



ARCHULETA COUNTY  
BOARD OF COUNTY COMMISSIONERS

**CALL TO ORDER THE REGULAR BOCC MEETING OF JANUARY 19, 2016 AT 1:30 P.M.**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

**DISCLOSURES AND/OR CONFLICT OF INTEREST**

**APPROVAL OR ADJUSTMENTS TO AGENDA**

**PUBLIC COMMENTS FROM THE FLOOR\***

This is an opportunity during the session for the public to address the Commissioner. Please step up to the podium, **STATE YOUR NAME AND ADDRESS FOR THE RECORD** and keep your comments to 3 minutes (**the Board is not required to discuss your comment or make a decision regarding your comment, under this section**).

**CONSENT AGENDA**

**A. PAYROLL AND PAYABLE WARRANTS**

January 6, 2016 - January 19, 2016

Presenter	Bentley Henderson
Presenter's Title	County Administrator

**B. REGULAR MEETING MINUTES**

**Regular Meeting Minutes December 14, 2015**

Draft of the Regular Meeting Minutes for December 14, 2015.

Presenter	Consent
Presenter's Title	Consent

Documents: [MINUTES 12-14-15R.PDF](#)

**C. SPECIAL MEETING MINUTES**

**Special Meeting Minutes for Dec. 22, 2015**

Draft of the December 22, 2015 Special Meeting Minutes for approval.

Presenter	consent
Presenter's Title	consent

**D. Consideration Of Approval Of An Amendment To The Inmate Medical Services Agreement**

On March 3, 2015, Archuleta County and the Pagosa Springs Family Medicine Center entered into an agreement for the provision of Inmate Medical Services at the Archuleta County Detention Center. That agreement was effective April 1, 2015 and set to expire December 31, 2017.

Within a short time of the execution of the contract, the detention facility was closed due to the flooding which occurred during April of 2015. The inmates were transferred to LaPlata County. Accordingly, the contracted services were not utilized.

Recently, the Sheriff's Department completed construction on one holding cell within the Courthouse and have begun work on a second holding cell. In the near future, the County will be housing a limited number of inmates and some limited medical services will be required.

Accordingly, the Sheriff's Department and Pagosa Springs Family Medicine Center are proposing an amendment to the currently existing (but unused) agreement, to render it appropriate to the limited medical services contemplated. The amendment significantly reduces the scope and cost of the current agreement, and will run month to month, as needed, until it either expires or is renegotiated on July 1, 2016.

Presenter	Richard Valdez
Presenter's Title	Sheriff

Documents: [ORIGINAL INMATE SERVICES AGREEMENT DOCUMENTATION.PDF](#), [AMENDMENT TO INMATE SERVICES AGREEMENT.PDF](#)

**E. Consideration Of Approving One (1) FTE For Sheriff Detentions**

The Sheriff's office is requesting one FTE for Detentions. The request is made for an additional Detention Deputy due to the new holding cells, transports to and from La Plata County for court appearances.

The salary range for this position is \$34,011 to \$ 47,611. If approved, the budget would reflect \$16.51 an hour for this new FTE.

Presenter	Rich Valdez
Presenter's Title	Sheriff

**F. Consideration Of Resolution 2016 - To Consolidate 2 Lots Into 1 Lake Pagosa Park Block 12 Owned By Troy M. Couture And Kelly Denise Rice-Couture**

This request is to consider the Resolution authorizing the consolidation of Lots 30 and 31 Lake Pagosa Park Block 12, to become Lot 31X owned by Troy M. Couture and Kelly Denise Rice-Couture

Presenter	Bentley Henderson
Presenter's Title	County Administrator

Documents: [COUTURE O AND E.PDF](#), [LOT CONSOLIDATION - COUTURE.PDF](#)

**G. Consideration Of Extending The On-Call Civil Engineering List For One Year**

For 2014 the BoCC at the December 2, 2013 meeting approved the following firms to be on the On-Call Civil Engineering list. The term of service was for one year with the option of the

County to extend the term for two additional years in one year increments.

Bohannon Houston  
Davis Engineering  
GOFF Engineering  
RG& Associates  
Short Elliott and Henderson

Recommended Action:

Staff recommends the BoCC extend the 2014 On Call civil Engineering list for one additional year for the period of 2016.

Presenter Ken Feyen  
Presenter's Title Public Works Director

#### H. **Letter To Hinsdale County Regarding Rio Grande Cutthroat Coalition**

This letter is in response to a request of additional funding to support the efforts of the Rio Grande Cutthroat Coalition.

Presenter Bentley Henderson  
Presenter's Title County Administrator

Documents: [20160114094859882.PDF](#)

#### I. **Consideration Of Cooperative Service Agreement Between The United States Department Of Agriculture, Animal And Plant Health Inspection Service, Wildlife Services And Archuleta County**

This Agreement is a cooperatively funded wildlife damage management program as needed to resolve any problems caused by wildlife in Archuleta County.

Presenter Bentley Henderson  
Presenter's Title County Administrator

Documents: [COOPERATIVE AGREEMENT WITH STATE WILDLIFE.PDF](#)

### **NEW BUSINESS**

#### A. **Intergovernmental Agreement With Town Of Pagosa Springs-2016 Municipal Election**

Before each election that we coordinate with another entity law requires us to have a current Intergovernmental Agreement setting out each entities duties in the election. The Town will be holding a May, 2016 Mail Ballot Election and we will be helping out. I would like to have the Board's signature on the IGA.

Presenter June Madrid  
Presenter's Title County Clerk & Recorder

Documents: [TOWN 2016.PDF](#)

#### B. **County Treasurer's Semiannual Report**

According to C.R.S. 30-10-709(1), the County Treasurer is to report to the Board of County Commissioners.

Presenter Betty Diller  
Presenter's Title Archuleta County Treasurer

Documents: [2016-01 SEMIANNUAL REPORT.PDF](#)

**C. Consideration Of Resolution 2016 - \_\_\_ Approving Banking And Investment Organizations For County Funds**

The Board of County Commissioners is required to annually approve banking and investment options for the County Treasurer to use in depositing and investing county monies. The Treasurer has researched the suitability of several organizations and presented them to the Commissioners with her recommendation.

Presenter Betty Diller  
Presenter's Title County Treasurer

Documents: [RESOLUTION 2016 - INVESTMENTS.PDF](#)

**D. Consideration Of Approval Of Ambulance License For Los Pinos Fire Protection District**

Approval of Los Pinos Fire Protection District.

Presenter Bentley Henderson  
Presenter's Title County Administrator

Documents: [LOS PINOS FIRE PROTECTION.PDF](#)

**E. Consideration Of An Agreement For Cooperative Wildfire Protection Between State Of Colorado, Department Of Public Safety And Archuleta County**

This Agreement is to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services and funds in sustaining and implanting wildland fire management activities, between the County and Colorado Division of Fire Prevention and Control.

Presenter Thad McKain  
Presenter's Title Director of Emergency Operations

Documents: [AGREEMENT FOR COOPERATIVE WILDFIRE PROTECTION.PDF](#)

**F. Consideration Of A Memorandum Of Understanding Between State Of Colorado, Department Of Public Safety And Archuleta County**

This agreement is for the participation in the Colorado Emergency Fire Fund.

Presenter Thad McKain  
Presenter's Title Director of Emergency Operations

Documents: [MOU - COLORADO EMERGENCY FIRE FUND.PDF](#)

**MEDIA QUESTIONS**

**PUBLIC COMMENTS FROM THE FLOOR**

This is an opportunity during the session for the public to address the Commissioners on a subject not covered on the agenda. Please step up to the podium, **STATE YOUR NAME**

**AND ADDRESS FOR THE RECORD** and keep your comments to 3 minutes (**the Board is not required to discuss your comment or make a decision regarding your comment, under this section**).

**COMMISSIONER COMMENTS**

**EXECUTIVE SESSION**

Per C.R.S. 24-6-402(4) the Board of County Commissioners will hold an executive session to discuss the matters identified below.

- 1) Determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators pursuant to C.R.S. 24-6-402(4)(e);
- 2) For purposes of the Board receiving advice on a specific legal question pursuant to C.R.S. 24-6-402(4)(b).

Presenter	Todd Starr
Presenter's Title	County Attorney

**ADJOURNMENT OF THE REGULAR BOCC MEETING**

All meetings to be held in the Archuleta County Administration Offices  
at 398 Lewis Street unless otherwise stated.  
All Regular and Special BoCC Meetings are recorded.

**ARCHULETA COUNTY PROCEEDINGS  
BOARD OF COUNTY COMMISSIONERS**

The Board of County Commissioners held a Regular Meeting on December 14, 2015 noting County Commissioners Michael Whiting, Clifford Lucero and Steve Wadley, County Administrator Bentley Henderson, County Attorney Todd Starr and June Madrid County Clerk & Recorder present.

Chairman Whiting called the meeting to order at 1:30 p.m.

The meeting began with the Pledge of Allegiance and a moment of silence.

**Disclosures and/or Conflicts of Interest**

There were none.

**Agenda Approval**

Chairman Whiting stated that the Hearing on the agenda should actually be opened when the County Administrator presents the final budget. **Commissioner Wadley moved to approve the agenda as amended. Commissioner Lucero seconded the motion and it carried unanimously.**

**Public Comment**

Chairman Whiting stated that he was opening the floor to public comments for those regarding items that were not on this agenda. Comments were asked to be held to 3 minutes for each person desiring to speak. No response from the Board would be given.

**Proclamations & Awards**

**Nomination for the 2016 Mike Gelski Award for Outstanding Volunteer Achievement**

Thad McKain Director of Emergency Operations for the Archuleta County Sheriff's Department presented a letter of nomination for Les Bivens for the 2016 Mike Gelski Award for Outstanding Volunteer Achievement for signature. Director McKain wanted to present the Letter of Nomination to the Board for the Chairman's signature. This was the first time Archuleta County had submitted a name for this award. Several other counties had already agreed to also sign and send in a letter for Mr. Bevins. **Commissioner Lucero moved to allow the Chairman to sign the letter of nomination for Les Bevins for the 2016 Mike Gelski Award for the Outstanding Volunteer Achievement. Commissioner Wadley seconded the motion. The motion carried unanimously.**

Chairman Whiting recessed the Regular Meeting and convened the Board of Adjustments Hearing at 1:36 p.m.

**Board of Adjustments Hearing**

Chairman Whiting swore in Planning Manager John Shepard for testimony. County Attorney asked the Board to make a decision today on the merits of the application with nothing to do with the type of business.

**A. Variance from Road & Bridge Standards & County Land Use Regulations for SJS Holdings, LLC**

County Planning Manager Shepard submitted a Variance from the Archuleta County Land Use Regulations and Road & Bridge Standards for SJS Holdings, LLC from the 50' front setback and 25' rear/side setback for a new structure in an Industrial zone for Lots 16 & 17 in Cloman Industrial Park and paving. The physical address was 95 Industrial Circle. This would be a grow zone for marijuana. They are requesting to leave the existing improvements as constructed, in conjunction with a Change of Use. The applicant was present to answer questions. The property was zoned Industrial (I). The applicant was asking to leave the parking as it was when he first applied. There would be no retail on the site. This was a multiple phase project.

Planning Manager Shepard stated the suggested conditions:

1. Should Industrial Circle be paved within five (5) years of this approval, the site must be brought into compliance with the access and parking standards then in effect within two (2) years of paving.
2. All other engineering requirements shall apply to any Site Plan application for new building.

Chairman Whiting stated that we would open the floor for comment "In Favor of the Variance".

**Comments "In Favor of the Variance".**

There were none.

Chairman Whiting closed the comments "In Favor of the Variance" and opened the floor for comments "Opposed the Variance".

**Comments "Against the Variance"**

There were none.

Chairman Whiting closed comments "Opposed to the Variance" and asked for Commissioner Comments.

**Commissioner Comments**

Commissioner Lucero was in favor of the Variance in order to help this business get to success. He had a drainage question; was there an issue? Planning Manager Shepard answered yes, but because of the phasing, they first want to know how to get into the building, then the second phase would include setback and full drainage and paving.

Commissioner Wadley said he was a little concerned with the idea of no paving. He said there were no problems with waivers for paving when it's an industrial use and the public doesn't access it a lot, but this was a retail facility. Planning Manager Shepard stated it was not, it's wholesale. It is a marijuana growing facility. The licensing will come before you (the Board) in the future.

**Commissioner Wadley moved to approve the request for a Variance by SJS Holdings, LLC from paving and setback requirements on 95 Industrial Circle as presented. Commissioner Lucero seconded the motion and it carried unanimously.**

Chairman Whiting closed the Board of Adjustments Hearing and convened the Liquor Authority Board at 1:55 p.m.

**Liquor Authority Board**

Chairman Whiting swore in County Paralegal Tonya McCann for testimony.

**A. New Hotel & Restaurant for M.A.S. Events, LLC dba Keyah Grande Guest Lodge**

Tonya McCann Paralegal was filling in for Administrative Assistant Baca. She presented an application for a new Hotel & Restaurant Liquor License for M.A.S. Events, LLC dba Keyah Grande Guest Lodge. The location of the applicant was 13211 W. Hwy 160. The application was complete with the proper fees and fingerprints being submitted. The Building Department had inspected the building. The Sheriff's Office had been advised of the new business and the premises was posted the 10 required days prior to today's Hearing.

Chairman Whiting asked for public comments "For the License".

**Comments "For the License"**

There were none.

Chairman Whiting closed the comments "For the License" and opened the floor for comments "Against the License".

**Comments "Against the License"**

There were none.

Chairman Whiting closed the comments "Against the License" and asked for Commissioner Comments.

**Commissioner Comments.**

There were none.

**Commissioner Lucero moved to approve the new Hotel & Restaurant Liquor License for M.A.S. Events, LLC dba Keyah Grande Guest Lodge as presented. Commissioner Lucero seconded the motion and it carried unanimously.**

**B. New Hotel & Restaurant for a Hotel & Restaurant Liquor License for Boss Hogg's of Pagosa Springs, LLC dba Boss Hogg's Restaurant & Saloon**

County Paralegal McCann submitted an application for a Transfer of a Hotel & Restaurant Liquor License for Boss Hogg's of Pagosa Springs, LLD dba Boss Hogg's Restaurant & Saloon. The applicants were transferring ownership from three members to two new members, John & Denise Fargerson. The only thing changing was the ownership of the cooperation. The application was complete, the proper fees had been submitted and the Sheriff's Office had been notified of the change. Fingerprints of the new member had been submitted.

**Commissioner Lucero moved to approve the transfer of the Hotel & Restaurant Liquor License for Boss Hogg's of Pagosa Springs, LLC dba Boss Hogg's Restaurant & Saloon transferring the ownership of the corporation to John & Denise Fargerson. Commissioner Wadley seconded the motion and it carried unanimously.**

Chairman Lucero stated that it is important to have the temporary licenses so businesses may continue to run their businesses.

**Commissioner moved to approve the Temporary License for Boss Hogg's of Pagosa Springs, LLC dba Boss Hogg's Restaurant & Saloon for 180 days or until the new license was received from the State. Commissioner Wadley seconded the motion and it carried unanimously.**

**C. Special Events Permit for Pagosa Lakes Property Owners Association, Inc.**

County Paralegal Tonya McCann submitted an application from Pagosa Lakes Property Owners Association for a Special Events Permit for December 31, 2015 for a New Year's dance allowing them to sell malt, vinous and spirituous liquor at the Pagosa Lakes Property Owners building located at 230 Port Ave. The proper fees had been submitted, the Sheriff's Office had been notified of the event and the premises was posted the 10 days prior to today's Hearing.

Chairman Whiting asked for public comments "For the Permit".

**Comments "For the Permit"**

There were none.

Chairman Whiting closed the comments "For the Permit" and opened the floor for comments "Against the Permit".

**Comments "Against the Permit"**

There were none.

Chairman Whiting closed the comments "Against the Permit" and asked for Commissioner Comments.

**Commissioner Comments.**

There were none.

**Commissioner Wadley moved to approve the Special Events Permit to sell Malt, Vinous and Spirituous Liquor by the Pagosa Lakes Property Owners Association, Inc. as presented. Commissioner Lucero seconded the motion and it carried unanimously.**

Chairman Whiting closed the Liquor Authority Board and reconvened a Budget Hearing at 2:01 p.m.

**Public Budget Hearing**

**Presentation of the 2016 Budget**

County Administrator Bentley Henderson presented the 2016 County Budget to the Board for consideration. He stated the budget was in balance and ready for 2016. He talked about things that had happened during the budget process coming to this point. He talked about the operating reserves. He gave all the credit for the good results of the past audits and keeping the budget in balance to Larry Walton, Finance Director and his staff.

Chairman Whiting asked if there were any public comments regarding this budget.

**A. Resolution 2015-78 Adopting the 2016 Archuleta County Budget**

Finance Director Larry Walton presented a resolution for the Board's consideration adopting the 2016 Archuleta County Budget. The Expenditures totaled \$28,558,828 and the Revenues were \$24,770,250.

- Commissioner Lucero commented that a lot of equipment was deferred over the past years due to the lack of funds. Our reserves are going down a little this year because we now must replace some of that equipment. We are coming out ahead based on past decisions.
- Commissioner Wadley said everyone, office heads, elected officials and everyone had done everything they could to come to where we are today. We now have less people, no new equipment etc. Now that we have a little money, we need to start replacing some of the equipment before we can't put it off anymore. He was proud of the job everyone was doing for the community.
- Chairman Whiting said in going back to the topic of the reserves, with the way the economy was in 2009-2012 we still managed to save reserves. We are now going in the other direction, and we were still staying within our budget and still savings reserves. This all goes to staff and elected officials.

**Commissioner Wadley moved to approve Resolution 2015-78 adopting the 2016 Archuleta County Budget. Commissioner Lucero seconded the motion and the motion carried unanimously.**

**B. Resolution 2015-79 Appropriating Sums of Money for the 2016 Budget**

Finance Director Larry Walton presented a resolution for the Board's consideration which appropriated the sums of money for the 2016 budget as presented. The total appropriations amount was \$28,558,828. These amounts are down from last year. Chairman Whiting asked for public comments. **Commissioner Lucero moved to approve Resolution 2105-79 appropriating sums of money to the various funds to fund the 2016 Archuleta County Budget. Commissioner Wadley seconded the motion and the motion carried unanimously.**

**C. Resolution 2015-80 Setting the County Mill Levies for 2016**

Finance Director Walton presented a resolution for the Board's consideration setting the County Mill Levies for 2016. The mill levies would be set at 18.233 mills for each dollar of the total valuation for assessment of all taxable property within Archuleta County for the year 2016. The total amount needed to balance the budget from property tax is \$5,624,981. The amount of the certified valuation was \$308,505,520. The value of property went up 3%. **Commissioner Lucero moved to approve Resolution 2015-80 setting the Mill Levies at 18.233 mills for Archuleta County for the 2016 budget year. Commissioner Wadley seconded the motion and the motion carried unanimously.**

Chairman Whiting closed the Hearing and reconvened the Regular Meeting at 2:25 p.m.

