

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

221 W Victory Way, Suite 130 Craig, Colorado 81625

(970) 824-5517

(970) 824-9191 fax

Don Cook  
District 1

Ray Beck  
District 2

Donald Broom  
District 3

**Board Meeting Agenda**

*Minutes will be recorded for these formal meetings*

Tuesday, August 18, 2020

8:30 am Pledge of Allegiance/Moment of Silence

**Call to order by the Chairman**

Approval of the agenda

**Consent Agenda -**

Review & Sign the following documents:

Approve minutes:

- a) August 4 & 10 (pgs 3-5 & 6 & 7)
- b) August 10 CBOE Hearing minutes (pg 8)
- c) 2020-78: Resolution for Transfer of Payroll Warrants (pg 9)
- d) 2020-79: Transfer of Payment of Warrants for the month of August (pg 10)
- e) 2020-80: Voided Warrants for the month of August (pgs 11 & 12)
- f) Core Services Mental Health Services contract w/T. Schneider Counseling (pgs 13-19 & 20-26)
- g) Core Services Sexual Abuse Treatment contract w/D. Nahum (pgs 27-30)
- h) Core Services Safe Home Study contract w/J. Thompson (pgs 31-37)

**Public Comment, General Discussion & BOCC Reports:**

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

BOCC :

- General Discussion
- 3) Aviation Day Proclamation (pg 38)

**Staff Reports:**

Office of Development Services – Roy Tipton

- 4) Bid recommendation – (2) Roof Top Unit(s) @ the Public Safety Center (pgs 39-41)

Road & Bridge Department – Dan Miller

- 5) Monthly report (pg 42)



1:11 PM8/17/2020

Sheriff's Office – KC Hume

- 6) Resolution 2020-81: Establishing a Stage 2 Restriction on Open Fires and Open Burning in the Unincorporated Areas of Moffat County (pgs 43-45)

### Adjournment

The next scheduled BOCC meeting will be Tuesday, September 1, 2020 - 8:30 am

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

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

For remote participation in this meeting, please follow these instructions:

1. Call 1-303-459-6026
2. Enter the conference code of 1416728. The caller will automatically join the call. If the conference call has not been started yet by the person hosting the call, press 1 to join the waiting room.



1:11 PM 8/17/2020

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

August 4, 2020

In attendance: Ray Beck, Chair; Don Cook, Board Member; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Josh Carney ; Sheli Steele; Shauana Merrill; Rebecca Tyree; Roy Tipton; Jayne Morley; Tom Kleinschnitz; Ken Wergin; Melody Villard; Dan Miller; Bruce White; Lennie Gillam; Scott Pankow;(by phone) Lisa Bennett

Call to Order  
Pledge of Allegiance/Moment of Silence

Commissioner Beck called the meeting to order

Beck explained that originally, there was supposed to be a Fair Board appointment on the agenda, but because the next round of Fair Board appointments will be the end of October, that selection will be put on hold until then.

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

Consent Agenda -

Review & Sign the following documents: (see attached)

Approve minutes:

- a) July 21 & 27
- b) 2020-75: Transfer of Payment of Warrants for the month of August
- c) 2020-76: Resolution for Transfer of Payroll Warrants
- d) Clerk's office Electronic Recording agreement w/SYNRGO
- e) Core Services Mental Health Services contract w/A&S Counseling
- f) Core Services Mental Health Services contract w/Relate, Restore, Repair
- g) May & June DHS Electronic Transactions
- h) CO Youth Detention Continuum 14<sup>th</sup> Judicial District Sub-Grantee agreement
- i) Binti Software contract with DHS
- j) Letter of Consent for Hwy 13 Wildlife Gates & Guards
- k) CDOT Maintenance Agreement for State Highways 317, 318, & 394

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

Public Comments, General Discussion & BOCC Reports:

BOCC:

- General Discussion was held among the Board:

✓ Broom: Encouraged the public to support the County Fair.

✓ Cook:

- Discussed the amount of money that the county has received from COVID CARES Act funds.
- Spoke about COVID numbers in Moffat and Routt counties.

## ✓ Beck:

- A new senior bus will be purchased with COVID Relief Funds.
- Reminded the public about Stage 1 Fire Restrictions and talked about the current wildfire situation.
- Just Transition draft plan submitted to the state on August 1. Final plan must be submitted to the State by December 31.
- ChargePoint charging station at the Dinosaur Welcome Center is in place and operational.

## Public Comment:

Scott Pankow, the new school superintendent, got up and introduced himself and talked about what he and the School District personnel have been doing to get the kids back in school.

Lennie Gillam, Moffat County Maintenance & Facilities Head, spoke about the decision to close Loudy-Simpson Park from 7 am – 5 pm, Monday through Friday, in concerns for public safety during the power upgrade project that is taking place right now. Roy Tipton also reminded the public that the boat ramp is closed at this time and unavailable for use if they are floating the river.

Jayne Morley commented on the great attitude of the employee that cleans the Maybell Park. Morley also presented the BOCC with a set of questions and concerns regarding the COVID-19 testing results. She also asked about the public comment letter she had asked the commissioners to issue at the last meeting. The BOCC responded that they have said all along that they never wanted to be more restrictive and always have emphasized personal responsibility. The BOCC feel like the Sheriff said everything that needed to be said in his public comment letter.

Josh Carney requested more consistency in the day of the week reporting on COVID cases/numbers.

