

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, December 20, 2016

- | | | |
|---|--------------|---|
| 1 | 8:30 to 8:35 | Call to order
Pledge of Allegiance/Opening Prayer |
| 2 | 8:35 to 8:45 | Consent Agenda -
Review & Sign the following documents:
a) Approve Minutes : December 13 th (pgs 3-9)
b) Memo of Understanding between the Library and Department of Social Services (pgs 1-0 & 11)
c) Contract Amendment #2 – NWCC Landfill Engineering & Environmental Services (pg 12)
d) Contract Amendment #2 – Sani-Star, LLC Lease of /RV Kiosk Dump Stations (pg 13)
e) Contract Amendment #1 – CGRS Environmental Monitoring of old Fairgrounds Shop site (Kum & Go) (pg 14)
f) Contract Amendment #2 – Bubbles & Brooms Cleaning Services:
- Courthouse & Annex (pg 15)
- Department of Social Services (pgs 16 & 17)
- Road & Bridge Department (pg 18)
g) Amendment #2 to the Plan Document and Summary Plan Description for the Moffat County Employee Healthcare Plan (pgs 19-24)
h) Memo of Understanding Extension between Department of Social Services and Mind Springs Health (pg 25)
i) Core Services Day Treatment Services contract with Denver Children's Home (pg 26) |
| 3 | 8:45 to 9:00 | 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 | 9:00 to 9:15 | Human Resources Department – Lynnette Siedschlaw
➤ Present:
- Resolution 2016-137 to Amend Moffat County Employee Handbook: Section 5.39, Separation of Employment (pgs 27 & 28)
- Resolution 2016-138 to Amend Moffat County Employee Handbook: Section 602 Annual Leave (pgs 29 & 30)
- Resolution 2016-139 to Amend Moffat County Employee Handbook: Section 6.12 Sick Leave (pgs 31 &32) |

5	9:15 to 9:30	Finance Department - Mindy Curtis
		➤ Present Supplemental Budget for approval –Resolution 2016-140 (pgs 33-40)
		➤ Present Mill Levy Certifications (pgs 41-48)
6	9:30 to 9:45	Human Resources Department – Lynnette Siedschlaw
		➤ Present Personnel Requisition for approval (pgs 49 & 50)
7	9:45 to 10:00	County Clerk's Office – Lila Herod
		➤ Present Voting System contract for approval (pgs 51-81)

*****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

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

December 13, 2016

In attendance, Chuck Grobe, Chairman; Frank Moe, Vice Chair; John Kinkaid, Board Member; Amanda Tomlinson, Clerk to the Board; Neil Folks; Ken Wergin; Mayor Ray Beck; Roy Tipton; Jeff Comstock; Becky Tyree; Myron Mullen; Dan Miller; Lauren Blair; Jay and Lois Wymore.

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

Moe made a motion to approve the consent agenda consisting of:

- a) Approved the minutes from December 6, 2016.
- b) Approved Resolutions 2016-134 and 2016-135 payment of payroll warrants for the payroll ending December 2, 2016 in the amounts of \$196,508.77 and \$205,837.47.
- c) Approved Resolution 2016-136 transfer of payment of warrants for the month of December in the amount \$1,243,230.03.
- d) Approved the revised 2016 Emergency Operating Plan.
- e) Approved the Five County Core Services contract with Lea Treanor for mental health services.
- f) Approved the Five County core services contract with Jennifer Paz for mental health services.
- g) Approved the contract with APH Construction for the roof replacement at the Cemetery.
- h) Approved the contract with the Colorado Department of Health and Environment for the Air Pollution Emission Notice Submittals.
- i) Approved the Colorado Department of Health Certification of Compliance for County Personnel and Merit System.

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

General Discussion

General discussion was held among the Board:

- ✓ Grobe received a call from Charlotte Stout, a resident of Shadow Mountain, and she said that Tipton has not been given enough credit for the work done there, and wanted that to be passed to him.
- ✓ Moe said that the volunteer program for senior snowplowing is coming together. He spoke with Joanna Hatten, and she is working with the people who signed up for assistance this year. Ed Wilkinson is getting a list of disabled veterans for this project, as well. The plan should be set in the next few days.
- ✓ Kinkaid said that he is optimistic about the future of the county, and that some nice things are happening.

- ✓ Wergin agreed and said that the county has been much more active in the last couple of years and that he hopes it continues because it is so important.
- ✓ Mayor Beck discussed the phone call he received from the Governor's office to inform him that he had been reappointed to his second term on the State Aeronautical Board

Nolan Sharpe; Lynette Siedschlaw; Don Cook; and KC Hume joined the meeting.

Road Department- Dan Miller

Miller reviewed the Road & Bridge Department monthly report:

Completed projects:

- ✓ Remove trees at Wilderness Ranch and on County Road 47, that were obstructing views
- ✓ Replace and repair signs on various county roads in District 1
- ✓ Repaired cattle guards County Roads 3, 4, 41
- ✓ Clean culverts on County Roads 15, 65
- ✓ Repair and gravel roads on County Road 3, 216, 41, 84, & 10
- ✓ Repair bridge on County Road 18S. Removed decking and replaced it, and had to exposes all of the decking to re-weld it. Also, placed concrete to reinforce the wing walls.
- ✓ Remove trees and trash from County Road 21 billed to company who had a spill there. Removed trash on County Road 33
- ✓ Grobe asked about County Road 1. Miller said it looks good
- ✓ Replaced sign on Levkulich Street
- ✓ Crushing at Big Burn Pit County Road 10N
- ✓ Repair signs on County Roads 4 & 10N
- ✓ New stop sign on Sequoia St where it comes out on the bypass
- ✓ County Road 19 bridge, wing wall was deteriorated

Projects in progress:

- ✓ Installing leach field at 4 Mile Shop
- ✓ Snow plowing
- ✓ Graveling county roads

Pending projects:

- ✓ New mobile home at 4 Mile Shop go to set in February or later

General and Landfill:

- ✓ Prep work for new restrooms at Loudy Simpson; waiting on buildings to be delivered.
- ✓ Finished grade at Fairgrounds Shop
- ✓ Locate sewer manholes in Maybell
- ✓ Installing new signs for MCTA
- ✓ MSHA and equipment refresher training all employees of Road & Bridge completed
 - Grobe asked if we hire out for training, and Miller said that Tony does the training in house
- ✓ Kenny Moncrief and Jeff Whilden attended a Greater/Mag Chloride class in Steamboat

- ✓ Three mechanics attended a Caterpillar class in Hayden to get up to date on tier 4 training
- ✓ Mount wings on motor graders for snow plowing
- ✓ Sand for new cells at Landfill; waiting for State acceptance to fill new cells.
- ✓ Kinkaid asked if there would be money saved on Mag next year. Miller explained that it doesn't save money if you have to blade the areas that are not getting Mag. He said there are may be some areas that can be eliminated. You lose one ton of gravel per car driving on a road without Mag on it per each mile. He said you have to examine the most cost effective route when the bids are submitted.

Jennifer Riley and Andy Daniels joined the meeting.

Human Resources- Lynnette Siedschlaw

Siedschlaw reviewed the resolution instituting a hiring freeze due to budget constraints. The following conditions will be considered for future hiring:

1. Until lifted by the BOCC
2. Prohibits replacement of personnel in already existing positions should an employee resign, retire or be terminated.
3. Prohibits the creation of new positions and the hiring of persons to fill any newly created position.
4. Exceptions may be granted upon showing special circumstances and must be reviewed in regularly scheduled BOCC meeting. Special circumstances included:
 - a) Matter of public safety
 - b) Position equals 40% of the department's total personnel and is necessary to handle essential functions.
 - c) Unplanned termination
 - d) Position receives funding from outside sources.
 - e) Position is specialized and necessary to handle the essential functions of the department.

Kinkaid made a motion to approve Resolution 2016-133 Moffat County Hiring Freeze. Moe seconded the motion. Motion carried 3-0. See attached.

Memorial Hospital-Andy Daniels & Jennifer Riley

Daniels gave an update from the Memorial Hospital:

- ✓ The hospital is now enrolled in the 340B program, effective 1/1/17. Allows for discounts on Chemotherapy drugs.
- ✓ Provider Based Clinics and Rural Health Clinics: Completed the attestation with the Federal government for being a Provider Based Clinic via the 35 Mile Rule. The 35 Mile Rule says that there are no other hospitals or Provider Based Clinics within 35 Miles. Effective 1/1/17. The next step is to become approved as a Rural Health Clinic. Daniels is hoping to have that conversion completed by 7/1/17. Grobe asked about the specifics of both. Daniels stated that a Provider Based Clinic allows TMH to take cost in the clinic,

Medicare will reimburse for cost, which is not the current arrangement. If converted to Rural Health Care Clinic Medicaid would also cover the total cost. The requirements are that the clinic must be designated as a HIPSA site, as well as have a governor's exemption.

- ✓ Organizational culture: raised and donated \$3,342.73 to the Moffat County Food Bank
- ✓ Recruiting: Dr. Cynthia Reed; stepping out of ER and into family practice, effective 2/1/17. There are two Primary Care and five Physician's Assistants. Jennifer Schmidt coming to work at walk in clinic around April as a Physician Assistant. On 3/1/17 Dr. Mary Worgert be coming in as a new Emergency Room doctor.
- ✓ Master site plan: Helps to not build in the way of future expansion. The concept is in process and should have a finished product by April.
- ✓ Electronic ICU; allows access to sub-specialists, pulmonologists, and intensivists; the goal is to have it running by March; the company TMH is working with is called Avera. Daniels said that they had a good conversation with the Caring for Colorado Foundation, and they may be willing to provide grant money for this service. Will know by February.
- ✓ USDA financing: The tentative closing date is 1/27/17. The rates and terms are much better all around, and TMH will be able to pay off the current debt
- ✓ TMH won the Moffat County School District bid to help with their health care services
- ✓ Dr. Derek Harper, new hire, surgical podiatrist. The only thing holding him back is getting credentialed with the different plans. He will do surgery here and operate a clinic in Steamboat.
- ✓ Grobe wanted clarification on the licensing time frame. Daniels and Riley described the time that it takes; roughly 120 days to get credentialed with most plans. Medicare and Medicaid will pay back to the date of service, but other plans will not. PA's are credentialed under the doctor they work with.
- ✓ TMH also did Salvation Army bell ringing, raised the most for that day.
- ✓ Kinkaid wanted to know what is happening with the Safeway building and Yampa Care. Daniels shared his theory: he believes that they bought it and it will not work for what they intended because of a law change that would restrict them from opening a Provider Based Clinics. Daniels would take it for \$1 if they are looking to sell.

Mindy Curtis; Dollie Rose; Forrest Luke; Linda Peters; and Chuck Cobb joined the meeting.

Finance Department- Mindy Curtis

Curtis reviewed the 2017 County Budget. The 2017 budget totals \$86,203,217 which is \$1.1 million less than the 2016 budget. The budget is funded with revenue estimates and anticipated fund balances.

The Memorial Hospital is one of the county's largest budget components at \$48,618,933, which is an increase of 11.18% from the 2016 budget. The remaining County budget without the Hospital is \$37,584,283, which is a decrease of \$6 million or 13% less than the 2016 budget.

- Challenges involving both State and Federal regulations effect Moffat County's economy. The County has a heavy reliance on natural resources, along with sage grouse

issues and it is imperative the County continue to let our impacts and issues be known at the State and Federal level.

- 2016 improvements either completed or in process included: Shadow Mountain curb and gutter, remodeling two bathrooms at Lousy Simpson, sub panels at the Fairgrounds, the fairgrounds maintenance building, and senior housing kitchen remodel.
- Improve assets through the capital improvement plan with available resources. For the 2017 budget upcoming projects include the Swinging Bridge, road improvements and building updates.
- Support efforts to consolidate services within and outside of the County.
- Support community and economic development.
- Decrease service levels to current demands.

The following steps have been taken for the 2017 budget due to revenue shortfalls:

- Priority based budget for the future using an online cost analysis tool.
- Cost Analysis was performed in each department to identify services and demand for services.
- Operating budgets were reduced to the 2015 actual plus 2%.
- Restructuring services within Development Services Department, Assessor's Office and Office of Emergency Management.
- Personnel budget- a hiring freeze is effective immediately. There will be no step increases for employees who have not yet reached their maximum pay. There will be a 2% cost of living raise in 2017.
- Capital budget plan will be adopted for the next five years.
- Implement a five year budget approach strategy

Curtis demonstrated with charts what the budget cuts will do for the county and the reserve fund over the next five years.

Moe said thank you for all of the hard work to get to the budget done for 2017.

Grobe said that this is not a done deal and that they are still working toward other solutions for services, especially unmandated services. He mentioned that there is hope for the future with the Collom pit at Colowyo and the Power Line possibly coming through the county, but cautioned that we will not see any changes in revenue until at least 2020 from either operation. He reiterated that the bottom line has to stay black no matter how hard the choices are.

Moe said that it is important to note that the BOCC is not responsible for these changes that these are state and federal issues, but the BOCC is dealing with it the best they can.

Kinkaid said that there is a lot to be hopeful for, but that the results will take some time to see.

Kinkaid made a motion to approve Resolution 2016-129 Adopting the 2017 Budget. Moe seconded the motion. Motion carried 3-0. See attached.

Moe made a motion to approve Resolution 2016-130 Appropriating sums of money. Kinkaid seconded the motion. Motion carried 3-0. See attached.

Curtis reviewed the certification to tax levies in the amount of 23.913 mills for a total of \$9,797,104.

Kinkaid made a motion to approve Resolution 2016-131 set mill levies. Moe seconded the motion. Motion carried 3-0. See attached.

Moe made a motion to approve Resolution 2016-132 amending Resolution 2015-135 Distribution of Sales Tax. Kinkaid seconded the motion. Motion carried 3-0. See attached.

Moe exited the meeting to attend board training with the newly elected commissioners.

Department of Social Services- Dollie Rose

Kinkaid made a motion to approve the minutes from November 15, 2016. Grobe seconded the motion. Motion carried 2-0. See attached.

Department updates:

- ✓ Social services had a foster care open house on December 6th, 2016. They now have seven foster families, which almost twice as many as last year. The turnout was a little lower for the foster care open house, but Rose believed that it was much more meaningful. There are two interested families that came from that meeting.
- ✓ Social Services is currently fully staffed

Kinkaid made a motion to approve the electronic transactions for the month of October 2016 in the amount of \$249,762.00. Grobe seconded the motion. Motion carried 2-0. See attached.

Rose reviewed the monthly reports for:

- ✓ Foster care placement report – November increased by one. Rose believes the numbers will be down, as they have two kids potentially coming out of care.
- ✓ Backlog tracking – 115 documents out 49 days for November
- ✓ Self sufficiency data comparison– case load is up about 6% and documents received are up about 15%. Rose believes there will be an increase in December, there typically is. Kinkaid asked if there is a consistent increase each year, and Rose replied that the case load has been increasing consistently for the last several years. Grobe mentioned the increase in cases over the last four years from 1,668 in 2013 to 3145 in 2016, with the same amount of staff, Rose included.
- ✓ Monthly comparison – Total case load is down from the previous month, but not by much. Kinkaid asked if the demand for food was up, and Rose replied that it usually is this time of year, but is not expecting it to be more than normal.
- ✓ Employment First – They currently have 406 participants; there were 29 that were sanctioned in November for not doing what they are required to do, and 15 in the program found some sort of employment. The program has been in use for just over a year, and Rose feels that it is having a positive impact in the community.

- ✓ County budget report – there are a few budget categories that social services has been over budget in, but overall the department is under budget by almost 20%
- ✓ CSTAT Dashboard – The report is two months behind, there will be more green in the future. Rose played a voicemail from the State Performance Management Director giving the Social Services office kudos for all of the improvements they have made recently. Finally got access to adult protective services data entry log so that will help with the dashboard.
- ✓ Grobe said a big thank you for all of the hard work at Social Services.
- ✓ See attached.

Meeting Adjourned

Submitted by: Lila Herod, County Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

MEMORANDUM OF UNDERSTANDING

Between
Moffat County Libraries Board of Trustees
And
Moffat County Department of Social Services

This Memorandum of Understanding is made by and between the Moffat County Libraries Board of Trustees, hereinafter called "Library", and the Moffat County Department of Social Services, hereinafter called "DSS".

Whereas the Library and DSS strive to reduce costs, minimize duplication, and increase access to services within the Dinosaur community, the Moffat County Libraries Board of Trustees reaches this Memorandum of Understanding with the Moffat County Department of Social Services.

Nothing in this Memorandum of Understanding shall be construed to alter the relationship or responsibility for services that the Moffat County Libraries or the Moffat County Department of Social Services has with the public.

It is understood that the Library in the Dinosaur community will be a host site to house equipment provided by DSS for use by community members seeking access to services offered through DSS, with the purpose of providing a secure environment and routine replenishment of supplies, i.e., keeping paper in the copy machine, toner cartridge replacements, etc.

It is further understood that DSS is responsible for costs associated with the initial costs and maintenance for the purchase of equipment, phone line, internet access, and office supplies. The Library will keep DSS informed of any technical issues and supplies as needed.

It is further understood that if a need for financial participation by DSS for Library staff is identified in the future, a contract may be developed as appropriate and agreed upon by the Library and DSS.

It is further understood that Library staff will provide guidance to the community for accessing the internet or basic use of electronic equipment functions. DSS will provide written instructions to be displayed on the equipment to assist patrons and mitigate any burden placed upon Library staff.

It is further understood that Library staff shall not provide information or guidance on eligibility or service programs through DSS.

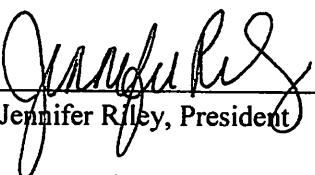
It is further understood that Library staff will respect individual rights to privacy and confidential information. Library staff will not use or disclose any information learned through the course of providing services outlined in the MOU.

Finally it is understood that the Library is not liable for any damage to or theft of materials purchased by DSS for use by DSS clients.

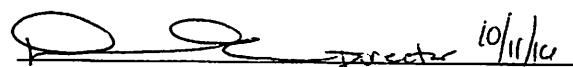
This Memorandum of Understanding will be effective January 1, 2017 regardless the date of execution. This Memorandum of Understanding will expire on December 31, 2017, at which time it may be revised and/or renewed by mutual agreement between the Library and DSS. At any time, should either party be unable or unwilling to comply with the terms of this MOU and are either unable or unwilling to reach an agreeable revision to the MOU, either party may terminate the MOU with 30 days written notice to the other party.