**Consent Agenda I**

A. Regular Meeting Minutes  
December 3, 2015

B. Payroll & Payable Warrants for December 4 – December 14, 2015

General Fund Payable	92,610.63
Road and Bridge Fund Payable	550.12
Department of Human Services Fund Payable	206.04
1A Fund Payable	2,500.00
All Combined Dispatch Fund Payable	6,482.10
Solid Waste Fund Payable	11.45
Airport Fund Payable	3,379.51
Fleet Fund Payable	4,359.91
<b>Total</b>	<b>110,099.76</b>
General Fund Payroll	134,668.22
Road and Bridge Fund Payroll	32,757.34
Department of Human Services Fund Payroll	29,922.59
All Combined Dispatch Fund Payroll	16,028.73
Solid Waste Fund Payroll	6,592.29
Airport Fund Payroll	3,992.17
Fleet Fund Payroll	9,116.44
<b>Total</b>	<b>\$ 233,077.78</b>

C. Contract for Child Support Service Processor & Child Support locating service fraud with the Sheriff's Office in the amount of \$8,750

D. 2016 Certification of Compliance of County Merit System for the Department of Human Services

E. Renewal Department of Human Services Contract with Angie & Sari Benmeir to provide legal services related to Child Support Service cases

F. Approval and execution of a Corrective Warranty Deed with Demetrio J. & Nacona C. Martinez

G. Renewal of the Hotel & Restaurant Liquor License for Chimney Rock Restaurant & Tavern, LLC dba Chimney Rock Restaurant & Tavern

H. Resolution 2015-81 Lot Consolidation of lots in Colorado Timber Ridge Phase 4 for owner Barbara Gail Dickson

I. Resolution 2015-82 Lot Consolidation of lots in Pagosa Highlands Estates for owner Ursula Brigitte Ochs

J. Resolution 2015-83 Lot Consolidation for lots in Pagosa in the Pines Unit 2 for the owner Foster Homes, LLC

K. Resolution 2015-84 Lot Consolidation for 3 lots in Aspen Springs Subdivision Unit No. 6 for owner Peggy McNicol & Beth Stoddard

County Administrator Henderson read the Consent Agenda. **Commissioner Wadley moved to approve the Consent Agenda as read. Commissioner Lucero seconded the motion. The motion carried unanimously.**

**New Business**

**A. \$10,000 Funding Request from the Town of Pagosa Springs for their Safe Routes to School Grant Application**

James Dickhoff Town of Pagosa Springs Planning Director submitted a request to the Board for consideration. He was asking for the Board to put in \$10,000 in funding towards the Safe Routes to School Grant Application the Town of Pagosa Springs was submitting. This grant was for sidewalks on the north side of Town for kids to use to get to school. The sidewalks direct the pedestrians to the stop light on 8<sup>th</sup> Street. The Town was applying for a grant and would like to be able to say they were also being supported by Archuleta County. This was a CDOT grant. They feel they had a good chance to collect this grant. They had three good partners. The School was granting \$3,500, the Town was allocating \$80,000 and they were asking for \$10,000 from the County. It was an extremely competitive grant. It's a \$350,000 grant request. He had a map showing where the sidewalks would be. Commissioner Wadley asked the County Administrator where the money would come from in the County budget if the Board wanted to participate. County Administrator Henderson answered that he would think it would be from the 1A or Conservation Fund but he did not think the Conservation Funds were actually for this kind of project.

Commissioner Lucero informed Mr. Dickhoff that the County did not have that much money left in the budget now. There was money in the 1A Funds and asked him to come back and request that money as a grant from the 1A Funds. He could vote for it then if it was being requested from 1A.

Commissioner Wadley said there should be no problem saying yes today and tagging the money from the 1A Funds now. Commissioner Lucero said that it needed to be in the form of a grant request. County Administrator Henderson said they (the Board) have full latitude in doing as Commissioner Wadley suggested. Chairman Whiting said they could vote on it now committing the money from 1A Funds contingent on the PROST Task Force approving it first. Discussion revealed that might be wasting PROST's time. PROST does not need to approve all funds coming from that fund, the Board does. County Administrator Henderson stated he felt it would help the grant and Mr. Dickhoff if the Board would agree to write a Letter of Support identifying their support and the amount they would commit so he would have something in writing for the grant application. The Board agreed.

**Commissioner Lucero moved to approve the request for the Safe Routes to School Grant Application for the Town of Pagosa Springs in the amount of \$10,000 and authorize the Chair to sign a Letter of Support. Commissioner Wadley seconded the motion and it carried unanimously.**

**B. Revised Fee Agreement with Rose, Walker, Starr (attorney agreement)**

County Attorney Starr presented a revised fee agreement between Archuleta County and Rose, Walker, Starr for attorney services for Archuleta County. He said that the prior agreement inappropriately described the operations of the trust fund money and they wanted to make sure it followed the Colorado Rules of Conduct. It does now. **Commissioner Wadley moved to approve the revised Fee Agreement with Rose, Walker & Starr. Commissioner Lucero seconded the motion. The motion carried unanimously.**

**Media Questions**

Marshall Dunham with the Pagosa Springs Sun asked about the Community Center pickle ball games not taking place when he went. They told him the games had been rescheduled.

**Commissioner Comments**

- Commissioner Lucero thanked the Board for all their work on the budget. He commended his fellow Commissioner for doing a good job. He also thanked Elected Officials and especially Finance and the County Administrator.
- Chairman Whiting said this Board had knocked out 5 budgets together now; all well done and well qualified budgets. This was an indicator of the quality of work coming out of staff and fiscal responsibility. He also said that there are always a lot of people in the audience over the years, watching the Board. They are conspicuously absent when it comes to spending money like the budget. He would hope that those who seek to monitor the Board's spending money would attend more of the budget processes.

Chairman Whiting stated the Board would be going into Executive Session.

**Executive Session**

**Commissioner Wadley moved to go into Executive Session per C.R.S. 24-6-402(4)(e) for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators. Commissioner Lucero seconded the motion and it carried unanimously.**

Chairman Whiting stated those going into the Executive Session would be the 3 Commissioners, County Administrator Henderson and County Attorney Starr. He recessed the meeting at 2:41 p.m. to go into Executive Session.

Chairman Whiting reconvened the Regular Meeting at 2:54 p.m. stating no decisions were made in the Executive Session requiring a motion.

With no further business coming before the Board, the meeting was adjourned at 2:54 p.m.

\_\_\_\_\_  
June Madrid  
County Clerk & Recorder

Approved this 5<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Michael Whiting, Chairman

**ARCHULETA COUNTY PROCEEDINGS  
BOARD OF COUNTY COMMISSIONERS**

The Board of County Commissioners held a Special Meeting on December 22, 2015 noting County Commissioners Michael Whiting, Clifford Lucero and Steve Wadley and County Administrator Bentley Henderson present.

Chairman Whiting called the meeting to order at 10:31 a.m.

**Consent Agenda**

**A. Payroll & Payable Warrants for December 15-22, 2015**

County Administrator Henderson read the agenda for the record.

General Fund Payable	47,796.09
Road and Bridge Fund Payable	292,350.99
Department of Human Services Fund Payable	22,351.56
1A Fund Payable	105.00
All Combined Dispatch Fund Payable	1,501.04
Solid Waste Fund Payable	6,296.78
Airport Fund Payable	988.57
Fleet Fund Payable	37,994.01
<b>Total</b>	<b>409,384.04</b>
General Fund Payroll	144,642.50
Road and Bridge Fund Payroll	36,258.36
Department of Human Services Fund Payroll	1,785.55
All Combined Dispatch Fund Payroll	16,215.97
Solid Waste Fund Payroll	10,270.04
Airport Fund Payroll	3,992.17
Fleet Fund Payroll	8,988.92
<b>Total</b>	<b>222,153.51</b>

**Commissioner Wadley moved to approve the Consent Agenda as read. Commissioner Lucero seconded the motion and it carried unanimously.**

**New Business**

**A. Resolution 2015-85 Certification of Levies & Revenues**

Larry Walton Finance Director submitted a resolution for the Board’s consideration. It certified the levies and revenue for Budget Year 2016 to the Assessor and Property Tax Administrator. A copy of the Commissioners’ Certification would be certified to the Assessor and to the Property Tax Administrator and be mailed to the Division of Property Taxation, to the Division of Local Government and to the Colorado Department of Education. These entities raise a total revenues of \$18,142,401. There are a total of 23 taxing entities involved. The Board wanted to state that this shows that when taxes are paid to the County 100% of these taxes do not belong to the County they are spread out amongst these entities.

**Commissioner Lucero moved to approve Resolution 2015-85, the Certification of Levies & Revenues for 2016. Commissioner Wadley seconded the motion and it carried unanimously.**

**B. Resolution 2015-86 Supplemental Budget & Appropriation**

Larry Walton Finance Director submitted a resolution next for the Board's consideration appropriating additional sums of money to defray money that was not budgeted. This means this is money for unanticipated revenue the County received and they are raising the expense budget for the same amounts. For example, Emergency Operations, worked on large scale fires, they had costs paid out and were reimbursed for more, so the expense had to be increased. There was almost \$900,000 of revenues increased. **Commissioner Wadley moved to approve Resolution 2015-86 appropriating unanticipated revenues other than tax revenues in the amount of \$827,574 in the General Fund, \$39,108 in the Human Services Fund, \$4,104 in the Combined Dispatch Fund and which were amounts not assured at the time of the 2015 Archuleta County Budget. Commissioner Lucero seconded the motion and it carried unanimously.**

**C. Resolution 2015-87 Budgetary Transfers**

Larry Walton Finance Director presented a resolution for the Board's consideration. It was taking \$350,000 from General Fund and moving it to the Fleet Fund which was excess sales tax received in 2015. In the Fleet Fund they had expended more due to the fact we had equipment that was extremely old and hurting us financially. County Administrator Henderson said both of the next resolutions were moving money either within funds or within departments within a fund. This one was within funds. Commissioner Lucero said it was time to replace some of the equipment which was in such bad shape. **Commissioner Lucero moved to approve Resolution 2015-87 transferring \$350,000 from Archuleta County General Fund to Fleet. Commissioner Wadley seconded the motion and it carried unanimously.**

**D. Resolution 2015-88 Budgetary Transfers**

Larry Walton Finance Director submitted a resolution for the Board's consideration transferring funds and appropriating money from one spending agency within a fund to another spending agency within a fund. The overwhelming majority of these adjustments were anticipated. They total about \$281,000. The resolution sets out which specific department and amounts. Commissioner Wadley asked to highlight why a couple of departments went over budget. The Coroner had unanticipated expenditures because they had more unattended deaths than in previous years. You cannot predict that, it was not exorbitant spending. In addition, of the costs of autopsies had increased. Human Resources, we had many new employees hired (losing some), there were more than anticipated. Some things were covered by other departments who did not go over. **Commissioner Wadley moved to approve Resolution 2015-88 transferring already unappropriated monies from one department within that fund to another department within that fund. Commissioner Lucero seconded the motion and it carried unanimously.**

**Last Day for Kathleen Baca, Administrative Assistant**

- Chairman Whiting asked for Kathleen Baca to be brought into the meeting. He wanted to thank her for all the hard work she had given to the County as Administrative Assistant. He assured her she would be missed as a good employee and a happy, smiling person who brought a lot of humor to the workplace.
- Commissioner Wadley said he knew this job had a lot of moving parts and meetings came up unexpectedly, and they were three distinct different egos that she had to deal with. He enjoyed her as a person and as an employee and was sad to see her go.
- Commissioner Lucero said she brought a great attitude to the table. He agreed with the other two Commissioners. Her work was great and professional and she would be missed.

They presented her with a gift.

With no further business coming before the Board, the Special Meeting was adjourned at 10:51 a.m.

\_\_\_\_\_  
June Madrid  
County Clerk & Recorder

Approved this 19<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Michael Whiting, Chairman



## ARCHULETA COUNTY

**NOTICE OF AWARD  
ARCHULETA COUNTY  
INMATE MEDICAL SERVICES  
RFP: 4230-15-001**

Date: March 3, 2015

TO: Pagosa Springs Family Medicine Center, PC  
PO Box 1689  
Pagosa Springs, CO 81147

The Board of County Commissioners, having duly considered the Proposals submitted by February 4, 2015, for the work covered by the RFP titled Inmate Medical Services for the Archuleta County Detention Facility, number 4230-15-001, has on March 3, 2015, accepted your proposal, with the following amendments:

1. The two hour minimum, as indicated in line item number 4, Costs of Services, letters A-D, of the proposal, no longer applies.
2. All staff entering the Detention Facility must first be cleared through the Sheriff Department's routine background check.
3. Medical services provided, in the total cost of the agreement, will include one nurse, 2 hours a day, five days a week. The NP will provide services one day a week for one hour and the Physician will be on standby on an "as needed" basis.
4. The provider, should they opt out of the agreement, will be required to submit their intent to withdraw from the contract, in writing, at least thirty days in advance.

In accordance with the terms of the RFP, when Pagosa Springs Family Medicine Center, PC signs acceptance below, the County's RFP, the Pagosa Springs Family Medicine Center, PC's Proposal and the amendments as stated in this Notice of Award, shall constitute a contract equally binding between the County and the Pagosa Springs Family Medicine Center, PC.



# ARCHULETA COUNTY

The effective date will be April 1<sup>st</sup>, 2015 and continue until December 31, 2017.

A handwritten signature in black ink, appearing to read "J. Pruitt", is written over a horizontal line.

By: James C. Pruitt, MD  
Owner

A handwritten signature in black ink, appearing to read "M. Whiting", is written over a horizontal line.

By: Michael Whiting  
Chairman, Board of County Commissioners

February 3, 2015

TO: Archuleta County Finance Director, Larry Walton  
Archuleta County Board of Commissioners  
Archuleta County Jail, Harry Harris Leut

FROM: James C. Pruitt MD/Pagosa Springs Family Medicine Center, PC  
PO Box 1689  
Pagosa Springs, CO  
81147  
Email: psjcp@skywerx.com  
Cell: 970-903-7589

RE: RFP Medical Services Archuleta County Jail

1. Executive Summary

Medical Care for the inmates in the Archuleta County Jail was our responsibility until Summer of 2013. It is our desire to bid on this contract to deliver the medical services to the inmates of the jail beginning late Feb 2015 if awarded the contract. We understand the health needs of this community, have a long standing relationship with the jail, and desire to provide the medical care. During the previous contract we were able to save the county money on the contract, medications, and provide a high level of professional medical care. It is our desire to provide on call services by NP/MD and daily screening by RN 5 days per week as the RFP outlines.

2. Respondent Information

Data Required per Proposal:

Dates of previous jail contract: January 1, 2002 to July 1, 2013

Type of Service: Medical Services to Jail

Years in Business: 35 years in practice in Pagosa Springs

Type of Business: Family Medicine Service PC (currently contracting with Pine Ride ECC in Pagosa Springs and Pagosa Springs Medical Center)

3. Contract Termination/ Transfer to Cornerstone Family Medicine: Due to illness of Dr. Pruitt in 2013 the contract was transferred to Dr. Kurz. No lapse of service took place and Dan Keuning NP transferred to Cornerstone to continue with inmate care. Now, Dr. Pruitt and Dr.

Joanna Estes will also be covering the contract along with Dan Keuning NP as primary call. There is no anticipated need to have any future changes in this contract.

4. Cost of Services

A: \$6250/month to include work described including RN coverage 5 days per week and NP to visit jail weekly as needed for sick visits.

B: \$40/hr additional fee for RN to come in after hours or testify in court. Minimum 2 hr charge

C: \$80/hr additional fee for NP to come in after hours or to testify in court. Minimum 2 hr charge

D: \$150/hr additional fee for MD to come in after hours or to testify in court. Minimum 2 hr charge

5. Response to scope of work: Comply with contract. Assess medical needs of inmates. Will not manage mental health needs as this is done by Axis Health per contract.

6. Additional Services of Interest:

-the coverage of this contract will include 24/7 NP or MD coverage by 1 NP and 2 MDs for backup. Also will have 2 RN available for coverage of weekday visits.

7. Respondent's Warranty: see signature page

Thank you,

Pagosa Springs Family Medicine Dr. James C. Pruitt MD

A handwritten signature in black ink, appearing to read "J. C. Pruitt MD". The signature is written in a cursive, flowing style with a large initial "J" and "C".

**EXHIBIT B: RESPONDENT'S WARRANTY**

The undersigned person warrants that:

1. He/She is an officer of the organization.
2. He/She is authorized to offer a proposal in full compliance with all requirements and conditions as set forth in the RFP.
3. He/She has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed and the requirements and conditions under which the work is to be performed.
4. He/She understands that a complete background investigation, including investigation by the CBI (Colorado Bureau of Investigation) may be conducted on all contracted and sub-contracted staff proposed to work on this project.

Respondent:

By: \_\_\_\_\_

  
(SIGNATURE)

JAMES C. PRUITT, M.D.  
(PRINT NAME & TITLE)

Pagosa Springs Family Medicine Center, PC  
(NAME OF COMPANY)

Pagosa Springs, CO 81147  
(CITY STATE, ZIP)

970-903-7589  
(TELEPHONE)

psjcp@skwex.com  
(EMAIL)



File w/  
Medical  
Contract

REQUEST FOR PROPOSAL

FOR INMATE MEDICAL SERVICES  
FOR THE ARCHULETA COUNTY DETENTION FACILITY

RFP No. 4230-15-001

ARCHULETA COUNTY  
PAGOSA SPRINGS, CO  
BOARD OF COUNTY COMMISSIONERS

Response Deadline: February 4, 2015 at 2:00 p.m.

Submit Responses to:

Larry Walton  
Finance Director  
398 Lewis Street  
Pagosa Springs, CO 81147

E-Mail: [lw Walton@archuleta county.org](mailto:lw Walton@archuleta county.org)  
1-970-264-8556

#### A. INVITATION

The Archuleta County, Colorado Board of County Commissioners ("County") invites qualified vendors ("Respondent") to submit proposals to provide Inmate Medical Services to the Archuleta County Detention Facility. The Respondent will be responsible for providing the health care needs consisting of regular care, on call care and administration to the inmates held in the Archuleta County Detention Facility.

#### B. PERIOD OF THE CONTRACT

This Request for Proposal, when properly accepted by Archuleta County, shall constitute a contract equally binding between the County and the successful Respondent. No different or additional terms shall become a part of this Contract with the exception of an Amendment, executed by both parties.

The *effective* date will be 7 days after the County issues a Notice of Award pursuant to this RFP and services are expected to continue until December 31, 2017. The contract may be extended past that date by written amendment, agreed and executed by both parties. It is understood that the County routinely re-bids service contracts every three years.

Termination clauses are included in Attachment A "General Terms and Conditions".

#### C. LOCATION WHERE WORK WILL BE PERFORMED

Health Care services will be performed at the Archuleta County Detention Facility, located inside the Archuleta County Sheriff's Department at 449 San Juan Street, Pagosa Springs, Colorado. If the detention facility is moved during the course of this contract, the services will be performed at the new detention facility, wherever it might be located in the County.

#### D. PROJECT SUMMARY

The project consists of providing medical services to the inmates of the Archuleta County Detention Facility as needed in an outpatient capacity.

#### E. SCOPE OF WORK

The Scope of Work is as follows:

The Contractor shall function as the Designated Health Authority, responsible for the assessment of the medical, dental and mental health needs of inmates, and either the subsequent treatment (or referral to others for treatment) of those inmates deemed in need of health care.

Overall medical authority is vested with a physician.

Clinical medical authority is vested with a physician or a licensed independent practitioner (or other clinically trained professional) designated by a physician. In the event that the clinical medical authority is not a licensed physician, the Contractor must establish a physician-level collaboration for purposes of medical management and professional collaboration. The Contractor establishes the processes and procedures necessary to meet the medical standards outlined within this RFP.

Professional Licensure is required by any person providing medical assessment or treatment. Health care services will be provided by trained and qualified personnel, whose duties are governed by a thorough and detailed job description and who are verifiably licensed, certified, credentialed and/or registered in compliance with applicable state and federal requirements. In no event should clinical decisions be made by non-clinicians.

1. Regular Hour - Medical Services

- a) Regular Hours for the Detention Facility are 6:00 am to 6:00 pm, Monday through Friday. On a daily basis, sometime during Regular Hours, a licensed RN or Nurse practitioner shall provide the following services:
  - i. Medical processing of New Inmates
  - ii. Sick Call
  - iii. Distribution of Required Medications
- b) The RN and/or Nurse Practitioner need only be present at the Detention Facility during the time it takes to provide these services, as they deem necessary. The details of each service are outlined below:

2. Medical Processing of New Inmates

- a) Newly admitted inmates will receive a medical, dental and mental health screening upon intake.
- b) Within 7 days of arrival, a comprehensive health appraisal will be conducted.
- c) Newly admitted inmates will be informed about how to access health services.
- d) Health care needs identified by either the initial screening or comprehensive health appraisal will be provided as indicated
- e) Screening, prevention and control measures will be utilized to assist in the prevention and management of infectious and communicable diseases.
- f) Written documentation of the above will be provided.

### 3. Sick Call

- a) On a daily basis, inmates will be able to initiate requests for health services.
- b) All inmates reporting to sick call will receive attention to determine what, if any health care they actually need.
- c) Inmates found in need of health care service will receive the same in a timely manner.
- d) An inmate who needs health care beyond facility resources will be transferred in a timely manner to an appropriate facility where care is available.
- e) Inmates with chronic conditions will receive care and treatment for conditions where non-treatment would result in negative outcomes as determined by the clinical medical authority.
- f) Inmates requiring health care outside of the expertise of the Contractor (such as acute mental health episodes or dental emergencies) shall be referred to an appropriate service provider.

