



ARCHULETA COUNTY
BOARD OF COUNTY COMMISSIONERS

CALL TO ORDER THE REGULAR MEETING OF MARCH 1, 2016 AT 1:30 P.M.

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

DISCLOSURES AND/OR CONFLICT OF INTEREST

APPROVAL OR ADJUSTMENTS TO AGENDA

* Executive Session - Specific Agenda Topic

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**).

ACKNOWLEDGEMENTS

A. Recognition Of Les Bevins

Les Bevins, Chairman of the Upper San Juan Search & Rescue Team has received the Mike Gelski Outstanding Volunteer Award from the State of Colorado.

Presenter	Thad McKain
Presenter's Title	Director of Emergency Management

LIQUOR BOARD

A. Special Event Permit For Pagosa Mountain Morning Rotary Club

This is an application for a Special Events Permit for Pagosa Mountain Morning Rotary Club to serve malt, vinous and spirituous liquor at 230 Port Ave. for Local Vocals 2016. The Sheriff has been notified of this event. The proper fees were collected and the premises was posted for the required ten (10) days prior to today's hearing.

Presenter	Tonya McCann
Presenter's Title	Executive Assistant

Documents: [PAGOSA MOUNTAIN MORNING ROTARY CLUB SPECIAL EVENT PERMIT.PDF](#)

B. Special Events Permit For St. Patrick's Episcopal Church

This is an application for a Special Events Permit for St. Patrick's Episcopal Church to serve malt, vinous and spirituous liquor at 225 S. Pagosa Drive. The Sheriff has been notified of this event. The proper fees were collected and the premises was posted for the required ten

(10) days prior to today's hearing.

Presenter Tonya McCann
Presenter's Title Executive Assistant

Documents: [ST PATRICKS EPISCOPAL CHURCH SPECIAL EVENT PERMIT.PDF](#)

LAND USE REGULATION HEARING

A. Request To Open & Continue Public Hearing For Two Rivers Pit Major Sand & Gravel Permit

C&J Gravel Products, Inc, of Durango, Colorado, represented by Nathan Barton, Wasteline, Inc., have applied for a Major Sand & Gravel Permit for the proposed Two Rivers Pit, to be located on property owned by James and Leila Constant at 12500 County Road 500. On February 10, 2016, the Planning Commission continued their public hearing on this item to April 27, 2016. Staff is requesting the Board of County Commissioners open this noticed public hearing and continue consideration to the regular meeting of May 17, 2016.

Presenter John Shepard, AICP
Presenter's Title Planning Manager

CONSENT AGENDA

A. PAYROLL, PAYABLE WARRANTS AND PURCHASE CARDS

February 17, 2016 - March 1, 2016

B. REGULAR MEETING MINUTES

Regular Meeting Minutes of February 16, 2016

Draft of the Regular Meeting Minutes of February 16, 2016 for approval.

Documents: [MINUTES 2-16-16.PDF](#)

C. Letter Of Support For Upper San Juan Search And Rescue, Inc.

The Upper San Juan Search and Rescue, Inc. are submitting an application LPEA Grant. They are requesting grants funds to purchase climbing equipment and rope rescue equipment.

Documents: [LETTER OF SUPPORT FOR USJSR.PDF](#)

D. Consideration Of The Renewal Of A Liquor Or 3.2 Beer License For Piedra Peak General Store, LLC DbA Piedra Peak General Store

Responsible Staff Person: Tonya McCann, Executive Assistant

Documents: [RENEWAL - PIEDRA PEAK GENERAL STORE LIQUOR LICENSE.PDF](#)

E. Consideration Of The Renewal Of Liquor License For Pagosa Liquor, Inc. DbA Pagosa Liquor

Responsible Staff Person: Tonya McCann, Executive Assistant

Documents: [RENEWAL - PAGOSA LIQUOR.PDF](#)

F. Consideration Of Resolution 2016 - ____ To Consolidate 2 Lots Into 1 Lake Forest Estates Owned By Glenn E. Nicholson And Sandra G. Nicholson

This request is to consider the Resolution authorizing the consolidation of Lots 181 and 182 Lake Forest Estates, to become Lot 182X owned by Glenn E. Nicholson and Sandra G. Nicholson

Responsible Staff Person: John Shepard, County Planner

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

G. Consideration Of Resolution 2016 - _____ To Consolidate 2 Lots Into 1 Lake Hatcher Park Owned By Tim Blose And Janine Pearson

This request is to consider the Resolution authorizing the consolidation of Lots 218 and 219 Lake Hatcher Park, to become Lot 219X owned by Tim Blose and Janine Pearson

Responsible Staff Person: John Shepard, County Planner

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

H. Consideration Of Resolution 2016 - _____ To Consolidate 2 Lots Into 1 Lake Pagosa Park Block 6 Owned By Brenda Decker And Warren Decker

This request is to consider the Resolution authorizing the consolidation of Lots 19 and 20 Lake Pagosa Park Block 6, to become Lot 20X owned by Brenda Decker and Warren Decker.

Responsible Staff Person: John Shepard, County Planner

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

I. Consideration Of Resolution 2016 - _____ To Consolidate 2 Lots Into 1 Pagosa Highlands Estates Owned By Stephen M. Skultety And Joane C. Skultety

This request is to consider the Resolution authorizing the consolidation of Lots 408 and 409 Pagosa Highlands Estates, to become Lot 408X owned by Stephen M. Skultety and Joane C. Skultety

Responsible Staff Person: John Shepard, County Planner

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

J. Consideration Of Resolution 2016 - _____ To Consolidate 2 Lots Into 1 Pagosa In The Pines Unit 2 Owned By Doug Brown

This request is to consider the Resolution authorizing the consolidation of Lots 255 and 256 Pagosa in the Pines Unit 2, to become Lot 255X owned by Doug Brown.

Responsible Staff Person: John Shepard, County Planner

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

K. Consideration To Resolution 2016 - _____ To Consolidate 2 Lots Into 1 Twin creek Village Owned By Edgar W. Cowling And Diane M. Cowling

This request is to consider the Resolution authorizing the consolidation of Lots 905 and 906 Twin creek Village, to become Lot 905X owned by Edgar W. Cowling and Diane M. Cowling.

Responsible Staff Person: John Shepard, County Planner

Documents: [RESOLUTION - COWLING LOT CONSOLIDATION.PDF](#), [COWLING MG.PDF](#)

L. Consideration Of Resolution 2016 ____ Adopting An Updated Personnel Policy And Procedures Handbook For County Employees

Presenter Robert Smith
Presenter's Title Human Resources Manager

Documents: [PERSONNEL POLICY MANUAL.PDF](#), [RESOLUTION ADOPTING 2016 PERSONNEL POLICY AND PROCEDURES HANDBOOK.PDF](#)

NEW BUSINESS

A. Consideration And Approval Of The 2016 Annual Operating Plan For Wildland Fire

The purpose of this Annual Operating Plan is to set forth the standard operating procedures, agreed procedures, and responsibilities to implement cooperative wildland fire protection on all lands within Archuleta County.

Presenter Thad McKain
Presenter's Title Director of Emergency Management

Documents: [2016 AOP.PDF](#)

B. Consideration And Approval Of The 2016 Emergency Management Program Grant Application

For your consideration is the 2016 Emergency Management Program Grant Application, this grant provides operational funding that supports the Archuleta County Emergency Services function.

Presenter Thad McKain
Presenter's Title Director of Emergency Management

Documents: [2016 EMPG APPLICATION.PDF](#)

C. Consideration Of Resolution 2016 - ____ Adopting Salary Increases For All Of The Elected Officials Of Archuleta County And Further The Adoption Of The Senate Bill 15-288 Permissible Category Adjustments To Establish Archuleta County As A Category C County Providing For A Maximum 10% Increase For The Elected Officials Of The County

This Resolution is concerning the compensation paid to Archuleta County Elected Officials.

Presenter Michael Whiting
Presenter's Title County Commissioner

Documents: [RESOLUTION - SB 15-288.PDF](#)

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).

MEDIA QUESTIONS

COMMISSIONER COMMENTS

EXECUTIVE SESSION

Per C.R.S. 24-6-402(4):

The Board reserves the right to meet in executive session for any purposes allowed and announced prior to voting to enter into executive session.

ADJOURNMENT OF THE REGULAR BOCC MEETING

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

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT
 AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|------------------------------------|--|--|
| <input type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input checked="" type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE PAGOSA MOUNTAIN MORNING ROTARY CLUB	State Sales Tax Number (Required) 6986468
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2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) P.O. BOX 1345 PAGOSA SPRINGS, CO 81147	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) 230 PORT AVENUE PAGOSA SPRINGS, CO 81147
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NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE CINDY SCHULTZ, PRESIDENT	11/21/1965	64 Holiday Ave.; Pagosa Springs, CO	303-589-6410 (c)
5. EVENT MANAGER JENIFER PITCHER	3/01/2016	230 Port Ave.; Pagosa Springs, CO	970-731-5635

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
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8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
3/18/2016		4 P.	11 P.	4/23/2016		11 A.	12 A.								

OATH OF APPLICANT
 I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE 	TITLE Rotary Club Administrative Chair	DATE 2/10/2016
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)
 The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) ARCHULETA COUNTY	<input type="checkbox"/> CITY <input checked="" type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Pagosa Mountain Morning Rotary Club

is a

Nonprofit Corporation

formed or registered on 10/29/2011 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20111604626 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/09/2016 that have been posted, and by documents delivered to this office electronically through 02/10/2016 @ 15:24:28 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/10/2016 @ 15:24:28 in accordance with applicable law. This certificate is assigned Confirmation Number 9497217 .



A handwritten signature in blue ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

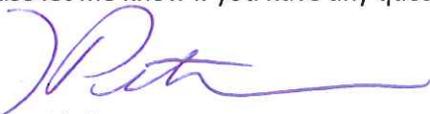
Pagosa Mountain Morning Rotary Club
PO Box 1345
Pagosa Springs CO 81147

Special Events License

To whom it may concern:

Pagosa Mountain Morning Rotary Club (PMMRC) has reserved the PLPOA Vista Clubhouse for the day of Friday, March 18, 2016 for a fundraising event. The PLPOA is granting permission to the Pagosa Rotary to sell alcoholic beverages while using the clubhouse for a fundraiser. The PLPOA Clubhouse is located at 230 Port Avenue in the Vista Subdivision.

Please let me know if you have any questions.



Jenifer Pitcher
Pagosa Lakes Property Owners Association
Lifestyle Coordinator
(970) 731-5635 X210 or jenp@plpoa.com

JAN 15 - TIMS

#LOCALVOCALS2016

Pagosa Lake Clubhouse-230 Port Ave.

Monthly Music and Dances

Brought to you by Pagosa Lakes in partnership with local non-profits

JANUARY-DECEMBER 2016 7-10PM

Thank you to The Tim Sullivan Band for playing at our January dance.

Not Pictured: Retro Cats March 18, 2016



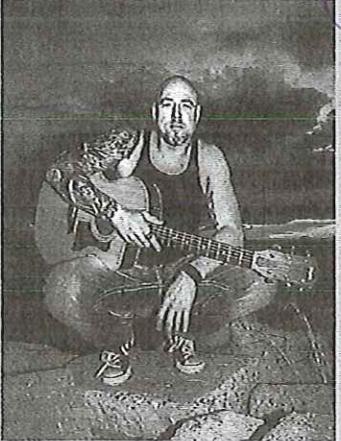
San Juan Mountain Boys

February 12, 2016 ✓
June 3, 2016
December 9, 2016



The Brooks-I Band

August 5, 2016
November 18, 2016
April 23, 2016



Dave Mensch

July 16, 2016 ✓
Brought to you by:
LASSO Horse Rescue



✓ **Variety Express**

May 6, 2016
Brought to you by:
Archuleta County Victims Assistance
September 16, 2016

PAGOSA LAKES
PROPERTY OWNERS ASSOCIATION

www.plpoa.com
jenp@plpoa.com
970-731-5635 ext. 210

400

3550

APR

400
SAT

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|------------------------------------|--|--|
| <input type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input checked="" type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR: 2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY 2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	DO NOT WRITE IN THIS SPACE LIQUOR PERMIT NUMBER
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1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>St. Patrick's Episcopal Church</i>	State Sales Tax Number (Required)
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2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <i>225 S. Pagosa Dr. Pagosa Springs, TX 81147</i>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <i>225 S Pagosa Dr. Pagosa Springs, TX 81147</i>
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NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES. SEC'Y OF OFG. or POLITICAL CANDIDATE <i>Ken Rogers</i>	<i>10-15-47</i>	<i>52 TRAPPERS DR PAGOSA SPRINGS, CO 81147</i>	<i>970 731-8339</i>
5. EVENT MANAGER <i>Ken Rogers</i>	<i>10-15-47</i>	<i>" "</i>	<i>303-902-5340-cell</i>

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
---	--

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
<i>3/12/2016</i>		<i>10:00</i>	<i>A.M.</i>												
		<i>4:00</i>	<i>P.M.</i>												

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE <i>Ken Rogers</i>	TITLE <i>Sr. warden</i>	DATE <i>2/12/2016</i>
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

APPLICATION INFORMATION AND CHECKLIST

THE FOLLOWING SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FOR A PERMIT TO BE ISSUED:

- Appropriate fee.
- Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.
Note: If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises.
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
- If ~~not~~ incorporated, a NONPROFIT charter; or
- If a ~~political~~ Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- APPLICATION MUST FIRST BE SUBMITTED TO THE LOCAL LICENSING AUTHORITY (CITY OR COUNTY) AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT.
- THE PREMISES TO BE LICENSED MUST BE POSTED AT LEAST TEN (10) DAYS BEFORE A HEARING CAN BE HELD. (12-48-106 C.R.S.)
- AN APPROVED APPLICATION MUST BE RECEIVED BY THE LIQUOR ENFORCEMENT DIVISION AT LEAST TEN (10) DAYS PRIOR TO THE EVENT.
- CHECK PAYABLE TO THE COLORADO DEPARTMENT OF REVENUE

(12-48-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

ST. PATRICK'S EPISCOPAL CHURCH, PAGOSA SPRINGS

is a

Nonprofit Corporation

formed or registered on 11/09/1998 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19981199524 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/10/2016 that have been posted, and by documents delivered to this office electronically through 02/11/2016 @ 09:02:25 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/11/2016 @ 09:02:25 in accordance with applicable law. This certificate is assigned Confirmation Number 9497989 .



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

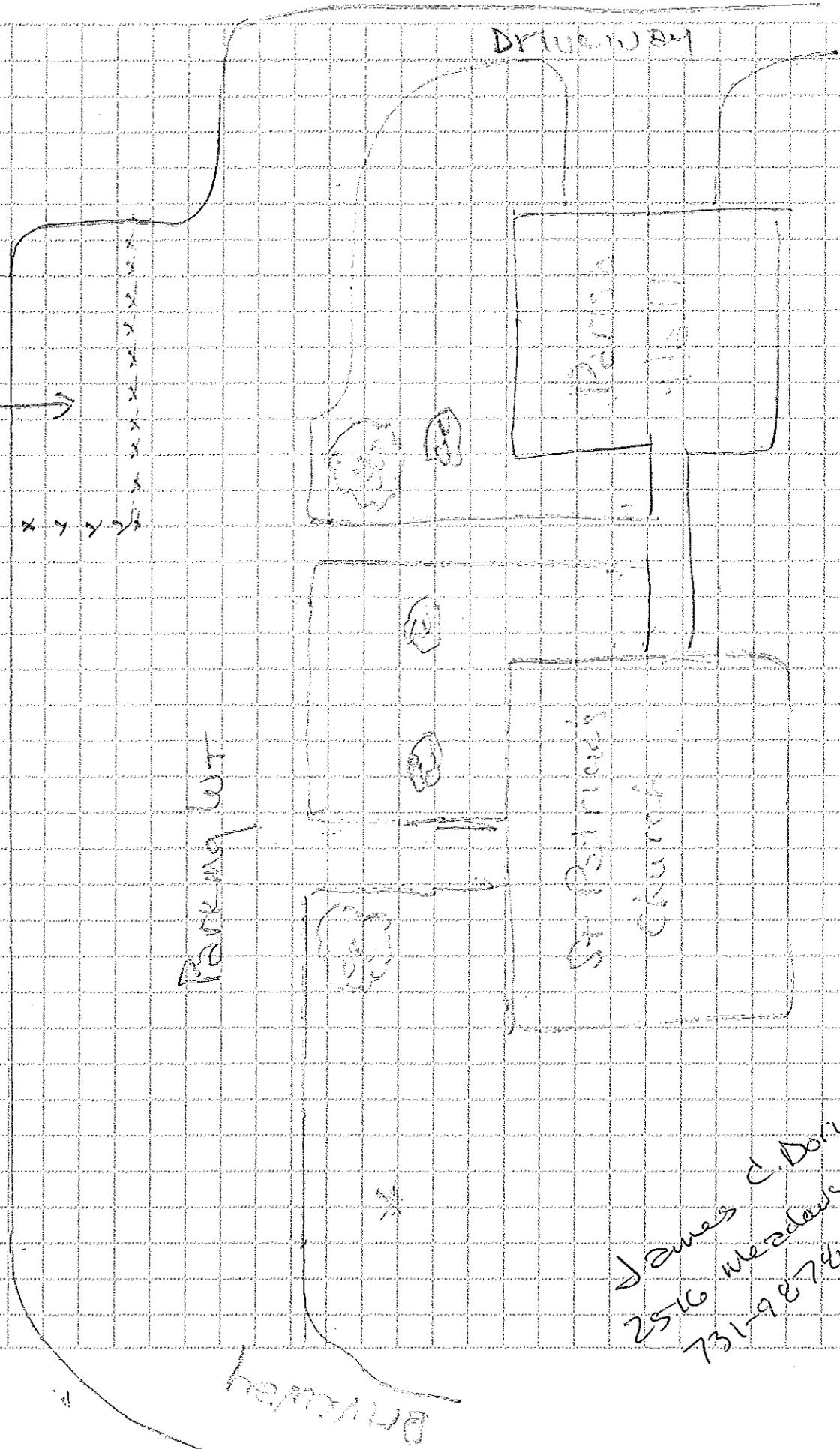
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Alcohol Sales Area -

Alcohol 75' x 25' - Road on the Area



PARKING LOT

DRIVEWAY

ST. PATRICK'S
CHURCH

James C. Donah
2516 W. Woodlands Dr
731-9878

BRICKLEY

February 16, 2016

**ARCHULETA COUNTY PROCEEDINGS
BOARD OF COUNTY COMMISSIONERS**

The Board of County Commissioners held a Regular Meeting on February 16, 2016 noting County Commissioners Michael Whiting, Clifford Lucero and Steve Wadley, County Administrator Bentley Henderson and County Attorney Todd Starr were 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.

Approval or Adjustments to Agenda

Commissioner Wadley moved to approve the agenda as presented for today. Commissioner Lucero seconded the motion and it carried unanimously.

Public Comments

Chairman Whiting stated that he was opening the floor to public comments for those wanting to comment on items 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.

There were none.

Report

A. Finance Department 4th Quarter Report-2015

Finance Director Larry Walton presented the fourth quarter report for 2015 to the Board. Mr. Walton advised that the fourth quarter ends in March so there still may be some changes. He also discussed several of 2015's positive outcomes:

*Sales Tax Revenue was 18% higher than it was in 2014. It was also \$665,000 above the 2015 budget and set a record for our County. When we factor out amounts received that related to prior years, it was still 15% than 2014.

*The annual PILT (Payment in Lieu of Taxes) was \$314,712 higher than budget, due to the Feds extending an emergency funding act for one more year.

*The primary source of revenue for the Solid Waste Fund (Landfill Fees) was 7% higher than expected and budgeted.

*None of the funds overspent their total expense budgets.

Chairman Whiting recessed the Regular Meeting and convened the Liquor Licensing Authority at 1:48 p.m.

Liquor Licensing Authority

Chairman Whiting swore in Tonya McCann Executive Assistant for testimony

A. Renewal of the Hotel & Restaurant Liquor License for Ho's Shanghai Corporation dba Shang Hai Restaurant

Executive Assistant McCann submitted a renewal for the Hotel & Restaurant Liquor License for Ho's Shanghai Corporation dba Shang Hai Restaurant to sell malt, vinous and spirituous liquor. The property was located at 20 Village Dr. The Sheriff's Office had completed their background check and there were no problems from last year. There were no changes from last year.

Chairman Whiting opened the floor for comments

Comments "In Favor of the Renewal"

There were none.

Closed "For the Renewal" and asked for comments "Against the Renewal"

Comments "Against the Renewal"

There were none.

Chairman Whiting closed public comment.

Commissioner Comments.

Commissioner Lucero asked Ms. McCann to confirm whether or not there had been any issues in the last year and she confirmed there were none.

Commissioner Lucero moved to approve the renewal of the Hotel & Restaurant for Ho's Shanghai Corporation dba Shang Hai Restaurant as presented. Commissioner Wadley seconded the motion and it carried unanimously.

B. Renewal of the Hotel & Restaurant Liquor License for Chavolo's Mexican Restaurant of Pagosa Springs, Inc. dba Chavolo's Mexican Restaurant

Executive Assistant McCann submitted a renewal for the Hotel & Restaurant Liquor License for Chavolo's Mexican Restaurant of Pagosa Springs, Inc. dba Chavolo's Mexican Restaurant to sell malt, vinous and spirituous liquor. The application was complete and all fees paid. The property is located at 301 N Pagosa Blvd. N1/2 of B1 & B2. The Sheriff's Office had completed their background checks and there had been no problems last year. There were no changes from last year.

Chairman Whiting opened the floor for comments

Comments in "Favor of the Renewal"

There were none.

Closed "For the Renewal" and asked for comments "Against the Renewal"

Comments "Against the Renewal"

There were none.

Chairman Whiting closed public comment.

Commissioner Comments.

There were none.

Commissioner Wadley moved to approve the renewal of the Hotel & Restaurant for Chavolo's Mexican Restaurant of Pagosa Springs, Inc. dba Chavolo's Mexican Restaurant as presented. Commissioner Lucero seconded the motion and it carried unanimously.

Chairman Whiting closed the Liquor License Authority and convened the Land Use Regulation Hearing at 1:51 p.m.

Land Use Regulation Hearing

Bentley Henderson called on Planning Manager, John Shepard and Chairman Whiting swore him in for testimony.

A. Pagosa Lakes Telecommunication Facility Development

Planning Manager Shepard presented a request to the Board for consideration. Black & Veatch, representing Verizon Wireless, was in the process of requesting approval to re-zone a parcel in the PUD zone to establish a Development Plan, for property owned by the Pagosa Lakes Property Owner's Association. On January 27, 2016, the Planning Commission continued their public hearing on this item to their regular meeting on February 24, 2016. Staff was requesting the Board open this noticed public hearing and set a new Hearing for March 8, 2016 at 5:00 p.m. The Land Use Public Hearing will be held at the Emergency Operations Center at 777 Piedra Road.

County Attorney Todd Starr advised the Board that they should not receive any testimony concerning the possible health concerns of cell towers.

The recording device appeared to have failed at this time (1:55pm or 24 min 40 sec into the meeting) and Chairman Whiting called a 5 minute recess to allow time to remedy the situation. During that 5 minute period a substitute recorder was borrowed from Executive Assistant Tonya McCann.

Chairman Whiting reconvened the Land Use Regulation hearing at 2:00 p.m. and called for a motion. Commissioner Lucero moved to continue the land use hearing and Commissioner Wadley seconded the motion.

County Attorney Todd Starr stated for the record that during the recess there was no discussion about the content of the cell tower. Chairman Whiting stated that one citizen did approach to discuss dates and deadlines related to the matter but there was no discussion about the content, and Commissioner Wadley stated for the record that he was out of the room during the recess.

Chairman Whiting stated he had a motion and a second and called for a vote. The motion carried unanimously.

Chairman Whiting closed the land use hearing and reconvened the regular meeting at 2:01pm. At that time, the original recording device began recording the meeting again.

Consent Agenda

- A. Payroll & Payable Warrants for February 3 through February 16, 2016
- B. Regular Meeting Minutes
February 02, 2016
- C. Resolution 2016-13 Lot Consolidation of lots in Reserve at Pagosa Peak Phase 2 for owner Valerie Ann Green
- D. Resolution 2016- 14 Lot Consolidation of lots in Lake Pagosa Park owned by Anthony Lucciardello

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

New Business

A. Waiver of Fees for Pagosa Springs Medical Center

County Administrator Henderson submitted a request from the Pagosa Springs Medical Center. They are in the process of beginning their addition to the current hospital adding space. They had already received a waiver from the Town of Pagosa Springs in the amount of \$89,086.60 and the Fire Protection District in the amount of \$17,413.50. They were now asking for waiver of dump fees from the County. They estimate 70 trips hauling 30 cubic yard dumpsters for an approximate total of 2,100 cubic yards. Brad Cochennet of 1135 Park Avenue, CEO of Pagosa Springs Medical Center addressed the Board. He described the project and asked the Commissioners to waive the dump fees.

- Commissioner Wadley encouraged everyone in the community to donate. He stated the County is in a tough spot because solid waste is an enterprise fund and it has to pay its own way.
- Commissioner Lucero stated that the County does want to do something but we can't do the whole thing.
- Chairman Whiting stated that any deficit in the enterprise fund would come from the General Fund.

Commissioner Lucero moved to approve a \$1000.00 waiver of dump fees and Commissioner Wadley seconded the motion. Chairman Whiting called for a vote, Commissioners Lucero and Wadley voted yes and Chairman Whiting voted no. The motion carried two to one.

B. Pagosa Area Geothermal Water & Power Authority Funding Request

County Administrator Henderson Introduced Don Volger, Mayor of the Town of Pagosa Springs, who resides at 162 Hermosa Street. Mayor Volger stated that at their February 8, 2015 meeting, the Board of Directors of the Pagosa Area Geothermal Water and Power Authority (PAGWAPA) approved the continued pursuit of additional information regarding geothermal resources in Archuleta County. To that end, the Board authorized him to represent them in a funding request of the Board of County Commissioners for \$44,500 to support additional exploration. The funding issue came to the forefront with the decision of the Department of Energy to withdrawal their funding in the spring of 2015. This development had a devastating impact on PAGWAPA's ability to continue with any exploratory efforts. Their plan is to renegotiate the present Energy Impact Assistance Fund Grant for both a time extension and a change in the local match requirement. They are also asking the two governmental partners for additional funding for exploration. Their request today is for an amount not to exceed \$44,500 and the request is contingent upon the following items:

Department of Local Affairs (DOLA) matching 75% to 25%, and accepts the renegotiated terms including an extension and payment up front instead of a reimbursement;
Pagosa Waters paying \$75,000;
Pagosa Verde paying \$23,000; and
The Town of Pagosa paying an amount not to exceed \$44,500.

Chairman Whiting called for a motion. Commissioner Wadley moved to approve funding an amount not to exceed \$44,500.00 contingent upon DOLA providing 75% of the cost of the well, Pagosa Waters contributing \$75,000, Pagosa Verde contributing \$23,000, The Town of Pagosa Springs contributing \$44,500 and DOLA advances the funding instead of it being on a reimbursement basis. Commissioner Lucero Seconded the motion.

County Attorney Starr asked for clarification about what if DOLA offers to pay 60% of the well and the cost needed from the County is still less than \$44,500? Greg from PAGWAPA advised that the Authority agreed that they would condition any approvals on the 75% renegotiation.

Chairman Whiting opened the floor to public comment

- Dave West 55 Woodward Drive wanted to know how much we have invested at this time.
 - Chairman Whiting responded the original investment was about \$260,000.00 and tens of thousands of dollars in staff time.
- Dave West asked what we have to show for our investment.
 - Chairman Whiting replied that for our investment we attracted several million dollars in DOLA money that went to exploring and gathering data to help us more clearly define the resources we are standing on top of.
- Dave West asked where the data set and has anyone else asked to look at the data?
- County Attorney Todd Starr mentioned that he was concerned about public comment turning into a dialog. Chairman Whiting agreed and said that anyone of the Commissioners could respond to the questions right afterwards.
- Bill Hudson, 1268 Hermosa Street wanted to remind the Commissioners that the group the Commissioners are going to fund to drill the hole, drilled a hole last year, it took twice as long, and it cost twice as much. He said they then drilled shallow holes that provided no data that we can tell and have not provided the data to the Board. He hopes the vote is no.

Chairman Whiting closed public comment and asked for Commissioner comments.

- Commissioner Wadley stated that the reason he decided to get into this is because he thinks we have a chance now to create jobs that are not service industry jobs. He realizes this is a risk and he thinks the risk reward is on the very much on the edge but for him it is high enough to move forward and take a chance at creating jobs in the area.
- Chairman Whiting stated that he has been involved with Geothermal from the get go and has served on all of the boards. It has been a series of difficult decisions, but he feels everything is finally hitting on all eight cylinders. He said he's in an odd position given his positions on renewables, his passion for the community and his commitment to geothermal and it gives him the luxury of voting more symbolically than anything, when and if he votes no, because it has zero effect on the velocity of the project.
- Commissioner Lucero stated that this is an opportunity for this community to get some jobs. He doesn't want to stop the project because we don't know what the temperature is down there and we have the chance to find out. He voted no at the PAWGWAPA meeting because he didn't have the political will but he's thought about it and it has a lot of potential and he hopes it works.
- Chairman Whiting added that we expected by now that private capital would be waiting in the wings. We need to be more demanding when it comes to our minority partners in their efforts to attract private capital.

Chairman Whiting called for a vote. Commissioners Lucero and Wadley approved and Chairman Whiting denied the motion. The motion carried two to one.

Public Comment

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

Dave West of 55 Woodward Drive said he would like to see someone contacting the School of Mines about methods of setting off small explosions in a pattern reading back results with different instrumentation. If we did that he would feel better about investing more money in this. Until we do that he doesn't want to see any further commitments.

Bill Hudson of 268 Hermosa Street wanted to express his appreciation of Mr. Starr's urging that the board not discuss land use issues before they come before a public hearing. He stated that not all local governments are following that pattern. He stated that he has a friend who works for one of the highest paying agricultural business's in town, trimming pot plants, she just got her 2nd raise and she's making \$11.00 per hour. He said he is sorry that the Commissioners funding an exploration that is aimed at agricultural jobs that as Commissioner Whiting said, millions of dollars of tax payer money has been spent to create \$11.00 dollar an hour jobs.

Chairman opened the floor for media questions

February 16, 2016

There were none.

Chairman Whiting stated that there have been great studies of what kind of hourly wage is required to live in Archuleta County and he thinks it's between \$12 and \$13 an hour jobs. He doesn't think the government should subsidize any business whose wages are lower than that amount.

With no further business coming before the Board, the meeting was adjourned at 2:37 p.m.

June Madrid
County Clerk & Recorder

Approved this 2nd day of March, 2016.

Michael Whiting, Chairman



March 1, 2016

To Whom It May Concern:

The Board of County Commissioner are writing this reference letter in support of Upper San Juan Search and Rescue, Inc., (USJSAR). USJSAR has been active in the community for over 11 years. They are a highly organized and effective organization that continues to contribute greatly within the community and remote reaches of the County.

As an all-volunteer organization, they do an outstanding job responding to calls for search and rescue missions, year round. Archuleta County is grateful to these dedicated individuals who put the wider community before themselves, epitomizing the statement that USJSAR members volunteer to provide these services so that others may live.

In conclusion, the Board of County Commissioners endorse Upper San Juan Search and Rescue, Inc. without reservation.

Sincerely,

Michael Whiting, Chairman
Archuleta County Commissioner

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

PIEDRA PEAK GENERAL STORE
 PO BOX 1935
 ARBOLES CO 81121

Fees Due	
Renewal Fee	\$312.50
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name PIEDRA PEAK GENERAL STORE LLC		DBA PIEDRA PEAK GENERAL STORE		
Liquor License # 14729510000	License Type Liquor Store (county)	Sales Tax License # 14729510000	Expiration Date 5/1/2016	Due Date 3/17/2016
Operating Manager JOSHUA WAGNER	Date of Birth 4-30-79	Home Address 682 NAVAJO RD. PAGOSA SPRGS CO 81147		
Manager Phone Number 970-759-8823	Email Address betsy.pacz1135@hotmail.com			
Street Address 53 COUNTY ROAD 982 ARBOLES CO 81121				Phone Number (970) 883 2505
Mailing Address PO BOX 1935 ARBOLES CO 81121				

- Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease 5/31/2017
- Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business JOSHUA L. WAGNER	Title MEMBER
Signature <i>Joshua L. Wagner</i>	Date 5-19-16

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For	Date
Signature	Title
	Attest

Net Lease

1. Names

This lease is made by Outlaw Ventures, a Colorado limited liability company (Landlord), and Piedra Peak General Store LLC, a Colorado limited liability company (Tenant).

2. Premises Being Leased

Landlord is leasing to Tenant, and Tenant is leasing from Landlord, the following premises:

53 County Road 982
Arboles, Colorado 81121

3. Term of Lease

This lease begins on May 31, 2016 and ends on May 31, 2017.

4. Rent

Tenant will pay rent in advance on the 20th day of each month.

Tenant's first rent payment will be on June 20, 2016. Tenant will pay rent of \$1,600 per month for the entire term of the lease. Rent will remain the same for the entire term of the lease.

5. Option to Extend Lease

Landlord grants Tenant the option to extend this lease for an additional year on the same terms except as follows:

Rent will remain the same.

Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. To exercise this option, Tenant must give Landlord written notice on or before May 1, 2016.

6. Improvements by Landlord

Tenant accepts the premises in "as is" condition. Landlord need not provide any repairs or improvements before the lease term begins.

7. Improvements by Tenant

Tenant may make alterations and improvements to the premises after obtaining the Landlord's written consent, which will not be unreasonably withheld. At any time before this lease ends, Tenant may remove any of Tenant's alterations and improvements, as long

as Tenant repairs any damage caused by attaching the items to or removing them from the premises.

8. Tenant's Use of Premises

Tenant will use the premises for the following business purposes:

Tenant may conduct business as a convenience store, gas station, liquor store and cafe from the premises. If tenant chooses to do the needed renovations of the existing motel on the premises, then tenant may also conduct business for the motel as well. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld.

Tenant will also use the premises for purposes reasonably related to the main use.

9. Landlord's Representations

Landlord represents that:

- A. At the beginning of the lease term, the premises will be properly zoned for Tenant's stated use and will be in compliance with all applicable laws and regulations.
- B. The premises have not been used for the storage or disposal of any toxic or hazardous substance and Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substance from the property.

10. Utilities and Services

Tenant will pay for all utilities and services, including water, electricity and gas. This includes the electricity or gas needed for heating and air conditioning.

11. Maintenance and Repairs

- A. Tenant will maintain and make all necessary repairs to: (1) the roof, structural components, exterior walls and interior walls of the premises, and (2) the plumbing, electrical, heating, ventilating and air-conditioning systems.
- B. Tenant will clean and maintain (including snow removal) the parking areas, yards and exterior of the premises so that the premises will be kept in a safe and attractive condition.

12. Insurance

- A. Tenant will carry fire and extended coverage insurance on the building in the amount of at least \$200,000; this insurance will include Landlord as an additional

insured party.

- B.** Tenant will carry public liability insurance, which will include Landlord as an additional insured. The public liability coverage for personal injury will be in at least the following amounts:
 - \$100,000 per occurrence, and
 - \$1,000,000 in any one year.
- C.** Landlord and Tenant release each other from any liability to the other for any property loss, property damage or personal injury to the extent covered by insurance carried by the party suffering the loss, damage or injury.
- D.** Tenant will give Landlord a certificate of insurance covering all insurance policies that this lease requires Tenant to obtain.

13. Taxes

- A.** Tenant will pay all real property taxes levied but not assessed against the premises during the term of this lease.
- B.** Tenant will pay all personal property taxes levied and assessed against Tenant's personal property.

14. Subletting and Assignment

Tenant will not assign this lease or sublet any part of the premises without the written consent of Landlord. Landlord will not unreasonably withhold such consent.

15. Damage to Premises

- A.** If the premises are damaged through fire or other cause not the fault of Tenant, Tenant will owe no rent for any period during which Tenant is substantially deprived of the use of the premises.
- B.** If Tenant is substantially deprived of the use of the premises for more than 90 days because of such damage, Tenant may terminate this lease by delivering written notice of termination to Landlord.

16. Notice of Default

Before starting a legal action to recover possession of the premises based on Tenant's default, Landlord will notify Tenant in writing of the default. Landlord will take legal action only if Tenant does not correct the default within ten days after written notice is given or mailed to Tenant.

17. Quiet Enjoyment

As long as Tenant is not in default under the terms of this lease, Tenant will have the right to occupy the premises peacefully and without interference.

18. Eminent Domain

This lease will become void if any part of the leased premises or the building in which the leased premises are located are taken by eminent domain. Tenant has the right to receive and keep any amount of money that the agency taking the premises by eminent domain pays for the value of Tenant's lease, Tenant's loss of business and for moving and relocation expenses.

19. Holding Over

If Tenant remains in possession after this lease ends, the continuing tenancy will be from month to month.

20. Disputes

If a dispute arises, either party may take the matter to court.

21. Additional Agreements

There are no additional agreements.

22. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

23. Successors and Assignees

This lease binds and benefits the heirs, successors and assignees of the parties.

24. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier.

25. Governing Law

This lease will be governed by and construed in accordance with the laws of the state of Colorado.

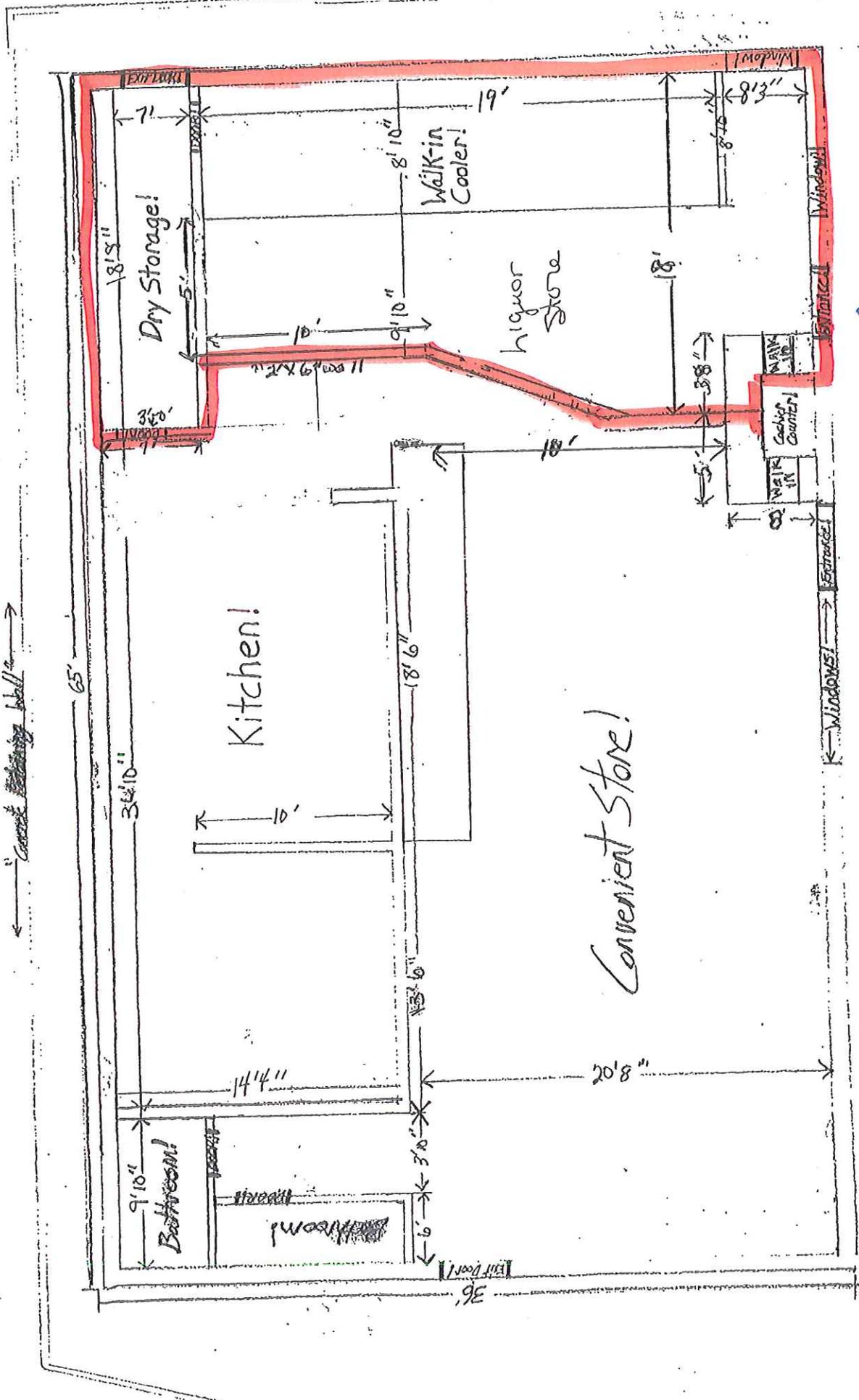
TENANT

Piedra Peak General Store LLC,
a Colorado limited liability company
53 C.R. 982
PO Box 1935
Arboles, Colorado 81121

Dated: 1-19-16

By: Joshua L. Wagner
Joshua L. Wagner
Owner

Concrete Retaining Wall



Separate Entrance
Interior public
no connection to
Store on the left



**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

PAGOSA LIQUOR
 30 NORTH PAGOSA BLVD
 PAGOSA SPRINGS CO 81147

Fees Due	
Renewal Fee	\$312.50
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	312.50

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name PAGOSA LIQUOR INC		DBA PAGOSA LIQUOR		
Liquor License # 07939040000	License Type Liquor Store (county)	Sales Tax License # 07939040000	Expiration Date 4/29/2016	Due Date 3/15/2016
Street Address 30 B NORTH PAGOSA BLVD PAGOSA SPRINGS CO 81147				Phone Number (970) 946 4930
Mailing Address 30 NORTH PAGOSA BLVD PAGOSA SPRINGS CO 81147				
Operating Manager Corey Stockton	Date of Birth 6.5.1982	Home Address 188 Inspiration Dr. Pagosa Springs Co 81147	Phone Number 970 946 4930	
<p>1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Is the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>July 1, 2020</u></p> <p>2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.</p> <p>3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>6. SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS: Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.</p>				

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business Corey Stockton	Title President
Signature	Date

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For	Date
Signature	Title
	Attest

THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES.
THE PARTIES SHOULD CONSULT LEGAL COUNSEL BEFORE SIGNING.

COMMERCIAL LEASE
(Gross)

This Commercial Lease (the "Lease") is made on July 15, 2021 (date) and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below); all costs, charges, and expenses which Tenant assumes, agrees, or is obligated to pay to Landlord pursuant to the Lease (the "Additional Rent"); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in the Lease.

PARTIES, PREMISES, AND DEFINED TERMS

1. Landlord: Corey Stockton
a(n) _____ [Individual, Company or Type of Entity], (the "Landlord").

2. Tenant: Pagosa Liquor Inc.
a(n) _____ [Individual, Company, or Type of Entity], (the "Tenant").

3. Premises: Landlord is the owner of certain real estate legally described as 26-30 North Pagosa Blvd. Pagosa Springs, CO 81147
_____ in Archuleta [insert county],

Colorado (the "Real Estate"). The Real Estate is improved with a _____
_____ [insert description of building or buildings] (the "Improvements") (the Real Estate and the Improvements are collectively referred to as the "Property"). Landlord hereby leases and demises to Tenant the following described portion of the Property: Address ~~30 North Pagosa Blvd~~ 30 North Pagosa Blvd, Suite B, consisting of Approx 600 square feet (the "Premises").

4. Term: Landlord Leases the Premises to Tenant from twelve o'clock noon on the 1st day of April, 2021, and until 11:59 p.m. on the 1st day of December, 2021 (the "Term"). Subject to Tenant's performance of all obligations under the Lease, including, without limitation, payment of Rent and Additional Rent, Tenant shall enjoy quiet possession of the Premises.