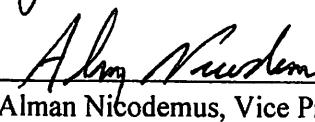
This Memorandum of Understanding signed and entered in this _____ day of _____, 2016.

Moffat County Library Board of Trustees

 11-14-16
Jennifer Riley, President

Moffat County Department of Social Services

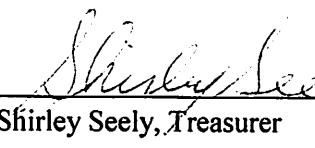
 Director 10/11/16
Dollie Rose, Director

 11-14-16
Alman Nicodemus, Vice President

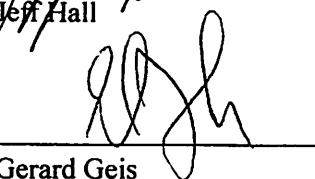
Moffat County Board of County Commissioners

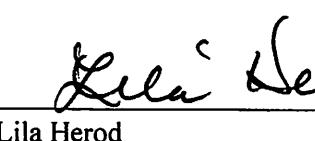
 11-14-16
Kathey Ogle, Secretary

Charles G. Grobe, Chairman

 11-14-16
Shirley Seely, Treasurer

 11-16-16
Jeff Hall


Gerard Geis


Lila Herod

CONTRACT AMENDMENT NUMBER 2

THIS CONTRACT AMENDMENT NUMBER 2 ("Amendment") is entered into by and between the Board of County Commissioners of Moffat County ("BOCC") and North West Colorado Consultants, Inc. dba NWCC. ("Consultant"), whose address is 2580 Copper Ridge Drive, Steamboat Springs, CO 80487 whose telephone number is 970-879-7891.

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

1. **Effective Date of this Amendment.** The effective date of this Amendment is upon approval of the BOCC.
2. **Identification of Original Agreement.** BOCC and Contractor entered into a written agreement dated December 2, 2014 (the "Agreement"), entitled "Agreement", concerning the following subject matter: Engineering and Environmental Services for Moffat County Landfill. That Agreement is incorporated herein by reference. Except as amended herein, this Amendment is subject to the terms of said Agreement and any previous Amendments referencing said Agreement.

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

The County wishes to exercise its option to renew the Agreement for another one year period from January 1, 2017 through December 31, 2017.

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

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

ATTEST:

By: _____ Date: _____
Charles S. Grobe

Clerk to the Board

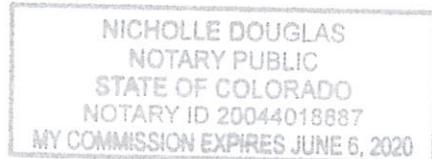
CONSULTANT:

North West Colorado Consultants, Inc. dba NWCC, Inc.

By: Gary R. Weber
Gary R. Weber

STATE OF COLORADO)

COUNTY OF Boett) ss.



The foregoing instrument was acknowledged before me this 15th day of December, 2016 by Gary R. Weber.

MY COMMISSION EXPIRES: Jan 16, 2020

Nicholle Douglas
Notary Public
1160985 Clark, CO 80487
Address of Notary Public

CONTRACT AMENDMENT NUMBER 2

THIS CONTRACT AMENDMENT NUMBER 2 ("Amendment") is entered into by and between the Board of County Commissioners of Moffat County ("BOCC") and Sani-Star, LLC whose address is 750 Buckaroo Trail Suite 101, Sisters OR 97759, whose telephone number is 541-588-6340.

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

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

2. Identification of Original Agreement. BOCC and Contractor entered into a written Agreement dated May 1, 2015 (the "Agreement"), entitled "License and Service Agreement", concerning the following subject matter: Lease of RV dump Kiosks at the Moffat County Fairgrounds. That Agreement is incorporated herein by reference and except as amended herein, this amendment is subject to the terms of said Agreement and any previous Amendments referencing said Agreement.

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

The County wishes to exercise its option to renew the Agreement for another one year period from January 1, 2017 through December 31, 2017.

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

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

ATTEST:

By: _____ Date: _____
Charles G. Grobe

Clerk to the Board

CONTRACTOR:

Sani Star, LLC

By: Eric Huffman
Eric Huffman

STATE OF Oregon)
COUNTY OF Deschutes)) ss.

The foregoing instrument was acknowledged before me this 13 day of December, 2016 by Eric Huffman .

MY COMMISSION EXPIRES: July 22, 2019



Heidi M. Jones
Notary Public
PO Box 207 Sisters, OR 97759
Address of Notary Public

CONTRACT AMENDMENT NUMBER 1

THIS CONTRACT AMENDMENT NUMBER 1 ("Amendment") is entered into by and between the Board of County Commissioners of Moffat County ("BOCC") and and CGRS, Inc. ("Consultant"), whose address is 1301 Academy Court, Fort Collins, CO 80524 whose telephone number is 800-288-2657.

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

1. **Effective Date of this Amendment.** The effective date of this amendment is upon approval of the BOCC.
2. **Identification of Original Agreement.** BOCC and Contractor entered into a written Agreement dated December 1, 2015 (the "Agreement"), concerning the following subject matter: Environmental well monitoring at the old fairgrounds shop site (New Kum and Go site) at the Moffat County Fairgrounds. That Agreement is incorporated herein by reference and except as amended herein, this amendment is subject to the terms of said Agreement and any previous Amendments referencing said Agreement.
3. **Amendments.** BOCC and Contractor now desire to amend the Agreement and the prior Amendments thereto, if any, as follows:
The County wishes to exercise its option to renew the Agreement for another one year period from January 1, 2017 through December 31, 2017.
4. **Effect.** All terms in the Agreement remain in full force and effect except as expressly modified by this Amendment.

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

ATTEST:

By: _____ Date: _____
Charles G. Grobe

Clerk to the Board

CONTRACTOR:

Sani Star, LLC

By: Randy S. Price
Randy S. Price

STATE OF Colorado) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 12 day of December, 2016 by Randy S. Price.

MY COMMISSION EXPIRES: 7 12 2018

Christine Evans
Notary Public
1301 Academy Ct
Address of Notary Public

CHRISTINE EVANS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20064022529 MY COMMISSION EXPIRES JULY 12, 2018

CONTRACT AMENDMENT NUMBER 3

THIS CONTRACT AMENDMENT NUMBER 3 ("Amendment") is entered into by and between the Board of County Commissioners of Moffat County ("BOCC") and Bubbles and Brooms Cleaning Service LLC ("Contractor"), whose address is 2125 Alder Pl., Craig, CO 81625, whose telephone number is 970-620-4512.

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

- 1. Effective Date of this Amendment.** The effective date of this Amendment is upon approval of the BOCC.
- 2. Identification of Original Agreement.** BOCC and Contractor entered into a written Agreement dated June 24, 2014 (the "Agreement"), entitled "Agreement", concerning the following subject matter: Custodial Services for the Moffat County Courthouse and Annex buildings. That Agreement is incorporated herein by reference and except as amended herein, this Amendment is subject to the terms of said Agreement and any previous Amendments referencing said Agreement.
- 3. Amendments.** BOCC and Contractor now desire to amend the Agreement and the prior Amendments thereto, if any, as follows:
The County wishes to exercise its option to renew the agreement for another one year period beginning January 1, 2017 through December 31, 2017.
- 4. Effect.** All terms in the Agreement remain in full force and effect except as expressly modified by this Amendment.

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

ATTEST:

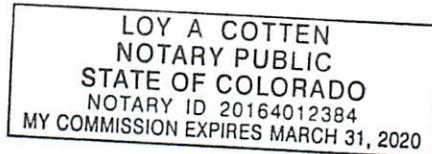
By: _____ Date: _____
Charles G. Grobe

Clerk to the Board

CONTRACTOR:

Bubbles and Brooms Cleaning Services LLC

By: Laurette Potgieter
Laurette Potgieter
STATE OF COLORADO)
COUNTY OF Moffat) ss.



The foregoing instrument was acknowledged before me this 8th day of December, 2016 by Laurette Potgieter.
MY COMMISSION EXPIRES: 03/31/2020

Loy A Cotten
Notary Public
221 W. Victory Way, Craig, CO 81625
Address of Notary Public

CONTRACT AMENDMENT NUMBER 4

THIS CONTRACT AMENDMENT NUMBER 4 ("Amendment") is entered into by and between the Moffat County Department of Social Services ("MCDSS") and Bubbles and Brooms Cleaning Service LLC ("Contractor"), whose address is 2125 Alder Pl., Craig, CO 81625, whose telephone number is 970-620-4512. In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Effective Date of this Amendment.** The effective date of this Amendment is upon approval of the MCDSS.
2. **Identification of Original Agreement.** MCDSS and Contractor entered into a written Agreement dated January 29, 2013 (the "Agreement"), entitled "Contract of Services Agreement", concerning Custodial Services Moffat County Social Services, 595 Breeze St. **That Agreement is incorporated herein by reference and except as amended herein, this Amendment is subject to the terms of said Agreement and any previous Amendments referencing said Agreement.**
3. **Amendments.** MCDSS and Contractor now desire to amend the Agreement and the prior Amendments thereto, if any, as follows :

In the following particulars not otherwise described above:

The County wishes to exercise its option to renew the Agreement for another one year period from January 1, 2016 through December 31, 2017.

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

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

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

MOFFAT COUNTY BOARD OF COMMISSIONERS
MOFFAT COUNTY, COLORADO

By: _____
Charles G. Grobe, Chair

ATTEST:

Clerk to the Board

MOFFAT COUNTY DEPARTMENT OF SOCIAL SERVICES
MOFFAT COUNTY, COLORADO

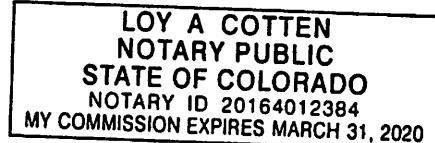
By: _____
Dollie Rose, Director

ATTEST:

Notary

CONTRACTOR:
Bubbles and Brooms Cleaning Services LLC

By: Laurette Potgieter
Laurette Potgieter
STATE OF COLORADO)
COUNTY OF Moffat) ss.



The foregoing instrument was acknowledged before me this 8th day of December, 2016 by Laurette Potgieter.

MY COMMISSION EXPIRES: 03/31/2020

Loy A Cotten
Notary Public

Address of Notary Public

CONTRACT AMENDMENT NUMBER 2

THIS CONTRACT AMENDMENT NUMBER 2 ("Amendment") is entered into by and between the Board of County Commissioners of Moffat County ("BOCC") and Bubbles and Brooms Cleaning Service LLC ("Contractor"), whose address is 2125 Alder Pl., Craig, CO 81625, whose telephone number is 970-620-4512.

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

- 1. Effective Date of this Amendment.** The effective date of this Amendment is upon approval of the BOCC.
- 2. Identification of Original Agreement.** BOCC and Contractor entered into a written Agreement dated December 16, 2014 (the "Agreement"), entitled "Agreement", concerning the following subject matter: Cleaning at Moffat County Road and Bridge Department 822 East First Street, Craig, CO 81625. **That Agreement is incorporated herein by reference and except as Amended herein, this Amendment is subject to the terms of said Agreement and any previous amendments referencing said Agreement.**

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

The County wishes to exercise its option to renew the Agreement for another one year period beginning January 1, 2017 through December 31, 2017.

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

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

ATTEST:

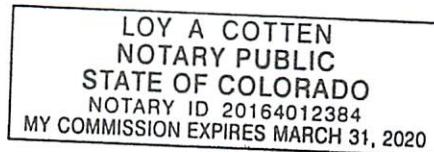
By: _____ Date: _____
Charles S. Grobe

Clerk to the Board

CONTRACTOR:

Bubbles and Brooms Cleaning Services LLC

By: Laurette Potgieter
Laurette Potgieter
STATE OF COLORADO)
COUNTY OF Moffat) ss.



The foregoing instrument was acknowledged before me this 8th day of December, 2016 by Laurette Potgieter .
MY COMMISSION EXPIRES: 03/31/2020

Loy A Cotten
Notary Public
221 W. Victory Way, Craig, CO 81625
Address of Notary Public

**AMENDMENT #2
TO THE
PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION
FOR
MOFFAT COUNTY EMPLOYEE HEALTHCARE PLAN**

Effective Date: January 1, 2017

1. **AMEND the following provision listed under the PREVENTIVE CARE benefits listed under the SCHEDULE OF BENEFITS section as follows:**

Preventive Care	
Routine Well Care services and Women's Preventive Services will be subject to frequency limitations as determined by the U.S. Preventive Services Task Force (USPSTF) and Health Resources and Services Administration (HRSA), unless otherwise specifically stated in this Schedule of Benefits, and which can be located using the following website(s):	
<p>http://www.uspreventiveservicestaskforce.org/Page/Name/uspstf-a-and-b-recommendations/ and; http://www.hrsa.gov/womensguidelines/</p>	

2. **ADD the following OBESITY INTERVENTIONS benefit to the PREVENTIVE CARE benefit listed in the SCHEDULE OF BENEFITS section as follows:**

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS
Preventive Care		
Nutritional Education Benefit	100%, no deductible or copayment applies 4 visits per Calendar Year maximum	50% after deductible 4 visits per Calendar Year Maximum
Obesity Interventions for Covered Persons age 18 and older with a body mass index (BMI) of 30 kg/m ² or higher	100%, no deductible or copayment applies 26 visits per Calendar Year maximum	50% after deductible 26 visits per Calendar Year maximum

Note: Refer to the Nutritional Education Benefit in the Covered Charges section for more information on Nutritional Education and Obesity Interventions.

3. **ADD the following OBESITY INTERVENTIONS benefit to the NUTRITIONAL EDUCATION BENEFIT listed in the OTHER MEDICAL SERVICES AND SUPPLIES benefits listed under the COVERED CHARGES section as follows:**

- (8)(r) **Nutritional Education Benefit.** Care, treatment, and services when provided by either a registered dietician or licensed nutritionist, and will be payable up to the limits as stated in the Schedule of Benefits.

This benefit will not include weight loss medications or nutritional supplements whether or not prescribed by a Physician.

Obesity Interventions. Covered Charges include Physician-directed intensive, multicomponent behavioral interventions for weight management for Covered Persons age 18 and older with a body mass index (BMI) of 30 kg/m² or higher.

Intensive, multicomponent behavioral interventions for weight management will include group and individual sessions of high intensity (limited up to 26 visits maximum per Calendar Year) encompassing the following:

- Behavioral management activities such as setting weight loss goals
- Improving diet or nutrition and increasing physical activity
- Addressing barriers to change
- Self-monitoring
- Strategizing how to maintain lifestyle changes

Non-surgical care and treatment and Physician prescribed weight loss medications will not be a Covered Charge except as may be specifically described as a benefit by this Plan.

This Plan will not cover nutritional supplements, gym memberships, or dues for participation in weight loss programs (e.g., Weight Watchers, Jenny Craig, etc.) whether or not prescribed by a Physician.

4. **AMEND the following OBESITY exclusion listed under the PLAN EXCLUSIONS section as follows:**

- (30) **Obesity.** Care and treatment of obesity, weight loss or dietary control whether or not it is, in any case, a part of the treatment plan for another Sickness, unless the Covered Person is Morbidly Obese as defined by the Plan.

Services rendered under the separate Nutritional Education Benefit and Obesity Interventions Benefit under this Plan will also be a Covered Charge.

5. **REPLACE the BREAST PUMP AND PUMP SUPPLIES benefit in its entirety listed in the OTHER MEDICAL SERVICES AND SUPPLIES benefits listed under the COVERED CHARGES section with the following:**

(8)(c) Breast pump, breast pump supplies, lactation support and counseling.

Breast pump, breast pump supplies

A standard electric breast pump or a manual breast pump for initiation or continuation of breastfeeding may be bought rather than rented, with the cost to rent not to exceed the actual purchase price.

- Rental of a heavy duty/hospital grade breast pump may be considered Medically Necessary only for the period of time that a newborn remains inpatient in the Hospital. Purchase of a heavy duty/hospital grade breast pump is not considered Medically Necessary or a Covered Charge under this Plan.
- For female Covered Persons using a breast pump from a prior Pregnancy, a new set of breast pump supplies will be covered with each subsequent Pregnancy.
- Replacement of either a standard electric breast pump or a manual breast pump, but not both, will be covered every (3) **three Plan Years** following a subsequent Pregnancy.

Covered Charges for the purchase or rental of a breast pump and supplies will be payable subject to the **Preventive Care benefits** as shown in the Schedule of Benefits section.

Note: *Breast pumps and breast pump supplies when purchased through a retail store (for example, through Target, Wal-Mart, Walgreens) will be considered payable at the Participating **Provider** benefit level only for the purposes of this benefit.*

The Claims Administrator will require the following documentation: claim form with proof of purchase to include purchase price and item description.

Lactation support and counseling

Covered Charges include inpatient and outpatient comprehensive prenatal and postnatal lactation support and counseling for female Covered Persons for the duration of the breastfeeding. Services must be rendered by a Physician acting within the scope of their license or certification under applicable State law.

Note: *Payment will be made for Covered Charges for lactation support and counseling under the Preventive Care benefits in the Schedule of Benefits section at the higher Participating Provider payment for Non-Participating Provider services for the purposes of this benefit.*

6. **AMEND the following definition of ALLOWABLE CHARGE listed under the DEFINED TERMS section as follows:**

Allowable Charge means the charge for a treatment, service, or supply that is the lesser of: 1) the charge made by the provider that furnished the care, service, or supply; 2) the negotiated amount established by a provider network arrangement or other discounting or negotiated arrangement; 3) the reasonable and customary charge for the same treatment, service, or supply furnished in the same geographic area by a provider of like service as further described below; or 4) an amount equivalent to the following:

- (1) For specialty drugs, 130% of the average sales price;
- (2) For inpatient or outpatient facility claims, an amount equivalent to 200% of the Medicare equivalent allowable.

The reasonable and customary charge shall mean an amount equivalent to the *90th percentile* of a commercially available database, or such other cost or quality-based reimbursement methodologies as may be available and adopted by the Plan. If there are insufficient charges submitted for a given procedure, the Plan will determine an Allowable Charge based upon charges made for similar services. Determination of the reasonable and customary charge will consider the nature and severity of the condition being treated, medical complications or unusual circumstances that require more time, skill or experience, and the cost and quality data for that provider.

For Covered Charges rendered by a Physician, Hospital or Ancillary Provider in a geographic area where applicable law dictates the maximum amount that can be billed by the rendering provider, the Allowable Charge shall mean the amount established by applicable law for that Covered Charge.

The Plan Administrator or its designee has the *ultimate discretionary authority* to determine an Allowable Charge, including establishing the negotiated terms of a provider arrangement (including a PPO agreement if applicable) as the Allowable Charge even if such negotiated terms do not satisfy the lesser of test described above.

