



BOARD OF COUNTY COMMISSIONERS REGULAR MEETING AGENDA

May 28, 2024 at 10:00 AM

Commissioners Meeting Room - 401 Main Street, Suite 309, Walsenburg, CO 81089

Office: 719-738-3000 ex 200 | Fax: 719-738-3996

9:00 AM - COMMISSIONER'S STUDY SESSION

10:00 AM - PUBLIC MEETING

Join via Google Meet: <https://meet.google.com/pfy-merc-xoc> | Meeting ID: pfy-merc-xoc

1. PLEDGE OF ALLEGIANCE

2. AGENDA APPROVAL

3. CONSENT AGENDA

- [a.](#) Minutes for May 14th Meeting
- [b.](#) Minutes for the May 21st Meeting
- [c.](#) Colorado Justice Assistance Grant Acceptance
- [d.](#) Election Judges New Hire, Clerk and Recorder
- [e.](#) PO 254, CTSI Law enforcement deductible

4. PUBLIC COMMENT

5. APPOINTMENTS

- a. Huajatolla Canyon Co-Op, Timothy O'Brien and Keith Siemsen
- b. May 4th Gravel Social Ride Recap, Sarah Jardis
- c. Cuchara Mountain Park Maintenance, Ken Clayton Panadero Ski Corporation

6. LAND USE

7. ACTION ITEMS

- [a.](#) Resolution, Appointing Frank Kirkpatrick to HBCA
- [b.](#) Resolution, Adopt a Roadway
- [c.](#) Strong Communities Planning Grant Acceptance
- [d.](#) Panadero Ski Corp. Special Event Permit
- [e.](#) Letter of Support for Signal Behavioral Health Network

- [f.](#) Letter of Support for the Colorado Pacific Rio Grande Railroad Grant application
- [g.](#) Professional Service Agreement for Dee Lyons & Sheriff's Office
- [h.](#) Professional Service Agreement for Celia Salazar & Sheriff's Office
- [i.](#) Blanca Morales Merit Increase, Treasurer's Office
- [j.](#) Professional Service Agreement between Natasha Reifschneider & Sheriff's Office
- [k.](#) Professional Service Agreement between Nancy Winsor & Sheriff's Office
- [l.](#) Professional Service Agreement between Caitlyn Young and HC DSS
- [m.](#) Gobins Verticomm Phone System Proposal for DSS
- [n.](#) Help America Vote Act Grant Application Approval
- [o.](#) Local Planning Capacity Grant Application Approval

8. STAFF REPORTS

- [a.](#) County Administrator
- [b.](#) County Attorney

9. CORRESPONDENCE

- [a.](#) Senator Rod Pelton Newsletter
- [b.](#) Noxious Weed Department March through April 2024 Report
- [c.](#) Road and Bridge March through April 2024 report
- [d.](#) Leave Balances as of May 24th 2024
- [e.](#) CTSI Technical update, Suggested risk management jail intake and suicide prevention
- [f.](#) CTSI Technical update, Child Labor regulations

10. EXECUTIVE SESSION

11. ADJOURNMENT

12. UPCOMING MEETINGS



BOARD OF COUNTY COMMISSIONERS REGULAR MEETING MINUTES

May 14, 2024 at 10:00 AM

Commissioners Meeting Room - 401 Main Street, Suite 309, Walsenburg, CO 81089

Office: 719-738-3000 ex 200 | Fax: 719-738-3996

1. **PLEDGE OF ALLEGIANCE**

Chairman Galusha called meeting to order.
Pledge of Allegiance led by Commissioner Andreatta.
Chairman Galusha attended virtually.
Commissioner Sporleder and Commissioner Andreatta attended in person.

2. **AGENDA APPROVAL**

**Commissioner Andreatta motioned to approve the amended agenda removing item (7.c.)
The Resolution to Adopt a Roadway Program.
Motion approved by Chairman Galusha
Second by Commissioner Sporleder
Voting Yes: Chairman Galusha, Commissioner Sporleder, Commissioner Andreatta
Motion Passes**

3. **CONSENT AGENDA**

**Motion to approve the consent agenda as presented.
Motion made by Commissioner Sporleder
Second by Chairman Galusha
Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder
Motion Passes**

- a. Minutes from the April 9, 2024 Meeting
- b. Minutes from the April 16, 2024 Meeting
- c. Minutes from the May 7, 2024 Meeting
- d. April 2024 Vendor Run
- e. PO 239 Crusher Parts
- f. Ben Bounds Retirement
- g. Brittney Ciarlo Resignation
- h. Melanie Bounds Retirement

- i. Rodney Smirich Transfer
- j. Timothy Pacheco Sick Time Donation

4. PUBLIC COMMENT

Manuel Garcia- stated his concerns and in opposition RV Park on Mace property.

Paul Kronk- Stated he liked the new transfer station and also was curious about demolition of Spanish Peaks Inn located on Highway 160 in Walsenburg.

Corey Gomez- Commented that she was there for statements and questions concerning LU 20-027

Theodore Nagle- Addressed his concern about County Rd 595 access to property.

Frank Oberlin- Present online for action item (7e.) Address request

5. APPOINTMENTS

- a. Scenic Highway of Legends - Debra Malone presented the annual state of the byway report and presented invoice in the amount of \$600.00 from the County for assistance in fund for highway clean-up. The funding was approved in the budget prior year.
- b. County Public Trustee Quarterly Report-Debra J. Reynolds presented the Quarterly report and address the BOCC about green sheet for her employee Blanca Morales and asked Carl Young, County Administrator and Erica Vigil, County Clerk & Recorder about abatement sheets.

