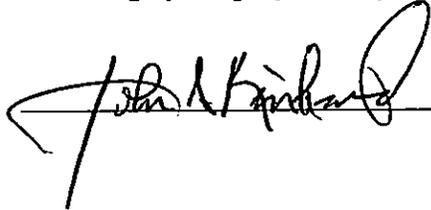
McMahan & Associates – Paul Backes

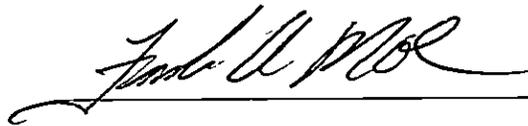
Backes reviewed the 2014 Audit report. Backes went through the audit process and explained what McMahan & Associates look for and do. He felt, overall, Moffat County did good in 2014. Backes explained a letter to Moffat County from McMahan & Associates. See attached letter.

Grobe made a motion to accept the 2014 audit as presented. Moe seconded the motion. Motion carried 3-0. See attached.

Meeting Adjourned

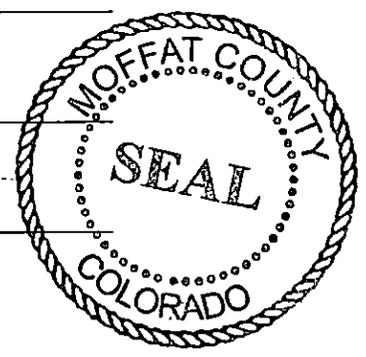
Submitted by: Tori Pingley, Deputy County Clerk and Recorder

Approved by: 



Approved on: July 14, 2015

Attest by: Lila Herrod



PERMITTEE: **E/ADDRESS** (Include Facility Name, Location if Different)
 NAME **Moffat County Road Department**
 ADDRESS **P.O. Box 667**
Craig, CO 81626

NATIONAL POLLUTANT DISCHARGE MONITORING REPORT (DMR)
 (2-16) (17-19)

COR 341635 **001A**
 PERMIT NUMBER DISCHARGE NUMBER

Form Approved
 OMB No. 2040-0004
 Approval expires 05-31-98

FACILITY LOCATION **Limestone Pit #10**
27250 CR 10, Maybell, CO

MONITORING PERIOD
 FROM **2015 04 01** TO **2015 06 30**
 (20-21) (22-23) (24-25) (26-27) (28-29) (30-31)

Check here if No Discharge

NOTE: Read Instructions before completing this form

PARAMETER (32-37)	X	(3 Card Only) (46-53) QUANTITY OR LOADING (54-61)			(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) (54-61)			NO EX (62-63)	FREQUENCY OF ANALYSIS (64-66)	SAMPLE TYPE (69-70)
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM			
TSS										
	SAMPLE MEASUREMENT									
	PERMIT REQUIREMENT									
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SIGN
 HERE

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER John S. Kinkaid, BOCC Chair TYPED OR PRINTED	I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY KNOWLEDGE OF THE PERSONS OR PERSONS WHO MANAGE THE SYSTEM OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.	TELEPHONE		DATE		
		970 824-3211	2015 07 07	AREA CODE	NUMBER	YEAR

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

**PURCHASE OF SERVICE CONTRACT
COLORADO WORKS PROGRAM
SUBSTANCE ABUSE SERVICES
July 1, 2015 to June 30, 2016**

1. THIS CONTRACT, made this _____ day of _____, 2015, by and between the Moffat County Department of Social Services, hereinafter called "Department" and Community Education Center, DBA CAPS, 35 Fairfield Place, West Caldwell, NJ 07006, FEIN #22-345-7238, hereinafter called "Contractor."
2. This contract will be effective from July 1, 2015 to June 30, 2016, no matter the date of execution.
3. Department agrees to purchase and Contractor agrees to provide Substance Abuse Services to eligible participants at 445 North Ranney St., Craig Colorado.
4. Department agrees to purchase and Contractor agrees to furnish service to be billed at the following rates:
 - Substance Abuse Urine Analysis at \$20.00 per occurrence
 - Substance Abuse ETG Urine Analysis at \$25.00 per occurrence