Lisa Bennett expressed a concern about truck drivers driving too fast on CR 7 and using jake brakes to slow down before they get to the intersection by Murdochs. She would like to see a noise ordinance in that area. Rebecca Tyree stated that if a noise ordinance was enacted, it would have to be county-wide.

Representatives from “Peace Road 2020” got up and spoke about their cause.

## Staff Reports:

Road & Bridge Department – Dan Miller & Bruce White  
Striping Bid recommendation (see attached)

Miller presented two bids for the annual road striping project (48 miles worth):

- Stripe A Lot Inc. \$51,402.00
- American Striping Company \$98,245.00

Miller recommended that the bid from Stripe A Lot be accepted.

Broom made a motion to approve the bid from Stripe A Lot for \$51,402. Cook seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:11 am

The next scheduled BOCC meeting is Tuesday, August 18, 2020

Submitted by:  
Erin Miller, Deputy Clerk and Recorder

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

\_\_\_\_\_

\_\_\_\_\_

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

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



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

August 10, 2020 – Special Meeting

In attendance: Ray Beck, Chair; Don Cook, Board Member; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Josh Carney; Rebecca Tyree; Roy Tipton

Call to Order  
Pledge of Allegiance

Commissioner Beck called the meeting to order  
Broom made a motion to approve the agenda as presented. Cook seconded the motion. Motion carried 3-0.

Consent Agenda -

- Review & Sign the following document: (see attached)
- a) Stripe A Lot Road Striping agreement

Cook made a motion to approve the consent agenda item A. Broom seconded the motion. Motion carried 3-0.

Staff Reports:

Office of Development Services – Roy Tipton

- Request approval for purchase of Senior Van w/COVID Funds (see attached)

Tipton presented information regarding the purchase of a new senior bus with COVID Cares Funds. The current senior van (2010) would go to Dinosaur. The 2002 GMC van Dinosaur is using will be sold. He has been working with a dealer in Colorado Springs to purchase this van; it would be coming out of Indiana, where the factory is. We could look for delivery in approximately 60 days after the order is placed.

Cook made a motion to approve the purchase of a Senior Van w/CRVF Funds for \$64, 478. Broom seconded the motion. Motion carried 3-0.

- Wagner Construction contract change order for Loudy-Simpson Park Boat Ramp

Originally, Trapper had pledged 2 foot rock to this project, but the rock that they have available, as well as any rock that Moffat County might have available, does not meet the engineering density specs. Wagner is able to supply rock that meets the specifications. The contract changes from a price per 2 foot rock to a price per ton so that we get rock that is 2 to 4 foot in size. The increase in contract price reflects the larger rock and an increase in quantity. This change order also includes a change in the design of the river deflectors adding 2 feet to the top elevation, and adds erosion control downstream of the boat ramp. The original contract was \$166,000; the change order is \$23,840. Tipton said it will be tight, but we should be able to make it within budget.

Broom made a motion to approve the contract change order for Wagner Construction on the Loudy-Simpson Park Boat Ramp project. Cook seconded the motion. Motion carried 3-0.

County Attorney – Rebecca Tyree

Present Resolution 2020-77: Amending Resolution 2020-74 – Referendum on Term Limits So It Complies with Election Rule 4.5.2

Tyree presented Resolution 2020-77: Amending Resolution 2020-74 – Referendum on Term Limits So It Complies with Election Rule 4.5.2. The original resolution had to be re-titled because the citizens group that brought it before the BOCC had titled it “Referred Measure 1A”. That is incorrect; only election officials can assign letters/numbers to ballot measures. At this point, it is simply called “Moffat County Ballot Question”.

Cook made a motion to approve Resolution 2020-77: Amending Resolution 2020-74 – Referendum on Term Limits So It Complies with Election Rule 4.5.2. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:13 am

The next scheduled BOCC meeting is Tuesday, August 18, 2020

Submitted by:  
Erin Miller, Deputy Clerk and Recorder

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

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

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

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

August 10, 2020

**County Board of Equalization Hearing**

**In attendance:** Ray Beck, Chairman; Donald Broom, Vice Chair; Don Cook, Board Member; Erin Miller, Moffat County (Deputy) Clerk & Recorder; Chuck Cobb, Moffat County Assessor; Rebecca Tyree, Moffat County Attorney

**Call to Order**

County Attorney, Rebecca Tyree, presented a settlement agreement (see attached) to the CBOE from Walmart for their 2019 Business Personal Property Taxes. Tyree contacted Walmart’s attorney about settling this prior to the November 3<sup>rd</sup> district court date. Tyree consulted with County Assessor, Chuck Cobb, to see what numbers would work in the County’s favor. A refund of \$1018.00 will be issued to Walmart for Tax Year 2019.

Cobb came before the BOE to remind them of the background of this case and supply the figures associated with it.

Cook moved to approve the settlement agreement with Walmart for 2019 Business Personal Property Taxes. Broom seconded the motion. Motion carried 3-0.

**Meeting Adjourned 9:26 am**

Submitted by: Erin Miller, (Deputy) Clerk & Recorder

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

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

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

RESOLUTION 2020-78  
 PAYMENT OF PAYROLL WARRANTS  
 PAYROLL ENDING 8/08/2020

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:

**8/17/2020**

**FROM FUND:**

General	0010.7000	\$324,968.00	cr
Road & Bridge	0020.7000	\$196,153.33	cr
Landfill	0070.7000	\$17,210.64	cr
Airport	0120.7000	\$2,639.04	cr
Library	0130.7001	\$11,058.40	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,865.10	cr
Mo Co Tourism	0320.7000	\$3,184.22	cr
PSC Jail	0072.7000	\$80,324.36	cr
Human Services	0030.7100	\$100,962.48	cr
Public Health	0065.7000	\$9,230.62	cr
SM I	0168.7000	\$5,253.13	cr
SM II	0169.7000	\$5,635.58	cr

**TO FUND:**

Warrant	0100.1000	\$764,484.90	dr
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Adopted this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2020

\_\_\_\_\_  
 Chairman

STATE OF COLORADO )

)ss.