Motion to approve Public Trustee's Quarterly Report.

Motion to approve made by Chairman Galusha

Second by Commissioner Sporleder

Voting Yes: Chairman Galusha, Commissioner Sporleder, Commissioner Andreatta

Motion Passes

6. LAND USE

- a. Cheri Chamberlin from Land Use, presented LU #23-042 Walsenburg Faris Plat Amendment

Motion to approve plat amendment providing the 8 acre parcels to the Faris Property Owners be merged to the larger parcel continuous to it.

Motion made by Chairman Galusha

Second by Commissioner Sporleder

Voting Yes: Chairman Galusha, Commissioner Sporleder, Commissioner Andreatta

Motion Passes

- b. Sky Tallman presented LU #22-054 Hotaling Map Amendment and Vacation

Motion to approve the plat amendment for application #22-54 also to include vacation of the right away and to *not* to include tax exemptions or the surveying cost for the amended densities on the properties with the condition that the condition the entire court ruling be recorded with the Huerfano County Clerk and the plat be recorded within 90 days. This shall include motion 1 (to consider the 8 parcel layout and plat amendment) and, 2 (motion to recommend the plat amendment as proposed)

Motion made by Chairman Galusha

Second by Commissioner Sporleder

Discussion: John Hotaling, representative for JJH Property 3, LLC explained about public access. Kim Trujillo asked about Quiet Title being recorded in Huerfano County Clerk and Recorder Office. Commissioner Andreatta wanted to know if it included both motion 1 and 2.

Voting Yes: Chairman Galusha, Commissioner Sporleder, Commissioner Andreatta
Motion Passes

- c. Cheri Chamberlain presented LU #24-008 Mace Campground

Sky Tallman is representative for Mace Campground

Motion to continue and allow for the opportunity for a public hearing to hear any other information and/or clarification on any other relevant issue for this application. Hearing to be held on June 25 2024.

Motion made by Chairman Galusha

Second by Commissioner Sporleder

Discussion: Amos Mace presented information about establishing a water well and his application permit for the water well. Question about another Public Hearing Process.

Voting Yes: Chairman Galusha, Commissioner Sporleder

Voting No: Commissioner Andreatta

Motion Passes

- d. Fred Rodriguez (Representative for Rodriguez Family Trust & Soledad 3) asked the BOCC to approve LU #20-027 Vacate County Rd. 565.

Motion to approve vacation of County Rd. 565 with the condition that emergency personnel have access should they need it and the Water Commissioner have access to head gate removing Kosgov Ranch access in the event of an emergency.

Motion made by Chairman Galusha

Second by Commissioner Sporleder

Discussion: Corey Gomez representative for Kosgov Ranch was there in agreement for vacation of CR 565 except for emergency personnel.

Voting Yes: Chairman Galusha, Commissioner Sporleder, Commissioner Andreatta

Motion Passes

7. ACTION ITEMS

- a. Wildfire Awareness Month Proclamation #24-04

Motion to approve Wildfire Awareness Month Proclamation #24-04

Motion made by Commissioner Sporleder

Second by Chairman Galusha

Voting Yes: Chairman Galusha, Commissioner Sporleder, Commissioner Andreatta

Motion Passes

Commissioner Andreatta called for a recess at 12:21PM and reconvene at 12:37PM

- b. Ordinance #24-01 - Amended and Restated Illegal Dumping Ordinance

Motion to approve Ordinance #24-01 2nd reading.

Motion made by Chairman Galusha

Second by Commissioner Sporleder
Voting Yes: Chairman Galusha, Commissioner Sporleder, Commissioner Andreatta
Motion Passes

- c. Resolution - Adopt a Roadway Program

No action

- d. Resolution #24-21 - Appointing Rhonda Newsome to SPLD Board

Motion to approve Resolution #24-21 appointing Rhonda Newsome to the Spanish Peaks Library Board for a term expiring December 3, 2028.

Motion made by Chairman Galusha

Second by Commissioner Sporleder

Voting Yes: Chairman Galusha, Commissioner Sporleder, Commissioner Andreatta

Motion Passes

- e. Oberlin Address Request

Motion to allow the building department to issue an address for the property.

Motion made by Chairman Galusha

Second by Commissioner Sporleder

Voting Yes: Chairman Galusha, Commissioner Sporleder, Commissioner Andreatta

Motion Passes

- f. Bulk Water Application #24-002 Fountain

Motion to accept the Bulk Water Application Bulk Water #24-002.

Motion made by Commissioner Sporleder

Second by Chairman Galusha

Voting Yes: Chairman Galusha, Commissioner Sporleder, Commissioner Andreatta

Motion Passes

- g. Emergency Management Professional Services Agreement

Motion to enter into contract for services agreement with Ciarlo's Emergency

Management & Consultation, LLC on a month to month basis at rate of \$7000.00 per month.

Motion made by Chairman Galusha

Second by Commissioner Sporleder

Voting Yes: Chairman Galusha, Commissioner Sporleder, Commissioner Andreatta

Motion Passes

- h. Huerfano River Bridge Project Overmatch Commitment

Motion to accept the overmatch commitment letter to CDOT Local Agency for the Huerfano River Project.