### 4. Distribution of Required Medications

- a) The RN will insure that prescriptions and medications will be ordered, dispensed and administered in a timely and sufficient manner as prescribed by a physician.
- b) The RN will daily prepare and set-up for distribution of prescription and non-prescription of medications to inmates to be done by Detention staff, when the medical staff is not in the facility ; ensuring that any dispensing of such medicines at the Detention Facility shall be done in compliance with any federal, state or local controlled substance regulation or law.
- c) Medication brought by or with an inmate on admission to the facility shall not be used, until the contents of the containers have been examined and positively identified after admission and approved.
- d) The RN, in consultation with the physician will assure proper storage, handling and inventory control, provide for destruction of old medication and provide regular chart review on medication utilization.

### 5. Training and Utilization of Detention Staff

- a) The Contractor will determine what health care role Detention staff may play, under what circumstances and what training may be required in order to prove proficiency.

- b) Pursuant to the above, the Contractor will provide one eight (8) hour orientation to provide designated Detention staff with training in limited medical service delivery.

6. Medical Records

- a) The Contractor shall maintain individual, complete, dated health records which shall include the following (at a minimum):
  - i. Receiving screening forms/history.
  - ii. Medical/Dental/Mental Health evaluation reports.
  - iii. Complaints of illness or injury.
  - iv. Names of personnel, who treat, prescribe and/or issue medication.
  - v. Location where treated.
- b) The physician/patient confidentiality privilege applies to the medical health record. The Contractor shall insure the confidentiality of each inmate's medical health record file and such file shall be maintained separately from the inmates other jail records, for seven years. All records must be kept in a secure area with access limited to authorized individuals. All HIPPA regulations will be followed.

7. Administrative

- a) The Contractor shall review the current state and federal requirements and standards as to the proper medical care for inmates as well as to the general provision of medical services.
- b) The Contractor shall ensure that the provision of all medical services at the Detention Facility by their own employees is in compliance with all federal, state and local regulations.
- c) The Contractor shall also oversee and coordinate any and all medical services given to inmates by any other health care professional, whether in the Detention Facility or at any other medical facility.
- d) Whenever the responsible physician determines that a clinical function or service can be safely delegated to a health care staff other than a physician, it must be performed pursuant to a written protocol or medical order.
- e) Protocols or orders are written by a responsible physician to non-physician medical care provider for definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.
- f) Such orders are given from the physician to qualified medical personnel, allied health personnel or medically trained detention staff instructing them to carry out a specific treatment, test or medical procedure on a given inmate.

8. After Hours - Medical Care

- a) After Hours for the Detention Facility are weekends (Saturday and Sunday) and between 6:00 am – 6:00 pm, Monday through Friday. All After Hours medical care will be provided on an "on-call" basis, per the following:
- b) Apparent or reported inmate medical needs will be reported by Detention staff by phone to the number provided by the contractor
- c) The Contractor will have an RN (or Nurse Practitioner) available during After Hours to receive and assess medical needs over the phone or provide examination as indicated from the information received
- d) Inmates found in need of health care service will receive the same in a timely manner.
- e) An inmate who needs health care beyond facility resources will be transferred in a timely manner to an appropriate facility where care is available.
- f) Inmates with chronic conditions will receive care and treatment for conditions where non-treatment would result in negative outcomes as determined by the clinical medical authority
- g) Inmates requiring health care outside of the expertise of the Contractor (such as acute mental health episodes or dental emergencies) shall be referred to an appropriate service provider.

F. QUALIFICATION OF THE RESPONDENTS

- 1. In order to do business with the County, a Respondent must be able to demonstrate that it has:
  - a. The appropriate financial, insurance, material, licensing, certifications, equipment, facility and personnel resources, experience and expertise, or the ability to obtain them, necessary to indicate the capability to meet all contractual requirements;
  - b. A satisfactory record of performance and integrity;
  - c. No unresolved negative issues with the Better Business Bureau;
  - d. The legal capacity to contract with the County;
  - e. Has already supplied, or upon request does supply, all necessary information needed to establish the above qualifications.
- 2. The Respondent must supply an IRS W-9 (Taxpayer Identification Number and Certification) with their proposal. The unreasonable failure of a Respondent to promptly supply information in connection with an inquiry regarding basic qualifications

may be grounds for a determination of non-responsibility. If a Respondent who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the County and the non-responsible Respondent will be ineligible for the award.

#### G. PROJECT SCHEDULE

January 22, 2015:	Advertisement of RFP in Pagosa Sun
January 29, 2015:	Advertisement of RFP in Pagosa Sun
February 4, 2015 @ 2:00 p.m.	Proposals Due
February 17, 2015:	Award by Board of County Commissioners
February 24, 2015:	(Expected) Effective Date of New Contract

#### H. PROPOSAL SUBMITTAL

In order to be considered for selection, Respondents must submit a complete response to this RFP. One (1) unbound original and two (2) bound copies of the proposal must be submitted to the Contracts and Procurement Officer at the address below by no later than February 4, 2015 at 2:00 p.m. Proposals must be submitted in a sealed box or envelope marked; FOR INMATE MEDICAL SERVICES. Faxed, mailed and e-mailed proposals will not be accepted. Late submittals will not be accepted and will be mailed back to the Respondent unopened.

UPS, Fed-Ex or hand delivered proposals shall be addressed to:

Larry Walton  
Finance Director  
Archuleta County  
398 Lewis Street  
Pagosa Springs, CO 81147

Archuleta County reserves the right to reject any and all Proposals, in part or in whole, and to award to the most responsive and responsible firm(s) as deemed in the best interests of the County; further, the right is reserved to waive any formalities or informalities contained in said proposals. All proposals and copies thereof are to be prepared and submitted at the submitter's expense, and upon submittal to the County, will become a County record and ***therefore a public record.***

#### I. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written notice at any time prior to the submission deadline.

## J. PROPOSAL FORMAT

Proposals should be typed and submitted on 8.5 by 11 inch paper. Proposals should be organized and presented in the order specified below, with the headings indicated.

- 1) Cover Letter/Executive Summary
- 2) Respondent Information
  - a) Respondents name, email address, business address, phone and fax numbers.
  - b) Number of years the Respondent has been in business.
  - c) Respondent shall state what type of business entity they are (e.g., sole proprietorship, partnership, corporation, etc...).
  - d) Respondent shall attach their IRS W9 form.
- 3) Contract Termination. If your company has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated and such litigation determined the vendor to be in default. If default occurred, list complete name, address and telephone number of the party. If NO such terminations for default have been experienced by the Respondent in the past five years, declare that.
- 4) Cost of Services. The proposal must contain a combination of a monthly bid for regular services and agreed rates for after-hours medical care and "other" services, as follows:
  - a) \$\_\_\_\_/Month: for the work described in E.1 through E.7.
  - b) \$\_\_\_\_/Hour: for the after-hours work described in E.8, whether performed onsite or by phone).
  - c) \$\_\_\_\_/Hour: for other work as might arise, including for time spent by the Respondent in providing testimony on behalf of the County in any criminal or civil trial, hearing or deposition, etc...
- 5) Point by Point Response to Scope of Work. For *each* point in the Scope of Work, the Respondent will reply in one of three ways, as follows:
  - a) **Comply:** This means the Respondent can and will perform the required service, if awarded the contract.
  - b) **No Comply:** This means the Respondent cannot or will not perform the required service, if awarded the contract.
  - c) **Exception:** This means the Respondent proposes an alternate service or solution, in place of that which is assumed by the Scope of Work. The Respondent will briefly describe their alternative and the reason for it.
- 6) Additional Services of Interest. Beyond the Scope of this RFP, indicate any services (related or otherwise) that Respondent believes may be of interest to the County.
- 7) Respondent's Warranty. Respondent shall complete and submit Exhibit B to this RFP.

#### K. PROPOSAL EVALUATION AND AWARD CRITERIA

Proposals will be evaluated by the County using the following criteria:

- 1) The qualifications and experience of the Respondent, to provide the services described in the Scope of Work.
- 2) No negative history, in particular, contracts terminated by default.
- 3) Proposed costs to provide services.
- 4) The Respondents Point by Point Response to the Scope of Work.
- 5) The satisfaction of administrative requirements (W9 form, Respondents Warranty, acceptance of General Terms and Conditions, etc...).

#### L. INSURANCE REQUIREMENTS

The successful Respondent, after award of the contract, shall provide insurance certificates that provide, at a minimum, the statutory amount for Worker's Compensation, a minimum of \$1,000,000 for Comprehensive Business Liability and \$1,000,000 for Professional Liability and \$1,000,000/\$3,000,000 General Liability. All insurance certificates shall include a requirement for naming Archuleta County as additional insured.

#### M. GENERAL TERMS AND CONDITIONS

Proposals must remain valid for at least ninety (90) days. Moreover, the contents of the Respondents proposal (along with this RFP and any mutually agreed, written amendments) ***will become contractual obligations if the proposal is accepted by the County.***

The *Generals Terms and Conditions* which apply to this RFP are attached as Exhibit A.

#### N. METHOD OF PAYMENT

Payments shall be made by warrants payable to the trade or business name of the Respondent and not to any individual. Payments will be made on a monthly basis. Invoices submitted and approved by the 30<sup>th</sup> of the month will be paid no later than the 30<sup>th</sup> of the following month. Invoices will be for work already performed; will clearly relate to the proposal format contained in J.4.a (and .b and .c); being itemized sufficient to allow the County to verify that Respondent actually performed the work being invoiced. The invoices shall be submitted to the Archuleta County Sheriff's Office, Detention Lieutenant, P.O. Box 638, Pagosa Springs, CO 81147.

***Archuleta County is a public entity. Nothing in this document waives the Colorado Governmental Immunity Act. All funding obligations beyond the current fiscal year are subject to the funds being budgeted and appropriated.***

## EXHIBIT A: GENERAL TERMS AND CONDITIONS

### Article 1 General

- 1.1 Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by Archuleta County, shall constitute a contract equally binding between the County and Respondent. No different or additional terms shall become a part of this Contract with the exception of an Amendment, executed by both parties.
- 1.2 Offer/Acceptance of RFP Terms:** If the Respondent's proposal is accepted, then a purchase order will be issued by the County to the Respondent. This purchase order is an ACCEPTANCE of the Respondent's OFFER TO SELL in accordance with the terms and conditions of the RFP, as stated in your proposal. If no proposal is referenced, the purchase order is an OFFER TO BUY, subject to the Respondent's acceptance, which must be demonstrated by either your performance of the purchase order or by a formal acknowledgement in writing. Any COUNTER-OFFER TO BUY is automatically construed as a CANCELLATION of the purchase order unless a change order is issued accepting a counter-offer. In the event Respondent's form(s), or part(s) of forms are included in, or as an attachment to, any bid, proposal, offer, acknowledgement, or otherwise, Respondent agrees that, in the event of inconsistencies or contradictions, the terms and conditions of this solicitation document shall supersede and control over those contained in the Respondent's form(s) regardless of any statement to the contrary in the Respondent's form(s). Unless the County purchasing agent specifically agrees in writing through overt reference or other express written indication of assent, terms and conditions on Respondent forms regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability shall be of no effect.
- 1.3 Amendment/Changes:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Request for Proposal, submitted documents and written amendments properly accepted, which constitute the contract. Nothing in the contract may be added to, modified, superseded or otherwise altered except in writing and signed by an authorized representative of the County and acknowledged by the Respondent. Each shipment received or service performed shall be only upon the terms contained in the contract, notwithstanding any terms that may be contained in any invoice or other act of the Respondent other than acknowledgement of a written change order to the purchase order. The Respondent agrees to furnish the products and/or services in strict accordance with the specifications and at the price set forth for each item.
- 1.4 Assignment:** The Respondent shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the County.
- 1.5 County's Project Manager:** The Project Manager, on behalf of the County, shall render decisions in a timely manner pertaining to the work proposed or performed by the Respondent. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Work. For this request, the County Project Manager is: Lieutenant Harry R. Harris, Archuleta County Detention Facility
- 1.6 Independent Contractor:** The Respondent shall be legally considered an Independent Contractor and neither the Respondent nor its employees shall, under any circumstances, be considered servants or agents of Archuleta County. The County shall be at no time legally responsible for any negligence or other wrongdoing by the Respondent, its servants, or agents. The County shall not withhold from the contract payments to the Respondent any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Respondent. Further, the County shall not provide to the Respondent any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.
- 1.7 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of Archuleta County.
- 1.8 Warranties:** All provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made a part of these Terms and Conditions and are in addition to any warranties stipulated in the specifications.
- 1.9 Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the State of Colorado, and any action brought to enforce any provisions shall be maintained in Archuleta County, Colorado. The prevailing party in any action to enforce the terms and conditions of this Agreement shall collect all reasonable costs and expenses incurred in such action, including, but not limited to, reasonable attorney's fees.

### Article 2 Interpretation

- 2.1 Failure to Enforce:** Failure by the County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the County to enforce any provision at any time in accordance with its terms.
- 2.2 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as *non-responsive*. Archuleta County reserves the right to permit the Respondent to withdraw nonconforming terms and conditions from its proposal prior to a determination by the County of non-responsiveness based on the submission of nonconforming terms and conditions.

**Article 3  
Confidentiality**

- 3.1 **Confidentiality:** All information disclosed by the County to the Respondent for the purpose of the work to be done or information that comes to the attention of the Respondent during the course of performing such work is to be kept strictly confidential.

**Article 4  
Information**

- 4.1 **Basic Qualifications:** In order to do business with the County, a Respondent must be able to demonstrate that it has:

- The appropriate financial, insurance, material, licensing, certifications, equipment, facility and personnel resources, experience and expertise, or the ability to obtain them, necessary to indicate the capability to meet all contractual requirements;
- A satisfactory record of performance and integrity;
- No unresolved negative issues with the Better Business Bureau;
- The legal capacity to contract with the County;
- Has already supplied, or upon request does supply, all necessary information needed to establish the above qualifications.

The County reserves the right to inspect the plant, place of business or worksite of the Respondent. The Respondent will supply an IRS W-9 (Taxpayer Identification Number and Certification) with their proposal. The unreasonable failure of a Respondent to promptly supply information in connection with an inquiry regarding basic qualifications may be grounds for a determination of non-responsibility. If a Respondent who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the County and the non-responsible Respondent will be ineligible for the award.

**Article 5  
Liability**

- 5.1 **Force Majeure:** The Respondent shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Respondent, unless otherwise specified in the contract.
- 5.2 **Indemnification:** Respondent shall defend, indemnify and save harmless Archuleta County, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Respondent, or of any Respondent's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Respondent shall pay any judgment with costs which may be obtained against the County growing out of such injury or damages.
- 5.3 **Patents/Copyrights:** The Respondent agrees to protect Archuleta County from any claims involving infringements of patents and/or copyrights. In no event shall the County be liable to a Respondent for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 5.4 **Remedies:** The Respondent and County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**Article 6  
Government Requirements**

- 6.1 **Conflict of Interest:** No public official and/or County employee shall have interest in any contract resulting from this RFP.
- 6.2 **Ethics:** The Respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the County.
- 6.3 **Illegal Aliens:** The Respondent certifies that the Respondent shall comply with the provisions of CRS 8-17.5-101, et seq. The Respondent shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a sub-contractor that knowingly employs or contracts with an illegal alien to perform work under this contract. The Respondent represents, warrants and agrees that it (i) has verified that it does not employ any illegal aliens through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and the Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-102(b)(I). The Respondent shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Respondent fails to comply with any requirement of this provision or CRS 8-17.5-101, et seq., the County may terminate this contract for breach of contract, and the Respondent shall be liable for actual and consequential damages to the County. If the Respondent obtains actual knowledge that a sub-contractor performing work under this contract knowingly employs or contracts with an illegal alien, the Respondent shall: Notify the sub-contractor and the County within three (3) days that the Respondent has actual knowledge that the sub-contractor is employing or contracting with an illegal alien; and Terminate the subcontract with the sub-contractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) above, the sub-contractor does not stop employing or contracting with the illegal alien, unless the sub-contractor provides information to establish that the sub-contractor has not knowingly employed or contracted with an illegal alien.
- 6.4 **Employment Discrimination:** During the performance of any services per agreement with the County, the Respondent, by submitting a Proposal, agrees to the following conditions:

- The Respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Respondent. The Respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The Respondent, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, shall state that such Respondent is an Equal Opportunity Employer.
- Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

**6.5 Campaign and Political Finance: Sole Source:** Colorado Constitution, Article XXVIII, Sections 2,13,15,16 and 17. The purchase described in this contract maybe subject to the provisions of the aforementioned constitutional article and the following:

- This provision applies only to sole source government contracts and does not apply to any contract which used a public and competitive bidding process in which the County solicited at least three bids prior to awarding the contract, such as solicitations made through an electronic solicitation notification system. Respondent certifies, warrants, and agrees that it has complied and will comply with Colorado Constitution Article XXVIII, including but not necessarily limited to the following prohibitions and obligations:
- If during the term of the contract, Respondent holds sole source government contracts with the State of Colorado and any of its political subdivisions cumulatively totaling more than \$100,000 in a calendar year, then for the duration of this contract and for two years after, Respondent will not make, cause to be made, or induce by any means a contribution, directly or indirectly, on behalf of Respondent or Respondents immediate family member(s) for the benefit of any political party or for the benefit of any candidate for any elected office of the State or any of its political subdivisions; and
- Respondent represents that Respondent has not previously made or caused to be made, and will not in the future make or cause to be made, any contribution intended to promote or influence the result of a ballot issue election related to the subject matter of this contract; and
- Respondent will satisfy Respondents obligations to promptly report to the Colorado Department of Personnel & Administration Information included in the Government Contract Summary and the Contract Holder Information, regarding this contract and any other sole source government contracts to which Respondent is a party; and
- Respondent understands that any breach of this section or of Respondents responsibilities under Colorado Constitution Article XXVIII may result in either contractual or constitutionally mandated penalties and remedies; and
- A Respondent that intentionally violates Colorado Constitution Article XXVIII, Section 15 or 17(2), shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions for three years; and
- By performing pursuant to the contract, Respondent hereby affirms it is qualified and eligible under such provisions to enter into this contract.

**Article 7  
Termination**

**7.1 Contract Termination:** The County may terminate the performance of Work under the Contract Documents without cause and in the County's sole and absolute discretion. Such termination may be in whole, or from time to time in part. Any such termination shall be effected by delivery of a written Notice of Termination to the Respondent, specifying the extent to which performance of Work under the Contract is terminated and the date upon which termination becomes effective.

**7.2 Termination for Cause:** If Respondent fails to timely deliver the product or to perform any of the service(s) contained in this Contract at the time specified herein or otherwise defaults in the performance of any of its obligations hereunder and the default continues for ten (10) calendar days, or if Respondent becomes insolvent, a trustee or receiver of Respondents business or assets is appointed, Respondent makes an assignment for the benefit of creditors, or a petition in bankruptcy is filed by or against Respondent, then in any such event, the County, at its sole and ultimate discretion, may cancel this Contract in whole or in part and any other agreement, order, confirmation, or terms of sale between the parties, by written notice to Respondent. The County shall have no liability or obligation whatsoever to Respondent by reason of or resulting from such cancellation. In addition to any other remedies available, the County may purchase similar product(s) or service(s) elsewhere in such manner as the County may deem appropriate. Respondent is liable to the County for any excess costs in procuring and purchasing the similar product(s) and/or service(s), plus any and all incidental and or consequential damages.

**Article 8  
Performance**

**8.1 Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

- 8.2 **Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the County may have.
- 8.3 **Inspection and Acceptance:** Final acceptance is dependent upon completion of all applicable inspection procedures. Should the products or services fail to meet any inspection requirements the County may exercise all of its rights, including those provided in the Uniform Commercial Code. In the case of services, the County reserves the right to inspect services provided under this contract at all reasonable times and places. "Services" as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to the contract requirements, the County may require the Contractor to perform the services again in conformity with the contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the County may (1) require the Contractor to take necessary action to ensure that the future performance conforms to the contract requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the County in the termination provisions of the contract, or other remedies available at law.
- 8.4 **Quality:** The County will be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and of the manufacturer's current model, unless otherwise specified.

**EXHIBIT B: RESPONDENT'S WARRANTY**

The undersigned person warrants that:

1. He/She is an officer of the organization.
2. He/She is authorized to offer a proposal in full compliance with all requirements and conditions as set forth in the RFP.
3. He/She has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed and the requirements and conditions under which the work is to be performed.
4. He/She understands that a complete background investigation, including investigation by the CBI (Colorado Bureau of Investigation) may be conducted on all contracted and sub-contracted staff proposed to work on this project.