COUNTY OF MOFFAT )

I, Tammy Raschke, County Clerk and Ex-officio Clerk to the Board of  
 County Commissioners, County of Moffat, State of Colorado do hereby certify:

RESOLUTION 2020-79  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF AUGUST 2020

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:	8/18/2020		
General	01	<u>\$126,986.58</u>	CR	0010.7000
Road & Bridge	02	<u>\$63,602.89</u>	CR	0020.7000
Landfill	04	<u>\$72,823.41</u>	CR	0070.7000
Airport	06	<u>\$584.42</u>	CR	0120.7000
Emergency 911	07	<u>\$581.48</u>	CR	0350.7000
Capital Projects	08	<u>\$34,421.81</u>	CR	0160.7000
Conservation Trust	11	<u>\$1,538.04</u>	CR	0060.7000
Library	12	<u>\$3,842.20</u>	CR	0130.7001
Maybell Sanitation	13	<u>\$1,862.76</u>	CR	0280.7000
Health & Welfare	14	<u>\$77,268.49</u>	CR	0080.7000
Senior Citizens	15	<u>\$2,937.33</u>	CR	0170.7000
Internal Service Fund	16		CR	0325.7000
Lease Purchase Fund	17		CR	0175.7000
NCT Telecom	18	<u>\$1,719.47</u>	CR	0166.7000
Mo Co Tourism Assoc	19	<u>\$2,232.80</u>	CR	0320.7000
PSC - JAIL	21	<u>\$43,891.80</u>	CR	0072.7000
Human Sevices	22	<u>\$14,686.14</u>	CR	0030.7100
Public Health	25	<u>\$4,105.80</u>	CR	0065.7000
Sunset Meadows I	27	<u>\$6,870.73</u>	CR	0168.7000
Sunset Meadows I Security	27		CR	0167.7000
Sunset Meadows II	28	<u>\$10,899.38</u>	CR	0169.7000
Sunset Meadows II Security	28		CR	0171.7000
Museum of NW Colorado	29	<u>\$10,179.04</u>	CR	0310.7000
Shadow Mountain LID	30	<u>\$26.00</u>	CR	0110.7000
MC Local Marketing District	31	<u>\$20,685.20</u>	CR	0050.7000
To Fund				
Warrant		<u>\$501,745.77</u>	DR	

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Chairman

RESOLUTION 2020-80  
VOIDED WARRANTS RESOLUTION  
FOR THE MONTH OF AUGUST

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:

8/18/2020

TO: WARRANT FUND		10-0000-2003		\$ 5,241.64 dr	
VOID FUND	WARRANT #		VENDOR NAME		
Sunset Meadows 2	427463	10/1/2019	Estate of Judith Wheeler State Date	\$	186.66
Road & Bridge	429304	6/23/2020	Locksmiths of Craig Wrong Vendor Paid	\$	625.00
Health & Welfare	7022020	7/2/2020	Delta Dental Credit on Account	\$	889.98
General	429392	7/7/2020	Iris Franklin Fair Judge - Cancelled Open Classes	\$	150.00
General	429394	7/7/2020	Eva Jean Seely Fair Judge - Cancelled Open Classes	\$	150.00
General	429395	7/7/2020	Jean Wood Fair Judge - Cancelled Open Classes	\$	150.00
General	429400	7/7/2020	Bonita Naugle Fair Judge - Cancelled Open Classes	\$	300.00
General	429401	7/7/2020	Rita Herold Fair Judge - Cancelled Open Classes	\$	300.00
General	429403	7/7/2020	Kristin Walter Fair Judge - Cancelled Open Classes	\$	150.00
General	429408	7/7/2020	Dale Hallebach Fair Judge - Cancelled Open Classes	\$	150.00
General	429412	7/7/2020	William Stewart Fair Judge - Cancelled Open Classes	\$	150.00
General	429416	7/7/2020	Barbara Ficke Fair Judge - Cancelled Open Classes	\$	150.00
General	429425	7/7/2020	Steamboat Flora & Gifts Fair Judge - Cancelled Open Classes	\$	150.00
General	429426	7/7/2020	Rena Horn Fair Judge - Cancelled Open Classes	\$	150.00
General	429446	7/7/2020	Carol Crane Fair Judge - Cancelled Open Classes	\$	150.00
General	429447	7/7/2020	Margaret Tullis Fair Judge - Cancelled Open Classes	\$	150.00
General	429448	7/7/2020	John Robert Anglim Fair Judge - Cancelled Open Classes	\$	150.00
General	429591	7/17/2020	Stephen LeValley Fair Judge - Cancelled Open Classes	\$	150.00
General	429525	7/21/2020	Donna Mae Hoots Fair Judge - Cancelled Open Classes	\$	150.00
General	429538	7/21/2020	Alter Rosary Society Fair Security - Cancelled	\$	300.00
General	429565	7/21/2020	Kimberly Keith Fair Judge - Cancelled Open Classes	\$	150.00
General	429570	7/21/2020	Christian Cowboy Ministries Fair Cowboy Church Cancelled	\$	240.00