7. **AMEND the following PHYSICIAN CARE provision listed under the OTHER MEDICAL SERVICES AND SUPPLIES benefits listed under the COVERED CHARGES section as follows:**

- (4) **Physician Care.** The professional services of a Physician for surgical or medical services.

Charges for **multiple surgical procedures** will be a Covered Charge subject to the following provisions:

- (a) If bilateral or multiple surgical procedures are performed by one (1) surgeon, benefits will be determined based on the Allowable Charge for the primary procedures; 50% of the Allowable Charge will be allowed for each additional procedure performed through the same incision or during the same operative session. Any procedure that would not be an integral part of the primary procedure or is unrelated to the diagnosis will be considered "incidental" and no benefits will be provided for such procedures;

- (b) If multiple unrelated surgical procedures are performed by two (2) or more surgeons on separate operative fields, benefits will be based on the Allowable Charge for each surgeon's primary procedure. If two (2) or more surgeons perform a procedure that is normally performed by one (1) surgeon, benefits for all surgeons will not exceed the Allowable Charge percentage allowed for that procedure; and
- (c) If an assistant surgeon is required, the assistant surgeon's Covered Charge will not exceed 20% of the surgeon's Allowable Charge.

8. **AMEND the following EXTERNAL REVIEW PROCEDURE section listed under the INTERNAL AND EXTERNAL CLAIMS REVIEW PROCEDURES section as follows:**

External Review Procedure

This Plan has an External Review Procedure that provides for a review conducted by a qualified Independent Review Organization (IRO) that shall be assigned on a random basis.

A Claimant may, by written request made to the Plan within 4 months from the date of receipt of the notice of the final internal adverse benefit determination or the 1st of the fifth month following receipt of such notice, whichever occurs later, request a review by an IRO of a final Adverse Benefit Determination of a Claim, except where such request is limited by applicable law.

A request for external review may be granted only for Adverse Benefit Determinations that involve a:

- Determination that a treatment or services is not Medically Necessary.
- Determination that a treatment is Experimental or Investigational.
- Rescission of coverage, whether or not the rescission involved a Claim.
- Application of treatment limits to a Claim for a Mental Disorder.

For an Adverse Benefit Determination to be eligible for external review, the Claimant must complete the required forms to process an External Review. The Claimant may contact the Claims Administrator for additional information.

The Claimant will be notified in writing within 6 business days as to whether Claimant's request is eligible for external review and if additional information is necessary to process Claimant's request. If Claimant's request is determined ineligible for external review, notice will include the reasons for ineligibility and contact information for the appropriate oversight agency. If additional information is required to process Claimant's request, Claimant may submit the additional information within the four month filing period, or 48 hours, whichever occurs later.

Claimant should receive written notice from the assigned IRO of Claimant's right to submit additional information to the IRO and the time periods and procedures to submit this additional information. The IRO will make a final determination and provide written notice to the Claimant and the Plan no later than 45 days from the date the IRO receives Claimant's request for External Review. The notice from the IRO should contain a discussion of its reason(s) and rationale for the decision, including any applicable evidence-based standards used, and references to evidence or documentation considered in reaching its decision.

The decision of the IRO is binding upon the Plan and the Claimant, except to the extent other remedies may be available under applicable law. *Before filing a lawsuit, the Claimant must exhaust all available levels of review as described in this section, unless an exception under applicable law applies. A legal action to obtain benefits must be commenced within one (1) year of the date of the Notice of Determination on the final level of internal or external review, whichever is applicable.*

I, _____, certify that I am the _____
Name _____ Title _____

of the Plan Sponsor/Administrator for the above named Health Plan, and further certify that I am authorized to sign this Amendment. I have read and agree with the above change to the Plan and am hereby authorizing its implementation as of the effective date stated above.

Signature: _____

Print Name: _____

Date: _____

December 8, 2016

Dollie Rose, Director of Social Services
Moffat County
595 Breeze Street
Craig, CO 81625

Dear Ms. Rose:

The current Memorandum of Understanding (MOU) between the Department of Social Services in Moffat County and the Moffat County School District (RE-1) and Colorado West Regional Mental Health, Inc. dba Mind Springs Health, Inc. became effective March 22, 2016 and expires on December 31, 2016. The purpose of the MOU is to provide an interagency prevention program with the specific purpose of serving at risk adolescents up to age 18 and preventing out of home placement.

The MOU states the agreement will be renegotiated on a yearly basis. Due to the recent negotiation of this MOU, Minds Springs Health wishes to request an extension of the current MOU. This request will better align the contract negotiations with the school year and with the historical timeframes of previous years' MOUs.

This letter is to serve as consent of both parties to extend the terms of the MOU for an additional five (5) months through May 31, 2017. All other provisions of the existing MOU will remain in full force and effect.

Please indicate your acceptance of extending this Memorandum of Understanding by signing below and returning a copy to Mind Springs Health by mail or electronically. Thank you for the opportunity of working with you to provide these valuable services to members of our community.

Sincerely,

Charles G. Grobe, Chairperson
Moffat County Board of County Commissioners

Michelle Hoy
Executive Vice President

PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
DAY TREATMENT SERVICES
June 1, 2016 – May 31, 2017

1. THIS CONTRACT, made this _____ day of _____, 2016, by and between the Moffat County Department of Social Services at 595 Breeze Street, Craig, Colorado 81625, hereinafter called "County" and Denver Children's Home, 1501 Albion Street, Denver, CO 80220, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2016 until May 31, 2017, no matter the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Day Treatment 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. County agrees to purchase and Contractor agrees to furnish the following **Day Treatment Services** to be billed at \$1,680.00 per month:
 - Family Therapy
 - Individual Therapy
 - Individual Counseling/Crisis Intervention
 - Affective Education
 - Psychiatric Consultation
 - Medication Management
 - Educational Program/Structured Summer Program

The amount to be expended pursuant to this Agreement shall not exceed Twenty Thousand One Hundred Sixty dollars and no/100 cents (\$20,160.00). 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.

5.39 SEPARATION OF EMPLOYMENT

We request that employees who wish to resign their positions notify the County of their anticipated departure date and go over the "check out" procedures at separation (conversion of insurance, return of property, delivery of final paycheck, etc.) with the Human Resources Department.

Once an employee provides a notice of intent to leave employment for any reason, leave usage will be kept to a minimum. An employee who is retiring will not be allowed to exhaust leave accruals prior to submitting their intent. During the final two weeks of employment, use of annual leave must be approved by the elected official/department head and will generally not be allowed. The use of sick leave during the final two weeks of employment may need to be supported by a doctor's note. An employee's last date of employment cannot be a day designated as leave; it will be their last day they reported actual hours worked.

Employees may be considered for re-employment provided they qualify for the position of interest and while they were employed with the County maintained satisfactory performance and attendance.

Resolution 2016-137
Amended Moffat County Handbook:
Section 5.39 Separation of Employment

WHEREAS, the Board of County Commissioners believes it to be in the best interest of Moffat County to amend the Moffat County Handbook: Section 5.39 Separation of Employment. This amendment will specify that employees cannot excessively use and/or exhaust leave accruals upon leaving employment for any reason, such as retiring, resigning, or being terminated.

WHEREAS, the amended Separation of Employment will add the following:

"Once an employee provides a notice of intent to leave employment for any reason, leave usage will be kept to a minimum. An employee who is retiring will not be allowed to exhaust leave accruals prior to submitting their intent. During the final two weeks of employment, use of annual leave must be approved by the elected official/department head and will generally not be allowed. The use of sick leave during the final two weeks of employment may need to be supported by a doctor's note. An employee's last date of employment cannot be a day designated as leave; it will be their last day they reported actual hours worked."

WHEREAS, the Human Resources Department was instructed to amend such policy; and

WHEREAS, the attached amended policy has been reviewed by both the County Attorney and the Human Resources Director; and

NOW THEREFORE BE IT RESOLVED, the Board of County Commissioners per motion made on December 20, 2016, approved the amended Moffat County Handbook: Section 5.39 Separation of Employment and that the effective date for such change shall be December 20, 2017.

Adopted this 20th Day of December 2016.

Acting Chair, Franklin A. Moe
Moffat County Board of County Commissioners

STATE OF COLORADO)

)§

COUNTY OF MOFFAT)

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

WITNESS, my hand and the seal of said County this 20th day of December 2016.

(Deputy) Clerk and Ex-officio to the
County Commissioners, Moffat County
State of Colorado; Lila Herod

6.2 ANNUAL LEAVE

It is recognized by the County that time away from work may be beneficial to an employee's mental and physical health. Annual leave is compensated time off to be used at the discretion of the employee with prior approval from the employee's Elected Official/Department Head. It is the responsibility of the Elected Official/Department Head to approve and schedule annual leave in order that all employees have an opportunity to use their earned annual leave while retaining a sufficient work force to efficiently operate their departments. Annual leave will be paid at the employee's current hourly rate at the time the leave is used. **Employees classified as part-time, temporary, on-call, or occasional are not eligible for Annual leave.**

Annual Leave Accrual Calculation and Maximum Accumulation:

Length of Continuous Employment	Pay Period Accrual Rate Based on Annual Budgeted Hours	Accrual Cap That Can Be Carried Over Each Year
	Full-time (budgeted 2,080 hours per year)	
Through 5 years	3.70 hours	320 hours full-time
6 through 10 years	4.62 hours	320 hours full-time
11 through 15 years	6.16 hours	320 hours full-time
16 years and over	7.70 hours	320 hours full-time

Accruals & Maximum Accrual Cap

Annual leave accruals will begin on a full-time employee's date of hire and will be prorated for the pay period in which he/she begins employment. The accrual cap is the maximum amount of annual leave that can be carried over from one pay period to another. The annual leave accrual cap is 240 hours. Once an annual leave balance reaches the accrual cap, accrual ceases until the balance has been reduced. This accrual cap does not apply to any full-time employee hired prior to January 1, 2017, the effective date of the 240 hour accrual cap. Full-time employees hired prior to January 1, 2017 will remain at the accrual cap of 320 hours.

Use of Annual Leave

There is no waiting period from time of hire to begin using annual leave. Annual leave accrued through the last processed payroll may be requested for use. It is the responsibility of the individual employee to request annual leave through the Moffat County designated time and attendance software. Annual leave will not be granted for scheduled days off or for hours greater than what the employee is normally scheduled to work in a shift. The employee's Supervisor or Elected Official/Department Head approves requests for annual leave on the basis of work requirements and other leave requests within the department. Employees may not request a payout of any hours of annual leave instead of using annual leave.

A leave request is timely if made within the department's directives for submitting leave. From time to time, those directives can be modified based on staffing levels, workloads, and contingent upon reasonable restrictions applied to all employees in the same class. Requests for annual leave beyond one day must be submitted at least five (5) days in advance of the starting date of the requested leave and may not be used to exceed the regularly scheduled hours in a regular workweek (40 hours for all employees, except law enforcement, which is 160 hours in a 28-day period). Employees calling in for the immediate use of annual leave can cause a disruption to the department. Abuse of calling in and using annual leave may result in a denial of annual leave, which could lead to an unexcused absence and disciplinary action. Annual leave may be used no more than 80 working hours in succession without special approval from the Elected Official/Department Head. Seasonal workloads may preclude scheduling leave during certain times of the year. **Annual leave IS NOT used in the computation of overtime.**

Payment for Unused Annual Leave at Separation/Termination of Employment

Upon separation/termination, a full-time employee shall be paid for accumulated and unused annual leave at the employee's rate of pay immediately preceding separation/termination. This amount will not exceed the annual leave accrual cap. Annual leave will be prorated to the last day of service. The records maintained by the Finance Department regarding annual leave shall be deemed conclusive for all purposes.

Resolution 2016-138
Amended Moffat County Handbook:
Section 6.2 Annual Leave

WHEREAS, the Board of County Commissioners believes it to be in the best interest of Moffat County to amend the Moffat County Handbook: Section 6.2 Annual Leave. This amendment will change the annual leave maximum accrual cap to 240 hours.

WHEREAS, the amended accruals & maximum accrual cap policy will read as follows:

“Annual leave accruals will begin on a full-time employee’s date of hire and will be prorated for the pay period in which he/she begins employment. The accrual cap is the maximum amount of annual leave that can be carried over from one pay period to another. The annual leave accrual cap is 240 hours. Once an annual leave balance reaches the accrual cap, accrual ceases until the balance has been reduced. This accrual cap does not apply to any full-time employee hired prior to January 1, 2017, the effective date of the 240 hour accrual cap. Full-time employees hired prior to January 1, 2017 will remain at the accrual cap of 320 hours.”

WHEREAS, the Human Resources Department was instructed to amend such policy; and

WHEREAS, the attached amended policy has been reviewed by both the County Attorney and the Human Resources Director; and

NOW THEREFORE BE IT RESOLVED, the Board of County Commissioners per motion made on December 20, 2016, approved the amended Moffat County Handbook: Section 6.2 Annual Leave and that the effective date for such change shall be January 1, 2017.

Adopted this 20th Day of December 2016.

Acting Chair, Franklin A. Moe
Moffat County Board of County Commissioners

STATE OF COLORADO)

)§

COUNTY OF MOFFAT)

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

WITNESS, my hand and the seal of said County this 20th day of December 2016.

(Deputy) Clerk and Ex-officio to the
County Commissioners, Moffat County
State of Colorado; Lila Herod

6.12 SICK LEAVE

Sick leave shall be granted to an employee for his/her illness/injury or for the illness/injury of any of his/her immediate family, which requires the employee's presence such as the care of a minor child or a FMLA qualifying event. Per FMLA guidelines, immediate family is defined to mean the employee's spouse, son, daughter, stepson, stepdaughter, adopted son or daughter, or parents/step parents. Immediate family for non-FMLA qualifying events shall be defined as the employee's spouse, minor children, and minor stepchildren. **Employees classified as part-time, temporary, on-call, or occasional are not eligible for Sick leave. Sick leave IS NOT used in the computation of overtime.**

Sick Leave Accrual Calculation and Maximum Accumulation:

Annual Budgeted Hours	Per Pay Period Accrual Rate Based on Annual Hours Budgeted	Accrual Cap that Can Be Carried Over Each Year
Full-time (Budgeted 2,080 hours per year)	3.70 hours	960 hours

Accruals & Maximum Accrual Cap

Sick leave accruals will begin on a full-time employee's date of hire and will be prorated for the pay period in which he/she begins employment. The accrual cap is the maximum amount of sick leave that can be carried over from one pay period to another. The sick leave accrual cap for full-time employees is 960 hours. Once a sick leave balance reaches the accrual cap, accrual ceases until the balance has been reduced.

Use of Sick Leave

There is no waiting period from time of hire to begin using sick leave. Sick leave accrued through the last processed payroll may be requested for use. It is the responsibility of the individual employee to request sick leave through the Moffat County designated time and attendance software. Sick leave will not be granted for scheduled days off or for hours greater than what the employee is normally scheduled to work in a shift. The employee's Supervisor or Elected Official/Department Head approves requests for sick leave. Sick leave claimed for either the day or days immediately preceding or immediately following scheduled days off, at the discretion of the Elected Official/Department Head or Supervisor, shall be supported by evidence of illness or injury from a physician. Employees that have claimed sick leave for three (3) consecutive days or longer shall contact Human Resources to determine if FMLA is needed due to a qualifying event. If it is determined that the illness/injury does not qualify for the initiation of FMLA paperwork and sick leave is claimed for five (5) consecutive days or 40 hours (whichever occurs first), the absence shall be supported by a return to work release from a physician. This release must be submitted to Human Resources prior to the employee's return to work. In the absence of such supporting evidence, the leave taken shall be charged against the employee's accrued annual leave or against any compensatory time to which the employee may be entitled. Employees may not request a payout of any hours of sick leave instead of using sick leave.

When an employee is unable to report to work, he/she is responsible for personally notifying his/her Supervisor (or if incapacitated, by a family member) of the absence prior to the normal starting time or as soon thereafter as possible. Road & Bridge employees are required to notify the Road & Bridge Director or Manager by 6:45 a.m. on the day of the absence. An employee's failure to notify his/her supervisor may cause the absence to be designated as unauthorized leave and/or leave without pay and the employee being subject to disciplinary action.

Payment for Unused Sick Leave at Separation/Termination of Employment

Upon separation/ termination of employment, employees will not be paid for accumulated and unused sick leave; except for full-time employees hired prior to January 1, 2017, who shall be paid only for accumulated and unused sick leave hours in excess of 480 hours at the rate of one-half the employee's rate of pay immediately preceding separation/termination. Sick leave will be prorated to the last day of service. The records maintained by the Finance Department regarding sick leave shall be deemed conclusive for all purposes.

Resolution 2016-139
Amended Moffat County Handbook:
Section 6.12 Sick Leave

WHEREAS, the Board of County Commissioners believes it to be in the best interest of Moffat County to amend the Moffat County Handbook: Section 6.12 Sick Leave. This amendment will add to the policy that employees separating/terminating from employment for payment of unused sick leave at time of separation/termination from employment.

WHEREAS, the amended policy will no longer pay unused sick leave at separation/retirement/termination of employment for any employee hired after January 1, 2017. The amended policy will state the following:

"Upon separation/termination of employment, employees will not be paid for accumulated and unused sick leave; except for full-time employees hired prior to January 1, 2017, who shall be paid only for accumulated and unused sick leave hours in excess of 480 hours at the rate of one-half the employee's rate of pay immediately preceding separation/termination. Sick leave will be prorated to the last day of service. The records maintained by the Finance Department regarding sick leave shall be deemed conclusive for all purposes."

WHEREAS, the Human Resources Department was instructed to amend such policy; and

WHEREAS, the attached amended policy has been reviewed by both the County Attorney and the Human Resources Director; and

NOW THEREFORE BE IT RESOLVED, the Board of County Commissioners per motion made on December 20, 2016, approved the amended Moffat County Handbook: Section 6.12 Sick Leave and that the effective date for such change shall be January 1, 2017.

Adopted this 20th Day of December 2016.

Acting Chair, Franklin A. Moe
Moffat County Board of County Commissioners

STATE OF COLORADO)

)§

COUNTY OF MOFFAT)

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

WITNESS, my hand and the seal of said County this 20th day of December 2016.

(Deputy) Clerk and Ex-officio to the
County Commissioners, Moffat County
State of Colorado; Lila Herod

Justifications
December Supplemental
Resolution 2016-140
December 20, 2016

GENERAL FUND (01)

ELECTIONS (01-0400)

1. The Elections office requests to transfer \$4,000.00 from Elections-Even Year Elections expense to the following budget lines: Election Judges \$2,000 and Operating \$2,000 for the 2016 General Election expense.