The amount to be expended pursuant to this Agreement shall not exceed Four Thousand Five Hundred dollars and no/100 cents (\$4,500.00). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.
5. Contractor is an independent contractor and shall not be deemed to be an employee of the Department for any purpose. Contractor shall provide all materials necessary to perform all services to be provided as described herein. The Contractor is expected to perform the duties at its own expense, receiving no additional reimbursements for expenses without prior approval from the Department (i.e. computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.). In addition, the Contractor is responsible for all employment expenses of its employees, including tax withholding, worker's compensation, unemployment, retirement, health insurance and other related costs.
6. 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 Department 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 Department monies. Notwithstanding any termination, according to Paragraph 10, the Department shall remain liable for any amounts for prior services provided and not paid so long as services were authorized by the Department as described in Paragraph 7 (b) and billed by Contractor according to Paragraph 9 (e) and (f).
7. Department agrees:
 - a) To determine participant eligibility.
 - b) To provide Contractor with authorization regarding eligibility for a participant as the basis for services to be purchased.
 - c) To provide Contractor with referral information including name, address, and phone number of the participant as appropriate to the referral.
 - d) To monitor the provision of contracted service.
 - e) To pay Contractor after receipt of billing statements for services rendered satisfactorily and in accordance with this Contract.
8. **ILLEGAL ALIEN:** If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

CHANGE ORDER

ORDER NO: 004
DATE: July 2, 2015
AGREEMENT DATE: April 29, 2014

NAME OF PROJECT: Moffat County & City of Craig Shadow Mountain Village Improvements Phase I

OWNER: Moffat County

CONTRACTOR: Rundle Construction Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Work to construct or install these items shall be in accordance with all documentation created during this change order modification process and shall also be provided in accordance with all applicable requirements included in the Contract Documents.

In an effort to utilize a temporary water system for the Contractor to construct the new 10" water main on Aspen, between Willow and Sequoia, it was necessary to cut and cap the existing water main at two locations (at Aspen and Maple, and at Aspen and Sequoia).

During the course of construction on Aspen, north of Willow, the existing storm drain crossing the road was discovered to be in need of replacement. The County has requested that this replaced at this time.

The city of Craig has a plan for the future to install a fiber optic line throughout Shadow Mountain Village. The County has requested that the Contractor provide and install sleeves for the road crossings.

Description:

1. Capping of existing 10" water mains on Aspen at Maple	\$ 1,845.00
2. Capping of existing 10" water main on Aspen, at Sequoia.	\$ 2,050.00
3. Storm drain replacement on Aspen, north of Willow (Price does not include inlet grates. County providing pipe.)	\$ 2,825.45
4. 4" electric conduit, sleeve crossings per County supplied diagram (\$4.82/foot, based on an estimate of 300 feet)	\$ 1,446.00
Total of this change:	\$ 8,166.45

Narrative on above items:

1. Capping of the existing water mains was necessary due to the existing gate valves, which feed the existing water main on Aspen, are not functioning correctly and will not positively stop the flow of water to the existing main. The purpose of the temp water system is to allow the Contractor to construct the new water main without concern for protecting the existing water main and services on Aspen. Full compensation for all labor materials and equipment necessary to perform the work shall be included in the unit price.
2. Capping of the existing water mains was necessary due to the existing gate valves, which feed the existing water main on Aspen, are not functioning correctly and will not positively stop the flow of water to the existing main. The purpose of the temp water system is to allow the Contractor to construct the new water main without concern for protecting the existing water main and services on Aspen. Full compensation for all labor materials and equipment necessary to perform the work shall be included in the unit price.
3. During the subgrade preparation on Aspen, north of Willow, the existing storm drain pipe was revealed. Examination of the existing corrugated metal pipe revealed extensive corrosion and numerous holes. It was determined that this pipe needed replacement to preserve the new road section about to be constructed. The County will supply the new HDPE pipe and Rundle will remove and replace the pipe crossing from the inlet to the west side of the street (behind the new sidewalk). Full compensation for all labor materials (including all concrete collars) and equipment necessary to perform the work shall be included in the unit price.
4. At the request of the city of Craig, the County will have the Contractor install 4" electrical conduits to act as sleeves for a future fiber optic line to be installed throughout Shadow Mountain Village. The installation of these sleeves will allow the fiber optic line to be installed beneath streets which have just been reconstructed without the need to sawcut the new pavement section. Full compensation for all labor materials and equipment necessary to perform the work shall be included in the unit price.
5. The additional days added to this contract via this change order will reconcile all extra days up until this point in time. No additional days prior to this date can be claimed with the acceptance of this change order.