General	429571	7/21/2020	Daisy Boulter Fair Judge - Cancelled Open Classes	\$ 150.00
FROM: WARRANT FUND		10-0000-1001		\$ 5,241.64 cr
<hr/> Chairman				
STATE OF COLORADO	)			
	)ss.			
COUNTY OF MOFFAT	)			
I, Tammy Raschke, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted on the date stated.				
WITNESS my hand and seal this _____ day of _____ A.D. 2020				

**PURCHASE OF SERVICE CONTRACT  
CORE SERVICES PROGRAM  
MENTAL HEALTH SERVICES  
June 1, 2019 – May 31, 2020**

1. THIS CONTRACT, made this 1 day of June, 2020, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Tiana Schneider Counseling, LLC, 40517 Steamboat Drive, Steamboat Springs, CO 80487, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2019, until May 31, 2020, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Services** to eligible youth and families at a location that 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. County agrees to purchase and Contractor agrees to furnish services to be billed at the following rates:
  - Mental Health Assessment - \$85.00 / hour
  - Individual Counseling - \$100.00 / hour
  - If a client / family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and contractor contacts County the same day as the missed appointment, the County will pay the negotiated rate of the missed service three times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement shall not exceed Ten Thousand dollars and no/100 cents (\$10,000.00). 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 shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

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

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat County Board of County Commissioners. Contractor also agrees to indemnify and hold Moffat County, Colorado, and its elected officials and employees harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.

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 County 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 County's monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 9 (e) and (f).
7. County agrees:
  - a) To determine child eligibility.
  - b) To provide Contractor with authorization regarding eligibility for a child or family as the basis for services to be purchased.
  - c) To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
  - d) To monitor the provision of contracted service.
  - e) To pay Contractor after timely receipt of billing statements according to paragraph 9(f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor/Consultant is legally present in the United States. 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 terminate 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 by the 5<sup>th</sup> working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g) To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and laws of the United States and State of Colorado.
- h) To provide County with reports on the provision of service as follows:
  - Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to County's approval.
  - At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment/participation.
  - Every session that is billed for must have a thorough treatment note. Treatment notes must be different for each session.
- i) To provide any duly authorized representative of the County 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 County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
- k) **Insurance.** At all times during the term of this Contract, 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 Contract, 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 Contract, 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.

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Date: 10/03/19 Initials: MICHELE  
**CERTIFICATE OF INSURANCE**

ALLIED WORLD INSURANCE COMPANY  
C/O: American Professional Agency, Inc.  
95 Broadway, Amityville, NY 11701  
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

**THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.**

Name and Address of Named Insured:  
TIANA SCHNEIDER COUNSELING LLC  
40517 STEAM BOAT DRIVE  
STEAMBOAT SPR CO 80487

Additional Named Insureds:  
TIANA SCHNEIDER

Type of Work Covered: MENTAL HEALTH COUNSELOR  
Location of Operations: N/A  
(If different than address listed above)

**Claim History:**

Retroactive date is 10/09/2018

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5005-0856	10/09/19	10/09/20	1,000,000 1,000,000

**NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSURED WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.**

**Comments:**

**This Certificate Issued to:**

**Name:** TIANA SCHNEIDER COUNSELING LLC  
40517 STEAM BOAT DRIVE

**Address:** STEAMBOAT SPR CO 80487

APA 00138 00 (06/2014)

  
Authorized Representative

**PURCHASE OF SERVICE CONTRACT**  
**CORE SERVICES PROGRAM**  
**MENTAL HEALTH SERVICES**  
*June 1, 2020 – May 31, 2021*

1. THIS CONTRACT, made this 1 day of June, 2020, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Tiana Schneider Counseling, LLC, 40517 Steamboat Drive, Steamboat Springs, CO 80487, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2020, until May 31, 2021, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Services** to eligible youth and families at a location that 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. County agrees to purchase and Contractor agrees to furnish services to be billed at the following rates:
  - Mental Health Assessment - \$85.00 / hour
  - Individual Counseling - \$100.00 / hour
  - If a client / family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and contractor contacts County the same day as the missed appointment, the County will pay the negotiated rate of the missed service three times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement shall not exceed Ten Thousand dollars and no/100 cents (\$10,000.00). 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 shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

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

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat County Board of County Commissioners. Contractor also agrees to indemnify and hold Moffat County, Colorado, and its elected officials and employees harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.

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 County 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 County's monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 9 (e) and (f).
7. County agrees:
  - a) To determine child eligibility.
  - b) To provide Contractor with authorization regarding eligibility for a child or family as the basis for services to be purchased.
  - c) To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
  - d) To monitor the provision of contracted service.
  - e) To pay Contractor after timely receipt of billing statements according to paragraph 9(f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor/Consultant is legally present in the United States. 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 terminate 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 by the 5<sup>th</sup> working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g) To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and laws of the United States and State of Colorado.
- h) To provide County with reports on the provision of service as follows:
  - Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to County's approval.
  - At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment/participation.
  - Every session that is billed for must have a thorough treatment note. Treatment notes must be different for each session.
- i) To provide any duly authorized representative of the County 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 County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
- k) **Insurance.** At all times during the term of this Contract, 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 Contract, 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 Contract, 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.