5. Rent: Rental for the first year of the Term is thirty six thousand dollars (\$36,000) and _____/100 Dollars (\$ 36,000.00) payable in equal installments of three thousand dollars (\$3,000) and _____/100 Dollars (\$ 3,000.00) in advance to Landlord on the first day of each calendar month for that month's rental before twelve o'clock noon, without notice (the "Rent"). Unless otherwise provided in the Lease, all payments due under the Lease, including Additional Rent, shall be mailed, or delivered to Landlord at the following address: 30 North Pagosa Blvd. Pagosa Springs, CO 81147
If the Term does not begin on the first day of the month, the Rent shall be prorated accordingly. Rent for subsequent years of the Term shall shall not be increased. In the event Rent is subject to increase, it shall be increased on the following basis: CPI Adjustment for closest regional area every year. Increase not to exceed ten percent (10%) per annum.

6. Option: Tenant shall shall not have the option to extend the Term, pursuant to the terms and conditions contained herein, for an additional ten years (10) period (the "Option"). In the event Tenant desires to exercise the Option, Tenant shall, at least 30 days before expiration of the Term, provide Landlord with written notice of its intent to exercise the Option. Rent shall be adjusted and payable as follows: CPI increase for closest local region. Adjusted yearly, not to exceed ten (10)% per annum.

The option shall only be exercisable provided that no Tenant Defaults currently exist and that no Tenant Defaults have occurred over the Term of the Lease which have not been cured by Tenant as provided by the Lease.

7. Security Deposit: Prior to occupying the Premises, Tenant shall keep on deposit with Landlord a security, cleaning, and damage deposit in the amount of _____ and _____/100 Dollars (\$ _____) as security for the return of the Premises at the expiration of the Term in as good condition as when Tenant entered the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of the Lease (the "Security Deposit").

8. Use: The Premises shall be used for Retail Liquor Store, provided this use conforms with applicable zoning regulations. Tenant shall not, without the prior written consent of Landlord, permit the Premises to be used for any other purpose.

9. Utilities/Additional Rent: Tenant shall be responsible for paying the following utilities upon the Premises, which charges shall be deemed Additional Rent: Electric Gas Water Sewer Phone Cable/Satellite T.V. Internet Access Refuse Disposal Other _____
If the Premises shares meter facilities for utilities, the charges shall be allocated to each tenant by Landlord based upon a reasonable basis. In the event Tenant fails to timely pay any of the aforementioned charges, it shall be deemed a Default. Landlord shall be responsible for any remaining utilities not specifically designated to be paid by Tenant, including utilities for Common Areas (as defined below).

10. Payment of Additional Rent: Additional Rent shall be paid by Tenant to Landlord in monthly installments concurrent with the Rent.

11. Late Payments: If any Rent, Additional Rent, or other payment is received later than _____ days after the date when due, the parties agree that Additional Rent in the amount of \$ _____ or _____ percent (_____%) of the outstanding sums shall also be due and payable. The addition of such amount and the collection thereof shall not operate to waive any other rights of Landlord for nonpayment of Rent, or for any other reason.

12. Repairs and Maintenance of the Premises: The Landlord Tenant shall maintain the foundation, exterior walls, and roof of the Improvements in good repair. The Landlord Tenant agrees to keep all the other improvements (including plate glass and other windows, window frames, and doors) upon the Premises repaired and maintained in good order as described in the Lease. The Landlord Tenant shall properly irrigate and care for all trees, shrubbery, and lawn and the Landlord Tenant shall keep all driveways, sidewalks, and parking areas on the Premises free and clear of ice and snow.

13. Parking: For the Term, Landlord grants to Tenant and its employees and invitees, at no additional charge, a Parking License. The Parking License is a non-exclusive license for the use of _____ parking spaces upon the Property (the "Parking License"). The Parking License shall be effective for the term of the Lease as defined below. Landlord and Tenant shall shall not designate specific spaces for the Parking License prior to commencement of the Term.

PREMISES

14. Common Areas: The common areas are all areas outside of the Premises upon the Property designated by Landlord for common use of Tenant, its employees, licensees, invitees, contractors, and Landlord (the "Common Areas"). Landlord grants to Tenant, its employees, licensees, invitees and contractors a non-exclusive license over such Common Areas of the Property necessary to the use and occupancy of the Premises and Parking License (the "Common Area License"). Said License shall be effective for the Term of the Lease. Tenant shall not use Common Areas for any type of storage, or parking of trucks, trailers, or other vehicles without the advance written consent of Landlord. All parking and Common Areas of Property shall at all times be subject to the management of Landlord, and are not part of the Premises. All use of the Common Areas shall be at the sole risk of Tenant, and Landlord is not liable for any damages, or injuries occasioned by such use. Landlord shall have the right, power, and authority to compile, promulgate, change, and modify all rules and regulations that it may, in its sole discretion, deem necessary for use of the Common Areas.

Tenant agrees to abide by and conform with all rules and regulations pertaining to such Common Areas. Landlord shall have the right to construct, maintain, and operate lighting facilities; to police and from time to time change the area, location, and arrangement of the Common Areas and facilities; to restrict employee parking to certain areas; to temporarily close all, or any portion of the Common Areas; to discourage non-customer parking; and to do and perform any and all such other acts in and to said Common Areas and facilities as Landlord shall determine in its sole and absolute discretion.

15. Condition of Premises and Representations: Tenant is familiar with the physical condition of the Premises and the Property. Except as may otherwise be provided in the Lease, Landlord makes no representations, or warranties as to the physical condition of the Premises, or the Property, or their suitability for Tenant's intended use. In the event that Landlord agrees to provide any renovations, build-out, or any other labor and materials for the improvement of the Premises, or any allowance for improvements to be effected by Tenant, such work, or allowance shall be specified and agreed to between the parties in a separate document appended to this Lease and which shall constitute a part of this Lease ("Work Letter"). Other than the work, if any, to be performed pursuant to Tenant's Work Letter, the Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. Landlord makes no representations, or warranties as to the suitability of the Premises for Tenant's intended use. Landlord further makes no representations, or warranties as to whether Tenant's intended use will necessitate changes, or alterations to the Premises in order to comport with local, state, or federal laws and regulations. Such laws and regulations include, but are not limited to: health code regulations, access regulations (including, but not limited to, the Americans with Disabilities Act), and zoning regulations. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any local, state, or federal laws and regulations because of Tenant's intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant's use of the Premises in violation of any local, state, or federal laws and regulations.

16. Check-In Inspection: Landlord and Tenant may conduct an inspection of the Premises at the time of possession. A check-in inspection sheet may be completed at that time and the information contained therein shall be sufficient and satisfactory proof of the condition of the Premises at the time of possession, should a subsequent dispute arise at a later date as to the condition of the Premises at the time of move-in.

17. Use of Premises: Tenant, in consideration of the leasing of the Premises, agrees as follows:

a. Use of Premises: To use and occupy the Premises solely as and for the use specified in Paragraph 8 of the Lease. Landlord's consent to the aforementioned use is not an assurance, or warranty that the Premises' attributes are sufficient for Tenant's use. Tenant represents and warrants that it has conducted sufficient due diligence to assure itself that the Premises are suitable for its use, and that such use is permitted by applicable law. Landlord expressly reserves its right to lease space within the Property as it sees fit, unless explicitly prohibited by other provisions in the Lease. Landlord's demise of the Premises to Tenant does not preclude Landlord from leasing other parts of the Property to other tenants who may be viewed objectively, or subjectively as competing with Tenant.

b. Signage: Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with size and other requirements of Landlord and as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances. All signage shall conform to aesthetic and design criteria, themes, and standards of the Property and the Improvements. Additionally, Landlord may provide signage space on a common, or community sign located on the Property.

c. Vacancy: It will be deemed a Default of the Lease if the Premises are left vacant and unoccupied for over thirty (30) days. In addition to other remedies contained in the Lease, the Landlord may, without being obligated to do so, and without terminating the Lease, retake possession of the Premises and relet, or attempt to relet them for such rent and upon such conditions as the Landlord deems best, making such changes and repairs as may be required, giving credit for the amount of rent so received, less all expenses of such changes and repairs. Tenant shall be liable for the balance of the Rent and Additional Rent herein reserved until the expiration of the Term.

d. Legal Compliance: Tenant and its licensees and invitees shall comply with and abide by all federal, state, county, and municipal laws and ordinances in connection with the occupancy and use of the Premises. Tenant and its licensees and invitees may not possess, or consume alcoholic beverages on the Premises unless they are of legal age. No alcoholic beverages shall be sold upon the Premises unless proper licenses have been obtained. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person occupying or present upon the Premises) shall be permitted upon the Premises. Tenant hereby covenants and agrees to use its reasonable efforts to prevent and preclude its employees, guests, invitees, etc. from the aforementioned illegal conduct. Tenant and its licensees and invitees shall not use the Premises in any way that may result in an increase of the rate or cost to the Landlord to insure the Property. No hazardous or dangerous activities are permitted upon the Premises.

e. **Additional Prohibitions:** Neither Tenant nor its subtenants, licensees, volunteers, employees, guests, or invitees shall act in any manner that would interfere with, or be a nuisance to, other subtenants, occupants, or invitees of the Premises, or adjacent property owners, or adjacent tenants, or that would interfere with those other parties' quiet enjoyment of their premises. Said prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of Landlord, co-tenants, or any person living on or near the Premises. Tenant shall keep all portions of the Premises in a clean, safe, sanitary, and habitable condition.

f. **Pets and Animals:** Pets or animals shall shall not be permitted upon the Premises.

g. **Storage/Trash:** Tenant shall store all personal property entirely within the Premises. Tenant shall store all trash and refuse in adequate containers within the Premises, which Tenant shall maintain in a neat and clean condition, or within designated Common Areas so as not to be visible to members of the public in, or about the Property, and so as not to create any health or fire hazard.

h. **Hazardous Material Prohibited:** Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in, or about the Premises by Tenant, its agents, employees, contractors, or invitees. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused, or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is responsible to Landlord for resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

i. **Quiet Enjoyment:** Landlord agrees that upon Tenant paying the Rent and performing Tenant's obligations under the Lease, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Term or until the Lease is terminated pursuant to its terms. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers of Landlord's interest in the Premises or in the Property, other than a transfer for security purposes only, the Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

j. **Rules and Regulations:** Landlord shall provide Tenant with a copy of all rules and regulations affecting the Premises, and Tenant shall abide by all such rules and regulations.

18. **Subletting or Assignment:** Tenant shall not sublet the Premises or any part thereof, nor assign the Lease or any interest therein, without the prior written consent of Landlord. Such consent shall be at the sole discretion of Landlord. As a condition of assignment or sublease, Landlord may require the continued liability of Tenant or a separate personal guaranty by Tenant or its principal. If Tenant is a corporation, limited liability company, or other entity that is not a natural person, any change in ownership of more than thirty percent (30.0%) (over any period) of the ownership interest shall be deemed an assignment of the Lease. In the event an assignment or sublease is permitted, all payments from assignee or sublessee shall be made directly by said party to Landlord, and not through Tenant.

19. **Surrender of Premises:** Tenant will return the Premises to Landlord at the expiration of the Term in as good order and repair as when Tenant took possession, loss by casualty and normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. In the event that Tenant fails to redeliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement, and cleaning. The cost of any work necessitated shall be deducted from the Security Deposit; if the Security Deposit is insufficient to cover work performed, Tenant shall be obliged to pay the additional balance.

20. **Removal of Fixtures/Redelivery:** Tenant shall remove, at the termination of the Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property that are not permanently affixed to the Premises. Tenant shall remove the alterations and additions and signs made by Tenant as Landlord may request and repair any damage caused by such removal. Tenant shall peacefully yield up the Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove); and all fixtures, furnishings, floor coverings, and equipment that are permanently affixed to the Premises which shall thereupon become the property of the Landlord. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord.

PAYMENTS

21. **Payments/Dishonored Checks:** Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Dishonored checks and any checks received late in the mail will be treated as late payments. Additional bank and handling charges may also be assessed in the event of a dishonored check. The

foregoing items shall be deemed Additional Rent. Landlord may require Tenant to replace such dishonored check with a money order, cashier's check, or other good funds. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or other good funds.

22. Partial Payment: If any partial payment is made by Tenant, it shall be allocated first to the payment of Additional Rent, including, without limitation, utilities (if applicable) and other expenses; and second to unpaid Rent. Acceptance by Landlord of any partial payment shall not waive the right of Landlord to require immediate payment of the unpaid balance of Rent or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.

23. No Offset: No assent, express or implied, to any Default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

24. Joint and Several Obligations of Tenant: In the event more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease. This means that all persons comprising Tenant are each, together and separately, responsible for all of Tenant's obligations. Landlord may, at its option, determine whom to hold responsible.

SECURITY DEPOSIT

25. Security Deposit:

a. Security Deposit: To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in the Lease to be observed and performed, Tenant shall deposit with Landlord the Security Deposit prior to commencement of the Lease. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise.

b. Application of Security Deposit: The parties agree: (1) that the Security Deposit or any portion thereof, may be applied to the curing of any Default that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied, which shall be added to the Security Deposit so it will be restored to its original amount; (2) that should the Premises be conveyed by Landlord, the Security Deposit or any portion thereof may be turned over to Landlord's grantee, and if the Security Deposit is turned over, Tenant agrees to look to such grantee for such application or return; (3) that Landlord shall not be obligated to hold the Security Deposit as a separate fund; (4) that should the Rent be increased, the Security Deposit shall be increased in the same proportion within thirty (30) days of such Rent increase; and (5) that should a Default occur, Landlord may, as an additional remedy, increase the Security Deposit at its sole discretion.

c. Return of Security Deposit: If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

REPAIRS AND MAINTENANCE

26. Improvements, Repairs and Maintenance: Subject to the limitations set forth in Paragraphs 27 and 28 below, either Landlord or Tenant, as specified in Paragraph 12 above, shall be responsible for the cost and condition of the respective improvements, repairs, and maintenance relating to all structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances, and glass used in connection with the Premises.

27. Landlord's Limited Responsibility: In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Landlord shall be responsible for: (i) any repairs, replacements, restorations, or maintenance that have been necessitated by reason of ordinary wear and tear, and (ii) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces, or acts of God, or by fire not caused by Tenant. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse of Tenant, its agents, employees, customers, licensees, invitees, or contractors shall be paid by Tenant to Landlord promptly upon billing. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to

be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Base and Additional Rent or damages, or be deemed an eviction of Tenant in whole or in part.

28. Tenant's Allowed Responsibilities: In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Tenant shall not perform or contract with third parties to perform any repairs of any kind upon the Premises or structure upon which the Premises are located. In the event any repair that is the responsibility of Landlord becomes necessary, Tenant shall notify Landlord as soon as possible, and allow reasonable time for the work to be completed. Any unauthorized work performed or contracted for by Tenant will be at the sole expense of Tenant.

29. Tenant's Duty to Repair: In the event Paragraph 12 of the Lease provides for Tenant's responsibility for certain repair and maintenance, Tenant shall, at Tenant's sole cost and expense, maintain the Premises, including, but not limited to, the plumbing, exterior plate glass, other windows, and window frames, electric wiring, HVAC equipment, fixtures, appliances, and interior walls, doorways, and appurtenances belonging thereto installed for the use or used in connection with the Premises (and including the foundation, exterior walls, and roof of the Improvements, if so provided in Paragraph 12). Tenant shall, at Tenant's own expense, make as and when needed all repairs to the Premises and to all such equipment, fixtures, appliances, and appurtenances necessary to keep the same in good order and condition. Tenant repairs shall include all replacements, renewals, alterations, and betterments (the "Tenant Repairs"). All Tenant Repairs shall be equal or better in quality and class to the original work. In the event Tenant fails to complete Tenant Repairs, Landlord may obtain them and bill Tenant for such work as Additional Rent.

30. Tenant Improvements: Unless otherwise provided in the Work Letter, Tenant shall be solely responsible for any and all improvements and alterations within the Premises necessary for Tenant's intended use of the Premises, including, but not limited to, electrical wiring, HVAC, plumbing, framing, drywall, flooring, finish work, telephone systems, wiring, and fixtures necessary to finish the Premises to a condition suitable for Tenant's use (the "Tenant Work").

31. Improvements/Prior Landlord Consent: Tenant agrees to submit to Landlord complete plans and specifications, including engineering, mechanical, and electrical work covering any and all contemplated Tenant Work, if applicable, and any subsequent improvements or alterations of the Premises. The plans and specifications shall be in such detail as Landlord may require, and in compliance with all applicable statutes, ordinances, regulations, and codes. As soon as reasonably feasible thereafter, Landlord shall notify Tenant of any failures of Tenant's plans to meet with Landlord's approval. Tenant shall cause Tenant's plans to be revised to the extent necessary to obtain Landlord's approval. Tenant shall not commence any Tenant Work, or any other improvements, or alterations of Premises until Landlord has approved Tenant's plans.

32. Tenant Work and Repairs/Compliance with Codes/Mechanic Liens: Tenant shall procure all necessary permits before undertaking Tenant Work or Tenant Repairs. Tenant shall perform all Tenant Work or Tenant Repairs in a good and workmanlike manner. Tenant shall use materials of good quality and perform Tenant Work or Tenant Repairs only with contractors previously approved of in writing by Landlord. Tenant shall comply with all laws, ordinances, and regulations, including, but not limited to, building, health, fire, and safety codes. Tenant hereby agrees to hold Landlord and Landlord's agents harmless and indemnified from all injury, loss, claims, or damage to any person or property (including the cost for defending against the foregoing) occasioned by, or growing out of Tenant Work or Tenant Repairs. Tenant shall promptly pay when due the entire cost of any Tenant Work or Tenant Repairs on the Premises undertaken by Tenant, so that the Premises shall at all times be free of liens for labor and materials. Tenant hereby agrees to indemnify, defend, and hold Landlord harmless of and from all liability, loss, damages, costs, or expenses, including reasonable attorneys' fees, incurred in connection with any claims of any nature whatsoever for work performed for, or materials, or supplies furnished to Tenant, including lien claims of laborers, materialmen, or others. Should any such liens be filed or recorded against the Premises or the Improvements with respect to work done for, or materials supplied to, or on behalf of Tenant, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within five (5) days after notice thereof. If Tenant desires to contest any such claim of lien, Tenant shall nonetheless cause such lien to be released of record by the posting of adequate security with a court of competent jurisdiction as may be provided by Colorado's mechanic's lien statutes. If Tenant shall be in default in paying any charge for which such mechanic's lien or suit to foreclose such lien has been recorded or filed and shall not have caused the lien to be released as aforesaid, Landlord may (but without being required to do so) pay such lien or claim and any associated costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due from Tenant to Landlord as Additional Rent.

33. Common Area Maintenance: Landlord shall use reasonable efforts to maintain and repair Common Areas of Property, including walks and parking lots. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse by Tenant, its employees, licensees, invitees, or contractors shall be paid by Tenant to

Landlord. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part.

34. **Keys/Locks:** Tenant shall not place any additional locks upon the Premises, including, but not limited to, exterior and interior doors. Tenant shall not cause any of the locks or cylinders therein to be changed or re-keyed.

35. **Waste/Rubbish Removal:** Tenant shall not lay waste to the Premises. Tenant shall not perform any action or practice that may injure the Premises or Property. Tenant shall keep the Premises and the Property surrounding the Premises free and clear of all debris, garbage, and rubbish. Unless otherwise provided for in the Lease, Tenant shall be responsible for contracting for and paying for trash and debris removal required by Tenant's use of the Premises.

DEFAULT, NOTICE AND REMEDIES

36. **Default:** If Tenant is in arrears in the payment of any installment of Rent, any Additional Rent, or any portion thereof, or is in violation of any other covenants or agreements set forth in the Lease (a "Default") and the Default remains uncorrected for a period of three (3) days after Landlord has given written notice thereof pursuant to applicable law, then Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (a) declare the Term of the Lease ended; (b) terminate Tenant's right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (c) recover all present and future damages, costs, and other relief to which Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and (f) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of a Default prior to expiration of the Term, Tenant shall remain responsible for the Rent and Additional Rent, subject to Landlord's duty to mitigate such damages. Pursuant to §§ 13-40-104(d.5) and (e.5), and 13-40-107.5, C.R.S., hereby incorporated by reference, in the event repeated or substantial Defaults(s) under the Lease occur, Landlord may terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the remedies listed above.

37. **Abandonment:** In the event of an abandonment of the Premises, Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 38 below.

38. **Re-Entry:** In the event of re-entry by Landlord as a result of abandonment or a Default by Tenant:

a. Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs, and reasonable attorneys' fees;

b. Tenant's personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley, or, at Landlord's option, it may be removed and stored, or disposed of at Landlord's sole discretion. Landlord shall not be deemed a bailee of the property removed and Landlord shall not be held liable for the property. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third party and for any legal expense, cost, fine, or judgment awarded to a third-party as a result of Landlord's action under the term of the Lease;

c. Landlord may attempt to relet the Premises for such rent and under such terms as Landlord believes appropriate;

d. Landlord may enter the Premises, clean and make repairs, and charge Tenant accordingly;

e. Any money received by Landlord from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and

f. Tenant shall surrender all keys and peacefully surrender and deliver up possession of the Premises.

INSURANCE AND INDEMNIFICATION

39. **Negligent Damages:** Tenant shall be responsible for and reimburse Landlord for any and all damages to the Premises or Property and persons and property therein caused by the negligent, grossly negligent, reckless, or intentional acts of itself, its employees, agents, invitees, licensees, or contractors.

40. **Liability Indemnification/Insurance:** Tenant shall hold Landlord, Landlord's agents, and their respective successors and assigns, harmless and indemnified from all injury, loss, claims, or damage to any person or property while on the Premises, or any other part of the Property, or arising in any way out of Tenant's business, which is occasioned by a negligent, intentional, or reckless act, or omission of Tenant, its employees, agents, invitees, licensees, or contractors. Tenant shall maintain public liability insurance insuring Landlord and Landlord's agents, as their interest

may appear, against all claims, demands, or actions for injury to or death in an amount of not less than one million dollars (\$1,000,000) arising out of any one occurrence, made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business, including, but not limited to, events on the Premises and anywhere upon the Property. Tenant shall also obtain coverage in the amount of one million dollars (\$1,000,000) per occurrence covering Tenant's contractual liability under the aforesaid indemnification clauses.

41. Fire/Casualty Insurance: Tenant shall maintain plate glass insurance covering all exterior plate glass in the Premises, fire, extended coverage, vandalism, and malicious mischief insurance and such other insurance as Tenant may deem prudent, covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings, and equipment in the Premises.

42. Insurance Requirements: All of Tenant's insurance related to the Premises and the Property shall be in the form and from responsible and well-rated companies satisfactory to Landlord, shall name Landlord as an additional insured thereunder, and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for such insurance shall be provided to Landlord prior to commencement of Term and upon request of Landlord.

43. Waiver of Liability: Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Property of which they shall be a part, including, but not limited to, claims for damage resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Landlord's failure to keep the Property or the Premises in repair; (3) injury done or occasioned by wind, water, or other act of God; (4) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stairs, porches, railings, or walks; (5) broken glass; (6) the backing-up of any sewer pipe, or downspout; (7) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Property or Premises; (8) the escape of steam, or hot water; (9) water, snow, or ice being upon, or coming through the roof, skylight, doors, stairs, walks, or any other place upon, or near such Property, or the Premises, or otherwise; (10) the falling of any fixtures, plaster, or stucco; (11) fire or other casualty; and (12) any act, omission, or negligence of co-Tenants, or of other persons or occupants of the Property, or of adjoining or contiguous buildings, or of adjacent or contiguous property.

44. Third-Party Liability: Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Improvements, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Improvements.

45. Landlord Insurance: Insurance shall be procured by Landlord in accordance with its sole discretion. All awards and payments thereunder shall be the property of the Landlord, and Tenant shall have no interest in the same. Notwithstanding the foregoing, Landlord agrees to obtain building liability and hazard insurance required to be carried for the Property and Premises and adequate hazard insurance, which covers replacement cost of the Property and Premises.

46. Indemnification Fees and Costs: In case any claim, demand, action, or proceeding is made or brought against Landlord, its agents, or employees, by reason of any obligation on Tenant's part to be performed under the terms of the Lease or arising from any act of negligence of Tenant or its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

OTHER PROVISIONS

47. Destruction or Condemnation of Premises: Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

a. Partial Destruction of the Premises: In case of partial destruction of the Premises by fire, or other casualty, Landlord at its discretion may repair the Premises with reasonable dispatch after notice of said partial destruction. Tenant shall remain responsible for payment of Rent. Subparagraph (d) of this Paragraph 47 shall apply if Landlord determines that the partial destruction will not be repaired.

b. Premises Untenable: If the Premises are made totally untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild, or repair, then Subparagraph (d) of this Paragraph 47 shall apply.

57. **Pronouns; Joint and Several Use of Certain Terms:** Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the "Landlord" shall mean Landlord and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to the "Tenant" shall mean each and every person comprising Tenant, or an individual person, or combination of persons comprising Tenant as may be required by the specific context.

58. **Waivers:** No right under the Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

59. **Heirs, Assigns, Successors:** The Lease is binding and inures to the benefit of the heirs, assigns, and successors in interest to the parties, subject to the restrictions on assignment in Paragraph 18.

60. **Time of the Essence:** Time is of the essence of the Lease, and each and all of its provisions.

61. **No Reservation of Option:** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and is not effective as a lease or otherwise until execution and delivery by both Lessor and Tenant.

62. **Credit Reports:** Tenant hereby grants Landlord permission to obtain from time to time investigative consumer reports to ascertain the credit worthiness of Tenant and Tenant's guarantors, if applicable.

63. **Corporate Authorization:** If Tenant is a corporation, each individual executing the Lease on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver the Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of the corporation and that the Lease is binding upon the corporation in accordance with its terms. Lessee agrees to provide Landlord with such a resolution within five (5) days of the execution of the Lease.

64. **Severability:** If any term, covenant, condition, or provision of the Lease, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, or provision to persons, or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

65. **Lead-Based Paint Disclosure Rule:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. In the event the Premises were constructed before 1978, Landlord shall comply with the Lead-Based Paint Disclosure, 42 U.S.C. § 4852d.

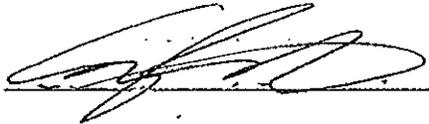
66. **Other Applicable Laws:** Federal, state, county, or municipal laws and ordinances may affect the Premises, the Lease, and Landlord/Tenant relationship that are not specifically addressed in the Lease. Landlord and Tenant should consult legal counsel prior to execution of the Lease to ascertain such information.

67. **ADA Compliance:** Tenant shall not cause or permit any violation of the Americans with Disabilities Act (the "ADA") to occur on, or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction of use of rentable or usable space, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultation fees and expert fees) that arise during or after the Term as a result of such violation. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any remedial work required by any federal, state, or local governmental agency or political subdivision because of any ADA violation present on or about the Premises. Tenant shall be permitted to make such alterations to the Premises as may be necessary to comply with the ADA, at Tenant's sole expense and upon the prior written consent of Landlord. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at its sole expense as are required by any authority to comply with the ADA; provided that Landlord's consent to such actions shall first be obtained, which shall not be reasonably withheld.

68. **Additional Provisions:** In the event that there are any additional agreements between the parties or provisions with respect to the Premises, an Addendum may be attached to the Lease, which shall be incorporated by this reference as a part of the Lease. An Addendum containing additional provisions is is not attached. The Lease and the attached Addendum constitute the entire agreement between the parties.

THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.

TENANT:

 _____, a(n)

Corporate
[Individual or Type of Entity]

By: _____

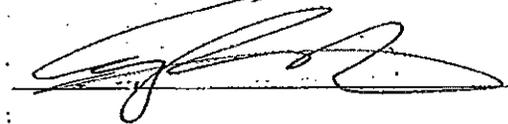
Its: _____

Or

7.15.11
[Signature of Individual]

Date: _____

LANDLORD:

 _____, a(n)

[Individual or Type of Entity]

By: _____

Its: _____

Or

7.15.11
[Signature of Individual]

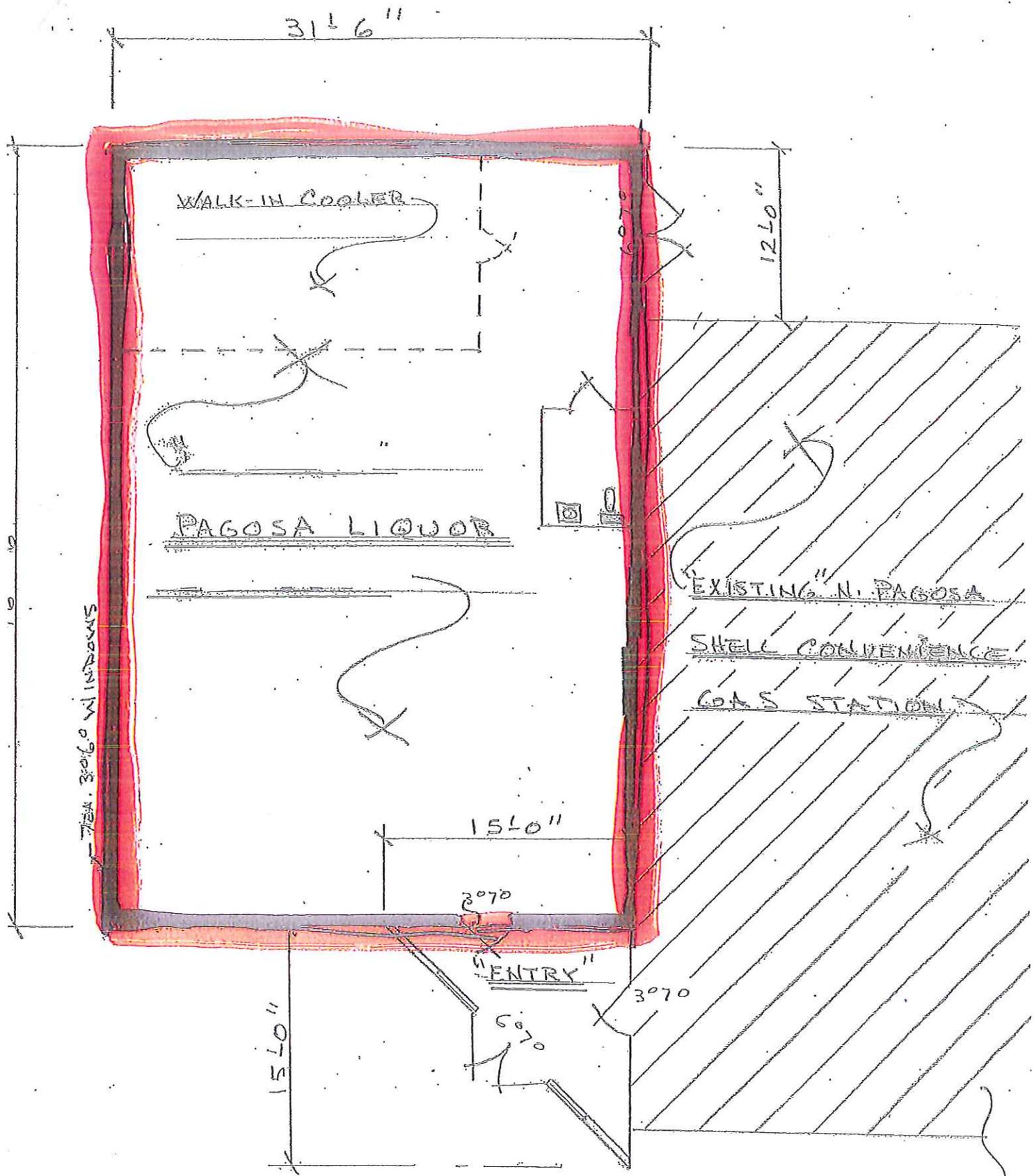
Date: _____

GUARANTOR (if applicable):

[Signature]

[print name]

Date: _____



FLOOR PLAN

SCALE 8

PAGOSA LIQUOR
 30 N. PAGOSA BLVD.
 PAGOSA SPRINGS, CO. 81147

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 Glenn E. Nicholson and Sandra G. Nicholson, to consolidate certain lots in Archuleta County pursuant to the regulations heretofore adopted by the Board; and

WHEREAS, the Board has found that Glenn E. Nicholson and Sandra G. Nicholson, 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 181 and 182, Lake Forest Estates, according to the plat thereof filed for record June 4, 1973, as Reception No. 77869, Archuleta County, Colorado, to become Lot 182X 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 1st day of March, 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.



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- 16-3561**

January 21, 2016

Sandra Nicholson
Glenn Nicholson

RE: O&E Report 16-3561 (Lot Consolidation)

PROPERTY DESCRIPTION(S):

Lots 181 and 182, Lake Forest Estates, according to the plat thereof filed June 4, 1973, as Reception No. 77869, in the office of the Clerk and Recorder, Archuleta County, Colorado.

TAX SCHEDULE NO(S):

5699-183-07-022 As to Lot 181
5699-183-07-021 As to Lot 182

VESTED OWNER(S):

Glenn E. Nicholson and Sandra G. Nicholson by Warranty Deed as to Joint Tenants recorded June 24, 2013 at Reception No. 21304173, in the office of the Clerk and Recorder, Archuleta County, Colorado. (as to Both Lots)

LIEN(S) AND ENCUMBRANCE(S) OF RECORD AS OF January 15, 2016 AT 8:00 A.M.:

NONE

Any tax, assessment, fee or charge by reason of the inclusion of the subject property in the Pagosa Lakes Property Owners association, water and Sanitation District as supported by the most recent Certificate of Taxes Due, issued by the Archuleta County Treasurer's Office.



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 Tim Blose and Janine Pearson, to consolidate certain lots in Archuleta County pursuant to the regulations heretofore adopted by the Board; and

WHEREAS, the Board has found that Tim Blose and Janine Pearson, 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 218 and 219, Lake Hatcher Park, according to the plat thereof filed for record November 5, 1973, as Reception No. 78738, Archuleta County, Colorado, to become Lot 219X 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 1st day of March, 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.



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- 16-3560**

January 21, 2016

Tim Blose
Janine Pearson
Janine@J9design.com

RE: O&E Report 16-3560

PROPERTY DESCRIPTION(S):

Lots 218 and 219, Lake Hatcher Park, according to the plat thereof filed November 5, 1973, as Reception No. 78738, in the office of the Clerk and Recorder, Archuleta County, Colorado.

TAX SCHEDULE NO(S):

5583-362-03-014 As to Lot 218
5583-362-03-015 As to Lot 219

VESTED OWNER(S):

Tim Blose and Janine Pearson as to Joint Tenants by Special Warranty Deed recorded July 14, 2009 at Reception No. 20905162, in the office of the Clerk and Recorder, Archuleta County, Colorado. (as to Lot 219)

Tim Blose and Janine Pearson as to Joint Tenants by Warranty Deed recorded November 20, 2015 at Reception No. 21508654, in the office of the Clerk and Recorder, Archuleta County, Colorado. (as to Lot 218)

LIEN(S) AND ENCUMBRANCE(S) OF RECORD AS OF January 15, 2016 AT 8:00 A.M.:

NONE

Any tax, assessment, fee or charge by reason of the inclusion of the subject property in the Pagosa Lakes Property Owners association, water and Sanitation District as supported by the most recent Certificate of Taxes Due, issued by the Archuleta County Treasurer's Office.



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



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- 16-3563**

January 28, 2016

Decker

RE: O&E Report 16-3563

PROPERTY DESCRIPTION(S):

Lots 19 & 20, Block 6, 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):

5699-082-06-017 As to Lot 19
5699-082-06-016 As to Lot 20

VESTED OWNER(S):

Brenda Decker and Warren Decker by Quit Claim Deed as to Joint Tenancy recorded April 29, 2005 at Reception No. 20504067, in the office of the Clerk and Recorder, Archuleta County, Colorado. (as to Lot 20)

Brenda Decker and Warren Decker by Warranty Deed as to Joint Tenancy recorded September 15, 2015 at Reception No. 21507064, in the office of the Clerk and Recorder, Archuleta County, Colorado (as to Lot 19)

LIEN(S) AND ENCUMBRANCE(S) OF RECORD AS OF January 15, 2016 AT 8:00 A.M.:

Deed of Trust dated May 18, 2013 from Warren Decker and Brenda Decker to the Public Trustee of Archuleta County securing a note payable in the principal amount of \$130,418.00 payable to Quicken Loans, Inc., said Deed of Trust recorded on May 28, 2013 as Reception No. 21303460, in the office of the Clerk and Recorder, Archuleta County, Colorado. (as to Lot 20)

Any tax, assessment, fee or charge by reason of the inclusion of the subject property in the Pagosa Lakes Property Owners Association, Pagosa Area Water and Sanitation District as supported by the most recent Certificate of Taxes Due, issued by the Archuleta County Treasurer's Office.



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

SERVING ARCHULETA, LA PLATA, MINERAL, HINSDALE, RIO GRANDE COUNTIES

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 Brenda Decker and Warren Decker, to consolidate certain lots in Archuleta County pursuant to the regulations heretofore adopted by the Board; and

WHEREAS, the Board has found that Brenda Decker and Warren Decker, 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 19 and 20, Lake Pagosa Park Block 6, according to the plat thereof filed for record March 13, 1970, as Reception No. 72998 through 73013, Archuleta County, Colorado, to become Lot 20X 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, CONVENED AND HELD IN PAGOSA SPRINGS, ARCHULETA COUNTY, COLORADO, this 1st day of March, 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.

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 Stephen M. Skultety and Joane C. Skultety, to consolidate certain lots in Archuleta County pursuant to the regulations heretofore adopted by the Board; and

WHEREAS, the Board has found that Stephen M. Skultety and Joane C. Skultety, 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 408 and 409, Pagosa Highlands Estates, according to the plat thereof filed for record February 7, 1972, as Reception No. 75409, Archuleta County, Colorado, to become Lot 408X 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, CONVENED AND HELD IN PAGOSA SPRINGS, ARCHULETA COUNTY, COLORADO, this 1st day of March, 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.



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- 16-3562

January 21, 2016

Stephen M. Skultety
Joane C. Skultety

RE: O&E Report 16-3562

PROPERTY DESCRIPTION(S):

Lots 408 and 409, Pagosa Highlands Estates, according to the plat thereof filed February 7, 1972, as Reception No. 75409, in the office of the Clerk and Recorder, Archuleta County, Colorado.

TAX SCHEDULE NO(S):

5583-264-02-032 As to Lot 408
5583-264-02-031 As to Lot 409

VESTED OWNER(S):

Stephen M. Skultety and Joane C. Skultety by Warranty Deed as to Joint Tenants recorded December 7, 2015 at Reception No. 21508936, in the office of the Clerk and Recorder, Archuleta County, Colorado. (as to Both Lots)

LIEN(S) AND ENCUMBRANCE(S) OF RECORD AS OF January 15, 2016 AT 8:00 A.M.:

Deed of Trust dated December 7, 2015 from Stephen M. Skultety and Joane C. Skultety to the Public Trustee of Archuleta County securing a note payable in the principal amount of \$165,600.00 payable to Bank of Colorado, said Deed of Trust recorded on December 7, 2015 as Reception No. 21508937, in the office of the Clerk and Recorder, Archuleta County, Colorado.

Any tax, assessment, fee or charge by reason of the inclusion of the subject property in the Pagosa Lakes Property Owners association, water and Sanitation District as supported by the most recent Certificate of Taxes Due, issued by the Archuleta County Treasurer's Office.



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 Doug Brown, to consolidate certain lots in Archuleta County pursuant to the regulations heretofore adopted by the Board; and

WHEREAS, the Board has found that Doug Brown, 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 255 and 256, Pagosa in the Pines Unit Two, according to the plat thereof filed for record February 7, 1972, as Reception No. 75408, Archuleta County, Colorado, to become Lot 255X 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 1st day of March, 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.



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- 16-3569**

February 9, 2016
Doug Brown
trustcarecolorado@gmail.com
RE: O&E Report 16-3569

PROPERTY DESCRIPTION(S):

Lots 255 & 256, Pagosa In The Pines Unit Two, according to the plat thereof filed February 7, 1972, as Reception No. 75408, in the office of the Clerk and Recorder, Archuleta County, Colorado.

TAX SCHEDULE NO(S):

5699-171-08-040 (As to Lot 255)
5699-171-08-041 (As to Lot 256)

VESTED OWNER(S):

Doug Brown by Quit Claim Deed as recorded January 20, 2016 at Reception No. 21600357, in the office of the Clerk and Recorder, Archuleta County, Colorado. (As to Lots 255 & 256)

LIEN(S) AND ENCUMBRANCE(S) OF RECORD AS OF February 1, 2016 AT 8:00 A.M.:

None.

Any tax, assessment, fee or charge by reason of the inclusion of the subject property in the Pagosa Lakes Property Owners Association, Pagosa Area Water and Sanitation District as supported by the most recent Certificate of Taxes Due, issued by the Archuleta County Treasurer's Office.



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 Edgar W. Cowling and Diane M. Cowling, to consolidate certain lots in Archuleta County pursuant to the regulations heretofore adopted by the Board; and

WHEREAS, the Board has found that Edgar W. Cowling and Diane M. Cowling,, 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 905 and 906, Twin creek Village, according to the plat thereof filed for record November 5, 1973, as Reception No. 78739, Archuleta County, Colorado, to become Lot 905X 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, CONVENED AND HELD IN PAGOSA SPRINGS, ARCHULETA COUNTY, COLORADO, this 1st day of March, 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.



WESTCOR
Land Title Insurance Company

GUARANTEE NO.
MG-1-CO1026-4617106

**WESTCOR LAND TITLE
INSURANCE COMPANY**

MORTGAGE GUARANTEE

No. AR21600204 Liability \$ 24,999.00 Fee \$ 150.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE OTHER PROVISIONS OF THE GUARANTEE CONDITIONS AND STIPULATIONS HEREOF, WESTCOR LAND TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, herein called the Company,

Guarantees the Assured named herein against loss (including attorney fees) not exceeding the liability amount stated in above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to public records, on the date stated below.

1. The title to the herein described estate or Interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which exceptions are not necessarily shown in the order of their priority;
2. The existence of a lien or encumbrance on the title, other than those shown as Exceptions (which Exceptions are not necessarily shown in the order of their priority.)

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

Issued By:
CO1026 * AR21300204

Colorado Title & Closing Services, LLC dba Colorado Land Title Company, LLC dba CLT Closing & Title Services, LLC

970 Main Avenue
Durango, CO 81301

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President

Attest: Patricia W. Power
Secretary

Authorized Agent Margaret E. Co

NOTICE CONCERNING FRAUDULENT INSURANCE ACTS

(This Notice is Permanently Affixed Hereto)

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

C. R. S. A. § 10-1-128 (6)(a).

MORTGAGE GUARANTEE

SCHEDULE A

State:Colorado
County:Archuleta

Agent Number	File Number	Guarantee Number	Guarantee Effective Date	Amount of Guarantee
CO1026	AR21600204	MG-1-4617106	January 24, 2016	\$24,999.00

1. Party (Parties) Assured:

ARCHULETA COUNTY BUILDING AND PLANNING

2. The record title to the estate in said land is at the date hereof vested in:

EDGAR W. COWLING AND DIANE M. COWLING as to Lot 905, and EDGAR W. COWLING AND DIANE COWLING as to Lot 906

3. The estate or interest in the land described in this schedule is:

FEE SIMPLE

The mortgage(s), if any, to which said land is subject:

Deed of Trust from Edgar W. Cowling and Diane M. Cowling to the Public Trustee of the County of Archuleta, for the use of First Southwest Bank, to secure \$250,000.00, dated November 16, 2012, recorded November 26, 2012 as Reception No. 21208172. Said Deed of Trust was assigned to Central Mortgage Company by Assignment recorded December 5, 2012 as Reception No. 21208435. (Lot 905)

4. Description of the Land:

Lots 905 and 906 in TWINCREEK VILLAGE, according to the plat thereof filed for record November 5, 1973 as Reception No. 78739.

This Guarantee Valid Only if Cover and Schedule A & B are attached.