Change to CONTRACT price:	<u>\$ 8,166.45</u>
Original CONTRACT price:	<u>\$ 2,336,146.93</u>
Current CONTRACT price adjusted by previous CHANGE ORDER(s):	<u>\$ 2,458,042.00</u>
The CONTRACT price due to this CHANGE ORDER will be Increased by:	<u>\$ 8,166.45</u>

The new CONTRACT price including this CHANGE ORDER will be: \$ 2,466,208.45

Change to CONTRACT time:

The CONTRACT TIME will be increased by: 12 calendar days.

Date for completion of all WORK will be: September 13, 2015

General Conditions:

Acceptance of this Change Order by the Contractor constitutes full and complete settlement of all time and money for all direct and indirect costs and impacts of the changes described above. Additional requests for time and money because of these changes will not be considered.

This Change Order in no way alters any of the terms and conditions of the Contract except as specifically provided for herein. All original contract provisions for the administration of the construction shall remain in full force and effect and apply to the changes in this Change Order.

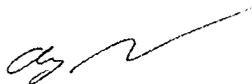
Approvals Required:

To be effective, this ORDER must be approved by the Federal Agency (if applicable) if it changes scope or objective of the WORK, or as may otherwise be required by the SUPPLEMENTARY GENERAL CONDITIONS.

Requested by:

Rundle Construction Inc.

Recommended by:



Chris Lehrman, PE, SGM

Ordered by:

Roy Tipton, Moffat County

Accepted by:

John S. Kincaid, BOCC Chair



Contract Routing Form

Moffat County policy states that contracts, leases, rental, memorandums of understanding or any other agreements of any kind that are binding on the County can only be signed by the Board of County Commissioners. Submit the original contract or agreement with all terms and conditions and this completed routing form to the County Attorney's Office to obtain an authorized signature. Contracts submitted without this form will be returned to the department. A proposed contract will not be placed on the Board of County Commissioners public meeting agenda unless this completed form is timely presented to the County Attorney.

Date: Responsible Department:

Contact Person: Phone No.:

Contract Description (Agenda Text):

Vendor Contact: Vendor Phone No.:

Vendor Address:

Type of Agreement: County Agreement Vendor Agreement Term:

Payments: County pays County receives No payments by either party

Target Board of County Commissioner Date: BOCC Agenda Type: X Consent Action

Notes, Exemption, etc.:

Note: A minimum of two original copies of contract must be prepared. One for the "Other Party" and one for the County Attorney Files.

Department Approval:

As the responsible MANAGER for the contracts originating department, I certify that I am satisfied with the business terms and the description of goods, services, payment amounts, and terms to be provided to or from Moffat County and I do recommend Moffat County enter into this agreement.

Signature: Date:

County Attorney Review/Approval:

Changes Required:

Returned to Originating Department: Received back from Originating Department:

Approved
Original contract sent to Board of County Commissioner for signature:

Moffat County Attorney: *I have reviewed this contract entirely and it (a) does not contain legally prohibited provisions, (b) includes all legally required provisions, and (c) is not otherwise objectionable on legal, as apposed to administrative grounds; except as noted in any attached memorandum.*

County Attorney: Date:

PLEASE RETURN ALL SIGNED ORIGINALS TO THE COUNTY ATTORNEY'S OFFICE

PERMITTEE NAME/ADDRESS (Include Facility Name/Location if Different)
 NAME Moffat County Road Department
 ADDRESS P.O. Box 667
 Craig, CO 81626

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT (DMR)