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# CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY  
C/O: American Professional Agency, Inc.  
95 Broadway, Amityville, NY 11701  
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

**THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.**

Name and Address of Named Insured:  
TIANA SCHNEIDER COUNSELING LLC  
40517 STEAM BOAT DRIVE  
STEAMBOAT SPR CO 80487

Additional Named Insureds:  
TIANA SCHNEIDER

Type of Work Covered: MENTAL HEALTH COUNSELOR  
Location of Operations: N/A  
(If different than address listed above)

### Claim History:

Retroactive date is 10/09/2018

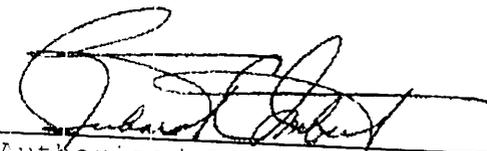
Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5005-0856	10/09/19	10/09/20	1,000,000 1,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSURED(S) WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

### Comments:

### This Certificate Issued to:

Name: TIANA SCHNEIDER COUNSELING LLC  
40517 STEAM BOAT DRIVE  
Address: STEAMBOAT SPR CO 80487

  
Authorized Representative

**PURCHASE OF SERVICE CONTRACT  
CORE SERVICES PROGRAM  
SEXUAL ABUSE TREATMENT SERVICES  
June 1, 2020 – May 31, 2021**

1. THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Dr. David Nahum, 2816 S. Lamar Street, Denver, CO 80227, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2020, until May 31, 2021, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Sexual Abuse Treatment Services** to an average of 8 children per month at the residence of the child/children or at a location that 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. County agrees to purchase and Contractor agrees to furnish services to be billed at the following rates:
  - Sexual Offense-Specific Treatment at \$100.00 per hour
  - Sexual Offense-Specific Evaluations beginning at \$800.00 per event

The amount to be expended pursuant to this Agreement shall not exceed Five Thousand dollars and no/100 cents (\$5,000.00). 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 shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

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

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat County Board of County Commissioners. Contractor also agrees to indemnify and hold Moffat County, Colorado, and its elected officials and employees harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.

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 County 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 County's monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 9 (e) and (f).
7. County agrees:
  - a) To determine child eligibility.
  - b) To provide Contractor with authorization regarding eligibility for a child or family as the basis for services to be purchased.
  - c) To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
  - d) To monitor the provision of contracted service.
  - e) To pay Contractor after timely receipt of billing statements according to paragraph 9(f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor/Consultant is legally present in the United States. 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 terminate 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.

**CHUBB**

ACE American Insurance Company

Psychologists' Professional Liability  
Claims Made Insurance  
Policy Declaration

PRODUCER NUMBER 273865

DATE OF ISSUE March 30, 2020

**PSYCHOLOGISTS' PROFESSIONAL LIABILITY  
CLAIMS MADE INSURANCE POLICY**

NOTICE: THIS IS A CLAIMS MADE POLICY, PLEASE READ THE POLICY CAREFULLY  
THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING GROUP ASSOCIATION

Item		POLICY/CERTIFICATE NUMBER: 58G2233900A	
1.	Named Insured:	Dr. David Nahum	
	Address:	1447 Ames St	
	City, State & Zip Code:	Lakewood, CO 80214 2219	
2.	Policy Period:	From: 06/01/2020	To: 06/01/2021
	12:01 A.M. local time at the address shown in Item 1.		
3.	<b>COVERAGE</b>	<b>LIMITS OF LIABILITY</b>	<b>PREMIUM</b>
	Professional Liability	\$1,000,000 Each Incident	\$3,000,000 Aggregate
	Wrongful Employment Practices		\$5,000 Aggregate
		<b>REIMBURSEMENTS</b>	
	Licensing Board Defense	\$50,000 per Proceeding	
	Other Governmental Regulatory Body Defense	\$10,000 per Proceeding	
	Deposition Expense	\$5,000 per Insured	\$75,000 Aggregate
	Premises Medical Payment	\$2,500 per Person	\$1,000 Aggregate
	Assault and/or Battery		\$15,000 Aggregate Per Incident
	Loss of Earnings	\$500 per Day, per Insured	
	Surcharge(s):		
			Total Premium
4.	Retroactive Date	06/16/1997	\$1,387.00
5.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s): PF15215a, PF33748, PF15217a (05/07), CC-1K11i (02/18), PF15245a, PF15235a, ALL22368, PF15742a, PF17914 (02/05).		
6.	Notice of claim should be sent to: <b>Trust Risk Management Services, Inc.</b> 111 Rockville Pike Ste 700 Rockville MD 20850	All other correspondence should be sent to: <b>Trust Risk Management Services, Inc.</b> 1791 Paysphere Circle Chicago, IL 60674	
7.	REPRESENTATIVE:	Agent or broker:	<b>Trust Risk Management Services, Inc.</b> doing business in CO as Potomac Risk Management Services, Inc.
		Office address:	1791 Paysphere Circle
		City, State, Zip:	Chicago, IL 60674
		Website:	www.trustinsurance.com
		Phone:	1.877.637.9700

PF-15215a (04/07)

**PURCHASE OF SERVICE CONTRACT  
CORE SERVICES PROGRAM  
HOME STUDY CONTRACTOR SERVICES**  
*June 1, 2020 – May 31, 2021*

1. THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Joy Thompson, 360 Grand Avenue, Suite 201, Grand Junction, CO 81501, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2020, until May 31, 2021, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **SAFE Home Studies** at the residence of the potential foster/adoptive home applicant(s). 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. County agrees to purchase and Contractor agrees to furnish services to be billed at the following rates:
  - SAFE Home Studies at \$1000.00 per study

The amount to be expended pursuant to this Agreement shall not exceed Seven Thousand dollars and no/100 cents (\$7,000.00). 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 shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

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

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat

County Board of County Commissioners. Contractor also agrees to indemnify and hold Moffat County, Colorado, and its elected officials and employees harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.