MORTGAGE GUARANTEE

SCHEDULE B

Agent #: CO1026

Order #: AR21600204

Guarantee Number: MG-1-4617106

GUARANTEE STANDARD EXCEPTIONS:

This guarantee does not insure against loss or damage, including attorney fees, by reason of the matters shown below:

1. Any facts, rights, interest, or claims which are not shown by the public records.
2. Any lien, or right to a lien, for services, labor or material imposed by law.
3. Any and all recorded rights of way and easements including, but not limited to roads, highways, ditches, creeks, laterals, canals, reservoirs, drainage ways, flumes, utilities, guy line/anchors, railroads and aircraft overflight.
4. Any and all unpaid taxes, assessments, bonds and unredeemed tax sales.
5. Any Restrictions, Covenants, Declarations, Conditions, Leases, Agreements and Mineral Reservations of record, and all modifications thereof, if any.
6. Unpatented mining claims, reservations or exemptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
7. Discrepancies, conflicts in boundary lines, encroachments, easements, variations in area or content, party walls and/or any facts that a correct survey and/or physical inspection of the premises would disclose.

Title to the land described in Schedule A is subject to the following liens, encumbrances and defects shown in the public records:

Deed of Trust from Edgar W. Cowling and Diane M. Cowling to the Public Trustee of the County of Archuleta, for the use of First Southwest Bank, to secure \$250,000.00, dated November 16, 2012, recorded November 26, 2012 as Reception No. 21208172. Said Deed of Trust was assigned to Central Mortgage Company by Assignment recorded December 5, 2012 as Reception No. 21208435. (Lot 905)

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS- The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

- (a) Taxes or assessments which are not shown as existing by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS-LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action with the time herein before specified, shall be a conclusive bar against maintenance by the assured of any action under this Guarantee.

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage or this Guarantee, or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY-PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated on the face page hereof.
- (b) The company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein, removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

ALL notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Westcor Land Title Insurance Company, 875 Concourse Parkway South, Suite 200 Maitland, FL 32751.

10. FEE

The fee specified on Schedule A of this Guarantee is the total fee for title search and examination and for this Guarantee.

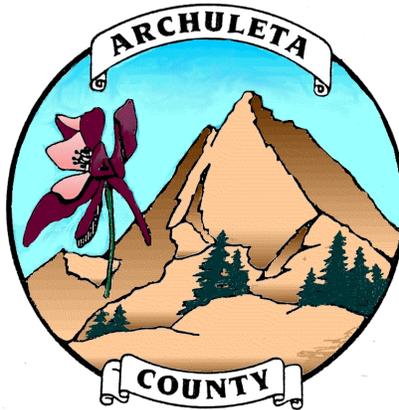
WESTCOR LAND
TITLE INSURANCE COMPANY

MORTGAGE
GUARANTEE

HOME OFFICE

875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

ARCHULETA COUNTY COLORADO



Personnel Policy and Procedures Handbook

March 2016

This employee Handbook is not a contract of employment or an offer for a contract of employment. Nothing in this handbook modifies your at will status. It is not a promise of employment for any length of time or under any particular conditions. The Handbook may be modified or withdrawn at any time, with or without prior notice. No employee or agent of the County other than the County Administrator and/or Board of County Commissioner's has the authority to promise employment for any length of time or under any particular conditions, and any such offer or promise must be in writing and signed by the County Administrator pursuant to Board of County Commissioner's authorization.

ARCHULETA COUNTY

PERSONNEL POLICY and PROCEDURES HANDBOOK ADOPTION

Adoption Date: _____ Resolution Number _____

Adoption Signatures:

Chair, Board of County Commissioners

Commissioner

Commissioner

County Clerk and Recorder

County Treasurer

County Assessor

County Sheriff

Chair, Archuleta County Combined Dispatch

Archuleta County, Colorado
Personnel Policies and Procedures Handbook
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Definitions

Administrative Leave.: An employee who has been relieved of all work duties for non-disciplinary administrative action.

Applicant: Some who as has submitted an employment application for a posted position.

Compensation Plan. A compilation of job titles grouped according to similar value and with each job title assigned to a salary grade. In each salary grade there is a range from a minimum to a maximum rate.

Complaint. A non-appealable complaint to management involving work conditions, work relationships, or the interpretation of rules or policies concerning personnel policies and employment.

Candidate: An Applicant who has been selected to interview for a posted position.

Demotion. When a regular, full-time employee is moved from a position in one salary grade to a position in a lower salary grade.

Department Head. A supervisor in charge of a department.

Disciplinary Action. Action that may include a verbal warning, written warning, suspension, demotion or dismissal. This term does not include a transfer, change in assignment, change in working hours, layoff, or changes in other terms and conditions of employment.

Elected Official (as defined): Sheriff, County Clerk, County Assessor, County Treasurer.

Layoff. Separation due to a budget cut, curtailment of work, change in operations or organizational structure, or reclassification of a position.

Promoted Employee. An employee who accepts a promotion to a new position in a higher salary grade.

Reclassification. The assignment of a position to a different class involving a change in duties and responsibilities and a change in salary grade designation.

Suspension. A temporary separation from County service for disciplinary purposes, without pay.

Transfer. The movement of an employee from one position to another position of the same grade classification, in most cases across departmental lines.

Vacancy. A duly created position which is not occupied and for which funds have been budgeted.

Welcome

Welcome to employment with Archuleta County. As employees of the County, our primary purpose is to provide services to the citizens of Archuleta County. To this end, the County recognizes the need for qualified and motivated employees who will serve the public and work for Archuleta County with maximum dedication, productivity, and harmony.

The Archuleta County Personnel Policy Handbook represents the County's policies and procedures that support and reinforce providing quality and timely services for the citizens of the County and human resources management for all County operations.

The policies and procedures apply to all employees, except as otherwise provided herein or by statute. If a conflict exists between the terms of the Personnel Policy and any State or Federal statute, the rule of law shall prevail.

The purpose of the Personnel Policy Handbook is to provide a framework for legal, efficient and cost-effective human resources management for all County operations. The Board of County Commissioners may, at any time, amend this Handbook, and will notify employees of changes as they occur.

ARCHULETA COUNTY IS AN "AT-WILL" EMPLOYER. THEREFORE, THE CONTENTS OF THIS HANDBOOK AND STATEMENTS MADE BY COUNTY OFFICIALS AND OTHER EMPLOYEES SHALL NOT CREATE A PROPERTY RIGHT OR EMPLOYMENT CONTRACT BETWEEN THE COUNTY AND EMPLOYEES. NEITHER THIS HANDBOOK NOR ANY OTHER COUNTY DOCUMENT, CONFERS ANY CONTRACTUAL RIGHT, EITHER EXPRESSED OR IMPLIED, TO REMAIN IN THE COUNTY'S EMPLOY. NOR DOES IT GUARANTEE ANY FIXED TERMS AND CONDITIONS OF EMPLOYMENT.

Employment with the County is not for any specific time and may be terminated at will, with or without cause and without prior notice by the County, and employees with the County may resign for any reason at any time. No representative of the County, except for the Elected Official's (as defined), has the authority to bind the County to any provision contrary to the terms of "at will employment" as described throughout this Handbook.

An employee's role in the overall goals and objectives of the County's organization will be explained in greater detail by immediate supervisors. Employees will also be given more detailed information that will enumerate the specific duties and responsibilities. Detailed information of various benefits can be given to you by the Human Resources Department including enrollment and/or claim forms for insurance benefits. From time to time the existing benefits may be changed and/or modified. Employees will receive notification when changes occur.

We want to make your employment experience with Archuleta County as rewarding as possible. It is your individual contributions and success along with the total team effort that make our County a pleasant place to establish a home and prosper. Together, our commitment to excellence will help ensure our involvement in the future of the County.

The Personnel Policies of Archuleta County are designed as a guide in the management and administration of compensation, benefits, and other employment practices and employee-related matters.

Good judgment, knowledge of and adherence to the policies and practices, and cooperation are an employee's professional responsibility.

Questions regarding interpretation or implementation of a policy or procedure should be directed to your Department Head, Elected Official (as defined), or the Human Resources Department.

EMPLOYMENT WITH THE COUNTY OFFERS MANY OPPORTUNITIES AND BENEFITS. HOWEVER, THE COUNTY AND ITS MANAGEMENT MAKE NO COMMITMENT FOR EMPLOYMENT OF ANY SPECIFIC DURATION. YOUR EMPLOYMENT WITH THE COUNTY IS "AT-WILL." AS AN EMPLOYEE OF THE COUNTY YOU HAVE NO CONTRACTUAL, PROPERTY, OR OTHER LEGAL RIGHTS IN ANY TERM, CONDITION, OR ASPECT OF THE EMPLOYMENT RELATIONSHIP, INCLUDING BUT NOT LIMITED TO, TERMINATION. EMPLOYEES ARE FREE TO VOLUNTARILY TERMINATE EMPLOYMENT AT ANY TIME, AND THE COUNTY RETAINS THE RIGHT TO TERMINATE EMPLOYMENT OF ANY EMPLOYEE AT ANY TIME. THE TERMINATION PROCEDURES ARE OUTLINED LATER IN THIS DOCUMENT.

The County retains the right to, and may change the policies and procedures set forth in this document from time to time and at any time, for any reason, or no reason. Further, it retains the right to make changes on a case-by-case basis in keeping with the circumstances and sound business practices. Proposed changes shall be reviewed in the manner outlined in the Policy Development, Announcement, and Authorization section of this Handbook. All changes adopted by the Board of County Commissioners shall become effective on the date of adoption or such date as the Board designates.

The policies and procedures set forth herein become effective upon initial publication of this duly signed document. Subsequent changes will supersede that which appears in this document and will become effective upon the date of authorization by the Elected Official (as defined) and Board of County Commissioners.

Organization and Administration: The Board of County Commissioners, after receiving the counsel and recommendation of affected Elected Official (as defined), Department Heads, and the County Administrator and County Attorney may modify, revoke, suspend, terminate, and/or change all plans, policies, or procedures, in whole or in part, at any time, with or without prior notice to County employees.

The policies contained in this handbook apply to all County departments, offices, and employees, unless otherwise indicated. Any Department Head, Elected Official (as defined), or board may establish additional human resources guidelines, and the employees of such departments are expected to comply with departmental policies. In general, where a County department or office, except as otherwise provided by state or federal law, has adopted or adopts a personnel policy guideline, the policies contained in this handbook will govern in all cases where there is a discrepancy between the provisions of this handbook and the provisions of the departmental policy. If there is a contradiction between departmental policy and this County Personnel policy, employees are expected to bring such discrepancy to the attention of the Department Head or Elected Official (as defined) and seek clarification as to which policy governs, prior to relying on either policy as the governing policy.

All policies in this handbook will be administered in accordance with Federal and State laws, and any changes in those laws will determine appropriate changes to the policies and procedures contained herein.

Administration of Human Resources: Human Resources Department in consultation with the County Administrator, supervises personnel services including, but not limited to:

- Recruitment,
- Development and maintenance of a job classification system,
- Salary administration,
- Benefit administration,
- Human Resources management training and related activities, and
- Resolution of disputed employee matters.

In addition to the above, the Archuleta County Human Resources Department provides the following administrative services:

- Workers' compensation insurance, and
- Unemployment Insurance.

The payroll function is managed by the Finance Department under the direction of the Finance Director.

Covered Employees: Archuleta County Personnel Policies apply to all employees, including appointed Department Heads, employees of County Assessor, County Clerk & Recorder, County Coroner, the County Sheriff, County Treasurer, County Surveyor, Archuleta County Combined Dispatch, and County Administrator, and other participating agencies, except as otherwise provided by law.

Elected Official (as defined) and the Board have documented their agreement via affixing their signatures on the designated page in the front of this Handbook. Should the Sheriff's Office adopt any policy or policies in conflict with the Personnel Policy handbook that policy or policies shall govern the Sheriff's Office's personnel only.

Participating Agencies: Certain other County-wide agencies may voluntarily participate in the Archuleta County Personnel Policies in whole or in part. Such participation must be approved by the Board of County Commissioners, the County Administrator and the governing board of the respective agency. Participation will subject the agency's employees to County Personnel Policy as may be recommended by the Human Resources Department under the direction of the County Administrator and adopted and amended from time to time by the Board of County Commissioners.

Policy Development and Review: Development of changes to existing policies and development of new policies shall be the responsibility of the Department Heads and Elected Official (as defined) or their designee, with the assistance and guidance of the Human Resources Department and the County Attorney. Under the leadership of the Human Resources Department, a review of the policies shall be conducted annually via a committee of Elected Official (as defined) The committee will develop recommendations and present their recommendations to the Board of County Commissioners. The Human Resources Department shall present the revisions to the Board of County Commissioners for final approval. Upon final approval by the Board of County Commissioners, announcement of a policy change or addition will be made in accordance with the Policy Announcement process.

Policy Authorization: No policy after initial publication of this duly signed document will be official unless it displays dated authorization in the form of signatures by the Elected Official (as defined) and Board of County Commissioners.

Policy Announcement Process: Employees shall be given copies of changed sections or the entire handbook as appropriate.

Section 100 Employment With The County

101 - Equal Employment Opportunity: Archuleta County fully supports the Equal Employment Opportunity regulations and intent. The County provides equal employment opportunity to all employees, applicants, and candidates for employment without regard to race, creed, color, sex, age, disability, religion, Vietnam era or veteran status, or national origin. Equal Employment Opportunity includes, but is not limited to, hiring, training, promotion, transfer, demotion, and termination.

It is the County's intent that all employees enjoy a safe work environment free from all forms of discrimination including harassment. Discrimination or harassment based on race, creed, color, sex, age, disability, religion, Vietnam era or veteran status, or national origin is considered a violation of these policies and practices.

The County believes that it is all employees' singular and collective responsibility to deal fairly and honestly with their peers, subordinates, and superiors, as well as applicants, to ensure a work environment free of discrimination of any kind.

Any employee, applicant, or candidate who feels that he/she has been discriminated against based on race, creed, color, sex, age, disability, religion, Vietnam era or veteran status, or national origin, shall report such action to the County without fear of reprisal. Employees should contact the: 1) immediate supervisor or 2) Department Head or Elected Official (as defined) or 3) Human Resources Department in the respective order shown, unless the situation warrants skipping a level of supervision [i.e., where the perpetrator of alleged discriminatory action(s) is the supervisor or the person is on extended leave]. Applicants or candidates should contact the Human Resources Department.

The County will, upon receipt of information that may not reflect support of its Equal Employment Opportunity practices, investigate the circumstances and, if needed, take appropriate actions to eliminate the persistence of such circumstances. The employee, applicant, or candidate may be asked to provide additional information for the investigation. The County will take all steps necessary to maintain confidentiality of the situations and parties involved, but it makes no guarantee of absolute anonymity. Employees and external parties may be provided with information on a "need to know" basis as a part of the investigative process. Proof of either discrimination or a knowing false accusation may result in disciplinary action up to and including termination of employment for employees and/or legal action for employees, applicants, and/or candidates.

102 - Outside Employment: The County requires full-time employee compliance with the guidelines and procedures outlined below prior to accepting additional employment with another employer.

The County cautions an employee who is considering outside employment to carefully weigh the demands that additional employment responsibilities will create.

- An employee is free to pursue outside employment provided the activities and conduct away from his/her job with the County do not compete with, conflict with, or compromise the County's interests, or adversely affect job performance or one's ability to fulfill his/her responsibilities to the County including responding when in on-call status. Any outside employment is clearly subordinate to the position held and employment with the County and requires approval from the Department Head or Elected Official (as defined).
- For employees who also have outside paid or unpaid emergency medical response or firefighting commitments that benefit the County or surrounding communities may be occasionally excluded from this requirement with previous written approval of the Department Head or Elected Official (as defined). Those employees should request exclusion in writing with a statement of the reason, and attach proof of licensure, certifications, and/or EMS or Fire Fighter designation. Upon receipt of the request, the Department Head or Elected Official (as defined) will make a determination based on the requirements of the department and respond with written approval or denial. A copy of the request and response shall be maintained by the employee and the Department Head or Elected Official (as defined).
- Should the Department Head or Elected Official (as defined) of an employee holding outside employment, for any of the reasons cited in the first paragraph, determine that the employee should not continue outside employment, the Department Head or Elected Official (as defined) may require that either employment be discontinued.
- Should an outside engagement involve being paid by honorarium, the County will handle the situation on a case-by-case basis, taking into account that this type of engagement frequently involves time outside of the standard work schedule.
- Outside employment will not be considered grounds for an employee to justify unsatisfactory performance, absenteeism, tardiness, early departure from his/her County job, refusal to travel, refusal to work overtime, or a different work schedule.

103 - Work Breaks: All employees will be allowed work breaks during each standard work schedule with the understanding that each department head or Elected Official (as defined) is free to schedule those breaks as it best fits their individual operation.

Lunch break: Is non-compensated time away from work, it must be a minimum of thirty (30) minutes; the employee must be relieved of all work responsibilities.

Short rest break: Is compensated time away from work, it must be between five (5) and twenty (20) minutes; the employee must be relieved of all work responsibilities.

104 - Breastfeeding Policy: Employees who are nursing are provided with reasonable unpaid break time to express breast milk after the birth of a child for up to one year, as long as providing such break time does not unduly disrupt operations. Archuleta County will make reasonable efforts to provide a private location. Employees will not be retaliated against for exercising their rights under this policy.

105 - Employee Recruitment and Selection: The County is an equal opportunity employer. In support of its practices, the County utilizes recruitment and selection practices that are designed to employ the most qualified person for the specific position without regard to race, creed, color, gender, disability, veteran's status, or religion and in a timely and cost effective method. While the following procedures are provided as recommendations, it should be recognized that each recruitment may be conducted in a manner and time frame appropriate to the specific position and needs of the County at that given point in time and may not necessarily be conducted in a manner similar to any past or future recruitment processes.

Announcements of vacant position job openings will be posted on the bulletin board outside of the Commissioners' Meeting Room on the County website, and distributed to the Department Heads and Elected Official (as defined). Any employee wishing to be considered an applicant shall apply via the process outlined in the Employee Recruitment and Selection section of this handbook.

Vacancies: The Department Head or Elected Official (as defined) is responsible for completing and submitting a Request For Vacancy Recruitment to the Human Resources Department and for co-designing a workable and legal recruitment and selection process and action plan. A position vacancy may be filled through internal promotion or transfer of current department employees without the creation of a job opening.

Announcements: A job opening shall be advertised under the direction of the Human Resources Department and in such a manner as to notify all County employees and the general public who may be interested and qualified.

Application Forms: The County uses application forms that meet the standards set forth by Federal and State laws. All persons interested in being considered for a position must submit a completed County application form. A resume may be submitted with, but not in lieu of, the application form. False or misleading statements during the interview and on this form are grounds for terminating the application process, or, if discovered after employment, terminating employment.

Applications will be screened by the Department Head or Elected Official (as defined) to whom the position would report and screened on the basis of merit. Once applications have been reviewed, applicants identified to proceed to the selection and interview process become candidates for the position. All other applicants remain in applicant status.

Screening and Testing –the selection process may include:

- Job related, standardized tests or screening tools, which are given to each candidate. Examples include: job related written tests or performance qualifying tests to determine job qualification. Only valid job-related tests will be administered.
- The signing of a waiver of liability releasing the County from responsibility for injury or damage that could occur as a result of any required physical ability tests.

Interviews: Candidates for all positions must be interviewed prior to recommendation for hiring. This process may include the following components:

- The interviews may be conducted by one person or a panel of individuals, as Department Heads or Elected Official (as defined) deem appropriate.
- All interviewees will be asked the same general questions, with allowances for follow-up questions to answers.

Background Checks: All candidates considered for employment are subject to a background investigation that include but not limited to - criminal history, driver's license status, and other security types of investigation.

References: Applicants are asked to provide references as part of the pre-employment process. Former employers, supervisors, and personal references may be contacted and qualifying credentials may be authenticated.

Appointments: Once the selection processes are completed, the Department Head or Elected Official (as defined) shall provide the Human Resources Department with all the necessary information and documentation for retention as required by law. The Human Resources Department shall make the Conditional Job Offer in accordance with applicable laws, rules, regulations and county policies.

Required Professional Licenses: Archuleta County may pay for the cost of maintaining professional licenses required for certain positions by the job description. Actual approval to pay for the cost of the licensing must be approved by the respective Elected Official (as defined) or Department Head. If you fail to retain your professional license you may be subject to termination.

Relocation Expenses: Archuleta County may provide relocation assistance to employees when a newly hired Department Head or other essential personnel as determined by the County Administrator must relocate his/her residence.

The following expenses are eligible for reimbursement:

The cost of moving household items, including the cost of packing and transporting standard furniture and personal effects of the employee and members of the employee's immediate family.

The cost of transporting one vehicle. More than one vehicle, and boats, trailers, snowmobiles, motorcycles, and all-terrain vehicles will not be covered.

Travel costs for the employee and members of his/her household from the current location to the new location via the most direct and cost effective route.

Moving and travel costs for relocation shall not exceed 5% of the employee's annual salary.

Documentation of eligible relocation expenses must be submitted to the Finance Director within thirty (30) days of the relocation.

The employee will be responsible for reimbursing the costs of the relocation to the County if he/she voluntarily terminates employment prior to his/her first anniversary date.

Fitness to Work Examinations: Upon receipt of a conditional offer of employment, some full time and part-time positions may require that the candidate be examined by the County's chosen provider for pre-employment physical, drug test (a positive drug test is a justified reason for rejecting the candidate), medical/fitness examination, psychological evaluation and/or physical agility test. These examinations are job related in accordance with the work requirements outlined in job description and conducted in the interest of the candidate's health and safety in order to ensure that candidate is compatible with the duties and responsibilities of the position being sought or to ensure that the County can make reasonable accommodations. Those positions include, but are not limited to positions in: the Sheriff's Office, Combined Dispatch the Public Works Department, Transportation Department, Fleet Department, and the County Airport Department.

All pre-employment test results related to drug or alcohol screening will remain confidential, available only to the hiring supervisor or Elected Official (as defined), Human Resources Department, the County Administrator, and affected potential employee.

With prior authorization of examination charges, the County will pay the costs for required examinations for all full-time and part-time positions.

Applicant Falsification of Information: Applicants will be immediately disqualified from the recruitment process at any time should it become apparent that application information, whether on the application form, resume or other written documents, or verbally, is inaccurate, misleading, false, or untrue.

Should a candidate accept an offer of employment and the County subsequently discovers that employment was gained using false information the County retains the right to proceed with disciplinary action up to and including immediate termination of employment.

I-9 Requirements: The Immigration Reform and Control Act of 1986 (IRCA) legally mandates that U.S. employers verify the employment eligibility status of newly-hired employees. IRCA made it unlawful for employers to knowingly hire or continue to employ unauthorized workers. In response to the law, the Immigration and Naturalization Service (INS), now an integrated component of the Department of Homeland Security (DHS), created Form I-9 and mandated its accurate and timely completion by all U.S. employers and their employees. Employees shall provide proof of US citizenship and identification.

Orientation: In order to ensure new employees are placed on payroll, make their benefits choices, understand their rights and responsibilities as employees, and sign the legally required documents, all new employees must meet with the Human Resources Department for a new hire orientation prior to starting their jobs. This session usually takes one to two hours of time, and the employee will be paid his/her regular rate of pay during this time. Department Heads and Elected Officials (as defined) are responsible for job orientation and department specific procedures.

Hire Date: The first day you report to work is your “official” hire date. Your hire date is used to compute various conditions and benefits described in this Handbook.

Personnel Records: – The official central depository of personnel records on all employees shall be maintained by the County Human Resources Department during an employee’s employment with the County. Internal access to personnel records will be restricted to persons with a “need to know” basis; employees who wish to see their own file, Human Resources Department personnel, County Attorney, County Administrator, appropriate Elected Official (as defined) and Finance Department personnel in the performance of their payroll and benefits management duties. External access to portions of personnel files will be restricted to those portions and procedures identified in the State of Colorado Open Records Act as public documents.

The County regards and treats an employee's personnel records as highly confidential. However, as a public entity, the County must comply with a valid court order, subpoena and the Open Records Act relative to selected information.

In response to requests to release information not requested through the Open Records Act, the County will not release any information from an employee’s personnel records without a signed written request from the employee/former employee requesting a copy of the complete record, including the address where the records are to be mailed. The time period to retrieve and copy the file will in most cases be three to five working days.

The central file of records on all employees is maintained by the County Human Resources Department. Retention of all files maintained by the County due to the employee – employer relationship shall be kept in accordance with Archuleta County’s Records Retention Policy and Schedules.

An employee may, upon request, review his/her own personnel file during normal business hours at the County's Human Resources Department's office. An employee who is terminating his/her employment with the County may request a complete copy of his/her file upon termination. In either situation, information in the file may be photocopied; but original documents may not be removed.

Employee file duplication, in part or in whole, shall be done by no other persons than the Human Resources Department designee, supervising Department Head, or Elected Official (as defined).

Annually employees are encouraged to update the Human Resources Department of any of the following changes:

- Address and/or telephone number and any changes
- Emergency notification(s)
- The number of dependents to be claimed for State and Federal income tax purposes
- Benefit program beneficiary elections
- Benefit program dependent coverage status
- Beneficiary changes
- Driver's license number or expiration date

Employment Verifications/References: Calls and/or forms requesting information or references on active or previous employees will be processed through the Human Resources Department in their absence the County Administrator or Elected Official (as defined). Only the following information may be give out.

- Phone verification will give dates of employment, wage rate and job title.
- Written verifications will be completed only if the employee has signed the form requesting release of information.

A Department Head or Supervisor may provide a personal letter of reference for a current or former County employee. The Supervisor may not write a reference letter in his/her capacity as a Supervisor for the County which suggests that opinions in the letter are those of the County. Requests for letters of reference involving a current employee or former employee's employment with the County shall be directed to the Human Resources Administrator.

Driver's License and Driving Record; Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer. Motor Vehicle Records are checked during pre-employment and then usually on an annual basis. Any changes in your driving record must be reported to the Human Resources Department immediately. Failure to do so may result in disciplinary action, up to and including possible dismissal.

Personal Property. The County cannot assume liability for an employee's personal property. Employees are encouraged to carry sufficient auto and/or homeowner's insurance and to leave valuable sentimental jewelry and other personal items at home.

Nepotism: In the interests of maintaining impartial employment practices, Archuleta County has established a policy regarding the employment of relatives in regular full-time, regular part-time, temporary, seasonal and contract employment positions. A relative is defined as any two people related by blood, adoption, or marriage or civil union as spouse, parent, child, grandparent, grandchild, brother or sister, in-laws, step-relations, common-law partners, or significant others.

Relatives may be employed by Archuleta County accept under the following conditions:

One directly or indirectly would exercise supervisory, appointment, or dismissal authority or disciplinary action over the other. This includes actions such as hiring, promoting, determining pay rates or in any other way influence the employment status of a related person. Relatives may not work for the same immediate supervisor nor may they supervise each other; or

One would audit, verify, receive, or be entrusted with monies received or handled by the other; or

Relatives of full-time employees who are applicants for a vacant position must meet the same requirements as others applying for the position.

Any situation which may fall under this policy shall be treated within the guidelines of the Equal Employment Opportunity commitment that the County has made to employees, applicants, candidates, and the community.

The County recognizes that current employees may hold County positions in violation of these rules. As such, these rules shall apply only to those positions filled after the effective date of the Handbook. Such positions include regular full & part-time employee, promotions, lateral transfers, and all other methods used to fill vacancies.

Section 200 Employee Compensation

The County recognizes the provisions of the Fair Labor Standards Act (FLSA) and subscribes to the guidelines therein to determine whether a position is eligible for compensatory time or payment of overtime.

201 - Exempt Employment: Employees who are exempt from the overtime provisions of the Fair Labor Standards Act are generally management, supervisory, outside sales, professional, senior-level administrative, and highly compensated personnel who work at least 40 hours per workweek as defined in their respective job descriptions. Exempt employees receive an annual salary distributed in equal amounts per pay period. Exempt employees will not receive overtime pay nor compensatory time off for hours worked in excess of 40 per workweek, and are paid at levels that recognize the scope of responsibility which identifies them as exempt and take into account that it may be necessary for them to work significant numbers of hours beyond the standard workweek to ensure service is available and provided, as well as to represent the County. Exempt employees must use the Report of Leave Time form to document any leave time.

202 - Non-Exempt Employment: Employees who are covered by the provisions of the Fair Labor Standards Act generally perform skilled and/or semi-skilled tasks in technical, clerical, maintenance, and/or attendant positions, as defined in their respective job descriptions. Time cards or sheets for recording hours worked will be provided each pay period for this employment classification. All time sheets shall have the non-exempt employee's signature and the supervisor's signature.

203 - Employment Classification: All employees will be assigned an employment classification at time of hire.

Regular Full-time Employment: Employees who work 30-40 hours per work week on a regular basis, eligible for benefits.

Regular Part-time Employment: Part-time employees are those who work less than 30 hours per work week. A part-time employee may occasionally work over 30 hours per week based on the County's needs. The part-time classification shall be maintained until the employee averages 30 hours or more per workweek for a continuous period of six months or more, at which time the County may review his/her work schedule for reclassification to full-time employment.

Temporary Employment: Temporary full-time employees are those who work 30-40 hours per workweek for a defined period of time not to exceed six months of continuous service. Temporary Employees are not eligible for County benefits.

Temporary part-time employees are those who work less than 30 hours per workweek for a defined period of time not to exceed six months of continuous service. Temporary Employees are not eligible for County benefits.

Seasonal Employment: Seasonal employees are those who work for a defined period of time, completion of a project, or work of a seasonal nature typically not to exceed six months or 26 weeks of continuous service. Seasonal Employees are not eligible for County benefits

Contract Employment: Contract employees are those whose employment relationship, compensation, benefits, and terms of employment are defined by a written employment agreement.

204 - Pay Dates: Employees of the County are paid on a bi-weekly schedule, pay periods follow the standard twenty-six (26) pay period payroll schedule. Paychecks are distributed on the last working weekday of a given pay period unless the date falls on an observed holiday. Should the pay date scheduled for distribution fall on an observed holiday, paychecks are distributed on the last workday prior to the holiday.

205 - Payroll Questions: Questions concerning pay or related matters should be brought to the immediate attention of your supervisor or the Finance Department. Should adjustments be necessary, they will be reflected in the following pay period's paycheck after notice of the adjustment to the Finance Department.

206 - Time Reporting: Non-exempt employees will log hours works in the computerized time-entry program or on time sheets or time cards and will be responsible for recording time on a daily basis. Each employee is responsible for his/her time sheet or time card and recording time in and out whenever an interval of time away from work is taken.

Overtime must be authorized and/or approved **prior to** working the schedule, including determination of overtime and/or compensatory time status. An employee's supervisor, Department Head or Elected Official (as defined) will demonstrate authorization/approval by notations on and signing of the time sheet or time card. Failure to obtain approval prior to working overtime may result in disciplinary action up to and including termination of employment.

207 - Recordkeeping: Any employee who knowingly and willingly reports false information on time sheets or time cards will be subject to disciplinary action up to and including termination of employment.

208 - Work Hours: The varied nature of services performed by the County makes it impossible for all departments to operate on the same schedule of working hours.

The County recognizes a Standard consecutive seven day work period for County employees, except shift personnel, which begins at 12:01 a.m. on Sunday and ends at 12:00 Midnight on Saturday. Full-time employees have a work period consisting of a minimum of thirty (30) hours within the seven-day period described above. Work hours for County employees shall be determined by the Department Head or Elected Official (as defined).

Further, the County and its employees recognize that at any time and from time to time, circumstances may necessitate working hours that are outside of the regularly scheduled work hours for a given day. Employees may be required to work overtime and/or be required to use compensatory time or flexible scheduling.

The normal working hours for Road and Bridge employees is dependent upon the hours of daylight available to perform many of the tasks and upon weather conditions. Their schedules will be altered by their supervisor accordingly.

Sheriff's Office and Fire Protection Employees Work Hours: In accordance with the Fair Labor Standards Act 29 U.S.C. § 207(k), the Sheriff's Office establishes a consecutive fourteen (14) day work period that begins at 12:01 a.m. on Sunday and ends at 12:00 Midnight with minimum of eighty (80) work hours, for positions in the following units, patrol, investigations, detentions and firefighters.

Shift assignments and work periods shall be established by the Sheriff for the Sheriff's Office. Meal periods will be considered as time worked only if employees are available for assignments during meal periods, and the meal periods are over 30 minutes in duration.

209 - Additional Duty Pay, Acting Appointments: At the recommendation of the Department Head, and final approval of the County Administrator or Elected Official (se defined) an employee may receive:

Additional Duty Pay/Temporary Assignments – Employees given additional duties of another position for a period of time in excess of 30 days may be compensated at 10% premium of their current rate of pay. The additional pay shall last no longer than six (6) months. Employees shall maintain their current anniversary dates, benefits package, and vacation and leave status.

Acting Appointment - Employees asked to serve in a job classification higher than their own will be compensated at the minimum of the salary range for the position that they are temporarily assigned to. Employees shall maintain their current anniversary dates, benefits package, and vacation and leave status.

210 - Transfers and Promotions – If a position becomes available in which an employee would be changing positions, but still maintaining his/her current job classification and rate of pay, that change would be deemed a lateral transfer. If a position becomes available in which an employee would be changing positions to a position with a higher job classification and rate of pay, that change would be deemed a promotion.

The County encourages employees to apply for vacant position job openings for which they are qualified.

To be eligible for transfers or promotions to vacant position openings, employees must possess a good performance, attendance, and punctuality record.

Application for vacant position job openings should be made as indicated in the Employee Recruitment and Selection section of this Handbook.

Employees who receive a transfer or promotion shall retain their original anniversary date and will receive the pay rate, benefits, vacation, and other leave offerings appropriate to the new position.

211 - Flextime: Flextime is a way to redesign or restructure traditional work schedules that permits variations in an employee's starting and departure times, but does not change the total number of hours in their workweek or work period. Flex time may be applied to full-time and part-time positions.

Supervisors can use this option to accommodate the changing workforce and business needs. Employee can use this option to fulfill a variety of personal needs. Flextime is not a right but a business arrangement.

Department Heads or Elected Officials (as defined) may approve flextime on a case-by-case basis.

The employee must first discuss possible flextime arrangements with his/her Department Head or Elected Official (as defined) and then submit a written request for a flextime arrangement. Approval or denial will be at the sole discretion of the Department Head or Elected Official (as defined) and maybe based on staffing needs, job duties, and the employee's ability to temporarily or permanently return to a standard work schedule when needed.

A flextime arrangement may be suspended or cancelled at any time for any reason by the County. Non-exempt employees may be asked to work overtime regardless of a flextime schedule.

Consistent with the Fair Labor Standards Act, non-exempt employees receive time and a half hour for working more hours than established for their position, see "Work Hours". Therefore, the County prohibits flexible work schedules that alter a non-exempt schedule such that overtime occurs. Although it is permissible, with the supervisors' approval, for non-exempt employees to alter their work schedule, employees may not "bank" overtime hours worked in one workweek or work period for use as time off in a future workweek or work period.

Any flextime schedule for non-exempt employees must comply with the Fair Labor Standards Act (FLSA).

212 - Compensation During Training - All full-time and part-time employees will receive their regular rate of pay during the normal schedule of work hours while participating in approved training programs. For the purposes of staff development, the normal workday is defined as beginning when employees leave their lodging and go directly to the training session and ending when employees return to their lodging directly after daily training session completion. For the purposes of this policy, lodging is defined as at an approved destination and location other than the employee's home or normal, regular and routine housing. Travel time before and after participation in training programs will be paid if it is outside the normal schedule of work hours described in the prior sentence.

213 - Overtime & Compensatory Time: Employees may be asked to work overtime to meet service schedules from time to time, as management deems necessary. Whenever possible, prior notice will be given; however, management retains the right to request overtime whenever the need occurs.

All overtime must be approved by an employee's Department Head or Elected Official (as defined) or an appropriate member of management prior to working overtime hours, including determination of overtime and/or compensatory time status, except in the case of an emergency or public safety situation.

All Non-Exempt Employees: (except Sheriff's Patrol Deputies, Detention Officers, and Emergency Operations Employees.)

Approved overtime at a rate of one and one-half times the regular hourly rate will be paid for all hours worked in excess of forty [40] hours in a workweek. For purposes of determining whether an employee is eligible for overtime, paid time off such as holidays, vacation, sick time, and other forms of time off with pay that is not worked will not be considered as time used to compute overtime eligibility.

Compensatory Time (comp time) All non-exempt employees may be granted compensatory time off in lieu of payment of overtime. Compensatory time off must be scheduled with the Department Head or Elected Official (as defined).

Compensatory time shall be calculated at a rate of time and one-half the regular hours worked, (one [1] hour worked equals one [1] and one-half hours compensatory time) up to a maximum of one hundred and eighty (180) hours compensatory time at any given point during a given year.

Accrued compensatory time shall not be paid out in lieu of providing compensatory time off. However, at the Sheriff's discretion, compensatory time may be paid in lieu of time off for Emergency Service employees who must maintain a presence around the clock, three hundred sixty-five days (365) per year.

No overtime/compensatory time shall be worked unless approved by a supervisor or department head in advance. Any employee who works unauthorized time may be subject to disciplinary action up to and including termination.

Compensatory time of up to one hundred and eighty (180) hours may be accumulated and carried over from year to year in accordance with the provisions of the Fair Labor Standards Act.

Non-Exempt Sheriff's Patrol Deputy, Detention Officer and Emergency Operations positions.

Approved overtime at a rate of one and one-half times the regular hourly rate will be paid for all overtime hours worked beyond the regular schedule of eighty (80) hours in a fourteen (14) day schedule. Should compensatory time be granted, it may be paid in lieu of time off in the case of those employees who must maintain an around-the-clock presence three hundred sixty-five (365) days per year.

Sheriff's personnel requested to testify in court on a scheduled day off as a result of a work-related activity will receive overtime pay as follows. A copy of a subpoena, traffic ticket, or letter shall accompany the time sheet indicating in court time. A minimum of one and one-half (1 1/2) hours overtime for "appearing" in court will be paid. All time beyond the original one and one-half (1 1/2) hours will be compensated at the overtime rate for actual time worked.

In the event of a civil subpoena that is the result of a work-related activity, Sheriff's personnel may be compensated through the County, provided all applicable fees and/or other expenses are collected by the employee and turned into the County and a copy of the subpoena accompanies the applicable time sheet.

Sheriff Office, Non-exempt Employee: Method of Overtime pay, or compensatory time granted shall be based on the employee's request up to a maximum of one hundred and twenty (120) hours of compensatory time accrual. Once the maximum accrual level of one hundred and eighty (180) hours is reached, all overtime will be paid until compensatory time is used below the maximum.

214 - On-Call/Standby Pay

Road & Bridge Department: Occasionally, the Public Works Director may designate equipment operators to be in an on-call/standby status for the weekend for the handling of special emergency or needed procedures other than the regular snow removal required of all equipment operators. In such cases the following procedures will be in effect.

- The Public Works Director and his/her designee will designate a pre-determined number of equipment operators to provide their cellular, pager, or telephone contact information and be available for immediate work on the designated weekend. The designation of which operators will be on-call/standby will be determined on a rotating basis from all equipment operators.
- On-call/standby equipment operators will receive compensation for remaining in on-call/standby status of \$50.00 per day for time not responding to a call in.
- On-call/standby status begins after the completion of the workweek and continues until the next regular workday schedule.
- On-call/standby pay cannot be taken when an employee is on vacation or leave, or not able or available for work.

- Equipment Operators who are required to work on a County fire will be compensated \$1.00 extra per hour.
- In order to receive on-call/standby pay, an employee must be constantly available and reachable at all times during the on-call/standby time period; must be able to arrive at the work site within sixty (60) minutes or less after receiving the call; and must arrive to work in "fit" condition.

If an employee does not meet this criteria, he/she will forfeit the on-call/standby pay from the time of the first attempt to contact him/her to the end of the on-call/standby period.

- When an employee is called in to work from the on-call/standby status, the actual time worked will be paid at the employee's regular rate of pay or at his/her overtime rate if he/she has already worked the required hours to be eligible for overtime pay.
- The County reserves the right to validate the availability of an employee receiving on-call/standby pay. Two attempts will be made to contact the employee during validation. If the employee cannot be contacted or is not available for work, the employee will not receive on-call/standby pay. Disciplinary action may also be taken.
- Exempt employees do not receive on-call/standby pay.

Department of Human Services, Child Protection Services:

All "certified" child protection workers are required to participate in the on-call rotation.

The on-call worker is on-call from 7:30 a.m. Tuesday to 7:30 a.m. the next Tuesday. If a holiday falls on a Tuesday it is the responsibility of impacted workers to transition the on-call duty.

The on-call worker may be assigned to any reports requiring an immediate response that are received in the office after 4 p.m. on work days. Assignment decisions will be made by a supervisor.

The on-call worker is required to provide emergency child protection services during non-office hours (24 hours a day on holidays and weekends) in addition to assignments as indicated above (e.g., immediate calls that are made after 4 p.m. during work days). The on-call worker must be immediately available by telephone and/or pager and must respond by phone to any calls within 15 minutes of receiving them. The on-call worker must be able to respond in person if needed within an hour of receiving the call (depending on location and weather conditions at the time of the call). When possible the on-call worker should remain in Archuleta County throughout the period of being on-call. The on-call worker cannot use alcohol or performance-altering medications while on-call.

After-hours calls / reports may be received by the child welfare hotline call center or local dispatch.

Workers are allowed to trade their on-calls if conflicts arise. They are also allowed to give away or take extra on-calls, if one person would prefer to not be on-call and another person is willing to take another week.

If the on-call worker needs assistance, he/she first contact their supervisor. If no supervisor is available, the on-call worker can call any co-worker for assistance.

Many on-call situations can be handled over the phone, and workers are encouraged to handle calls over the phone as much as possible. If law enforcement requests an in-person response, that request is respected when feasible.

All non-exempt caseworkers must record time spent working while they are on-call. This includes any time on the phone, responding in person, and documentation. It is the caseworker's responsibility to inform his/her supervisor of time worked while on-call and make arrangements to take flex time during the same week, if possible. The non-exempt on-call caseworker must note the actual hours worked on his/her timesheet.

If an exempt employee works excessive hours while on-call, he/she is encouraged to communicate with his/her supervisor or the director to schedule time off within the same pay period to balance on-call hours worked if possible. "Excessive" time worked while on-call is considered to be field work in excess of four hours. Time spent completing on-call tasks while the worker is in his/her home is not considered excessive. Time off must be pre-approved by each worker's supervisor or the director and is dependent on the individual's workload and the availability of other staff to cover in the individual's absence.

Sheriff's Office: In order to receive on-call pay, an employee must be available and reachable at all times during the on-call period and must be in-route within 30 minutes after receiving the call to report, and must arrive to work in a condition able to fulfill all the requirements of their position. If an employee does not meet these criteria, he/she will forfeit the on-call pay.

On-call pay cannot be taken when an employee is on vacation or leave, or not able or available for work.

Employees may not consume alcohol/drugs while on call.

The County reserves the right to validate the availability of an employee receiving on-call pay. Two attempts will be made to contact the employee during validation. If the employee cannot be contacted or is not available for work, the employee will not receive on-call pay. Disciplinary action may also be taken.

Week-Day (Monday – Thursday) on-call status begins after the completion of the regular workday schedule and continues until the start of the next regular workday and receive compensation of \$2.00 per hour for time not responding to a call in.

Week-End (Friday – Sunday) on-call status begins after the completion of the regular workday on Friday and continues until the start of the next regular workday on Monday and receive compensation of \$3.00 per hour for time not responding to a call in.

215 - Position Classification and Pay Plan: The County provides equitable compensation for all jobs within the organization. To accomplish this objective, the County has adopted the methods outlined herein to classify positions and to establish and administer the Pay Plan.

Classification: The Position Classification Plan is a system by which the duties and responsibilities of a position, as outlined in the job description, are assigned to a particular job family and given a position title that is reflective of the position within the organization and in relation to similar positions in comparable entities outside the County organization. This should be adopted by the BoCC annually.

The Position Classification Plan was developed and is maintained as a guide for compensating positions within the County organization. There shall be no new classifications during a budget year unless first approved by the Board of County Commissioners.

Establishment, Amendment, or Revision: The Human Resources Department shall present recommendations regarding position classification to the Board of County Commissioners for approval and/or adoption.