Respondent:

By: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINT NAME & TITLE)

\_\_\_\_\_  
(NAME OF COMPANY)

\_\_\_\_\_  
(CITY STATE, ZIP)

\_\_\_\_\_  
(TELEPHONE)

\_\_\_\_\_  
(EMAIL)

**NOTICE OF ADDENDUM**

**Archuleta County**

**Inmate Medical Services**

**RFP: 4230-15-001**

**Date: November 1, 2015**

**TO: Archuleta County Sheriff's Office**

**P.O. Box 638**

**Pagosa Springs, CO 81147**

On November 1, 2015, we have considered your proposal for change regarding the original document listed above. In consideration of the relocation of the jail and the installation of holding cells, we propose the following amendments:

1. The base rate will be \$ 3,000.00 a month.
2. Call back services for physician or nurse practitioner will be as follows:
  - a. Physician - \$150.00 per hour/one hour minimum
  - b. Nurse Practitioner \$ 75.00 per hour/one hour minimum
  - c. R.N. \$40.00 per hour/one hour minimum
3. The NP will provide services one day a week , for approximately 1 hour, for dispensing of medication. The NP will call in on M/W/F to follow up on inmate medical needs. The Physician will remain on standby on an "as needed" basis. The medical processing of new inmates will be done by the R.N. at the rate listed above. This will be done with a stay of longer than 72 hours in the facility.

4. Page 3, Number 1, Regular Hour Medical Services will no longer apply.
5. Page 4, Number 4 Distribution of Required Medications will not have a RN available for distribution of medication.
6. Page 6, Number 8 After Hours – Medical Care will change in that all medical care will be considered “on call” basis.

We feel these are the changes necessary to the basic contract issued on February 2015. We also appreciate the fact that you really don't have fluid situation in place at the Sheriff's office for this contract. We would like to make sure you understand we are willing to make this contract a month to month contract for the first six months. At the end of six months, or July 1, 2016, we will reevaluate the situation and the terms of the contract. If you have further questions, or feel we need to add further information, please feel free to contact Daniel Keuning at (970) 903-7589. You may also fax any information or request for information to (970) 264-6094. Thank you for your time and attention in the matter. We look forward to hearing from you soon.

Respectfully submitted,

James C. Pruitt, M.D.,

Pagosa Springs Family Medicine Center, P.C.



High Country Title, Inc.  
Post Office Box 2400  
486 Lewis Street  
Pagosa Springs, CO 81147  
(970) 264-2128 Office  
(970) 264-2130 Fax

**OWNERSHIP & ENCUMBRANCE REPORT**  
**O&E- 15-3542**

December 31, 2015

Couture

RE: O&E Report 15-3542

\*\*\*\*\*

**PROPERTY DESCRIPTION(S):**

Lots 30 and 31, Block 12, Lake Pagosa Park, according to the plat thereof filed March 13, 1970, as Reception Nos. 72998 thru 73013, in the office of the Clerk and Recorder, Archuleta County, Colorado

**TAX SCHEDULE NO(S):**

5699-183-07-029 (As to Lot 30)  
5699-083-07-068 (As to Lot 31)

**VESTED OWNER(S):**

Troy M. Couture and Kelly Rice-Couture by Warranty Deed as to Joint Tenancy recorded October 29, 2014 at Reception No. 21406478, in the office of the Clerk and Recorder, Archuleta County, Colorado.  
(As to Lot 31)

Troy M. Couture and Kelly Denise Rice-Couture by Quit Claim Deed as to Joint Tenancy recorded December 23, 2015 at Reception No. 21509474, in the office of the Clerk and Recorder, Archuleta County, Colorado.  
(As to Lot 30)

**LIEN(S) AND ENCUMBRANCE(S) OF RECORD AS OF December 24, 2015 AT 8:00 A.M.:**

NONE

  
Authorized Signature

THE INFORMATION SET FORTH IN THIS REPORT IS BASED ON A CAREFUL SEARCH AND EXAMINATION OF THE RECORDS OF THE ARCHULETA COUNTY CLERK AND RECORDER'S OFFICE. HOWEVER, THIS REPORT IS NOT TO BE CONSTRUED AS AN ABSTRACT OF TITLE, NOR AN OPINION OF TITLE, NOR A GUARANTY OF TITLE, AND THE LIABILITY HEREIN SHALL NOT EXCEED THE AMOUNT PAID FOR THIS REPORT

**RESOLUTION NO. 2016-\_\_\_\_**

**A RESOLUTION APPROVING THE CONSOLIDATION OF CERTAIN  
LOTS IN ARCHULETA COUNTY, COLORADO**

**WHEREAS**, the Board of County Commissioners of Archuleta County, Colorado, has heretofore adopted regulations relating to the consolidation of lots in Archuleta County, Colorado, (Resolution No. 2006-25); and

**WHEREAS**, the Board has received an application from Troy M. Couture and Kelly Denise Rice-Couture, to consolidate certain lots in Archuleta County pursuant to the regulations heretofore adopted by the Board; and

**WHEREAS**, the Board has found that Troy M. Couture and Kelly Denise Rice-Couture, has met all the requirements contained in said regulations for Lot Consolidations and the Board may consolidate the hereafter mentioned lots.

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Archuleta County as follows: The Chair does hereby sign on authority granted by the Board of County Commissioners and approves the consolidation of Lots 30 and 31, Lake Pagosa Park Block 12, according to the plat thereof filed for record March 13, 1970, as Reception No. 73014 through 73027, Archuleta County, Colorado, to become Lot 31X with the condition that if, at a future date, there is a request to split or re-subdivide the consolidated lots, the applicant must comply with the applicable Land Use Regulations in effect at the time the application is made.

APPROVED AND ADOPTED DURING A MEETING DULY AND REGULARLY CALLED, NOTICED, CONVENEED AND HELD IN PAGOSA SPRINGS, ARCHULETA COUNTY, COLORADO, this 19<sup>th</sup> day of JANUARY, 2016.

The Board of County Commissioners  
Archuleta County, Colorado

ATTEST:

\_\_\_\_\_  
June Madrid,  
Archuleta County Clerk and Recorder

\_\_\_\_\_  
Chairman Michael Whiting

Return copy to Planning Dept.

OFFICE OF COUNTY COMMISSIONERS  
P.O. Box 1507  
Pagosa Springs, CO 81147

(970) 264-8300  
FAX (970) 264-8306



January 14, 2016

Board of County Commissioners  
Hinsdale County Colorado  
P.O. Box 277  
Lake City, CO 81235

RE: Rio Grande Cutthroat Coalition

Dear Commissioners,

We are in receipt of your request for additional funding to support the efforts of the Rio Grande Cutthroat Coalition. Archuleta County is supportive of this effort. In addition, we recognize the benefits of developing a unified voice for issues of mutual concern.

At this time however, we are not prepared to dedicate additional funding in support of this effort.

Sincerely,

Michael Whiting, Chairman  
Archuleta County Board of County Commissioners

## WORK AND FINANCIAL PLAN

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**COOPERATOR:** ARCHULETA COUNTY  
**TAX IDENTIFICATION NO.:** 84-6000743  
**COOPERATIVE AGREEMENT NO.:** 16-7308-5576-RA  
**ACCOUNT NO.:** AP.RA.RX08.73.0002  
**LOCATION:** Archuleta County, Colorado  
**DATES:** January 1, 2016 – December 31, 2016

---

Pursuant to Cooperative Service Agreement No. 15-7308-5576-RA between the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services and Archuleta County, Colorado; this Work Plan defines the objectives, plan of action, and budget for the Wildlife Services program to be conducted during calendar year 2016.

### **OBJECTIVES/GOALS:**

To conduct cooperatively funded wildlife damage management program for the citizens of Archuleta County, Colorado.

### **PLAN OF ACTION:**

APHIS-WS will provide direct control or technical assistance at times and places throughout Archuleta County where it is determined there is a need to resolve problems caused by wildlife. Work will primarily involve control of livestock predation, along with other wildlife issues. Lethal control efforts will be directed towards specific offending individuals or local populations. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

#### Damage Control Strategies:

- 1) **Technical Assistance:** Wildlife Services personnel may provide verbal or written advice, recommendations, information, demonstrations or training to others to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.
- 2) **Direct Control:** Direct control is usually provided when the resource/property owner's efforts have proven ineffective and technical assistance alone is inadequate. Direct control methods/techniques include: traps, ground shooting, aerial shooting, snaring, M-44s, denning, and dogs. (Due to the passage of Amendment 14 in November of 1996 and subsequent implementing legislation in 1997, the use of leghold and body gripping traps, neck and foot snares, and toxicants has been severely restricted. The use of these methods is no longer legal on public lands and limited to one 30-day period per calendar year, per parcel, on private land. Prior to any use of these methods by APHIS-WS personnel, cooperating property/resource owners must have received an authorization to use these methods from the Colorado Division of Wildlife.)

### **STIPULATIONS AND RESTRICTIONS:**

- a. All operations shall have the joint concurrence of APHIS-WS and Archuleta County and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
- b. Control on Private Lands: An agreement for Control of Animal Damage on Private Property (ADC Form 12A) will be executed between APHIS-WS and the landowner, lessee, or administrator before any APHIS-WS work is conducted.
- c. Control of Public Lands: An Agreement for Control of Animal Damage on Non-Private Property (ADC Form 12C) or an appropriate NEPA document will be executed between APHIS-WS and the public land administrator(s)/manager(s) before any APHIS-WS work is conducted.

### **COST ESTIMATE FOR SERVICES:**

Equipment, field personnel and supervision will be provided by APHIS-WS (aerial hunting operations are funded separately through an Aerial Hunting Agreement). One full-time, 12-month, Wildlife Services Specialist will be employed by APHIS-WS.

Funding for this position is shared between La Plata County, Archuleta County, the Southern Ute Indian Tribe, and agricultural entities within those counties. He will be assigned the primary responsibility for conducting the Wildlife Services work in these locations.

Estimated total cost for services of one full-time, 12-month Wildlife Specialist is \$75,920. Total Archuleta County funding for this work plan is \$13,532.71 (52.7%), APHIS-WS will bill the Cooperator quarterly for actual costs incurred in performing the work delineated in this Work and Financial plan and not to exceed \$13,532.71. Total Wildlife Services funding for this work plan is \$12,140.90 (47.3%), for a total of \$25,673.61. Such costs include, but are not limited to, salary/benefits, vehicle use, travel costs, and supplies/equipment. An estimated itemization of expenses is listed below; however, funds may be distributed between itemized categories at the discretion of APHIS-WS if required.

COOPERATOR ESTIMATED COSTS OF SERVICES		WILDLIFE SERVICES ESTIMATED COSTS	
Salaries and Benefits	\$7,875.90	Salaries and Benefits	\$8,241.84
Travel	\$1,809.33	Travel and Vehicle	\$2,362.33
Equipment	\$957.88	Supplies and Equipment	\$1,536.73
Subtotal	\$10,643.11	<b>Total</b>	<b>\$12,140.90</b>
Overhead (16.15%)	\$1,718.86		
Pooled Job Costs ( 11.00% )	\$1,170.74		
Includes Vehicle, Supplies, Horse and			
Dog hire			
<b>TOTAL</b>	<b>\$13,532.71</b>		

**NOTE:** In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

**AUTHORIZATION:**  
 ARCHULETA BOARD OF COUNTY COMMISSIONERS  
 Pagosa Springs, Colorado

\_\_\_\_\_  
 Chairman, Board of County Commissioners

\_\_\_\_\_  
 Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
 ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
 WILDLIFE SERVICES

\_\_\_\_\_  
 State Director, Colorado

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Director, Western Region

\_\_\_\_\_  
 Date

# **INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**ARCHULETA COUNTY CLERK & RECORDER**



**AND**

**TOWN OF PAGOSA SPRINGS**

**Regarding the Conduct and Administration of the**

**April 5, 2016**

**MUNICIPAL MAIL BALLOT ELECTION**

THIS AGREEMENT is made by and between the Archuleta County Clerk and Recorder (hereinafter referred to as the "County Clerk") and the Town of Pagosa Springs (hereinafter referred to as the "Municipality") collectively as the "Parties"; and

**WHEREAS**, the County Clerk and the Municipality are authorized to conduct Elections as provided by law; and

**WHEREAS**, the Intergovernmental Agreement allows for Amendments in writing, and following the same formality as the execution of the initial Agreement; and

**WHEREAS**, the Municipality has determined that it is in the best interest of the Municipality to conduct its Election, to be held on April 5, 2016, as a Mail Ballot Election, as such term is defined in the Code; and

**WHEREAS**, the County Clerk has access to the Statewide Voter Registration System's (SCORE) Petitions Module, and the Municipality does not.

**NOW, THEREFORE**, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The County Clerk will verify all candidate petitions and certify the sufficiency or insufficiency within 24 hours of receipt from the Municipal Clerk; and
2. The County Clerk will provide certified lists of registered voters.
3. The Municipal Clerk will perform all other necessary tasks and activities for the Municipality's Election.
4. **FURTHER**, the Parties agree as follows:

#### **SECTION I. COUNTY CLERK/MUNICIPALITY RESPONSIBILITIES**

The County Clerk and Municipality shall each perform their respective duties and/or functions within the context of this Agreement.

##### **1.01 THE COUNTY SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION**

- A. Give assistance and information to the Municipal Clerk on any matter related to the verification of petitions and certified voter lists (such information shall not include legal advice).
- B. Designate a "Contact Officer" (such oversight shall not preclude such Contact Officer from assisting with the elections of other Districts or from performance of other tasks as delegated by the County Clerk).
- C. The Contact Officer shall provide to the Municipal Clerk such advice regarding the verification of petitions, certified voter lists (not including legal advice) and oversight as may help in the conduct of the Municipality's election.

- D. Adhere to all applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties.
- E. Make available certified lists of registered voters within 24 hours of the request from the Municipality.
- F. Submit to the Municipality an itemized invoice for all expenses incurred under this Agreement. Within thirty (30) days from the date of receipt of such invoice, the Municipality shall remit to the County the total payment.

**1.02 THE MUNICIPALITY SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION**

- A. Submit the signed IGA to the County Clerk on or before 4:00 P.M. Friday, January 15, 2016 in order to enter into this Intergovernmental Agreement.
- B. Submit the original or amended candidate petition to the County Clerk within 24 hours of receipt of the petition.
- C. The Municipality will perform all other necessary tasks and activities for the Municipality's Election.
- D. Remit payment for all expenses invoiced within 30 days of the receipt of such invoice.

**SECTION II  
MISCELLANEOUS**

**2.01 TERM OF AGREEMENT**

- A. The term of this Agreement shall continue until all tasks described in Section I are completed by both parties.

**2.02 AMENDMENT**

- A. This Agreement may be amended only in writing and following the same formality as the execution of the initial Agreement.

**2.03 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT**

A. In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the County Clerk or the Municipality hereunder without the consent of the other party to this Agreement.

**2.04 TIME OF ESSENCE**

A. Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this agreement and/or the deadlines as published in the Code may result in consequences up to and including termination of this agreement.

**2.05 GOOD FAITH**

A. The parties shall implement this Agreement in good faith including acting in good faith in all matters that require joint or general action.

**2.06 ATTACHMENTS**

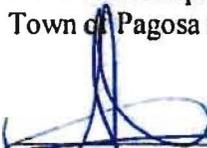
- A. The following attachments are incorporated herein by this reference.
  - a. Contact Information List
  - b. 2016 Municipal Election Support Procedure

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the latest date noted below.

The Board of County Commissioners  
Archuleta County

Authorized Representative  
Town of Pagosa Springs

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

April Hesseman, Town Clerk  
\_\_\_\_\_  
Printed Name & Title

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

Date: 1/12/16

Archuleta County Clerk & Recorder

\_\_\_\_\_  
June Madrid

\_\_\_\_\_  
Date



## 2016 MUNICIPAL ELECTION CONTACT INFORMATION LIST

County Clerk: June Madrid, County Clerk & Recorder  
449 San Juan St, PO Box 2589  
Pagosa Springs, CO 81147  
[jmadrid@archuletacounty.org](mailto:jmadrid@archuletacounty.org)  
970-264-8331 phone, 970-264-8562 fax

Election Contact Officer: Dena Abeyta  
449 San Juan St, PO Box 2589  
Pagosa springs, CO 81147  
[dabeyta@archuletacounty.org](mailto:dabeyta@archuletacounty.org)  
970-264-8331 phone, 970-264-8562 fax

Municipality Contact Officer: April Hessman, Town Clerk  
551 Hot Springs Blvd., PO Box 1859  
Pagosa Springs, CO 81147  
[ahessman@pagosasprings.co.gov](mailto:ahessman@pagosasprings.co.gov)  
970-264-4151 ext 237 phone  
970-264-4634 fax



## ARCHULETA COUNTY CLERK & RECORDER 2016 Municipal Election Support Procedure

Within 24 hours of receipt of a candidate petition the Municipal Clerk shall provide the original or amended petition to the County Clerk's Election Office.

Within 24 hours of the receipt of the original or amended candidate petition from the Municipal Clerk the County Clerk's Election Office will certify the sufficiency or insufficiency of the petition.

The Municipality will create one ballot style for three (3) at large council positions and a town wide question.

The County Clerk's Election Office will provide the Municipal Clerk with a certified list of eligible electors within 24 hours of the request.

The County Clerk's Election Office will no longer use SCORE to set up the Municipal Election, give vote credit, generate ballot styles or generate a poll book.

The Municipality will use the information in the certified lists of voters to print mailing labels for ballots and create a pool book to track accepted ballots.

Office Of The Treasurer  
Archuleta County  
P. O. Box 790  
Pagosa Springs, CO 81147



(970)264-8325  
Fax (970)264-8329

January 19, 2016

Treasurer's Semiannual Report

Adjusted Balances as of December 31, 2015

Cash on Hand	\$	900.00
Operating	\$	6,354,794.09
Non-Interest Bearing	\$	67,164.46
Clerk's Petty Cash	\$	3,674.03
Jail Commissary	\$	5,516.92
Extension Office	\$	7,548.79
Casa Reserve	\$	29,403.05
COLOTRUST Holding	\$	5,503,057.66
CSAFE Fairfield Settlement	\$	497,483.31
Federal Agency Bonds	\$	5,009,603.77
Certificates of Deposit	\$	1,104,095.33

Total Cash \$ 18,583,541.41

At the end of December 2015, total cash was \$18,583,541.41. The increase in the adjusted cash balance is \$2,743,637.13 over last year.

**Goals**

The goals of our cash management policy continue to reflect the priorities of public funds: safety, liquidity, and yield.

**Investments**

Our investment revenue for the last six months was \$41,331.04. Our investments include federal agency bonds, certificates of deposit, interest bearing accounts, and local government investment pools.

**Strategy**

We released a Request for Proposal for banking services in August to make sure we are getting the best banking services and investment opportunities possible. Four local banks presented proposals and met with us in September. We chose to continue using Wells Fargo National Bank for our operating services. However, Wells Fargo agreed to provide scanning and cash counting equipment to us at no charge, checks and deposit slips at no charge, and reduced its fees for our analyzed account. This reduction resulted in our being able to move five million dollars into our COLOTRUST account to earn interest. In March, we anticipate moving additional money into a demand deposit account with a local bank.

**RESOLUTION 2016-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF ARCHULETA COUNTY, COLORADO APPROVING AND  
DESIGNATING INSTITUTIONS THE COUNTY TREASURER MAY  
INVEST COUNTY FUNDS.**

**WHEREAS**, C.R.S. §30-10-707 provides that the County Treasurer is to receive all moneys belonging to the County, from whatsoever source they may be derived, and all other moneys which are by law directed to be paid to the Treasurer. All money received by the Treasurer for the use of the County shall be paid out by the Treasurer only on the orders of the Board of County Commissioners, according to law, except where special provision for the payment thereof is otherwise made by law.