No Change to Contingency

GROUNDS AND BUILDING (01-0700)

1. The Grounds and Building department requests to transfer \$5,900.00 from Equipment Rental to Capital Outlay for the tilt trailer purchased to move equipment such as skid steer, man-lift, etc. in 2016.

No Change to Contingency

FINANCE (01-1000)

1. The Finance requests \$300.00 of unexpected revenue from Operating be moved to Dues and Meetings to cover dues paid by Finance that were reimbursed.

No Change to Contingency

INFORMATION TECHNOLOGY (01-1600)

1. The Information Technology Department requests \$259.70 of unexpected revenue from Reimb – Information Systems be moved to Maintenance Contracts for purchases made on behalf of the District Attorney.

No Change to Contingency

2. The Information Technology Department requests to transfer \$3,300.00 from IT-Maintenance Contracts to the Sheriff – Cap Outlay Vehicles for the vehicle transfer made between departments instead of trading them in.

No Change to Contingency

SHERIFF (01-2000)

1. The Sheriff's office requests \$200.00 of unexpected revenue from Reimb-Overtime for towing a vehicle be moved to Sheriff-Operating to cover the cost of the tow.

No Change to Contingency

2. The Sheriff's office requests \$150.00 of unexpected revenue from Reimb-Overtime for towing a vehicle be moved to Sheriff-Operating to cover the cost of the tow.

No Change to Contingency

3. The Sheriff's office requests \$1,141.40 of unexpected revenue from Misc Rev – DUI Law Enforcement Assistance Fund for DUI enforcement for August, September and October is moved to Sheriff-Overtime to cover the cost of the enforcement.

No Change to Contingency

4. The Sheriff's office requests \$4,328.07 of unexpected revenue from Reimb – Insurance be used towards Sheriff – Auto Repairs to repair the vehicle.

No Change to Contingency

5. The Sheriff's office requests \$470.90 of unexpected revenue from Reimb – Insurance be used towards Sheriff – Auto Repairs to repair the vehicle.

No Change to Contingency

6. The Sheriff's office requests \$573.25 of unexpected revenue from Misc Rev – City of Craig for their portion of email and tech expenses be used towards Sheriff – Operating Repairs to cover the expense.

No Change to Contingency

EMERGENCY MANAGEMENT (01-2300)

1. The Emergency Management department requests to transfer \$1,112.00 from unspent Gas and Oil expense to the following budget lines: Repairs Auto \$800.00, Supplies \$300 and EMG Grants \$12 for tires and year-end expenses.

No Change to Contingency

FIRE CONTROL (01-2400)

1. The Fire Control department requests to transfer \$65,000.00 from unspent Emergency Fire Fund to the following budget lines: Wages \$41,000.00, Fringe Benefits \$22,000 and Operating Supplies \$2,000 to cover the 2016 Fire Season expenses.

No Change to Contingency

COUNTY FAIR (01-3900)

1. The Moffat County Fair requests \$36,688.55 of unexpected revenue from Fair-Revenue be moved to Fair- Improvements to cover the increasing costs of the Moffat County Fair and prepare for 100 year fair in 2018.

No Change to Contingency

2. The Moffat County Fair requests to transfer \$1,600.00 of unspent Judges expense and \$1,500.00 of unspent Entertainment expenses to Fair – Improvements to cover the increasing costs of the Moffat County Fair and prepare for 100 year fair in 2018.

No Change to Contingency

3. The Moffat County Fair requests to transfer \$506.99 of unspent Fair Security to Contract Labor to cover the costs of the temporary security expense paid through Flint Personnel.

No Change to Contingency

FAIRGROUNDS (01-4200)

1. The Fairgrounds requests to transfer \$782.55 (50%) of revenue from Overnight Camping revenue during the Moffat County Fair be moved to Moffat County Fair Donations.
No Change to Contingency

VETERANS (01-4500)

1. The Veterans Officer requests \$398.26 of unexpected revenue from Misc-Revenue United Way be moved to Veterans-Grants to forward the grant expense to the American Legion to be used for Moffat County Veterans.
No Change to Contingency

YOUTH SERVICES (01-4701)

1. The Youth Services Department requests \$1,679.00 from State-SB-94 and \$915.00 from SB-215- Reimburse of unexpected revenue be moved to Youth Services-Wraparound Services to continue to provide services.
No Change to Contingency
2. The Youth Services Department requests to transfer \$2,220.00 of unspent Youth Services – Wraparound services to Youth Services Ass/Division Officer to cover reimbursement for on-call stipends.
No Change to Contingency

SHERMAN YOUTH CAMP (01-4902)

1. The Sherman Youth Camp requests to transfer \$1,800.00 from unspent Operating Supplies to Contract Labor for the temporary position expenses at the camp in 2016.
No Change to Contingency

OTHER ADMINISTRATION (01-5300)

1. The Other Administration department request to transfer \$21,322 from Other Admin- Unemployment to the following budget lines: Treasurer Longevity \$2,322 and Treasurer Fringe Benefits \$19,000 due to unexpected fringe benefit change and longevity increases from staffing changes.
No Change to Contingency
2. The Other Administration department requests to transfer \$19,466.80 from Contingency to Maybell Waster Water Treatment Facility for a Grant Match for Lagoon Repair in accordance with adopted resolution 2016-121.
\$19,466.80 Change to Contingency

RETIREMENT (03)

1. The Finance Department requests to reduce spending authority of \$363,434.00 as these transactions are no longer taking place through the retirement fund as they are taking place in each department through the payroll process. The expenditure reduction request is as follows:

General \$183,411.00	Road & Bridge \$109,354.00
Landfill \$8,253.00	Senior Citizens \$4,830.00
Library \$7,873.00	Jail \$40,540.00
Sunset Meadows I \$1,834.00	Sunset Meadows II \$2,272.00
Museum \$4,763.00	Airport \$304.00

LANDFILL (12)

1. The Landfill requests to transfer \$45,000 from unspent Landfill - Capital to Landfill – fees to cover the fee increase from Colorado Dept. of Public Health and Environment due to the materials received from the Shadow Mountain Improvement Project.

E911 (07)

1. The E911 Board is requesting to utilize \$22,300.00 in E911 reserve funds to cover the additional costs in Special Projects for the grant match of radios to law enforcement, Fire and EMS.

LIBRARY (12)

1. The Library requests \$5,313.14 in unexpected revenue from Library – Grant to purchase \$4,194.14 in Books and \$1,119.00 Automation to purchase print and online education materials.

MAYBELL WASTE WATER TREATMENT FACILITY (MWWTF) (13)

1. The MWWTF requests \$19,466.80 in unexpected revenue from Transfer in from General towards Improvements for the Grant Match for Lagoon Repair in accordance with adopted resolution 2016-121.

JAIL (21)

1. The Jail requests \$2,720.00 of unexpected revenue from Reimb- Overtime for Juvenile Watch funds be used to cover Overtime expense.

SOCIAL SERVICES (22)

2. The Social Services Department request spending authority of \$110,319.00 for Child Welfare 80/20 expenses due to unexpected unemployment expense, increased attorney time, increased operating, temporary staff and new staff only funded in this area while they are traveling to extensive training (new staff is distributed in other funding areas after weeks of training), the expense will either be absorbed through potential Child Welfare funds at state closeout in June or the IV-E Incentive Fund Reserves. The expenditure request is as follows:

Unemployment \$15,000	Contract Labor \$8,500
Office Supplies \$10,000	Professional Services Legal \$5,000
Travel Expense \$12,500	Wages \$39,000
Fringe Benefits \$15,319	Telephone \$5,000

3. The Social Services Department requests spending authority of \$600 in AND-Assistance Payments expense due to an increase in caseload; an 80% reimbursed expense.

4. The Social Services Department requests spending authority of \$2,291.00 in Medicaid Transportation due to the the increase in the usage of Medicaid Transportation which is an 100% reimbursed expense.

SUNSET MEADOWS 1 (27)

1. The Housing Authority Board requests to reduce spending authority of \$1,895.50 from Sunset Meadows 1-Uncategorized Income from laundry fees to Sunset Meadows 1-Washer. The spending authority request was previously adjusted in budget process.
2. The Housing Authority requests \$1,000.00 in unexpected revenue from Misc Revenue be moved to \$700.00 Oper Maint – Repairs Equip & Maint and \$300.00 Oper Maint – Facilities expense for walk –in shower for tenant accommodation.

SUNSET MEADOWS 1 (28)

1. The Housing Authority Board requests to reduce spending authority of \$1,895.50 from Sunset Meadows 2-Uncategorized Income from laundry fees to Sunset Meadows 1-Washer. The spending authority request was previously adjusted in budget process.

MUSEUM (29)

1. The Museum requests \$10,234.69 of unexpected revenue from Misc Revenue is moved to the following budget lines: \$4,845.00 Capital Equipment, \$2,134.19 Special Projects and \$3,255.50 Repairs Bldg to cover building repairs and security equipment improvements.

SHADOW MOUNTAIN LOCAL IMPROVEMENT DISTRICT (SMLID) (30)

1. The SMLID requests \$178.61 in unexpected revenue from Misc Revenue be moved to Miscellaneous expense to cover the return of overpayments made by residents.
2. The SMLID requests spending authority of \$590,000 for \$42,061 Architectural/Engineering Services, \$237,100 Road Construction, \$258,500 in Utilities Construction, \$18,100 in Water Service Lines and \$34,239 in Sewer Service Lines. These expenses are reimbursed from State Energy Impact-Grant, Drinking Water Revolving Fund and Waste Water Revolving Fund for the SMLID project.

Contingency Account History	
Balance as of June 21, 2016	\$200,000.00
Shadow Mountain Clubhouse -September 20, 2016	(12,000.00)
Transfer to Maybell Waste Water Treatment Facility	(19,466.80)
Balance as of December 20, 2016	\$168,533.20
Emergency Reserve Account History	
Balance as of September 20, 2016	\$937,283
Balance as of December 20, 2016	\$937,283

RESOLUTION NO. 2016-140

December 20, 2016

Supplemental Budget

WHEREAS, the Board of County Commissioners of the County of Moffat and State of Colorado have approved the 2016 Budget.

WHEREAS, various departments have a need to amend their budget amounts due to a change in revenues, grants or unanticipated needs.

WHEREAS, this supplemental has been properly published prior to adoption.

E	01-0400-00-6505	ELECTIONS - EVEN YEAR ELECTION EXPENSE	(4,000.00)
E	01-0400-00-6501	ELECTION-INTERNET ACCESS/ROUTER MAINT	2,000.00
E	01-0400-00-6100	ELECTION-OPERATING SUPPLIES	2,000.00
E	01-0700-00-6240	GRDS&BLDG-EQUIPMENT RENTAL	(5,900.00)
E	01-0700-00-6228	GRDS&BLDG-CAPITAL OUTLAY	5,900.00
R	01-9800-4568	REIMB-FINANCE OPERATING	300.00
E	01-1000-00-6300	FINANCE-DUES & MEETINGS	300.00
R	01-9800-4850	REIMB-INFORMATIONS SERVICES	259.70
E	01-1600-00-6120	INFO SYSTEMS-MAINTENANCE CONT	259.70
E	01-1600-00-6120	INFO SYSTEMS-MAINTENANCE CONT	(3,300.00)
E	01-2000-00-6225	SHERIFF-CAP OUT VEHICLE	3,300.00
R	01-9800-4540	REIMB-SHERIFF OT	200.00
E	01-2000-00-6100	SHERIFF-OPERATING SUPPLIES	200.00
R	01-9800-4539	REIMB-SHERIFF OPERATING	150.00
E	01-2000-00-6100	SHERIFF-OPERATING SUPPLIES	150.00
R	01-9500-4839	MISC REV-DUI LEAF	1,141.40
E	01-2000-00-6034	SHERIFF-OVERTIME	1,141.40
R	01-9800-4551	REIMB-INSURANCE REIMBURSEMENT	4,328.07
E	01-2000-00-6121	SHERIFF-REPAIRS AUTO	4,328.07
R	01-9800-4551	REIMB-INSURANCE REIMBURSEMENT	470.90
E	01-2000-00-6121	SHERIFF-REPAIRS AUTO	470.90
R	01-9500-4853	MISC REV-CITY OF CRAIG	573.25
E	01-2000-00-6100	SHERIFF-OPERATING SUPPLIES	573.25
E	01-2300-00-6106	EMG MGMT-GAS & OIL	(1,112.00)
E	01-2300-00-6121	EMG MGMT-REPAIRS AUTO	800.00
E	01-2300-00-6085	EMG MGMT-OFFICE SUPPLIES	300.00
E	01-2300-00-6345	EMG MGMT- GRANTS	12.00
E	01-2400-00-6258	FIRE-EMERGENCY FIRE FUND	(65,000.00)
E	01-2400-23-6000	FIRE-WAGES	41,000.00
E	01-2400-00-6060	FIRE-FRINGE BENEFITS	22,000.00
E	01-2400-00-6100	FIRE-OPERATING SUPPLIES	2,000.00
R	01-9500-4844	MISC REV-MOCO FAIR DONATIONS	36,688.55
E	01-3900-00-6250	COUNTY FAIR-IMPROVEMENTS	36,688.55
E	01-3900-00-6051	COUNTY FAIR-JUDGES	(1,600.00)
E	01-3900-00-6093	COUNTY FAIR-ENTERTAINMENT	(1,500.00)
E	01-3900-00-6250	COUNTY FAIR-IMPROVEMENTS	3,100.00
E	01-3900-32-6000	COUNTY FAIR-FAIR SECURITY	(506.99)
E	01-3900-00-6046	CONTRACT LABOR	506.99

R	01-9500-4844	MISC REV-MOCO FAIR DONATIONS	782.55
R	01-9500-4559	MISC REV-UNITED WAY	398.26
E	01-4500-00-6345	VETERANS-GRANTS (Funded by United Way)	398.26
R	01-9200-4554	STATE-SB94 MISC	1,679.00
R	01-9400-4860	SB215 FEES	915.00
E	01-4701-00-6105	YOUTH SERVICES-C.E.T.-WRAPARND SERVICES	2,594.00
E	01-4701-00-6105	YOUTH SERVICES-C.E.T.-WRAPARND SERVICES	(2,220.00)
E	01-4701-03-6000	YOUTH SERVICE-CET-YTH SVC ASST/DIV OFFCR	2,220.00
E	01-4902-00-6100	SHERMAN-OPERATING SUPPLIES	(1,800.00)
E	01-4902-00-6046	CONTRACT LABOR	1,800.00
E	01-5300-00-6061	OTHER ADMIN-UNEMPLOYMENT	(21,322.00)
E	01-0500-00-6038	TREASURER-LONGEVITY	2,322.00
E	01-0500-00-6060	TREASURER-FRINGE BENEFITS	19,000.00
E	01-5300-00-6371	OTHER ADMIN-CONTINGENCY	(19,466.80)
E	13-0100-00-6250	MAYBELL SAN-IMPROVEMENTS	19,466.80
E	03-0100-00-6065	RETIREMENT-GENERAL	(183,411.00)
E	03-0100-00-6066	RETIREMENT-ROAD & BRIDGE	(109,354.00)
E	03-0100-00-6067	RETIREMENT-LANDFILL	(8,253.00)
E	03-0100-00-6069	RETIREMENT-SENIOR CITIZENS	(4,830.00)
E	03-0100-00-6070	RETIREMENT-LIBRARY	(7,873.00)
E	03-0100-00-6073	RETIREMENT-PSC JAIL	(40,540.00)
E	03-0100-00-6075	RETIREMENT SM1	(1,834.00)
E	03-0100-00-6076	RETIREMENT-SMII	(2,272.00)
E	03-0100-00-6078	RETIREMENT - MUSEUM	(4,763.00)
E	03-0100-00-6080	RETIREMENT-AIRPORT	(304.00)
E	04-1000-00-6220	LANDFILL-CAPITAL OUTLAY	(45,000.00)
E	04-1000-00-6260	LANDFILL-FEES	45,000.00
E	07-0100-00-6102	E911-SPECIAL PROJECTS	22,300.00
R	12-9200-4642	LIB STATE-GRANT	5,313.14
E	12-0100-00-6180	LIBRARY-BOOKS	4,194.14
E	12-0100-00-6186	LIBRARY-AUTOMATION	1,119.00
R	13-9901-4360	TRANSFER IN FROM GENERAL	19,466.80
R	21-9800-4540	PSC JAIL-REIMBURSE OT	2,720.00
E	21-0100-00-6034	PSC JAIL-OVERTIME	2,720.00
E	22-3210-00-6061	UNEMPLOYMENT INSURANCE	15,000.00
E	22-3210-00-6046	CONTRACT LABOR	8,500.00
E	22-3210-00-6085	OFFICE SUPPLIES	10,000.00
E	22-3210-00-6076	PROFESSIONAL SERVICES LEGAL	5,000.00
E	22-3210-00-6108	TRAVEL EXPENSES	12,500.00
E	22-3210-00-6000	WAGES	39,000.00
E	22-3210-00-6060	FRINGE BENEFITS	15,319.00
E	22-3210-00-6103	TELEPHONE	5,000.00
R	22-3200-4840	REVENUE CW PROGRAM	88,255.00
R	22-4875-4840	REVENUE AND	480.00
E	22-4875-00-6400	ASSISTANCE PAYMENTS	600.00
R	22-0905-4840	REVENUE MEDICAID TRANSPORTATION	2,291.00
E	22-0905-00-6400	MEDICAID TRANSPORTATION	2,291.00

R	27-9500-4999	MISC REV-UNCATEGORIZED INCOME	(1,895.50)
E	27-0103-00-6570	OPERATING & MAINT-WASHER DRYER	(1,895.50)
R	27-9500-4840	MISC REVENUE	1,000.00
E	27-0103-00-6123	OPER MAINT -REPAIRS EQUIP & MAINTENANCE	700.00
E	27-0103-00-6504	OPERATING&MAINT-FACILITIES EXPENSE	300.00
R	28-9500-5900	MISC REV-MISC INCOME	(1,895.50)
E	28-0103-00-6570	OPERATING & MAINT-WASHER & DRYER	(1,895.50)
R	29-9800-4546	REIMB-MUSEUM MISC	10,234.69
E	29-0100-00-6220	MUSEUM - CAPITAL OUTLAY-OFFICE EQUIPMENT	4,845.00
E	29-0100-00-6255	MUSEUM - SPECIAL PROJECTS	2,134.19
E	29-0100-00-6124	MUSEUM - REPAIRS BUILDING	3,255.50
R	30-9500-4840	MISC REVENUE	178.61
E	30-0100-00-6349	SMLID-MISCELLANEOUS	178.61
R	30-9200-4858	STATE-DRINKING WATER REVVLNG FUND GRANT	18,100.00
E	30-0100-00-6262	SMLID-WATER SERVICE LINES	18,100.00
R	30-9200-4859	STATE-WASTE WATER REVOLVING FUND GRANT	34,239.00
E	30-0100-00-6263	SMLID-SEWER SERVICE LINES	34,239.00
R	30-9200-4842	STATE-ENERGY IMPACT GRANT	537,661.00
E	30-0100-00-6207	SMLID-ARCHITECTURAL/ENGINEERING SERVICES	42,061.00
E	30-0100-00-6218	SMLID-ROAD CONTRUCTION	237,100.00
E	30-0100-00-6248	SMLID-UTILITIES CONSTRUCTION	258,500.00

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Moffat County, Colorado that the 2016 appropriations and budgets be supplemental as follows:

Charles G. Grobe
 Chair, Board of County Commissioners
 STATE OF COLORADO)
) ss
 COUNTY OF MOFFAT)

I, Lila Herod, County Clerk and Ex-officio 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 20th , Day of December 2016.