Form Approved.
 OMB No. 2040-0004
 Approval expires 05-31-98

COR 341635 PERMIT NUMBER
 001A DISCHARGE NUMBER

FACILITY LOCATION Limestone Pit #10
 27250 CR 10, Maybell, CO

MONITORING PERIOD
 FROM 2015 04 01 TO 2015 06 30
 (20-21) (22-23) (24-25) (26-27) (28-29) (30-31)

Check here if No Discharge

NOTE: Read Instructions before completing this form

PARAMETER (32-37)	X	(3 Card Only) QUANTITY OR LOADING (54-61)			(4 Card Only) QUALITY OR CONCENTRATION (54-61)			NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
		AVERAGE (46-53)	MAXIMUM (47-54)	UNITS (55-61)	MINIMUM (38-45)	AVERAGE (46-53)	MAXIMUM (47-54)			
TSS	SAMPLE MEASUREMENT									
	PERMIT REQUIREMENT									
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NAME/TITLE PRINCIPAL EXECUTIVE OFFICER
 John S. Kinkaid,
 BOCC Chair
 TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

John S. Kinkaid
 SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE 970 824-3211
 DATE 2015 07 07
 AREA CODE NUMBER YEAR MO DAY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)



Contract Routing Form

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Date: Responsible Department:

Contact Person: Phone No.:

Contract Description (Agenda Text):

Vendor Contact: *Kalra-*

Vendor Phone: / *973-226-2900 Debra Bischoff*

Vendor Address:

Type of Agreement: Standard County Agreement Vendor Agreement Term:

Bid Required Yes No Date Awarded:

Payments: County pays County receives \$ No payments by either party

Target Board of County Commissioner Date: / BOCC Agenda Type: Consent Action

Notes, Exemption, etc.:

Note: A minimum of two original copies of contract must be prepared. One for the "Other Party" and one for the County Attorney Files.

Department Approval:

As the responsible MANAGER for the contracts originating department, I certify that I am satisfied with the business terms and the description of goods, services, payment amounts, and terms to be provided to or from Moffat County and I do recommend Moffat County enter into this agreement. All MC purchasing procedures including bid requirements have been followed.

Signature: Date:

County Attorney Review/Approval: *galen.medley@cecintl.com*

Changes Required:

Returned to Originating Department: Received back from Originating Department:

Approved Original contract sent to Board of County Commissioner for signature: Date:

Moffat County Attorney: *I have reviewed this contract entirely and it (a) does not contain legally prohibited provisions, (b) includes all legally required provisions, and (c) is not otherwise objectionable on legal, as apposed to administrative grounds; except as noted in any attached memorandum.*

County Attorney: Date:

PLEASE RETURN ALL SIGNED ORIGINALS TO THE COUNTY ATTORNEY'S OFFICE

emailed to Galen on 6/15

**PURCHASE OF SERVICE CONTRACT
COLORADO WORKS PROGRAM
SUBSTANCE ABUSE SERVICES
July 1, 2015 to June 30, 2016**

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6. 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 Department 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 Department monies. Notwithstanding any termination, according to Paragraph 10, the Department shall remain liable for any amounts for prior services provided and not paid so long as services were authorized by the Department as described in Paragraph 7 (b) and billed by Contractor according to Paragraph 9 (e) and (f).
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 - a) To determine participant eligibility.
 - b) To provide Contractor with authorization regarding eligibility for a participant as the basis for services to be purchased.
 - c) To provide Contractor with referral information including name, address, and phone number of the participant as appropriate to the referral.
 - d) To monitor the provision of contracted service.
 - e) To pay Contractor after receipt of billing statements for services rendered satisfactorily and in accordance with this Contract.
8. **ILLEGAL ALIEN:** If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

- A. Contractor/Consultant shall not:
- (i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - (ii) Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- B. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
- C. Contractor/Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
- D. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
- (i) Notify the subcontractor and the County within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- E. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
- F. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.
- G. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the County terminates the Contract for such breach.
9. Contractor agrees:
- a) Not to assign any provision of this Contract to a subcontractor.
 - b) Not to charge clients any fees related to services provided under this Contract.
 - c) To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
 - d) To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
 - e) To provide the service described herein at cost not greater than that charged to other persons in the same community.
 - f) To submit a billing statement in a timely manner, by the 5th working day of the month following provision of service. Failure to do so may result in nonpayment.
 - g) To safeguard information and confidentiality of the participant and the participant's family in accordance with rules of the Colorado Department of Human Services, the County Departments of Social Services, and laws of the United States and State of Colorado.