**WHEREAS**, C.R.S. §30-10-708 provides that the County Treasurer shall deposit all the funds and moneys that come into the Treasurer's possession by virtue of the Treasurer's office in one or more state banks, national banks having their principal offices in this state or, in compliance with Article 47 of Title 11, C.R.S., savings and loan associations having their principal offices in this state, and may invest all or part of the funds and moneys in securities through investment firms meeting the investment requirements established in part 6 of article 75 of title 24, C.R.S. which have theretofore been approved and designated by written resolution of the Board of County Commissioners;

**WHEREAS**, the Archuleta County Treasurer has represented to the Board of County Commissioners that she has investigated Peaks Public Investment Advisors and Southwest Securities and that each of the three entities satisfies the requirements of C.R.S. §30-10-708, C.R.S. §11-47-101 et. Seq. and the investment requirements established in part 6 of article 75 of title 24, C.R.S.;

**NOW, THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF  
ARCHULETA COUNTY, COLORADO;**

1. That the following banks and savings and loan associations are hereby approved and designated by the Board of County Commissioners as institutions in which the County Treasurer may deposit County funds:

Bank of Colorado  
Bank of the San Juans, Division of Glacier Bank  
Citizens Bank of Pagosa Springs  
First Southwest Bank  
Rio Grande Savings & Loan  
Wells Fargo Bank, NA

2. That the following investment firms are hereby approved and designated by the Board of County Commissioners as institutions in which the County Treasurer may deposit County funds:

Peaks  
Southwest Securities

3. That the County Treasurer is authorized to participate in the Colorado Local Government Liquid Asset Trust (COLOTRUST) and Colorado Surplus Asset Fund Trust (CSAFE), statutory trusts formed under the laws of the State of Colorado in accordance with the provisions of Parts 6 and 7, Article 24 and Articles 10.5 and 47 of title 11 of the Colorado Revised Statutes regarding the investing, pooling for investment, and protection of public funds.
4. All previous designations and investment firms at which deposits or instruments shall be held by the County Treasurer are hereby superseded by the designation contained in this resolution.
5. This resolution shall become effective immediately upon adoption and shall continue in effect until amended or rescinded by the Board of County Commissioners.

**DONE THIS 19<sup>th</sup> DAY OF JANUARY 2016.**

---

Michael Whiting, Chair

**ATTEST:**

---

County Clerk June Madrid



**Los Pinos Fire Protection District**  
**Post Office Box 319**  
**Ignacio, Colorado 81137-0319**  
**(970) 563-9501**

December 17<sup>th</sup>, 2015

Archuleta County  
Board of County Commissioners  
P.O. Box 2589  
Pagosa Springs, CO 81147

Dear Board of County Commissioners:

Please find attached the ambulance license application renewal for the Los Pinos Fire Protection District (LPFPD). The fire district is providing an EMT Paramedic and Intermediate level transport service to our jurisdiction.

Colorado Revised Statutes 25-3.5-301(1) states that licenses, permits, and renewals thereof, issued under this part 3, shall require the payment of fees in amounts to be determined by the board to reflect the direct and indirect costs incurred by the department in implementing such licensure, but the board may waive payment of such fees for ambulance services operated by municipalities or special districts.

As a Colorado Special District, we are requesting a waiver of the ambulance license fee.

I thank you for your time and consideration. If we can be of any other assistance to you on this matter, please feel free to contact Chief Larry Behrens at (970) 563-9501.

Yours truly,

T. W. Aurnhammer,  
EFO, CFO, MIFireE, IAAI-CFI®  
Deputy Fire Chief  
Los Pinos Fire Protection District

**Archuleta County**  
**P.O. Box 2589**  
**Pagosa Springs, CO 81147**

AMBULANCE LICENSE APPLICATION

**Date of Application:** December 17<sup>th</sup>, 2015

**Name & Address of Applicant:** Los Pinos Fire Protection District  
 275 Browning Avenue  
 P.O. Box 319  
 Ignacio, Co 81137-0319

**Name & Address of Operator:** Los Pinos Fire Protection District  
 275 Browning Avenue  
 P.O. Box 319  
 Ignacio, CO 81137

**Number of Colorado Certified Emergency Medical Personnel:**

EMT-Basic: 13  
 EMT-Intermediate: 07  
 EMT-Paramedic: 07

- A listing of the legal name, state certification number, certification expiration dates, and driver's license numbers.

Name	Certification #	Expiration	Drivers License #
Armstrong, Brandon	(B) Q151007	07/21/18	
Aurnhammer, Thomas	(B) 28520	09/18/18	
Baker, Casey	(B) 047913	01/14/18	
Behrens, Larry	(B) 021339	04/09/16	
Cathcart, JT	(I) 042462	07/31/17	
Deavers, Kody	(B) 056441	08/06/18	
Egger, Brad	(I) 21341	07/18/16	
Fischer, Craig	(I) 27873	03/06/18	
Fleming, Julian	(P) 006597	07/22/18	
Griego, Kevin	(I) 7745	06/25/17	
Hancock, Anthony	(B) 058862	02/24/17	
Harding, Cate	(I) 32404	04/06/16	

Name	Certification #	Expiration	Drivers License #
Harris, Tyrun	(B) 060274	05/27/17	
Howard, Max	(P) 43458	01/28/16	
Lorenzen, Joshua	(P) 021503	06/26/16	
Marquez, Dominik	(B) Q151661	12/02/18	
Niesen, Norm	(P) 23408	10/08/16	
Owens, James	(B) 21374	05/22/18	
Sack, Jacob	(B) 027890	03/17/18	
Shoopman, Justin	(P) 049105	06/11/17	
Sowash, Matt	(I) 031044	07/20/16	
St. Germain, Seth	(B)48393	03/18/18	
Stephens, Tony	(I) 29462	06/15/16	
Talley, Charles	(B) 28396	04/28/18	
Valdez, Mike	(P) 29338	09/02/18	
Wood, Gregory	(P) 055917	12/29/17	
Ziminsky, Eric	(B) 061421	11/04/17	

**Submitted:**

Colorado Revised Statutes 25-3.5-301(1) states that licenses, permits, and renewals thereof, issued under this part 3, shall require the payment of fees in amounts to be determined by the board to reflect the direct and indirect costs incurred by the department in implementing such licensure, but the board may waive payment of such fees for ambulance services operated by municipalities or special districts.

As a Colorado Special District, we are requesting a waiver of the ambulance license fee.



**Description of Ambulance:**

**Year:** 2015

**Make:** Dodge

**Model:** D4500

**Vehicle Identification Number:** 3C7WRLBL1FG578043

**Fleet Number:** Medic 81

**Normally Assigned Location:** Station #1 - Ignacio

**Does Vehicle Have Current Insurance?** Yes – Certificate Attached

**Operable Mobile Radio Frequencies in the Vehicle:**

CHANNEL	NAME	RX	TX	PL/ BAND
1	LFPD 1	154.055	155.955	131.8 W
2	LFPD 2	154.055	154.055	W
3	ALLISION	154.325	150.775	88.5 W
4	UPR FIRE	154.415	153.950	D-662 W
5	DFRA 1	154.445	153.770	131.8 W
6	FLM FIRE	154.175	154.370	131.8/77.0 W
7	PAG FIRE	154.025	156.000	156.7 W
8	FERN	154.280	154.280	W
9	SJC FIRE 90	158.820	153.800	103.5/103.5 W
10	SJC FIRE 73	151.025	159.060	179.9/179.9 W
11	SO UTE PD	155.520	154.710	179.9 W
12	LPC SO	155.595	159.120	186.2 W
13	ARCH SO	154.725	155.445	156.7 W
14	SJC SO 1	155.250	156.090	141.3/141.3 W
15	SJC SO 7	155.085	153.860	82.5/82.5 W
16	SUA SPRING	172.7500	171.6250	100.0/151.4 N
17	SUA SDVL	172.7500	171.6250	100.0/118.8 N
18	SUA BRIDGE	172.7500	171.6250	100.0/110.9 N
19	FS GRASSY	169.9250	164.9375	146.2 N
20	FS DEVIL	169.9250	164.9375	103.5 N
21	FS OAK	169.9250	164.9375	127.3 N
22	DRC TAC 1	168.1750	168.1750	N
23	DRC TAC 2	169.2750	169.2750	N
24	DRC TAC 3	168.7750	168.7750	N
25	DRC A-G1	172.2750	172.2750	N
26	DRC A-G2	171.5250	171.5250	N
27	LPC OEM	155.400	158.865	127.3 W
28	LPC R & B	156.240	159.180	D-026 W
29	AIRPORT	155.745	155.745	W
30	BLM SMITH	168.5750	168.8750	136.5 N
31	BLM SOA	168.2250	168.2250	192.8 N
32	NM A-GA	171.4250	171.4250	N

**AMBULANCE PERMIT**

THE VEHICLE DESCRIBED HEREIN OPERATED BY

Los Pinos Fire District

---

HAS BEEN INSPECTED AND MEETS THE REQUIREMENTS SET FORTH BY THE  
LA PLATA COUNTY BOARD OF COMMISSIONERS FOR AN

**ADVANCED LIFE SUPPORT VEHICLE**

VIN \_\_\_\_\_ 3C7WRLBL1FG578043 \_\_\_\_\_ (M - 81) \_\_\_\_\_

PERMIT # \_101\_ DATE OF ISSUE \_08-05-15\_

INSPECTOR SIGNATURE \_Paul Gibson\_

m-81

LOSPINO-01

SCAUDILLO

**COLORADO INSURANCE IDENTIFICATION CARD**

COMPANY NUMBER      COMPANY       COMMERCIAL       PERSONAL  
**11150**                      **Arch Insurance Company**

POLICY NUMBER                      EFFECTIVE DATE      EXPIRATION DATE  
**MEPK07087909**                      **04/09/2015**      **04/09/2016**

YEAR      MAKE/MODEL                      VEHICLE IDENTIFICATION NUMBER  
**2015**      **Dodge D4500**                      **3C7WRLBL1FG578043**

AGENCY/COMPANY ISSUING CARD  
**T. Charles Wilson Insurance Service**  
**384 Inverness Parkway Suite 170**  
**Englewood, CO 80112**

INSURED

**Los Pinos Fire Protection District**  
**P. O. Box 319**  
**Ignacio, CO 81137**

**BI and PD Coverage Provided**  
SEE IMPORTANT NOTICE ON REVERSE SIDE

**THIS CARD MUST BE KEPT IN THE INSURED  
VEHICLE AND PRESENTED UPON DEMAND**

**IN CASE OF ACCIDENT:** Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

**Description of Ambulance:**

**Year:** 2006

**Make:** Ford

**Model:** F-550

**Vehicle Identification Number:** 1FDXF47PX6EC23873

**Fleet Number:** Medic 82

**Normally Assigned Location:** Station #2 - Oxford

**Does Vehicle Have Current Insurance?** Yes – Certificate Attached

**Operable Mobile Radio Frequencies in the Vehicle:**

CHANNEL	NAME	RX	TX	PL/ BAND
1	LFPD 1	154.055	155.955	131.8 W
2	LFPD 2	154.055	154.055	W
3	ALLISION	154.325	150.775	88.5 W
4	UPR FIRE	154.415	153.950	D-662 W
5	DFRA 1	154.445	153.770	131.8 W
6	FLM FIRE	154.175	154.370	131.8/77.0 W
7	PAG FIRE	154.025	156.000	156.7 W
8	FERN	154.280	154.280	W
9	SJC FIRE 90	158.820	153.800	103.5/103.5 W
10	SJC FIRE 73	151.025	159.060	179.9/179.9 W
11	SO UTE PD	155.520	154.710	179.9 W
12	LPC SO	155.595	159.120	186.2 W
13	ARCH SO	154.725	155.445	156.7 W
14	SJC SO 1	155.250	156.090	141.3/141.3 W
15	SJC SO 7	155.085	153.860	82.5/82.5 W
16	SUA SPRING	172.7500	171.6250	100.0/151.4 N
17	SUA SDVL	172.7500	171.6250	100.0/118.8 N
18	SUA BRIDGE	172.7500	171.6250	100.0/110.9 N
19	FS GRASSY	169.9250	164.9375	146.2 N
20	FS DEVIL	169.9250	164.9375	103.5 N
21	FS OAK	169.9250	164.9375	127.3 N
22	DRC TAC 1	168.1750	168.1750	N
23	DRC TAC 2	169.2750	169.2750	N
24	DRC TAC 3	168.7750	168.7750	N
25	DRC A-G1	172.2750	172.2750	N
26	DRC A-G2	171.5250	171.5250	N
27	LPC OEM	155.400	158.865	127.3 W
28	LPC R & B	156.240	159.180	D-026 W
29	AIRPORT	155.745	155.745	W
30	BLM SMITH	168.5750	168.8750	136.5 N
31	BLM SOA	168.2250	168.2250	192.8 N
32	NM A-GA	171.4250	171.4250	N

**AMBULANCE PERMIT**

THE VEHICLE DESCRIBED HEREIN OPERATED BY

Los Pinos Fire District

---

HAS BEEN INSPECTED AND MEETS THE REQUIREMENTS SET FORTH BY THE  
LA PLATA COUNTY BOARD OF COMMISSIONERS FOR AN

**ADVANCED LIFE SUPPORT VEHICLE**

VIN \_\_\_\_\_1FDXF47PX6EL23873\_\_\_\_\_ (M - 81)\_\_\_\_\_

PERMIT # 101 DATE OF ISSUE 12-05-14

INSPECTOR SIGNATURE Paul Gibson

RE-ASSIGNED AS MEDIC 82

M.R.

LOSPINO-01

KIMT01

**COLORADO INSURANCE IDENTIFICATION CARD**

COMPANY NUMBER      COMPANY       COMMERCIAL       PERSONAL  
**11150**      **Arch Insurance Company**

POLICY NUMBER      EFFECTIVE DATE      EXPIRATION DATE  
**MEPK07087909**      **04/09/2015**      **04/09/2016**

YEAR      MAKE/MODEL      VEHICLE IDENTIFICATION NUMBER  
**2006**      **Taylor Made Ambulance**      **1FDXF47PX6EC23873**

AGENCY/COMPANY ISSUING CARD  
**T. Charles Wilson Insurance Service**  
**384 Inverness Parkway Suite 170**  
**Englewood, CO 80112**

INSURED

**Los Pinos Fire Protection District**  
**P. O. Box 318**  
**Ignacio, CO 81137**

**BI and PD Coverage Provided**  
SEE IMPORTANT NOTICE ON REVERSE SIDE

**THIS CARD MUST BE KEPT IN THE INSURED  
VEHICLE AND PRESENTED UPON DEMAND**

**IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:**

- 1. Name and address of each driver, passenger and witness.**
- 2. Name of Insurance Company and policy number for each vehicle involved.**

**Description of Ambulance:**

**Year:** 2015

**Make:** Dodge

**Model:** D4500

**Vehicle Identification Number:** 3C7WRLBL4FG592440

**Fleet Number:** Medic 86

**Normally Assigned Location:** Station #1 - Ignacio

**Does Vehicle Have Current Insurance?** Yes – Certificate Attached

**Operable Mobile Radio Frequencies in the Vehicle:**

CHANNEL	NAME	RX	TX	PL/ BAND
1	LFPD 1	154.055	155.955	131.8 W
2	LFPD 2	154.055	154.055	W
3	ALLISION	154.325	150.775	88.5 W
4	UPR FIRE	154.415	153.950	D-662 W
5	DFRA 1	154.445	153.770	131.8 W
6	FLM FIRE	154.175	154.370	131.8/77.0 W
7	PAG FIRE	154.025	156.000	156.7 W
8	FERN	154.280	154.280	W
9	SJC FIRE 90	158.820	153.800	103.5/103.5 W
10	SJC FIRE 73	151.025	159.060	179.9/179.9 W
11	SO UTE PD	155.520	154.710	179.9 W
12	LPC SO	155.595	159.120	186.2 W
13	ARCH SO	154.725	155.445	156.7 W
14	SJC SO 1	155.250	156.090	141.3/141.3 W
15	SJC SO 7	155.085	153.860	82.5/82.5 W
16	SUA SPRING	172.7500	171.6250	100.0/151.4 N
17	SUA SDVL	172.7500	171.6250	100.0/118.8 N
18	SUA BRIDGE	172.7500	171.6250	100.0/110.9 N
19	FS GRASSY	169.9250	164.9375	146.2 N
20	FS DEVIL	169.9250	164.9375	103.5 N
21	FS OAK	169.9250	164.9375	127.3 N
22	DRC TAC 1	168.1750	168.1750	N
23	DRC TAC 2	169.2750	169.2750	N
24	DRC TAC 3	168.7750	168.7750	N
25	DRC A-G1	172.2750	172.2750	N
26	DRC A-G2	171.5250	171.5250	N
27	LPC OEM	155.400	158.865	127.3 W
28	LPC R & B	156.240	159.180	D-026 W
29	AIRPORT	155.745	155.745	W
30	BLM SMITH	168.5750	168.8750	136.5 N
31	BLM SOA	168.2250	168.2250	192.8 N
32	NM A-GA	171.4250	171.4250	N

**AMBULANCE PERMIT**

THE VEHICLE DESCRIBED HEREIN OPERATED BY

Los Pinos Fire District

---

HAS BEEN INSPECTED AND MEETS THE REQUIREMENTS SET FORTH BY THE  
LA PLATA COUNTY BOARD OF COMMISSIONERS FOR AN

**ADVANCED LIFE SUPPORT VEHICLE**

VIN 3C7WRLB4FG592440 (M - 86) \_\_\_\_\_

PERMIT # 103 DATE OF ISSUE 08-05-15 \_\_\_\_\_

INSPECTOR SIGNATURE Paul Gibson \_\_\_\_\_

M-86

LOSPINO-01

SCAUDILLO

**COLORADO INSURANCE IDENTIFICATION CARD**

COMPANY NUMBER      COMPANY       COMMERCIAL       PERSONAL  
**11150**                      **Arch Insurance Company**

POLICY NUMBER      EFFECTIVE DATE      EXPIRATION DATE  
**MEPK07087909**                      **04/09/2015**                      **04/09/2016**

YEAR      MAKE/MODEL      VEHICLE IDENTIFICATION NUMBER  
**2015**      **Dodge D4500**                      **3C7WRLBL4FG692440**

AGENCY/COMPANY ISSUING CARD  
**T. Charles Wilson Insurance Service**  
**384 Inverness Parkway Suite 170**  
**Englewood, CO 80112**

INSURED  
┌ **Los Pinos Fire Protection District**  
  **P. O. Box 319**  
  **Ignacio, CO 81137**

**BI and PD Coverage Provided**  
SEE IMPORTANT NOTICE ON REVERSE SIDE

**THIS CARD MUST BE KEPT IN THE INSURED  
VEHICLE AND PRESENTED UPON DEMAND**

**IN CASE OF ACCIDENT:** Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

**Description of Ambulance:**

**Year:** 2008

**Make:** Ford

**Model:** F450

**Vehicle Identification Number:** 1FDXF47R7EE39974

**Fleet Number:** Medic 88

**Normally Assigned Location:** Station #1 - Ignacio

**Does Vehicle Have Current Insurance?** Yes – Certificate Attached

**Operable Mobile Radio Frequencies in the Vehicle:**

CHANNEL	NAME	RX	TX	PL/ BAND
1	LFPD 1	154.055	155.955	131.8 W
2	LFPD 2	154.055	154.055	W
3	ALLISION	154.325	150.775	88.5 W
4	UPR FIRE	154.415	153.950	D-662 W
5	DFRA 1	154.445	153.770	131.8 W
6	FLM FIRE	154.175	154.370	131.8/77.0 W
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10	SJC FIRE 73	151.025	159.060	179.9/179.9 W
11	SO UTE PD	155.520	154.710	179.9 W
12	LPC SO	155.595	159.120	186.2 W
13	ARCH SO	154.725	155.445	156.7 W
14	SJC SO 1	155.250	156.090	141.3/141.3 W
15	SJC SO 7	155.085	153.860	82.5/82.5 W
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17	SUA SDVL	172.7500	171.6250	100.0/118.8 N
18	SUA BRIDGE	172.7500	171.6250	100.0/110.9 N
19	FS GRASSY	169.9250	164.9375	146.2 N
20	FS DEVIL	169.9250	164.9375	103.5 N
21	FS OAK	169.9250	164.9375	127.3 N
22	DRC TAC 1	168.1750	168.1750	N
23	DRC TAC 2	169.2750	169.2750	N
24	DRC TAC 3	168.7750	168.7750	N
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28	LPC R & B	156.240	159.180	D-026 W
29	AIRPORT	155.745	155.745	W
30	BLM SMITH	168.5750	168.8750	136.5 N
31	BLM SOA	168.2250	168.2250	192.8 N
32	NM A-GA	171.4250	171.4250	N

**AMBULANCE PERMIT**

THE VEHICLE DESCRIBED HEREIN OPERATED BY

Los Pinos Fire District

---

HAS BEEN INSPECTED AND MEETS THE REQUIREMENTS SET FORTH BY THE  
LA PLATA COUNTY BOARD OF COMMISSIONERS FOR AN

**ADVANCED LIFE SUPPORT VEHICLE**

VIN 1FDXF47R7EE39974 (M - 88) \_\_\_\_\_

PERMIT # 10A DATE OF ISSUE 12-05-14 \_\_\_\_\_

INSPECTOR SIGNATURE Paul Gibson \_\_\_\_\_

17-88

LOSPINO-01

KIMT01

**COLORADO INSURANCE IDENTIFICATION CARD**

COMPANY NUMBER      COMPANY       COMMERCIAL       PERSONAL  
**11150**      **Arch Insurance Company**

POLICY NUMBER      EFFECTIVE DATE      EXPIRATION DATE  
**MEPK07087909**      **04/09/2015**      **04/09/2016**

YEAR      MAKE/MODEL      VEHICLE IDENTIFICATION NUMBER  
**2008**      **Taylor Made 450 Ambulance**      **1FDXF47R7EE39974**

AGENCY/COMPANY ISSUING CARD  
**T. Charles Wilson Insurance Service**  
**384 Inverness Parkway Suite 170**  
**Englewood, CO 80112**

INSURED  
┌ **Los Pinos Fire Protection District**  
  **P. O. Box 319**  
  **Ignacio, CO 81137**  
└

**BI and PD Coverage Provided**  
SEE IMPORTANT NOTICE ON REVERSE SIDE

**THIS CARD MUST BE KEPT IN THE INSURED  
VEHICLE AND PRESENTED UPON DEMAND**

**IN CASE OF ACCIDENT:** Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

**AGREEMENT  
FOR  
COOPERATIVE WILDFIRE PROTECTION**

This Agreement is made by and between Archuleta County, Colorado acting through its Board of County Commissioners and Rich Valdez, the Sheriff of the County and the State of Colorado acting by and through the Department of Public Safety for the benefit of the Division of Fire Prevention and Control.