Clerk and Ex-officio to
 County Commissioners, Moffat County
 State of Colorado; Lila Herod

Budget Year 2017

CERTIFICATION OF LEVIES AND REVENUE

BY

MOFFAT COUNTY

COUNTY COMMISSIONERS

STATE OF COLORADO
Division of Property Taxation
Department of Local Affairs
1313 Sherman Street, #419
Denver, Colorado 80203

Distribution:

Property Tax Administrator

- 1 COPY

Division of Local Government

- 1 COPY

School Finance Office

- 1 COPY

Assessor

- 1 COPY

Board of County Commissioners

- 1 COPY

Prepared by Mindy Curtis

Phone No. (970) 824-9106

CERTIFICATION OF LEVIES AND REVENUE

TYPE OF LEVY	ASSESSED VALUATION Nearest Ten Dollars	SUMMARIES					TOTAL ALL FUNDS Revenue Dollars
		NET GEN OPERATING OR NET TOTAL PROGRAM & CAT BUYOUT Revenue Dollars	CONTRACTUAL OBLIGATIONS BOND REDEMPTION OVERRIDES Revenue Dollars	REFUND/ABATEMENT TRANSPORTATION Revenue Dollars	CAPITAL EXPENDITURES OTHER Revenue Dollars		
SCHOOLS							
Districts	\$409,697,812	\$8,405,360	\$4,475,539	\$21,714	\$0		\$12,902,613
Junior Colleges	\$409,697,812	\$1,229,093	\$0	\$2,048	\$0		\$1,231,142
Sub-Total Schools		\$9,634,454	\$4,475,539	\$23,762	\$0		\$14,133,755
LOCAL GOVERNMENT							
Counties	\$409,697,812	\$8,551,213	\$0	\$16,798	\$1,229,093		\$9,797,104
Cities and Towns	\$74,824,735	\$1,277,081	\$0	\$0	\$147,543		\$1,424,624
Title 32							
Local Improvement & Service	\$0	\$0	\$0	\$0	\$0		\$0
All Other							
Local Improvement & Service	\$1,020,664,957	\$828,670	\$0	\$277	\$610,994		\$1,439,941
Sub-Total Local Government		\$10,656,964	\$0	\$17,074	\$1,987,631		\$12,661,669
TOTAL VALUATION & REVENUE:	\$2,324,583,128	\$20,291,417	\$4,475,539	\$40,837	\$1,987,631		\$26,795,424

CERTIFICATION:

STATE OF COLORADO

)

) SS:

COUNTY OF MOFFAT

)

I, John S. Kinkaid, Chairman, Board of County Commissioners of Moffat County, State of Colorado, do hereby certify that the above and foregoing are true copies of valuations as certified to County Commissioners by the County Assessor, and levies and revenue are certified to the Assessor and Property Tax Administrator by the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand at _____, Colorado, the _____ day of _____, 2016.

(Deputy) Clerk and Ex-officio to the County Commissioners

Chairman, Board of County Commissioners

~Reduction in levy set by DOE. Negative levy & dollar

(DPT use) <u>JUNIOR COLLEGE</u> <u>ONLY</u>	<u>NAME</u>	<u>ASSESSED</u>	<u>(1)GENERAL OPERATING</u>		<u>(3) CONTRACTUAL OBLIGATIONS</u>				<u>(5)REFUNDS/ABATEMENTS</u>		<u>(7)CAPITAL</u>		<u>TOTAL ALL FUNDS</u>		
		<u>VALUATION</u>	<u>(2)TEMPORARY TAX CREDIT</u>		<u>Levy</u>	<u>Revenue</u>	<u>(Mills)</u>	<u>(Dollars)</u>	<u>Levy</u>	<u>Revenue</u>	<u>(Mills)</u>	<u>(Dollars)</u>	<u>Levy</u>	<u>Revenue</u>	
	Moffat County Affiliated Jr. College Dist.	\$409,697,812	(1) 3.000		\$1,229,093	(3) 0.000			\$0	0.005		\$2,048		3.005	\$1,231,14
			(2)(0.000)		\$0	(4) 0.000			\$0	(6) 0.000		\$0	(7) 0.000	\$0	

COUNTY PURPOSES

*Other levies (EXEMPT FROM THE 5.5% LIMITATION), such as reimbursement of excess State Aid to Schools and Reappraisal Costs. (NAME MUST BE FOOTNOTED)

CITIES AND TOWNS

(DPT use) ONLY	CITY/TOWN NAME	(3) CONTRACTUAL OBLIGATIONS*													
		ASSESSED VALUATION	(1) GENERAL OPERATING			(4) BOND REDEMPTION*			(5) REFUNDS/ABATEMENTS			(7) CAPITAL EXPENDITURE**			TOTAL ALL FUNDS
			Nearest Ten Dollars	Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)
	Craig	\$73,771,578	(1) 16.996		\$1,253,822	(3) 0.000		\$0	(5) 0.000		\$0		(1) 18.996		\$1,401,365
		(2)(0.000)			\$0	(4) 0.000		\$0	(6) 0.000		\$0	(1) 2.0000		\$147,543	
	Dinosaur	\$1,053,157	(1) 22.085		\$23,259	(3) 0.000		\$0	(5) 0.000		\$0				
		(2)(0.00)			\$0	(4) 0.000		\$0	(6) 0.000		\$0	(7) 0.000		\$0	22.085
		(1)_____	_____	(3)_____	_____	(5)_____	_____								\$23,259
		(2)(_____)	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)(_____)	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____								
		(2)_____	(_____)	(4)_____	_____	(6)_____	_____	(7)_____	_____						
		(1)_____	_____	(3)_____	_____	(5)_____	_____</								

LOCAL IMPROVEMENT & SERVICE DISTRICTS

TITLE 32 STATUTORY DISTRICTS WITH ONE OR MORE BOND LEVIES

(For each bond, you must show the bond date and number of years. See instructions to determine the districts authorized by Title 32)

(DPT use) ONLY	ASSESSED VALUATION	(3) CONTRACTUAL OBLIGATIONS*															
		Nearest Ten Dollars	(1) GENERAL OPERATING		(4) BOND REDEMPTION* (Levies approved at election)		(5) REFUNDS/ABATEMENTS		(6) OTHER***		(7) CAPITAL EXPENDITURE**		TOTAL ALL FUNDS				
DISTRICT NAME		Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)				
		(1) _____	_____	(5) _____	_____												
		(2)(_____) (_____)	(3) _____	(6) _____	(7) _____												
		bond date = _____	(4) _____	term in years = _____													
		bond date = _____	(4) _____	term in years = _____													
		bond date = _____	(4) _____	term in years = _____													
		bond date = _____	(4) _____	term in years = _____													
		(1) _____	_____	(5) _____	_____												
		(2)(_____) (_____)	(3) _____	(6) _____	(7) _____												
		bond date = _____	(4) _____	term in years = _____													
		bond date = _____	(4) _____	term in years = _____													
		bond date = _____	(4) _____	term in years = _____													
		bond date = _____	(4) _____	term in years = _____													
		(1) _____	_____	(5) _____	_____												
		(2)(_____) (_____)	(3) _____	(6) _____	(7) _____												
		bond date = _____	(4) _____	term in years = _____													
		bond date = _____	(4) _____	term in years = _____													
		bond date = _____	(4) _____	term in years = _____													
		bond date = _____	(4) _____	term in years = _____													
		(1) \$ _____	(3) \$ _____	(5) \$ _____													
TOTAL: \$		(2) \$(_____)	(4) \$ _____	(6) \$ _____	(7) \$ _____	xxx	\$ _____										

~Negative levy & dollar (Temporary tax credit must go here. If the entity applied it to a component levy other than General Operating, please footnote.)

29-1-301(1.2), CRS

*All entries in the column MUST be approved at election .

**Election generally not required (some entity-specific exceptions); includes capital expenditures approved under 29-1-301(1.2), C.R.S.

***Other special fund levies exempt from the 5.5% statutory revenue limitation. (NAME MUST BE FOOTNOTED).

ALL OTHER LOCAL IMPROVEMENT & SERVICE DISTRICTS

(All Non-Title 32 districts and Title 32 districts with no bond levy. See instructions for list of Title 32 districts.)

(3) CONTRACTUAL OBLIGATIONS*

(DPT use) ONLY	DISTRICT NAME	ASSESSED VALUATION		(1)GENERAL OPERATING		(4) BOND REDEMPTION* (Levies approved at election)		(5)REFUNDS/ABATEMENTS		(7)CAPITAL EXPENDITURE**		TOTAL ALL FUNDS		
		Nearest Ten Dollars	Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)
	Artesia Fire Protection District	\$3,283,887	(1) 9.233 (2)(0.000)	\$30,320.13 \$0 (4) 0.000	(3) 0.000	\$0 (5) 0.000 \$0 (6) 0.000		\$0					9.233	\$30,320
	Craig Rural Fire Protection District	\$276,742,669	(1) 1.997 (2)(0.000)	\$552,655 \$0 (4) 0.000	(3) 0.000	\$0 (5) .001 \$0 (6) 0.000		\$277 1.500 \$0 (7) 0.000		\$415,114 \$0		3.498	\$968,046	
	Great N. Water Conservancy District	\$86,381,947	(1) 0.000 (2)(0.000)	\$0 (3) 0.000 \$0 (4) 0.000		\$0 (5) 0.000 \$0 (6) 0.000		\$0				0	\$0	
	Juniper Water Conservancy District	\$46,655,430	(1) 0.000 (2)(0.000)	\$0 (3) 0.000 \$0 (4) 0.000		\$0 (5) 0.000 \$0 (6) 0.000		\$0				0	\$0	
	Pot Hook Water Conservancy District	\$3,062,451	(1) 0.000 (2)(0.000)	\$0 (3) 0.000 \$0 (4) 0.000		\$0 (5) 0.000 \$0 (6) 0.000		\$0				0	\$0	
	Yellow Jacket Water Conservancy Dist	\$22,664,462	(1) 0.209 (2)(0.00)	\$4,737 (3) 0.000 \$0 (4) 0.000		\$0 (5) 0.000 \$0 (6) 0.000		\$0				0.209	\$4,737	
	Upper Yampa Water Conservancy Dist	\$172,126,729	(1) 0.682 (2)(0)	\$117,390 (3) 0.000 \$0 (4) 0.000		\$0 (5) 0 \$0 (6) 0		\$0 1.138 \$0 (7) 0.000		\$195,880 \$0		1.820	\$313,271	
	Colorado River Water Cons. District	\$409,697,812	(1) 0.252 (2)0.00	\$103,244 (3) 0.000 \$0 (4) 0.000		\$0 (5) 0.000 \$0 (6) 0.000		\$0				0.252	\$103,244	
	Maybell Irrigation District	\$49,570	(1) 410.00 (2)(0.000)	\$20,324 (3) 0.000 \$0 (4) 0.000		\$0 (5) 0.000 \$0 (6) 0.000		\$0				410.000	\$20,324	
		(1)_____	(2)_____	(3)_____	(4)_____	(5)_____	(6)_____	(7)_____						
		(1)_____	(2)_____	(3)_____	(4)_____	(5)_____	(6)_____	(7)_____						
		(1)_____	(2)_____	(3)_____	(4)_____	(5)_____	(6)_____	(7)_____						
		TOTAL:	\$1,020,664,957	(1) \$828,670	(2) \$0	(3) \$0	(4) \$0	(5) \$277	(6) \$0	(7) \$610,994	xxx	\$1,439,941		

~Negative levy & dollar (Temporary tax credit must go here. If the entity applied it to a component levy other than General Operating, please footnote.)

29-1-301(1.2), CRS

*All entries in the column MUST be approved at election .

**Election generally not required (some entity-specific exceptions); includes capital expenditures approved under 29-1-301(1.2), C.R.S.

***Other special fund levies exempt from the 5.5% statutory revenue limitation. (NAME MUST BE FOOTNOTED).

TAX INCREMENT FINANCE BREAKDOWN *

District TIF

Base Value

(PLEASE FILL IN BLANK)

Full name of Tax Increment Finance area

1. _____ SCHOOL DISTRICT # _____ includes \$ _____ Assessed Valuation and
\$ _____ Revenue attributable to _____.

2. COUNTY PURPOSES include \$ _____ Assessed Valuation and \$ _____ Revenue attributable to _____.

3. CITY OF _____ includes \$ _____ Assessed Valuation and \$ _____ Revenue
attributable to _____.

4. _____ FIRE PROTECTION DISTRICT includes \$ _____ Assessed Valuation
and \$ _____ Revenue attributable to _____.

5. _____ (special district) includes \$ _____ Assessed Valuation and \$ _____ Revenue
attributable to _____.

6. _____ (special district) includes \$ _____ Assessed Valuation and \$ _____ Revenue
attributable to _____.

7. _____ (special district) includes \$ _____ Assessed Valuation and \$ _____ Revenue
attributable to _____.

8. _____ (special district) includes \$ _____ Assessed Valuation and \$ _____ Revenue
attributable to _____.

9. _____ (special district) includes \$ _____ Assessed Valuation and \$ _____ Revenue
attributable to _____.

10. TOTAL VALUATION AND REVENUE includes \$ _____ Assessed Valuation and \$ _____ Revenue
attributable to _____.

*** NOTE: ON THE FRONT 6 PAGES OF THIS CERTIFICATION, SHOW THE GROSS ASSESSED VALUATION OF ALL PROPERTY WITHIN THE DISTRICT
NOT THE NET. (Total assessed valuation as if the TIF did not exist.)**



Personnel Requisition Form

Date: 12/14/16

Position Information:	
Position Title: Staff Assistant	Pay Grade: 13
Name of Employee Replacing: Myranda Madsen	
Reason for Opening: Termination	Position Opening Date: 12/14/16
Position Status: <input type="checkbox"/> Full-time <input checked="" type="checkbox"/> Part-time <input type="checkbox"/> Temporary	Weekly Hours: 25
Department: Housing Authority	Supervisor: Shawnna Muhme
Type of Position: <input checked="" type="checkbox"/> Existing/Budgeted <input type="checkbox"/> New/Not Budgeted <input type="checkbox"/> Change to Current Budgeted Position	
If Temporary, dates requested: From: _____ To: _____	
Advertising:	
<input type="checkbox"/> Internal <input type="checkbox"/> External <input checked="" type="checkbox"/> Internal & External	Advertising Area: _____
Advertising Dates: From: 12/19/16 To: 01/09/17	
Justification:	
If this position is new, what revenue source will be used to pay for the position?	
Explain the functions of this position and how it related to your department.	
Position entails a variety of clerical functions in support of office/department staff, including: Senior Transportation and Meals on Wheels Program.	
Does this position duplicate any services or duties within your department? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what services or duties are duplicated?	
Does this position duplicate any services or duties within the county? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what services or duties are duplicated?	

Can this duplication be reduced or eliminated? Yes No If yes, how?

Have you looked at areas such as reassignment of duties, computer programs, department restructuring, or scheduling to modify or reduce the FTE of the position? Yes No

What technology is available to reduce staff time and/or increase efficiencies?

Can the position be evaluated to reduce any job functions that would result in a lower grade assignment? Yes No

Can this position be restructured to possibly be shared with another department? Yes No If yes, which department and how?:

If this position isn't approved, how will your department be impacted?

Position is absolutely necessary to fulfill the daily functions of Sunset Meadows I & II, Meals-on-Wheels and Senior Transportation. This position provides support to Sunset Meadows tenants and all of the staff members.