- h) To provide the Department with reports on diluted, positive and no show referrals within 1 week.
- i) To provide any duly authorized representative of the Department or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j) To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract. The Contractor also agrees to indemnify and hold the Department harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.
- k) **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;

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

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

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

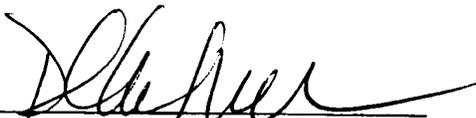
10. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.

MOFFAT COUNTY
DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR



DATE: July 7, 15



Community Education Center, DBA CAPS

MOFFAT COUNTY BOARD
OF COMMISSIONERS



John S. Kinkaid, Chairperson
DATE: July 7, 15

CHANGE ORDER

ORDER NO: 004
DATE: July 2, 2015
AGREEMENT DATE: April 29, 2014

NAME OF PROJECT: Moffat County & City of Craig Shadow Mountain Village Improvements Phase I

OWNER: Moffat County

CONTRACTOR: Rundle Construction Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Work to construct or install these items shall be in accordance with all documentation created during this change order modification process and shall also be provided in accordance with all applicable requirements included in the Contract Documents.

In an effort to utilize a temporary water system for the Contractor to construct the new 10" water main on Aspen, between Willow and Sequoia, it was necessary to cut and cap the existing water main at two locations (at Aspen and Maple, and at Aspen and Sequoia).

During the course of construction on Aspen, north of Willow, the existing storm drain crossing the road was discovered to be in need of replacement. The County has requested that this replaced at this time.

The city of Craig has a plan for the future to install a fiber optic line throughout Shadow Mountain Village. The County has requested that the Contractor provide and install sleeves for the road crossings.

Description:

1. Capping of existing 10" water mains on Aspen at Maple	\$ 1,845.00
2. Capping of existing 10" water main on Aspen, at Sequoia.	\$ 2,050.00
3. Storm drain replacement on Aspen, north of Willow (Price does not include inlet grates. County providing pipe.)	\$ 2,825.45
4. 4" electric conduit, sleeve crossings per County supplied diagram (\$4.82/foot, based on an estimate of 300 feet)	\$ 1,446.00
Total of this change:	\$ 8,166.45

Narrative on above items:

1. Capping of the existing water mains was necessary due to the existing gate valves, which feed the existing water main on Aspen, are not functioning correctly and will not positively stop the flow of water to the existing main. The purpose of the temp water system is to allow the Contractor to construct the new water main without concern for protecting the existing water main and services on Aspen. Full compensation for all labor materials and equipment necessary to perform the work shall be included in the unit price.
2. Capping of the existing water mains was necessary due to the existing gate valves, which feed the existing water main on Aspen, are not functioning correctly and will not positively stop the flow of water to the existing main. The purpose of the temp water system is to allow the Contractor to construct the new water main without concern for protecting the existing water main and services on Aspen. Full compensation for all labor materials and equipment necessary to perform the work shall be included in the unit price.
3. During the subgrade preparation on Aspen, north of Willow, the existing storm drain pipe was revealed. Examination of the existing corrugated metal pipe revealed extensive corrosion and numerous holes. It was determined that this pipe needed replacement to preserve the new road section about to be constructed. The County will supply the new HDPE pipe and Rundle will remove and replace the pipe crossing from the inlet to the west side of the street (behind the new sidewalk). Full compensation for all labor materials (including all concrete collars) and equipment necessary to perform the work shall be included in the unit price.
4. At the request of the city of Craig, the County will have the Contractor install 4" electrical conduits to act as sleeves for a future fiber optic line to be installed throughout Shadow Mountain Village. The installation of these sleeves will allow the fiber optic line to be installed beneath streets which have just been reconstructed without the need to sawcut the new pavement section. Full compensation for all labor materials and equipment necessary to perform the work shall be included in the unit price.
5. The additional days added to this contract via this change order will reconcile all extra days up until this point in time. No additional days prior to this date can be claimed with the acceptance of this change order.