**A. AUTHORITIES**

C.R.S. § 24-33.5-707.	Local and Interjurisdictional Disaster Agencies and Services
C.R.S. § 24-33.5-709	Local Disaster Emergencies
C.R.S. § 24-33.5-1201.	Division of Fire Prevention and Control
C.R.S. § 24-33.5-1202.	Definitions
C.R.S. § 24-33.5-1203.	Duties of Division
C.R.S. § 24-33.5-1217.3.	Authority to Permit Controlled Burns During Drought Conditions
C.R.S. § 24-33.5-1217.5.	Minimum Prescribed Burning Standards
C.R.S. § 24-33.5-1218.	Cooperation with Governmental Units
C.R.S. § 24-33.5-1219.	Wildland Fires – Duty of Sheriff to Report
C.R.S. § 24-33.5-1220.	Funds Available – Emergency Fire Fund
C.R.S. § 24-33.5-1221.	State Responsibility Determined
C.R.S. § 24-33.5-1222.	Cooperation by Counties
C.R.S. § 24-33.5-1223.	Sheriffs to Enforce
C.R.S. § 24-33.5-1224.	Limitation of State Responsibility
C.R.S. § 24-33.5-1225.	Emergencies
C.R.S. § 24-33.5-1226.	Wildfire Emergency Response Fund
C.R.S. § 24-33.5-1228.	Colorado Firefighting Air Corps
C.R.S. § 29-1-101, <i>et seq.</i>	Local Government Budget Law
C.R.S. § 29-22.5-101, <i>et seq.</i>	Wildland Fire Planning
C.R.S. § 30-10-512.	Sheriff to Act as Fire Warden
C.R.S. § 30-10-513.	Duties of Sheriff – Coordination of Fire Suppression Efforts for Forest, Prairie, or Wildland fire - expenses
C.R.S. § 30-10-516.	Sheriffs to Preserve Peace – Command Aid
C.R.S. § 30-11-107(1) (o).	Powers of the Board of County Commissioners

**B. RECITALS**

1. In accordance with C.R.S. § 29-22.5-103(3)(a), the DFPC is designated the lead Colorado State Agency for Wildland Fire suppression as identified in the Colorado State emergency operations plan.

2. In accordance with C.R.S. § 24-33.5-1203(1)(h), the DFPC provides technical assistance, upon request, to the County, the Sheriff, and Fire Departments on local fire safety

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matters such as fire prevention, fire protection, fire investigation, and emergency medical services.

3. In accordance with C.R.S. § 24-33.5-1203(1)(k) and (m), the DFPC, upon request, assists the County, the Sheriff, and Fire Departments' efforts to procure, inspect, and maintain Wildland Fire resources and equipment, and the County, the Sheriffs and Fire Departments' efforts to organize, train, and equip personnel to detect, contain, and extinguish Wildland Fires.

4. In accordance with the *Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement for the State of Colorado*, as amended, the DFPC facilitates input of eligible Fire Department, County, Sheriff and State Wildfire resources into the ROSS, from which those resources can be ordered when needed. DFPC also administers and manages the IQS program, which is used to track NWCG qualifications for Fire Department, County, Sheriff, and State personnel and enters such personnel into the ROSS.

5. In accordance with C.R.S. §§ 24-33.5-1203(1)(m), 24-33.5-1231, and other applicable statutes, the DFPC administers certain State and Federal programs related to the County, the Sheriff, and Fire Departments' Wildland Fire duties and responsibilities such as the FEPP Program, DFPC engine program, and other grant programs.

6. In accordance with C.R.S. § 24-33.5-1228, the DFPC manages the Colorado firefighting air corps.

7. In accordance with C.R.S. § 29-22.5-103(1)(a), the chief of the fire department in each fire protection district in the state is responsible for the management of Wildland Fires that occur within the boundaries of his or her district and that are within the capability of the fire district to control or extinguish.

8. In accordance with C.R.S. § 29-22.5-103(2)(a), the Sheriff is the fire warden of the county and is responsible for the planning for, and the coordination of, efforts to suppress County Responsibility Fires. Further, pursuant to C.R.S. § 29-22.5-103(2)(b), the Sheriff is responsible for appointing a Local Incident Management Team to provide the command and control infrastructure required to manage a County Responsibility Fire, and for assuming financial responsibility for the Wildland Firefighting efforts on behalf of the County in compliance with the terms of the Local Government Budget Law of Colorado, C.R.S. § 29-1-101, *et seq.*

9. In accordance with C.R.S. § 29-22.5-104(1), the Sheriff may develop and update as necessary a wildfire preparedness plan for the unincorporated areas of the county in cooperation with any fire district with jurisdiction over such unincorporated areas.

10. In accordance with C.R.S. § 24-33.5-707(10)(a), the Sheriff is responsible for coordination of all search and rescue operations within the Sheriff's jurisdiction.

11. In accordance with C.R.S. § 30-10-516, the Sheriff is responsible for preserving the peace within the county.

12. In accordance with C.R.S. § 30-10-513(2), with the Sheriff's concurrence, the DFPC may assume any of the Sheriff's Wildland Fire duties or responsibilities.

13. In accordance with C.R.S. §§ 29-22.5-103(2)(c) and 30-10-513(1)(d), in the case of a State Responsibility Fire, the Sheriff and the DFPC are required to enter into an agreement concerning the transfer of authority and responsibility for fire suppression and the retention of responsibilities under a Unified Command Structure.

14. In accordance with C.R.S. §§ 24-33.5-707(2) and 24-33.5-709, the County is responsible for declaring a local disaster emergency as well as maintaining a disaster agency or participating in a local or interjurisdictional disaster agency.

### **C. PURPOSE**

The purpose of this Agreement is to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Parties in sustaining and implementing Wildland Fire management activities, such as prevention, preparedness, communication and education, hazard mitigation, fire planning, response strategies, tactics and alternatives, suppression and consideration of post-fire rehabilitation and restoration. It is the Parties' intent that this Agreement addresses both Wildland Fires in Wildland Areas and Wildland Fires in Wildland-Urban Interface areas.

### **D. DEFINITIONS**

"Agency Administrator." Pursuant to the May 2008 *ICS Glossary*,<sup>1</sup> the chief executive officer (or designee) of the agency or jurisdiction that has responsibility for the incident.

"Agency Representative." Pursuant to the May 2008 *ICS Glossary* an individual assigned to an incident from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency's participation at the incident.

"Agreement." This *Agreement for Cooperative Wildfire Protection*.

"Assumption of Fire Control Duty Agreement." A written agreement between the County, the Sheriff, and the DFPC concerning the scope of the transfer of responsibility and control over a Wildland Fire from the County and the Sheriff to the DFPC in the case of a State Responsibility Fire. The Assumption of Fire Control Duty Agreement may allocate costs and shall articulate any authority delegated to the DFPC by the Sheriff and any authority and duties retained by the Sheriff.

"Colorado Emergency Operations Line." The Colorado Division of Homeland Security and Emergency Management's point of contact for the County and the Sheriff to report

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<sup>1</sup> <http://www.training.fema.gov/emiweb/is/icsresource/glossary.htm>.

Wildland Fires or to request any all-hazard assistance. This number will connect emergency managers with the on-duty communications personnel of the Colorado Department of Public Safety who will then notify the appropriate DFPC Fire Management Officer.

“Colorado Prescribed Fire Planning and Implementation Policy Guide.” The DFPC’s annual guide that provides standardized procedures specifically associated with the planning and implementation of prescribed fire, accessible via the *Wildland Fire Management* page of DFPC’s website.

“County.” Archuleta County, Colorado acting through its Board of County Commissioners.

“County AOP.” The *County Annual Operating Plan* is an aspirational planning document between the County, the Sheriff, the DFPC, Federal land agencies, and other possible participants, adopted on an annual basis. The County AOP documents how interagency cooperation is to be implemented within the county on an annual basis. The template is attached as Exhibit A.

“County Responsibility Fire.” A Wildland Fire occurring in the unincorporated area of the county outside the boundaries of a fire protection district or a Wildland Fire that exceeds the capabilities of a fire protection district to control or extinguish.

“DFPC” or “Division.” The Colorado Division of Fire Prevention and Control.

“DFPC Analysis Form.” The analysis form used by the DFPC and the Sheriff to determine whether a Wildland Fire meets the criteria to be elevated to a State Responsibility Fire or may otherwise qualify for State coordinated financial assistance. The form is attached hereto as Exhibit B. The Parties agree that changes or amendments to the DFPC Analysis Form as currently attached to this Agreement will be made through the rule making process described in C.R.S. § 24-4-103, by January 31, 2016, and will be incorporated in this Agreement after promulgation.

“Disaster.” Pursuant to C.R.S. § 24-33.5-703(3), the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to a Wildland Fire, existing in the state or in any county, city, town, or district in the state.

“EFF.” Means the Emergency Fire Fund as defined in C.R.S. § 24-33.5-1202(3.8) and § 24-33.5-1220, *et seq.*

“FEPP Program.” The Federal Excess Personal Property Program enacted by Congress under the Federal Property and Administrative Services Act of 1949 (June 30, 1949, Pub. L. 152, Ch. 288, 63 Stat. 377) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2101 *et seq.*) through which DFPC is responsible for building and maintaining fire equipment in the State of Colorado.

“Fire Department.” Pursuant to C.R.S. § 24-33.5-1202(3.9), the duly authorized fire protection organization of a town, city, county, or city and county, a fire protection district, or a metropolitan district or county improvement district that provides fire protection.

“Incident Commander.” Pursuant to C.R.S. § 29-22.5-102(2), the individual responsible for the overall management of the incident including developing incident objectives and managing all incident operations, by virtue of explicit legal, agency, or delegated authority.

“IQS.” The Incident Qualification System developed by the National Association of State Foresters. IQS is a software program that allows the user to track incident qualifications, experience, tasks books and fitness levels for organization/agency personnel.

“Local Incident Management Team.” Pursuant to C.R.S. § 29-22.5-102(4), a single or multi-agency team of capable individuals formed and managed at the local or county level and created or activated when necessary to provide the command and control infrastructure required to manage a major or complex incident requiring a significant number of local and mutual aid resources.

“Mutual Aid Agreement.” Pursuant to C.R.S. § 29-22.5-102(5), a written agreement between or among federal, state, and local agencies in which the agencies agree to assist one another upon request by furnishing such resources as personnel and equipment.

“NFIRS.” The National Fire Incident Reporting System or its successor system.

“NIMS.” Pursuant to C.R.S. § 29-22.5-102(6), the National Incident Management System is the national command and management system developed by the U.S. Department of Homeland Security to provide a unified approach to incident management.

“NWCG.” The National Wildfire Coordinating Group.

“Party” or “Parties.” “Party” means the County, or the Sheriff, or the DFPC and “Parties” means the County, the Sheriff and the DFPC.

“Prescribed Burning.” Pursuant to C.R.S. § 24-33.5-1202(8.3), the application of fire, in accordance with a written prescription for vegetative fuels, under specified environmental conditions while following appropriate precautionary measures that ensure public safety and that is confined to a predetermined areas to accomplish public safety or land management objectives. The term excludes controlled agricultural burns and controlled ditch burns.

“ROSS.” The Resource Ordering and Status System chartered by the National Wildfire Coordinating Group and managed by the U.S. Forest Service. ROSS is a nationwide,

web-based database system that tracks all tactical, logistical, service and support resources mobilized by the incident dispatch community.

“Sheriff.” The Sheriff of the county.

“State.” The State of Colorado.

“State Responsibility Fire.” A County Responsibility Fire that exceeds the County and the Sheriff’s capability to control or extinguish as exhibited by the DFPC Analysis Form and for which DFPC has assumed fire control duty as provided in the Assumption of Fire Control Duty Agreement and determined that the fire meets the criteria for EFF, or for State-coordinated financial assistance.

“Unified Command” or “Unified Command Structure.” Pursuant to C.R.S. § 29-22.5-102(8), the incident commanders representing agencies or jurisdictions that share responsibility for the incident manage the response from a single incident command post, allowing agencies with different legal, geographic, and functional authorities and responsibilities to work together effectively without affecting individual agency authority, responsibility, or accountability.

“Wildland Area.” Pursuant to C.R.S. § 29-22.5-102(9), an area in which development is essentially nonexistent, except for roads, railroads, power lines, and similar infrastructure, and in which structures, if present, are widely scattered.

“Wildland Fire.” Pursuant to C.R.S. § 29-22.5-102(10), an unplanned or unwanted fire in a Wildland Area, including unauthorized human-caused fires, out-of-control prescribed fires, and all other fires in Wildland Areas where the objective is to extinguish the fire. For purposes of this Agreement, Wildland Fire also includes fires in the Wildland Urban Interface area.

“Wildland Urban Interface” or “WUI.” The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels. Describes an area within or adjacent to private and public property where mitigation actions can prevent damage or loss from wildfire. *See* NWCG Glossary of Wildland Fire Terminology – PMS-205, October 2014.

“Wildland-Urban Interface Fire” or “WUI Fire.” An unplanned or unwanted fire involving vegetative fuels in the Wildland Urban Interface, including unauthorized human-caused fires, out-of-control prescribed burning, and all other fires involving vegetative fuels in the WUI where the objective is to extinguish the fire. *See* FEMA 2010 National Fire Incident Reporting System Complete Reference Guide.

“Wildfire.” For purposes of this Agreement, either a Wildland Fire in a Wildland Area or a Wildland-Urban Interface Fire in a Wildland-Urban Interface area.

**E. ACKNOWLEDGEMENT OF SUPPLEMENTS TO THIS AGREEMENT**

County AOPs, Assumption of Fire Control Duty Agreements, Cost Share Agreements, or other supplements to this Agreement further describe the working relationships, financial arrangements and joint activities not otherwise specified under the terms of this Agreement.

**F. HIERARCHY AND PRECEDENCE FOR AGREEMENTS AND EXHIBITS**

The provisions of this Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. The Colorado Special Provisions;
2. The provisions of the main body of this Agreement, and any amendments thereto;
3. Executed EFF Agreement for EFF Counties;
4. Executed Cost Share Agreements;
5. Executed Assumption of Fire Control Duty Agreements;
6. Executed County AOPs;
7. Executed DFPC Analysis Forms.

The Parties to this Agreement hereby acknowledge and agree that any changes the DFPC Analysis Form made by DFPC pursuant to its power to promulgate rules and regulations set forth in C.R.S. § 24-4-103, *et seq.* may result in an updated version of such document and shall be incorporated into this contract. If such document has been updated after the effective date of this Agreement, the DFPC will provide the Parties with such updated document.

**G. AGREEMENT**

**Section 1. PLANNING**

**1.1 County AOP.** Prior to April 1 of each year, the Parties, along with other agencies having Wildland Fire responsibilities within the county, shall jointly prepare, review, update, execute, and distribute a County AOP. The DFPC shall arrange the date and location of the County AOP meeting(s), and shall be the lead coordinator and facilitator of the County AOP. The Parties acknowledge and agree that with the Sheriff's consent, Fire Departments may participate in County AOP meeting(s) and negotiations and may execute the County AOP as a party. The County AOP shall be in the format of the template attached hereto as Exhibit A, *County Annual Operating Plan Template*. However, the Parties may revise the County AOP to comport with the County's emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plan, or any other agreements with Fire Departments or other governmental entities. Further, the Parties acknowledge and agree that the County AOP is an aspirational plan documenting how Wildland Fire cooperation is implemented within the county.

**1.2 Execution of the County AOP.** All Parties recognize the importance of clear plans in the event of a Wildland Fire. For this reason, all Parties will make a good faith effort to execute a County AOP by April 1 of each year. Failure to execute a County AOP by the April 1 deadline will not result in a penalty to any Party pursuant to this Agreement. The Parties may jointly extend the April 1 deadline upon the written mutual consent of all Parties and the provision of written notice of the same being sent to all the participants in the prior year's County AOP.

**1.3 Intergovernmental Agreements Concerning State Owned Lands.** The Parties acknowledge that pursuant to C.R.S. § 24-33.5-1221(2), the County may be required to enter into intergovernmental agreements prior to January 1, 2017, with certain state agencies that own lands within the county.

**Section 2. ROLES AND RESPONSIBILITIES IN A COUNTY RESPONSIBILITY FIRE**

**2.1 County and Sheriff Responsibilities.** The County and Sheriff are fiscally and operationally responsible, respectively, for a County Responsibility Fire as described in C.R.S. §§ 29-22.5-103 (2)(b) and 30-11-107(1)(o). Thereby, for the duration of a County Responsibility Fire and pursuant to any applicable emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plans, cost share agreement, or other agreements between the County and Fire Departments or other governmental entities, the Sheriff shall appoint a Local Incident Management Team to provide the command and control infrastructure necessary to manage a County Responsibility Fire. The Local Incident Management Team may consist of a single individual serving as Incident Commander. On behalf of the County, the Sheriff shall assume financial responsibility for Wildland Fire suppression efforts and the authority for the ordering and monitoring of resources subject to compliance with State law.

**2.2 DFPC Responsibilities.** The State's principal role during a County Responsibility Fire is to support the County and the Sheriff in their response to the Wildland Fire. Thereby, for the duration of a County Responsibility Fire, the DFPC shall administer certain State programs related to the County and Sheriff's Wildland Fire duties and responsibilities, such as the Wildfire Emergency Response Fund program set forth in C.R.S. § 24-33.5-1226 and the Colorado Firefighting Air Corps program created pursuant to C.R.S. § 24-33.5-1228. If requested by the Sheriff, the DFPC shall appoint an Agency Representative who shall provide technical assistance to the Sheriff and the appointed Local Incident Management Team. Further, the DFPC shall reply to all requests for State personnel, resources, and equipment from the County, Sheriff, or the Local Incident Management Team, even if the DFPC cannot provide the requested personnel, resources, and/or equipment. Finally, the DFPC may enter into separate agreements with the County and the Sheriff to provide the requested personnel, resources, and/or equipment.

**Section 3. ROLES AND RESPONSIBILITIES IN A STATE RESPONSIBILITY FIRE**

**3.1 Procedure for Elevating a County Responsibility Fire to a State Responsibility Fire.** Pursuant to C.R.S. § 29-22.5-103(2)(c), when the Sheriff determines that a County

Responsibility Fire exceeds the County's capability to control or extinguish the Wildland Fire, the Sheriff shall request assistance from DFPC through the Colorado Emergency Operations Line and, in addition, by any other available means of communication the Sheriff so chooses. Following such a request for assistance, the DFPC and the Sheriff will assess the severity of the fire utilizing the *DFPC Analysis Form*. The Wildland Fire shall be elevated to a State Responsibility Fire when the DFPC Analysis threshold has been met and the Parties enter into an Assumption of Fire Control Duty Agreement whereby the Parties will allocate responsibilities related to fire suppression responsibilities and financial responsibilities.

If the County participates in the Emergency Fire Fund program, the DFPC shall assess whether a Wildland Fire qualifies for Emergency Fire Fund assistance by following the procedures outlined in the County's Memorandum of Understanding: For Participation in the Colorado Emergency Fire Fund.