To be completed by Human Resources

Date Received: 12/14/16

Current Position #: 3012-01

New Position Number: N/A

Salary Range: \$12.82-\$15.38/hour

Annual Hours: 1300

Budgeted Salary: \$15,990

Budgeted Fringe: \$1,503

Additional Reduced Funding Salary: \$ _____ Fringe: \$ _____

Payout? Yes No

Annual _____ hrs /\$ _____ Sick _____ hrs /\$ _____ Compensatory _____ hrs /\$ _____

Time to Exhaust Payout: Eligible Hire Date:

Approved Denied BOCC / HR Approval: _____ Date: _____



Colorado Voting System Proposal

Moffat County

Lila Herod County Clerk & Recorder

9500 RV, 1 VSPC, Tier 3

Date: October 25, 2016

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Central Scanning Hardware & Software License			
ImageCast Central Includes: Canon DR-M160 II document scanner, - ImageCast™ Central Software including third party Kofax VRS 4.5 software - OptiPlex 9020 All-in-One Series with pre-loaded software - One (1) iButton Programmer and (1) iButton Key Switch & Cat5 RJ 45 Cables - 12 months Hardware Warranty - 12 months Firmware License	2	\$5,500	\$13,000.00
		Sub-Total:	\$13,000.00
ImageCast X for the VSPC			
ICX Voter Card Activation Station	2	\$1,700.00	\$3,400.00
ImageCast X Accessible	3	\$2,575.00	\$7,725.00
ImageCast X	4	\$1,925.00	\$7,700.00
ImageCast X Voting Booth	7	\$330.00	\$2,310.00
		Sub Total	\$21,942.02
Democracy Suite and Adjudication Hardware			
Democracy Suite Hardware - 6	1	\$10,682.44	\$10,682.44
Adjudication Workstation	1	\$1,124.70	\$1,124.70
Report Printer	1	\$115.00	\$115.00
		Sub-Total:	\$11,922.14
Democracy Suite and Adjudication Software			
Democracy Suite (EMS)	1	\$23,900.00	\$23,900.00
ICC Adjudication Application	1	\$3,825.00	\$3,825.00
Automatic Test Decks	1	\$3,000.00	\$3,000.00
		Sub-Total:	\$30,725.00
Implementation and Training			
On-Site Training	1	\$3,140.00	\$3,140.00
Implementation / Configuration / Acceptance Testing	1	\$7,820.00	\$7,820.00
Project Management / Implementation costs	1	\$5,144.00	\$5,144.00
		Sub-Total:	\$16,104.00
Shipping¹			
Estimated Shipping	1	\$0.00	TBD
		Sub-Total:	\$0.00
Outright Purchase - Year 1 Total:			
			\$93,693.16
Election Services			
3 Day On Site Elections Support	2	\$4,500.00	\$9,000.00
		Sub-Total:	\$9,000.00
Annual License / Warranty Fees			
Democracy Suite RTR (EMS)	1	\$8,000.00	\$8,000.00
Adjudication Application	1	\$1,000.00	\$1,000.00
Automatic Test Decks	1	\$600.00	\$600.00
ImageCast Central	2	\$1,000.00	\$2,000.00
ImageCast X	4	\$115.00	\$460.00
ImageCast X Accessible	3	\$125.00	\$375.00
ImageCast Central Extended Warranty	2	\$650.00	\$1,300.00
ImageCast X Extended Warranty	4	\$125.00	\$500.00
ImageCast X Accessible Extended Warranty	3	\$140.00	\$420.00
		Annual Fees:	\$14,665.00

Manage Service Agreement^{1,2}

	Years	Payment
Manage Service Agreement	6	\$30,904
Manage Service Agreement	8	\$28,096

Notes:

¹ All Shipping Costs to be invoiced separately to customer as a pass-through cost² Amounts due in years 2 and thereafter are subject to annual increases reflective of 2% inflation

Dominion offers two methods of acquisition: Outright purchase and Manage Service

Outright purchase is the traditional method of paying up front for Hardware, Software and Implementation and Training. Elections services are billed as performed and License and Warranty are billed on the anniversary

Managed Services is a lease in which Dominion includes all Hardware, Software, Implementation and Training, Elections Services, License and Warranty for 6 or 8 years. One single payment per year which becomes budgetary. **In 6 years Ouray will have 9 elections. In 8 years 12 elections

The Colorado SOS will reimburse the county for half of the Implementation and Training fees if the county converts in 2016 or 2017. Moffat would be reimbursed \$8,052.00

This quote is valid for 90 days and subject to change for scope and configuration updates.

Lila Herod

From: Steven Bennett [steven.bennett@dominionvoting.com]
Sent: Tuesday, December 06, 2016 1:59 PM
To: Lila Herod
Subject: RE: Dominion

Please see answers below!

Regards,

STEVEN A BENNETT | REGIONAL SALES MANAGER

DOMINION VOTING

26561 Amherst Court, Loma Linda, CA 92354
909.362.1715 | DOMINIONVOTING.COM

909.362.1715 MOBILE | 909.362.1715 FAX | 909.362.1715 TOLL FREE | 800.362.1715

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From: Lila Herod [mailto:lherod@moffatcounty.net]
Sent: Tuesday, December 6, 2016 10:49 AM
To: Steven Bennett <steven.bennett@dominionvoting.com>
Cc: 'Mason Siedschlaw' <msiedschlaw@moffatcounty.net>; 'Tori Pingley' <tpingley@moffatcounty.net>; 'Amanda Tomlinson' <atomlinson@moffatcounty.net>
Subject: RE: Dominion

Good Morning Steven,

We are reviewing the contract and exhibits and have some questions:

- 1) Is the server included in the hardware and software license fee or is it part of the Democracy Suite Hardware? We would like to see the server itemized in the quote and contract. Is this a tower server or rack mount?

The server is a line item as "Democracy Suite Hardware and is a Dell server (rack mount)

POWEREDGE R630 RACK SERVER W WINDOWS SERVER 2012 R2 AND SQL SERVER 2012

- 2) Does this include the backup system and UPS/ power backup for the server and hardware? We are trying to anticipate additional costs...

This does not include a backup. Those that have the funds are buying a second server. The server have multiple hard drives for plug and play if need be.

- 3) I understood the six year lease would be \$30,904 per year. What is the increase in each additional year as outlined below?

On the quotes, we note a nominal CPI increase of 2% per year. This was negotiated with the state. Let me know if there is an issue.

- 1.1 *Payment Summary.* The following is the invoicing schedule for the annual Customer payments. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made in U.S. Dollars.

- 1.2.1 Year 1 shall cover the time period from the Agreement Effective Date through 12/31/2017. The Year 1 invoice of \$30,904 shall be issued immediately after System Acceptance by the Customer.
- 1.2.2 Year 2: 01/01/2018 – 12/31/2018: \$31,522.08 invoice shall be issued on 01/01/2018.
- 1.2.3 Year 3: 01/01/2019 – 12/31/2019: \$32,152.52 invoice shall be issued on 01/01/2019.
- 1.2.4 Year 4: 01/01/2020 – 12/31/2020: \$32,795.57 invoice shall be issued on 01/01/2020.
- 1.2.5 Year 5: 01/01/2021 – 12/31/2021: \$33,451.48 invoice shall be issued on 01/01/2021.
- 1.2.6 Year 6: 01/01/2022 – 12/31/2022: \$34,120.51 invoice shall be issued on 01/01/2022.

- 4) Ouray County is specified in the notes of the exhibit....is this an example only or is the managed services based on the number of elections held each year?

I am sorry for this confusion. If the county has Dominion prepare the election, then we include the service for 6 year (9 elections) or 8 years (12 elections) but you will be setting up your own elections and this does not affect you.

- 5) We would like clarification between the description of hardware & software 12 month warranty versus the notes section where it states Dominion includes all hardware and software warranty in the six year lease.

Dominion provides a one year warranty on all parts of the system, hence the 12 month warranty included. If you are leasing (MSA) we will cover all, fix or replace, but if you buy we only cover the ICC, ICX and software, not the dell computers.

- 6) Can you meet the deployment date in order to use this system in the April Municipal Election or should we plan on using HART? The schedule does not seem to fit with the Municipal time line.

I will make sure that we cover your April Election. We may use the 4.21 version and borrow the parts from Arapahoe or Denver. The 5.2 version might not be fully certified by April.

- 7) What do we need to have in place for network infrastructure before the system arrives? Is there a deadline?

This system is its own network and you do not need to buy anything in preparation. Our team will visit and if there are questions as to how, they will work with you. The biggest issue is where you will be using this system and if it is in one room or multiple rooms. I could put together a call to discuss. No timelines.

- 8) Is this hardware as well as software subject to Trusted Build? Specifically if we have to replace equipment does it need to go to State for trusted build?

I believe the answer is YES. But check with the State. We will deliver everything to you with the trusted build installed and the boxes sealed.

My hopes is to have a final review by the County Attorney and scheduled for BOCC approval next week. Thank you for the additional clarification....

Lila Herod

Moffat County Clerk & Recorder
221 W Victory Way, Suite 200

Craig, CO 81625
970-824-9118

"Without hard work, nothing grows but weeds"

- Gordon B Hinkley

**VOTING SYSTEM AND MANAGED SERVICES AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND MOFFAT COUNTY, CO**

This Voting System and Managed Services Agreement (the "Agreement"), dated this 1st day of January, 2017 (the "Effective Date"), for a voting system, licenses and related services is made by and between Moffat County, CO ("Customer") and Dominion Voting Systems, Inc., a corporation organized under the laws of the State of Delaware ("Dominion"). This Agreement may refer to Dominion and the Customer together as the "Parties," or may refer to Dominion or the Customer individually as a "Party."

WHEREAS, The Customer desires to purchase a voting system, licenses and related services solutions; and

WHEREAS, Dominion designs, manufactures, sells and/or licenses, and provides ongoing solutions for voting systems;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to license and/or sell and furnish to Customer the System (as defined herein), including the products and services described more fully below:

1. **Composition of Agreement.** Exhibits A and B are attached and incorporated herein by reference and form a part of this Agreement (the "Agreement"). This Agreement consists of the general terms and conditions contained in the following sections, together with the listed Exhibits below. The total compensation payable under this Agreement shall be in accordance with the item prices incorporated within the Pricing Summary and Deliverables Description submitted by Dominion for labor, materials and all other services related to the performance of this Agreement, attached hereto as Exhibit A and incorporated herein as though fully set forth.

Exhibit A: Pricing Summary and Deliverables Description

Exhibit B: Software License Terms and Conditions

2. **Definitions.** For the purposes of this Agreement, the following are defined terms:

- 2.1. "Acceptance" and variations thereof, mean the successful completion by the Customer of the acceptance testing performed on each component of Dominion Hardware and Software, after delivery in accordance with testing criteria developed by Dominion and updated by the Customer in accordance with the acceptance or rejection process in Section 8.

- 2.2.1. "Democracy Suite® Software," Dominion's election management software associated with the ImageCast® voting system as more specifically described in Exhibit A.

From: Steven Bennett [mailto:steven.bennett@dominionvoting.com]

Sent: Thursday, December 01, 2016 12:14 PM

To: Lila Herod

Subject: Dominion

Lila,

Please review and approve the agreement that I have attached.

Contact me with any concerns.

Regards,

STEVEN A BENNETT | REGIONAL SALES MANAGER

DOMINION VOTING

26561 Amherst Court, Loma Linda, CA 92354

909.362.1715 | DOMINIONVOTING.COM

909.362.1715 MOBILE

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- 2.2.2. "ImageCast® Software," the software/firmware designed for use in the ImageCast® voting system.
 - 2.3. "Dominion Hardware" means the ImageCast® system hardware as more specifically described in Exhibit A.
 - 2.2. "Dominion Software" means software and firmware programs licensed to the Customer by Dominion and any associated documentation as more specifically described in Exhibit A.
 - 2.4. "Election" means a single election event administered by the Customer including any absentee and early voting activity associated with the election event. Election shall not mean any follow-on events occurring after the initial election event, including without limitations, run-offs or recall replacements elections. Any follow on event shall be considered an Election in and of itself.
 - 2.5. "Election Management System Hardware" or "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.
 - 2.6. "License" has the meaning set forth in Section 7.
 - 2.7. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.
 - 2.8. "Third Party Software" means software, manufacturer supplied software, or firmware owned by third parties, which Dominion provides to Customer pursuant to sublicenses or end user license agreements with the owners of such Third Party Software. Third Party Software includes, but is not limited to, various operating systems, software drivers, report writing subroutines, and firmware.
3. **Term of Agreement.** The Term of this Agreement shall begin on the Effective Date and shall continue until 12/31/2022, unless sooner terminated or extended as provided herein providing however and subject to possible annual price increases (as described further in Exhibits A and B), the Licenses or warranties authorized by this Agreement may extend beyond the Term of this Agreement, according to the terms and conditions of such License or warranty.
4. **Dominion's Responsibilities.** Dominion shall:
- 4.1. Deliver the System and installation plan services as described in Exhibit A (Pricing Summary and Deliverables Description).
 - 4.2. Appoint a Dominion project manager ("Dominion Project Manager") to oversee the general operations of the project. The project manager shall be responsible for arranging all meetings, visits and consultations between the Parties and for all

administrative matters such as invoices, payments and amendments. The project manager shall communicate with the Customer as to the status of information, procedures and progress on the tasks as set out in this Agreement and to advise the Customer forthwith upon the occurrence of any material change in such plans.

- 4.3. Provide the Customer with a Dominion Software License as described in Exhibit B (Software License Terms and Conditions).
- 4.4. Provide the Customer with one (1) reproducible electronic copy of the user documentation.
- 4.5. Assist in the Acceptance Testing process as required by Section 8 herein.
- 4.6. Provide invoices to Customer upon Acceptance of items listed in Exhibit A and pursuant to the payment schedule described in Section 5.1 herein.

5. Customer's Responsibilities. Customer shall:

- 5.1. Pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Section 5 are exclusive of all excise, sale, use and other sales taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer. If the Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar in a form demonstrating its exempt status.
- 5.2. Appoint a Customer project manager ("Customer Project Manager"), who shall be responsible for review, analysis and acceptance of the System and the coordination of Customer personnel, equipment, vehicles and facilities. The Customer Project Manager shall be empowered to make decisions on behalf of the Customer with respect to the work being performed under this Agreement. The Customer Project Manager shall also have direct access to the Customer's top management at all times for purposes of problem resolution.
- 5.3. Conduct Acceptance testing process as required by Section 8.
- 5.4. For election setup and database creation services as more specifically described in Exhibit A, the Customer shall review and approve or identify issues to all Dominion deliverables related to such service within two (2) business days of receipt by the Customer. In the event the Customer discovers an issue, it shall provide written notice to Dominion immediately following the discovery of any issue and Dominion shall rectify the issue at no additional cost to the Customer. In the event the Customer approves the deliverable and subsequent to such approval, request that a change be made to the deliverable, then Dominion may provide the change at an additional cost based upon Dominion's then current published service rates.

6. Title and Risk of Loss.

- 6.1. **Title to the System, Excluding All Software.** The System shall be provided by Dominion to the Customer as part of the managed services described herein. Title to the System or any portion thereof, shall not pass to the Customer and shall remain with Dominion.
- 6.2. **Software.** Software, including firmware, is licensed not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of Dominion, or any third party that owns such software.
- 6.3. **Risk of Loss.** Dominion shall bear the responsibility for all risk of physical loss or damage to each portion of the System until such portion is Accepted by Customer. Customer shall provide Dominion with a single location for shipment and Dominion shall not be responsible for shipping to more than one location. To retain the benefit of this clause, Customer shall notify Dominion of any loss or damage within ten (10) business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper, and shall cooperate in the processing of any claims made by Dominion.

7. Software License and Use.

- 7.1. **License.** Upon mutual execution of this Agreement, Dominion grants to the Customer, and the Customer accepts a non-exclusive, non-transferable, license ("License") to use the Dominion Software subject to the terms and conditions of this Agreement and the Software License Terms attached hereto as Exhibit B.
- 7.2. **Third Party Software.** Dominion agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to the Customer for use during the Term as part of the System for the purposes described in this Agreement. This sublicense is conditioned on the Customer's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided. Dominion will, at no additional cost to the Customer, provide to the Customer all end-user licenses supplied with the Dominion Hardware and Third Party Software.

8. Acceptance/Rejection.

- 8.1. **Dominion Software or Dominion Hardware Testing.** After delivery and installation of Dominion Software or Dominion Hardware, the Customer will conduct Acceptance testing of such units, which testing will include the Acceptance criteria developed and updated, from time to time, by Dominion. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation.

- 8.2. System Acceptance Testing. To the extent not tested as part of the Acceptance testing pursuant to Section 8.1, upon completing the installation of the System, the Customer will conduct System Acceptance testing, which testing will include the Acceptance test procedures developed and updated, from time to time, by Dominion. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation of the System.
- 8.3. Acceptance/Rejection. After testing, if the Dominion Software, Dominion Hardware, or the System does not conform to user documentation or Dominion provided acceptance criteria, Customer will notify Dominion in writing within five (5) business days. Dominion will, at its own expense, repair or replace the rejected Dominion Software, Dominion Hardware, or System within twenty (20) days after receipt of Customer's notice of deficiency. The foregoing procedure will be repeated until Customer finally accepts or rejects the Dominion Software, Dominion Hardware, or System in writing in its sole discretion.

9. **Warranties.**

- 9.1. Dominion Software Warranty. The Dominion Software warranty is subject to the terms and conditions of Exhibit B - the Software Terms and Conditions.
- 9.2. Third Party Products. The warranties in this Section 9 do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, Dominion shall pass through to Customer, at no additional cost to Customer, all warranties such manufacturers make to Dominion regarding the operation of third party products.
- 9.3. Dominion Hardware Warranty. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its specifications as documented by Dominion. The Dominion Hardware Warranty shall remain in effect until one year after Acceptance or through any extended warranty period.
- 9.4. Dominion Hardware Warranty Terms. If any Dominion Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Dominion Hardware component or, at Dominion's sole option, shall repair the Dominion Hardware component, so long as the Dominion Hardware is operated with its designated Dominion Software and with third party products approved by Dominion for use with the Dominion Hardware. The following conditions apply to the Dominion Hardware warranty:
 - 9.4.1. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:

- 9.4.1.1. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;
- 9.4.1.2. Repair or replacement of Dominion Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;
- 9.4.1.3. Repair or replacement of Dominion Hardware modified by any person other than those authorized in writing by Dominion;
- 9.4.1.4. Repair or replacement of Dominion Hardware from which the serial numbers have been removed, defaced or changed.

9.5. **No Other Warranties.** DOMINION DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

10. Force Majeure. Should any circumstances beyond the control of Dominion or Customer occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, war, acts of terrorism; natural disasters; industry-wide labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and Customer. Neither party shall be liable under this Agreement for any loss or damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances.

11. Indemnification. Dominion, at its sole expense, will indemnify, defend and hold harmless the Customer, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim, suit or action that the System infringes, violates, or misappropriates a Third Party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights.

12. Limitation of Liability. Except for the indemnification obligations contained in this Agreement, Dominion's total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement, howsoever arising, including without limitation, loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of the Agreement. Neither party shall be liable to the other party for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

13. Confidential Information.

- 13.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, customer information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "confidential," or with words having similar meaning or which are expressly identified in this Section 13.1. Confidential Information includes, without limitation, Dominion Software source code and associated documentation.
 - 13.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations.
 - 13.3. Subject to the requirements of the Colorado Open Records Act, §24-72-200.1 et seq. ("CORA"), neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.
 - 13.4. Each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.
 - 13.5. The parties understand and agree that Customer is a public entity subject to the requirements of CORA. Therefore, any covenant of confidentiality given by the Customer in this Agreement shall be governed by the provisions of CORA.
 - 13.6. Any specific information that Dominion claims to be confidential must be clearly marked or identified as such by the Customer. To the extent consistent with CORA, Customer shall maintain the confidentiality of all such information marked by Dominion as confidential. If a request is made to view such Confidential Information, Customer will notify Dominion of such request and the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining such disclosure, the Customer will release the requested information on the date specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement.
- 14. Assignment.** Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that Dominion may assign the proceeds of this Agreement to a financial institution without prior consent of the Customer but with written notice to Customer.