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 County 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 County's monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 9 (e) and (f).
7. County agrees:
  - a) To determine child eligibility.
  - b) To provide Contractor with authorization regarding eligibility for a child or family as the basis for services to be purchased.
  - c) To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
  - d) To monitor the provision of contracted service.
  - e) To pay Contractor after timely receipt of billing statements according to paragraph 9(f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor/Consultant is legally present in the United States. 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 terminate 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 by the 5<sup>th</sup> working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g) To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and laws of the United States and State of Colorado.
- h) To provide County with reports on the provision of service as follows:
  - Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to County's approval.
  - At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment/participation.
  - Every session that is billed for must have a thorough treatment note. Treatment notes must be different for each session.
- i) To provide any duly authorized representative of the County 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 County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
- k) **Insurance.** At all times during the term of this Contract, 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 Contract, 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 Contract, 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.

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# NATIONAL AVIATION DAY PROCLAMATION

## MOFFAT COUNTY, COLORADO



WHEREAS, National Aviation Day is celebrated every August 19<sup>th</sup> and is a declaration that encourages U.S. citizens to observe the day with activities that promote interests in aviation and to celebrate the developments in aviation;

WHEREAS, this day was established August 19, 1939 by Franklin Delano Roosevelt, who issued a Presidential Proclamation which designated the anniversary of Orville Wright's birthday to be National Aviation Day. This proclamation was codified, and it allows the sitting United States President to proclaim August 19 as National Aviation Day each year. Their proclamation may direct all federal buildings and installations to fly the U.S. flag on that day; and

WHEREAS, the day coincides with the birthday of Orville Wright, who piloted the Wright Flyer. Orville and his brother Wilbur are given credit for building the world's first successful airplane with aircraft controls that enabled them to steer the plane. Their first flight was 12 seconds and 120 feet around the site of Wright Brothers National Memorial on December 17, 1903 in Kitty Hawk, North Carolina; and

WHEREAS, in 2018, approximately 32,946,058 passengers flew on commercial service flights through Colorado airports. Denver International Airport is the 5<sup>th</sup> busiest airport in the United States. According to the 2020 Colorado Aviation Economic Impact Study<sup>1</sup>, aviation in Colorado supports approximately 8% of the state's economy by providing 345,661 jobs creating \$16.2 billion in payroll and \$48.6 Billion in business revenues; and

WHEREAS, according to the Federal Aviation Administration ("FAA"), aviation accounts for more than 5% of the gross domestic product ("GDP") of the U.S., contributing \$1.6 trillion of the economic activity that supports nearly 11 million jobs with approximately \$447 billion in earnings<sup>2</sup>.

NOW THEREFORE, be it **PROCLAIMED** that we, the Moffat County Board of County Commissioners, by virtue of the authority vested in us by the people of Moffat County, do hereby proclaim **AUGUST 19, 2020** as **NATIONAL AVIATION DAY** and that all citizens observe the day and are encouraged to celebrate the history of aviation and remember how far we have come as a nation and support the future of aviation.

IN WITNESS WHEREOF, we have hereunto set our hand this 18<sup>th</sup> day of August, 2020, and caused this seal to be affixed.

\_\_\_\_\_  
Ray Beck, Moffat County Commissioner

\_\_\_\_\_  
Don Cook, Moffat County Commissioner

**ATTEST:**

\_\_\_\_\_  
Donald Broom, Moffat County Commissioner

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

<sup>1</sup> Colorado Department of Transportation, Division of Aeronautics, "2020 Colorado Aviation Economic Impact Study, Executive Summary".

<sup>2</sup> Federal Aviation Administration, "The Economic Impact of Civil Aviation on the U.S. Economy", November 2016, Page 20.



**Bid Tabulation**

RFP	202016	Description	Replace Roof Top Units 7 and 7A at the		
Moffat County Public Safety Center 800 W. 1st Street Craig, CO 81625					
Issue Date	7/24/2020	Prebid Meeting	8/5/2020	<b>Required</b>	
Questions Due	8/10/2020	Submission Date	8/12/2020		
Award Date	8/18/2020	Contract time Line	8/18/20 to 10/30/20		
Vendor		Bid Bond	Insurance	Anti-C	Bid Amount
Peak Services		NA	x	x	\$24,535.00
Masterworks Mechanical					\$26,800.00



# Peak Services, Inc.

1730 13th Street, Steamboat Spgs, CO 80487  
Phone 970 879 7753 ~ Fax 970 870 6033 ~ E-mail [pmsinc1009@gmail.com](mailto:pmsinc1009@gmail.com)

August 7, 2020  
Moffat County Public Safety Center  
RFP #202016

Peak Services is proud to present the following proposal for your review:  
Scope of work to be performed by Peak Services, Inc.

Supply all labor and materials to replace 2 Roof Top units,  
7A and 7 at the Moffat County Public Safety Center located  
at 800 W. 1st, Craig, CO 81625.

Units to match heating and cooling capacity of existing units.

Work to be subcontracted: Crane service for removing old units and setting new units.

Electrical to disconnect if needed.

New unit Model : YSC092H4RHA-D001

3-10 Ton R4-10A PKGD Unitary Gas/Electric Rooftop unit (x2)

Submittals for RTU attached.

Units meet requirements set in contract.