**3.2 County and Sheriff Responsibilities.** For the duration of a State Responsibility Fire, the Sheriff, at the Sheriff's discretion, may serve or appoint someone to serve within the Unified Command Structure as an Agency Administrator. The Sheriff's Agency Administrator shall, at the Sheriff's discretion, in consultation and cooperation with DFPC's Agency Administrator, appoint an Incident Commander. The Sheriff's Agency Administrator shall work collaboratively with DFPC's Agency Administrator to identify objectives and concerns to share with the Incident Commander within the Unified Command Structure. If the Sheriff elects to not serve as or appoint an Agency Administrator, the Sheriff shall serve as or appoint an Agency Representative.

**3.3 DFPC Responsibilities.** For the duration of a State Responsibility Fire, the DFPC shall administer EFF and/or State funds for fire management costs and appoint an Agency Administrator who shall represent the State in accordance with the delegation of authority contained in an Assumption of Fire Control Duty Agreement. DFPC's Agency Administrator shall, in consultation and cooperation with any appointed Sheriff's Agency Administrator, appoint an Incident Commander. The DFPC Agency Administrator shall work collaboratively with any appointed Sheriff Agency Administrator to identify objectives and concerns to share with the Incident Commander within the Unified Command Structure.

**3.4 Parties' Mutual Responsibilities.** In the case of a State Responsibility Fire, the Parties shall enter into the following separate agreements specifically addressing, at a minimum, the bulleted subjects:

Assumption of Fire Control Duty Agreement:

- Transfer of authority and responsibility for fire suppression to DFPC;
- Specific limitations to the fire control duty assumed by DFPC;
- Description of the powers and responsibilities retained by the County and Sheriff and those delegated to the DFPC;

Cost Share Agreements:

- Outline of the Parties' various financial responsibilities and the authority for the ordering and monitoring of resources; and

Return of Authority Agreement:

- Criteria and procedures to be utilized by the Parties to determine when the County and the Sheriff will again be capable of controlling or extinguishing the Wildfire allowing the State Responsibility Fire to be lowered to a County Responsibility Fire.

Because the Parties may maintain separate legal and functional authority and responsibility related to a State Responsibility Fire, responsibility for tasks beyond fire suppression may be included or excluded from the agreements described above upon agreement of the Parties.

**3.5 All Parties Agree.** No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in which suppression is the appropriate management response.

**3.6 Appeal of Determination of State Responsibility Fire.** Review of the DFPC's use of the *DFPC Analysis Form* in analyzing a potential State Responsibility Fire that will be in accordance with the provisions of C.R.S. § 24-4-106.

**Section 4. WILDFIRE PREPAREDNESS**

**4.1 County and Sheriff Responsibilities.** The County and the Sheriff shall comply with the Wildland fire planning responsibilities as set forth in C.R.S. § 29-22.5-101, *et seq.* and the provisions of C.R.S. §§ 30-10-513 and 30-10-513.5. The County and the Sheriff agree to identify for DFPC any designated individuals other than the Sheriff with the authority to make wildfire preparedness decisions. The County and Sheriff agree to work collaboratively with the DFPC's Regional Fire Management Officer in the coordination of the State-owned engine program and training. The County and Sheriff agree to cooperate in organizing, training, equipping, and maintaining of Wildland firefighting forces within the county. The County and Sheriff agree to communicate with local Fire Departments, as needed, to ensure relevant information is available to the County, the Sheriff, and local Fire Departments. The County and Sheriff may enter into agreements with local Fire Departments that identify the procedures necessary to transition financial and overall management of a Wildland Fire from the local Fire Department to the Sheriff, define control capabilities, and establish cost-share principles.

**4.2 DFPC Responsibilities.** The DFPC shall assist the County and the Sheriff, upon request, in organizing and training County, Sheriff, and cooperator forces to detect, contain, and extinguish Wildland Fires. Through administration of the FEPP program, the DFPC shall assist the County and the Sheriff in the procurement, inspection, and arrangement for maintenance of major Wildland Fire equipment. To the extent grant programs are available, the DFPC shall also administer grant programs to assist the County and the Sheriff in acquiring Wildland Fire equipment, training, and suppression support. The DFPC shall encourage and provide assistance in the development of County Wildland Fire plans pursuant to C.R.S. § 29-22.5-101(1)(d). The DFPC shall work with the County and the Sheriff in the coordination of the DFPC engine program and training. The DFPC shall also manage and administer the IQS program and provide the County, the Sheriff, and Fire Departments with IQS access, training, program guidelines, and

terms of use. The DFPC may inspect records for the purposes of verifying NWCG qualifications for Fire Department, County, and State personnel.

## **Section 5. WILDFIRE PREVENTION**

**5.1 County Responsibilities.** Pursuant to C.R.S. § 30-15-401(1)(n.5)(D), the County may ban open fires within the county. In considering multi-county or statewide open burning restrictions that impact other counties pursuant to C.R.S. § 24-33.5-1225, the County will inform the DFPC so that the DFPC may aid the counties in advising the Governor in issuing a proclamation against open burning and/or public movements in any area of the State spanning multiple counties to avoid overbroad burn bans. The County shall, to the extent possible, include and follow the public use restrictions outlined in the County AOP. The County agrees to work cooperatively with the DFPC to coordinate public fire prevention messages provided to the media as outlined in the County AOP.

**5.2 DFPC Responsibilities.** The DFPC shall confer with the County about the need for fire restrictions, and upon determining the need for restrictions on open burning and/or public movements affecting more than one county, recommend to the Governor the imposing or lifting of restrictions for burning and/or public movements, and inform affected counties of the Governor's decision. The DFPC, in cooperation with the County, shall coordinate public fire prevention messages provided to the media as outlined in the County AOP.

## **Section 6. WILDFIRE DETECTION AND NOTIFICATION**

**6.1 Sheriff Responsibilities.** The Sheriff shall comply with the reporting provisions set forth in C.R.S. § 24-33.5-1219, via the Colorado Emergency Operations Line and its notification responsibilities as outlined in the County AOP.

**6.2 DFPC Responsibilities.** The DFPC shall immediately forward all notifications it receives of possible Wildland Fire within the county to the Sheriff, or the Sheriff's designee, for further action as outlined in the County AOP.

## **Section 7. INVESTIGATIONS**

The Sheriff shall conduct, or cause to be conducted, an investigation as to the cause of all State Responsibility Fires suspected to be human-caused in order for the DFPC to facilitate reimbursement of costs expended in fire suppression efforts. The Sheriff shall endeavor to provide the DFPC with a copy of a preliminary investigation report concerning the cause and origin of the fire within thirty (30) calendar days after the Wildland Fire is controlled, or as soon as practicable thereafter. The Sheriff shall provide a final report upon the conclusion of the investigation but not later than nine (9) months after the date the Wildland Fire is declared contained to aid the DFPC in meeting the one year reporting deadline for recovering federal grant monies or other reimbursements. If the Sheriff cannot provide the final report within nine (9) months, the Sheriff shall provide a written notice to the DFPC no later than nine (9) months after the date the Wildland Fire is declared contained regarding: 1) the status of the investigation; 2) when the final report will be complete; and 3) whether charges have been filed

or an arrest has been made. The Sheriff shall also provide periodic updates to the DFPC, on the status of the investigation until the final report is provided if requested by the DFPC. If the Sheriff does not provide the final report or written notice to the DFPC as described above, the DFPC may not be able to recover grant monies or other reimbursements. Notwithstanding the foregoing, the Sheriff shall not be responsible for conducting investigations on any federally owned or managed lands.

**Section 8.     REPORTING**

**8.1     *All Parties Agree.*** The Parties recognize that Wildland fire management funding is tied to accurate and complete statistical reporting, and will work together to encourage fire response agencies within the County to report statistical wildfire data to the DFPC via NFIRS.

**8.2     *Sheriff Responsibilities.*** The Sheriff shall report, or cause to be reported, to the DFPC all County Responsibility Fires utilizing the NFIRS or its successor system.

**8.3     *DFPC Responsibilities.*** The DFPC shall use the data obtained pursuant to Section 8.1 and 8.2 for required federal reporting and to apply for grant funding as available, and the DFPC shall maintain such data for at least two (2) years. Further, the DFPC shall assist the County and Sheriff with training regarding the NFIRS.

**Section 9.     PRESCRIBED BURNING**

Prior to performing any Prescribed Burning in the county, the Party undertaking such Prescribed Burning shall develop a prescribed fire plan. The Parties shall inform one another prior to performing Prescribed Burning. The Parties shall follow the *Colorado Prescribed Fire Planning and Implementation Policy Guide* for any Prescribed Burning in the county, unless the County has adopted guidelines or standards meeting or exceeding the standards enumerated in C.R.S. § 24-33.5-1217.5. The DFPC may enter into an agreement with the County and/or the Sheriff to provide Prescribed Burning services pursuant to C.R.S. § 24-33.5-1217(6)(a).

All notices of Prescribed Burning shall be addressed to the respective Parties as follows:

DFPC:                     DFPC Regional Fire Management Officer  
                               Ryan McCulley  
                               515 Sower Dr.,  
                               Bayfield, CO 81122  
                               970-765-6279 Ryan.McCulley@state.co.us

(address/phone/email)

County and Sheriff:    Archuleta County BoCC  
                               PO Box 1507  
                               Rich Valdez, Archuleta County Sheriff  
                               PO Box 638  
                               Pagosa Springs, CO 81147, 970-264-8430

## **Section 10. BILLING AND PAYMENT**

**10.1 General Provisions.** The Parties shall ensure that the County and/or the Sheriff are parties to any Mutual Aid Agreements, cost share agreements, or other agreements that apportion any Wildland Fire expenses to the County and/or the Sheriff and those agreements shall comply with State law. Any invoice from the DFPC to the County and/or the Sheriff for any expense incurred by any agency for a Wildland Fire occurring in the county shall include a copy of a written and executed Mutual Aid Agreement, cost share agreement, or other appropriate agreement apportioning such expense to the County and/or the Sheriff. DFPC serves as the coordinator for all inter-jurisdictional Wildland fire billing in Colorado.

In that capacity, the DFPC may charge the County and the Sheriff a *Cost of Overhead* fee not to exceed thirteen percent (13%) of the total amount billed to the County at a rate that adequately offsets the cost of providing the billing services.

**10.2 Procedure to Invoice the County and the Sheriff.** Following any Wildland Fire that may incur a cost to County or the Sheriff, the DFPC shall assist the County and the Sheriff by requesting cost reports from assisting agencies and producing invoices payable by the County. To start the process, within thirty (30) days after declared containment of the Wildland Fire, the County and/or the Sheriff shall submit to the DFPC a written request for cost reports from assisting agencies. Following receipt of the County and/or the Sheriff's written request, the DFPC shall request cost reports from assisting agencies for review and validation by the County and/or the Sheriff. Following the County and/or the Sheriff's review and validation, the DFPC shall make reasonable efforts to submit written invoices, along with adequate supporting documentation, to the County and/or the Sheriff within one hundred and twenty (120) days after the date the Wildland Fire is declared contained. If the DFPC cannot submit written invoices within one hundred and twenty (120) days, the DFPC shall at a minimum submit a written estimate of the anticipated expenses by November 15<sup>th</sup> of the year in which the Wildland Fire occurred.

## **Section 11. GENERAL PROVISIONS**

**11.1 Term.** The Term of this Agreement shall commence on the date the last Party signs and shall remain in effect for five (5) years from that date. Any Party shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties to this Agreement.

**11.2 Repeal of Prior Agreements.** This Agreement, upon full execution, shall repeal and replace any other prior agreements between the Parties relating to cooperative Wildfire protection within the county.

**11.3 Amendments or Extensions.** Amendments or extensions, save any subject to rulemaking, within the scope of this Agreement shall only be made by mutual consent of the Parties to this Agreement by issuance of a written modification, signed and dated by all Parties to this Agreement, prior to any changes taking effect. No Party is obligated to fund any changes

not properly approved in advance.

**11.4 Notices.** All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed effective upon delivery, if delivered personally, or three (3) calendar days after mailing if deposited in the U.S. Mail, postage prepaid, and addressed to the respective parties as follows:

DFPC: Division Director  
690 Kipling Street, #2000  
Lakewood, Colorado 80215

County: Archuleta Board of County Commissioners  
PO Box 1507  
Pagosa Springs, CO 81147  
970-264-8300

Sheriff: Rich Valdez, Archuleta County Sheriff  
PO Box 638  
Pagosa Springs, CO 81147,  
970-264-8430

**11.5 Captions, Construction and Severability.** The captions and headings used in this Agreement are for identification only, and will be disregarded in any construction of the Agreement provisions. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

**11.6 Ability to Contract.** Each Party represents that it is not subject to any restrictive obligations imposed by any other agreement that would impair its ability to perform its obligations hereunder. The individual or individuals signing on behalf of each Party represent that they are fully authorized by law, statute, delegation, or otherwise to execute this Agreement and make it binding and enforceable against the Party on whose behalf the individual or individuals is or are signing.

**11.7 Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile machine copies or scanned versions of an original signature by any Party shall be binding as if they were original signatures.

**11.8 Appropriations.** Because this Agreement involves the expenditure of public funds, all obligations under this Agreement are contingent upon appropriation and continued availability of funds for such obligations. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or the laws of the State of

Colorado.

**11.9 Colorado Special Provisions.** The following Special Provisions are required by law to be contained in every agreement of the State of Colorado. Any conflict between the Special Provisions and any other provision of this Agreement shall be resolved in favor of the applicable Special Provision:

**(a) Controller's Approval; C.R.S. § 24-30-202(1).** This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.

**(b) Fund Availability; C.R.S. § 24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**(c) Governmental Immunity.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.

**(d) Independent Contractor.** The County and the Sheriff shall perform their duties hereunder as independent contractors and not as employees. Neither the County nor the Sheriff nor any agent or employee of either of them shall be deemed to be an agent or employee of the State. The County and the Sheriff and their employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for the County or the Sheriff or any of their agents or employees. Unemployment insurance benefits will be available to the County and the Sheriff and their employees and agents only if such coverage is made available by the County or Sheriff or a third party. The County and the Sheriff shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. The County and the Sheriff shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. The County and the Sheriff shall (a) keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for their acts and those of its employees and agents.

**(e) Compliance with Law.** The County and the Sheriff shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**(f) Choice of Law.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by

reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

**(g) Binding Arbitration Prohibited.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

**(h) Software Piracy Prohibition; Governor's Executive Order D 002 00.** State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. The County and the Sheriff hereby certify and warrant that, during the term of this Agreement and any extensions, the County and the Sheriff have and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the County or the Sheriff, or both, are in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**(i) Employee Financial Interest/Conflict of Interest; C.R.S. §§ 24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. The County and the Sheriff have no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the County's or Sheriff's services and the County and the Sheriff shall not employ any person having such known interests.

**(j) Public Contracts with Natural Persons; C.R.S. § 24-76.5-101.** The County and the Sheriff, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of C.R.S. § 24-76.5-101 *et seq.*, and (c) if requested by the State, has produced one form of identification required by C.R.S. § 24-76.5-103 prior to the effective date of this Contract.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

**ARCHULETA COUNTY, COLORADO:**

**Board of County Commissioners:**

**By:** \_\_\_\_\_  
Chair

\_\_\_\_\_  
Print Name & Title of  
Authorized Officer

**ATTEST:**  
(SEAL)

\_\_\_\_\_  
**County Clerk**

**County Sheriff:**

**By:** \_\_\_\_\_  
Sheriff

**STATE OF COLORADO:**  
**John W. Hickenlooper, GOVERNOR**

**Department of Public Safety, Division of Fire Prevention and Control**

**By:** \_\_\_\_\_  
Paul L. Cooke  
Director

APPROVED:

LEGAL SUFFICIENCY:  
DEPARTMENT OF LAW  
Cynthia H. Coffman  
Attorney General

**By:** \_\_\_\_\_

**ALL CONTRACTS MUST BE APPROVED  
BY THE STATE CONTROLLER**

C.R.S. § 24-30-202 requires that the State Controller approve all state contracts. This Agreement is not valid until the State Controller, or such assistant as he may delegate, has signed it.

**STATE CONTROLLER:**  
**ROBERT JAROS, CPA, MBA, JD**

**By:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**For Participation in the Colorado Emergency Fire Fund**

**THIS** Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is entered into by and between the Board of County Commissioners for the County of ARCHULETA (hereinafter the “County”), the ARCHULETA County Sheriff (hereinafter “Sheriff”), and the State of Colorado acting by and through the Department of Public Safety, for the benefit of the Division of Fire Prevention and Control (hereinafter the “State” or “CDPS” or “DFPC”).

**WHEREAS**, in 1965, various Colorado counties initiated the first Emergency Fire Fund through an intergovernmental agreement executed in 1966, with voluntary contributions that were to be used for costs incurred in controlling wildfires by any of the parties contributing moneys to the fund; and

**WHEREAS**, House Bill 12-1283, effective July 1, 2012, designated the Colorado Department of Public Safety Division of Fire Prevention and Control as the state’s manager and coordinator of wildland fire preparedness, response and suppression. The bill also gave the DFPC responsibility for administering a fund known as “the Emergency Fire Fund” to provide funding or reimbursement for wildfires to participating counties; and

**WHEREAS**, pursuant to §24-33.5-1220, C.R.S., the DFPC shall use the moneys in the Emergency Fire Fund to provide funding or reimbursement for wildfires in accordance with memoranda of understanding with participating public entities; and

**WHEREAS**, the parties find it to be in the best interests of the public health safety and welfare to enter into this MOU setting forth their mutual and respective duties regarding collection, administration, and disbursement of monies in the Emergency Fire Fund, pursuant to §24-33.5-1220(2)(b), C.R.S.

**NOW THEREFORE**, in consideration of the mutual benefits and promises contained herein, the parties hereby agree as follows:

**A. AUTHORITIES**

C.R.S. § 24-33.5-707.	Local and Interjurisdictional Disaster Agencies and Services
C.R.S. § 24-33.5-709.	Local Disaster Emergencies
C.R.S. § 24-33.5-1201.	Division of Fire Prevention and Control
C.R.S. § 24-33.5-1202.	Definitions
C.R.S. § 24-33.5-1203.	Duties of Division
C.R.S. § 24-33.5-1217.3.	Authority to Permit Controlled Burns During Drought Conditions
C.R.S. § 24-33.5-1217.5.	Minimum Prescribed Burning Standards
C.R.S. § 24-33.5-1218.	Cooperation with Governmental Units
C.R.S. § 24-33.5-1219.	Wildland Fires - Duty of Sheriff to Report
C.R.S. § 24-33.5-1220.	Funds Available – Emergency Fire Fund
C.R.S. § 24-33.5-1221.	State Responsibility Determined
C.R.S. § 24-33.5-1222.	Cooperation by Counties

C.R.S. § 24-33.5-1223.	Sheriffs to Enforce
C.R.S. § 24-33.5-1224.	Limitation of State Responsibility
C.R.S. § 24-33.5-1225.	Emergencies
C.R.S. § 24-33.5-1226.	Wildfire Emergency Response Fund
C.R.S. § 24-33.5-1228.	Colorado Firefighting Air Corps
C.R.S. § 29-1-101, <i>et seq.</i>	Local Government Budget Law
C.R.S. § 29-22.5-101, <i>et seq.</i>	Wildland Fire Planning
C.R.S. § 30-10-512.	Sheriff to Act as Fire Warden
C.R.S. § 30-10-513.	Duties of Sheriff – Coordination of Fire Suppression Efforts
C.R.S. § 30-10-516.	Sheriffs to Preserve Peace – Command Aid
C.R.S. § 30-11-107(1)(o).	Powers of the Board of County Commissioners

**B. PURPOSE**

The purpose of this Agreement is to (1) establish the County’s participation in the Emergency Fire Fund program (“EFF Program” or “EFF” or “Fund,” depending on the context); (2) establish the methodology and process for payments from the County to the EFF; (3) establish the methodology and process for eligible payments from the Fund to the County; and (4) describe the conditions under which the EFF will be managed.

**C. REPEAL OF PRIOR AGREEMENT**

This Agreement, upon full execution, shall repeal and replace any other prior EFF agreements.