New Positions: Department Heads or Elected Officials (as defined) determine, within budgetary guidelines, any need for the creation of new positions. When that determination is made, the Department Head or Elected Official (as defined) requesting a new position shall jointly prepare a job description with the Human Resources Department. The Human Resources Department shall use the job description to research and determine recommended position classification and placement in the Position Classification Plan. The County Administration shall recommend the position classification to the Elected Official (as defined) and approved by the Board of County Commissioners. New positions shall be deemed to be a part of the Position Classification and Pay Plan unless the Board of County Commissioners directs otherwise.

Pay Plan: The Human Resources Department is responsible for the preparation, maintenance, and administration of the Plan. As deemed necessary, they may conduct special studies to assist in maintaining, and/or updating the Plan on a regular basis.

All full-time and part-time positions within the County organization are listed in the Pay Plan which establishes the range of pay for each relative to internal relationships and external market factors for comparable positions. The Pay Plan provides guidance for paying similar positions, comparably acknowledging differences for variances in performance that result in merit rewards.

The Board of County Commissioners may make amendments and/or revisions to the Pay Plan at any time, as recommended by the Human Resources Department or deemed appropriate.

Integration of Classified Positions into the Pay Plan: The County's Pay Plan has established pay ranges based on its selected market for the classified positions within the organization. Each pay range consists of a continuum of pay with a mid-point or market guide that is reflective of the market median.

Classified positions are assigned a pay range that serves as a guide for establishing the pay for a new employee as well as for current employees of the County.

Classification and Pay Plan Administration: The County recognizes that the guidelines of this policy cannot serve every possible situation that may arise with regard to hiring, employing, and rewarding employees. Therefore, any deviation from the standards outlined herein must be approved by the Elected Official (as defined) or County Administrator prior to implementation.

Salary Adjustments:

Merit – Merit increases may be given, as allowed through annual budget to employees who merit increases based on performance. Elected Officials (as defined), Department Heads will be provided with a total dollar amount and/or percentage that can be used in determining merit increases.

Promotions - Promotional increases will raise the employee’s salary to the minimum of the promotional salary range or greater at the discretion of the Elected Official (as defined) or County Administrator.

Demotions – Demotion occurs when an employee is placed, either voluntarily or involuntarily, in a position that has decreased responsibility and is in a lower salary range and position classification than the position he/she presently holds. The employee’s position title, salary grade, and pay will immediately reflect that of the new position, and the base salary will be adjusted down to the same placement in the new salary range as he/she holds within the current range.

Reclassification – Reclassification: Increases or decreases in position responsibility may prompt the need to re-evaluate a position. Should this occur, the Department Head or Elected Official (as defined) must update the position description and submit it with a written request for job reclassification to the Human Resources Department. If the position is reclassified to a lower salary range, the incumbent’s base salary will be adjusted down to the same placement in the new salary range as he/she holds within the current range. If the position is reclassified to a higher salary range, the base incumbent’s base salary will be increased to the new range to a level determined by the County Administrator or Elected Official (as defined). Incumbents anniversary dates, benefits, and vacation and leave time will remain the same. Based on the merits of the changes, the County Administrator may recommend to the Board such reclassification.

County Financial Status: Should the Board of County Commissioners, in a time of fiscal difficulty, be unable to grant salary adjustments in a given year; the decision will be communicated to all employees. The County also retains the right, in a time of fiscal difficulty, to make changes or decrease compensation for a given year. Any such adjustment will be applicable to **all** County employees.

Market Increases: The Human Resources Department will conduct periodic market reviews to determine the extent to which pay trends have changed in the market relative to specific positions and/or pay systems.

Should the review result in a decision to adjust the salary structure to reflect a market change, the change will be anchored at the midpoint of the salary range with minimum and maximum adjusted accordingly.

Incumbent salaries may or may not be increased as a result of salary structure adjustment. If the salaries are increased, this action will reflect the changes in the market, which may suggest only certain job families need adjustment. Likewise, the market may suggest change across the board, such as a cost of living change. The result of each market review will be handled on an independent basis with no requirement of the County to take any action or implement any adjustment in its sole discretion.

Lump Sum Payments: The County may award lump sum payments in special situations such as:

- Incumbent's pay has reached the top of the salary range, and performance warrants recognition.
- Incumbent's pay is currently under the maximum of the pay range, but performance warrants an increase that will raise his/her pay level above the salary range maximum. In this case the incumbent may receive an increase that is a partial increase applied to base pay with the remainder awarded as a lump sum payment.

The amount will be determined on a case by case basis by the County Administrator in consultation with the Department Head or Elected Official (as defined), Finance Director, and Human Resources Department.

Section 300 Employment Policies

301 - Workers Compensation Insurance: County employees are covered by Worker's Compensation Insurance for job-related injuries or illnesses in accordance with the guidelines of the Workers' Compensation Act and Archuleta County's policies. The employee is responsible for reporting to his/her immediate supervisor or Department Head or Elected Official (as defined) any injury or accident incurred on the job, regardless of severity, by the end of the shift of the incident. Failure to do so may result in delayed, reduced or denied participation in benefits provided by the Worker's Compensation insurance carrier.

Workers' compensation insurance provides necessary medical coverage and hospital services as well as lost-time benefits for any employee sustaining a work-related injury. A regular full or part-time employee statutorily does not receive compensation for the first three (3) scheduled work days they are unable to work, however, the injured employee will be paid his/her full salary by the County.

Beginning on the fourth scheduled work day the employee is unable to work the employee will stop receiving compensation from the County, and receive temporary total disability compensation from workers compensation insurance provider. All such payments to the employee are equal to 66 2/3 of the employee's pre-disability wage, with no taxes withheld, up to a maximum provided by statute. Until released by the attending physician.

Beginning the fifteenth (15) day an employee is on injury leave, Workers Compensation insurance will re-pay the first three (3) days directly to the employee. In such cases, when the employee returns to work the County will do a negative pay adjustment to the employees pay equal to the first three days paid to the employee.

The worker's compensation insurance is administered by the Human Resources Department and is responsible for handling all workers' compensation claims.

If an injury requires immediate emergency treatment, the nearest hospital emergency room or urgent care facility shall be utilized. Upon release from emergency treatment or with injuries not requiring immediate emergency treatment, the employee must seek follow-up medical care from one of the County's designated medical service providers. The employee is required to use the designated medical provider for all medical care associated by or with such work-related injury. This designated medical provider will manage the case and provide care as necessary for the injury, although he/she may obtain a second opinion or refer the patient to a specialist. It is the employee's responsibility to know the name, location, and contact information for the designated medical provider. Any changes in the designated medical providers will be announced by the Human Resources Department.

Injured employees and their supervisors are to complete the injury reports designated by the laws of Colorado and the insurance provider, including the First Notice of Injury and the Supervisor's Accident Report and all other required reports within twenty-four (24) hours of the injury and must then be provided to the Human Resources Department the next working day. Failure to comply may result in disciplinary action up to and including termination of employment.

An injured employee may not return to work without a written release from the attending or the County's designated physician stating that the employee may resume essential duties and responsibilities of his/her position either under modified duty instructions or full responsibility instructions. The written release must be forwarded to the Human Resources Department.

Any employee off work as a result of a work-related injury shall update his/her Department Head, Elected Official (as defined), or his/her designee on a bi-weekly basis concerning the current status of his/her injury, treatment, and progress toward wellness. This requirement may be fulfilled by any mutual arrangement with his/her Department Head or Elected Official (as defined) or the designee.

302 – Harassment Policy: In support of the Equal Employment Opportunity regulations, the County has a **ZERO TOLERANCE** Harassment policy. A zero tolerance Harassment policy means it is the County's intent that all employees enjoy a safe work environment free from all forms of discrimination including harassment. Discrimination, inappropriate behavior or harassment based on age, race, color, religion, disability, Vietnam era or veteran status, sex, or national origin is considered a violation of these policies and practices, and may result in immediate termination of employment.

The County believes it is all employees', singular and collective, responsibility to deal fairly and honestly with their peers, subordinates, and superiors as well as applicants to ensure a work environment free of discrimination and harassment. Disrespect for or abuse of an employee or applicant's dignity through verbal, physical, or visual slurs of a sexual or intimidating nature, through derogatory or other inappropriate conduct, is unacceptable and may be the subject of disciplinary action up to and including immediate termination.

Sexual harassment is a specific form of discrimination/harassment that undermines the integrity of the employment relationship. Archuleta County will not tolerate harassment by County employees or by those who work with the County including suppliers, the general public, consultants, or any other vendors. Unwelcome sexual advances, requests of sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when one or more of the following may exist:

- Submission to such conduct is either explicitly or implicitly a term or condition of an individual's employment.
- Submission to or rejection of the conduct is the basis for an employment decision affecting the employee.
- The conduct substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work situation or atmosphere.

Harassment and/or discrimination based on age, race, color, religion, disability, veteran status, sex, national origin, or any other factors as protected by law undermines the employment relationship. Harassment may take the form of verbal or physical conduct that degrades, threatens, or shows aversion to an individual because of the aforementioned factors. This form of harassment may exist if one or all of the following exist:

- The conduct substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work situation or atmosphere.
- The conduct adversely affects an employee's employment or work opportunities.

Any employee or applicant, who feels that he/she may have encountered harassing circumstances, should, without fear of reprisal, contact County management immediately as outlined below.

Employees should contact: 1) immediate supervisor or 2) Department Head or Elected Official (as defined) 3) Human Resources Department, County Administrator or County Attorney.

The County will, upon receipt of information that indicates a possible violation of this sexual Harassment policy, investigate the circumstances as soon as reasonably possible, and, if needed, take appropriate actions to eliminate the persistence of such circumstances. The employee, applicant, or candidate may be asked to provide additional information for the investigation. The County will take all steps necessary to maintain confidentiality of the situations and parties involved, but it makes no guarantee of absolute anonymity. Employees and external parties may be provided with information on a “need to know” basis as a part of the investigative process. Proof of sexual harassment, or a knowing false accusation may result in disciplinary action up to and including termination of employment for employees and/or legal action for employees, applicants, and/or candidates.

303 - Americans With Disabilities Act: The County is committed to complying with all applicable provisions of the Americans With Disabilities Act (“ADA”). It is the County’s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual’s disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the County will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the County aware of his/her disability, provided that such accommodation does not constitute an undue hardship on the County.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resources Department and make a request for accommodation. The accommodation request should detail what job responsibilities the employee can and cannot do, and what accommodation the employee is requesting.

On receipt of an accommodation request and a report from a physician describing the extent of the disability, the Human Resources Department and the employee’s supervisor, Elected Official (as defined) or County Administrator will meet with the employee to discuss and identify the precise limitations resulting from the disability and the potential accommodations the County might make to help overcome those limitations.

The County will determine the feasibility of the requested accommodations considering various factors, including, but not limited to the nature and cost of the accommodation, the County’s overall financial resources and organization, and the accommodation’s impact on the operation of the County, including its impact on the ability of other employees to perform their duties and on the County’s ability to conduct business.

The County will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, the employee will be informed of the right to appeal the decision by submitting to the Human Resources Department a written statement explaining the reasons for the request. The Human Resources Department, supervisor, and Elected Official (as defined) or County Administrator will review the appealed request and determine whether to comply or deny the request. If the request on appeal is denied, that decision is final.

The ADA does not require the County to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (eyeglasses, wheelchairs, hearing aids, etc.)

An employee or job applicant who has questions regarding this policy or believes that he/she has been discriminated against based on a disability should notify the Human Resources Department immediately. All such inquiries or complaints will be treated as confidential to the extent permissible by law or circumstances.

304 - Drug-Free Workplace Policy: The County strives to provide a safe and productive workplace for all employees, and an atmosphere that allows for the protection of organizational assets. Consistent with the Drug-Free Workplace Act of 1988, Archuleta County will maintain a workplace free from the influence of controlled substances.

This policy applies to all Archuleta County employees, independent contractors, and vendors. The County expects all employees, contractors, and vendors to be in a physical condition free of controlled substances while at work and during work-related functions, allowing for safe and effective job performance.

Any County employee working under the influence of alcohol, drugs or narcotics and/or involved in the manufacture, possession, sale, or use of such illegal substances while on County property or conducting County business will be subject to disciplinary action up to and including termination of employment.

The unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited on any County site or any site where work is being performed on behalf of the County.

This policy is not altered by the legalization of medical or recreational marijuana.

Testing Standards: For the purpose of this policy, Archuleta County adopts, as its own, the drug and alcohol limits established within the 49 Code of Federal Regulations (CFR) of the Federal Highway Administration (FHWA). The substances tested for include those substances at 49 CFR et seq, as amended from time to time.

49 CFR PART 382 of the FHWA also requires testing for misuse of alcohol or controlled substances for every person who operates a commercial motor vehicle in commerce in any State and is subject to the commercial driver's license requirements. A copy of 49 CFR PART 382 is available for review in the Human Resources Administrators Office

Employees: All employees are required to acknowledge that they have read and agree to abide by the following policy by signing a copy of the policy, provided to the employee during initial employment orientation.

Archuleta County prohibits the use of alcohol, illegal drugs, or prescription drugs without a valid prescription, and on-the-job impairment by employees.

Archuleta County prohibits employees from using or being under the influence of alcohol, illegal drugs, or prescription drugs without a valid prescription, and/or having measurable quantities of these substances in their system during regular and/or designated working hours or upon County owned or leased property.

Archuleta County prohibits the illegal purchase, transfer, or possession of alcohol, illegal drugs, or prescription drugs without a valid prescription, unless such purchase, transfer, or possession is a bona fide part of law enforcement employees work duties.

It is the employee's responsibility to remain unimpaired and free of alcohol, illegal drugs, and prescription drugs without a valid prescription. In addition, the employee must be unimpaired by any drug or alcohol side effects that would impair job performance. An employee must report any prescription or over-the-counter drug side effects to his/her immediate supervisor and be deemed fit for duty.

Any employee taking legal medication should consult a medical professional to determine whether the drug may affect his/her personal safety or ability to perform the essential functions of the job. If an employee is taking a prescription drug, which may affect performance, it is the responsibility of the employee to notify his/her supervisor and the responsibility of the supervisor, then, to make any reasonable adjustments or accommodations to provide a safe work environment for employees and the public. The employee may be required to use sick leave or other form of leave of absence as part of the adjustments or accommodations.

At no time will a County vehicle or any mobile equipment be operated while a driver or operator is under the influence of illegal drugs, prescription drugs affecting performance or alcohol.

Any employee who has been involved in an accident while driving a County vehicle, or his/her own vehicle while conducting County business, and that accident resulted in bodily injury to any accident participant, citation issuance to a County employee, or if the vehicle is disabled to the extent that it cannot be driven from the scene, will submit to drug and/or alcohol testing within two (2) hours, at the County's expense. Employees involved in such accidents shall not to drive a County vehicle or their own vehicle for County business for the remainder of the work day. Employees required to hold a CDL are subject to random drug and alcohol testing as provided in Colorado Department of Transportation regulations.

Employees shall notify the County of any criminal drug statute conviction no later than five (5) days after such conviction. The employee shall also notify his/her Department Head or Elected Official (as defined) who will report the incident to the Human Resources Department. Failure to report such a conviction will subject the employee to termination of employment. The County retains the right to require employees convicted of a violation of a criminal drug statute to participate in an approved rehabilitation or drug assistance program. Participation in such a program is the financial responsibility of the employee. If such a program is mandated, the employee must satisfactorily participate in and complete the approved program as a condition of return or employment and continued employment.

Any employee concerned about his/her own personal alcohol and/or drug abuse is strongly encouraged to seek assistance through his/her own health care provider or other professional treatment organization certified to assist individuals with alcohol and/or drug abuse.

If a supervisor has a reasonable suspicion that an employee is in violation of the policy, the supervisor should immediately consult with the Human Resources Department or County Administrator to determine further action and/or need for the services of a trained observer as defined in the Reasonable Suspicion Testing section of this document. However, it is recognized that if the employee appears to be under the influence of drugs or alcohol, or alcohol or drugs are in his/her possession, immediate action may be required by the supervisor without prior consultation with the Human Resources Department or County Administrator, or the use of any trained observer.

In the event of a situation requiring immediate action when a supervisor has reasonable cause or suspicion that any on-duty employee is using, or is under the influence of, or is impaired by alcohol or drugs, the supervisor will confront the employee with the suspicion and order the employee to the appropriate medical facility or law enforcement agency for an alcohol or drug use or abuse evaluation, which can include blood, urine, or other drug screening. The employee will be transported for such testing by the supervisor or his/her designee.

Non-compliance by the employee of the supervisor's order that he/she be evaluated and screened for alcohol or drug use or impairment will be viewed as a refusal to obey the order of a supervisor. Such action will be considered insubordination, and subject to disciplinary action up to and including immediate termination of employment.

All test results related to drug or alcohol screening will remain confidential, available only to the Human Resources Department, Department Head or Elected Official (as defined), County Administrator, the County Attorney and the affected employee.

Employee Testing: Archuleta County may test any County employee for the presence of drugs or alcohol in accordance with the provisions of this policy.

The employees who can expect to be tested include:

1. Any County employee (reasonable suspicion testing, or follow-up testing under the recommendations of a SAP only;
2. any employee who operates or may operate a County vehicle or any mobile equipment post-accident, reasonable suspicion testing, or follow-up testing under the recommendations of a SAP;
3. any employee who is responsible for the care of minors or persons who are incapacitated post-accident, reasonable suspicion testing, or follow-up testing under the recommendations of a SAP;
4. any employee who is required by law to maintain a Commercial Driver's License post-accident, reasonable suspicion, random testing, or follow-up testing under the recommendations of a SAP;
5. any employee of the Sheriff's Office who is a deputized officer, or who has on-duty access to contraband property or illegal drugs confiscated by a law enforcement official post-accident, reasonable suspicion, random testing, or follow-up under the recommendations of a SAP;
6. any employee who seeks to transfer into or be promoted into a job, which includes any of the above job duties.

Employee Duties: The following requirements shall be a condition of operating a County vehicle at any time and may be a condition of continuing specific job duties for the County, and may be a condition of continued employment with the County.

- Providing your supervisor with timely information regarding prescription or non-prescription drug side effects which may affect your ability to operate a vehicle or to perform your duties.
- Your submission to any applicable portion of the test procedure within the time limits specified by a County supervisor.
- The completion of a drug or alcohol test showing full compliance with the policy.
- The successful completion of a substance abuse treatment program monitored by a Substance Abuse Professional (SAP) or any other conditions imposed by the County after a positive test.
- Failure to promptly follow any reasonable directive of a supervisor relating to the implementation of the policy and procedures.

Failure to comply with the items above will result in disciplinary action up to and including termination of employment.

Potential Employees: The County will not knowingly hire, any individual who uses illegal drugs, or who are abusing prescription or non-prescription drugs or alcohol.

All prospective employees who have been presented a conditional offer of employment may be tested at the County's expense to determine the presence of drugs and/or alcohol in the system and in accordance with the provisions of this policy and the laws and regulations referenced.

A positive drug test indicating illegal drug use or performance affecting prescription drugs is a justified reason for rejecting the candidate. All test results related to drug or alcohol screening will remain confidential, available only to the Human Resources Department, County Administrator, the County Attorney, Elected Official (as defined), the Department Head and the affected potential employee.

Pre-employment testing for any prospective CDL licensed employee is done in accordance with 49 CFR PART 382 including the following: all potential new hires that test positive for an illegal drug or its metabolite, or a controlled drug or its metabolite that has not been prescribed for the potential new hire, or for non-CDL positions those with positive alcohol test will be justification for rejecting the candidate.

Testing Procedures: Archuleta County uses the following types of testing to accomplish the above objectives.

1. Pre-employment
2. Post-accident
3. Random (for commercial drivers licensed employees and emergency services personnel only)
4. Reasonable suspicion
5. Follow-up testing pursuant to the recommendations of a Substance Abuse Professional (SAP).

Breathalyzer and/or urinalysis are used to determine the presence of drugs or alcohol in the system. The testing clinic's medical review officer will designate the collection site for specimens.

The County will pay all costs of testing, including the cost of transportation, and shall deem the time required away from regular duties to provide specimens as work time for purposes of compensation and benefits.

No drug or alcohol testing shall be conducted without an employee's consent unless mandated by law following a motor vehicle accident or arrest by law enforcement, but refusal to provide a sample within the required time frames, if requested by a supervisor for the County or as required by law, will be considered a positive drug test, and the employee shall be placed on paid leave until a final employment decision is made.

A positive test is any drug or alcohol test result, which meets the stated regulatory requirements and is verified by a medical review officer to show the probable presence of drugs or alcohol in the individual tested.

At, or shortly after the time for the test, an employee shall be given an opportunity to present documentation for prescription drugs or to identify any non-prescription drugs or substances which the employee may have been taking. Prescriptions must have been obtained on or before the date of the drug test.

Adulterated and/or tampered samples will be considered a positive drug test and treated as such.

Post-Accident Testing: Post-accident testing is testing that is required following certain events such as vehicular accidents. Post-accident testing for employees shall be performed in accordance with 49 CFR PART 382.

Any employee who was involved in an accident and who tests positive for a prescribed medication affecting the employee's ability to safely perform job duties, illegal drug or its metabolite, or for alcohol, or for a controlled drug or its metabolite that has not been prescribed for that employee will be subject to County action as stated in this policy.

Any employee who leaves the scene of an accident for any reason other than to comply with the instructions of a law enforcement officer or this post accident testing policy will be subject to County action as stated in this policy.

No drug or alcohol testing shall be conducted without an employee's consent unless mandated by law following a motor vehicle accident or arrest by law enforcement, but refusal or failure to provide a sample within the required time frames shall be considered a positive drug test and the employee shall be placed on paid leave until a final employment decision is made.

Random Testing: Random testing is regularized periodic testing of all employees within a job title or group of job titles, conducted in compliance with a statistically valid neutral selection process. Random testing applicable to CDL employees, Certified Sheriff's Office employees, fire, dispatch employees and search and rescue employees, must be done in accordance with federal law, as amended from time to time.

In the event a selected employee is on vacation, sick leave or otherwise not at work, another random selection may be substituted or the first drawn employee may be tested when the employee returns to work.

No drug or alcohol testing shall be conducted without an employee's consent unless mandated by law following a motor vehicle accident or arrest by law enforcement, but refusal or failure to provide a sample within the required time frames shall be considered a positive drug test and the employee shall be placed on paid leave until a final employment decision is made.

Reasonable Suspicion Testing: Reasonable suspicion testing for any employee shall be performed in accordance with 49 CFR PART 382. Those procedures require that reasonable suspicion testing is done only after a "trained observer" makes the determination that the on-duty behaviors and conditions of the employee under all the circumstances present reasonable grounds to believe that the employee is currently impaired by possible substance abuse on the job and is reporting for duty unfit for the performance of his/her job duties. If the "trained observer" makes the recommendation to the employee's supervisor, then that supervisor has the authority to require that the employee submit to the reasonable suspicion testing in a timely manner. If the "trained observer" is actually that employee's supervisor, then that "trained observer" may require that the employee submit to the reasonable suspicion testing.

For the purposes of this policy and procedure, a “trained observer” is one who has received training at the “Supervisor Level” under the CDL requirements of 49 CFR PART 382. Only such a “trained observer” may conduct reasonable suspicion observations and make a recommendation for reasonable suspicion testing on behalf of the County. This training requirement in the standards of reasonableness for detection of alcohol or substance abuse by observation of an individual’s symptoms or behavior ensures that the persons conducting a reasonable suspicion review are knowledgeable regarding the legal requirements for “reasonable suspicion” and for requiring testing only on that basis.

The “trained observer” will identify and document, using a standard reasonable suspicion form, physical, behavioral, and performance indicators of probable drug use or alcohol misuse by observing the appearance, behavior, speech or body odor of the employee under suspicion.

The Human Resources Department is the repository of the standard reasonable suspicion form, and employees may receive a copy by requesting such from the Human Resources Administrator.

Employees identified by a “trained observer” to need reasonable suspicion testing will be immediately escorted by the supervisor or Human Resources Office personnel to a collection site.

No drug or alcohol testing shall be conducted without an employee’s consent unless mandated by law following a motor vehicle accident or arrest by law enforcement, but refusal or failure to provide a sample within the required time frames shall be considered a positive drug test and the employee shall be placed on paid leave until a final employment decision is made.

Refusing to Take the Drug/Alcohol Test

Behaviors that constitute a refusal are as follows:

- Verbal or written refusal to take the test,
- Failure to sign required documents and forms,
- Inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation from a licensed physician,
- Conduct that prevents the completion of a required drug or alcohol test,
- Tampering with or attempting to adulterate the specimen or collection procedure,
- Failure to arrive at the collection site or in a timely manner (within prescribed time),
- Leaving the scene of an accident without a valid reason before the tests have been conducted,
- Failure to allow a directly observed or monitored collection when circumstances mandate it,
- Failure to take a second test the County or collector has directed the employee to take,
- Failure to remain at the testing site until the testing process is complete,
- Refusal to provide a urine specimen,
- A verified adulterated or substituted test result.

Follow-up Testing: Follow-up testing is done in accordance with the recommendations of a SAP for any employee who is required to seek substance abuse treatment as a condition of continued employment. This testing and all treatment shall be monitored and certified by the medical review officer. The recommendations of a SAP in a substance abuse treatment plan shall be written in accordance with the regulations of 49 CFR PARY 382 and shall be required to be followed by an employee who has had a positive test under this policy.

County Action: In situations in which substance use in the workplace has been proven or in which there have been policy violations, disciplinary measures up to and including termination may result.

The County may also immediately require an evaluation by the County approved SAP and comply with SAP recommendations. If the SAP recommends that the employee seek treatment and the County accepts that recommendation in lieu of immediate termination, the employee shall be required to enter a SAP approved program at his/her own expense. If the SAP finds that the employee does not need treatment, the employee may be returned to their normal work duties following a negative drug test result and with or without additional conditions of continued employment.

Employee and prospective employees shall be given the opportunity to explain positive results.

Additional Requirements for Safety Sensitive Positions within the Transportation Department & Senior Services Department:

All positions within the County's Transportation Department and transportation positions are deemed safety-sensitive positions. As such, all department employees are required to participate in the drug/alcohol testing program in accordance with 49 CFR PART 655.15 as well as the County's policy. That policy and corresponding procedures will be provided to department employees by the Department Heads in the initial departmental new hire orientation and reviewed on a quarterly basis. Failure to comply with the policy and procedures will result in disciplinary action up to and including immediate termination of employment.

Tobacco Use: In the interest of employee and public health, Archuleta County discourages tobacco use and has designated County facilities and vehicles as smoke and tobacco free. The County provides designated outdoor areas for use by employees who smoke.

Employees who use any type of tobacco product are asked to utilize the following standards giving utmost consideration to co-workers, customers, and the image of the County.

- Deposit the remains of tobacco products in the proper receptacles and be considerate of the appearance of the work areas, parking lots, and grounds. Maintain cigarette receptacles in a presentable manner.
- Employees shall not smoke within fifteen (15) feet of any entrance to a County facility.
- All general work areas of the County are designated as tobacco and smoke free as well as individual offices and County vehicles.
- For public health and customer service reasons, refrain from smoking when non-smoking citizens are present or move to another designated smoking location.
- Failure to comply with the policy and procedures will result in disciplinary action up to and including immediate termination of employment.

305 - Violence-Free Workplace: The County is committed to preventing workplace violence and to maintaining a safe work environment, and therefore has a **ZERO TOLERANCE** policy against all forms of workplace violence. Engaging in any workplace violence or threats of violence may result in disciplinary action up to and including immediate termination of employment.

Conduct that threatens, intimidates, bullies or coerces another employee or a member of the public at any time will not be tolerated.

All threats of, or actual, violence, both direct and indirect, shall be reported as soon as possible to your immediate supervisor, Department Head, or Elected Official (as defined). This includes threats by employees as well as threats by citizens, vendors, solicitors, or other members of the public. When reporting a threat of violence, the employee should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to your supervisor, Department Head, or Elected Official (as defined). The employee should not place him/herself in peril. If the employee sees or hears a commotion or disturbance near his/her workstation, intercession should not be attempted. Rather, the supervisor, Department Head, or Elected Official (as defined) should be sought, and, if appropriate, 911 should be called.

The Human Resources Department or designee will promptly and thoroughly investigate all reports of threats or actual acts of violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the County may suspend alleged violent employees, with or without pay, pending investigation. Perceived employee victims may also be put on temporary administrative leave until any potential danger is reasonably abated.

Any employee determined, after investigation, to be responsible for threats of, or actual, violence or other conduct in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The County encourages employees to bring their disputes or differences with other employees to the attention of their supervisor, Department Head, or Elected Official (as defined) before the situation escalates into potential violence. The County is eager and willing to assist in the resolution of employee disputes and will not discipline employees for raising concerns prior to violating this policy.

306 - Confidentiality: Although many of the records maintained by Archuleta County are considered public records under state law, certain classes of documents and/or information are considered confidential and private. Dissemination of confidential or private information may be a violation of State law.

Before providing any information or documents to the public, Archuleta County employees must be certain that such information/documents are handled according to the established departmental guidelines.

In addition, employees should not discuss in inappropriate settings such as hallways and break rooms or among friends or co-workers those matters in which employees or clients would have an expectation of privacy. Any release or inappropriate discussion of confidential or private information or records in violation of this policy is grounds for disciplinary action, including immediate termination.

Only Department Heads and Elected Official (as defined), or their designated representative(s), shall release County information to any members of the news media. Those departments having a reason to issue a press release shall have it pre-approved by the County Administrator, appropriate Elected Official (as defined), or Board of County Commissioners, unless the information is regarded as normal day-to-day operational releases, such as meeting notices.

COUNTY EMPLOYEES SHALL HAVE NO EXPECTATION OF PRIVACY REGARDING ANY COUNTY OWNED OR PROVIDED DESKS AND LOCKERS.

All offices, desks, lockers and other storage areas are to be kept clean and used only for work-related reasons. Management reserves the right to inspect all offices, desks, lockers, etc., at any time with or without advance notice. A copy of any key or combination to all locks must be retained by the County at all times.

Desks, telephones, and computers are the property of the County. The County reserves the right to enter and inspect any employee's work area, including, but not limited to, file cabinets, desks, lockers and computer storage disks with or without notice to the employee.

Section 400 Attendance and Leave Provisions

401 - Punctuality and Absenteeism: Employees are expected to report to work as scheduled and on time. Being absent or tardy causes scheduling problems and places an undue burden on fellow employees who must perform their jobs as well as the duties of those absent.

Supervisors shall notify other departments with interfacing responsibility/work duties of absences within the given department to minimize any resulting burden.

Employee records of absenteeism will be kept on a continual basis. All employees are expected to keep absences and tardiness to a minimum. Poor attendance and/or punctuality, regardless of reason, shall be treated in accordance with the Problem Resolution or Performance Counseling policy and may result in disciplinary action.

Any employee who is unable to report to work, or who will be late for work, must notify or make every reasonable attempt to notify his/her immediate supervisor within 15 minutes of the beginning of the day or shift. Should an employee be unable to contact his/her immediate supervisor, a member of the employee's immediate family, or an authorized representative, shall make contact on the employee's behalf.

Absenteeism without notice for one day or one may result in disciplinary action. Absence for three days or three shifts without notice will be considered a voluntary termination. The absence will be documented and inserted in the former employee's file stating reason for termination – "Did Not Return to Work".

402 - Authorized Leaves and Absences: All requests for leaves of absence will be made in writing and approved or denied at the discretion of the Department Head or Elected Official (as defined) in accordance with Federal and State law. The Department Head or Elected Official (as defined) may establish times when some leaves cannot be taken because of work related circumstances.

403 - Paid Holidays: Full-time – Benefits Eligible Employees, as part of their benefit package, receive annual paid holidays. Days observed as official County holidays are designated each year at the beginning of the budget year by the Board of County Commissioners. If specific job requirements deny the designated day, another day will be given as requested by the employee and approved by the Department Head or Elected Official (as defined).

- When a holiday falls on a Saturday, the previous Friday will be observed as the holiday. If the holiday falls on a Sunday, the following Monday will be observed as the holiday. A list of days that are designated as County holidays shall be distributed to employees at the beginning of each year.
- All full-time employees will be paid for eight (8) hours at their regular straight-time rate for all observed holidays. In the event that a non-exempt employee works on an officially recognized County holiday, the employee will be paid at the regular rate of pay for that holiday. Compensatory time or overtime at one and one-half times the regular rate will be paid only if the number of hours worked that workweek, including the worked holiday, exceed forty (40) hours.
- Part-time employees working less than thirty (30) hours per workweek, and contract employees are not eligible for holiday pay.
- Full-time temporary/seasonal employees will not be eligible for Holiday time if it falls during their normal scheduled work week.
- Should a holiday fall during an employee's vacation, the employee will receive holiday pay in lieu of vacation pay for that day. Likewise, should a holiday fall during the time an employee is on health or illness leave, the employee will receive holiday pay and no charge will be made for sick leave.
- The Sheriff's Office, Dispatch and Transportation staff who are required to work on holidays, shall be given a day off in lieu of the County's approved holiday, hour for hour. The hours may be used as needed throughout the year whether the Holiday has occurred or not. For each designated holiday, the employee will be required to schedule/take an eight (8) hour day when demands of the department allow. Holiday leave must be scheduled in advance. Scheduling shall be arranged by submitting a request to the Department Head, Elected Official (as defined), or assigned supervisor. If an employee terminates employment with the County prior to accruing the Holiday, an adjustment will be made in the employee's outstanding leave time or wage amount owed if leave time is exhausted. Holiday hours accrued but not used by the end of the calendar year will be forfeited.

404 - Vacation Leave: All full-time employees begin accruing vacation on the first day of employment and are eligible for vacation after completion of one (1) month of continuous service and will be up to the Department Head or Elected Official (as defined) when you will be allowed to request the time off. For each year of service, full-time employees are eligible, as of their anniversary date of hire, to take vacation in accordance with the following schedule, with hours designated for non-exempt status and days determined for exempt status position classifications:

Years 0 through 5	6.67 hours per month or 80 hours per year or 10 work days of 8 hours per day.
Years 6 through 10	10 Hours per month or 120 hours per year or 15 work days of 8 hours per day.
Years 11+	13.33 hours per month or 160 hours per year or 20 work days of 8 hours per day.

- Vacation leaves may not be taken for more time than has been accrued or has been carried over from the previous year.
- Part-time employees will not accrue vacation time.
- Employees are encouraged to take their earned vacation each year on an annual basis and prior to their anniversary date of hire. The approval must be signed and returned in advance by the Department Head or Elected Official (as defined). Any deviation from this policy must be requested in advance by the employee in writing and approved by the Department Head or Elected Official (as defined). Earned vacation hours may be carried forward with the approval of the Department Head or Elected Official (as defined). The maximum allowable carry over shall be eighty (80) hours above what would be accrued during the year based on years of service and will be capped at a total of 240 hours.
- Accumulated vacation leave in excess of the maximum accrual shall be subject to forfeit except where the employee has been denied the opportunity to take vacation time or special circumstances exist and approval to exceed the maximum accrual has been approved in writing by the Department Head or Elected Official (as defined).
- Employees who have over five (5) years of continued employment receive payment of accrued vacation time once a calendar year. Such pay out is limited to vacation time earned over eighty (80) hours in a given year and shall not exceed a maximum of eighty (80) hours.
- Scheduling shall be arranged by submitting a request to the Department Head or Elected Official (as defined), or assigned supervisor. An employee may not receive vacation pay unless prior approval, in writing, has been granted.
- Vacation time shall be credited accordingly should a County holiday fall during an employee's scheduled vacation.

- Health care or illness time shall be credited accordingly should an employee become ill or injured during his/her scheduled vacation. Should injury or illness occur during vacation, the employee may be required to demonstrate the condition by providing a written doctor's statement.
- In the event the County requests vacation postponement, the circumstances will be documented along with Department Head or Elected Official (as defined) authorization for the employee to carry over paid time off which may exceed the allowed accrual. These type of carry over situations will be handled on a case-by-case basis.
- The Sheriff's Office shall have the discretion to schedule vacation leave for employees to assure coverage of shifts and consistent with departmental needs. Sheriff Office policies regarding the accrual and usage of vacation leave supersedes policies outlined in this document.
- The maximum allowable vacation accrual shall be prorated for eligible employees working less than a forty (40) hour workweek. The prorated amount is based on the number of hours the employee works in a workweek and is determined by dividing the number of hours worked per workweek by forty (40).
- All eligible employees shall be paid, at their current hourly rate of pay, for all accumulated vacation at time of separation from the County.
- Employees accrue vacation leave while on any paid leave, including sick and workers compensation leave. Employees do not accrue vacation time while on any unpaid leave and must have time recorded for at least one half of the working days in any given month.
- **Authorization** – All paid time off must be authorized by an employee's Department Head or Elected Official (as defined).

4005 - Exempt Employees Leave: exempt employees will be eligible for forty (40) hours of flextime per fiscal year. It is recognized that exempt employees often work additional hours above the normal forty (40) hour work week. January 1 of each year forty (40) hours will be made available to exempt employees for time off in addition to accrued vacation and sick time. Flextime off must be recorded on bi-weekly time sheets and hours used will be deducted from the forty (40) hours provided annually. Flextime may not be carried from one year to the next. Flextime has no accrual or financial benefit, and employees will not be compensated for unused flextime.

406 - Sick Leave: Sick leave is a privilege. Employees are expected to exercise good judgment in the use of sick leave. Any employee who abuses this privilege by using sick leave for purposes other than those stated in this policy will be subject to disciplinary action up to and including termination.

The County provides its regular full and part-time employees with paid time off during the year to accommodate health care and illness of the employee or an immediate family member. All regular full and part-time employees begin accruing sick leave on the first day of employment. No employee will be paid for sick leave beyond what has been actually accrued.

Sick leave may be used for the following purposes: non-job related sickness or injury; medical, dental, or optical examination, treatment, or preventative care as well as professional counseling; employee exposure to a contagious disease that may jeopardize the health of others; attend to the medical needs of immediate family. Immediate family members, for this policy, are defined as two people related by blood, adoption, or marriage or civil union as spouse, parent, child, grandparent, grandchild, brother or sister, in-laws, step-relations, common-law partners, or significant others. Sick leave may also be used for attendance to a funeral up to five (5) days.

Employees must notify and report the reason for their absence to the supervisor, Department Head, or Elected Official (as defined) within the first hour of their normal work shift on the first day of absence. Supervisors may require employees to provide a doctor's statement, fitness for duty statement or explanation regarding illness, injury, after 2 consecutive days off or at their own discretion if they feel the employee is abusing their sick time. Employees providing a doctor's statement of a personal illness during the employee's vacation will be allowed to charge the illness time against their sick leave.

- Sick leave accrual will begin the of the month following date of hire.
- Full-time employees earn sick leave at a rate of eight (8) hours per month.
- Part-time employees working less than thirty (30) hours per workweek, seasonal, temporary, and contract employees are not eligible for sick leave.
- Paid sick leave is not granted in excess of the amount accumulated at the time such leave is requested. If an employee uses all of his/her accumulated sick leave, any additional absences from duty are charged as vacation time if such time is available. If vacation time is not available, the employee will be granted leave without pay if the employee satisfies the requirements of the Family and Medical Leave Act. If an employee is not eligible for Family and Medical Leave, the Department Head or Elected Official (as defined), in consultation with the Human Resources Administrator, may grant unpaid leave on a case by case basis.
- If a holiday occurs during sick leave time and an employee is eligible for such paid holiday, no sick leave shall be charged for the holiday.
- Full-time employees may accumulate up to four hundred eighty (480) hours of sick leave. Once the sick leave balance reaches the accrual cap, accrual ceases until the balance has been reduced.

- Upon termination of employment and after five (5) years of continuous service, the County will convert to compensation any accrued sick leave at a rate of 50% of all unused sick leave up to the maximum accumulative number of hours.

407 - Sick Leave Donation: The Archuleta County Leave Donation is intended to assist any regular full time or part time employee who may be faced with a medical condition requiring an absence from work and the employee's paid leave balance is insufficient to cover the period of absence. The following guidelines are intended to further clarify and provide detailed information and instructions for administration of the Leave Donation Policy.

General Guidelines:

Leave Donation is a countywide program with participation by all Elected Offices and departments for any full time employee. Leave Donated hours will be maintained and monitored by the Human Resources department for all donors and donees.

Leave Request Guidelines:

An employee using donated leave hours will not accrue leave benefits during the leave donation utilization period, since the employee would otherwise be on an approved Leave Without Pay (LWOP) and not eligible to earn leave benefits.

All leave donation requests must be submitted to Human Resources and approved in advance of the effective date of the needed absence. No retroactive pay requests from the leave donations will be allowed, unless there is an unforeseen emergency preventing the employee submitting their request in advance.

The maximum hours an employee may request for donation is 12 weeks or 480 hours. Due to privacy and confidentiality laws the name of the employee requesting donated hours cannot be released. Donated hours will be used on a "first in – first out" basis. Used as needed by the employee. Un-needed, donated sick hours will not be deducted from the donating employees accrued balance.

If it is determined that any of the medical information or documentation provided by the employee is false then the donated time used as a result of that medical documentation is subject to repayment. Any abuse or falsification of information regarding a leave donation request may lead to disciplinary action, up to and including termination of employment.

Donee - Eligibility:

The following applies to all employees requesting donations of leave hours:

1. The employee must have exhausted all of their sick and annual leave benefits, including any compensatory time, vacation time, or accrued personal holiday, before any donated-time may be used.
2. The employee must be full-time and have been with the County for at least 1 year.

3. An employee who may be eligible for or receiving any “wage loss benefits” is not eligible to receive any donated leave. Wage loss benefits include, but are not limited to workers’ compensation disability benefits, long-term disability benefits and no fault (automobile insurance) wage loss benefits.
4. The requesting employee shall not solicit donated time from other employees. Employees who ask another employee for donated time may be subject to disciplinary action.

Leave Donation requests may be made for:

The employee’s own serious health condition.

Employees may request to utilize donated sick leave for a serious health condition of an immediate family member. Immediate family members, for this policy, are defined as two people related by blood, adoption, or marriage as spouse, parent, child, grandparent, grandchild, brother or sister, in-laws, step-relations, common-law partners, or significant others.

Approvals of donated leave for other than the employee’s own serious health condition is subject to the approval and recommendation of the employee’s Elected Official (as defined) and/or Department Head. The employee must provide the Department Head or Elected Official (as defined) with a note from the doctor stating the medical necessity for the employee to be away from work.

Employees must also comply with all provisions under the federal Family & Medical Leave Act (FMLA) while utilizing donated sick leave. Compliance with the FMLA does not necessarily guarantee approval of donated leave requests.

Procedure for Leave Donation Requests:

All requests must be submitted on a current approved Leave Donation Request Form to the Human Resource office for consideration at least 30 calendar days in advance when possible.

Any leave granted under this Leave Donation provision is discretionary only and is intended to be used as sick leave hours and cannot be paid out as sick leave upon separation.

Doner - Leave Donations:

Employees who choose to donate hours must complete a current approved Leave Donation form.

The employee must have a remaining sick leave balance of one hundred twenty (120) hours available for their own use.

408 - Bereavement Leave: employees are eligible for twenty-four (24) hours of bereavement leave in the event of a death of a family member. Family member is defined as spouse or civil union partner, parent, child, grandparent, grandchild, brother, sister, or the same relationship of the employee's spouse. Bereavement leave must be coordinated in advance with the employee's immediate supervisor. Additional forty (40) hours may be taken as funeral leave, from available Sick Leave.

Bereavement leave shall not be granted for settlement of estates nor any other matter except to allow the employee time away from work for the bereavement over the death of a family member.

Pay for bereavement leave will be made for actual time lost from work. If the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you may not receive holiday or vacation pay in addition to paid funeral leave.

Requests for paid or unpaid time off in excess of the allotted eligible days will be approved at the discretion of the Supervisor. Vacation, personal time, or compensatory time may be used to take the additional paid time off.

Employees may be required to provide their Supervisor with proof of death (i.e., copy of obituary, funeral notice, remembrance program, etc.) in order to qualify for bereavement leave.

In addition, employees may receive up to four (4) hours to attend services on a scheduled workday for a co-worker. The County Administrator, or Elected Official (as defined) at his/her discretion may grant bereavement leave for exceptional cases not covered in this policy such as the death of a volunteer, board member, etc.