15. Termination.

- 15.1 **For Default.** In the event either Party violates any provisions of this Agreement, the non-violating Party may serve written notice upon the violating Party identifying the violation and providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the non-violating Party may terminate this Agreement, and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.
- 15.2 **For Non-Appropriation of Funds.** The Customer shall not be obligated for payments hereunder for any future fiscal year unless or until the Customer appropriates funds for this Agreement in Customer's budget for that fiscal year. In the event that funds are not appropriated, then this Agreement may be terminated by the Customer as the end of the last fiscal year for which funds were appropriated. Termination of this Agreement by the Customer under this Section 15.2 shall not constitute a breach of this Agreement by the Customer. For the purposes of this Agreement, the fiscal year commences on _____ and ends on _____ of the following year. Customer shall notify Dominion in writing of such non-appropriation at the earliest possible date which, in any event, shall be prior to Dominion performing services during any fiscal year for which an appropriation has not been made. In the event Customer notifies Dominion that sufficient funds have not been appropriated, or if in fact sufficient funds have not been appropriated, to compensate Dominion in accordance with this Agreement, Dominion may suspend Dominion's performance and terminate all Dominion licenses under this Agreement. Suspension of performance and termination all Dominion licenses by Dominion in accordance with this section 15.2 shall not constitute a breach of this Agreement by Dominion.

16. **Legality and Severability.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.

17. **Survival.** The provisions of Sections 2, 9, 10, 11, 12, 13, 16, 18, and 19 shall survive the expiration or termination of this Agreement.

18. Choice of Law. Interpretation of this Agreement shall be governed by the laws of the State of Colorado, and the courts of competent jurisdiction located in the State of Colorado will have jurisdiction to hear and determine questions relating to this Agreement.

19. Waiver. Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.

20. Notices. All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to Dominion:

Dominion Voting Systems, Inc.
Attn: Contracts Administrator
1201 18th St., Ste. 210
Denver, CO 80202
Email: contracts@dominionvoting.com

If to the Customer:

Moffat County, CO
221 West Victory Way, Suite 200
Craig, CO 81625

21. INDEPENDENT CONTRACTOR. In all situations and circumstances arising out of the terms and conditions of this Agreement, Dominion is an independent contractor, and as an independent contractor, the following shall apply:

- 21.1. Dominion is not an employee or agent of Customer and is only responsible for the requirements and results specified by this Agreement.
- 21.2. Dominion shall be responsible to Customer only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to Customer's control with respect to the physical actions or activities of Dominion in fulfillment of the requirements of this Agreement.
- 21.3. Dominion is not, and shall not be, entitled to receive from, or through, Customer, and Customer shall not provide, or be obligated to provide, Dominion, or any of its employees, agents or subcontractors, with Worker's Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of Customer.
- 21.4. Dominion, or any of its employees, agents or subcontractors, shall not be entitled to have Customer withhold or pay, and Customer shall not withhold or pay, on behalf of Dominion, or any of its employees, agents or subcontractors, any tax or money

relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any Federal, State or local law or regulation.

- 21.5. Dominion, or any of its employees, agents or subcontractors, shall not be entitled to participate in, or receive any benefit from, or make any claim against any Customer fringe benefit program, including, but not limited to, Customer's pension plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to Customer's employee.
- 21.6. Customer shall not withhold or pay, on behalf of Dominion, or any of its employees, agents or subcontractors, any Federal, State, or local tax, including, but not limited to, any personal income tax, owed by Dominion.
- 21.7. Dominion is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor, not an employee of Customer.

22. Insurance.

- 22.1 Dominion hereby agrees at its own cost and expense to procure and maintain, during the entire term of this Agreement and any extended term therefore, insurance in a sum acceptable to Customer and adequate to cover potential liabilities arising in connection with the performance of this Agreement and in any event not less than the minimum limit set forth as follows:

<u>Insurance</u>	<u>Minimum Limit</u>
Worker's Compensation, Coverage A	Statutory
Employers Liability, Coverage B	\$1 million
Commercial General Liability Including Contractual Liability, Operations, Products and Completed Operations	
Personal/Bodily Injury	\$1 million per occurrence/\$2 million aggregate
Property Damage	\$1 million per occurrence/\$2 million aggregate
Commercial Automobile Liability (owned, hired & non-owned vehicles)	
Personal/Bodily Injury	\$1 million per occurrence
Property Damage	\$1 million per occurrence
Professional Liability	\$1 million per occurrence

- 22.2. **Certificates of Insurance.** Complete copies of certificates of insurance for all required coverages including additional insured endorsements shall be attached hereto and incorporated herein as though fully set forth.
- 23. Entire Agreement.** This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Dominion and the Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Customer and Dominion, and incorporated as an amendment hereto.

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

DOMINION VOTING SYSTEMS, INC.

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

MOFFAT COUNTY, CO

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

EXHIBIT A

VOTING SYSTEM AND MANAGED SERVICES AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS AND MOFFAT COUNTY, CO

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

- Pricing and Deliverables Summary** - This Exhibit A provides a description of all equipment, software, and related services for voting, vote counting, and result processing available in the Master Voting System Agreement between Dominion and Colorado Secretary of State. From the full list of available items, the Customer has chosen implement the items and corresponding quantities specifically identified in the table below. Any other services, consumables, products, or differing quantities not specifically identified in this Agreement are available for purchase by the Customer at the prices listed in the Master Voting System Agreement between Dominion and Colorado Secretary of State.

All pricing is in U.S. Dollars and conforms to the Master Voting System Agreement between Dominion Voting Systems and Colorado Secretary of State (attached hereto as Schedule 1), to extent applicable. Capitalized terms used but not defined in this Exhibit A shall have the meanings ascribed to them in the Voting System Agreement.

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Central Scanning Hardware & Software License			
<i>ImageCast Central Includes:</i> Canon DR-M160 II document scanner. - ImageCast® Central Software including third party Kofax VRS 4.5 software. - OptiPlex 9020 All-in-One Series with pre-loaded software - One (1) iButton Programmer and (1) iButton Key Switch & Cat5 RJ 45	2	\$6,500	\$13,000.00
Cables			
- 12 months Hardware Warranty - 12 months Firmware License		Sub-Total:	\$13,000.00
ImageCast X for the VSPC			
ICX Voter Card Activation Station	2	\$1,700.00	\$3,400.00
ImageCast X Accessible	3	\$2,575.00	\$7,725.00
ImageCast X	4	\$1,925.00	\$7,700.00
ImageCast X Voting Booth	7	\$330.00	\$2,310.00
	Sub Total		\$21,942.02
Democracy Suite and Adjudication Hardware			
Democracy Suite Hardware - 6	1	\$10,682.44	\$10,682.44
Adjudication Workstation	1	\$1,124.70	\$1,124.70
Report Printer	1	\$115.00	\$115.00
	Sub-Total:		\$11,922.14
Democracy Suite and Adjudication Software			
Democracy Suite (EMS)	1	\$23,900.00	\$23,900.00
ICC Adjudication Application	1	\$3,825.00	\$3,825.00
Automatic Test Decks	1	\$3,000.00	\$3,000.00
	Sub-Total:		\$30,725.00
Implementation and Training			
On-Site Training	1	\$3,140.00	\$3,140.00

Implementation / Configuration / Acceptance Testing	1	\$7,820.00	\$7,820.00
Project Management / Implementation costs	1	\$5,144.00	\$5,144.00
<i>Sub-Total:</i>			\$16,104.00
Shipping¹			
<i>Estimated Shipping</i>	1	\$0.00	TBD
<i>Sub-Total:</i>			\$0.00
Election Services		Elections	
<i>3 Day On Site Elections Support</i>	2	\$4,500.00	\$9,000.00
<i>Sub-Total:</i>			\$9,000.00
Annual License / Warranty Fees			
<i>Democracy Suite RTR (EMS)</i>	1	\$8,000.00	\$8,000.00
<i>Adjudication Application</i>	1	\$1,000.00	\$1,000.00
<i>Automatic Test Decks</i>	1	\$600.00	\$600.00
<i>ImageCast Central</i>	2	\$1,000.00	\$2,000.00
<i>ImageCast X</i>	4	\$115.00	\$460.00
<i>ImageCast X Accessible</i>	3	\$125.00	\$375.00
<i>ImageCast Central Extended Warranty</i>	2	\$650.00	\$1,300.00
<i>ImageCast X Extended Warranty</i>	4	\$125.00	\$500.00
<i>ImageCast X Accessible Extended Warranty</i>	3	\$140.00	\$420.00
<i>Annual Fees:</i>			\$14,655.00

Manage Service Agreement¹

Manage Service Agreement	Years	Payment
	6	\$30,904

Notes:

¹ All Shipping Costs to be invoiced separately to customer as a pass-through cost

Dominion offers two methods of acquisition: Outright purchase and Manage Service

Outright purchase is the traditional method of paying up front for Hardware, Software and Implementation and Training, Elections services are billed as performed and License and Warranty are billed on the anniversary

Managed Services is a lease in which Dominion includes all Hardware, Software, Implementation and Training, Elections Services, License and Warranty for 6 or 8 years. One single payment per year which becomes budgetary. **In 6 years Ouray will have 9 elections. In 8 years 12 elections.

The Colorado SOS will reimburse the county for half of the Implementation and Training fees if the county converts in 2016 or 2017. Moffat would be reimbursed \$8,052.00

- 1.1 **Pricing Summary.** The Customer has selected the managed services option, instead of an outright purchase. The prices detailed in the summary above conform to the Master Agreement. The price outlined in Section 1.1 and 1.2 is the corresponding managed services price, as agreed to by the Customer.
- 1.2 **Payment Summary.** The following is the invoicing schedule for the annual Customer payments. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made in U.S. Dollars.
 - 1.2.1 Year 1 shall cover the time period from the Agreement Effective Date through 12/31/2017. The Year 1 invoice of \$30,904 shall be issued immediately after System Acceptance by the Customer.
 - 1.2.2 Year 2: 01/01/2018 – 12/31/2018: \$31,522.08 invoice shall be issued on 01/01/2018.
 - 1.2.3 Year 3: 01/01/2019 – 12/31/2019: \$32,152.52 invoice shall be issued on

01/01/2019.

- 1.2.4 Year 4: 01/01/2020 – 12/31/2020: \$32,795.57 invoice shall be issued on 01/01/2020.
- 1.2.5 Year 5: 01/01/2021 – 12/31/2021: \$33,451.48 invoice shall be issued on 01/01/2021.
- 1.2.6 Year 6: 01/01/2022 – 12/31/2022: \$34,120.51 invoice shall be issued on 01/01/2022.

2. Product Description

- 2.1 ***ImageCast® Central Scanner (ICC)***. Dominion shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:
 - 2.1.1 Canon DR-G1130 high speed document scanner
 - 2.1.2 ImageCast® Central Software including third party Kofax VRS 4.5 software
 - 2.1.3 OptiPlex 9020 All-in-One Series with pre-loaded software
 - 2.1.4 iButton Security Key
 - 2.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.
- 2.2 ***ImageCast® Central Scanner (ICC) – Standard Speed***. Dominion shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for standard speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:
 - 2.2.1 Canon Model DR-M160 standard speed document scanner
 - 2.2.2 ImageCast® Central Software including third party Kofax VRS 4.5 software
 - 2.2.3 OptiPlex 9020 All-in-One Series with pre-loaded software
 - 2.2.4 iButton Security Key
 - 2.2.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.
- 2.3 ***ImageCast® Central Scanner Software***. The Parties will enter into software licenses for the ImageCast Central Scanner software, substantially in the form of Exhibit B to this Agreement. The Dominion software includes, without limitation:
 - 2.3.1 Audit functionality, known as the AuditMark®. For each ballot that is scanned, interpreted and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.
 - The top portion of the image contains a scanned image of the ballot.

- The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

2.4 **Democracy Suite EMS Software (Full System)** platform is a set of applications tailored for all pre-voting and post-voting activities. The Democracy Suite EMS consists of the following components:

2.4.1 **Election Event Designer (EED)** Client Application is the primary application used for the definition and management of election event. EED is responsible for the definition of election projects. Each election project is represented as an instance of the election domain database with associated set of election project file based artifacts. The definition of the election project will be initiated by importing the election data from the SCORE system. It is important to note that an election project initiated by importing data can be further modified within the EED Client Application.

The EED can generate two types of paper ballots:

- Proofing ballots – ballots produced to allow election project stakeholders to proof ballot content and styling. These ballots cannot be processed by the ImageCast® as they don't have proper ballot barcodes. These ballots are overprinted with the text "Proofing Ballots – date/time"
- Official ballots – represent production ready, press ready ballots in PDF format with barcodes and without any overprinting.

2.4.2 **Results Tally and Reporting (RTR)** Client Application is the application used for the tally, reporting and publishing of election results.

2.5 **Democracy Suite EMS Software (Advanced Express)** consists of the following components:

2.5.1 **Election File and iButton Creation** Customer is authorized to create Election Files and iButtons from Democracy Suite to load on the ICE and ICC units.

2.5.2 **Results, Tally and Reporting (RTR)** Client Application is the application used for the tally, reporting and publishing of election results.

2.6 **ImageCast® Adjudication Application** is a client and server application used to review and adjudicate ImageCast® Central Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment. Adjudication Application eliminates the need to physically rescan ballots, which can potentially damage the originals and cause chain-of-custody concerns.

2.7 **ImageCast® X Application** is an application used for touchscreen voting on tablets

at a voting location, and a Democracy Suite election database. Voting sessions are initiated on the tablet by either a magnetic card or the entry of a numeric code based on activation. The ballot is distributed to the voter electronically from a computer server using a local area network in the voting location. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet using an adapter that supports most accessible devices, allowing voters to bring their own device. After review and completion of the ballot selections, a paper ballot is created for the voter from a printer in the voting booth, and the ballot is cast after insertion in a ballot box. The paper ballot is the official ballot. The ballots contain a textual representation of the voter's ballot selections for visual review and confirmation, and the ballots are scanned using ImageCast Central Scanner and tallied in Democracy Suite RTR.

- 2.8 **Mobile Ballot Production** is an application used to search, preview and print ballots via a local printer device. The application makes use of ballot information and PDFs produced by the Election Event Designer application and information provided through the customer voter registration system.
 - 2.9 **Automated Test Deck Application** is an application used to create accurate test packs for running Pre-Logic and Accuracy Test with optional marking pattern requirements. The application can be used to access the election database and produce a set of print-ready PDFs and results tables
 - 2.10 **System Capabilities.** The system shall be capable of producing, scanning, printing, and tabulating ballots for elections with voter service centers and/or precinct polling locations for not less than 500,000 registered voters (active and inactive), not less than 500 precincts, 1-20 districts, 1-12 political parties, and 1-500 different ballot styles including as many as 100 ballot issues. In addition, the System must qualify for provisional certification by the Colorado Secretary of State.
3. **Implementation and Training Description** Dominion shall provide the following training to Customer personnel at no additional cost to Customer, except as specifically provided in the Pricing Summary (Section 1) of this Exhibit A.
 - 3.1 **Project Plan.** The Customer and Dominion shall finalize a project plan outlining dates, resources and tasks through the June and November elections. The project plan is attached hereto as Schedule 1 is an initial draft of dates from which the final project plan will be derived.
 - 3.2 **Project Management.** Dominion shall appoint a Statewide Project Manager ("Dominion Project Manager") to oversee the general operations of the project. The Dominion Project Manager shall be responsible for arranging all meetings, visits and consultations between the Parties and for all administrative matters such as invoices, payments and amendments. The Dominion Project Manager shall communicate with the Customer as to the status of information, procedures and progress on the tasks as set out in this Agreement and to advise the Customer forthwith upon the occurrence of any event requiring a material change in such plans, and request Customer's written consent to any such material change. In addition, the following Project management resources will be dedicated to the implementation.

- 3.2.1 Technical Support Manager
 - 3.2.2 System Configuration Manager
 - 3.2.3 Regional Assistant Project Managers
 - 3.2.4 Customer Relations Manager
 - 3.2.5 Training and Documentation Manager
 - 3.2.6 State Certification Liaison
 - 3.2.7 Election Programmers
- 3.3 **System Training.** Dominion will provide the following training as described herein.
- 3.3.1 System Transition Training – These initial meetings will orient Dominion to current county processes and provide information to the counties on the overall system, related configurations, ballots, reporting, training, etc. Transition meetings will include, but not be limited to the following:
 - 3.3.1.1 Ballot Templates
 - 3.3.1.2 Reporting
 - 3.3.1.3 Configurable System Settings
 - 3.3.1.4 Ambiguous Zone Thresholds
 - 3.3.1.5 Ballot Printing
 - 3.3.1.6 SCORE Integration
 - 3.3.1.7 Other
 - 3.3.2 ImageCast® X – This training introduces the ImageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.
 - 3.3.3 ImageCast Central – This training covers all aspects of ICC operations and tally, including general operations, process, adjudication, and reporting.
 - 3.3.4 Democracy Suite® EMS System – This training covers the configuration of the Democracy Suite® EMS System along with defining an election project. Topics include importing jurisdictional information, ballot layout, ballot proofing and printing, election file creation (tablet, ICC, and mobile ballot printing), automated test deck creation, loading elections, tallying results (including adjudication tally), and generating reports.
 - 3.3.5 Mobile Ballot Production – This training covers the configuration and use of the Mobile Ballot Production software, including pollworker train the trainer.
 - 3.3.6 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a VSPC including the ImageCast® X, voter check-in, Mobile Ballot Production, system setup, testing and troubleshooting.

- 3.4 **System Acceptance Testing Support.** Dominion will provide direct onsite training and support during the System Acceptance Testing period.
- 3.5 **Local Printing Facilities Certification** shall consist of the following components provided by Dominion:
 - 3.5.1 Provide technical specification requirements for printer certification.
 - 3.5.2 Perform on-site quality control on initial test run of ballots from printers including multiple tabulation sessions.
 - 3.5.3 The certified Printing Facility must agree to source the paper used for ballots with the ImageCast® from a paper manufacturer approved by Dominion, such paper manufacturer having met Dominion's technical paper specifications.
- 3.6 **System Installation and Configuration** provided by Dominion shall consist of on-site support technicians for the installation and configuration of the System.
- 3.7 **EMS Ballot Definition.** In conjunction with EMS training, Dominion shall provide support (for Customers purchasing the full EMS) or direct service (for Customers purchasing the express EMS) for the election event definition, including the following components:
 - 3.7.1 Import of data files into the EMS system.
 - 3.7.2 Defining election project parameters and assigning templates.
 - 3.7.3 Assigning tabulators (ICC, tablet, mobile ballot printing).
 - 3.7.4 Defining ballot structures.
 - 3.7.5 Creating proofing ballots.
 - 3.7.6 Creating official ballots.
 - 3.7.7 Creating election files and the security keys for the ImageCast®.
- 3.8 **Support during the Pre-Logic and Accuracy Testing** Dominion shall provide support for the Pre-Logic and Accuracy Testing. This support will be overseen by the Dominion Project Manager and the Dominion Project Lead.
- 3.9 **Election Day Support.** Election Day Support shall include three (3) days (inclusive of travel) of direct onsite election support.
- 3.10 **Post-Election Reporting and Auditing Support.** Dominion shall provide direct on-site support for post-election reporting and auditing. This support will be overseen by the Dominion Project Manager and the Dominion Project Lead.
- 3.11 **Ongoing telephone support.** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.