**D. SUMMARY OF KEY DATES ESTABLISHED HEREIN:**

Initial Term	Effective Date through 1/31/2016
Assessment for Renewal Term 1	Effective Date or shortly thereafter
Renewal Term 1	2/1/2016 – 1/31/2017
Annual Contribution for Renewal Term 1	2/1/2016 or before
AOP Executed	4/1/2016 or before
Assessment for Renewal Term 2	7/1/2016
Renewal Term 2	2/1/2017 – 1/31/2018
Annual Contribution for Renewal Term 2	2/1/2017 or before
AOP Executed	4/1/2017 or before
Assessment for Renewal Term 3	7/1/2017
Renewal Term 3	2/1/2018 – 1/31/2019
Annual Contribution for Renewal Term 3	2/1/2018 or before
AOP Executed	4/1/2018 or before
Assessment for Renewal Term 4	7/1/2018
Renewal Term 4	2/1/2019 – 1/31/2020
Annual Contribution for Renewal Term 4	2/1/2019 or before
AOP Executed	4/1/2019 or before
Contract Expiration	1/31/2020

**E. TERM**

- 1. Initial Term.** This Agreement shall be effective as of the date that it has been fully executed by all parties and the State Controller, and continue in effect for an initial term that ends on January 31, 2016 (the "Initial Term").
- 2. Renewal Terms.** This Agreement shall continue in effect for up to four (4) additional terms of one 12-month-period each, beginning on February 1 of each year and ending on January 31 of the following calendar year (each being a "Renewal Term"), so long as (1) the County has paid the Annual Contribution for the Renewal Term by the later of February 1 of that calendar year or on the 75<sup>th</sup> day after the County received the Assessment invoice for that Renewal Term, and (2) no party is in default of any terms of this Agreement.

**F. RELATED DOCUMENTS CONCERNING WILDLAND FIRE PROTECTION**

- 1. Cooperative Agreement.** The parties agree they will at all times during the term of this Agreement be party to the Agreement for Cooperative Wildfire Protection.
- 2. Annual Operating Plan.** The parties shall develop, review, and execute, along with other participants, an Annual Operating Plan ("AOP") before April 1 of each year that this Agreement is in effect. The AOP will establish specific operational procedures intended to ensure prompt and effective response to and suppression of wildland fires. So long as the County has paid its Annual Contribution for the current Initial Term or Renewal Term, failure to execute an AOP by the April 1 deadline will not result in a penalty to any party pursuant to this Agreement. Instead, failure to execute an AOP by the April 1 deadline may cause a party to be in default of this Agreement pursuant to section H(1), thereby preventing an automatic subsequent Renewal Term pursuant to section E(2).

**G. EMERGENCY FIRE FUND CONTRIBUTIONS, MANAGEMENT, AND DISBURSEMENTS**

- 1. Emergency Fire Fund.** The EFF is created in accordance with statute and exists through the payments made by participating Colorado counties and other entities that enter into EFF agreements with the DFPC. The DFPC maintains the EFF as an account under the fiscal management of the Division Director. Payments from the EFF shall be made in compliance with the provisions herein and all applicable laws, rules and regulations pertaining to DFPC funds, including but not limited to the State Fiscal Rules, §24-33.5-1202(3.8), C.R.S., and §24-33.5-1221(2)(b), C.R.S. There is no upper limit on the amount of funds that can accumulate in the EFF, and funds may accumulate from year to year.
- 2. Assessments and County Contributions to the Fund.** Each Term, the County shall make its annual contribution to the EFF in the amount assessed by DFPC for the County for such Term in accordance with this section. To the extent not already paid, the County shall pay the assessment for the Initial Term simultaneously with the execution of this Agreement in the amount invoiced for 2015 by the Division. Subject to annual appropriation by the County, assessments and payments for Renewal Terms shall be as follows:
  - i.** The DFPC shall calculate assessments in accordance with the following formula:

$$\text{Annual EFF Assessment} = \text{Acreage Cost} + \text{Valuation Cost.}$$

Acres Cost= (fixed cost/acre \* number of non-federal forested acres in the county) where the fixed cost per acre is set to \$0.0075.

Valuation Cost= (annual valuation \* normalization value) where the annual valuation is the total taxable assessed value of all acres in the county, and the normalization value reduces the sum of the assessments of all counties each year to \$1M.

- ii. On or before July 1 of the Initial Term and each subsequent Renewal Term, the DFPC shall send an invoice to the County for the actual assessment for the next Renewal Term.
- iii. The County shall pay the invoiced amount no later than February 1 of each Renewal Term, except that under no circumstances shall the County have less than 75 days from its receipt of the invoice from DFPC to pay such invoice. All payments to the EFF are final and non-refundable except as provided in section H(3)(iv) of this Agreement.

**3. Reporting, Management, and EFF Advisory Committee.**

- i. The Division shall provide periodic written financial reports (“EFF Financial Report”) to all participants in the EFF Program at least once during each Term, identifying fund income, expenditures and encumbrances, and available balance. Pursuant to §24-33.5-1220(2)(a), C.R.S., the EFF may hold funds received from sources outside the scope of this Agreement, therefore DFPC shall account for such contributions separately from any other moneys in the EFF.
- ii. The Division Director shall make the EFF Financial Report available for review to an advisory committee (the “EFF Advisory Committee”) composed of the Division Director; three county commissioners designated by Colorado Counties, Inc.; three county sheriffs designated by County Sheriffs of Colorado; and two fire chiefs designated by Colorado State Fire Chiefs Association, pursuant to §24-33.5-1202 (3.8), C.R.S., and shall receive from the EFF Advisory Committee recommendations on matters relating to the Fund, including, without limitation, whether or not the Fund should be increased. Final decision making authority over fiscal management matters shall reside with the Division Director on behalf of the participant Counties, and shall constitute final agency action subject to review in accordance with the provision of § 24-4-106, C.R.S.
- iii. The DFPC shall at all times administer the EFF in accordance with all applicable laws, rules, and regulations, including but not limited to §24-33.5-1220(2)(b), C.R.S., which states:

“The division shall use the moneys in the emergency fire fund to provide funding or reimbursement for wildfires in accordance with memoranda of understanding with participating public entities.”

In doing so, the DFPC shall consider the role of the EFF Advisory Committee as contemplated by §24-33.5-1202(3.8), C.R.S., which states:

“‘Emergency fire fund’ means the emergency fire fund created in section 24-33.5-1220 that was first established in 1967 with voluntary contributions from counties and the Denver water board; administered by a nine-person committee composed of county commissioners, sheriffs, fire chiefs, and the director; and used for the purpose of paying

costs incurred as a result of controlling a wildfire by any of the parties contributing moneys to the fund, in accordance with the intergovernmental agreement for participation in the emergency fire fund.”

**4. Disbursements from the Fund.** The provisions of this sub-section shall control the eligibility of costs for reimbursement or payment from the EFF. The DFPC shall make distribution from the EFF only upon direction of the Division Director or his/her designee, and is subject to the “Emergencies” provisions of the State Fiscal Rules (Rule 2). Disbursements shall be limited to reimburse or pay for Eligible Costs incurred in controlling a wildfire that is determined to be eligible for EFF assistance pursuant to section G(6) below and are incurred during the designated EFF Period. The designated EFF Period is defined as the time after the State assumes financial responsibility for the fire from the County until the County reassumes financial responsibility for the fire. During each Term, the DFPC will use EFF moneys to reimburse the County and the Sheriff for Eligible Costs incurred in connection with the County’s and the Sheriff’s wildland fire suppression efforts on fires within their jurisdiction, which are EFF approved as set forth in this Agreement during such Term.

**i. Costs eligible for reimbursement by the EFF unless contrary to local agreements (“Eligible Costs”):**

- a. Host County permanent employees overtime pay including benefits.
- b. Host County temporary/seasonal employee regular and overtime pay including benefits.
- c. Host Fire Protection District permanent employees overtime pay including benefits and backfill.
- d. Host Fire Protection District temporary/seasonal employee regular and overtime pay including benefits.
- e. Host Volunteer Fire Department volunteer employees regular and overtime pay including benefits.
- f. State of Colorado employee project and overtime pay including benefits, and travel expenses.
- g. State of Colorado temporary/seasonal employee regular and overtime pay including benefits.
- h. State of Colorado, Host County, and Host Fire Protection District equipment use.
- i. Restock and/or replacement of supplies consumed, lost or destroyed in the fire control effort.
- j. Refurbishing of tools and equipment used in control of declared fire(s).

**ii. Costs NOT eligible for reimbursement under the EFF:**

- a. Host County permanent employee regular/base salaries and benefits.
- b. Host County equipment repair due to normal wear and tear.
- c. Host County owned and managed aircraft use, normal wear and tear, and repair.
- d. Host Protection District permanent employee regular/base salaries and benefits.
- e. Host Fire Protection District equipment repair due to normal wear and tear.
- f. State of Colorado permanent employee regular/base salaries and benefits.
- g. State of Colorado equipment repair due to normal wear and tear.
- h. Costs covered by insurance.

- i. County Sheriff's costs of performing the investigation of all human caused fires, except for overtime and benefits that occur during the designated EFF Period.
  - iii. **Costs that the Division Director may determine to be reimbursable as Eligible Costs on a case-by-case basis by the EFF:**
    - a. Damages to fire equipment resulting from a declared fire;
    - b. Other costs not outlined in this Agreement.
  - iv. For purposes of this sub-section G(5), "Host County" is defined as the county or counties in which the EFF incident is occurring, and "County" includes the Sheriff.
  - v. Host Fire Protection District is defined as the fire department(s), fire protection district(s), or volunteer fire department(s) in which the EFF incident is occurring.
  - vi. Fires that begin as prescribed burns are the responsibility of the entity initiating the burn and not eligible for EFF benefits.
  - vii. Nothing in this Agreement shall prevent the Sheriff or County from seeking reimbursement for expenses and costs they incur during an EFF Fire for aid given on land under federal jurisdiction. Arrangements for these expenses and costs must be negotiated with federal agencies by the County or Sheriff and are outside of the scope of this Agreement.
- 5. Procedure for Obtaining EFF Assistance.** To obtain EFF assistance, the Sheriff shall follow the procedure outlined in the Agreement for Cooperative Wildfire Protection for elevating a County Responsibility Fire to a State Responsibility Fire. Provided that EFF funds are available, the County shall be eligible for EFF assistance when the DFPC Analysis threshold for EFF assistance has been met. Any disagreements between the parties regarding eligibility for EFF assistance shall be addressed through the appeals process in accordance with the provision of § 24-4-106, C.R.S.
- 6. Benefits for Participants.**
- i. Counties that timely pay their invoiced contribution to the EFF upon execution of this Agreement are immediately eligible for 100% of EFF benefits for Eligible Costs. Any County that does not pay its 2015 contribution but chooses to participate in the EFF in a subsequent year will be eligible for EFF benefits on a pro-rata basis as follows: during the first year, 50% of Eligible Costs; during the second year, 75% of Eligible Costs; during the third and each subsequent year, 100% of Eligible Costs.
  - ii. A County's participation in the EFF shall not disqualify or otherwise limit its eligibility for other financial assistance that may be available for Counties that are not participants in the EFF.
- 7. Fund Depletion.** If at any time during the term of this Agreement the EFF becomes depleted or has insufficient funds to meet the obligations of the Fund, the County shall have no claim against the Fund, the Division, or the State.

## **H. DEFAULT AND TERMINATION**

- 1. Default and Notice.** Any party that fails to comply with any obligation of this Agreement shall be in default. In the event the DFPC is in default, the County and/or Sheriff shall send written notice, pursuant to section I(5), to the Division describing the nature of the default, the actions required to cure the default, if any, and offer a minimum of ten (10) business days from the date the notice is delivered to the DFPC to cure the default. In the event either the County or Sheriff, or both, are in default, the DFPC shall send the written notice to the County and Sheriff, describing the nature of

the default, the action required to cure the default, if any, and offer a minimum of ten (10) business days from the date the notice is delivered to the County and Sheriff to cure the default. In the event both the County and the Sheriff are in default and the notice is delivered to the County and the Sheriff on different days, the cure period begins from the later date.

2. **Remedies for Default.** If a defaulting party fails to timely cure its default pursuant to the terms of the default notice as described above, or if the default is of a nature that cannot be cured, any other party may terminate this Agreement by sending written notice, pursuant to section I(5), to the defaulting party advising that this Agreement is terminated and setting forth a date of termination, which date shall be no earlier than the date the termination notice is delivered to the defaulting party.
3. **Termination.** In addition to termination of this Agreement for an uncured default as set forth above, this Agreement may be terminated as follows:
  - i. *In the Public Interest.* The Division is entering into this Agreement for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Agreement ceases to further the public policy of the State of Colorado, the Division, in its sole discretion, may terminate this Agreement in whole or in part. Exercise by the State of this right shall not constitute a breach of the Division's obligations hereunder. The State shall notify the County and Sheriff of such termination in writing, pursuant to section I(5), and specify the effective date of the termination.
  - ii. *Dissolution of the EFF.* If the EFF is dissolved, terminated, or cancelled for any reason, the Division shall terminate this Agreement by sending written notice to the County and Sheriff.
  - iii. *Termination by County or Sheriff.* The County or Sheriff may terminate this Agreement at will by providing written notice to the Division of its intent to terminate. The termination shall be effective as of the end of the then existing Term.
  - iv. *Refund in the Event of Termination.*
    - a. In the event of a default by the County or Sheriff, or both, for any reason OTHER than its or their failure to timely enter into an AOP, the County and Sheriff may not be eligible to receive any EFF funds for any Eligible Costs that are incurred after the date of termination set forth in the default notice. Furthermore, the County shall refund to the State any sums the State paid or is obligated to pay for Eligible Costs incurred by the County for that Term prior to the date of termination.
    - b. In the event the Division terminates this Agreement for default due to the failure of the County or Sheriff to enter into an AOP for any reason by April 1 of each Renewal Term, the County and Sheriff shall not be eligible to receive any EFF funds for any Eligible Costs that are incurred for that Term after the date of termination set forth in the default notice. Furthermore the Division shall repay to the County all sums the County paid for that Term, less (1) any sums the State paid or is obligated to pay to the County for Eligible Costs incurred by the County during that term prior to the date of termination; and (2) EFF funds committed during that Term prior to termination for any other fire in jurisdictions covered by the EFF in reliance on the Annual Contribution by the County and Sheriff for that Term.

- c. If the Division terminates this Agreement in the public interest, the State shall refund to the County all funds the County paid to the EFF for the Term in which the termination occurs, less any sums the State paid or is obligated to pay for Eligible Costs incurred by the County prior to the date of termination.
- d. Notwithstanding anything to the contrary in this Agreement, and unless otherwise required by future law, neither party shall be entitled to any refund of EFF contributions made in any prior Terms.

## I. ADDITIONAL PROVISIONS AND COLORADO SPECIAL PROVISIONS

1. **Compliance with Laws, Regulations, and Requirements.** Each party agrees to comply with all applicable federal, state and local laws, codes, regulations, rules, and orders.
2. **Assignment.** No party shall assign or transfer any interest in this Agreement, nor delegate any of its obligations, nor assign any claims for money due or to become due to a third person not a party to this Agreement, without the prior written approval of the other parties.
3. **Binding Nature; Entire Agreement; Waiver.** Except as herein provided, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors. None of the terms or conditions in this Agreement shall give rise to any claim, benefit, or right of action by any third person not a party hereto. Any person or entity, other than the Division, County, or Sheriff receiving services or benefits under this Agreement shall be deemed only an incidental beneficiary. This Agreement is executed and delivered with the understanding that it constitutes the entire agreement between the parties with respect to the subject matter hereof. The failure of any party to insist upon performance of any covenant or condition hereof upon one or more occasions shall not constitute a waiver thereof.
4. **Changes and Amendments.** No modification or amendment to this Agreement, including all exhibits, shall be effective unless made in writing and signed by the authorized representatives of all parties hereto.
5. **Notices.** All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed effective upon delivery, if delivered personally, or three (3) calendar days after mailing if deposited in the U.S. Mail, postage prepaid, and addressed to the respective parties as follows:
  - DFPC:** Paul L. Cooke, Division Director, 690 Kipling Street, #2000, Lakewood, Colorado 80215.
  - County:** Archuleta County BoCC, PO Box 1507 Pagosa Springs, CO 81147
  - Sheriff:** Rich Valdez, Sheriff, PO Box 638 Pagosa Springs, CO 81147

Copies of EFF Financial Reports shall also be sent to:

**County:** Archuleta County BoCC, PO Box 1507 Pagosa Springs, CO 81147  
**Sheriff:** Rich Valdez, Sheriff, PO Box 638 Pagosa Springs, CO 81147

Copies of Annual Assessments shall also be sent to:

**County:** Archuleta County BoCC, PO Box 1507 Pagosa Springs, CO 81147  
**Sheriff:** Rich Valdez, Sheriff, PO Box 638 Pagosa Springs, CO 81147

- 6. Captions, Construction, and Agreement Effect; Severability.** The captions and headings used in the Agreement are for identification only, and will be disregarded in any construction of the Agreement provisions. To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- 7. Ability to Contract.** Each party represents that it is not subject to any restrictive obligations imposed by any other Agreement or agreement that would impair its ability to perform its obligations hereunder. The individual or individuals signing on behalf of each party represent that they are fully authorized by law, statute, delegation, or otherwise to execute this Agreement and make it binding and enforceable against the party on whose behalf the individual or individuals is or are signing.
- 8. Order of Precedence.** The provisions of State law, this Agreement, the Cooperative Agreement and the AOP shall govern the relationship of the parties. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, as now exist or may exist in the future, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
- i. Colorado Revised Statutes;
  - ii. Special Provisions set forth in section I(11);
  - iii. The provisions in the main body of this Agreement;
  - iv. The exhibits attached to and incorporated into this Agreement
- 9. Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile machine copies or scanned versions of an original signature by any party shall be binding as if they were original signatures.
- 10. Appropriations.** Because this Agreement involves the expenditure of public funds, all obligations under this Agreement are contingent upon appropriation and continued availability of funds for such obligations. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or the laws of the State of Colorado.
- 11. Colorado Special Provisions.** The following Special Provisions are required by law to be contained in every agreement of the State of Colorado. Any conflict between the Special Provisions and any other provision of this Agreement shall be resolved in favor of the applicable Special Provision:
- i. **CONTROLLER'S APPROVAL.** CRS §24-30-202 (1). This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.
  - ii. **FUND AVAILABILITY.** CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
  - iii. **GOVERNMENTAL IMMUNITY.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims

Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

- iv. **INDEPENDENT CONTRACTOR.** The County and the Sheriff shall perform their duties hereunder as independent contractors and not as employees. Neither the County nor the Sheriff nor any agent or employee of either of them shall be deemed to be an agent or employee of the State. The County and the Sheriff and their employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for the County or the Sheriff or any of their agents or employees. Unemployment insurance benefits will be available to the County and the Sheriff and their employees and agents only if such coverage is made available by the County or Sheriff or a third party. The County and the Sheriff shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. The County and the Sheriff shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. The County and the Sheriff shall (a) keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for their acts and those of its employees and agents.
- v. **COMPLIANCE WITH LAW.** The County and the Sheriff shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- vi. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.
- vii. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.
- viii. **SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00. State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. The County and the Sheriff hereby certify and warrant that, during the term of this Agreement and any extensions, the County and the Sheriff have and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the County or the Sheriff, or both, are in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this

Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

- ix. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.** CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. The County and the Sheriff has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the County's or Sheriff's services and the County and the Sheriff shall not employ any person having such known interests.
- x. **PUBLIC CONTRACTS WITH NATURAL PERSONS.** CRS §24-76.5-101. The County and the Sheriff, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** if requested by the State, has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

**ARCHULETA COUNTY, COLORADO:**

**Board of County Commissioners:**

By: \_\_\_\_\_  
Chair

\_\_\_\_\_  
Print Name & Title of  
Authorized Officer

ATTEST: (SEAL)

\_\_\_\_\_  
County Clerk

**County Sheriff:**

By: \_\_\_\_\_  
Sheriff

**EFF ADVISORY COMMITTEE:**

**Approved as to Form**

By: \_\_\_\_\_  
Chair

**STATE OF COLORADO:  
John Hickenlooper, GOVERNOR**

Department of Public Safety: Division of  
Fire Prevention and Control

By: \_\_\_\_\_  
Paul Cooke  
Division Director

APPROVED:

LEGAL SUFFICIENCY:  
DEPARTMENT OF LAW  
Cynthia H. Coffman  
Attorney General

By: \_\_\_\_\_

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**  
CRS 24-30-202 requires that the State Controller approve all state contracts. This MOU is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the MOU is signed and dated below. If the State of Colorado may not be obligated to pay for the goods and/or services provided.

**STATE CONTROLLER:  
ROBERT JAROS**

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