Change to CONTRACT price:	<u>\$ 8,166.45</u>
Original CONTRACT price:	<u>\$ 2,336,146.93</u>
Current CONTRACT price adjusted by previous CHANGE ORDER(s):	<u>\$ 2,458,042.00</u>
 The CONTRACT price due to this CHANGE ORDER will be increased by:	 <u>\$ 8,166.45</u>

The new CONTRACT price including this CHANGE ORDER will be: \$ 2,466,208.45

Change to CONTRACT time:

The CONTRACT TIME will be increased by: 19 calendar days.

Date for completion of all WORK will be: September 20, 2015

General Conditions:

Acceptance of this Change Order by the Contractor constitutes full and complete settlement of all time and money for all direct and indirect costs and impacts of the changes described above. Additional requests for time and money because of these changes will not be considered.

This Change Order in no way alters any of the terms and conditions of the Contract except as specifically provided for herein. All original contract provisions for the administration of the construction shall remain in full force and effect and apply to the changes in this Change Order.

Approvals Required:

To be effective, this ORDER must be approved by the Federal Agency (if applicable) if it changes scope or objective of the WORK, or as may otherwise be required by the SUPPLEMENTARY GENERAL CONDITIONS.

Requested by:		Rundle Construction Inc.
Recommended by:		Chris Lehrman, PE, SGM
Ordered by:		Roy Tipton, Moffat County
Accepted by:		John S. Kincaid, BOCC Chair



Contract Routing Form

Moffat County policy states that contracts, leases, rental, memorandums of understanding or any other agreements of any kind that are binding on the County can only be signed by the Board of County Commissioners. Submit the original contract or agreement with all terms and conditions and this completed routing form to the County Attorney's Office to obtain an authorized signature. Contracts submitted without this form will be returned to the department. A proposed contract will not be placed on the Board of County Commissioners public meeting agenda unless this completed form is timely presented to the County Attorney.

Date: Responsible Department:

Contact Person: Phone No.:

Contract Description (Agenda Text):

Vendor Contact: *deborah.kalra-bischoff*

Vendor Phone:

Vendor Address:

Type of Agreement: Standard County Agreement Vendor Agreement Term:

Bid Required Yes No Date Awarded:

Payments: County pays County receives \$_____ No payments by either party

Target Board of County Commissioner Date: BOCC Agenda Type: Consent Action

Notes, Exemption, etc.: ~~_____ increase to cover _____
_____ expenses~~

Note: A minimum of two original copies of contract must be prepared. One for the "Other Party" and one for the County Attorney Files.

Department Approval:

As the responsible MANAGER for the contracts originating department, I certify that I am satisfied with the business terms and the description of goods, services, payment amounts, and terms to be provided to or from Moffat County and I do recommend Moffat County enter into this agreement. All MC purchasing procedures including bid requirements have been followed.

Signature: Date:

County Attorney Review/Approval:

Changes Required:

Returned to Originating Department: Received back from Originating Department:

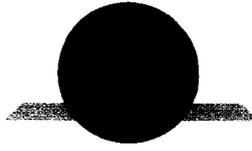
Approved
Original contract sent to Board of County Commissioner for signature: Date: _____

Moffat County Attorney: I have reviewed this contract entirely and it (a) does not contain legally prohibited provisions, (b) includes all legally required provisions, and (c) is not otherwise objectionable on legal, as apposed to administrative grounds; except as noted in any attached memorandum.