409 - Uniformed Service Leave: The County recognizes that employees may, from time to time, be required or have a situation that legitimately requires their absence from work for an extended period of time to meet Uniformed Services obligations or to respond to a call to active service duty. Absences of this nature will be handled in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994. The employee will be required to provide a copy of official military orders to the Department Head or Elected Official (as defined).

All employees, except those whose pre-service positions are held, or to be held, for a brief, nor recurrent period, with no reasonable expectation of continuing for a significant period, who are called into Uniformed Service, Training, or Active Duty, will be granted leave and reemployment in accordance with The Uniformed Services Employment and Reemployment Rights Act of 1994.

The Uniformed Services Employment and Reemployment Rights Act of 1994 recognize the following as Uniformed Service for purposes of this policy.

- The Army, Navy, Marine Corps, Air Force, Coast Guard, and their respective Reserve branches,
- The Army and Air National Guards,
- Commissioned Corps of the Public Health Service, and
- Any other category or persons designated by the President in time of war or emergency.

The County respects the requirements of uniformed service obligation and recognizes that the above-named military authorities have the sole right to determine the amount of training needed to meet mission and/or duty requirements. The County retains the right to work with the employee and his/her military superiors in complying with the provisions of the Act and other applicable statutes.

The Uniformed Services Employment and Reemployment Rights Act governs the right of workers regarding employment matters, reemployment rights, and discrimination based on military status or service.

Military leave not exceeding fifteen (15) days per calendar year will be granted with pay for the purpose of fulfilling training or active service obligations. The employee shall submit a request for absence to his/her Supervisor as soon as possible after receiving the military order. Military leave shall be in addition to and shall not be concurrent with authorized vacation leave.

Any employee who is required to continue in military service beyond the fifteen (15) day period shall be granted military leave without pay. During the period of military leave without pay, the employee shall not accrue vacation leave or sick leave. After the employee's military service ends, the employee will be reinstated in accordance with Uniformed Services Employment and Re-employment Rights Act (USERRA) and any other applicable laws. For additional information regarding military leave, please contact Human Resources.

Employees shall be reinstated to a position that is similar in status and pay to the position they held before they went into the Armed Forces, provided they are physically able to perform the duties of the position and that they satisfactorily performed the military service. The time spent in military service will count in computing seniority with the County but no other County benefits will accrue.

410 - Jury Duty & Court Leave: It is your civic duty as a citizen to report for jury duty whenever called. All employees shall be granted time off to perform jury duty if such duties conflict with the employee's regularly scheduled work time. If an employee is selected as a juror, the employee must notify his/her supervisor as soon as possible with a copy of the official jury summons. The supervisor may choose to alter the employee's work schedule during the time the employee is a juror so as to cause as little disruption in work as possible. If an employee is excused from court prior to the end of his/her regular or altered work schedule, the employee is expected to return to work.

No benefits are denied to an employee who serves on a jury. The County will pay employees for jury duty performed for the first three (3) days of service which are not paid by the Court. In order to receive jury duty pay, you must present a statement of jury service and pay to your Supervisor. This document is issued by the court. Such hours shall not be counted towards overtime. After three (3) days, the Court begins payment of a stipulated sum per day.

An employee may elect to receive his/her regular pay for up to an additional twelve (12) days by signing over his/her juror pay for this time period to the County. If the employee does not wish to sign over his/her juror pay to the County, and if the jury duty assignment does not exceed fifteen (15) days, the employee may elect to use accrued vacation or leave without pay for the time absent from work.

However, employees testifying in non-work related litigation to which they are a party or witness will not be granted court leave but may use vacation leave, compensatory time, or be granted leave without pay for such absences.

411 - Election Day (Voting). Any employee whose work schedule effectively prevents voting before or after work hours shall be permitted paid leave not exceeding two hours for the purpose of voting. No such paid leave shall apply to any employee whose work schedule is such that there are three or more hours between the time of opening and the time of closing of the polling site during which the employee is not required to be on the job.

412 - Extended Leaves of Absence: Archuleta County recognizes that an employee may from time to time be required to or have a situation that legitimately requires his/her absence from work for an extended period of time. A leave of absence without pay requested in writing may be authorized for an employee encountering the circumstances listed below as well as others that may arise. Absences of this nature will be handled on a case-by-case basis.

To be eligible for a Personal Leave of Absence, an employee must be a full time, regular employee with at least one (1) full year of service to the County.

Eligible employees may request a personal leave of absence for a period of up to thirty (30) work days within a one (1) year period. The request must be in writing, addressed to the Department Head or Elected Official (as defined). Approval or denial of the request will be based on a number of factors, including anticipated work load requirements and staffing considerations during the proposed period of absence. The Department Head will review and then forward to the County Administrator for final decision. The County Administrator or Elected Official (as defined) will determine approval or denial and communicate such in writing to the requesting employee.

Eligible employees must use all accumulated vacation leave and sick leave, if any, as part of the leave period. During an unpaid personal leave of absence, an employee shall not accrue sick or vacation leave. Holidays shall not accrue and cannot be taken.

In order to continue medical coverage while on unpaid personal leave of absence, eligible employees must prepay any premiums. Those arrangements are to be made with the Finance Department's payroll personnel.

Any authorized leave of absence shall not constitute a break in service, but employees do not accrue leave hours during time off.

Employees needing a leave of absence must first inform the Department Head or Elected Official (as defined) of the need for the leave, then meet with the Human Resources Department to discuss leave processes and procedures.

Authorized leave periods must be approved in advance by the Department Head or Elected Official (as defined) and the County Administrator.

Leave approval or disapproval will be determined based on the employee's, the Department's, and the County's needs, in accordance with Federal and State law.

There is no guarantee of reinstatement at the expiration of the personal leave. Failure to return to work at the end of the leave period shall be considered a resignation. An employee who notifies the County of his/her voluntary resignation during the period of the leave shall be deemed to have terminated employment with the County as of the last day worked.

Personal leaves of absence are unavailable for an employee to obtain other employment or to work elsewhere. If the employee is employed by another employer while on personal leave of absence, the employee's County employment will be terminated.

413 - Family and Medical Leave (FMLA): Archuleta County complies with the Family and Medical Leave Act of 1993 and recognizes that under certain circumstances an employee may need to be away from work for an extended period of up to twelve (12) weeks within a given fifty-two (52)-week period as outlined by the law. Absences requested under the provisions of this law will be handled on a case-by-case basis whereby authorization by the County and adherence to the guidelines by the employee will protect service for purposes of maintaining benefits.

The purpose of the Family and Medical Leave Act and these policies and procedures is to balance the demands of the workplace with the needs of families, to promote the stability and economic security of families while increasing employee loyalty, and to promote the involvement and commitment to the operation and business goals of the County.

Under this policy, employees can take a leave for any of the following reasons:

1. The birth of the employee's child or the placement of a child with the employee for adoption or foster care.
2. To care for a spouse (not a domestic partner), child (under 18 years of age, unless disabled) or parent (not parent-in-law or grandparent) with a serious health condition.
3. An employee's serious health condition. A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves:
 - A. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential health-care facility; or
 - B. Continuing treatment by (or under the supervision of) a healthcare provider. Continuing treatment requires that an employee be incapacitated for more than three consecutive, full calendar days; treatment must be obtained two (2) or more times within thirty (30) days of the first day of incapacity, unless extenuating circumstances exist and the initial visit with the provider must be in person and occur within the first seven (7) days of incapacity.
4. To care for a family member injured in the line of active military service ("military caregiver leave").
5. A "qualified exigency" arising from a family member's military active duty or call to active duty ("active duty leave").

How Much Leave May Be Taken. An eligible employee is entitled to take up to 12 workweeks of unpaid leave during a 12-month period for the birth or placement of a child; to care for a spouse, child, or parent with a serious health condition; or for the employee's own serious health condition.

Military Caregiver Leave. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member may take 26 workweeks of unpaid leave during the 12-month period to care for the service member. A "covered service member" is defined as a member of the Armed Forces "who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness." Military Caregiver Leave requires that the serious injury or illness must have occurred in the line of duty and render the service member medically unfit to perform the duties of his/her office, grade, rank or rating.

Eligible employees who need to take Military Caregiver Leave can take no more than 26 weeks of leave in a 12-month period for all FMLA-qualifying reasons. In other words, if an employee takes the full 26 weeks of Military Caregiver Leave in the 12-month period year, the employee is not entitled to any additional FMLA leave for another qualifying reason (such as his/her own serious health condition) during the same 12-month period.

Active Duty Leave. An eligible employee may be entitled to 12 weeks of FMLA leave to deal with a "qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of an eligible employee is on active duty or has been called to active duty.

Intermittent Leave. Employees may take intermittent leave. Intermittent leave is leave taken in separate blocks of time. A reduced work schedule is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday.

Leave to care for a newborn or for a newly placed child may not be taken intermittently or on a reduced work schedule unless the County agrees to such an individual leave request.

If an employee takes leave intermittently or on a reduced schedule basis, the employee must, when requested, attempt to schedule the leave so as not to unduly disrupt the County's operations. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, the County may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

Employee Eligibility. FMLA leave is available to employees who have been employed by the County for at least twelve (12) months and worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the leave. The twelve (12) months an employee must have been employed need not be consecutive months. Employment periods prior to a break in service of seven years or more need not be counted in determining whether the employee has been employed by the County for at least twelve (12) months.

With the exception of time taken by an employee for work-related injuries, the County requires that the employee exhaust his/her compensatory time and all other paid leave as part of the 12/26 weeks of leave. An absence related to an employee's workers' compensation injury will count against FMLA leave entitlement.

A rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave will be used to determine an employee's leave entitlement.

If an employee and the employee's spouse are both employed by the County, the total amount of leave available for both employees is 12/26 weeks. Employees with pregnancy-related disabilities may have the right to take a pregnancy short-term disability leave in conjunction with a family leave.

Notice, Certification and Reporting Requirements. If the need for the leave is foreseeable, an employee must provide thirty (30) days' written notice prior to the requested start of the leave. If thirty (30) days' notice is not provided, the start of the leave may be delayed. If the need for the leave is not foreseeable, an employee must provide notice within five (5) working days of when the need for the leave becomes known to the employee.

If the need for leave is foreseeable due to a planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision in order to avoid disruptions to the operations of the County.

An employee requesting leave to care for a family member with a serious health condition, or an employee with a serious health condition, or an employee requesting Military Caregiver Leave must provide a health care provider's certification of the health condition. These forms are available in Human Resources. Have your health care provider complete and sign the certification form. This must be returned to Human Resources within fifteen (15) calendar days from the date requested. Failure to return this form may result in your FMLA being denied. You will be required to submit recertification from your health care provider of the existence or continued existence for a serious health care condition every thirty (30) days. In the event that you do not submit appropriate medical certification when requested, your FMLA designation may be withdrawn and your leave will not be protected under FMLA

After your health care provider completes the Medical Certification form, it is encouraged that he/she give the form to you and you personally turn the form in. Doing this will alleviate any concerns with HIPAA privacy rules.

If there is any question about the validity of a certification for an employee's serious health condition, the County may request a second opinion from a health care provider designated by the County. If a dispute remains, the opinion of a third health care provider may be required at the County's expense and the resulting opinion shall be final and binding.

During any leave, an employee must provide periodic reports regarding the status of leave and any change in the employee's plans on returning to work.

Benefits During Leave. An employee taking leave under this policy will continue to receive coverage under the County's health plan for up to a maximum of 12/26 workweeks at the same level of employment and under the same conditions of coverage as if the employee had continued in employment continuously for the duration of such leave.

The County will continue to make the same premium contribution as if the employee had continued working, and the employee is responsible for making his/her portion of the health insurance premium contribution. If an employee fails to return following the leave, the employee may be required to repay the premiums paid by the County during leave.

Reinstatement. Employees returning from family leave will be reinstated to their previous position (except for certain highly compensated employees) or to an equivalent position with equivalent benefits, pay and terms and conditions of employment. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if employees on family leave would have been laid off had they not gone on leave, or if their jobs are eliminated while they are on leave, then the employees would not be entitled to reinstatement.

Section 500 Performance Management

The County realizes that, in order to provide optimum service to the public, it must make the fullest possible use of the abilities of its employees. To do this, the County provides for a system of employee development measures including performance evaluations, training programs, promotional opportunities, and employee recognition.

Each employee must take responsibility for contributing to service effectiveness, minimizing liability, and enhancing community relations. Employees may be recognized for work performance or conduct that significantly contributes to the service mission of the County. In contrast, conduct that may detract from the County's mission and reputation shall also be subject to performance management processes.

Archuleta County encourages continuous communication between an employee and his/her supervisor concerning performance. The County Administrator, Department Heads and the Elected Officials (as defined) view the informal as well as the formal processes as ways of reinforcing consistent quality and effectiveness in the delivery of services.

To facilitate the processes, each employee participates with his/her immediate supervisor in planning and evaluating performance. The preparation and results of these discussions are in written form, are signed by all parties involved, and are placed in the employee's personnel records.

Generally, the outline below serves as a framework to guide the performance management processes.

501 - New Employees participate in the performance planning and evaluation processes after continuous service of three (3) months and six (6) months.

- **Three (3) Month Evaluation** - The first process, recommended after ninety (90) days of continuous service, is designed to allow all parties to assess whether employment should continue and to determine what, if anything, needs focus to assist the new employee in meeting performance standards during the three (3) months which follow. No pay increase is included with this evaluation.
- **Six (6) Month Evaluation** - The second process, recommended at six (6) months of continuous employment, allows all parties involved to participate in evaluating progress, to assess whether employment should continue, and if employment continues, part of the six (6) month evaluation process is to determine the performance goals and measures that will be the basis for evaluation upon reaching one (1) year of continuous service with the County.

502 - Employees with Greater than One Year of Service participate in performance planning and evaluation processes that are conducted annually and due on the employee's anniversary date of hire.

Annually, the County considers pay increases using performance evaluation input as well as market information for comparable positions and general market changes that may include the consumer price index (CPI) or the employment cost index (ECI) and the budgetary feasibility to grant increases.

This annual performance review process uses the goals and measures established during the previous annual or initial employment year process and any updates made during the period as the basis of evaluation to measure the employee's performance; provides options for improvement including a timeline for improvement and notice of potential employment ramifications for failure to improve; and provides a forum for the employee and his/her supervisors to establish the goals and measures for the next period of employment. Merit pay increases may result from these performance evaluations.

503 - Promotions and Job Transfers: Employees who promote to a supervisory position or transfer to a job with new duties and responsibilities shall be subject to a minimum 90 day introductory period. Employees could be evaluated after each 30 days during the 90 day period. If by the end of the 90 days the employee is performing at an unsatisfactory level they may be returned to their previous position if it remains open and available. If the employee does not return to his/her previous position, they are subject to termination as a condition of the introductory period.

504 - Staff Development: The policy of the County is to encourage and provide for employee training that promotes efficiency, economy, and safety and to assist employees with improving their abilities required for advancement. Department Heads or Elected Officials (as defined) shall determine departmental employee training requirements, develop and administer internal training programs, and provide active encouragement for employees to participate.

505 - In-Service Training - In-service training includes organized training and educational seminars, lectures, institutes, conferences, workshops, and orientation sessions. This training shall be provided to aid employees in gaining efficiency in their present and future work through development of skills, knowledge, and aptitude. The County shall pay all incidental costs of approved in-service training. Travel will be reimbursed in accordance with the County's Travel Policy.

506 - Supervisory Development Training - This training is targeted for managers, supervisors, and others with supervisory potential. It will provide standardized training in supervisory and managerial principles, personnel policies and procedures, legal issues associated with personnel management, and other skills in human relations and effective communication. The County shall pay incidental costs of approved in-service training. Travel will be reimbursed in accordance with the County's Travel Policy.

507 - Standards of Conduct: Archuleta County recognizes its responsibility to the community as a whole and expects its employees to conduct themselves at all times at work in a professional manner as representatives of local government. Employees are expected to conduct themselves in a manner that contributes positively to the County's reputation. All employees shall be responsible for demonstrating the characteristics of customer service, public service, quality work, positive attitude, effort, and appropriate appearance in the conduct of the duties and responsibilities of their jobs.

In addition, our sole function and primary purpose is to provide services to the citizens of the County. All positions, therefore, are public service positions and all position holders are expected to provide excellent customer service at all times. Employees are expected to take the commitment to serving the public very seriously and to refrain from any behavior that would show disrespect, retribution, or violence to any citizen or group of citizens.

To clarify what is considered unacceptable conduct, the County offers the examples listed below. While not exhaustive, the list identifies improper conduct that may be the subject of corrective or disciplinary actions including, but not limited to, written advisory, suspension with or without pay, demotion, reassignment, or immediate termination. The County may investigate situations and/or incidents which may be considered unacceptable conduct. Furthermore, the County retains the right to identify conduct that may not be listed below as improper and to treat same as the subject of immediate termination.

1. Theft or unauthorized removal of the County property, another employee's property from the premises, or personal use of the same.
2. Altering or falsifying County records or reports.
3. Using, possessing, or selling alcohol and/or unlawful drugs on County premises including County vehicles or reporting to work under the influence of alcohol or unlawful drugs.
4. Improper use of authority or position within the County for personal profit or advantage.
5. Entering false information on the employment application or other personnel records or failing to answer all questions fully and truthfully.
6. Actions resulting in injury to individuals or willful destruction/damage to the County, customer, or employee property.
7. Acceptance of any gift, fee, money, or other valuable consideration provided with the intent to influence the employee in the performance of official duties.
8. Disregard or violation of safety, fire, or security standards and regulations. Failure to use prescribed safety practices with equipment, chemicals, and tools.
9. Unauthorized disclosure of confidential County information.
10. Insubordination—refusal to follow reasonable supervisory instruction or perform assigned tasks.

11. Failure to report to work or leaving work during the standard work schedule without notifying an immediate supervisor as the case may require.
12. Conviction of a felony or other criminal act, which occurred on the job or that may result in consequences that prevent the employee from performing all essential functions of his/her job.
13. Discrimination, inappropriate behavior, or harassment based on age, race, color, religion, disability, Vietnam era or veteran status, sex, sexual orientation or identity, or national origin.
14. Absenteeism or tardiness which inhibits the efficient operation of the department or work group.
15. Neglect of duties or sleeping during scheduled work hours.
16. Incompetent or unsatisfactory work performance as defined within the given job duties and/or other standard duties and expectations employed while working with customers and suppliers on behalf of the County.
17. Failure to immediately report an accident or injury on the County premises or during the conduct of business on behalf of the County to the nearest supervisor or manager.
18. Failure to follow and abide by County ordinances and regulations as an employee of the County or private citizen.
19. Disregard for customer relations—rude, disrespectful or discourteous conduct toward a customer or citizen.
20. Use of profane, abusive, threatening language, or retributive and/or violent action toward fellow employees, supervisors, customers, or the public.
21. Conduct that would bring serious discredit to the County, its reputation, its employees, customers, and/or its suppliers.
22. Failure to comply with the policies and procedures in this document.
23. Failure to comply with departmental policies and procedures.
24. In possession of weapons at work or on County property except sworn Sheriff Department deputies during their regular assigned duties or supervised by a range master.

508 - Performance Counseling: Archuleta County sincerely supports the philosophy that performance counseling must be corrective, positive action. To facilitate and reinforce its standards, it has adopted guidelines (listed below) of correction from the initial verbal advisory to a final advisory that may result in termination. The County views this period as allowing sufficient time for correction of actions which are generally unacceptable but not severe enough to warrant immediate termination. However, it recognizes that some policy infractions by their very nature are serious enough to warrant termination without prior warning.

Performance management actions are viewed as constructive correction processes designed to assist the employee in developing the skills necessary to successfully perform the duties and responsibilities of a given position. With each action taken, the employee will be advised of the next action to be taken should the same or another issue arises. The County may initiate whatever form of corrective action it deems appropriate and necessary, in its judgment, based on the seriousness of the issue. Serious performance management measures may be taken without exhausting less serious measures depending on the circumstances. Disciplinary action taken will be at the discretion of the Department Head or Elected Official (as defined).

Initial Verbal Advisory: The Department Head or Elected Official (as defined) and the employee discuss the issue/concern. These discussions will be documented by the Department Head or Elected Official (as defined), co-signed by the employee and Department Head or Elected Official (as defined), and placed in the employee's personnel file.

Written Advisory: The Department Head or Elected Official (as defined) counsels the employee concerning the issue/concern and recommends a plan for correction/improvement. A written description of the concern/circumstance and the plan for improvement, including the date or dates of follow-up, shall be co-signed by the Department Head or Elected Official (as defined) and the employee and placed in the employee's personnel file. Generally, the time span in the plan for improvement would be from one (1) to ninety (90) days only, depending on the nature of the improvement to be made and the details of the plan for improvement.

Follow-up discussions shall be documented and co-signed as with the original written advisory and placed in the employee's personnel file as an addition to the original document.

Suspension: The employee may be placed on suspension with or without pay. Pay treatment and duration of suspension will be determined in consultation with the Department Head or Elected Official (as defined) and the County Administrator.

Demotion: The Department Head or Elected Official (as defined) may recommend a demotion in pay and/or job classification of an employee for a continued violation of the any policy or practice.

Resignation: Employees are expected to provide at least two weeks' written notice of resignation. Notice shall include anticipated date of departure, employee signature, and any other information the employee deems applicable.

Failure to return to work upon the expiration of a leave of absence, unless medical or other evidence has been submitted to the County along with a request for an extension of the authorized leave, will be regarded and recorded as a voluntary termination without notice.

509 - Termination: Employment with the County is “at-will.” Employees of the County have no contractual, property, or other legal rights in any term, condition, or aspect of the employment relationship, including but not limited to, termination. Employees are free to voluntarily terminate employment at any time, and the County retains the right to terminate employment of any employee at any time.

The County Administrator may terminate an employee immediately without performance counseling. A Department Head may terminate an employee in coordination with the Human Resources Administrator, after review by the County Administrator and/or County Attorney.

An Elected Official (as defined) may terminate an employee immediately, without performance counseling in coordination with the County Attorney and Human Resources Administrator

The procedure for voluntary or involuntary termination of employment is dependent on circumstances and the reason for termination.

Involuntary Termination: All individuals who are employed by the County are employed “at-will.” Employees are free to voluntarily terminate employment at any time, and the County retains the right to terminate employment of any employee at any time. The County does not consider involuntary termination as one in good standing; therefore, employees terminated for cause may not be considered for rehire. Involuntary termination, no matter the cause, is viewed as a serious matter that must be accompanied by the appropriate documentation which demonstrates policy steps have been taken in accordance with the reasons for termination.

Death: In the event of an employee’s death, the termination of employment date will be recorded as the date of death, as recorded in the official Death Certificate.

Disability: Employment may be terminated for disability reasons only when an employee cannot perform the essential duties/responsibilities of the position because of physical or mental impairment, and no reasonable accommodation can be made in accordance with the Americans With Disabilities Act. This action may be initiated by the employee, his/her legal representative, or the County; but in all cases, it must be substantiated by medical evidence that the County deems acceptable. To validate the health condition, the County, at its own expense, may request an examination by its own professionally identifiable, authorized, and qualified health care provider.

Abandonment: An employee shall have abandoned his/her job at any time when the employee has failed to call in to directly report the reason for an unauthorized absence from work to his supervisor or a member of management at any time. Job abandonment may be inferred from a single failure to report as ordered or required and need not be an unauthorized absence of more than one work day.

Job abandonment will also occur when an employee fails to return to work or directly notify the supervisor or a member of management of the reason for absence within three consecutive working days after any approved leave of absence, disciplinary suspension.

In cases in which an employee is expected to call in to report an absence in advance, but due to medical emergency is not able to, the call may be made by another person on behalf of the employee.

When an employee has abandoned his/her job, that employee shall be immediately terminated from County employment. Such termination shall be deemed a voluntary resignation.

Calling in does not necessarily excuse the absence if instructed to return to work.

510 - Separation Procedures:

Notice Requirement: Voluntary employment terminations, except abandonment shall require written notice of the employee's intention and the effective date. The employee is responsible for submitting a written notice to his/her Elected Official (as defined) or Department Head in the event of resignation, acknowledgement of a disability initiated by either the employee or his/her legal representative, and retirement. The Department Head or Elected Official (as defined) shall forward the written notice to the Human Resources Department upon receipt and coordinate the departure with the Human Resources Department.

The Department Head or Elected Official (as defined) is responsible for submitting a written notice to affected employees in the event the County initiates reduction-in-force, acknowledgement of a disability status that cannot be accommodated, or involuntary termination. This notice and the process for implementation shall be coordinated with the Human Resources Administrator prior to implementation.

County Property: At the time of separation and prior to issuance of the final paycheck, all records, assets, keys, and other items of County property in the employee's custody shall be transferred to the Department Head or Elected Official (as defined) and certification of same shall be executed by the employee and acknowledged in writing by the Department Head or Elected Official (as defined). Any amount due the County because of a shortage in any of the areas outlined above, will be collected through appropriate legal action to ensure return County owned property and/or any restitution deemed required.

Final Compensation: Employees shall receive all compensation due at separation in accordance with the standard payroll cycle. In cases of involuntary termination a final check shall not be processed until the employees appeal due process has been concluded. Compensation due a deceased employee shall be paid to the estate of the employee, except for sums that, by law, are to be paid to the surviving spouse or other eligible persons.

Exit Procedure: Exit interviews are a valuable tool to obtain insight from employees who are leaving the County. Therefore, the County may conduct an exit interview with anyone voluntarily terminating his/her employment. An exit interview questionnaire may be given in lieu of the interview. Typically, the Human Resources Department will conduct these interviews. Departing employees may schedule a meeting with the Human Resources Department as soon as possible upon announcement of the pending departure. Retirement plan disbursements and information regarding continuation or waiver of medical and dental benefits will be provided at these meetings or will be handed to the employee with the questionnaire

511 - Problem Resolution: The purpose of the Problem Resolution Policy is to provide a just and equitable method for problem solving and due process for the resolution of conflicts or complaints that may arise out of the scope of employment.

Archuleta County is committed to the prompt and fair resolution of disputes which may arise out of the scope of employment. The Problem Resolution Policy establishes a mechanism for regular employees to be heard when a conflict or complaint arises without discrimination, coercion, restraint or reprisal.

Employees should promptly discuss any work-related conflicts with their immediate supervisor. If the immediate supervisor is the cause of the problem or if the employee feels uncomfortable discussing the matter with the supervisor, he/she should consult with his/her Department Head or Elected Official (as defined) or the Human Resources Department.

If a problem cannot be resolved at a supervisory level, this policy provides a process for just and equitable problem resolution. It provides for increased levels of review that involve participation of higher levels of management personnel as appeals are advanced. At any level in the process, decisions may be by either party. Time limits are established for completing each level of the process to ensure problems receive prompt attention and resolution. However, time limits may be extended upon agreement by both the employee and the County.

No retaliation shall be taken against employees who pursue their rights under this policy.

Actions eligible to access the Problem Resolution process are:

- Discipline resulting in demotion or suspension with loss of pay;
- Disciplinary reduction in pay;
- Inappropriate application of personnel policies or procedures;
- Complaints of discrimination on the basis of race, color, religion, sex, age, national origin, disability, veteran status or political affiliation;
- Harassment, including sexual harassment.

Actions that do not qualify for the Problem Resolution process are:

- Discipline not resulting in demotion, suspension with loss of pay;
- Content of ordinances, resolutions, statutes or established personnel policies, procedures, rules or regulations;
- Content and structure of the Classification and Compensation Plans, including, but not limited to: establishment and revision of wages or salaries, position classification, or general benefits;
- Non-disciplinary discharge, demotion or layoff made because of lack of work, reduction in workforce, or job elimination;
- Assignment of duties and work schedules;
- Promotions, transfers, temporary assignments;
- Workers' Compensation and Unemployment claims;
- Performance evaluations;
- Involuntary termination;
- Board of County Commissioners actions and decisions on policies.

Applicability: The Problem Resolution Policy process is available to all regular employees in all County departments; except as otherwise provided by law, and for regular employees of the Sheriff's Office that are appointed or deputized by the Sheriff and serve at his/her pleasure. Temporary employees, or employees in their first six (6) months of employment, or employees in an introductory period are not eligible to use the Problem Resolution Policy process.

The Human Resources Department, at the request of the department or employee, shall make decisions regarding whether or not an action is eligible to access the Problem Resolution Policy process.

A regular employee who works under the supervision of an appointed Department Head may continue the Problem Resolution Policy process through final review by the County Administrator. For a regular employee who works under the supervision of an Elected Official (as defined), the employee may continue the Problem Resolution Policy process review through the Human Resources Department with final authority to review the dispute resting with that Elected Official (as defined). The Board of County Commissioners has final authority with a problem with the County Administrator or County Attorney.

Compliance: The Human Resources Department is responsible to establish, maintain, and amend from time to time, the Problem Resolution Policy process. The Human Resources Administrator shall make this policy available to any employee who makes an individual request and to all employees whenever a change in the policy occurs.

General Provisions: The Human Resources Department shall maintain the confidential files and records relating to problem resolution files. Files related become a part of an employee's personnel file.

- Upon request of either party, for good cause shown, or by stipulation, the Problem Resolution Policy process may be continued from time to time.
- Employees, their witnesses and representatives, may participate in the Problem Resolution process. Employees may do so without charge to any leave or loss of pay if scheduled in advance with the Department Head or Elected Official (as defined).
- Nothing in this policy constitutes an agreement of employment for any specific period of time.

Termination Appeal Procedure: Terminated County employee has 72 hours to appeal their termination with the County Administrator or Elected Official (as defined). The County Administrator or Elected Official (as defined) then has 48 hours to respond and decision is then final.

Problem Resolution Procedures: If the employee and immediate supervisor are unable to resolve a problem or dispute, the employee may request a meeting with his/her Department Head or Elected Official (as defined). This request must be made within three (3) working days after the action causing the problem or the informal discussion with the immediate supervisor. In those instances when the action leading to the problem has been administered by a Department Head or Elected Official (as defined), the meeting request must be made within three (3) working days of the incident. The employee may request the Human Resources Department attendance at the meeting.

The Department Head or Elected Official (as defined) must meet with the employee within five (5) working days of the request. At the meeting the employee is given an opportunity to explain his/her position and should present any evidence and names of witnesses who may support his/her position. Following the meeting, the Department Head or Elected Official (as defined), or his/her designee, may conduct an investigation including interviewing witnesses.

The Department Head or Elected Official (as defined) must reply to the employee within five (5) working days after the meeting with a decision regarding the problem. This reply may or may not be in writing.

If the employee is not satisfied with the response of the supervisor and/or Department Head or Elected Official (as defined), the employee may continue the process by submitting a written statement within three (3) working days of receiving the response. This statement of continuance must be submitted to the Human Resources Department. It must be specific and contain: the date of the response; the names and address of the complainant; details of the alleged action or decision leading to the problem; the grounds upon which the complaint is based; and a statement of the remedy being sought. After reviewing the statement, the Human Resources Department may or may not request a meeting with the employee. Therefore, the employee should also attach copies of all written evidence, including statements from witnesses.

The Human Resources Department shall issue a written recommendation as to the validity of the problem or dispute and a description of a resolution, if any. This response must be provided within five (5) working days of the meeting with the employee, or if no meeting was arranged, within five (5) working days of receiving the employee's complaint. The Human Resources Department will forward a copy of his/her recommendation to the employee's Department Head or Elected Official (as defined). For problems with a Department Head, the Human Resources Department will forward a copy of his/her recommendation to the County Administrator.

Within three (3) working days of the receipt of the Human Resources Department recommendations, the Department Head or Elected Official (as defined) will make the final resolution decision and provide a written response to the employee. The final decision of the Department Head or Elected Official (as defined) may or may not follow the recommendations of the Human Resources Department.

If the employee is not satisfied with the Human Resources Department review and response of a Department Head, the problem may be advanced to the County Administrator of employees employed in departments with Department Heads. Employees in departments administrated by Elected Officials (as defined), the decision of an Elected Official (as defined) regarding a problem is final.

After receiving the Department Head's final resolution decision, an employee may file a written request for a problem resolution hearing with the County Administrator. This request must be filed with the Human Resources Department within three (3) working days of the receipt of the Department Head's final resolution decision. The Human Resources Department will forward the problem resolution hearing request to the County Administrator.

Within ten (10) working days from the filing of the hearing request the County Administrator shall schedule a meeting with the employee, supervisor, and Department Head to hear the problem and attempt resolution. The meeting must occur within thirty (30) working days of the request and is a fact finding session at which the parties involved present testimony and evidence. Documents that are to be considered must be shared with all parties present. Individuals who have relevant information about the problem or appeal may be asked to attend. Each side will have a total of thirty (30) minutes to present their case. The employee may be represented at the meeting by an attorney or any person of his/her choosing or may present his/her own case. Any such representative shall be solely at the employee's expense. The opinion of the County may be presented by the Human Resources Department Head, or, if the employee is represented by counsel, by the county Attorney or his/her designee.

The County Administrator shall provide a written report and finding to the employee within five (5) working days of the hearing. The County Administrator has the power to affirm, modify, or reverse the action(s) of the Department Head. The decision of the County Administrator is final.

Additional Provisions: Failure by management to reply to the employee's problem or dispute resolution requests within the time specified shall automatically grant to the employee the right to process his/her problem to the next level of review within three (3) working days of the failure to respond.

If an employee fails to continue the problem resolution process from one level to the next within the time limits and in the manner provided, the problem shall be considered settled on the basis of the last level of decision and the problem shall not be subject to further review.

Any level of review, or any time limits established in the process, may be waived or extended only by mutual agreement confirmed in writing.

A complaint against the County Administrator shall be submitted in writing to the Chair of the Board of County Commissioners for review and final decision for action. The Board shall have ten (10) working days to investigate and review the facts related to the problem and issue a written response to the employee.

WHATEVER THE RESOLUTION, THE COUNTY AND MANAGEMENT MAKE NO COMMITMENT FOR EMPLOYMENT OF ANY SPECIFIC DURATION AND EMPLOYMENT WITH THE COUNTY REMAINS "AT-WILL." AS AN EMPLOYEE OF THE COUNTY, EMPLOYEES HAVE NO CONTRACTUAL, PROPERTY, OR OTHER LEGAL RIGHTS IN ANY TERM, CONDITION, OR ASPECT OF THE EMPLOYMENT RELATIONSHIP, INCLUDING BUT NOT LIMITED TO, TERMINATION. EMPLOYEES ARE FREE TO VOLUNTARILY TERMINATE EMPLOYMENT AT ANY TIME, AND THE COUNTY RETAINS THE RIGHT TO TERMINATE EMPLOYMENT OF ANY EMPLOYEE AT ANY TIME.

Section 600 General Provisions

601 - Weather Related Conditions - Facility Closure: On those rare occasions when severely inclement weather or unforeseen emergencies occur, the offices may be closed to all non-essential employees. The County Administrator with approval from the Board of County Commissioners decides when and which facilities should be closed. The closure decision will be disseminated by the Elected Officials (se defined) to their respective offices and departments. Scheduled employees will be paid for the day(s) when their assigned office is closed due to inclement weather or emergencies. Employees who are on personal, medical, emergency or other leave during a closure will not receive additional compensation or additional time off because of the closure. The closure time will be counted as personal, medical or emergency leave as appropriate. Employees who are required to work such as Equipment Operators, and the Sheriff Office Employees are considered essential and will not be given the time off.

When an employee chooses to stay at home or leave work early because of safety concerns due to adverse travel conditions, disciplinary action may be waived by the decision of the direct supervisor, depending on the facts of the situation. However, just because an employee chooses to live in a geographical area that may be subject to more severe weather and road conditions does not relieve that employee of his/her responsibility to be at work on time each scheduled workday. When employees choose to leave work early or not to report to work if they have safety concerns, they have the option of taking the time without pay or using Annual Leave.

602 - Conflict of Interest: Employees shall not accept or engage in any activity, business, or employment during or after working hours that would conflict with the interests of the County or interfere with the unbiased ability of the employee to discharge his/her duty to the public in the best interest of the County. The County retains the sole right to determine that which constitutes a conflict of interest in accordance with appropriate Federal, State, and local statutes, regulations, ordinances, and mandates.

- Should a situation arise concerning a possible conflict of interest with any County employee or member of an appointed board and any enterprise or organization doing business with Archuleta County, the details of the situation will be presented to the Department Head, Elected Official (as defined) and Human Resources Administrator for review, investigation, and final determination.
- Use of the official logo, letterhead, or other items in the conduct of activities that may not be viewed as County business is prohibited.

Violation of this policy may result in disciplinary actions, up to and including immediate termination.

603 - Continuing Education – The County encourages continuing education as part of an employee’s personal growth and development. An employee may be eligible for reimbursement of actual expenses for attending or taking college level courses from an accredited college or university (not to exceed \$1,000 in any calendar year). The college course must be job-related and will be determined by the employee’s Department Head or Elected Official (as defined), or be required for a job-related degree as determined by the employee’s Department Head or Elected Official (as defined). To be considered for reimbursement and prior to registering for any course the employee must have written approval from their Department Head or Elected Official (as defined). Employees are encouraged to coordinate with their Department Head or Elected Official (as defined) during budget preparation process, prior to the start of a new calendar year.

604 - Vehicles, Equipment, and Facilities: Archuleta County issues vehicles and equipment for its employees’ use in the delivery of the services provided by the County.

The County classifies employees into three categories according to the driving requirements of their jobs:

Non-driving: These employees never need to drive on County business.

Marginal driving: These employees occasionally or frequently need to drive on County business.

Essential driving: These employees drive on County business as an essential part of their job function. This category includes CDL holders in safety-sensitive jobs such as Equipment Operators, many Departments of Public Safety personnel, Department of Transportation personnel, and many emergency personnel.

The Human Resources Administrator in conjunction with the department head will determine which employees/jobs fall into which category, and review the determination annually. The Human Resources Administrator will manage the Fleet & Risk Management County Vehicle Use Policies and Procedures. All employees who drive for Archuleta County, no matter the frequency of the driving, must adhere to the Fleet & Risk Management County Vehicle Use Policy and Procedures outlined in this document and any additional related documents issued.

Every employee who drives a vehicle on County business will possess a valid Colorado driver’s license appropriate to the vehicle driven at all times. No employee will drive a vehicle on County business if that employee’s driving privileges are under suspension, have been revoked, or their license has expired. Employees classified in the Marginal and Essential driving positions will inform their supervisor within twenty-four (24) hours or the next working day of any such suspension, revocation or license expiration. Failure to do so may subject the employee to disciplinary action up to and including termination.

The Human Resource Department may perform annual driver’s license record checks on all County employees. in Marginal and Essential driving positions. Any employee in an Essential driving position who has a driver’s license suspended, revoked, or expired may be immediately terminated as an employee of the County. Any employee in a Marginal driving position who has a driver’s license suspended, revoked, or expired will be prohibited from driving on County related business and may be subject to other disciplinary action.

If that employee can no longer perform the essential functions to his/her position as a result of the prohibition, that employee's employment with the County may be terminated, unless the employee is qualified to transfer into an available non-driving position.

Any employee convicted of an alcohol or illegal drug related offense while driving a County vehicle, or while driving any vehicle on County business, will be immediately terminated as an employee of the County.

For Marginal driving positions, an employee's driving record is unacceptable if it shows the following:

- Twelve (12) points or more of violations within the last three (3) years, or
- One alcohol or drug related driving conviction within the last three (3) years.

For Essential driving positions, an employee's driving record is unacceptable if it shows the following:

- Twelve (12) points or more of violations within the last two (2) years, or
- One alcohol or drug related driving conviction within the last year.

If an employee's motor vehicle records check shows either of the above, the record will be reviewed by the employee's immediate supervisor and the County Administrator. The County Administrator and the employees Department Head or Elected Official (as defined) will determine what action will be taken, up to and including termination of employment.

Employees agree that while driving on County business, they will operate vehicles in a safe, prudent manner and drive defensively to minimize risk to themselves and those around them. All traffic laws and motor vehicle laws will be obeyed at all times. All vehicle occupants shall wear seat belts at all times, except for the Senior/disabled bus and Mountain Express public transportation passengers for whom seat belt usage is optional.

All accidents involving any County vehicle or County equipment shall be reported immediately and the proper reports will be submitted as soon as possible to the Department Head or Elected Official (as defined) who will then forward to the Human Resources department. Failure to comply with this requirement may result in disciplinary action up to and including termination of employment.

Drivers and other employees directly involved in any accident involving any County vehicle or County equipment that results in bodily injury to any accident participant, citation issuance to a County employee, or if the vehicle is disabled to the extent that it cannot be driven from the scene, shall report to supervisor and law enforcement within two (2) hours of the accident. The emergency room administrative personnel are to be directed to send the results of the drug and alcohol test as soon as possible to the Human Resources Department for appropriate action.

Employees who fail to comply with this requirement may be subject to disciplinary actions up to and including termination of employment. All test results related to drug or alcohol screening will remain confidential, available on a "need-to-know" basis only, to the Human Resources Administrator, Department Head, Elected Official (as defined), County Attorney, and the affected employees. Employees involved in such accidents are not to drive a County vehicle or their own vehicle for County business for the remainder of the work day.

An accident involving a County vehicle or County equipment that is determined to be the fault of the employee through carelessness or neglect may result in disciplinary actions up to and including immediate termination.

Employees shall maintain County vehicles both inside and out in a neat, clean, and orderly manner. County issued gas cards and car wash cards shall only be used for County owned vehicles.

Employees shall report any defects or maintenance problems immediately to their immediate supervisors who shall then notify the Department Head or Elected Official (as defined) and the Fleet Manager.

Persons who are not employees of the County may be transported in a County vehicle if such transport is for County business when these people are performing a function or providing a service that is considered to be a benefit to Archuleta County.

Other governmental employees may ride in a County vehicle if they are involved in County business, and the vehicle is driven by a County employee.

People who are not County employees, approved volunteers performing County business, County business passengers (such as, public transportation passengers, inmates, etc.), people directly performing County business mentioned above, and the other governmental employees mentioned above, are prohibited from riding in County-owned vehicles at any time unless otherwise approved by the Department Head or Elected Official (as defined). This includes relatives and friends of the County employee, unless the relative is accompanying the employee to an out-of-county training or meeting site. In addition, pets and hitchhikers are prohibited from riding in County-owned vehicles. However, pets in proper carriers and service pets are permitted in County transportation buses.

An annual review of drivers' license reports will be done to update qualifying information. Failure to annually satisfy all qualifications will result in immediate elimination as a volunteer driver for the County.

Smoking and tobacco use is prohibited in County vehicles at all times.

Vehicle services shall be obtained according to the Fleet Management schedule.

Use of County vehicles is limited to official County business. County vehicles shall not be used for commuting, except in instances of "on-call" employees as approved by the County Administrator. Assigned County vehicles are subject to annual review by the appropriate department head and final determination by the County Administrator.

County vehicles shall not be used for personal business unless specifically pre-approved for such in writing by the County Administrator or Elected Official (as defined). The personal use of a County vehicle includes commuting to and from work, except for instances of "on-call" employees mentioned above, and are considered by the IRS to be a non-cash employee benefit and subject to both income and employment/payroll taxes. In those cases in which personal business use is approved, the Finance Director will calculate the tax according to prevailing IRS procedures regarding fair market value of the benefit, and it will be shown on the employee's W-2 at the end of the calendar year.

The user of the vehicle is required to keep a record of all use, business and personal, including the date used, the business or personal reason for the use, and the mileage used. Copies of the log are to be submitted to the Finance Director on a monthly basis. Failure to comply and/or falsification of records are subject to disciplinary action up to and including termination of employment.

Use of personal vehicles for County business on a regular basis is discouraged. Employees using their own vehicles to perform County business must meet the statutory levels of insurance coverage:

- Auto liability: \$50,000 per accident
\$25,000 each person
- Property damage: \$15,000 property damage
- Uninsured motorist: Basic limit

In the event a County vehicle is not available for use and an employee needs to use their own personal vehicle to conduct County business, the County will reimburse properly documented requests for mileage reimbursement at the current IRS standard mileage allowance.

605 - Supplies and Equipment: The County provides supplies, tools and equipment for the employee's use in performing his/her job. Employees are asked to exercise care, safety, and conscientiousness in the use of the County property.