SCHEDULE 1
Draft Project Schedule

Task Name	Duration	Start	Finish
Colorado 2017	442 days	Mon 10/3/16	Mon 12/18/17
Project Milestones	380 days	Mon 10/24/16	Tue 11/7/17
County Contracts Negotiated and Signed	60 days	Mon 10/24/16	Thu 12/22/16
Certification of System	92 days	Thu 12/15/16	Thu 3/16/17
Certification Application Filed	1 day	Thu 12/15/16	Thu 12/15/16
Application Review	25 days	Fri 12/16/16	Mon 1/9/17
Draft Test Plan Agreement	5 days	Mon 1/16/17	Fri 1/20/17
VSTL Testing	25 days	Mon 1/23/17	Mon 3/6/17
Final Test Plan Agreement	6 days	Wed 2/22/17	Mon 2/27/17
System Testing	10 days	Mon 3/6/17	Wed 3/15/17
System certified	1 day	Thu 3/16/17	Thu 3/16/17
Review TDP	9 days	Mon 2/13/17	Tue 2/21/17
Installation and Trusted Builds	68 days	Mon 3/6/17	Fri 5/12/17
Build servers, ICC and Adjudication clients	19 days	Mon 3/6/17	Fri 3/24/17
State installs trusted builds on servers, ICC and Adjudication	12 days	Mon 3/27/17	Fri 4/7/17
Set-up ICX systems	12 days	Mon 4/10/17	Fri 4/21/17
State installs trusted builds on ICX units	19 days	Mon 4/24/17	Fri 5/12/17
General Election Milestones	70 days	Wed 8/30/17	Tue 11/7/17
Ballot Production	26 days	Wed 8/30/17	Sun 9/24/17
UOCAVA Ballot Deadline	1 day	Sat 9/23/17	Sat 9/23/17
Absentee ballots sent - General	5 days	Mon 10/16/17	Fri 10/20/17
L&A Testing - General	11 days	Mon 10/9/17	Thu 10/19/17
Begin counting mail ballots - General	0 days	Mon 10/23/17	Mon 10/23/17
Voting Centers Open - General	16 days	Mon 10/23/17	Tue 11/7/17
Election Day - General	0 days	Tue 11/7/17	Tue 11/7/17
Project Management	393 days	Mon 11/21/16	Mon 12/18/17
Initiate Project	52 days	Mon 11/21/16	Wed 1/11/17
Internal Project Kick-off	1 day	Mon 11/21/16	Mon 11/21/16
Kick-off with State	3 days	Wed 1/4/17	Fri 1/6/17
Kick-Off Meeting with Counties	2 days	Tue 1/10/17	Wed 1/11/17
Project Management Meetings w State/Counties	286 days	Thu 2/2/17	Tue 11/14/17
Project Update Call	286 days	Thu 2/2/17	Tue 11/14/17
Dominion Internal Project Management Meetings	316 days	Mon 2/6/17	Mon 12/18/17
Project Update Call	316 days	Mon 2/6/17	Mon 12/18/17
Procurement	31 days	Wed 2/1/17	Fri 3/3/17
ICC system	30 days	Wed 2/1/17	Thu 3/2/17
Canon G1130	30 days	Wed 2/1/17	Thu 3/2/17
Dell all-in-one PC	30 days	Wed 2/1/17	Thu 3/2/17
i-Button programmer	30 days	Wed 2/1/17	Thu 3/2/17
ICX System	30 days	Wed 2/1/17	Thu 3/2/17

Task Name	Duration	Start	Finish
Tablets	30 days	Wed 2/1/17	Thu 3/2/17
Tablet Kiosk	30 days	Wed 2/1/17	Thu 3/2/17
Mag Striper Reader	30 days	Wed 2/1/17	Thu 3/2/17
Hub multiport network	30 days	Wed 2/1/17	Thu 3/2/17
BMD Printer	30 days	Wed 2/1/17	Thu 3/2/17
Networking Hardware	30 days	Wed 2/1/17	Thu 3/2/17
Administrator Laptop	30 days	Wed 2/1/17	Thu 3/2/17
Voting Booth	30 days	Wed 2/1/17	Thu 3/2/17
Manually Scheduled	30 days	Wed 2/1/17	Thu 3/2/17
Other Identified or Requested IT Hardware	30 days	Wed 2/1/17	Thu 3/2/17
EMS and Adjudication Hardware	30 days	Thu 2/2/17	Fri 3/3/17
EMS Server	30 days	Thu 2/2/17	Fri 3/3/17
EMS Workstation	30 days	Thu 2/2/17	Fri 3/3/17
Adjudication Workstation	30 days	Thu 2/2/17	Fri 3/3/17
Network Security Devices	30 days	Thu 2/2/17	Fri 3/3/17
Monitors (2 server and Adjudication)	30 days	Thu 2/2/17	Fri 3/3/17
Keyboard, Mouse, Cables...	30 days	Thu 2/2/17	Fri 3/3/17
Other Identified or Requested IT Hardware	30 days	Thu 2/2/17	Fri 3/3/17
Configuration, Installation, Training and Testing	271 days	Mon 10/3/16	Fri 6/30/17
Installation, Mock Election & Acceptance Testing	115 days	Mon 2/13/17	Wed 6/7/17
Preparation for Acceptance Testing	26 days	Mon 2/13/17	Fri 3/10/17
Review County Operations	26 days	Mon 2/13/17	Fri 3/10/17
Deployment & Acceptance Testing	45 days	Mon 4/24/17	Wed 6/7/17
Deploy servers, ICC and initial ICX units to all counties	30 days	Mon 4/24/17	Tue 5/23/17
On-site mock election preparation for all counties	30 days	Mon 4/24/17	Tue 5/23/17
Acceptance Testing of EMS, ICC and ICX	45 days	Mon 4/24/17	Wed 6/7/17
Training	180 days	Mon 1/2/17	Fri 6/30/17
Finalize User Documentation	30 days	Mon 1/2/17	Tue 1/31/17
ICX Documentation	30 days	Mon 1/2/17	Tue 1/31/17
ICX User Guide	30 days	Mon 1/2/17	Tue 1/31/17
Acceptance Test Procedure, checklist and sign-off form	30 days	Mon 1/2/17	Tue 1/31/17
L&A Procedure, checklist and sign-off form	30 days	Mon 1/2/17	Tue 1/31/17
Poll-Worker Training Manual	30 days	Mon 1/2/17	Tue 1/31/17
ICC Documentation	30 days	Mon 1/2/17	Tue 1/31/17
ICC User Guide	30 days	Mon 1/2/17	Tue 1/31/17
Acceptance Test Procedure, checklist and sign-off form	30 days	Mon 1/2/17	Tue 1/31/17
Operator Training Manual	30 days	Mon 1/2/17	Tue 1/31/17
L & A Procedure, checklist and sign-off form	30 days	Mon 1/2/17	Tue 1/31/17
Adjudication	30 days	Mon 1/2/17	Tue 1/31/17
Adjudication Users Guide	30 days	Mon 1/2/17	Tue 1/31/17
Adjudication Quick Reference Guide	30 days	Mon 1/2/17	Tue 1/31/17
Operator Training Manual	30 days	Mon 1/2/17	Tue 1/31/17
L&A Procedure, checklist and sign-off form	30 days	Mon 1/2/17	Tue 1/31/17

Schedule 1
Master Voting System Agreement between Dominion Voting Systems and
the Colorado Secretary of State

EXHIBIT B
SOFTWARE LICENSE TERMS AND CONDITIONS

1. Definitions.

- 1.1. **Documentation** means manuals, handbooks, maintenance libraries, and other publications supplied with the Software, including System technical documentation, user documentation and training materials.
- 1.2. **Licensee** shall mean the Customer defined in the general terms and conditions of this Agreement.
- 1.3. **Licensor** shall mean Dominion Voting Systems, Inc.
- 1.4. **Party** or **Parties** Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.
- 1.5. **Software** means the Democracy Suite® and ImageCast® software licensed by Licensor hereunder, in object code form, including all documentation therefore.
- 1.6. **Specifications** means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor to the Licensee.
- 1.7. **Third-Party Products** means any software or hardware obtained from third-party manufacturers or distributors and provided by Licensor hereunder.

2. License Terms.

- 2.1. **License to Software**. Subject to the terms of this Agreement, Licensor grants Licensee a non-exclusive license to use the Software solely for the Licensee's own internal business purposes and solely in conjunction with the Software and Hardware. This License shall only be effective during the Term and, except as provided in Section 8 of this Exhibit B cannot be transferred or sublicensed.
- 2.2. **Third-Party Products**. Subject to the terms of this Agreement, Licensor grants to Licensee a sublicense to use any software that constitutes or is contained in Third-Party Products, in object code form only, for use during the Term as part of the System for the purposes described in Section 2.1. This sublicense is conditioned on Licensee's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided.
- 2.3. **No Other Licenses**. Other than as expressly set forth in this Agreement, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Without limiting the foregoing sentence, Licensee agrees not to use the Software as a service bureau for elections outside the Licensee's jurisdiction, except as otherwise provided in Section 8, and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. Except as otherwise provided in Section 8, the Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.

Task Name	Duration	Start	Finish
EMS Documentation	30 days	Mon 1/2/17	Tue 1/31/17
EED Users guide	30 days	Mon 1/2/17	Tue 1/31/17
RTR Users guide	30 days	Mon 1/2/17	Tue 1/31/17
Customer System Training	23 days	Thu 6/8/17	Fri 6/30/17
Express Server Customer Training	23 days	Thu 6/8/17	Fri 6/30/17
Mock Election on-site training	16 days	Thu 6/8/17	Fri 6/23/17
ICC/Adjudication Operations training	18 days	Thu 6/8/17	Sun 6/25/17
ICX Operations training	23 days	Thu 6/8/17	Fri 6/30/17
EMS / RTR Training	18 days	Thu 6/8/17	Sun 6/25/17
Pollworker Train the Trainer	23 days	Thu 6/8/17	Fri 6/30/17
Standard Server Customer Training	23 days	Thu 6/8/17	Fri 6/30/17
Mock Election on-site training	16 days	Thu 6/8/17	Fri 6/23/17
ICC/Adjudication Operations training	18 days	Thu 6/8/17	Sun 6/25/17
ICX Operations training	23 days	Thu 6/8/17	Fri 6/30/17
EMS / RTR Training	18 days	Thu 6/8/17	Sun 6/25/17
Pollworker Train the Trainer	23 days	Thu 6/8/17	Fri 6/30/17
System Configuration	89 days	Mon 10/3/16	Fri 12/30/16
Integrate SCORE export with EMS	89 days	Mon 10/3/16	Fri 12/30/16
Examine existing SCORE election definition exports	89 days	Mon 10/3/16	Fri 12/30/16
Test new files from State	3 days	Wed 12/28/16	Fri 12/30/16
Mock Election	33 days	Mon 5/22/17	Fri 6/23/17
Election Programming	26 days	Mon 5/22/17	Fri 6/16/17
Final Election Ballot and Database Creation	15 days	Mon 5/22/17	Mon 6/5/17
Ballot Creation for Review by County Officials	10 days	Mon 5/22/17	Wed 5/31/17
Final Revisions to Ballots	5 days	Thu 6/1/17	Mon 6/5/17
Election Materials Provided to County	11 days	Tue 6/6/17	Fri 6/16/17
Official Ballot Images generated	1 day	Tue 6/6/17	Tue 6/6/17
L&A Test Ballots Generated	8 days	Tue 6/6/17	Tue 6/13/17
Distribute Election Project Packages	1 day	Fri 6/16/17	Fri 6/16/17
Mock Election - Finalize Election Files and L&A Testing	5 days	Mon 6/19/17	Fri 6/23/17
County Receives and Restores Election package	1 day	Mon 6/19/17	Mon 6/19/17
Test ballots provided to printer	2 days	Mon 6/19/17	Tue 6/20/17
Load Election Files to ICC and ICX	1 day	Mon 6/19/17	Mon 6/19/17
Scan test ballots, upload and verify results	5 days	Mon 6/19/17	Fri 6/23/17
Export Results to State-wide System	1 day	Fri 6/23/17	Fri 6/23/17
General Election 2017	152 days	Mon 7/17/17	Fri 12/15/17
Project Plan Review and Update	28 days	Mon 7/17/17	Sun 8/13/17
Capture Lessons Learned from Mock	14 days	Mon 7/17/17	Sun 7/30/17
Internal Review	14 days	Mon 7/17/17	Sun 7/30/17
Stakeholder consultations	14 days	Mon 7/17/17	Sun 7/30/17
Review issues log	14 days	Mon 7/17/17	Sun 7/30/17
Revise Project Plan and Project Schedule	14 days	Mon 7/31/17	Sun 8/13/17
Revise Project and User Documentation	14 days	Mon 7/31/17	Sun 8/13/17

Task Name	Duration	Start	Finish
Election Programming - General Election	19 days	Mon 9/11/17	Fri 9/29/17
Final Election Ballot and Database Creation	9 days	Mon 9/11/17	Tue 9/19/17
Ballot Certification Deadline for General	1 day	Mon 9/11/17	Mon 9/11/17
Final Ballot and Report Proofs to County Officials	8 days	Tue 9/12/17	Tue 9/19/17
Ballot and Report Review by Client	1 day	Tue 9/12/17	Tue 9/12/17
Revisions to Ballots and/or Reports	1 day	Wed 9/13/17	Wed 9/13/17
Election Materials Provided to County	16 days	Thu 9/14/17	Fri 9/29/17
Official Ballot Images generated	1 day	Thu 9/14/17	Thu 9/14/17
L & A Test Ballots Generated	8 days	Fri 9/15/17	Fri 9/22/17
Distribute Election Project Packages	7 days	Sat 9/23/17	Fri 9/29/17
General Election - Finalize Election Files and L&A Testing	27 days	Sat 9/23/17	Thu 10/19/17
County Receives and Restores Election package	1 day	Sat 9/23/17	Sat 9/23/17
Test ballots provided to printer	3 days	Sun 9/24/17	Tue 9/26/17
Load Election Files to ICC and ICX	1 day	Sat 9/23/17	Sat 9/23/17
Scan test ballots, upload and verify results	10 days	Sat 9/23/17	Mon 10/2/17
Export Results to State-wide System	1 day	Thu 10/19/17	Thu 10/19/17
Election Support - General Election	54 days	Mon 10/23/17	Fri 12/15/17
Mail Ballot Tabulation Support	16 days	Mon 10/23/17	Tue 11/7/17
Region 1	16 days	Mon 10/23/17	Tue 11/7/17
Region 2	16 days	Mon 10/23/17	Tue 11/7/17
Region 3	16 days	Mon 10/23/17	Tue 11/7/17
County Tier 1.1	16 days	Mon 10/23/17	Tue 11/7/17
County Tier 1.1	16 days	Mon 10/23/17	Tue 11/7/17
VSPC support	9 days	Mon 10/30/17	Tue 11/7/17
Region 1	9 days	Mon 10/30/17	Tue 11/7/17
Region 2	9 days	Mon 10/30/17	Tue 11/7/17
Region 3	9 days	Mon 10/30/17	Tue 11/7/17
County Tier 1.1	9 days	Mon 10/30/17	Tue 11/7/17
County Tier 1.1	9 days	Mon 10/30/17	Tue 11/7/17
Election Day Support	3 days	Tue 11/7/17	Thu 11/9/17
Region 1	3 days	Tue 11/7/17	Thu 11/9/17
Region 2	3 days	Tue 11/7/17	Thu 11/9/17
Region 3	3 days	Tue 11/7/17	Thu 11/9/17
County Tier 1.1	3 days	Tue 11/7/17	Thu 11/9/17
County Tier 1.1	3 days	Tue 11/7/17	Thu 11/9/17
Project Plan Review and Update	33 days	Mon 11/13/17	Fri 12/15/17
Capture Lessons Learned	33 days	Mon 11/13/17	Fri 12/15/17
Internal Review	5 days	Mon 11/13/17	Fri 11/17/17
Stakeholder consultations	5 days	Mon 11/13/17	Fri 11/17/17
Review issues log	5 days	Mon 12/11/17	Fri 12/15/17

3. **Payment.** In consideration of the grant of the license, the Licensee shall pay the fees set forth in Exhibit A of this Agreement.

4. **Upgrades and Certification.** During the Term, Licensor may provide upgrades to Licensee under the following terms and conditions.

4.1. **Upgrades.** In the event that Licensor, at its sole discretion, certifies a software upgrade under the applicable provisions of the election laws and regulations of the Licensee's State, Licensor shall make the certified software upgrade available to the Licensee.

4.2. **Certification Requirement.** Notwithstanding any other terms of this Agreement, Licensor shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the Licensee's State.

5. **Warranties.** The following warranties will apply to all Software during the Term.

5.1. **Software.** Licensor warrants that during the Term, the Software will function substantially in accordance with the Specification. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that the reported material failure is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

5.2. **Third-Party Products.** The warranties in this Section 5 do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products. Licensor shall assist Licensee in making warranty claims for Third-Party Products that do not permit Licensor to pass warranties through to Licensee.

5.3. **NO OTHER WARRANTIES.** LICENSOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

6. **Prohibited Acts.** The Licensee shall not, without the prior written permission of Licensor:

6.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

- 6.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;
- 6.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;
- 6.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

7. **Return of Software.** Upon termination or expiration of this Agreement, Licensee shall (i) forthwith return to Licenser all Software in Licensee's possession or control, or destroy all such Software from any electronic media, and certify in writing to Licenser that it has been destroyed.

8. **Permitted County Use.** In the event that any term or condition of this Exhibit B conflicts with the Master Voting System Agreement between Dominion Voting Systems and Colorado Secretary of State ("Master Agreement"), the Master Agreement shall prevail. Notwithstanding any provision of this Exhibit B to the contrary, Licensee is permitted to perform the following acts or services without the consent of Licenser:

- 8.1. Transfer or loan its rights and obligations under this Agreement to one or more Colorado counties that operates or utilizes the Dominion Hardware and Software, with the advance approval of the Secretary of State;
- 8.2. Program election databases and voting devices for other political subdivisions of the State of Colorado without charge.
- 8.3. Use the Software to conduct elections for other political subdivisions wholly or partially located in the same county.
- 8.4. Permit the State of Colorado to program Licensee's election databases and voting devices.