MATERIAL: 16,335.00

LABOR: \$7200.00

CRANE RENTAL: \$1000.00

TOTAL BID: \$24,535.00

(Verify no bond required under \$25,000.00)

**Exclusions:** Peak Services is not responsible for electrical work. Peak Services is not responsible for drywall repair. Peak Services is not responsible for roof patching and sealing. Peak is not responsible for RTU curb dry in if required. Peak Services is not responsible for concrete cutting or coring.

**NO EXCEPTIONS:**

**Construction Terms:** Contract payments will be divided into 3 payments. 1/3 down payment required prior to work getting started. 1/3 due as progress payment when rough inspection is complete. Final payment due upon job completion.

Respectfully Submitted,

Mark Hoovler  
President/Owner  
Peak Services Inc.  
PH: 970-879-7753 Fax 870-6033

received  
08/12/2020



PROPOSAL

Phone:	Date: 8-12-2020
Job Name/Location Moffat County Safety Center 800 W. 1 <sup>st</sup> st Craig Colo 81625	

The following proposal is for replacement of two RTU units for the Moffat County Safety Center. The quote includes Trane RTUs, installation materials, crane fee, disposal and installation labor. Included in installation is test in and setup of combustion and refrigeration of RTU's.

**Pricing:**

2- Trane RTU's, installation material, crane fee, labor - **Total for two - \$26,800**

Electrician services are not included in pricing.

received  
8/12/2020  
EJ

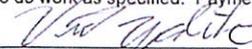
We Propose hereby to furnish material and labor – complete in accordance with the above specification, for the sum of: **\$26,800**

Payment to be made as follows:

**Balance upon completion**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

  
 Masterworks Mechanical, Inc.      Date 8-12-2020      Customer Authorized Signature \_\_\_\_\_

\* This proposal may be withdrawn if not accepted within 30 days\*

461 Yampa Avenue Craig Colorado 81625 (970)824-4840 fax (970)824-7520

# MOFFAT COUNTY ROAD DEPARTMENT

## (monthly report)

June/July 2020

DATE 8/13/2020

### GENERAL

1. Crusher – We finished crushing at the Villard pit. Along with the crushed gravel we made 3” minus rock to use in soft spots in roads and anywhere we have water issues.
2. Truck crew graveled spots on county roads 10 north, 75, 62 and are in the process of graveled CR 7 from the end of pavement to Great Divide. The truck crew, along with the crusher crew, crack sealed Loudy Simpson Park, Shadow Mountain and the airport. Last week the truck crew pulled off of CR 7 for a few days and constructed a new road, parking lot and building pad in Loudy Simpson Park.
3. The grader crew has been working on the roads. As dry as it has been we have to use a lot of water to get the gravel to bind up and stay smooth. Water is getting scarce but we are ok for the moment. We have been mowing the edges of the paved roads and some of the gravel roads. We have a water truck escort the mower in case a spark starts a fire. The blade operators put up the fire restriction signs a few weeks ago.
4. The bridge / mag crew supervisor retired right after the crew finished up mag for the year. We promoted Dayton Dowling to supervisor. The mag crew is cleaning and repairing cattle guards and hauling water to the blade operators. Someone ran into a bridge on CR 1 so we had to replace a section of guard rail.
5. The shop has been busy with day to day repairs. We have a truck with a blown motor that is not worth repairing so we are scavenging parts for other trucks. We are in the middle of swapping the transmission to another truck. This will save us the \$7500.00 cost of a rebuilt transmission
6. The construction crew has been prepping a gravel pit for the crusher. They pulled the overburden off and mixed clay in with the sandy pitrun so the crushed gravel will have binder in it to make the roads stay together longer. The crew is at the Maybell Park now, working on the new road and camp sites
7. .We have only been on a couple fires in the county this year. Hopefully we will get some rain and cooler weather before we have any big fires in the county.
8. Landfill – We had a state inspection July 17<sup>th</sup>. There were no significant issues and the inspector was very impressed with our new supervisor. We recently purchased a mulch sprayer for the landfill. We will use it to spray alternative daily cover for the trash, saving dirt and air space. The road department will also use it to hydro seed when we reclaim gravel pits or need to re-seed disturbed road sides.

**RESOLUTION NO. 2020-81**

**A Resolution of the Board of County Commissioners of Moffat County, Colorado, establishing a Stage 2 Restriction on Open Fires and Open Burning in the Unincorporated Areas of Moffat County.**

WHEREAS, the Board of County Commissioners of Moffat County (“Board”) adopted Ordinance No. 13-03, an Ordinance Restricting Open Fires and Open Burning in the Unincorporated Areas of Moffat County (the “Moffat County Open Fire and Open Burning Restriction Ordinance”); and

WHEREAS, pursuant to the Moffat County Open Fire and Open Burning Restriction Ordinance, Section 10, the Board may establish, by resolution, the restrictions described in said Ordinance, from time to time, when the fire danger in Moffat County increases; and

WHEREAS, the Moffat County Sheriff and Fire Management Officer have determined that the weather conditions, lack of rainfall, and heavy fuel loading have created a significant threat of prairie and grass fires in all unincorporated areas of Moffat County, and the danger of wildfires is extremely high and a state of emergency exists with respect to such fire danger; and

WHEREAS, the Moffat County Sheriff and Fire Management Officer have requested that the Board impose **Stage 2** restrictions on open burning and open fires in all areas of unincorporated Moffat County, all as defined in the Moffat County Open Fire and Open Burning Restriction Ordinance; and