- Personal use of, or allowing others to use County property, unless previously authorized, shall not be allowed.
- Removal of the County's supplies, tools, or equipment from the County premises shall not be allowed unless it is authorized as part of the conduct of County business that is being performed off-site.
- Unsafe or careless use of County supplies, tools, equipment, and chemicals may be viewed as a violation of safety standards and may become the subject of disciplinary action.
- Personal property that is damaged or lost in conjunction with the performance of County assigned duties will be reviewed on a case-by-case basis for repair or replacement.

Archuleta County issues the following equipment to its employees:

- Safety eyewear, hard hats, safety work boots (allowance to be determine by the Public Works Director), uniforms, rain gear, gloves, coats/bibs (once a year) & vests to the Public Works Department.
- Work boots, hats, uniforms, rain gear, gun belts and accessories, weapons, ballistic vests and jackets to the Sheriff Office employees.
- The Assessor's office issues hard hats, gloves, coveralls, snow shoes, jackets and raingear.

606 - Community Relations /Citizens' Concerns: Archuleta County recognizes its responsibility to the community as a whole and expects employees to conduct themselves at all times in a professional manner as representatives of the local government. Employees are expected to conduct themselves in a manner that contributes positively to the County's reputation. All employees shall be responsible for demonstrating the characteristics of customer service, public service, quality work, positive attitude, effort, and appropriate appearance in the conduct of the duties and responsibilities of their jobs.

All employees are expected to provide excellent customer service at all times. It is each employee's responsibility to ensure that citizen and other entities' concerns are addressed in a high quality, courteous, timely, service-oriented manner.

If an employee is unable to resolve a Citizen's concern, he/she will immediately report it to his/her supervisor for resolution or appropriate forwarding to the proper department. It is essential that everyone maintains a pleasant, courteous, and businesslike/professional manner in communicating with and responding to each other as well as to the County's various customers. Whether in person or via other means, such as telephone, written correspondence, or electronic/automated transmission, the manner in which the interface is handled can promote goodwill that reinforces the competency of the individual employee's performance and the regard with which the County is viewed for employing competent, capable representatives.

Regardless of the nature of the contact, each employee is responsible for his/her own conduct and behavior toward citizens. All employees are expected to be courteous, professional, and helpful, and to refrain from any behavior that would show disrespect, lack of courtesy, retribution, or violence to any citizen or groups of citizens. This includes but is not limited to: discriminating actions, disregard for customer relations; rudeness; use of profane, abusive, or threatening language; and conduct that would bring serious discredit to the County, its reputation, its employees, customers, and/or its suppliers.

607 - Media Comments Regarding inquiries or requests for information from the press: Requests for information by the press should be deferred to the Elected Officials (as defined) or County Administrator. If the topic concerns day-to-day activities of the department, the inquiry will normally be deferred to the department head. Employees shall not give interviews or provide information directly to the press without the specific approval of their Department Head or Elected Official.

Please respect this policy, for your protection and to ensure a consistent message from this organization.

608 - Political Activities: The County encourages its employees in matters of responsible citizenship and does not by these provisions intend to prohibit County employees from engaging in political activity. However, Colorado law requires these activities to be confined to hours when the employee is not on duty. Also these activities shall not impair the employee's efficiency at the employee's particular job in the County government, and so long as the Employee does not utilize any County resources or equipment, an employee is free to engage in or support any candidate or political process free from coercion or interference from any county official or employee.

To ensure compliance with Colorado law and to serve the best interests of the employees, taxpayers, and the County, it is necessary to restrict certain types of political activity without infringing upon the employees' rights to exercise their suffrage as citizens. This procedure is set forth to safeguard the employee from political pressure to support, financially or otherwise, any political party or person and to safeguard the interests of the public whom employees serve without regard for political opinion or affiliation. Nothing in the policy or these procedures shall be construed to restrict an employee's freedom to express opinions or exercise his/her right to vote while off-duty.

No employee, either full-time or part-time, shall campaign for or against or publicly support or oppose any candidate while on duty.

No County employee, either full-time or part-time, while on duty or in a uniform which identifies him/her as an employee of the County shall:

- Canvass on behalf of any candidate, political party, or political issue;
- Display any political media (i.e.: email, fax, mail, buttons, etc...) whether it is campaign related or supportive of an Elected Official's views;
- Circulate any petition;
- Participate in petitioning activities focused on public service issues presented by the general public (non-County officials); or

No employee shall place, allow to be placed, or allow to remain on County property or vehicles, any political media or campaign materials.

Any active, full-time or part-time employee who is announcing candidacy for an elected office may choose to continue his/her regular work schedule with the County if no interferences or conflicts of interest occur. While the employee-candidate is at work, only County business will be conducted and the office/department atmosphere will be one of courtesy with no form of perceived retaliation. Any related political activity will be restricted to off-duty hours. The employee-candidate may request a leave of absence, using accrued leave time.

Employees whose principal employment is in connection with federally financed activities are subject to the following Federal requirements as a condition of such employment:

- Covered employees may not use their official authority or influence for the purpose of interfering with or affecting the results of elections or nominations for office.
- Covered employees may not coerce, attempt to coerce, command or advise other covered employees to pay, send, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.

- Covered employees may not be candidates for public office in any partisan election. A partisan election is one in which at least one of the candidates is to be nominated or elected as representing a party, any of whose candidates for presidential election received votes in the last proceeding election at which presidential electors were selected. This latter restriction does not apply to governors or lieutenant governors of states or individuals authorized by law to act as governor, mayors of cities, duly elected heads of executive departments of state or municipal merit or civil service systems.

In summary, no employee can take any action that is not directly part of their position duties and responsibilities that can be interpreted as campaigning for or against any political candidate or cause:

- while on duty or in uniform,
- while on County property,
- or while in a situation in which they are representing the County.

Failure to comply will result in disciplinary action up to and including immediate termination of employment.

609 - Gifts and Favors: No local government official or government employee shall accept or receive any money, forbearance, or forgiveness of indebtedness from any person, without such person receiving lawful consideration of equal or greater value in return from the local government official or government employee who accepted or received the money, forbearance or forgiveness of indebtedness.

No local government official or government employee either directly or indirectly as the beneficiary of a gift or thing of value given to such person's spouse or dependent child, shall solicit, accept or receive any gift or other thing of value having either a fair market value or aggregate actual cost greater than fifty dollars (\$50) in any calendar year, including but not limited to, gifts, loans, rewards, promises or negotiations of future employment, favors or services, honoraria, travel, entertainment, or special discounts, from a person, without the person receiving lawful consideration of equal or greater value in return from the local government official or government employee who solicited, accepted or received the gift or other thing of value.

The prohibitions in subsections and of this section do not apply if the gift or thing of value is:

- a) A campaign contribution as defined by law;
- b) An unsolicited item of trivial value less than fifty dollars (\$50), such as a pen, calendar, plant, book, note pad or other similar item;
- c) An unsolicited token or award of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
- d) Unsolicited informational material, publications, or subscriptions related to the recipient's performance of official duties;
- e) Admission to, and the cost of food or beverages consumed at, a reception, meal or meeting by an organization before whom the recipient appears to speak or to answer questions as part of a scheduled program;
- f) Reasonable expenses paid by a nonprofit organization or other state or local government for attendance at a convention, fact-finding mission or trip, or other meeting if the person is scheduled to deliver a speech, make a presentation, participate on a panel, or represent the state or local government, provided that the non-profit organization receives less than five percent (5%) of its funding from non-profit organizations or entities;
- g) Given by an individual who is a relative or personal friend of the recipient on a special occasion;
- h) A component of the compensation paid or other incentive given to the recipient in the normal course of employment.

610 - Safety: It is the County's intent that all employees enjoy a safe work environment free from known health and safety hazards.

The County has established safety practices concerning work area organization as well as the use of tools, equipment, and chemicals.

- Each employee is expected to take responsibility for helping ensure the standards are followed by conducting his/her activities in accordance with established practices.
- It is each employee's responsibility to report any accident or injury on the job immediately to his/her immediate supervisor, regardless of severity.
- Failure by an employee to follow safety standards or related practices may result in immediate disciplinary action up to and including immediate termination.

Additionally, departments may establish safety policies and procedures unique to their operational needs.

611 - Hardware/Software/Internet Use: The organization-wide information and computer system, as well as all software, computer hardware and peripherals, and Internet/Web access are the property of the County and are provided to employees solely for County business use.

Employees should keep in mind that when they use the County's computer system their actions and communications may be identified as those of the County. As such, employees are to exercise sound professional judgment at all times when using the County's computer system.

The use of the County's computer system and access to the Internet is a privilege, not a right. Users will be held responsible for their actions when using the computer system and the Internet. Unacceptable uses may result in suspension or revocation of user privileges and/or other disciplinary actions. User activity that may indicate a violation of law could be disclosed to law enforcement or other third parties without prior consent of the employee.

Demonstrated intent to violate this policy may be considered the same as an actual policy violation. Demonstrated intent means evidence of actions that if successful or if carried out as intended, would result in a policy violation.

Most users should have no expectation of privacy or confidentiality in the content of any message or document created, archived, stored, received, deleted, viewed, or sent with the County's computer resources. The Elected Official (as defined) or Department Head reserves the right to monitor, access and/or disclose the content of any of these messages or files without prior notice to the users, including all information and contents of any individual computer, laptop computer, voice mail, information systems, or telecommunications systems. The Elected Official (as defined) of Department Head also reserves the right to remove any files from County computer resources without prior notification.

The County is using software and operating systems to monitor and record computer usage. The IS Department, at the request of the Department Head or Elected Official (as defined), may review computing activity and analyze usage patterns to assure that the County's computing resources are devoted to maintaining the highest standards of public benefit and employee productivity.

Management and Administration: All software loaded on County computers must be properly licensed and documented. Documentation (license information, serial numbers, purchase orders, receipts, etc.) must be maintained and readily available. Any unlicensed or unauthorized software found on the County's computer system will be removed. All software licensing shall be maintained by the IS Department, any department purchasing software shall forward all licensing information to the IS Department.

An employee may be held liable for any damage to the system due to an employee loading personal software onto the system or otherwise causing intentional damage to the system.

Viruses can cause a significant disruption to County computer services. The IT Department will, whenever possible, implement virus-scanning systems and processes to eliminate or significantly limit damage to its computer resources from these programs.

All users must comply with federal, state and local laws governing intellectual property, software licenses and copyrights. Copyrighted material, including text, pictures, video, sound, and other attachments, should not be copied or distributed using the County computer resources without appropriate credit and, where necessary, permission from the author, composer and/or owner.

User Guidelines: All usage of the County computer system, including the Internet, must be consistent with County business purposes. Each user should regulate his/her usage behavior by remaining mindful that the usage shall facilitate the effective operation and delivery of County services. To assist in such judgment, general guidelines include, but are not limited to:

- Users should not share Archuleta County Passwords with anyone. All Passwords are to be treated as sensitive, confidential information.
- If someone demands a Password, refer the person to this document or have the person contact the IT Manager or approved designee.
- Users should not write Passwords down and store them anywhere in their offices.
- If an account or Password is suspected to have been compromised, report the incident to the IT Manager or approved designee and change all Passwords.
- Abide by the generally accepted rules of network etiquette and customer service.
- Do not send or forward abusive messages.
- Use appropriate language.
- All communications and information accessible via the network should be assumed to be copyrighted property, unless specifically identified otherwise.

- Do not access, review, upload, download, store, print, post or distribute pornographic, obscene or sexually explicit material.
- Do not access, review, upload, download, store, print, post or distribute any gambling material from the internet.
- Do not transmit or receive obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language.
- Do not access, review, upload, download, store, print, post or distribute materials that use language or images that advocate violence or discrimination toward other people or that may constitute harassment or discrimination.
- Do not engage in any illegal act or violate any local, state or federal statute or law.
- Do not vandalize, damage, or disable the computer system property or use the computer system to vandalize, damage or disable the property of another person or organization.
- Do not attempt to or actually degrade or disrupt equipment, software or system performance by spreading computer viruses or by any other means.
- Do not tamper with, modify, or change the County's system software, hardware or wiring or take any action to violate system security, and do not use the County system in such a way as to disrupt the use of the system by other users.
- Do not use the County's system to gain unauthorized access to information resources or to access another person's materials, information or files without the permission of that person.
- Do not use the County's system for mass distribution of commercial or unofficial fund-raising messages.
- Do not post an anonymous message, forward to another person, forge or disguise a return address or send a message through a "re-mailer."

Any user may be held personally responsible for the cost of repairing damage to computer resources, including but not limited to the replacement of equipment and/or payment for the time required to repair the damage when such damage is the result of a user's deliberate or negligent misuse of computer resources.

Disciplinary action for violation of this policy may include, but is not limited to, warning or reprimand, performance counseling, changes in work assignments or other measures designed to prevent future misconduct, or termination of employment.

Employees shall not for any reason access sexual explicit material from any personal electronic device on any County property, nor shall any employee display any material with sexual content.

612 - Electronic Mail (E-Mail): An electronic mail system that is provided to assist County employees in the conduct of business and services. Both the internal e-mail system and e-mail through the Internet are considered the electronic mail system as set out in this statement. All messages composed, sent, or received on the electronic mail system are and remain the property of the County. These messages are not the private property of an employee.

General Information: The use of e-mail is reserved for County business. All messages and files created, sent, received or stored within the system should be related to County business and will remain the property of the County.

Internal and external e-mail messages are considered business records and may be subject to discovery in the event of litigation.

All messages created, received, or sent over the electronic mail system for any purpose may be reviewed, audited, intercepted, accessed, and disclosed according to State and Federal statute. The contents of electronic mail properly obtained for legitimate business purposes may be disclosed within the organization without the permission of the employee.

The confidentiality of any message should not be assumed. Even when a message is erased, it is still possible to retrieve and read that message.

Notwithstanding the right of the County to retrieve and access any electronic mail message, such messages should be treated as confidential by other employees and accessed only by the intended recipient.

Information or correspondence in the form of electronic mail may be considered public record under public records law and may be subject to public inspection under the law.

The electronic mail system is not intended for use to solicit or canvass for commercial venture, religious or political causes, or other non-job related solicitations. Further, it is not to be used to create or disseminate any offensive or disruptive messages.

Any employee who discovers a violation of this policy should notify his/her immediate supervisor, Department Head, or Elected Official (as defined).

Any employee who violates this policy or uses e-mail for improper purposes may be subject to elimination of e-mail privileges or disciplinary action, up to and including termination.

Management and Administration: The content of e-mail, voice mail messages for any file may not contain anything that would reasonably be considered offensive or disruptive to any employee. Offensive content would include, but is not limited to, sexual comments or images, racial slurs, gender specific comments or any comments that would offend someone on the basis of age, sex, sexual orientation, religious or political beliefs, national origin, or disability.

Regarding e-mail access and usage, the County prohibits:

- Dissemination or printing of copyrighted materials, including articles and software, in violation of copyright laws.
- Sending, receiving, printing or otherwise disseminating proprietary data, vendor trade secrets or other confidential information of the County in violation of company policy or proprietary agreements.
- Offensive or harassing statements or language including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs.
- Sending or soliciting sexually oriented messages or images.
- Usurping business opportunities or soliciting money for personal gain, or searching for jobs outside of the County's own job postings.
- Sending chain letters.
- Gambling or engaging in any other activity in violation of local, state, or federal law.
- The circulating of jokes, comics or non-job related computer graphics.

Disciplinary action for violation of this policy may include, but is not limited to, warning or reprimand, performance counseling, changes in work assignments or other measures designed to prevent future misconduct, or termination of employment.

613 - Cellular Telephones: It is the County's desire that when practical and feasible, if an employee uses a cell phone for both work and personal calls, the employee provides the cell phone and pays the monthly phone bill. Upon the recommendation of the department director and approval of the County Administrator, employees will be given a cell phone allowance to cover the approximate cost of conducting County business on personal cell phones or other portable communication devices.

As situations warrant, the County will provide the appropriate communications equipment. In those situations, employees are required to reimburse the County for personal use of County cell phones or other portable communication devices.

Advances in technology have changed the way organizations do business. The use of cell phones, Nextel radios, text messaging, etc. have become accepted tools for communication and, in many cases, improve efficiencies and levels of service.

With new technologies often come new problems/issues. In the case of cell phones and other portable communications devices, many employees use these for both personal and business purposes. This creates issues of cost allocation or reimbursement, individual privacy vs. public open records laws, etc. The potential time requirements for internal controls, invoice review, tracking reimbursements, etc. are neither an effective or efficient use of staff time.

Some positions require an employee to be available by phone at any time in order to conduct emergency or on-call County business. In this case, the County shall provide the employee with a cell phone or other portable communication device. This situation shall be determined by the department director and approved by the County Administrator. County-issued cell phones or other portable communication devices are to be used only to conduct County business. In the event that a County-owned cell phone or other portable communication device is used for non-County business, the employee shall reimburse the County for minutes used at the per minute rate of the calling plan.

Approved employees that use their personal cell phone, or other portable communications device, for County business are eligible for a monthly cell phone allowance of \$40 per month. The request for a cell phone allowance may be initiated by the employee, the employee's supervisor, or the department director. The request shall include a description of the business need for the cell phone or other portable communications device and a basis for the amount of the allowance. In addition, at the discretion of the County Administrator or Elected Official (as defined), reimbursement for actual cost of cell service may be allowed up to \$40 per month. Once permission is secured by the County Administrator or Elected Official (as defined), the authorized employee shall submit on a monthly basis documentation of business-related cell phone expenses to the County Administrator or Elected Official (as defined).

The County Administrator or Elected Official (as defined) shall approve the reimbursement request in writing and forward to the Finance Department to payment.

The Finance Department may, at any time, conduct a review of monthly invoices to ensure the appropriateness of the allowance or reimbursement amount.

The County Administrator, or designee, shall approve all requests for variation to the standard reimbursement percentage and cell phone allowances.

Section 700
Expenses Incurred on Behalf of the County

701 - Official Travel: All employee travel for the benefit of the County shall be completed at the most economical and reasonable cost. Generally, most travel expenses will be prepaid by or directly billed to the County. If additional expenses are incurred, an employee shall:

- Receive permission from Department Head or Elected Official (se defined) before time of travel.
- Be reimbursed for authorized additional expenditures including but not limited to air fares, lodging, tool fees, parking fees, and rental cars as business expense. Mileage will be reimbursed at the applicable per mile rate established by the standard IRS rate for use of employee owned vehicles. For an employee who chooses to use their own vehicle when a County car is available they will be credited at 50% the standard IRS rate.
- Meals will be reimbursed in accordance with the current IRS and state business per diem meal expense allowance. Contact the Finance Department to determine the rate allowable for the county to which you are traveling, or the rates are available on line at <http://www.irs.gov/publications/p1542/ar02.html#d0e307>

The per diem amount should be pro-rated for partial travel days and pro-rated for meals provided by the seminar/conference (if applicable) as follows:

- a. 50% of the daily per diem rate is allowable for dinner, 25% each for breakfast and lunch.
- b. If actual costs are more than the per diem amount, the employee is responsible for the additional amount. If actual costs are less than the amount of the per diem, the employee may keep the balance.
- c. No receipts for meals are required by using the per diem system.

Three conditions must be satisfied to receive reimbursement:

The expense is an ordinary, reasonable, and necessary traveling expense;

The expense is incurred while away from the employee's primary area of assignment or requires overnight lodging;

The expense is incurred while the employee is attending a seminar, conference, or other meeting to benefit the County, or other authorized County Business; and

The County retains the right to determine what is and what is not a reimbursable expense and the amount thereof.

If travel time happens to fall on a designated holiday the non-exempt employee will be paid at regular time for that day and another day will be given as requested by the employee and approved by the Department Head or Elected Official (as defined).

702 - Job-Related Expenses: Request for reimbursement of out-of-pocket expenses are to be submitted to the County Finance Department by the employee's supervisor, Department Head or Elected Official (as defined) on the appropriate reimbursement form showing itemized expenditures, substantiating receipts, and Department Head or Elected Official (as defined) approval. Expense payments are made on a monthly basis. Expenses for reimbursement include the following:

Mileage for Use of Personal Vehicle - Employees shall use County-owned vehicles for business use, if they are available and it is practical to do so. Employees must check with the Department Head or Elected Official (as defined) for availability, and will be reimbursed for use of their own vehicles when a County-owned vehicle is available (reimbursed at 50%).

If a County vehicle is not available or practical to use, an employee may use his/her own vehicle when it is authorized in advance by the Department Head or Elected Official (as defined). If an employee must use his/her own vehicle for business and does not receive some form of direct payment for the fuel to be used, the County will reimburse the employee at the per mile rate established by the standard IRS rate.

Other Expenses - Other expenses such as parking fees, meals, cab fares, tips, approved travel, required telephone calls, and other incidentals are eligible for reimbursement. Employees must provide substantiating cash receipts with supervisory approval to receive any reimbursement.

The guidelines for official travel may apply. Employees shall refer to the Official Travel section and verify the guidelines, reimbursable, and per diem amounts.

Travel - All out-of-state travel must have the prior written approval of the Department Head or Elected Official (as defined).

Employees should utilize the County's tax-exempt number as appropriate. The tax-exempt number may be obtained from the Finance Department or your Department Head or Elected Official (as defined).

Uniforms - Uniforms and apparel paid for by the County are approved annually as part of the budget process. The County provides specific benefits for employees who are required to wear gloves, safety shoes, eye protection, body armor, hardhats, etc.

Safety Equipment - All employees required to wear safety equipment in their jobs will be provided with County-approved equipment upon beginning employment. This equipment considered County property and must be returned upon termination. Safety equipment is to be kept within the workplace and worn as circumstances and safety guidelines dictate.

Employee Policy Acknowledgment

I acknowledge that I have received a copy of Archuleta County, Colorado's Personnel Policy Handbook. I understand that the information contained in this document supersedes any written or verbal policies I may have received in the past.

My signature below indicates an acknowledgement of my responsibility to read, understand, and familiarize myself with the information contained in the document and that I will seek verification or clarification when necessary.

I understand that the information contained in the document is subject to change as situations warrant and that changes in the policies may supersede, modify, or rescind any or all policies summarized in the document. Further, I understand that changes in policy will be communicated in accordance with the procedure outlined in this document and that this process may be supplemented by communications from my supervisor or through other notices issued verbally, in writing, or in an electronic form. I accept full responsibility for keeping informed of the policies and practices in place at a given point in time as well as for any changes thereto.

I UNDERSTAND THAT THE POLICIES, PRACTICES, AND PROCEDURES CONTAINED IN THE DOCUMENT DO NOT CONSTITUTE ANY FORM OF CONTRACTUAL OR LEGAL EMPLOYMENT AGREEMENT BETWEEN THE COUNTY AND ME. MY EMPLOYMENT WITH THE COUNTY IS AT-WILL BY MUTUAL CONSENT OF THE COUNTY AS THE EMPLOYER AND ME AS THE EMPLOYEE.

Employee's Name (Printed)

Employee's Signature

Date

Supervisor or Human Resources Department Representative Signature

Date

NOTE: This form becomes a permanent part of an employee's personnel file.

RESOLUTION 2016-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, COLORADO, ADOPTING AN UPDATED PERSONNEL POLICY AND PROCEDURES HANDBOOK FOR COUNTY EMPLOYEES

WHEREAS, pursuant to C.R.S. §30-11-107(1)(e), the Board of County Commissioners (“Board”) has the authority to represent the County and the management of its business and concerns in all cases where no other provisions are made by law, when deemed by the Board to be the best interest of the County; and,

WHEREAS, the Archuleta County Personnel Policy Manual dated May 2012 was adopted by the Board on May 15, 2012; and,

WHEREAS, it has been deemed necessary to update the current Personnel Policy Manual; and,

WHEREAS, employment conditions and Colorado state requirements have necessitated that the said policy be updated to meet present and future conditions and requirements; and

WHEREAS, no County resources will be utilized in the defense of any County employee or official who violate Personnel Policy and Procedures Handbook; and

WHEREAS, the policy will be binding upon all future employees and elected officials until modified or amended by further agreement and resolution, subject to the laws of the State of Colorado; and

WHEREAS, all previous personnel policies and handbook shall be considered repealed.

NOW, THEREFORE, BE IT RESOLVED that the Archuleta County Personnel Policy and Procedures Handbook dated March 2016 attached hereto as Exhibit A, is hereby adopted as the policy for personnel issues for the County of Archuleta and its employees effective immediately.

APPROVED AND ADOPTED this 1st day March, 2016 in Pagosa Springs, Archuleta County, Colorado.

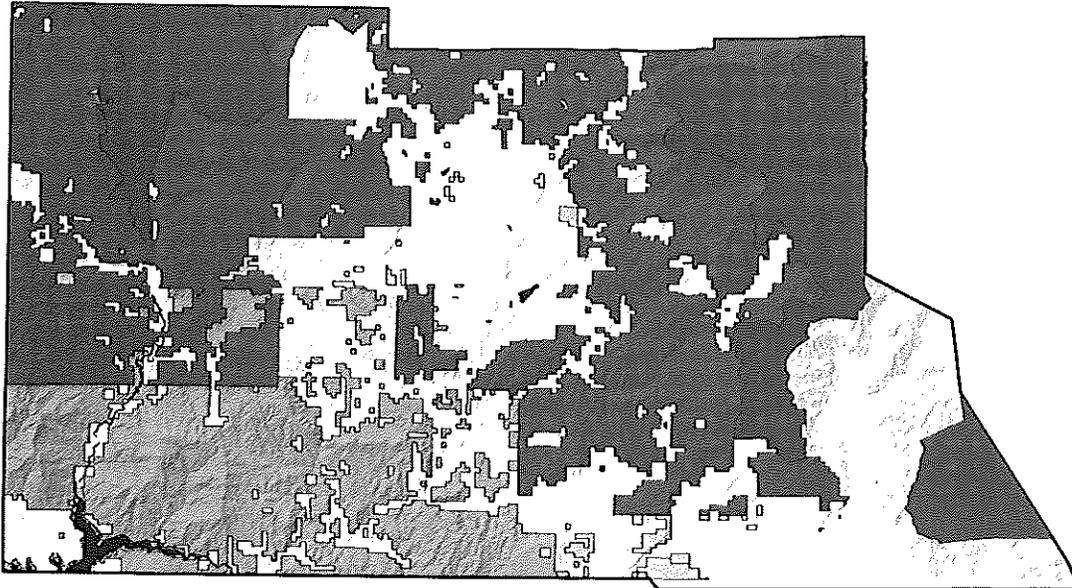
BOARD OF COUNTY COMMISSIONERS
ARCHULETA COUNTY, COLORADO

Michael Whiting, Chairman

ATTEST

June Madrid, Clerk and Recorder

2016 ARCHULETA COUNTY ANNUAL OPERATING PLAN



AUX AOP Summary

Mutual Aid Zone	1 Mile either side of boundary	
Mutual Aid Period	Until 2400 or not to exceed 24 hours	
EFF County?	Yes	
EFF Minimum Commitment	1 Engine 1 Tender 1 Dozer w/DZOP & Lowboy Cloman Community Park	24 hour staffing if necessary
Sheriff	Rich Valdez	(970) 264-8430
Emergency Manager	Thad McKain	(970) 749-2439
Wildland Coordinator	Kristina Kreatsch	(805) 403-0403
County EOC	Stevens Air Field	(970) 731-4799
Interagency Dispatch	DRC	(970) 385-1324

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PREAMBLE

This annual operating plan is prepared pursuant to the Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement (Statewide Agreement) for the State of Colorado signed and dated June 1, 2011 and as amended in 2013.

PURPOSE

The purpose of this Annual Operating Plan (AOP) is to set forth the standard operating procedures, agreed procedures, and responsibilities to implement cooperative wildland fire protection on all lands within Archuleta County. All participants of this plan agree to coordinate their wildland fire management activities as outlined herein.

AUTHORITIES

- Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement Between:
 - BUREAU OF LAND MANAGEMENT – COLORADO Agreement Number BLM-MOU-CO-538
 - NATIONAL PARK SERVICE – INTERMOUNTAIN REGION Agreement Number F1249110016
 - BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION (no agreement number)
 - UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION
 - UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE – ROCKY MOUNTAIN REGION Agreement Number FS-11-FI-11020000-017
- Archuleta County, Intergovernmental Agreement for Participation in the Colorado Emergency Fire Fund, CSFS #108
- Agreement for Cooperative Wildfire Protection in Archuleta County, CSFS #109

RECITALS

Federal and non-federal lands in Archuleta County are intermingled or adjacent in some areas. Wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other. Wildland fire protection responsibilities on non-federal lands follow a hierarchy of local jurisdiction from Fire Protection District to County Sheriff to State of Colorado with the Colorado Division of Fire Prevention and Control being the lead state agency for wildland fire management.

It is to the mutual advantage of the Parties to this Plan to coordinate efforts for the prevention, detection, and suppression of wildfires in and adjacent to their areas of responsibility, and to limit duplication and improve the effectiveness of wildland fire response.

INTERAGENCY COOPERATION

Interagency Dispatch Centers

Durango Interagency Dispatch (DRC)

DRC is the primary dispatch for initial attack and extended attack on all federal lands within the county and will coordinate with Archuleta County Combined Dispatch for wildfire response on state and private lands. The DRC utilizes Wildcad while dispatching for initial attack and ROSS to dispatch resources beyond the mutual aid period. Resource status and availability may be updated at any time. Non-federal equipment and personnel require an approved Colorado Resource Rate Form (CRRF) prior to being dispatched through DRC.

Local Dispatch Centers

- Archuleta County Combined Dispatch

Archuleta County Combined Dispatch is the Public Safety Answering Point (PSAP) for Archuleta County. A PSAP is the designated 9-1-1 dispatch center. The area of responsibility includes all of Archuleta County, Hinsdale and Mineral Counties south of the Continental Divide; with an inclusion of Wolf Creek Ski Area and Wolf Creek Pass west of the U. S. Highway 160 snow shed. In this AOP this area is referred to as the Archuleta County Response Zone. The Archuleta County Combined Dispatch is the primary dispatch for the county and the Fire Protection District's response on private and state lands within the county and will coordinate with DRC for wildfire response on federal lands.

- Southern Ute Dispatch

The Southern Ute Dispatch Center is located in Ignacio CO and provides dispatch services to the Los Pinos Fire Protection District.

- BIA Jicarilla

Mobilization Guides

Interagency Incident Mobilization Guides identify policies and establish standard operating procedures to guide the operations of incident support activities, as well as maintain references of information and resources. A variety of federal, state and local resources are identified in the

Durango Interagency Mobilization Guide, Chapters 60 – 80. The DRC Mob Guide compliments this Archuleta County Annual Fire Operating Plan.

Interagency Resources

All wildland fire agencies are limited by current staffing and funding levels. Wildfire is normally a seasonal event in Archuleta County and as such, fire suppression capability will vary by time of year.

Standards

During initial action, all agencies (federal, state, local, and tribal) accept each other's qualification standards. Once the mutual aid period has been exceeded and jurisdiction is clearly established, then the standards of the agency(s) with jurisdiction prevail. On a fire where a non-federal agency is also an agency with legal jurisdiction, the standards of that agency apply.

PREPAREDNESS

Protection Planning

County

Fire Management Plans or Community Wildfire Protection Plans (CWPPs) are in place or are being developed for all lands within Archuleta County. The county has developed and adopted a county-wide CWPP as authorized by the Healthy Forest Restoration Act of 2003 and encouraged by 23-31-312 C.R.S. and required for unincorporated areas by 30-15-401.7 C.R.S.

DFPC

DFPC maintains Colorado Resource Rate Forms (CRRF), which identify local resources available for fire suppression statewide and nationally and enable entry into the Resource Ordering and Status System (ROSS). DFPC maintains Cooperative Wildfire Protection Agreements and Annual Operating Plans (AOP) with each county in Colorado.

Federal Agencies

Federal Agencies maintain and follow the resource management plan and/or fire management plan associated with their local unit.

Protection Areas and Boundaries

Fire Management Responsibilities

Each jurisdictional agency has ultimate responsibility for wildland fire protection on its own lands. The County Sheriff is responsible for wildland fire protection on all non-federal lands in their County that lie outside the boundaries of a fire protection district or that exceed the capabilities of the fire protection district to control or extinguish (CRS-30-10-513). Federal Agencies are responsible for wildfire protection on the federal lands that lie within their jurisdictional boundaries.

Maps

Wildfire jurisdictions for USDA Forest Service (USFS), USDI Bureau of Land Management (BLM), USDI National Park Service (NPS), USDI Bureau of Indian Affairs (BIA) and the County Sheriff (private and state) lands are shown on the BLM 1:100,000 scale color surface management status maps.

Jurisdictional Agency

The Agency having overall land and resource management responsibility, for a specific geographical or functional area, as provided by federal or state law. Under no circumstances will a jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.

Protecting Agency

The Agency responsible for providing direct incident management with specific geographical area pursuant to its jurisdictional responsibility or as specified by contract, cooperative agreement etc.

Supporting Agency

An Agency providing suppression or other support and resource assistance to a protecting agency.

Methods of Fire Protection and Suppression

National Incident Management System (NIMS)

The National Incident Management System (NIMS) is a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly and manage incidents involving all threats and hazards—regardless of cause, size, location, or complexity—in order to reduce loss of life, property and harm to the environment.

Incident Command System (ICS)

The Incident Command System (ICS) is a component of NIMS and is a standardized emergency management system specifically designed to provide for an integrated organizational structure used for incident management. ICS will be used to manage all wildland fires.

Reciprocal (Mutual Aid) Fire Assistance

Mutual Aid

The mutual aid zone will be one (1) mile either side of the boundary between the jurisdictional agency's lands. Mutual aid zones are defined for initial attack purposes only. For fires within the mutual aid zone, each agency will assume responsibility for its own expenses during the mutual period. The **mutual aid period** between jurisdictional agencies will be from arrival on the fire, during initial attack, and may continue **until midnight (2400) hours**, unless commonly agreed upon (with IC and jurisdictional agencies), but not to exceed 24 hours. No responding agency is expected to put their agency at risk by responding to an incident outside of their jurisdiction. Non mutual aid resources are generally any aircraft, fire personnel, or modules that come with aircraft or national resources.

It is the responsibility of the responding agency to make notification to the jurisdictional agency if other agencies lands are involved or threatened.

Replacement resources to relieve initial attack resources should be sent at the earliest possible time or negotiate continued suppression activities by the initial responding unit.

The incident's responsible agency will release resources if not needed beyond mutual aid period or will request the cooperator to remain at which time pay will begin. Supporting agency resources requested beyond the initial attack period will need a resource order request processed through DRC for reimbursement.

The County Sheriff and ordering authorities are limited in making financial obligations beyond initial attack. It is essential that the Board of County Commissioners be notified when fires go beyond initial attack and become a significant size. A developing fire of this type may require the commitment of additional resources that may be an additional cost to the county. A County Commissioner, or designee, should be immediately available to the Sheriff, appropriate official, or the county emergency operations center, if activated.

If the Archuleta EOC is activated, the Archuleta County Sheriff, and the Archuleta County Commissioners, will be accessible to an incident commander through the EOC.

Acquisition of Services

NA

Joint Projects and Project Plans

NA

Fire Prevention

NA

Public Use Restrictions

The purpose of fire restrictions and closures is to reduce the risk of human-caused fires during high fire danger and/or burning conditions, and for the protection of human life and property. Fire restrictions and closures are invoked on federal, state, county, and private lands under federal and state laws. Public information about restrictions must be broad-based, clear and coordinated.

The procedures for initiation and rescinding fire restrictions and emergency closures are described in Exhibit C – Interagency Fire Restriction Criteria and Restriction Descriptions.

In the case of any restrictions on burning or public movements because of extreme fire danger, either by Governor's proclamation or by local issue, the county sheriff will be responsible for enforcement on all non-federal lands, and may assist on other lands at the request of the appropriate agency. It is essential that the restrictions and closures are easily understood by the public and that implementation should be seamless across all lands and jurisdictions involved in the county.

Burning Permits/Smoke Permits

The parties to this AOP will follow state and federal regulations managed by the Colorado Air Pollution Control Division or Tribal Air Quality Department.

Landowners are encouraged to contact their County Dispatch Center or local fire department to inquire if a permit is needed. The County Dispatch Center should also be notified when open burning is planned.

Prescribed Fire (Planned Ignitions) and Fuels Management

Prescribed Fire Management

Agencies may enter into project and/or financial plans that define roles and conditions for participating and/or assisting in the planning and implementation of prescribed burns. Such participation and/or assistance will adhere to individual agency authority, policy, and business practices. The host agency (the agency that is jurisdictionally responsible for land management or the agency that has an agreement with the land owning entity to provide for land management) will be responsible for initiating and developing the project and/or financial plans.

Escaped Prescribed Fires

All protocols and procedures pertaining to wildfire response, suppression, and business practices will be followed from the point in time that a prescribed fire escapes control and is declared a wildfire. In the event of an escaped prescribed fire, the jurisdictional agency will be responsible for the cost of suppression and/or damages.

OPERATIONS

Fire Notifications

Detection

The most common points where fires are reported are county, state, and federal dispatch centers, and FAA. The office receiving the wildland fire report will notify the jurisdictional agency.

All detection activities involving aerial flights will be coordinated through DRC so as to avoid duplication of effort, to ensure there are no gaps in coverage, and to provide for air safety. Information obtained from detection activities will be shared with the appropriate cooperators, via DRC.

Notification

DRC will notify county dispatch centers of all fires and smoke reports (regardless of land ownership) within their respective counties or designated dispatch areas.

All responding agencies will notify DRC when their agency is in route to a new start or smoke report (regardless of land ownership). This notification of assisting agencies conducting initial attack on fires within a mutual aid zone will ensure that the adjacent jurisdictional agency is promptly notified of the fire through their primary Dispatch.

If the fire is on or threatening state or private land, and is expected to exceed the control capabilities of the county, the DFPC Regional FMO will be notified. The entity calling in the new fire or smoke report should provide the following:

- Report type (wildland fire, smoke report, lightning strike, etc.), include size if reported

- Approximate location (exact location when know in degrees/decimal minutes or state what it is given in)
- Resources responding
- And the need for additional resources

Boundary Line Fires

A boundary line fire is a fire that occurs on lands of intermingled and/or adjoining protection responsibilities. A fire adjacent to a protection boundary or located in an area of undetermined jurisdiction will be the initial attack responsibility of the protecting agencies on both sides of the boundary. If multiple agencies are engaged in a fire on or near common boundaries, the agency representatives should convene as soon as possible to mutually agree upon the fire strategy and delegate an IC. If the fire is confined to a single jurisdiction, that agency will delegate an IC. It is the responsibility of the jurisdictional agency to provide and mobilize replacement forces.

Response to Wildland Fire

Initial Attack

For wildland fires within the Mutual Aid Zone, the closest forces of the Participants should be dispatched without regard to Jurisdictional Boundaries. Participants will initiate the appropriate management activities on wildland fires regardless of Jurisdictional Boundaries when it is within their capability to do so. Participants will not initially attack fires if such initial attack puts its personnel at unreasonable risk (such as a remote fire discovered at night) or if asked to stand down by the Jurisdictional Agency. Participants taking independent action should notify the applicable Jurisdictional Agency as soon as possible.

Initial Attack Incident Commander

The first Participant to arrive at the scene on a wildland fire, regardless of whether the incident occurs within the Participant's Jurisdictional Boundaries, will assume the role of incident commander and will be responsible for the initial emergency action necessary to protect life or property and/or to control the wildland fire. The Initial Attack incident commander will do the following as soon as it is practical:

- Notify the Local Dispatch Centers and the DRC that command has been established and provide a brief description of the wildland fire;
- Notify the Local Dispatch Centers and the DRC of the command name generally based on the perceived geographic location of the wildland fire origin;
- Notify the Local Dispatch Centers and the DRC if other Participants are responding
- Notify the Local Dispatch Centers and the DRC if additional resources are needed;
- Notify the Local Dispatch Centers and the DRC of the staging area's location if a staging area is established;

- Establish a communications channel;
- Determine a legal description of the wildland fire's point of ignition, source of ignition, and the Jurisdictional Agency.

Assuming Command During Initial Attack

If the Initial Attack incident commander is not a representative of the Jurisdictional Agency, command should be offered to a qualified representative of the Jurisdictional Agency when he or she arrives. The Jurisdictional Agency may or may not assume command depending on the situation. However, the Jurisdictional Agency will assume command at least by the end of the Mutual Aid Period and notify the Local Dispatch Centers, the DRC, and all Participants' resources when transfer of command occurs.

Resource Ordering

All orders placed for extended attack should go through DRC as the single ordering point for the fire. These orders will be documented on Resource Orders. It is understood that the agency requesting the resource will also be responsible for payment or as allocated in a cost share agreement.

DRC will coordinate with federal and county dispatch centers as well as local emergency managers and EOCs to mobilize requested resources for incident response. All requests for federal resources are processed through DRC.

Agency Administrator

Agency Administrators representing Jurisdictional Agencies will collaboratively assign command through a Delegation of Authority to a single incident commander or to a unified command group during a Multi-Jurisdictional Fire that exceeds the mutual aid period. Further, the Agency Administrators should communicate and establish objectives for the incident commander and establish the requirements for a final fire package to be prepared for each jurisdictional agency.

Incident Management Teams (IMT)

An incident management team is a pre-established team of personnel from various agencies. An incident management team may be used to help manage wildland fires at the request of the Jurisdictional Agency(s) where expanded management is needed.

Some jurisdictional agencies require that the IMT meet NWCG qualification standards. The IMT should coordinate with both DRC and the local Emergency Operations Center (EOC), if activated. The Sheriff's Office should provide the IMT with an accessible agency representative, and the IMT should provide the local EOC with a liaison officer. The IMT should also direct their public information officer to coordinate with the county's joint information center/system, if it is activated.

After Action Reviews (AAR)

The Jurisdictional Agency will conduct an AAR of a wildland fire event commensurate with the complexity of the event. For a County Fire, the Fire District and the Sheriff agree to collaborate on the AAR. Participants not directly involved with the wildland fire may nonetheless be invited to participate in the AAR if doing so could potentially benefit the Participant.

Special Management Considerations

- Suppression within designated Wilderness, Wilderness Study Areas, and/or "Roadless" areas will not be conducted without specific direction from the jurisdictional agency.
- Action on BIA, USFS, NPS or BLM lands beyond the one-mile reciprocal mutual aid zone will be evaluated by the respective agency for appropriate management response.
- Use of heavy equipment, such as bulldozers, graders, etc., will not be permitted on federal lands without the expressed approval of the jurisdictional agency.
- On county fires, requests for federal resources must be placed with Durango Interagency Dispatch (DRC). Aircraft requests must be approved by authorized county individuals.

Decision Process

DFPC requires that a DSS be completed for all state responsibility EFF fires. All agencies involved in extended attack on private and state lands will provide input to the DSS. The DFPC Agency Administrator will facilitate completion and review of the DSS for these fires. When a fire is burning on or threatens to burn on multiple jurisdictions, one DSS should be prepared that considers all jurisdictions and their interests.

Federal agencies are required to utilize the Wildland Fire Decision Support System (WFDSS) for fires on their lands. If multijurisdictional fires occur that involve federal lands, then one WFDSS should be completed for the incident that includes input from all affected jurisdictional agencies.

Cooperation

Public Information

Public information should be approved by the Incident Commander prior to its release. Public information officers should coordinate through the Joint Information System. Use of joint press releases is encouraged as well as the use common public information practices. These should

include use of/monitoring of social media outlets. Public information officers should utilize existing local emergency information websites and services whenever possible:

- Archuleta County Emergency Website: www.acemergency.org
- Archuleta County Twitter: @AC_Emergency

Resource Tracking

DRC has agreed to track cooperator resources responding to wildfires within the zone regardless of jurisdiction. The cooperator resources agree to keep DRC informed of:

- Wildland fire resource availability
- Agency response to smoke reports and new starts to include location and basic dispatch information (regardless of land ownership)
- Fire size-up, once on scene, including: IC name, size, character of fire, location, structures threatened and anticipated resources needs.
- If the fire is on, or near, federal or tribal land a full size-up is required and the fire will be tracked until it's completion through DRC.

This notification should occur primarily by radio. Phone should only be used as a backup, if the radio is too busy, or DRC is out of service.