Motion made by Commissioner Sporleder

Second by Chairman Galusha

Voting Yes: Chairman Galusha, Commissioner Sporleder, Commissioner Andreatta

Motion Passes

i. 4V1 Airfield Lighting Signage Rehab Work Order

Motion to approve Garver work order #2 for the Airfield Lighting and Signage Rehab Project in the amount of \$246,030.00.

Motion made by Chairman Galusha

Second by Commissioner Sporleder

Voting Yes: Chairman Galusha, Commissioner Sporleder, Commissioner Andreatta

Motion Passes

j. Purchase Order #249 Gardner PID Fire Hydrant

Motion to approve purchase order #249 the Winwater Front Range in the amount of \$4,146.98.

Motion made by Chairman Galusha

Second by Commissioner Sporleder

Voting Yes: Chairman Galusha, Commissioner Sporleder, Commissioner Andreatta

Motion Passes

k. Fox Theatre Walsenburg Design Scope Amendment

Motion to approve Phase 2 Rehab Project in the amount of \$26,000.00.

Motion made by Commissioner Sporleder

Second by Chairman Galusha

Voting Yes: Chairman Galusha, Commissioner Sporleder, Commissioner Andreatta

Motion Passes

l. Law Enforcement Center HVAC Testing and Balancing

Motion to approve McKinstry change order request #11 for LEC DX Cooling Construction in the amount of \$25,022.85.

Motion made by Chariman Galusha

Second by Commissioner Sporleder

Voting Yes: Yes: Chairman Galusha, Commissioner Sporleder, Commissioner Andreatta

Motion Passes

m. Liquor License Renewal for Gardner Liquors

Motion to approve the Liquor License Renewal for Gardner Liquors

Motion made by Commissioner Sporleder

Second by Chairman Galusha

Voting Yes: Chairman Galusha, Commissioner Sporleder, Commissioner Andreatta

Motion Passes

8. CORRESPONDENCE

- a. Colorado Broadband Office Summer Roadshow Invitation
- b. CTSI April 2024 CAPP Reports
- c. CTSI Health Awareness - Gift of Life: Understanding Organ Donation
- d. CTSI Technical Update: Accessibility Requirements for Colorado Government
- e. CTSI Technical Update: Celebrating Marilyn Wagner's Retirement
- f. CTSI Technical Update: Cybersecurity Controls Part 2
- g. CTSI Technical Update: Safe and Fun County Fairs
- h. CTSI Technical Update: Volunteer Engagement by Counties
- i. CU Boulder MENV Outdoor Recreation and Main Street Development Community Action Plan
- j. Don Pino Letter of Appreciation for Ross Hallihan
- k. Bulk Water Monthly Report April 2024
- l. GPID Billing Register April 2024
- m. GPID Systems Total Report April 2024
- n. Preliminary Expense Report March 2024
- o. Preliminary Expense Report April 2024
- p. Leave Balances as of May 4 2024
- q. Jail Based Behavioral Health/Medically Assisted Treatment Self Study Report
- r. Senator Rod Pelton May Newsletter
- s. Stephanie Thomsen Letter of Resignation from Tourism Board

9. STAFF REPORTS

- a. County Administrator, Carl Young presented and reviewed reports.
- b. County Attorney-none

10. EXECUTIVE SESSION

Motion to have an executive session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. §24-6-402(4)(e). Huerfano County Water Rights - Collaboration with HCWCD.

Motion made by Chairman Galusha

Second by Commissioner Sporleder

Voting Yes: Chairman Galusha, Commissioner Sporleder, Commissioner Andreatta

Motion Passes

- a. For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. §24-6-402(4)(e). **Huerfano County Water Rights - Collaboration with HCWCD.**

Commissioner Andreatta Called for Recess prior to appointments and will reconvene in to Executive Session. No decisions will be made in or after executive session.

Executive session 1:40PM

Executive session recess 2:02PM

Executive Session resume 3:00PM

Executive Session Adjourn 3:30PM

11. ADJOURNMENT

Regular Meeting adjourn at 3:30PM

Erica Vigil, County Clerk & Recorder
Clerk to the Board of County Commissioners

COMMISSIONERS:

John Galusha, Chairman

Arica Andreatta

Karl Sporleder



BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING MINUTES

May 21, 2024 at 10:00 AM

Commissioners Meeting Room - 401 Main Street, Suite 309, Walsenburg, CO 81089

Office: 719-738-3000 ex 200 | Fax: 719-738-3996

1. **PLEDGE OF ALLEGIANCE**

Chairman Galusha called the meeting to order followed by the Pledge of Allegiance. Chairman Galusha, Commissioner Andreatta, and Commissioner Sporleder were present in person.

2. **AGENDA APPROVAL**

Motion to approve the agenda as presented

Motion made by Commissioner Andreatta

Second by Commissioner Sporleder

Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder

Motion Passes

3. **EXECUTIVE SESSION**

Motion was made to enter into executive session for a conference with a County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). **Human Resources Management. No decisions will be made during or after meeting.**

Motion made by Commissioner Andreatta

Second by Commissioner Sporleder

Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder

Motion Passes

- a. For a conference with a County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). **Human Resources Management.**

Commissioner Andreatta called for a 2 minute recess.