County Attorney: Date:

PLEASE RETURN ALL SIGNED ORIGINALS TO THE COUNTY ATTORNEY'S OFFICE

Sent to contractor on 6/25



COMMUNITY EDUCATION CENTERS

June 30, 2015

VIA FEDERAL EXPRESS

Susan R. Bengston
Moffat County Paralegal
221 West Victory Way, Suite 120
Craig, Colorado 81625

**Re: Third Addendum to Purchase of Service Contract
Core Services Program – Substance Abuse Services
Between Five County Northwest Region including Grand,
Jackson, Moffat, Rio Blanco and Routt Counties and
Community Education Center d/b/a CAPS
June 1, 2014 through May 31, 2015**

Dear Ms. Bengston:

Enclosed please find an original Third Addendum to the Purchase of Service Contract of the above-referenced matter from June 1, 2014 through May 31, 2015, signed on June 29, 2015 by Debra Shannon, Executive Vice President and General Counsel of Community Education Centers, Inc. Please send me a copy of Third Addendum Contract when it is fully executed.

Feel free to contact me should you have any questions. You may reach me at (973)226-2900, ext. 241. Thank you.

Very truly yours,

Deborah J. Kalra-Bischoff
Legal Secretary to Debra Shannon, Esq.,
Galen G. Medley, Esq. and Paula D. Clark, Esq.

Enclosure

**THIRD ADDENDUM TO PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
SUBSTANCE ABUSE SERVICES
June 1, 2014 – May 31, 2015**

1. THIS CONTRACT, made this _____ day of _____, 2015, by and between the Five County Northwest Region, including Grand, Jackson, Moffat, Rio Blanco and Routt Counties, through its fiscal agent Moffat County, hereinafter called "Counties," and Community Education Center, DBA CAPS, 35 Fairfield Place, West Caldwell, NJ 07006, FEIN #22-345-7238, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2014, until May 31, 2015, no matter the date of execution.
3. Counties agree to purchase and Contractor agrees to provide **Substance Abuse Services** to eligible youth and families at the school or at other such location as shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Service Plan, which are incorporated by reference herein.
4. Paragraph 4 of the Contract is modified to read as follows:

The amount to be expended pursuant to this Agreement shall not exceed Nine Thousand Four Hundred Fifty dollars and no/100 cents (\$9,450.00). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.
5. All other provisions of the contract remain in effect.

FIVE COUNTY NORTHWEST REGION BY
FISCAL AGENT MOFFAT COUNTY DEPARTMENT
OF SOCIAL SERVICES



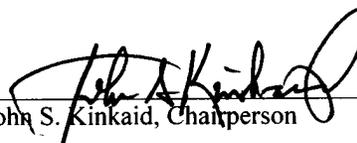
DATE: July 7, 15

CONTRACTOR



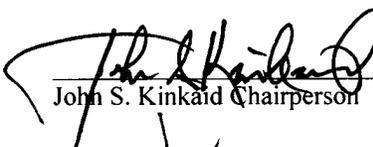
Debra Shannon, EVP/General Counsel
Community Education Center, DBA CAPS
DATE: 6/29/15

FIVE COUNTY NORTHWEST REGION BY
FISCAL AGENT MOFFAT COUNTY BOARD
OF SOCIAL SERVICES



John S. Kinkaid, Chairperson
DATE: July 7, 15

MOFFAT COUNTY BOARD
OF COMMISSIONERS



John S. Kinkaid, Chairperson
DATE: July 7, 15



McMAHAN AND ASSOCIATES, L.L.C.

Certified Public Accountants and Consultants

CHAPEL SQUARE, BLDG C
245 CHAPEL PLACE, SUITE 300
P.O. Box 5850, AVON, CO 81620

WEB SITE: WWW.MCMAHANCPA.COM
MAIN OFFICE: (970) 845-8800
FACSIMILE: (970) 845-8108
E-MAIL: MCMAHAN@MCMAHANCPA.COM

**Board of County Commissioners
Moffat County, Colorado
Craig, Colorado**

We have audited the financial statements of Moffat County, Colorado (the "County") for the year ended December 31, 2014. Professional standards require that we provide you with the following information related to our audit.