Fire Reporting Requirements

The Colorado DFPC, Counties and cooperators complete their fire reports through the National Fire Incident Reporting System (NFIRS). Federal agencies enter their fire reports into FIRESTAT and are due into the reporting system within 10 days of the Fire being declared "Out". DRC has agreed to track the occurrence of wildfires on state and private lands to maintain accurate reporting within their dispatch boundary. This is done by periodically providing DRC with the fire name, jurisdiction, size, and location.

Intelligence and Training

Fire weather, incident information, and training schedules can be found on the DRC website: http://gacc.nifc.gov/rmcc/dispatch_centers/r2drc/

DRC broadcasts resource availability and fire weather forecasts daily at 1000 hours and between 1500 and 1600 hours via federal agency radio frequencies.

Communication

Federal, state, and local radio systems are largely incompatible and are not interoperable at this time. However, all Participants' wildland fire crew leaders will have VHF radios equipped with Fire Emergency Radio Network (V-FIRE 21) capabilities, and, when practical, the applicable DRC Zone should be programmed into the VHF radio.

Cost efficiency

Maximizing cost effectiveness of any fire operation is the responsibility of all involved, including those that authorize, direct, or implement those operations. Cost effectiveness is the most economical use of suppression resources necessary to accomplish mission objectives. Accomplishing fire objectives safely and efficiently will not be sacrificed for the sole purpose of "cost savings". Care will be taken to ensure that suppression expenditures are commensurate with values to be protected while understanding that other factors may influence spending decisions.

Delegation of Authority

The agency administrator(s) will furnish a Delegation of Authority to the Incident Commander for all fires that escape initial attack. The delegation of authority can include objectives, priorities, expectations, constraints, and other considerations or guidelines as needed. The delegation of authority should be given to the incident commander prior to their assuming command on larger incidents.

Preservation of Evidence

The Jurisdictional Agency will be responsible for fire origin and cause investigation. Regardless of whether the Initial Attack incident commander is a representative of the Jurisdictional Agency, he or she should protect and preserve the general origin area of the fire, as well as information and evidence pertaining to the origin and cause of the wildland fire. The general origin area of the fire should be immediately identified and protected by the first Participant to arrive on the scene in order to protect evidence for the fire origin and cause investigation. Fire cause investigations are required for Federal Fires, State Fires, and any wildland fire that receives a Federal Emergency Management Agency declaration. The Participants acknowledge that an accurate origin and cause investigation and determination is essential to an effective and fair administrative, civil or criminal action. Federal policy requires that federal agencies utilize NWCG qualified Fire Investigators (INVF) when human caused fires occurs on federal land.

STATE EMERGENCY FIRE FUND (EFF)

Archuleta County is a participant in the EFF Agreement with DFPC. As a participant to this agreement, the State agrees to come to the aid of these Counties should suppression resource needs exceed county capability. When EFF is implemented, DFPC assumes responsibility and

authority for all suppression activity until the fire is returned to county responsibility. The county must maintain a minimum level of participation after EFF is implemented as outlined below. See Exhibit A: EFF Guidelines.

Minimum County Commitment For EFF Incident	ARCHULETA COUNTY
	<i>Sheriff's representative</i> 1 engine 1 tender 1 dozer w/ DZOP & lowboy Cloman Community Park

- * Water tender with operator, 24 hour staffing if necessary
- * Dozer with operator and lowboy, 24 hour staffing if necessary
- * Engine, fully staffed, 24 hour staffing if necessary

WILDFIRE EMERGENCY RESPONSE FUND (WERF)

Colorado's Wildfire Emergency Response Fund (WERF) is intended to encourage early utilization of supplemental fire suppression resources on fires involving private and state lands. It reimburses the local/county non-federal agency (i.e., County Sheriff, Fire Protection District, etc.) for specific responding resources as stated in the WERF guidelines. The county or DRC must notify DFPC Regional FMO if any WERF resource is ordered. Refer to the most current DFPC Aviation Guidelines in Exhibit B, for more details.

COLORADO AVIATION PROGRAM

The Colorado Aviation Program was authorized is intended to assist local jurisdictions beyond WERF with initial attack wildland fire response on state and private lands within the state of Colorado. Any County Sheriff, municipal fire department, or fire protection district within Colorado may request aviation resources as the official Requesting Agency, utilizing ordering procedures defined in this County Annual Operating Plan (AOP). DFPC will pay the cost of eligible wildland firefighting aviation resources on behalf of the Requesting Agency, in accordance with the attached guidelines, and to the extent that funding is available. See Exhibit B: DFPC Aviation Guidelines.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Cost Share Agreement (Cost Share Methodologies)

Written cost share agreements should be prepared when a wildfire burns across or threatens jurisdictional boundaries, and/or exceeds the mutual aid period. The intent is to appropriately distribute the financial burden based on a method agreed upon by a representative from each affected jurisdiction. A cost share agreement should be negotiated as soon as practical.

The following three options may be used to determine reimbursable costs to the agencies involved:

- Each agency assumes its own costs as expended by it in the fire control effort.
- Fire costs may be divided based upon ownership and acreage percentages.
- Costs may be divided as mutually agreed upon by agency representatives as soon as possible after the mutual aid period.

Training

Each agency is responsible for the training of its own personnel. National Wildfire Coordinating Group (NWCG) wildfire training courses, meeting the Field Managers Course Guide, are provided by all cooperators and offered to all cooperators. The DRC area has an Interagency Training Committee which is part of the Area and National training community. Local area and national training schedules can be found through the DRC website.

Communication Systems

See the DRC Communications Plan (Exhibit C) for a detailed list of specific agency and unit frequencies. Within this guide are interagency communications plans created by the cooperators within Archuleta, Dolores, La Plata, Montezuma and San Juan Counties.

Authorization is given by each of the Durango Dispatch Area participating agencies to allow the utilization and sharing of specific radio frequencies that are authorized / licensed to each agency, as identified in the Annual DRC Area Frequency Guide. This is required to provide efficient, cost effective interagency radio communications support in protecting life and property under the management of the agencies participating in this agreement. Frequencies must be utilized as licensed (i.e. USFS frequencies are narrowband and cannot be operated wideband). The authority to share certain frequencies is entered under the NTIA Manual of Regulations Sections 3.2.1, 8.2.2, and 8.2.4 and FCC Rules and regulations, Part 90, Section 90.405 and 90.407.

All federal agencies have narrow banded. This means that all VHF systems have converted to 12.5 kHz bandwidth.

Fire Weather Systems

Red Flag/Fire Weather Announcements

The National Weather Service periodically issues "FIRE WEATHER WATCH" and "RED FLAG" warning bulletins. Durango Dispatch will read these bulletins over the radio and fax them to the county dispatch offices who in turn will promptly forward to all FPDs as well as all local law enforcement agencies.

- **Fire Weather Watch**

This is issued to advise agencies of the possible development of red flag conditions in the near future. It will be issued by the fire weather forecaster for any part of or all of the Colorado fire weather zones. A watch will be issued when the forecaster is reasonably confident that a Red Flag Event will occur within the next 12 to 72 hours. The Fire Weather Watch will remain in effect until the forecaster determines that the critical weather conditions are imminent or are occurring (then upgrade to a warning), or until it can be determined that the expected event will not occur, and thus the watch will be canceled or allowed to expire.

- **Red Flag Warning**

This warning is issued by the National Weather Service when weather conditions that will cause erratic fire behavior are predicted. These conditions may include very low humidity, high temperatures, high winds and the occurrence of dry lightning. Initial attack may require additional forces or air support under these conditions. This warning is issued to advise agencies of the imminent or actual occurrence of these weather conditions

Aviation Operations

DRC will be notified of any aviation resource that has been ordered for fires in the county. Aviation resources may be pre-positioned as deemed necessary for Archuleta County. Contact the DFPC Regional FMO.

Aviation Map

The Durango Interagency Dispatch Center has an aviation hazard map available for SW Colorado.

Flight Following/Frequency Management

The Durango Interagency Dispatch Center will flight follow per national direction for aviation resources.

DRC will coordinate the assignment of aircraft to incidents. If multiple aircraft are assigned, DRC will advise all aircraft and/or ordering agencies of common air-to-air and air-to-ground frequencies to be used over the incident. All aircraft will flight follow with DRC on frequencies assigned by DRC.

Air Tanker and Single Engine Air Tanker (SEAT) Bases

A permanent air tanker base is available at Durango-La Plata County Airport. A permanent SEAT base is available at Cortez-Montezuma County Airport. A temporary SEAT base is operated by the BIA Jicarilla Agency in Dulce, New Mexico.

Aerial Supervision

The following table outlines when aerial supervision is required and is derived from the PMS-505 Interagency Aerial Supervision Guide.

Table 2. Incident Aerial Supervision Requirements		
When aerial supervision resources are co-located with retardant aircraft, they should be launched together on the initial order to maximize safety, effectiveness, and efficiency of incident operations. Incidents with 3 or more aircraft over/assigned to them should have aerial supervision over/assigned the incident. Federal policy dictates additional requirements as listed below.		
Situation	Lead/ATCO/ASM	ATGS
Airtanker not IA rated.	Required	*****
MAFFS	MAFFS Endorsed LEAD/ASM	*****
VLAT	VLAT Endorsed Lead/ASM	*****
When requested by airtanker, ATGS, Lead, ATCO, or ASM	Required	Required
Foreign Government airtankers.	Required if no ATGS	Required if no Lead/ATCO/ASM
Multi-engine airtanker: Retardant drops conducted between 30 minutes prior to, and 30 minutes after sunrise, or 30 minutes prior to sunset to 30 minutes after sunset.	Required if no ATGS	Required if no Lead/ATCO/ASM

Single engine airtanker (SEAT): SEATS are required to be "on the ground" by ½ hour after sunset.	See level 2 SEAT requirements	See level 2 SEAT requirements
Level 2 SEAT requirements: Level 2 rated SEAT operating over an incident with more than one other tactical aircraft on scene.	Required if no ATGS	Required if no Lead/ATCO/ASM
Retardant drops in congested/urban interface areas.	Order	May use if no Lead/ATCO/ASM
Periods of marginal weather, poor visibility or turbulence.	Order	Order

Aviation Requests and Operations

Agencies will place all requests for aircraft with DRC. DRC will notify DFPC when aircraft is used on a county or state fire. **Only agency authorized representatives should order aircraft.**

The following information should be included in the aircraft request:

- Incident Name
- Location (legal description and/or latitude and longitude)
- Jurisdiction
- Ground Contact with air to ground radio frequency
- Any other aircraft in the area.
- Values at Risk (structures, type, etc.)
- Hazards (Power lines, towers, etc.)

Billing Procedures

Federal Billing Procedures:

Federal Agencies will not bill each other for fire suppression support. Federal agencies will submit bills for their reimbursable costs to the State whenever Colorado, a County or local fire protection district is the Protecting Agency and the billing is appropriate.

State Billing Procedures:

- When Colorado is the Supporting Agency and the incident is within the State of Colorado, DFPC will bill the Jurisdictional Agency for any fire suppression costs paid from state accounts. The Colorado Resource Rate Form (CRRF) is the established

procedure for reimbursement through DFPC for all non-federal resources. The Cooperator Reimbursement Guidelines can be found at: <http://dfs.state.co.us/>

- When Colorado local/county agencies were the Jurisdictionally Agency and federal agencies provided resources, DFPC will receive, review and pay the federal agency from State accounts for any fire suppression expenses and then bill the local/county jurisdiction for reimbursement.

Cost Recovery

Trespass Fires

In the event that cost recovery is pursued on a trespass fire (regardless of ownership), all costs from the time of initial report of the fire (including mutual aid) may be pursued. Federal policy requires Federal agencies to pursue cost recovery for all human caused fires on public land.

Non-Reimbursable Items

Resources not documented by a resource order number or by the Incident Commander may not be reimbursable.

Reimbursable Items

Costs incurred by an assisting agency for services that exceed initial attack, are considered reimbursable. These services must be requested by the jurisdictional agency or IC and processed through DRC on a resource order. Each agency will make its personnel and equipment available, upon request, to the other agencies for fires outside reciprocal mutual aid zones. For such fires, the protecting agency will reimburse the supporting agency for its costs. It is understood, however, that no agency will be required or expected to commit its forces to assisting another agency to the extent of jeopardizing the security of its own lands.

Responsibility for wildland fire suppression on private land within a FPD is shared by the county and the FPD, and reimbursable costs will be covered as mutually agreed upon by the county and FPD involved.

Reimbursable costs include, but are not limited to the following:

- Personnel

The salary and wages of regular fire related personnel should be at the actual cost to the assisting agency for work time from the time of departure until return to official station, including overtime, plus any additional administrative and maintenance time chargeable to the incident. The Emergency Firefighter Time Report (OF 288) and the Crew Time Report (SF-261) will be used to document personnel time for reimbursement.

- Equipment

The assisting agency will be reimbursed by the jurisdictional agency for the use of agency-owned equipment at the current rate listed on the CRRF. Such rates will cover operation, repair, and depreciation. Reimbursement for hired equipment should be the actual cost of the equipment hired for the fire. The Emergency Equipment Shift Ticket (OF 297) and the Emergency Equipment Use Invoice (OF-286) will be used to document equipment time for reimbursement.

Costs for equipment not covered by such an agreement may not be reimbursed by the jurisdictional and/or protecting agency unless rates are mutually agreed to, in writing, at the time of hire.

- Supplies

Each jurisdictional agency is responsible for providing its resources with supplies during the mutual aid period. When an incident goes beyond the mutual aid period resources should follow established procedures to acquire needed supplies through the incident. Supply is normally located at the ICP.

Any orders placed by a supporting agency for supplies and materials directly to a vendor will be the responsibility of the supporting agency unless prior approval is received from the jurisdictional agency

Repair of Wildfire Suppression Damage

Repair of resources/improvements damaged by fire suppression actions is at the discretion of the jurisdictional agency.

GENERAL PROVISIONS

Resolution of Disputes

Any interagency dispute arising from these procedures will be resolved on site by the agency representatives. When necessary, following the conclusion of the fire incident, a panel of agency representatives other than the participants in the incident will review and resolve the dispute.

Personnel Policy

Employees of the Parties to this plan are subject to the personnel rules, laws and regulations of their respective agencies, unless they are employed temporarily by another agency to this plan and the authority under which such temporary employment is authorized provides that such employees will be subject to the employing agency's personnel laws and regulations.

Modification

Midyear changes are to be avoided; however, if an agency becomes unable to uphold commitments, it should notify all parties to this plan.

Annual Review

Annually prior to the wildland fire season, representatives from the County, the DFPC, and federal land management agencies will jointly prepare, review, update, and distribute the Annual Operating Plan (AOP). The DFPC is the lead agency in facilitating the annual review process.

Suggested changes to the AOP should be sent to the DFPC Regional FMO no later than January 15th of each calendar year.

This AOP will be approved, dated, and signed by the County, the DFPC, and Federal Participants no later than April 1st of each calendar year.

Duration of Plan

This Annual Fire Operating Plan will remain in effect until March 31, 2017.

Previous Plans Superseded

This Plan supersedes the 2015 Annual Operating Plan for Archuleta County effective as of April 1, 2016.

SIGNATURES

Authorized Representatives

ARCHULETA COUNTY SIGNATURES

Signature

Date

Rich Valdez
Printed Name

County Sheriff
Title

Signature

Date

Michael Whiting
Printed Name

County Commissioner
Title

COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE

Signature

Date

Steven D. Ellis
Printed Name

(Acting)Southwest Regional Fire Management Officer
Title

FEDERAL LAND MANAGEMENT AGENCY SIGNATURES

Signature

Date

Kara Chadwick
Printed Name

Forest Supervisor
Title

US Forest Service, San Juan National Forest
Federal Agency, Unit

Signature

Date

Barb Sharrow
Printed Name

(Acting) South West District Manager
Title

Bureau of Land Management, Southwest District
Federal Agency, Unit

Signature

Date

Priscilla Bancroft
Printed Name

Superintendent (Acting)
Title

Bureau of Indian Affairs, Southern Ute
Federal Agency, Unit

ACKNOWLEDGMENT SIGNATURES

The Participants below acknowledge the procedures contained in this 2016 Annual Operating Plan for Archuleta County.

FIRE DISTRICT SIGNATURES

Signature

Date

Larry Behrens
Printed Name

Chief, Los Pinos Fire Protection District
Title

Signature

Date

Diane Bower
Printed Name

Chief, Pagosa Fire Protection District

Signature

Date

Bruce Evans
Printed Name

Chief, Upper Pine Fire Protection District

Exhibit A: EFF Guidelines

GUIDELINES for EFF

I. PURPOSE OF THE EFF AGREEMENT

The purpose of the Memorandum of Understanding for Participation in the Colorado Emergency Fire Fund (“EFF 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.

II. COUNTY ANNUAL OPERATING PLAN

As required by the EFF Agreement and the Agreement for Cooperative Wildfire Protection, the County and DFPC, along with other agencies having Wildland Fire responsibility within the county, shall jointly prepare, review, update, execute, and distribute a County Annual Operating Plan (“County AOP”) before April 1 of each year. The County and DFPC may jointly extend the April 1 deadline by written mutual consent between the County and DFPC and providing written notice to all the participants in the prior year’s County AOP. Failure to execute a County AOP by April 1 (or the mutually agreed upon extended deadline) may cause a party to be in default of the EFF Agreement, thereby risking immediate termination of the EFF Agreement and preventing renewal of the EFF Agreement for the next year.

III. EFF BACKGROUND AND ADMINISTRATION

A. The Emergency Fire Fund (EFF or “the Fund”) has been established through the payments provided by participating Colorado counties and other entities entering into EFF agreements with the DFPC. The EFF is maintained as an account of the State of Colorado, under the fiscal management of the Director of DFPC. Payments from the EFF account shall be made only in compliance with applicable laws, rules and regulations pertaining to State of Colorado funds, including, but not limited to, the State Fiscal Rules. The Director of DFPC is designated as the fiscal manager of all such monies received and all interest accrued in the EFF. No upper limit shall be placed on the amount of funds in the EFF, and funds may accumulate from year to year.

B. Final decision making authority over fiscal management matters shall reside with the Director of DFPC on behalf of the participating Counties, and shall constitute final agency action subject to review in accordance with the provision of § 24-4-106, C.R.S.

C. DFPC shall make distributions from the Fund only upon direction of the Director or his/her designee and will be subject to the “Emergencies” provisions of the State Fiscal Rules (Rule 2-2). Disbursements shall be limited to reimbursement or payment for Eligible Costs incurred in controlling a wildfire that is determined to be eligible for EFF assistance.

D. If at any time during the term of a county’s EFF agreement, the Fund becomes depleted, or has insufficient funds to meet the expected needs of the Fund, the Director of DFPC

will make every reasonable effort to obtain additional funds. Should the Director of DFPC be unsuccessful in efforts to obtain additional funding, fire control costs will remain the County's responsibility.

IV. . OBTAINING EFF ASSISTANCE

A. The County will make every effort to control fire(s) upon non-federal lands within the County with resources available within the County. In the event the County Sheriff determines that the fire(s) exceeds the County's capability to control or extinguish, the Sheriff may request state financial assistance, at which point DFPC and the Sheriff will assess the severity of the fire(s) utilizing the DFPC Analysis Form. If the fire(s) meet the analysis threshold for EFF assistance, the Sheriff and DFPC may enter into an Assumption of Fire Control Duty Agreement thereby elevating the fire(s) to a State Responsibility Fire. For the duration of a State Responsibility Fire, the Sheriff may serve or appoint someone to serve within the Unified Command Structure as an Agency Administrator. 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 must serve as or appoint an Agency Representative. Once command responsibility has been assumed by the DFPC, the County shall nevertheless continue to make its maximum effort to provide firefighting resources from within the County.

B. When the fire(s) is again within the County's capability to control or extinguish, command responsibility for incident management and for payment of all fire control costs will be returned by the Director of DFPC to the County. No expenditures made by the County prior to assumption by the Director of DFPC or after return to the County, will be eligible for reimbursement or payment by the EFF without express prior approval of the Director of DFPC.

V. FIRE CAUSE INVESTIATIONS

A. As required by the Agreement for Cooperative Wildfire Protection, the County Sheriff shall conduct, or cause to be conducted, an investigation as to the cause of all State Responsibility Fires (which includes all EFF fires) suspected to be human-caused. The Sheriff shall provide DFPC with a copy of the preliminary investigation report with 30 calendar days after control of the fire, and a final report upon conclusion of the investigation but not later than 9 months after containment of the fire (or, if the final report is not available, provide notice on the status of the investigation (including whether charges have been filed or an arrest made) and provide periodic updates as requested). Costs of performing the investigation, except for overtime and benefits that occur during the designated EFF Period, are not eligible for reimbursement or payment by the EFF.

Exhibit B: DFPC Aviation Guidelines

Colorado Division of Fire Prevention and Control 2016 Colorado Wildfire Funding Guidelines



The Colorado Division of Fire Prevention and Control (DFPC) manages programs designed to assist local jurisdictions with safe and effective wildland fire response. The Wildfire Emergency Response Fund (WERF) was created to assist local jurisdictions with initial attack wildland fire response on state and private lands within the state of Colorado (Ref: CRS §24-33.5-1226). Colorado Firefighting Aviation Corps (CFAC) funding was authorized to assist local jurisdictions with wildland fire response on state and private lands within the State of Colorado (Ref: CRS §24-33.5-1228). Funding and reimbursement for eligible wildland firefighting resources under these programs is available to any Colorado County Sheriff, municipal fire department, or fire protection district in accordance with the following guidelines, to the extent that funds are available.

Eligible Hand Crew Resources ¹	First 2 Calendar Days of Incident	After First 2 Calendar Days
Type 1, Type 2-IA, or Type 2 Hand Crews	Yes ¹	No
Eligible Aviation Resources	During Mutual Aid Period ²	After Mutual Aid Period ²
Multi Mission Aircraft (MMA)	Yes	Yes ³
Single Engine Air Tanker (SEAT)	Yes	Yes ³
Large Air Tankers (LAT) ¹	Yes ¹	No
Very Large Air Tankers (VLAT) ^{1,4}	Yes ^{1,4}	No
Type 1 Helicopters ¹	Yes ¹	No
Type 2 Helicopters	Yes	Yes ³
Type 3 Helicopters	Yes	Yes ³
Aerial Supervision Platforms and Lead Planes	No – unless required by interagency standards and mobilization guides.	

Funding Requests and Notifications

- DFPC has been tasked by the Colorado State Legislature to administer and manage these programs. It is critical that DFPC receives notification of any and all funding support requests to maintain an accurate balance for funds available.
- The requesting agency must notify DFPC of each funding and reimbursement request. Notifications and requests should be emailed to DFPC at wildlandfire@state.co.us with a copy to the DFPC Regional FMO within 7 days of resource use. Requests should be submitted on the *DFPC Wildfire Funding Notification and Request* form, and must include the following information: Who requested the resource (Sheriff, fire chief, etc.); Fire Name; Incident Number (whenever available); Resource Name(s); Dates of Use; and Copies of Resource Orders (whenever available).

¹ The use of these resources may be reimbursed in accordance with the Wildfire Emergency Response Fund (WERF).

² For determination of reimbursement and funding, the Mutual Aid Period will be as defined in the County Annual Operating Plan (AOP).

³ Funding support for aviation operations beyond the mutual aid period may be approved by DFPC.

⁴ Any request for a Very Large Air Tanker (VLAT) must be approved by the DFPC Branch Chief of Operations or his/her designee prior to use.

Additional Details – Hand Crews	
Eligible	Up to 2 hand crew days within the first 2 calendar days of an incident beginning from time of departure to fire.
	Hand crew logistics costs of lodging, camping, transportation/fuel and per diem.
	Type 1, Type 2 Initial Attack, or Type 2 crews qualified to NWCG standards.
	Hand crews should be ordered based on incident needs, crew Type and capabilities, and proximity to incident. There is a preference for the use and reimbursement of State of Colorado inmate crews.
	Different crews may be used, but only for a total of 2 hand crew days per incident.
Not Eligible	Travel time to bring hand crews from outside Colorado.
Additional Details – Aviation Resources	
Eligible	DFPC funding support can be utilized on state and private land fires, and for fires that occur in mutual aid areas as defined in the County AOP.
	Multiple fixed and rotor wing resources (if needed) can be funded on the same incident.
	DFPC will reimburse and pay for eligible aviation resources during the mutual aid period, contingent on available funding.
	Funding support for incident aviation operations beyond the mutual aid period may be approved by the DFPC, based on factors such as fire potential, values at risk, defined mutual aid periods, boundary line fires, availability of funds, etc. ³
	Limited to reimbursement for the use of only one of the following resources per incident: Type 1 Helicopter (first hour of firefighting helicopter rotor time + pilot time); or Very Large/Large Airtanker (first aerial tanker flight + drop + retardant) ⁴
	Additional helicopter personnel (helitack crew)
	Only OAS or USFS carded or authorized aircraft are eligible for DFPC funding and reimbursement.
Not Eligible	Ferry or flight time to bring aerial resources to Colorado.
	Fuel trucks.
	Chase trucks.
Process	Requesting agency orders appropriate Kind and Type of resource(s). Consult the County AOP for the local, state, and interagency dispatch procedures to order aviation resources.
	The Closest Forces concept will be utilized meaning that the closest available resource of the Kind and Type requested will be dispatched to the incident. DFPC will cover eligible costs regardless of whether the aircraft is a state or federally-managed resource.
	The on-call DFPC Regional FMO must be notified via the State Emergency Operations Line (303-279-8855) if multiple aviation resources are ordered on an incident.
	All state-owned and managed aircraft (SEATs, Helicopters and MMA) will be OAS/USFS carded and interagency compliant, and all crews will have required NWCG qualifications.
	If a local agency utilizes aircraft on a fire beyond the DFPC eligibility period, costs may be charged to the requesting agency. Actual costs vary by resource used.
	Questions concerning this guidance or the DFPC Aviation program should be directed to your DFPC Regional FMO.

Exhibit C: DRC Communications Plan

DURANGO INTERAGENCY DISPATCH CENTER

COMMUNICATIONS AND FREQUENCY GUIDE

2015 FINAL

All DRC area Federal Wildland Fire agencies and County frequencies are narrowband.

All latitudes and longitudes will be communicated in *degrees, minutes decimal minutes*.

All digital radios have this programming. Analog radios only have groups 1-9.

GROUP 9 MVP TONES REPEATER	GROUP 9 MVP TONES TONE
MVP ADMIN R	2
FS GOODMAN	5
FS BENCHMARK	6
FS MENEFFEE	4
SUA SANDOVAL	8
SUA SPRING CREEK	7
SUA BRIDGETIMBER	6
FS BANDED PK	4
FS OAKBRUSH	7
FS KENDALL	8
FS WOLF CREEK	9
FS YELLOW JACKET	15
FS WILLOW DIVIDE	6
FS BENCHMARK	5
FS MENEFFEE	8
SUA BRIDGETIMBER	15
SUA SPRING CREEK	9
SUA SANDOVAL	13
BLM OAKBRUSH	14

GROUP 4 PAGOSA TONES REPEATER	GROUP 4 PAGOSA TONES TONE
BLM OAKBRUSH	9
FS DEVIL	2
FS TUCKERVILLE	3
FS GRASSY	5
FS WOLF CREEK	6
FS OAKBRUSH	1
FS PARGIN	3
SUA BRIDGETIMBER	7
SUA SPRING CREEK	6
SUA SANDOVAL	4
AUX ACSO R	0
AUX PRPD R	0
LPIX LPIN	0

GROUP 5 COLUMBINE TONES REPEATER	GROUP 5 COLUMBINE TONES TONE
FS MISSIONARY	1
FS GRASSY	2
FS PARGIN	3
FS DEVIL	16
FS KENNEBEC	5
FS TUCKERVILLE	6

2	Colum. Gen	CO-DRS
3	Dolores	CO-DRS
4	Pagosa Fire	CO-DRS
5	Colum. Fire	CO-DRS
6	Dolores Fire	CO-DRS
7	UMA Fire	CO-DRS
8	SUA Fire	CO-DRS
9	MVP Fire	CO-DRS
10*	Mont. Fire	CO-DRS
11*	Moab Fire	UT-MFC
12*	Nonwood	UT-MFC
13*	Gunnison	CO-MTC
14*	Farmington	CO-MTC

*** Digital Only
Groups 15-25 blank*



Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Band
10	TAC 87	SIX TAC 87	154.2650	154.2650	Rx & Tx 186.2	N
11	TAC 88	SIX TAC 88	154.1600	154.1600	Rx & Tx 173.8	N
12	A/G 56	TAZ A/G 56	168.6625	168.6625	---	N
13	FFO C2C	FFO CAR TO CAR	168.575	168.575	---	N
14	CREW	CREW			---	N
15	SOA 2	SOA 2	172.5000	172.5000	192.8	N
16	SOA	SOA	168.2250	168.2250	192.8	N

GROUPS 1-3 GENERAL WORK GROUPS (NON-FIRE)

GROUP 1 - Pagosa General						
Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Band
1	FS E NET	FS EAST DIRECT	169.9250	169.9250	110.9	N
2	*F BAND PK R	F BANDED PK RPTR	169.9250	169.9375	156.7	N
3	F DEVL R	DEVIL MT. RPTR	169.9250	164.9375	103.5	N
4	F WFCK R	WOLF CREEK RPTR	169.9250	164.9375	151.4	N
5	F OBRH R	OAKBRUSH RPTR	169.9250	164.9375	127.3	N
6	F PRGN R	PARGIN RPTR	169.9250	164.9375	167.9	N
7	L OBRH R	BLM OAKBRUSH RPTR	171.1625	163.1250	192.8	N
8	FSRG BR	RIO GRANDE RPTR	164.1500	164.9125	136.5	N
9	FSRG NET	RIO GRANDE DIRECT	164.1500	164.1500	123	N
10	AUXACSOR	AUX CO SHERIFF	154.7250	155.4450	156.7	N
11	VLAWS31	NLEC	155.4750	155.4750	156.7	N
12	VSAR	SEARCH AND RESCUE	155.1600	155.1600	156.7	N
13	WORK 1	WORK 1	163.7125	163.7125	---	N
14	WORK 2	WORK 2	168.6125	168.6125	---	N
15	NWS GJ	Weather Service	162.4250	Inactive	---	N
16	DRC TAC 1	DRC TAC 1	168.1750	168.1750	---	N

* Banded Peak is a proposed site

GROUP 2 - Columbine General						
Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Band
1	FS E NET	FS E DIRECT	169.9250	169.9250	110.9	N
2	L SMLT B	BLM NET (SMELTER)	171.1625	171.1625	156.7	N
3	WORK 1	WORK 1	163.7125	163.7125	---	N
4	F MSNY R	MISSIONARY RPTR	169.9250	164.9375	114.8	N
5	F DEVL R	DEVIL MT. RPTR	169.9250	164.9375	103.5	N
6	F KINBC R	KENNEBEC RPTR	169.9250	164.9375	123.0	N
7	F KNDL R	KENDALL RPTR	169.9250	164.9375	131.8	N
8	F TKVL R	TUCKERVILLE RPTR	169.9250	164.9375	136.5	N
9	F GRSY R	GRASSY RPTR	169.9250	164.9375	146.2	N
10	F PRGN R	PARGIN RPTR	169.9250	164.9375	167.9	N
11	LPX BRN	LPX BRN	155.5950	159.1200	131.8, 186.2	N
12	AUX ACSO	AUX CO SHERIFF	154.7250	155.4450	156.7	N
13	VSAR	SEARCH AND RESCUE	155.1600	155.1600	156.7	N
14	WORK 2	WORK 2	168.6125	168.6125	---	N

2 | CO-DRC 2015 FINAL FREQUENCY GUIDE

GROUP 15 - Dolores MUTUAL AID						
Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Band
1	PARKFIRE	PARK FIRE	173.7625	162.1625	162.2	N
2	HERMANO	HERMANO	172.4500	170.1000	103.5	N
3	FS WEST	FS WEST	171.500	164.0000		N
4	KENNEBEC	KENNEBEC	169.9250	164.9375	123.0	N
5	DRC TAC 1	DRC TAC 1	168.1750	168.1750	---	N
6	FIRETAC 7	FIRETAC 7	169.2875	169.2875	123.0	N
7	TAC 3	DRC TAC 3	168.775	168.775	---	N
8	A/G 15	A/G 15	167.525	167.525	167.9	N
9	A/G 7	A/G 7	166.850	166.850	---	N
10	A/G 13	A/G 13	167.4250	167.4250	---	N
11	VFIRE21	VFIRE21	154.2800	154.2800	156.7	N
12	VFIRE22	VFIRE22				N
13	VFIRE23	VFIRE23				N
14	MINX SO	MINX SHERIFF	155.1150	155.8800	127.3	N
15	DLX SO	DLX SHERIFF	158.9700	153.9350	118.8	N
16	MINFE EMS	MENEFEE EMS	155.5350	159.3150	167.9	N

*FS WEST IS TONE SELECT

CHEAT SHEETS

2015 SITE/SUB-BAND GROUPS		
Group	Name	Dispatch
1	Pagosa Gen	CO-DRC

1.1 | CO-DRC 2015 FINAL FREQUENCY GUIDE

Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Band
10	FIREACT7	FIREACT7	169.2875	169.2875	---	N
11	BALD	BALD MT	170.4625	164.8250	136.5	N
12	A/G 49	A/G 49	168.0375	168.0375	---	N
13	A/G 9	A/G 9	166.9125	166.9125	---	N
14	CREW	CREW			---	N
15	FS WORK	FS WORK	164.9875	164.9875	---	N
16	BLM WORK	BLM WORK	168.350	168.350	---	N

GROUP 13 - GUNNISON FIRE (MONTROSE DISPATCH)

Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Band
1	CUPOLA	CUPOLA	170.4625	170.4625	123.0	N
2	9 MILE	9 MILE	170.4625	164.8250	167.9	N
3	HILL 71	HILL 71	170.4625	164.8250	146.2	N
4	RENO DIV	RENO DIV	170.4625	164.8250	151.4	N
5	MONARCH	MONARCH	170.4625	164.8250	156.7	N
6	BALD	BALD MOUNTAIN	170.4625	164.8250	136.5	N
7	PILOTKNB	PILOT KNOB	170.4625	164.8250	131.8	N
8	GUNN PRT	GUNNISON PORT	170.4625	164.8250	127.3	N
9	FIREACT7	FIREACT7	169.2875	169.2875	---	N
10	A/G 49	A/G 49	168.0375	168.0375	---	N
11	A/G 9	A/G 9	166.9125	166.9125	---	N
12	CREW	CREW			---	N
13	FS WORK	FS WORK	164.9875	164.9875	---	N
14	BLM WORK	BLM WORK	168.3500	168.3500	---	N
15	VFIRE21	VFIRE21	154.2800	154.2800	156.7	N
16	AIR GRD	AIR GUARD	168.6250	168.6250	110.9	N

Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Band
15	NWS GJ	WEATHER SERVICE	162.4250	Inactive	---	N
16	DRC TAC 1	DRC TAC 1	168.1750	168.1750	---	N

GROUP 3 - Dolores General

Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Band
1	PARKFIRE	PARK FIRE	173.7625	162.1625	162.2	N
2	HERMANO	HERMANO	172.4500	170.1000	103.5	N
3	F YJACK R	YELLOW JACKET	171.500	164.0000	110.9	N
4	F MNFE R	MENEFE RPTR	171.500	164.0000	131.8	N
5	F BNMIK R	BENCHMARK RPTR	171.500	164.0000	123.0	N
6	DOL BASE	DOLORES BASE	171.5000	171.5000	110.9	N
7	FS ABAJO	FS ABAJO RPTR	171.5000	164.0000	146.2	N
8	F WIL DIV R	WILLOW DIVIDE RPT	171.5000	164.000	136.5	N
9	KENNEBEC	KENNEBEC	169.9250	164.9375	123.0	N
10	VFIRE21	VFIRE21	154.2800	154.2800	156.7	N
11	A/G 15	A/G 15	167.525	167.525	167.9	N
12	WORK 1	WORK 1	163.7125	163.7125	---	N
13	DRC TAC 1	TAC 1	168.1750	168.1750	---	N
14	MXN SO	MXN SHERIFF	155.1150	155.8800	127.3	N
15	DLX SO	DLX SHERIFF	158.9700	153.9350	118.8	N
16	MNFE EMS	MENEFE EMS	155.5350	159.3150	167.9	N

*ABAJO is a new site and Willow Divide is a proposed site

GROUP 14 - FARMINGTON (TAOS DISPATCH)

Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Bandwidth
1	ARCHULET	B ARCHULET. MESA R	168.575	166.8750	107.2	N
2	HOODMESA	B HOOD MESA R	168.575	166.8750	146.2	N
3	HUERFANO	B HUERFANO R	168.575	166.8750	123.0	N
4	SMITHPAS	B SMITH PASS R	168.575	166.8750	136.5	N
5	CRNFDIR	F CARSON DIRECT	169.1750	169.1750	---	N
6	MESTANAS	F MESTANAS R	169.1750	169.975	103.5	N
7	VIGAS	F VIGAS R	169.1750	169.975	141.3	N
8	SJ DISP	SIX FIRE	158.8200	153.8000	Rx & Tx 103.5	N
9	TAC 86	SIX TAC 86	155.325	155.325	Rx & Tx 203.5	N

Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Band
13	CREW	CREW				N
14	VFIRE21	VFIRE21	154.2800	154.2800	156.7	N
15	SOARPT 2	SOA RPTR 2	172.1375	166.3125		N
16	AIR GRD	AIR GUARD	168.6250	168.6250	110.9	N

GROUP 11 - MOAB FIRE (MOAB FIRE CENTER)

Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Band
1	MOAB RPT	MOAB	172.7750	165.1750	100.0	N
2	BOOK CLIFF	BOOK CLIFFS	172.7750	165.1750	167.9	N
3	WILLOW	WILLOW RPT	172.7750	165.1750	123.0	N
4	MONT RPT	MONTICELLO	172.4750	163.3375	100.0	N
5	ABAJORPT	ABAJO RPTR	171.425	164.375	110.9	N
6	BALD RPT	BALD RPTR	171.425	164.375	103.5	N
7	CARP RPT	CARPENTER RIDGE	171.4250	164.1500	107.2	N
8	TAC 1	MFC TAC 1	166.2375	166.2375		N
9	A/G 10	MFC A/G 10	166.9375	166.9375		N
10	TAC 2	MFC TAC 2	166.9625	166.9625		N
11	A/G 44	MFC A/G 44	167.6250	167.6250		N
12	TAC 7	MFC TAC 7	169.9000	169.9000		N
13	CREW	CREW				N
14	VFIRE21	VFIRE21	154.2800	154.2800	156.7	N
15	SOARPT 2	SOA RPTR 2	172.1375	166.3125		N
16	AIR GRD	AIR GUARD	168.6250	168.6250	110.9	N

GROUPS 4-9 S/JF /SJD /SUA /UMA /MVP FIRE

GROUP 4 (Group 10 Analog) - Pagosa Fire

Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Band
1	FS E NET	FS E DIRECT	169.9250	164.9375	127.3	N
2	FIRETAC 7	FIRETAC 7	169.2875	169.2875	103.5	N
3	A/G 7	A/G 7	166.8500	166.8500	136.5	N
4	TAC 3	DRC TAC 3	168.775	168.775	118.8	N
5	TAC 1	TAC 1	168.1750	168.1750	146.2	N
6	A/G 13	A/G 13	167.4250	167.4250	151.4	N
7	A/G 15	A/G 15	167.5250	167.5250	110.9	N
8	BLM RPTR	BLM RPTR	171.1625	163.1250	167.9	N
9	SUA RPTR	SUA RPTR	172.7500	171.6250	RX 100.0 TX 192.8	N
10	AUXACSOR	AUX ACSO R	154.725	155.445	156.7	N
11	LPX LPIN	LPX LPIN	154.0550	154.0550	RX 131.8 TX 131.8	N
12	AUXPPDR	AUX PFPD R	154.025	156.000	156.7	N
13	VFIRE22	VFIRE22	154.2650	154.2650	114.8	N
14	VFIRE21	VFIRE21	154.280	154.280	123.0	N
15	VSAR	VSAR	155.160	155.160	156.7	N
16	AIR GRD	AIR GUARD	168.6250	168.6250	110.9	N

Key to Code Guards for Pagosa Fire Group 4

Chan	Abbreviation	Name	Tx Tone	Code Guard #
8	LOBRR R	BLM OAKBRUSH	192.8	9
5	F DEVL R	FS DEVIL	103.5	2
5	F TKV/L R	FS TUCKERVILLE	136.5	3
5	F GRSY R	FS GRASSY	146.2	5
5	F WFCK R	FS WOLF CREEK	151.4	6
5	F OBRH R	FS OAKBRUSH	127.3	1

GROUP 12 - NORWOOD FIRE (MONTROSE DISPATCH)

Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Band
1	STRMKNG	STORM KING	170.0250	170.0250	173.8	N
2	MANTI	MANTI LA SAL	170.0250	165.4500	167.9	N
3	RASPBRY	RASPERRY	170.0250	165.4500	107.2	N
4	NORTH M	NORTH MOUNTAIN	170.0250	165.4500	179.9	N
5	GRAYHD	GRAYHEAD	170.0250	165.4500	123.0	N
6	ABAJO	ABAJO	170.0250	165.4500	186.2	N
7	JUMBO	JUMBO	170.0250	165.4500	71.9	N
8	PILOTKNB	PILOT KNOB	170.4625	164.8250	131.8	N
9	MONTPORT	MONTROSE PORT	170.0250	165.4500	127.3	N

Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Band
14	LPX FTLM	LPX FORT LEWIS	154.175	154.370	R13.8-T77.0	N
15	VFIRE21	VFIRE21	154.280	154.280	156.7	N
16	AIR GRD	AIR GUARD	168.6250	168.6250	110.9	N

Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Band
5	F PRGN R	FS PARGIN		167.9	8	N
5	F BAND R	F BANDED PK RPTR		156.7	10	N
5	F MSNY R	FS MISSIONARY		114.8	13	N
5	F KNBC R	FS KENNEBEC		123.0	14	N
5	F KNDL R	FS KENDAL		131.8	11	N
9	S BTBR R	SUA BRIDGETIMBER		110.9	7	N
9	S SPCK R	SUA SPRING CREEK		151.4	6	N
9	S SDVL R	SUA SANDOVAL		118.8	4	N
10	AUX ACSO R	AUX ACSO RPTR		156.7	10	N
12	AUX PFPD R	AUX PFPD		156.7	12	N
11	LPX LPIN	LPX LOS PINOS		131.8	11	N
13	VFIRE22	VFIRE22		156.7	12	N
14	VFIRE21	VFIRE21		156.7	12	N

GROUP 9 - Mesa Verde NP Fire

Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Band
1	MVP SPLX	MVP SIMPLEX	170.0500	170.0500	141.3	N
2	P ADMIN R	MVP ADMIN RPTR	170.0500	169.4000	103.5	N
3	P PKFR R	PARK FIRE	173.7625	162.1625	162.2	N
4	FS W RPT	FS WEST RPTRS	171.5000	164.0000	131.8	N
5	DRC TAC1	DRC TAC 1	168.1750	168.1750	110.9	N
6	FIRETAC 7	FIRETAC 7	169.2875	169.2875	123.0	N
7	DRC TAC3	DRC TAC 3	168.7750	168.7750	151.4	N
8	A/G 15	A/G 15	167.525	167.525	---	N
9	A/G 7	A/G 7	166.850	166.850	---	N
10	U BRKR R	UMA BARKER RPTR	172.4500	170.1000	RX103.5-TX114.8	N
11	U HRMO R	UMA HERMANO R	172.4500	170.1000	RX & TX 103.5	N
12	SUA RPTR	SUA RPTRS	172.7500	171.6250	RX100.0-TX110.9	N
13	VFIRE21	VFIRE21	154.2800	154.2800	156.7	N
14	CREW	CREW			---	N
15	MVP TAC1	MVP TAC 1	169.1125	169.1125	---	N