Erica Vigil, County Clerk & Recorder
Clerk to the Board of County Commissioners

COMMISSIONERS:

John Galusha, Chairman

Arica Andreatta

Karl Sporleder

Acceptance/Appeal of Preliminary Award Decision 2024 - Colorado Justice Assistance Grant (JAG)

Download this form, complete, sign and save the document, and upload back to the Documents tab no later than the dates listed below. Forms received after the due date will not be considered.

Project Number / Title: 01-36-1 Huerfano County SO Patrol Veh/Kitchen

COMPLETE EITHER SECTION A OR B, BUT NOT BOTH.

A. PROJECT WAS AWARDED FULL OR PARTIAL FUNDING OF > = 50 % (NOT ELIGIBLE TO APPEAL):

DUE NO LATER THAN: MAY 27, 2024

I have received preliminary notification concerning my 2024 Colorado Justice Assistance (JAG) application and I wish to: Accept the Award

Melanie Bounds Digitally signed by Melanie Bounds
Date: 2024.05.17 15:09:47 -06'00'

SIGNATURE AND DATE OF PROJECT DIRECTOR

B. PROJECT WAS DENIED FUNDING OR PARTIAL FUNDING OF < 50 % (ELIGIBLE TO APPEAL):

DUE NO LATER THAN: MAY 27, 2024

I have received preliminary notification concerning my 2024 Colorado Justice Assistance (JAG) application and I wish to:

SIGNATURE AND DATE OF PROJECT DIRECTOR

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE		EFFECTIVE DATE
		5/5/2024
NAME: Election Judges	PAYROLL :	5/24/2024

CHANGE OF ADDRESS/PHONE	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		Election Judges
DEPARTMENT		Elections
HOURS		
ANNUAL SALARY		
SEMI-MONTHLY SALARY		
HOURLY SALARY		\$15.00
OTHER SALARY		Hourly

REASON FOR CHANGE

NEW HIRE

REHIRED

PROMOTION

DEMOTION

TRANSFER

RESIGNATION

RETIREMENT

LAYOFF

ADMINISTRATIVE LEAVE PAID

ADMINISTRATIVE LEAVE UN-PAID

LENGTH OF SERVICE INCREASE

REEVALUATION OF CURRENT JOB

INTRODUCTORY PERIOD COMPLETED

OTHER

COMMENTS, IF NECESSARY

Motion to Hire Fawn Peterson, Andrina Lebeck, Erin Jerant, Elizabeth Pezze, Edith Flanagan, Heloise Lynn, Janet Mercier, Jill Stroh, Joseph Ladato, Mary Bohannon, Michael Gott, Patrice Fenton, Richard Brandenburg, Alex Lukens, Todd Hart, and Carlotta Barnes.

Elected Official / Department Head Date

Angela Wakeman 5/17/2024

Human Resources Officer Date

John Galusha, Chairman Date

Budget Officer Date

PURCHASE ORDER

Huerfano County

Purchase Order#: 254

Purchase OrderDate: 5/24/2024

Vendor: **CTSI / 8307**
800 Grant Street Suite 400
Denver, CO 80203

Ship To: **401 Main Street -**
Walsenburg CO, 81089

Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Law Enforcement Deductible - Ramadhani Case	1	\$25,000.00	\$25,000.00	001-40127-51301
TOTAL:			\$25,000.00	

NOTES:

APPROVALS:

Approving Authority: _____

Budget Officer: _____

County Technical Services, Inc.
800 Grant St.
Suite 400
Denver, CO 80203

Invoice #: CTS-0000
Date: 05/17/2024
Page: 1

Item 3e.

huerfano county
401 Main Street, Ste., 301
Walsenburg, CO 81089

Client Claim #:
Our Claim #: C222HUE011
Date of Loss: 4/16/2022 12:00 AM
File Handler: Dylan Patterson
Primary Party: Gerome Ramadhani

Federal ID: 999999999
Phone: (303) 861-0507
Fax:

For Professional Services Rendered: Final Bill

Posting Date Employee
05/17/2024 Enid Cordova

Item Description

<u>Billing Service</u>	<u>Quantity</u>	<u>Rate</u>	<u>Extension</u>
Law Enforcement Deductible	1.00	\$25,000.00	\$25,000.00
		Subtotal:	\$25,000.00
		Office Charge:	\$0.00
		Total:	\$25,000.00

County Technical Services, Inc.
800 Grant St.
Suite 400
Denver, CO 80203

Invoice #: CTS-0000 Item 3e.
Date: 05/17/2024
Page: 2

huerfano county
401 Main Street, Ste., 301
Walsenburg, CO 81089

Client Claim #:
Our Claim #: C222HUE011
Date of Loss: 4/16/2022 12:00 AM
File Handler: Dylan Patterson
Primary Party: Gerome Ramadhani

Federal ID: 999999999
Phone: (303) 861-0507
Fax:

For Professional Services Rendered: Final Bill

Deductible		\$25,000.00
	Subtotal:	\$25,000.00
	Office Charge:	\$0.00
	Total:	\$25,000.00

RESOLUTION NO. 24-22

**THE BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO**

**A RESOLUTION APPOINTING FRANK KIRKPATRICK TO THE HUERFANO
COUNTY BUILDING AUTHORITY FOR A TERM EXPIRING ON DECEMBER
31, 2025**

WHEREAS, the Board of County Commissioners serve as the governing body of Huerfano County and are vested with administering the affairs of the County pursuant to state statutes; and,

WHEREAS, the Board of County Commissioners has determined that the establishment of certain Boards are necessary to help protect the best interests of the county’s inhabitants and promote the health, safety, prosperity, security and general welfare of the County’s inhabitants; and,

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of Huerfano County to delegate the representation of the County on certain boards and commissions of public and other bodies to members of the public with particular experience and expertise; and,

WHEREAS, Frank Kirkpatrick has submitted a letter of interest and has demonstrated [his/her/their] qualifications to serve on the Huerfano County Building Authority and agrees to serve as a member of the Board while adhering to the principles applicable to governmental units and other requirements of law; and,

WHEREAS, the Board of Huerfano County Commissioners desires to appoint Frank Kirkpatrick to serve as a member of the Huerfano County Building Authority as a reflection of the values of the Huerfano County Board of County Commissioners.