Qualitative Aspects of Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the County are described in the Notes to the Financial Statements. There have been no changes in significant accounting policies or their application during 2014. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Estimated allowance for uncollectible receivables at December 31, 2014, which management has based on industry practice and experience, including actual collections since year-end.
- Estimated useful lives for capital assets subject to depreciation, which management has based on industry practice and experience.
- Estimated asset value of gravel inventory, which management has based on actual costs incurred and overhead allocated to crush gravel per estimated cubic yard of gravel produced.
- Estimated liability for closure and post-closure costs for landfill. This is based on estimated future costs, estimated capacity remaining and estimated monitoring period subsequent to closure.

We have evaluated these estimates and find them reasonable.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Member: American Institute of Certified Public Accountants

PAUL J. BACKES, CPA, CGMA
MICHAEL N. JENKINS, CA, CPA, CGMA
DANIEL R. CUDAHY, CPA, CGMA

AVON: (970) 845-8800
ASPEN: (970) 544-3996
FRISCO: (970) 668-3481

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The following misstatements, detected as a result of audit procedures, were corrected by management:

- Adjust investments to market value.
- Adjust depreciation expense to agree to supporting detail.
- Record non-cash activity related to refunding certificates of participation.
- Adjust for interest capitalized for lease purchase fund.
- Reduce receivable and related revenue for duplicate recording.
- Reduce revenue and increase claims expense for premiums and claims activity.

Management Representations

As is required in an audit engagement we have requested certain representations from management that are included in the management representation letter.

In planning and performing our audit of the basic financial statements of the County as of and for the year ended December 31, 2014, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, we considered the County's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

We noted the following opportunities for improvement of the County's internal control and business practices:

Investment Valuation

In accordance with generally accepted accounting policies for local governments, the County's investments are to be reported at fair value at the financial statement date. Some of the investments held by the County Treasurer and other County funds required an audit entry to adjust these investments to market value at December 31, 2014.

Nepotism Policy

The County's Nepotism Policy expressly prohibits employees from being hired if employment would create a supervisory relationship between immediate family members. The County's Weed and Pest Management department appears to be in violation of this policy.

Cash Handling Policy

The County's cash handling policy requires for all cash collection points, deposit of any collections exceeding \$500 with the Treasurer within 24 hours, cash to be reconciled separately to the register tape from checks/credit cards and approval of any voided receipts by the department head. We noted some violations of this policy, which are detailed below:

- We would like to remind the Clerk and Recorder Department that it is a key control that all daily cash receipts are reconciled back to their applicable payment method. The treasurer's deposit should always agree to the cash tendering report (e.g., cash, check, credit card).
- ✕ • Although we were able to see that a void and delete report is included in the Clerk and Recorder's month-end packet, we were unable to verify that this was approved by the department head because our copy was not signed.
- ✕ • We noted checks exceeding \$500 at the Weed and Pest Management department that were not deposited with the Treasurer within 24 hours.

We recommend that the County increase monitoring over compliance with its cash handling policies at cash collection points. Further, we recommend that the County consider revising the policy to include additional segregation of duties at cash collection points by requiring separate cash drawers for each employee who collects cash.

Inventory Observation

Per discussion with County personnel, the Weed and Pest Management department's chemical inventory is counted annually. However, we were unable to obtain evidence of the count performed at December 31, 2014. We recommend that the department perform this inventory count annually on December 31st and remit to the Finance Department timely to ensure proper recording in the financial statements.

Component Units

The American Institute of CPAs auditing standard AU-C Section 600, Special Consideration – Audits of Group Financial Statements, requires us to inform the Board of County Commissioners that the Memorial Hospital, a discretely-presented component unit of the County, had the following significant deficiencies in the internal control over financial reporting and on compliance reported in their audit:

Cash Reconciliations

Cash was not adequately or timely reconciled in 2014. The operating cash was improperly stated at year-end and the account had not been reconciled to the bank statements since September 2014.

Auditor Detected Adjusting Journal Entries

A significant adjustment was necessary to decrease the estimated third-party settlements receivable balance.

This report is intended solely for the information and use of the County Commissioners, management, and others within the organization and is not intended to be, and should not be, used by anyone other than those specified parties.

Sincerely,

McMahan and Associates, L.L.C.

McMahan and Associates, L.L.C.
June 16, 2015