WHEREAS, the Board finds that competent evidence has been presented to indicate that the danger of prairie and grass fires in Moffat County is high, and therefore it is necessary for the immediate preservation of the public health, safety and welfare of the citizens of Moffat County to impose **Stage 2** restrictions on open fires and open burning as provided in the Moffat County Open Fire and Open Burning Restriction Ordinance, and impose such restrictions on all unincorporated areas of Moffat County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Moffat County, Colorado, that **Stage 2** restrictions as specified in the Moffat County Open Fire and Open Burning Restriction Ordinance, are hereby imposed in all unincorporated areas of Moffat County beginning at 00:01 a.m. on Thursday August 20, 2020 and shall remain in effect until further action by the Board. BE IT FURTHER RESOLVED that the Fire Management Officer or his designee shall coordinate notification of the public through a general press release to local radio and print media, and posting on the Moffat County Sheriff’s Office social media outlets.

Signed this 18<sup>th</sup> Day of August, 2020

THE BOARD OF COUNTY COMMISSIONERS  
OF MOFFAT COUNTY, COLORADO

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Ray Beck, Chairman

I, Erin Miller, (Deputy) County Clerk and Ex-officio to the Board of County Commissioners, do hereby certify that the 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 Moffat County this 18<sup>th</sup> day of August, 2020

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



## Moffat County Sheriff's Office

800 West 1<sup>st</sup> Street, Ste. 100

Craig, Colorado 81625

(970) 824.4495 Phone

(970) 824.9780 Fax

SHERIFF KEVIN (KC) HUME

# Stage 1 & 2 Fire Restrictions Moffat County Ordinance 13-03

## Section 7. Definitions

Open fire or open burning: For purposes of this Ordinance, open fires or open burning shall be defined as any outdoor fire, including, but not limited to, campfires, warming fires, charcoal grill fires, fires in wood-burning stoves, the use of explosives, outdoor welding or operating an acetylene or other torch with open flame other than in an area cleared of all flammable materials, fireworks of all kinds or brands, and the prescribed burning of fence lines or rows, fields, farmlands, rangelands, trash, and debris.

Stage I Restrictions: Prohibits the following activities:

1. Open burning, excepting fires and campfires within permanently constructed fire grates in developed campgrounds and picnic grounds, charcoal grills and wood burning stoves at private residences in areas cleared of all flammable materials, and those other exceptions/exemptions as noted in Section 9.
2. Using explosive material: (i.e.: fireworks, blasting caps or any incendiary device which may result in the ignition of flammable material.)
3. Welding or operating an acetylene or other torch with an open flame; except within an area that is barren or cleared of all flammable material at least 10 feet on all sides from the equipment and possess a chemical pressurized five-pound fire extinguisher and one round pointed shovel with an overall length of at least 36 inches. The extinguisher and shovel may be kept with the welding supplies but must be readily available for quick use.
4. Outdoor smoking except within an enclosed vehicle or building, a developed recreation site or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials.
5. Operating or using any internal combustion engine without a spark arresting device properly installed, maintained and in effective working order.

Stage II Restrictions: Prohibits the following activities:

1. All open burning as defined, other than those exceptions/exemptions as noted in Section 9.
2. Using explosive material: (i.e.: fireworks, blasting caps or any incendiary device which may result in the ignition of flammable material.)
3. Outdoor smoking except within an enclosed vehicle or building.
4. Welding, or operating an acetylene or other similar torch with open flame.

5. Operating or using any internal combustion engine without a spark arresting device properly installed, maintained and in effective working order.
6. Operating a chainsaw without a chemical pressurized fire extinguisher of not less than 8 ounces capacity by weight, and one size 0 or larger round pointed shovel with an overall length of at least 36 inches. The extinguisher shall be with the chainsaw operator. The shovel may be kept with the fueling supplies but readily available.

### **Section 8. Unlawful Acts**

During Stage I or Stage II Restrictions, it shall be unlawful for any person to build, maintain, attend or use an open fire, conduct an open burn, conduct sales of fireworks, or engage in outdoor smoking other than as excepted, in the unincorporated areas of Moffat County, including public, private, state, and applicable federal lands.

### **Section 9. Exceptions/Exemptions**

The following shall not be in violation of Section 8:

9.1. Commercial or community fireworks displays properly permitted.

9.2. The following are exempt from this ordinance:

- A. Fires contained within liquid-fueled or gas-fueled stoves.
- B. Indoor fireplaces and wood-burning stoves.
- C. Outdoor charcoal grills and wood-burning stoves during Stage 1 Restrictions, providing they are at private residences and in an area cleared of all flammable materials including dry vegetation.

9.3 The burning of irrigation ditches in the designated areas is prohibited by this Order EXCEPT for ditches located within, and completely surrounded by, irrigated farmlands where such burning is necessary for crop survival. Prior to such excepted ditch burning, written permission must be obtained from the Sheriff by and through the Fire Management Officer.

9.4 Persons with a permit or written authorization from the Sheriff by and through the Fire Management Officer specifically authorizing the otherwise prohibited act or omission.

9.5 Any federal, state, or local officer, or member of an organized rescue or firefighting force, in the performance of an official duty.

9.6 Any further exemptions to either the meaning of terms or the enforcement of this Ordinance shall be granted only by the Sheriff, through the Fire Management Officer, or for exemptions upon or within state or federal lands located within Moffat County, by the administering state or federal agency, and only if the proposed action is deemed by the Moffat County Sheriff, through the Fire Management Officer, to be safe and mitigable.