NOW THEREFORE BE IT RESOLVED that the Huerfano County Board of County Commissioners hereby appoints Frank Kirkpatrick to serve as a member of the Huerfano County Building Authority until December 31, 2025, and until their successor has been appointed.

INTRODUCED, READ, APPROVED AND ADOPTED THIS 28th day of MAY 2024.



ATTEST:

County Clerk and Recorder and
Ex-Officio Clerk to said Board

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

RESOLUTION NO. 24-23

**THE BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO**

A RESOLUTION ESTABLISHING AN ADOPT-A-ROADWAY PROGRAM

WHEREAS, the Board of County Commissioners of Huerfano County, Colorado (“Board”), owns and maintains a system of county roads within Huerfano County; and

WHEREAS, the Board wishes to keep these County Roads litter free and scenic for the enjoyment of residents and travelers in Huerfano County; and,

WHEREAS, residents of Huerfano County have requested to assist in keeping County Roads free of litter and debris; and,

WHEREAS, the Board wishes to educate volunteers of the risks in working along County Roads; and

WHEREAS, the Board seeks to acknowledge the efforts of volunteers with signage at each end of the clean-up area; and

WHEREAS, the Board desires to create this program to allow County staff to quickly and effectively support volunteer efforts and promote the good works of said volunteers.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Huerfano County, Colorado that the Adopt-A-Roadway program is hereby created and that the policy and procedures attached as Exhibit “A” are hereby approved. The Road and Bridge Superintendent is hereby authorized to make changes to the program within the annual county budget and based upon the changing needs of the County, subject to review and approval by the County Administrator.

INTRODUCED, READ, APPROVED AND ADOPTED on this 14th day of MAY 2024.



ATTEST:

County Clerk and Recorder and
Ex-Officio Clerk to said Board

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

HUERFANO COUNTY ROAD & BRIDGE
ADOPT – A – ROADWAY PROGRAM
APPLICATION and HOLD HARMLESS AGREEMENT

Page 1



Item 7b.

Organization Information

Name as it would appear on sign: _____

Address: _____

Contact Person: _____

Telephone No: _____

Email Address: _____

Adoption Information

Name and Number of Road: _____

Location - From: _____ To: _____

Approximate Mileage: _____

Applicant Statement

I have read and agree to the policies and procedures for the Huerfano County Road and Bridge Adopt-A-Roadway Program. I understand that the Huerfano County reserves the right to modify the scope of the adoption if, in the opinion of the County, the adopting organization's size is inconsistent with the highway section as identified above. I realize that working on this project may involve risks and hazards, including risk of injury to me. I am aware of the risks inherent in participating and do hereby assume sole responsibility for all such risks that could result in such injury and waive all claims against Huerfano County Road and their respective agents, representatives, officers, employees, successors, assigns and insurers.

By signing this application and agreement, the undersigned agrees and acknowledges that they have the legal authority to apply for the individual or organization to participate in this program.

Applicant's Signature & Title _____ **Date:** _____

Approval

Dustin Hribar, Superintendent
Huerfano County Road & Bridge Department
1038 Russell Street
Walsenburg, CO 81089
719-738-2420

Date: _____



**HUERFANO COUNTY ROAD & BRIDGE
ADOPT – A – ROADWAY PROGRAM
APPLICANT ACKNOWLEDGEMENT OF POLICIES & PROCEDURES**

Policy: It is the policy of Huerfano County to permit individuals and/or organizations to assist in maintaining the roadways located within the County by periodically removing litter and rubbish through the Huerfano County Adopt-a-Road Litter Control Program. The County recognizes that this is a valuable service rendered to the County and its Citizens by volunteer individuals and/or organizations and that the volunteers should be honored for this service. Individuals and/or organizations are also permitted to perform one-time cleanup operations rather than committing to a road adoption, subject to the One-Time Clean-Up Procedures. **Initial:** _____

Adopt-a-Roadway Procedures:

1. **Initial:** _____ Each participant will be required to sign a “Volunteer Waiver Form” that your organization will be required to keep on file in case an incident occurs.
2. **Initial:** _____ Part of the Volunteer Waiver Form consists of all participants viewing the methamphetamine lab waste video. This is a short 7-minute video explaining the hazards that may be found alongside roadways. The video can be viewed by web access at: <https://www.codot.gov/programs/adopt-a-highway/videos>
3. **Initial:** _____ The adopting organization will commit to a one-year period of adoption with an automatic annual renewal unless either the County or the adoptee choose to terminate the adoption. Road adoptability is subject to the following criteria and availability.
 - a. A section of roadway is preferred between road intersections or a logical ending point with a minimum length of one (1) mile, pursuant to the length of the road.
 - b. The adopting organization must notify the Huerfano County Road and Bridge department once they decide to terminate their commitment and return any supplies provided.
 - c. While an adopting organization may request to adopt a particular road segment, availability may be limited, and Huerfano County may need to assign a road segment other than the one requested.
4. **Initial:** _____ During the one-year commitment, the adopting organization will remove trash from the designated roadway a minimum of two times a year. This will occur between the first weekends of April through mid-October, weather permitting. Program activities will be between the hours of one hour after sunrise to one hour before sunset and not during inclement weather. Weekends are preferred but cleanups are scheduled by the group leader. We require that you notify the Road and Bridge department of your scheduled clean-up date at least two weeks in advance.
5. **Initial:** _____ Huerfano County Road and Bridge will dispose of the collected waste once the accomplishment form has been received or the cleanup is completed and reported.
6. **Initial:** _____ The Huerfano County Road and Bridge department will install a standard information sign at each segment of the adopted roadway acknowledging the adopting organization. Phone numbers or URLs are not allowed on the signs. The signs will remain in place during the adoption period. Signs will be replaced once if they are stolen or vandalized.



**HUERFANO COUNTY ROAD & BRIDGE
ADOPT – A – ROADWAY PROGRAM**

APPLICANT ACKNOWLEDGEMENT OF POLICIES & PROCEDURES

7. **Initial:** ____ In the event that the organization or individual fails to actively maintain the designated area, the sponsoring individual or organization will be billed for the cost incurred in installing the recognition sign(s), and the sign(s) will be removed. The volunteer will be notified prior to the removal of the sign.
8. **Initial:** ____ Roadside activity signage will be posted by Huerfano County Road & Bridge when a clean-up event is planned that will include messaging for how to get involved with the Adopt-a-Roadway & One-Time Clean-Up programs.
9. **Initial:** ____ Huerfano County Road & Bridge will honor any clearly-marked separation of recyclable materials from waste items by Litter Control Program participant(s) and ensure their proper handling.
10. **Initial:** ____ Litter Control Program participants must be aware of the potential dangers involved while participating in this program which is to be performed and take full responsibility for any injury that could occur while working along the roadway. The potential dangers while participating in this program while on County Roadways can include, but are not limited to: high-speed traffic, potentially noxious plants, broken glass, hazardous materials, sharp metal, and potentially harmful wildlife such as snakes and skunks.
11. **Initial:** ____ Participants agree to restrict clean-up activities to the area of right-of-way off the traveled portion of the roadway. Organizations further agree while performing activities on right-of-way, the method, manner, and appearance of the participants will not in any way distract, disrupt, or adversely affect traffic. Participants may not display messages, carry banners, or advertise their business affiliation or cause.
12. **Initial:** ____ The Litter Control Program is open to any individual, group, or family. Huerfano County reserves the right to use its discretion in selecting adopting organizations.
13. **Initial:** ____ Participants must be 13 years old and up. Any group with members between 13-17 years old must be supervised by an adult (18 years and older.) At least one adult is required for every 8 participants between 13-17 years of age. Any requested age waivers will be handled on a case-by-case basis.
14. **Initial:** ____ A designated Contact Person is required for each organization to serve as the liaison with the Huerfano County Litter Control Program. The Contact Person is the responsible party who is signing the application, scheduling clean-ups, submitting all forms, and ensuring compliance with the Cleanup and Safety Procedures. The Contact Person will submit the required Accomplishment Form to the Road and Bridge department for every completed clean-up, and organizations will set filled bags safely along the side of the road for collection by the County and bags with recyclable materials will be clearly marked.
15. **Initial:** ____ The designated Contact Person will designate a Team Leader that will be assigned to every scheduled cleanup event and the Team Leader will be responsible for ensuring that participants on their team comply with the Cleanup and Safety Procedures, including wearing proper footwear (as defined in the Cleanup and Safety Procedures).



**HUERFANO COUNTY ROAD & BRIDGE
ADOPT – A – ROADWAY PROGRAM**

APPLICANT ACKNOWLEDGEMENT OF POLICIES & PROCEDURES

16. **Initial:** _____ The Team Leader will be responsible for both going over the Cleanup and Safety Procedures before every clean-up operation with all crew members and ensuring that crew members sign off to acknowledge they have received this safety talk.
17. **Initial:** _____ Completion and submission of an Accomplishment Form are required after each completed cleanup. This assists County staff in monitoring the success of the program. The completion and submission of an Accomplishment Form is also required at the end of the one-year adoption period to inform the Road and Bridge department if your organization wishes to continue with the adoption or terminate the agreement at the end of the adoption period.

Cleanup and Safety Procedures

Cleanup and Safety Procedures MUST be reviewed with the entire group prior to every cleanup.