GROUPS 10-14 SURROUNDING AREAS FIRE

GROUP 10 - MONTICELLO FIRE (MOAB FIRE CENTER)						
Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Band
1	MONT RPT	MONTICELLO	172.4750	163.3375	100.0	N
2	SO LONG PT	SOUTH LONG POINT	172.4750	163.3375	156.7	N
3	MOAB RPT	MOAB RPTR	172.7750	165.1750	100.0	N
4	BRSSRPT	BRASS RIDGE RPTR	172.475	163.3375	110.9	N
5	DEADMAN	DEADMAN RPTR	171.4250	164.3750	123.0	N
6	WILDRNESS	WILDRNESS RPTR	171.4250	164.3750	131.8	N
7	ABAJO RPT	ABAJO RPTR	171.4250	164.3750	110.9	N
8	TAC 1	MFC TAC 1	166.2375	166.2375	---	N
9	A/G 10	MFC A/G 10	166.9375	166.9375	---	N
10	TAC 2	MFC TAC 2	166.9625	166.9625	---	N
11	A/G 44	MFC A/G 44	167.6250	167.6250	---	N
12	TAC 7	MFC TAC 7	169.9000	169.9000	---	N

GROUP 5 - Columbine Fire						
Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Band
1	TAC 1	DRC TAC 1	168.1750	168.1750	114.8	N
2	FIRETAC7	FIRETAC7	169.2875	169.2875	146.2	N
3	TAC 3	DRC TAC 3	168.775	168.775	167.9	N
4	VFIRE21	VFIRE21	154.280	154.280	156.7	N
5	FS E RPTR	FS EAST RPTR	169.925	164.9375	123.0	N
6	FS W RPTR	FS WEST RPTR	171.500	164.0000	136.5	N
7	SUA RPTR	SUA RPTRS	172.750	171.625	Rx 100.0 Tx 127.3	N
8	BLM RPTR	BLM RPTR	171.1625	163.1250	131.8	N
9	DFRA	DFRA	154.445	153.770	151.4	N
10	UPIN	UPPER PINE FIRE	154.415	153.950	D662 RX & TX	N
11	LOSP	LOS PINOS FIRE	154.055	155.955	131.8 RX & TX	N
12	FTLM	FORT LEWIS MESA	154.175	154.370	RX 131.8 TX 77.0	N
13	A/G 15	A/G 15	167.525	167.525	118.8	N
14	A/G 7	A/G 7	166.850	166.850	192.8	N
15	A/G 13	A/G 13	167.4250	167.425	000.0	N
16	NWS GJ	NWS GJ	162.425	INACTIVE	103.5	N

Key to Code Guards for Columbine Fire Group 5

Chan	Abbreviation	Name	Tones	Code Guard #
5	F MSNY R	MISSIONARY	114.8	1
5	F GRSY R	GRASSY	146.2	2
5	F PRGN R	PARGIN	167.9	3

5	F DEVL R	DEVIL MTN	103.5	16
5	F KNBC R	KENNEBEC	123.0	5
5	F TKVL R	TUCKERVILLE	136.5	6
5	F BAND R	BANDED PEAK	156.7	4
5	F OBRH R	OAKBRUSH	127.3	7
5	F KNDR R	KENDALL	131.8	8
5	F WFCK R	WOLFCREEK	151.4	9
6	F YJACK R	YELLOW JACKET	110.9	15
6	F WIL DV R	WILLOW DIVIDE	136.5	6
6	F BNMK R	BENCHMARK	123.0	5
6	F MNFE R	MENEFEE	131.8	8
7	S BTBR R	SUA BRIDGE TIMBER	110.9	15
7	S SPCK R	SUA SPRING CREEK	151.4	9
7	S SDVL R	SUA SANDOVAL	118.8	13
8	L OKBR R	BLM OAKBRUSH	192.8	14

GROUP 6 - Dolores Fire						
Chan	Abbreviation	Name	Rx	Tx	Tx Tone	Band
1	PARKFIRE	PARK FIRE	173.7625	162.1625	162.2	N
2	HERMANO	HERMANO	172.4500	170.1000	103.5	N
3	F YJACK R	YELLOW JACKET	171.500	164.0000	110.9	N
4	F MNFE R	MENEFEE RPTR	171.500	164.0000	131.8	N
5	F BNMK R	BENCHMARK RPTR	171.500	164.0000	123.0	N
6	DOL BASE	DOLORES BASE	171.5000	171.5000	110.9	N
7	FS Abajo	FS ABAJO RPTR	171.5000	164.0000	146.2	N
8	F WIL DIV R	F WILLOW DIVIDE RPT	171.5000	164.0000	136.5	N
9	KENNEBEC	KENNEBEC	169.9250	164.9375	123.0	N
10	FIRETRAC7	FIRETRAC7	169.2875	169.2875	136.5	N
11	TAC 3	DRC TAC 3	168.775	168.775	167.9	N
12	A/G 15	A/G 15	167.525	167.525	167.9	N
13	A/G 7	A/G 7	166.8500	166.8500	---	N
14	VFIRE21	VFIRE21	154.280	154.280	156.7	N
15	MXN SO	MXN SHERIFF	155.1150	155.8800	127.3	N
16	DLX SO	DLX SHERIFF	158.9700	153.9550	118.8	N

*WILLOW DIVIDE is a proposed site

GROUP 7 - UMA Fire						
Cha	Abbreviation	Name	Rx	Tx	Tx Tone	Band
1	U HRMO R	HERMANO	172.450	170.100	103.5 RX & TX	N
2	TAC 1	DRC TAC 1	168.1750	168.1750	---	N
3	A/G 15	A/G 15	167.525	167.525	---	N
4	VFIRE21	VFIRE21	154.280	154.280	156.7	N
5	F YJACK R	YELLOW JACKET	171.500	164.0000	110.9	N
6	P PKFR R	PARK FIRE	173.7625	162.1625	162.2	N
7	F MNFE R	MENEFEE	171.500	164.0000	131.8	N
8	U HRMO R	HERMANO	172.450	170.100	103.5 RX & TX	D
9	U BRKR R D	BARKER DIGITAL	172.450	170.100	RX 103.5 TX 114.8	D
10	U TOWC R	TOWOAC PD RPTR	154.65	155.415	118.8	N
11	CREW	CREW			---	N
12	TAC 3	DRC TAC 3	168.775	168.775	---	N
13	S BTBR R	BRIDGE TIMBER	172.750	171.625	RX 100.0 TX 110.9	N
14	A/G 7	A/G 7	166.850	166.850	---	N
15	FIRETRAC7	FIRETRAC7	169.2875	169.2875	---	N
16	U BRKR R	BARKER DOME	172.450	170.100	R103.5 T114.8	N

GROUP 8 - SUA Fire						
Cha	Abbreviation	Name	Rx	Tx	Tx Tone	Band
1	S SPCK R	SPRING CRK. RPTR	172.750	171.625	R100.0-T151.4	N
2	S SDVL R	SANDOVAL RPTR.	172.750	171.625	R100.0-T118.8	N
3	S BTBR R	BRIDGE TIMBER	172.750	171.625	R100.0-T110.9	N
4	SUA SPLX	SUA SIMPLEX	172.750	172.750	RX & TX 100.0	N
5	TAC 1	DRC TAC 1	168.1750	168.1750	---	N
6	FIRETRAC7	FIRETRAC7	169.2875	169.2875	---	N
7	TAC 3	DRC TAC 3	168.775	168.775	---	N
8	CREW	CREW			---	N
9	A/G 15	A/G 15	167.525	167.525	---	N
10	A/G 7	A/G 7	166.850	166.850	---	N
11	LPS LPIN	LPX LOS PINOS	154.055	155.955	131.8	N
12	LPX DFRA	DFRA 1	154.445	153.770	131.8	N
13	LPX UPIN	LPX UPPER PINE FIRE	154.415	153.950	D662 RX & TX	N

Exhibit D: Interagency Fire Restriction Criteria

INTERAGENCY FIRE RESTRICTION CRITERIA

When weather factors and fuel conditions indicate an increased risk to public safety and fire fighting personnel, the following criteria should be used to determine if fire restrictions should be considered by area. Throughout the fire season, appropriate responsible area personnel will review these evaluation guidelines to help determine threshold levels that may trigger a need for different levels of restriction. All thresholds for restrictions should exceed normal fire season conditions.

Use data from local area weather stations, Sno-Tel data, historical weather records, measured fuel moisture data, fire occurrence and observed fire behavior in each fire restriction area to assist in making a determination. When more than one weather station must be evaluated in an area, utilize weighted risk factors pertinent to the values at risk and apply this to the following criteria:

1. Measured Thousand Hour Time-lag fuel moisture content is 12% or less.
2. Seasonal Energy Release Component (ERC) is above the 80th percentile.
3. Three day mean Burning Index is above the 80th percentile.
4. Ignition component is 80% or above.
5. Fire danger rating adjective class is VERY HIGH or EXTREME.
6. Fire occurrence is impacting available suppression resources making adequate initial attack difficult.
7. Local area Preparedness Level (PL) is 3 or above.
8. Local area is receiving a high occurrence of fires and human caused risk is expected to increase.
9. Adverse fire weather conditions and risks are predicted to continue.
10. Implementation of existing fire restrictions is not adequately reducing human-caused fires.

STAGE I: If four or more of the above conditions exist, consider initiating a Stage I Restriction.

STAGE II: Consider initiating a Stage II Restriction after a Stage I Restriction has been imposed and six or more of the above conditions exist.

STAGE III: Consider initiating a Stage III Closure after a Stage II restriction has been imposed and seven or more of the above conditions exist.

PROPOSED GUIDELINES FOR RESCISSION

The above fire restriction guidelines would also serve as criteria for rescinding restrictions or closures.

RESCISSION FROM STAGE III TO STAGE II: Reduction to six or fewer of the above conditions will apply for a period of 7 days with a predicted trend toward continued improvement.

RESCISSION FROM STAGE II OR STAGE I: Reduction to four or fewer of the above conditions will apply for a period of 7 days with a predicted trend toward continued improvement.

RESCISSION FROM STAGE I: Reduction to three or fewer of the above conditions will apply for a period of 7 days with a predicted trend toward continued improvement.

Restriction Descriptions

STAGE I AND STAGE II RESTRICTIONS

There will be two fire restriction stages: Stage I and Stage II. Stage III denotes area closure. Each agency within a fire restriction area must write its own agency document that authorizes the restrictions within its jurisdiction. Each agency is responsible for using its own format, citing the specific Codes of Federal Regulation (CFR) and United States Code (U. S. C.) and having the appropriate legal counsel review the document to assure it is correct and enforceable. To establish consistency, reduce confusion and standardize restrictions, the following criteria will be used in all restriction documents:

STAGE I

The following acts are prohibited until further notice:

1. Building, maintaining, attending, or using a fire, campfire, coal or wood burning stove, any type of charcoal fueled broiler or open fire of any type in undeveloped areas.
2. Smoking, except within an enclosed vehicle or building, in a developed recreation site or while stopped in an area at least 3 feet in diameter that is barren or cleared of all flammable vegetation.
3. Using explosive material: (i.e.: fireworks, blasting caps or any incendiary device which may result in the ignition of flammable material.)
4. Welding, or operating acetylene or other similar torch with open flame.
5. Operating or using any internal combustion engine without a spark arresting device properly installed, maintained and in effective working order meeting either:
 - a. Department of Agriculture, Forest Service Standard 5100-1a; or
 - b. Appropriate Society of Automotive Engineers (SAE) recommended practice J335 (b) and J350 (a).

Possible Exemptions

1. Persons with a written permit specifically authorizing the otherwise prohibited act or omission.
2. Fires in constructed, permanent fire pits or fire grates within developed recreation sites.
3. Any Federal, State, or local officer or member of an organized rescue or firefighting force in the performance of an official duty.
4. Mechanical stoves and appliances fueled by bottled or liquid gas which allow the operator to control or extinguish the flame with a valve are permitted provided that such devices are approved by Underwriters Laboratory Inc.
5. Owners or lessees of land in the restricted area.
6. Residents in the restricted area.

NOTE: Agency Administrators are responsible for adding appropriate legal citations that will allow for implementation and enforcement of respective restrictions or closures. It is highly recommended that orders are reviewed by representing agency solicitor prior to issuance.

STAGE II

The following acts are prohibited until further notice:

1. Building, maintaining, attending, or using a fire, campfire, coal or wood burning stove, any type of charcoal fueled broiler or open fire of any type.

2. Smoking, except within an enclosed vehicle or building.
3. Using explosive material: (i.e.: fireworks, blasting caps or any incendiary device which may result in the ignition of flammable material.)
4. Welding, or operating acetylene or other similar torch with open flame.
5. Operating or using any internal combustion engine without a spark arresting device properly installed, maintained and in effective working order meeting either:
 - a. Department of Agriculture, Forest Service Standard 5100-1a; or
 - b. Society of Automotive Engineers (SAE) recommended practice J335 (b) and J350 (a).
6. Operating a chainsaw without a chemical pressurized fire extinguisher of not less than 8 ounces capacity by weight, and one size 0 or larger round pointed shovel with an overall length of at least 36 inches. The extinguisher shall be with the chainsaw operator. The shovel may be kept with the fueling supplies but readily available.

Other possible restricted acts under Stage II

1. Operating a motorized vehicle off designated roads and trails.
2. Operating a chainsaw outside the hours of 5:00 am and 11:00 am.
3. Overnight camping limited to listed campgrounds and recreation sites.
(An attachment of designated sites would be included)

Possible Exemptions

1. Persons with a written permit specifically authorizing the otherwise prohibited act or omission.
2. Any Federal, State or local officer or member of an organized rescue or firefighting force in the performance of an official duty.
3. Mechanical stoves and appliances fueled by bottled or liquid gas which allow the operator to control and extinguish the flame with a valve are permitted provided that such devices are approved by Underwriters Laboratory Inc.
4. Owners or lessees of land in the restricted area.
5. Residents in the restricted area.

NOTE: Agency Administrators are responsible for adding appropriate legal citations that will allow for implementation and enforcement of respective restrictions or closures. It is highly recommended that orders are reviewed by representing agency solicitor prior to issuance.

STAGE III

Before the fire season, the "The Council" will review the evaluation guidelines and determine threshold levels that substantiate the need for closures.

Examples include:

- Potential loss of life due to explosive fire conditions.
- Potential for extreme or blowup fire behavior.
- Stage II or State III restrictions are not effective in reducing the number of human-caused fires.
- Resources across the geographic area are at a critical shortage level.
- Proximity to substantial population centers.
- The extent of wildland urban interface.

Exhibit E: Contacts

Dispatch Centers		
Durango Dispatch (DRC)		(970) 385-1324
County Dispatch		(970)731-2160

Archuleta County		
	Name	Phone
Sheriff	Rich Valdez	(970) 264-8430
Emergency Manager	Thad McKain	(970) 749-2439
Wildland Coordinator	Christina Kreatsch	(805) 403-0403
County EOC	Stevens Air Field	(970) 731-4799

Colorado DFPC		
	Name	Phone
Southwest Regional FMO		
CO Emergency Operations Line	<i>*Used to request FMO Assistance</i>	(303) 279-8855

San Juan National Forest		
	Name	Phone
Forest Supervisor	Kara Chadwick	(970) 385-1289 O (970) 749-4914 C
Pagosa District Ranger	Kevin Khung	(970) 264-1520 O (970) 799-1185 C
Columbine District Ranger	Matt Janowiak	(970) 884-1438 O (970) 764-7380 C
Forest/Unit FMO	Richard Bustamante	(970) 385-1346 O (970) 749-8127 C
Forest AFMO/UAO	Jerran Flinders	(970) 375-3334 O (435) 640-0508 C
Pagosa Ranger District FMO	Steve Hentchel	(970) 264-1536 O (970) 799-1196 C
Columbine Ranger District FMO	Chris Tipton	(970) 884-1427 O (970) 799-1167 C

BLM – Tres Rios Field Office		
	Name	Phone
Southwest District Manager	Barb Sharrow	(970) 240-5336 O (970) 596-6635 C
Field Manager	Connie Clemenston	(970) 882-6808 O (970) 394-4045 C
BLM District FMO	Brandon Lewis	(970)-240-5351 O (970) 596-5359 C
BLM Deputy FMO	Randy Chappell	(970) 240-5373 O (970)-596-6343 C
Pagosa Ranger District FMO	Steve Hentchel	(970) 264-1536 O (970) 799-1196 C
Columbine Ranger District FMO	Chris Tipton	(970) 884-1427 O (970) 799-1167 C

BIA – Southern Ute Tribe		
	Name	Phone
FMO	Rich Gustafson	(970) 563-4571 O (970) 749-3558 C

Fire Protection Districts		
	Name (Chief)	Phone
Los Pinos FPD	Larry Behrens Tim Batchelor	(970) 563-9501 O (970) 442-1544
Pagosa FPD	Diane Bower Randy Larson	(970) 731-4191 O (970) 946-3861 C (970) 553 0404 C
Upper Pine River FPD	Bruce Evans	(970) 884-9508 O (970) 442-1022 C
DSEM – Division Homeland Security Emergency Management		
	Name	Phone
Regional Field Manager	Trevor Denney	(970) 759-1187 C

Exhibit F: DPFC Multi-Mission Aircraft Request Order Form

DFPC MULTI-MISSION AIRCRAFT REQUEST ORDER FORM - 2015
TO ORDER MMA AIRCRAFT
CALL CSP DISPATCH @ 303-279-8855 and ask for DFPC DUTY OFFICER

Request Date

Request Time

MISSION REQUESTED			
Date Needed		Time Needed	
Incident Type	<input type="checkbox"/> Wildfire <input type="checkbox"/> Other-Specify:	Incident Name	
Mission Profile Requested	<input type="checkbox"/> Color & Infrared Sensor Specific Needs: <input type="checkbox"/> Perimeter <input type="checkbox"/> Spot Fires <input type="checkbox"/> Fire Location/Detection <input type="checkbox"/> All Hazard <input type="checkbox"/> Point to Point Transportation		
MISSION REQUESTOR INFORMATION (Sheriff, Fire Chief, FMO etc.)			
Requestor Name, Title and Agency		Requestor Phone, Email and/or Radio Frequency	
INCIDENT CONTACT INFORMATION			
Name		Phone Number	
Incident Position			
Ground Contact Name		Radio Frequency	
Air Contact Name		Radio Frequency	
INTELLIGENCE REPORTING INSTRUCTIONS			
** (Specify what intel, to who/where, and how you want it sent from the plane to ground)**			
INCIDENT LOCATION INFORMATION			
County			
General Location			
Latitude (specify format)			
Longitude (specify format)			
Bearing	Distance	From	
OTHER INCIDENT AIRSPACE INFORMATION			
Other Known Aerial Hazards			
Special Use Airspace			
Military Training Route			
Military Operations Area			



COLORADO

Division of Homeland Security
& Emergency Management
Department of Public Safety

2016 EMPG-LEMS Annual Program Paper

Part II Jurisdiction Information and Signatures (v.120715)

Note: This document serves to meet the requirements of §24-33.5-707(7), C.R.S.

Jurisdiction Name:

Emergency Program Manager

Name: Thaddeus A. MccKain

Job Title: Director of Emergency Operations

Mailing Address: PO Box 638, Pagosa Springs, CO 81147

Physical Address (if different): 777 County Road 600 (Piedra Rd.), Pagosa Springs, CO 81147

Phone Contact Information

Office Phone number: 970-731-4799

24 Hour Emergency Line: 970-731-2160

Office Fax: 970-731-4800

Cellular: 970-749-2439

Pager:

E-Mail Address: tmckain@archuletacounty.org

Employment Status (Please indicate how many)

Paid Full Time: 3 Paid Part Time: 2 Volunteer: 60 Other:

Jurisdiction Job Title Program Manager Reports to: Archuleta County Sheriff's Department

Hours worked per week for jurisdiction in all job titles: 40

Hours worked per week devoted to Emergency Management: 20-30

Additional Emergency Management Staff

Type of Employment	How many?	Total staff hours/week	Total E.M. hours/week
Paid full time professional	3	120	60
Paid full time clerical			
Paid part time professional	2	80	16
Paid part time clerical			
Volunteer	60	10-15	5
Other personnel			

Senior Elected Official (Michael Whitting, Chairman, BOCC, Sheriff Richard Valdez, ACSO))

Richard Valdez - Sheriff ACSO

Chief Executive Officer (if different from above) _____

Signature/Chief Executive _____

Signature/Emergency Manager/Coordinator *Thaddeus A. MccKain*

Date *12/30/15*

Signature/DHSEM Regional Field Manager _____

Date _____



Part I
 Calendar Year 2016 EMPG-LEMS Grant Activities
 Work Plan Template (v.120715)

Instructions

Use the 15 EMF categories as a framework for planning your annual work program and consider identified capability gaps or shortfalls that need to be addressed. This can be done in four steps.

1. First, consider your community's long-term strategy for developing and sustaining an all-hazards preparedness strategy, including initiatives that can be accomplished during the grant performance period as well as those objectives that will need to be phased over multiple years.
2. Second, identify Planned Activities that, when completed, will assist you in achieving your long-term strategy. Complete the Work Plan Template by identifying Planned Activities for each Emergency Management Function (EMF) that is relevant to your strategy. Identify to the extent possible the measurable outcome for each Planned Activity.
3. Third, place those activities that can be accomplished during the current performance period in the quarter that you expect the activity to be completed (it is recognized that schedules and priorities change and that activities may actually be accomplished in a different quarter than the one projected).
4. Fourth, determine if the products/activities you have identified combine to make your program eligible for 100% of your award (use the product/activity table from the guidance)
5. Finally, submit the finished document to your assigned DHSEM Regional Field Manager.

Please don't hesitate to contact your DHSEM Regional Field Manager for assistance in completing this Work Plan Template.

Signatures

Must be signed (in ink) or (Adobe Acrobat digital signature) by the emergency manager and forwarded to the assigned DHSEM Regional Field Manager for approval.

By signing, the applicant acknowledges that he/she has read and understands the calendar year 2016 Program Guidelines and Application Kit.

Jurisdiction: Archuleta

Emergency Manager of Jurisdiction: Thaddeus A. [Signature] Date: 12/30/15

DHSEM Regional Field Manager: _____ Date: _____



Part I
2016 EMPG-LEMS Grant Activities
Work Plan Template

2016 EMPG-LEMS Grant Activities		
EMF-1		
Finance and Administration		
Objective(s) of Planned Activities: <i>Budget preparation, grant administration, LEMS application, expense tracking, quarterly reimbursement requests, quarterly performance reports, equipment monitoring</i>		
Mandatory Federal Activities for this EMF: Submit updated FFATA		
1 st Quarter	Planned Activities: Submit 1 st Quarter report and reimbursement request.	Results:
2 nd Quarter	Planned Activities: Submit 2 nd Quarter report and reimbursement request.	Results:
3 rd Quarter	Planned Activities: Submit 3rd Quarter report and reimbursement request.	Results:
4 th Quarter	Planned Activities: Submit 4th Quarter report and reimbursement request.	Results:



COLORADO

Division of Homeland Security
& Emergency Management

Department of Public Safety

2016 EMPG-LEMS Grant Activities

EMF-2

Laws and Authorities

Objective(s) of Planned Activities: *Ordinances, resolutions, emergency declarations, EMAP accreditation, compliance with laws and regulations*

Mandatory Federal Activities for this EMF: None

1 st Quarter	Planned Activities: *Present revised ordinances for NIMS/ICS to BOCC *Review EMAP Accreditations *Select emergency declaration form *Complete draft & recommend county burn permits	Results:
2 nd Quarter	Planned Activities: *Sheriff/Under Sheriff/EOC Personnel attend 300 & 400 *Final draft of Laws & Authorities for EOP	Results:
3 rd Quarter	Planned Activities: *Draft and recommend fire restriction resolutions as needed	Results:
4 th Quarter	Planned Activities:	Results:



2016 EMPG-LEMS Grant Activities		
EMF-3		
Risk Assessment		
Objective(s) of Planned Activities: <i>Development/upgrade of local/tribal THIRA (Threat and Hazard Risk Identification and Assessment) or (HIRA Hazard Risk Identification and Assessment), development of corresponding risk management strategies</i>		
Mandatory Federal Activities for this EMF: None		
1 st Quarter	Planned Activities: *Disperse to MAC & IMG for evaluation	Results:
2 nd Quarter	Planned Activities: *Complete updates and prioritize THIRA *Assist Archuleta County School District with Safety Plans	Results:
3 rd Quarter	Planned Activities: *Create action plans	Results:
4 th Quarter	Planned Activities:	Results:



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2016 EMPG-IEMS Grant Activities

EMF-4

Hazard Mitigation Plans and Projects

Objective(s) of Planned Activities: *Development of local/tribal hazard mitigation plans, implementation of hazard mitigation projects, coordination of Environmental and Historic Preservation (EHP) reviews*

Mandatory Federal Activities for this EMF: None

1 st Quarter	Planned Activities: *Create action plan for Mitigation Crew via HMGP approval *Evaluate Archuleta Mitigation Plan *Review other jurisdictions Hazard Mitigation Plans	Results:
2 nd Quarter	Planned Activities: *Revise Archuleta Mitigation Plan *Outline Hazard Mitigation Plan – seek grant opportunities	Results:
3 rd Quarter	Planned Activities: *Survey of Pagosa Skyrocket plant	Results:
4 th Quarter	Planned Activities:	Results:



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2016 EMPG-LEMS Grant Activities

EMF-5

Emergency Operations Plans

Objective(s) of Planned Activities: *Development/upgrades of local/tribal emergency operations plans (EOPs) in accordance with CPG-101, Version 2.0, fostering partnerships with EOP stakeholder agencies and organizations*

Mandatory Federal Activities for this EMF: All EMPG Program grantees/sub-grantees must maintain, or revise as necessary, jurisdiction-wide all-hazards Emergency Operations Plans that are consistent with CPG-101 v.2 (November 2010) and provide copies of new and revised EOPs/Annexes to DHSEM Regional Field Manager.

1 st Quarter	Planned Activities: Review status of EOP and components. Determine development and update priorities.	Results:
2 nd Quarter	Planned Activities: Complete EOP for approval	Results:
3 rd Quarter	Planned Activities: Acquire full adoption of EOP	Results:
4 th Quarter	Planned Activities:	Results:



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2016 EMPG-LEMS Grant Activities		
EMF-6		
Recovery Plans		
Objective(s) of Planned Activities: <i>Development/upgrades of local/tribal recovery plans, fostering partnerships with recovery stakeholder agencies and organizations</i>		
Mandatory Federal Activities for this EMF: None		
1 st Quarter	Planned Activities:	Results:
2 nd Quarter	Planned Activities:	Results:
3 rd Quarter	Planned Activities:	Results:
4 th Quarter	Planned Activities:	Results:



2016 EMPG-LEMS Grant Activities		
EMF-7		
Training		
Objective(s) of Planned Activities: <i>NIMS training delivery, staff professional development, development of Training & Exercise Plans (TEPs)</i>		
Mandatory Federal Activities for this EMF, (1) all EMPG program funded personnel (State/Local/Tribal) must complete the following NIMS training courses and record proof of completion: IS 100; IS 200; IS 700; and IS 800; FEMA Professional Development Series: IS 139; IS 230.a; IS 235.a; IS 240.a; IS 241.a; IS 242.a; and IS 244.a, (2) all grantees and sub-grantees are required to develop a Multi-Year TEP that incorporates linkages to core capabilities and update it annually.		
1 st Quarter	Planned Activities: Implement the CY16 TEP Update CY 17 of the multi-year training and exercise plan. This plan should include required training for EMPG funded personnel Report completed training for EMPG funded personnel.	Results:
2 nd Quarter	Planned Activities: Submit updated TEP to FM Report completed training for EMPG funded personnel.	Results:
3 rd Quarter	Planned Activities: Work with MAC group to determine training and exercise goals for 2017 and 2018. Participate in TEPW	Results:
4 th Quarter	Planned Activities: Report completed training for EMPG funded personnel.	Results:



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2016 EMPG-LEMS Grant Activities		
EMF-8		
Exercises		
Objective(s) of Planned Activities: <i>Participation in exercises as "Sponsoring" and/or "Participating" agencies</i>		
Mandatory Federal Activities for this EMF: (1) All EMPG program funded personnel (State/Tribal/Local) must participate in at least three exercises in a 12-month period. Sub-grantees may sponsor and/or participate in other sponsor's exercises to fulfill this requirement, (2) all grantees and sub-grantees are required to develop a Multi-Year TEP that incorporates linkages to core capabilities and update it annually.		
1 st Quarter	Planned Activities: Implement exercise program as outlined in the TEP Develop plan to meet grant exercise requirement and review with FM. Report on completed exercises include AAR or CAP	Results:
2 nd Quarter	Planned Activities: Implement exercise program as outlined in the TEP Report on completed exercises include AAR or CAP	Results:
3 rd Quarter	Planned Activities: Implement exercise program as outlined in the TEP Report on completed exercises include AAR or CAP	Results:
4 th Quarter	Planned Activities: Implement exercise program as outlined in the TEP Report on completed exercises include AAR or CAP	Results:



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2016 EMPG-LEMS Grant Activities		
EMF-9		
Incident Management		
Objective(s) of Planned Activities: <i>EOC management, COG, multi-agency coordination, support of incident command operations</i>		
<p>Mandatory Federal Activities for this EMF: None</p> <p>State Requirement: Hold a meeting with the jurisdiction's emergency services and partner agencies to include: law enforcement, fire, EMS, public works, health and medical, behavioral health, mass care (human services, Red Cross, VOAD), school districts, public utilities, public information, and other relevant stakeholders. Before December 31, 2016 hold a second meeting with this same group. These are the agencies and entities which constitute your partners during an EOC activation and any significant incident response. Prepare an agenda for these meetings with the Regional Field Manager.</p>		
1 st Quarter	Planned Activities: *Conduct bi-monthly MAC mtgs *Conduct bi-monthly IMG mtgs *Attend quarterly ESF5 mtg *EOC activation exercises *Begin COG plan	Results:
2 nd Quarter	Planned Activities: *Conduct bi-monthly MAC mtgs *Conduct bi-monthly IMG mtgs *Attend quarterly ESF5 mtg *EOC activation exercises *Rough draft of COG	Results:
3 rd Quarter	Planned Activities: *Conduct bi-monthly MAC mtgs *Conduct bi-monthly IMG mtgs *Attend quarterly ESF5 mtg *EOC activation exercises *Final draft of COG	Results:
4 th Quarter	Planned Activities: *Conduct bi-monthly MAC mtgs *Conduct bi-monthly IMG mtgs *Attend quarterly ESF5 mtg *EOC activation exercises	Results:



2016 EMPG-LEMS Grant Activities		
EMF-10		
Communications		
Objective(s) of Planned Activities: <i>Activities supporting interoperability, including cooperative planning, equipment tests, drills, radio checks, purchases, etc</i>		
Mandatory Federal Activities for this EMF: None		
1 st Quarter	Planned Activities: *SWAHAC Annual Grant for radios *Pursue grants for Chromo tower equipment *Code Red implementation and test *Finish install of Active 911 paging *Attend SWRCC meeting *Program/repair radios as needed *Implement Salamander credentialing *Drill on Gateway units	Results:
2 nd Quarter	Planned Activities: *Attend SWRCC meeting *Program/repair radios as needed *Update on BOCES radio ability *Drill on Gateway Units *800 Mhz certification for 2 personnel	Results:
3 rd Quarter	Planned Activities: *Attend SWRCC meeting *Program/repair radios as needed *Drill on Gateway Units *Have Chromo tower online *Service Sandoval Tower	Results:
4 th Quarter	Planned Activities: *Attend SWRCC meeting *Program/repair radios as needed *Drill on Gateway Units	Results:



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2016 EMPG-LEMS Grant Activities

EMF-11

Operations Procedures

Objective(s) of Planned Activities: *Development/maintenance of systems (e.g., Web EOC), processes (e.g., resource order process), capabilities (e.g., EOC management training), and Plans (e.g., COOP) to support incident operations*

Mandatory Federal Activities for this EMF: None

1 st Quarter	Planned Activities: *WEBEOC drills/practice *Enter emails/contacts for WEBEOC *EOC Management Drills/Plans	Results:
2 nd Quarter	Planned Activities: *WEBEOC drills/practice	Results:
3 rd Quarter	Planned Activities: *WEBEOC drills/practice *Evaluate COOP abilities	Results:
4 th Quarter	Planned Activities: *WEBEOC drills/practice	Results:



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2016 EMPG-LEMS Grant Activities

EMF-12

Mutual Aid

Objective(s) of Planned Activities: *Maintenance of local, interagency, regional and statewide intergovernmental agreements*

Mandatory Federal Activities for this EMF: None

1 st Quarter	Planned Activities: *Re-write all MOU's *Evaluate AOP/EFF/COOP Agreement	Results:
2 nd Quarter	Planned Activities: *Have all MOU signatures acquired	Results:
3 rd Quarter	Planned Activities:	Results:
4 th Quarter	Planned Activities:	Results:



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2016 EMPG-LEMS Grant Activities		
EMF-13		
Resource Management		
Objective(s) of Planned Activities: <i>Development/maintenance of resource mobilization plans and processes, including database management systems, financial controls and relevant forms</i>		
Mandatory Federal Activities for this EMF: None Colorado Requirement: In order to meet the requirements of the Colorado Disaster Emergency Act CRS 24-33.5, Part 7, a Colorado priority for the 2015 EMPG program is the development and implementation of state and local resource management systems. (Please see program requirements in guidance)		
1 st Quarter	Planned Activities: Some time in 2016 conduct a resource management workshop, drill, or functional exercise. Update resource database in WebEOC	Results:
2 nd Quarter	Planned Activities: *Create outline for mobilization plan	Results:
3 rd Quarter	Planned Activities: *Update WEBEOC resources	Results:
4 th Quarter	Planned Activities:	Results:



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2016 EMPG-LEMS Grant Activities

EMF-14

Facilities Management

Objective(s) of Planned Activities: *Monitoring & maintenance of EOC/Alternate EOC facilities and equipment*

Mandatory Federal Activities for this EMF: None

1 st Quarter	Planned Activities: *Build new wall separating offices & Training room *Routine building maintenance *Change smoke detector batteries	Results:
2 nd Quarter	Planned Activities: *Routine building Maintenance *Server room HVAC maintenance	Results:
3 rd Quarter	Planned Activities: *Routine building maintenance *EOC Generator maintenance	Results:
4 th Quarter	Planned Activities: *Routine building maintenance	Results:



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2016 EMPG-LEMS Grant Activities		
EMF-15		
Crisis Communication, Public Information and Education		
Objective(s) of Planned Activities: <i>Development/maintenance of Joint Information System (JIS) protocols and procedures, web page management, and procedures for utilizing social media. Development and maintenance of Alert and Warning Plans and procedures.</i>		
Mandatory Federal Activities for this EMF: None		
1 st Quarter	Planned Activities: *Conduct quarterly Joint Information meeting *Update AC Emergency website/blog/social media *Update & maintain Code Red	Results:
2 nd Quarter	Planned Activities: *Conduct quarterly Joint Information meeting *Update AC Emergency website/blog/social media *Update & maintain Code Red *Outline PIO Plan *KWUF Radio linked to NWS Alert System	Results:
3 rd Quarter	Planned Activities: *Conduct quarterly Joint Information meeting *Update AC Emergency website/blog/social media *Update & maintain Code Red *PIO Plan rough draft	Results:
4 th Quarter	Planned Activities: *Conduct quarterly Joint Information meeting *Update AC Emergency website/blog/social media *Update & maintain Code Red	Results:

FFATA/FSRS Data Report

Due to the implementation of the FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA), the COEM must enter the information for each subaward into the SUB-AWARD REPORTING SYSTEM (FSRS). This information is required by the Office of Management and Budget (OMB) and must be submitted by the COEM within 30 days of making the subaward, so is being collected at the time of each grant application.

Unless otherwise indicated, all fields must be completed in order to be an eligible subgrant recipient.

Information Field	Field Description	Response
Agency or Jurisdiction DUNS #	DUNS number assigned to your jurisdiction or specifically to your agency	014834717
Parent Organization DUNS number, if applicable	If the Jurisdiction has a DUNS number and the Agency has one as well, insert the Jurisdiction's DUNS here.	N/A
Name of Entity Receiving Award	Jurisdiction or Agency Name to which the DUNS number is assigned	Archuleta County
Location of Entity Receiving Award	Full Street Address of the Recipient Agency	Archuleta County Sheriff's Department / Emergency Management PO Box 638 Pagosa Springs, CO 81147
Primary Location of Performance of the Award	Include City, State and Congressional District	
The Information Below MAY be Required – See Determining “and” statements		
Names and Total Compensation of the Five (5) most highly compensated officers	If all of the Conditions Below are true then the names and compensation information is required – otherwise mark Box 1 as “Not Required”	Information if Required
The entity in the preceding fiscal year received 80% or more of its annual gross revenues in federal awards, and;		1.
The entity received \$25,000,000 or more in annual gross revenues from Federal awards, and;		2.
The public does not have access to this information through periodic reports filed with the IRS or SEC		3.
		4.
		5.

Signature:  Date: 10/30/15
 Agency's Authorized Representative (usually the Grant Administrator named in the application and the grant contract)

By signing above, I certify that the information contained in this FFATA data report is complete and accurate to the best of my knowledge.



COLORADO

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Emergency Management Program Grant (EMPG) Local Emergency Manager Support (LEMS) Program Funding Application: Part III (v.110714)

Staffing Pattern for Calendar Year 2016

Note: This for MUST be resubmitted *whenever the jurisdiction has personnel changes.*

JURISDICTION: Archuleta

1a) Employee Name	2) Classification Specification/Full Position Title	3) Date of Appointment or Date Hired	4) Employee Status- Type of Appointment SEE INSTRUCTIONS
Thaddeus A. McKain	Director of Emergency Management	11/21/2013	Permanent - Exempt
Christina Kraetsch	Deputy Director of Emergency Mgmt	5/7/2009	Permanent - Hourly
Michael LeRoux	Deputy Emergency Manager	11/1/2015	Permanent - Hourly
2 Seasonal Firefighters	Seasonal Fire Creww - \$20,400	5/1/2016	Part time Seasonal
Duncan Lawrie	Incident Grp Mgmt - Communications	1/1/2007	Volunteer
Warren Grams	Co-Chair Incident Mgmt Group	1/1/2007	Volunteer
Mike Alley	Incident Grp Mgmt - Logistics	1/1/2007	Volunteer
20 IMG Personnel	Incident Mgmt Grp Members	1/1/2007	Volunteer
40 SAR Personnel	SAR Team Members	1/1/2000	Volunteer
5 Vol Firefighters	Seasonal Fire Creww - \$20,400	4/1/2009	Volunteer

1b) PAID Employee Name	5) Jurisdiction Gross Annual salary (All job titles)	6) Gross Annual Employer- Provided Benefits	7) Total Hours/ Week	8) LEM Hours/ Week	9) Percent LEM Hours/ Week	10) LEMS Eligible Salary	11) LEMS Eligible Benefits
Thaddeus McKain	\$50,280	\$15,510	40	30	75%	\$37,710	\$11,633
Christina Kraestch	\$45,359	\$7,680	40	15	38%	\$17,010	\$2,880
Michael LeRoux	\$39,780	\$19,696	40	15	38%	\$14,918	\$7,386
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
Totals	\$ 135,419.00	\$ 42,886.00				\$69,637	\$21,899

Enter in Slot A On Funding Request	Enter in Slot B On Funding Request
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COLORADO

Division of Homeland Security
& Emergency Management

Department of Public Safety

Emergency Management Program Grant (EMPG) Local Emergency Manager Support (LEMS) Program Funding Application: Part III (v.110714)

Staffing Pattern and Program Funding for Calendar Year 2016

Note: This for MUST be resubmitted *whenever the jurisdiction has personnel changes.*

JURISDICTION:

Salaries & Benefits		
A	LEMS Eligible Salary (Staffing Report Block 10 Total):	\$69,637
B	LEMS Eligible Benefits (Staffing Report Block 11 Total):	\$21,899
C	Total Salary and Benefits (a+b): \$ 91,536	
Travel Expenses		
D	Local Travel (mileage, fleet expense, or other):	\$ 500.00
E	Out of State Travel:	
F	Conference & Seminars (Registration Fees, Hotels, etc.):	
G	Training (Registration Fees, hotels, etc.):	\$ 5,000.00
H	Per Diem:	\$ 500.00
I	Other (Dues, Certifications and Membership Fees):	\$ 8,500.00
J	Total Travel Expenses (D+E+F+G+H+I): \$ 14,500.00	
Office Support Expenses (more than \$200 for year)		
K	Office Supplies and Materials:	\$ 1,700.00
L	Equipment Purchase:	\$ 3,500.00
M	Equipment Lease:	
N	Rent, Utilities, etc.:	\$ 10,200.00
O	Printing & Copying:	\$ 200.00
P	Postage:	\$ 250.00
Q	Other (Advertising, Cell Phones, Aircards, etc.):	\$ 2,160.00
R	Total Office Support Expenses (K+L+M+N+O+P+Q): \$ 18,010.00	
S	Total Request (C+J+R): \$ 124,046.00	
T	Federal (Eligible for Reimbursement) Amount (One half of S): \$ 62,023.00	

Jurisdiction Emergency Manager Signature

12/30/15 _____ Date

Jurisdiction Chief Financial Officer Signature

2/10/2016 _____ Date

COEM Regional Field Manager Signature

Date

RESOLUTION 2016-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, COLORADO, ADOPTING SALARY INCREASES FOR ALL OF THE ELECTED OFFICIALS OF ARCHULETA COUNTY AND FURTHER THE ADOPTION OF THE SENATE BILL 15-288 PERMISSIBLE CATEGORY ADJUSTMENTS TO ESTABLISH ARCHULETA COUNTY AS A CATEGORY III-C COUNTY PROVIDING FOR A MAXIMUM 10% INCREASE FOR THE ELECTED OFFICIALS OF THE COUNTY

WHEREAS, there has not been a salary increase for county elected officials in any amount since 2007; and

WHEREAS, Pursuant to a provision in the state constitution (Colo. Const. Art. XIV, Section 15) county elected officials are prohibited from receiving pay raises during their term of office; and

WHEREAS, Senate Bill 15-288 (SB15-288) establishes a thirty (30%) salary increase for all county elected officials in all salary categories beginning with those whose terms commence in 2017; and

WHEREAS, these pay increases automatically go into effect when county elected officials are sworn in for a new term of office in either January of 2017 or January of 2019, or if an elected official leaves office and a new official is appointed after January 2016; and

WHEREAS, the act also establishes new subcategories (A-D) under each county category (I-VI), Archuleta County being designated Category III, with each subcategory establishing a corresponding descending level of salary increase; and

WHEREAS, by operation, SB15-288, automatically places all counties in subcategory "A" (30% increase); and

WHEREAS, the remaining subcategories (B, C, D) establish progressively lower salary increases of 20%, 10%, and 0% respectively; and

WHEREAS, all Archuleta County elected officials were invited to attend a Board of County Commissioners work session to discuss this Resolution and submit written comment; and

WHEREAS, the Board of County Commissioners ("Board") has sought public input in the matter of salary adjustments for Archuleta County elected officials and weighed and considered current and projected budget constraints and the concerns and desires of the citizens; and

WHEREAS, it was determined that County Category III, Subcategory "C" (10% increase) came closest to the salary increases realized by Archuleta County employees from 2008 to the present; and

WHEREAS, SB15-288 also has a provision that establishes an automatic, inflationary increase, adjusted as posted on the General Assembly website, every two years, and pursuant to and based on the Denver-Boulder-Greeley Consumer Price Index (CPI); and

WHEREAS, under the State Constitution no county elected official can receive a salary increase during his/her term of office; these inflationary adjustments will not take effect until a new term of office begins; and

WHEREAS, the new inflationary increase should allow county elected official salaries to keep pace with the cost of living; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Archuleta County, that

1. In accordance with SB15-288 and C.R.S. §30-2-102, Archuleta County will be classified as a Category III-C County for the purposes of establishing salaries for all Archuleta County elected officials.
2. The 10% increase for Category III-C results in the following salaries: Commissioners, \$64,350, Sheriff, \$83,600, Clerk and Recorder, \$64,350, Treasurer, \$64,350, Assessor, \$64,350, Coroner, \$36,410, Surveyor, \$3,630, effective pursuant as outlined in the SB 15-288.

APPROVED AND ADOPTED this 1st day March, 2016 in Pagosa Springs, Archuleta County, Colorado.

BOARD OF COUNTY COMMISSIONERS
ARCHULETA COUNTY, COLORADO

Michael Whiting, Chairman

ATTEST

June Madrid, Clerk and Recorder