- 1. Initial:** _____ **Participants should meet at a designated area prior to your scheduled cleanup to review cleanup and safety procedures.**
 - a. Team Leaders are responsible for ensuring compliance with Cleanup and Safety Procedures.
 - b. In addition, they are responsible for reporting hazardous materials to the Contact Person.
- 2. Initial:** _____ **For health and safety reasons, volunteers should dress properly.**
 - a. Clothing should include: Hats or caps, gloves, long-sleeved shirts, leather boots or sturdy shoes
 - b. Clothing should be light or brightly colored to increase visibility to motorists.
 - c. Reflective vest should be used if provided.
- 3. Initial:** _____ **Stay off Roadway wherever possible.**
 - a. All participants should be off the pavement and in the shoulder area for maximum safety when working.
 - b. Divide into two groups to patrol both sides of the road at one time and minimize crossing the roadway.
- 4. Initial:** _____ **Groups with members aged 13 to 17 years old:**
 - a. All participants must be 13 years or older.
 - b. Any participants 12-17 years of age must be supervised by someone 18 years or older.
- 5. Initial:** _____ **Leave your pets at home.**
- 6. Initial:** _____ **Park vehicles away from area to be cleaned.**
 - a. Vehicles parked along the roadside in the cleanup area can cause participants to walk into the roadway, creating a dangerous situation.
 - b. Carpooling is an effective way to reduce the number of vehicles at the site, as well as conserve energy and minimize pollution.
 - c. Park as far off the road as possible.
- 7. Initial:** _____ **Observe all Pedestrian Laws and Safety Practices.**
 - a. This includes, but is not limited to, facing oncoming traffic when walking along shoulders, looking both directions before crossing, crossing at corners when possible, etc.
 - b. Stay away from construction sites, county maintenance activities, bridges, ramps, and intersections.



**HUERFANO COUNTY ROAD & BRIDGE
ADOPT – A – ROADWAY PROGRAM**

APPLICANT ACKNOWLEDGEMENT OF POLICIES & PROCEDURES

- c. Cleanup activities should be performed off the roadway only. Do not perform cleanup activities in the roadway itself.
 - d. Appoint a spotter to observe traffic conditions when near the roadway.
- 8. Initial: _____ Keep filled litter bags off of the roadway.**
- a. This keeps the traveled way clear for motorists and safer for pedestrians.
 - b. Put all recyclables (aluminum, steel, glass, etc.) into a separate bag marked with an “R”
Recyclables do not have to be further separated.
 - c. Large items such as tires, lumber or other items that will not fit into the plastic litter bags should be placed alongside of the road. Please do not put these items on the road surface.
- 9. Initial: _____ Notify the Sheriff’s Department Immediately in Case of Emergency.**
- a. Dial 911 if any emergency arises.
- 10. Initial: _____ Please Be Courteous to Drivers.**
- a. Being discourteous to drivers only creates more problems and can endanger others.
 - b. Never distract motorists with horseplay or abrupt, erratic movements.
 - c. If a situation arises where a motorist is creating problems for participants, notify the sheriff’s department immediately as they are trained to deal with criminal and dangerous acts. **Do not take the law into your own hands.**
- 11. Initial: _____ Dress appropriately for the weather and take necessary precautions.**
- a. Clothing, liquids, and protection from the elements are all vital for a safe and healthy day.
Wearing gloves is recommended.
- 12. Initial: _____ Large groups should be divided into teams of 12 or fewer.**
- a. Each team must have a designated Team Leader.
- 13. Initial: _____ Litter pickup may be performed only during daylight hours and in good weather conditions.**
- a. Avoid peak traffic hours and abandon the cleanup if the weather turns inclement during your scheduled clean-up event and reschedule.
- 14. Initial: _____ Alcoholic Beverages and Drugs Are Prohibited at ALL Times.**
- 15. Initial: _____ Participants should avoid potentially dangers or hazardous materials as well as any objects found in the right-of-way that appears to be of questionable nature.**
- a. Such items include dead batteries, animal carcasses, syringes, discarded condoms and any containers with unknown substances.
 - b. Team Leaders should report these items to the Contact Person. The Huerfano County Road and Bridge department should be notified of the location and county personnel will remove the substance or items.

**HUERFANO COUNTY ROAD & BRIDGE
ADOPT – A – ROADWAY PROGRAM
Waiver and Release Agreement**



Item 7b.

This is a release of liability, please read carefully before signing

In order for me or my child to participate as a volunteer in Huerfano County’s Adopt-A-Roadway Program, through the Huerfano County Road and Bridge Department, and after due consideration of my or my child’s age, health, physical condition, and ability, and the inherent risks and personal risks involved in this activity, I voluntarily agree to assume all risks of loss that arise out of my or my child’s participation and agree to waive any and all claims against Huerfano County and the other parties described below.

I hereby release, and agree to indemnify and hold harmless Huerfano County, the Board of County Commissioners and any of their respective employees, agents, officers, representatives, successors, assigns and insurers from liability for any injury, loss or damage to my person or my child, or property, whether anticipated or unanticipated, resulting from my participation in any activities contemplated by this Agreement.

I realize that working on this program may involve risks and hazards, including the risk of injury, to my child or me. I am aware of the risks and hazards inherent in my or my child’s participation and do hereby assume sole responsibility for all such risks and waive all claims against Huerfano County and their respective agents, representatives, officers, employees, successors, assigns and insurers.

I do hereby acknowledge that I have viewed the Methamphetamine web based video on the Colorado Department of Transportation’s website.

I agree that my child or I will abide by the rules and regulations of Huerfano County while participating on this program. I hereby acknowledge that I have read, understood and voluntarily agreed to the foregoing waiver and release agreement.

Adopt-A-Roadway Applicant Name: _____

Print Adult’s Name: _____

Child’s Name: _____ Age of Child: _____

Address: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature of Parent or Guardian if Volunteer is under 18 years of age

Thank you for offering to Adopt-A-Roadway in Huerfano County! Volunteers like you play an important role in Huerfano County’s programs and services and we are grateful for your interest!

HUERFANO COUNTY ROAD & BRIDGE
ADOPT-A-ROADWAY/ONE-TIME CLEAN-UP PROGRAM
ACCOMPLISHMENT FORM



Accomplishment Forms must be submitted to the Road & Bridge Department after each scheduled clean-up via email, in office, or through the mail.

Please Provide the Following Information:

Date of Cleanup: _____ 1st Cleanup _ 2nd Cleanup _

Adopt-A-Roadway/One-Time Sponsor: _____

County Road Assigned: _____

How Many Participants: _____ Number of Hours: _____

How Many Bags of Trash Were Collected: _____

How Many Bags of Recyclable Items Were Collected: _____

During The Cleanup - Did Your Crew Locate Any Hazardous Materials Including Animal Carcasses or Large Items: ___ YES ___ NO

If Yes, Where Were These Hazardous Materials Located Along The Section Your Crew Cleaned, and What Were They?

RETURN TO:

Huerfano County Road & Bridge Department

1038 Russell Street

Walsenburg, CO 81089

719-738-2420

**HUERFANO COUNTY ROAD & BRIDGE
ONE-TIME ROADWAY CLEAN-UP PROGRAM
APPLICATION and HOLD HARMLESS AGREEMENT**

Page 1



Item 7b.

Organization/Individual Information

Name: _____

Address: _____

Contact Person: _____

Telephone No: _____

Email Address: _____

Roadway Location Information

Name and Number of Road: _____

Location - From: _____ To: _____

Approximate Mileage: _____

Applicant Statement

I have read and agree to the policies and procedures for the Huerfano County Road and Bridge One-Time Clean-Up Program. I understand that Huerfano County reserves the right to modify the scope of the Clean-Up. I realize that working on this project may involve risks and hazards, including risk of injury to me. I am aware of the risks inherent in participating and do hereby assume sole responsibility for all such risks that could result in such injury and waive all claims against Huerfano County and their respective agents, representatives, officers, employees, successors, assigns and insurers.

By signing this application and agreement, the undersigned agrees and acknowledges that they have the legal authority to apply for the individual or organization to participate in this program.

Applicant's Signature & Title _____ **Date:** _____

Approval

Dustin Hribar, Superintendent
Huerfano County Road & Bridge Department
1038 Russell Street
Walsenburg, CO 81089
719-738-2420

Date: _____



**HUERFANO COUNTY ROAD & BRIDGE
ONE-TIME CLEAN-UP PROGRAM
APPLICANT ACKNOWLEDGEMENT OF POLICIES & PROCEDURES**

Policy: It is the policy of Huerfano County to permit individuals and/or organizations to assist in maintaining the roadways located within the County by periodically removing litter and rubbish through the Huerfano County Adopt-a-Road Litter Control Program. The County recognizes that this is a valuable service rendered to the County and its Citizens by volunteer individuals and/or organizations and that the volunteers should be honored for this service. Individuals and/or organizations are also permitted to perform one-time cleanup operations rather than committing to a road adoption, subject to the One-Time Clean-Up Procedures. **Initial:** _____

One-Time Clean-Up Procedures:

1. **Initial:** _____ Part of the Volunteer Waiver Form consists of all participants viewing the methamphetamine lab waste video. This is a short 7-minute video explaining the hazards that may be found alongside roadways. The video can be viewed by web access at: <https://www.codot.gov/programs/adopt-a-highway/videos>
2. **Initial:** _____ The volunteering entity will commit to a one-time clean-up of a County roadway. Roadways are subject to the following criteria and availability:
 - a) A section of roadway between road intersections or a logical ending point is preferred, with a minimum length of one (1) mile, pursuant to the length of the road.
 - b) The volunteering entity must notify the Huerfano County Road and Bridge department once they have completed their cleanup and return any supplies provided.
 - c) While a volunteering entity may request a particular road segment, availability may be limited, and Huerfano County may need to assign a road segment other than the one requested.
3. **Initial:** _____ The one-time clean-up commitment will occur between the first weekends of April through mid-October, weather permitting. Program activities will be between the hours of one hour after sunrise to one hour before sunset and not during inclement weather. Weekends are preferred but cleanups are scheduled by the volunteering entity. We require that you notify the Huerfano County Road and Bridge department of your scheduled clean-up date at least two weeks in advance.
4. **Initial:** _____ Roadside activity signage will be posted by Huerfano County Road & Bridge when a clean-up event is planned that will include messaging for how to get involved with the Adopt-a-Roadway & One-Time Clean-Up programs.
5. **Initial:** _____ The Huerfano County Road and Bridge department will dispose of the filled waste bags once the Accomplishment Form has been received or the cleanup is completed and reported.
6. **Initial:** _____ Litter Control Program participants must be aware of the potential dangers involved while participating in this program which is to be performed and take full responsibility for any injury that could occur while working along the roadway. The potential dangers while participating in this program while on County Roadways can include, but are not limited to: high-speed traffic, potentially noxious plants, broken



**HUERFANO COUNTY ROAD & BRIDGE
ONE-TIME CLEAN-UP PROGRAM
APPLICANT ACKNOWLEDGEMENT OF POLICIES & PROCEDURES**

glass, hazardous materials, sharp metal, and potentially harmful wildlife such as snakes and skunks.

7. **Initial:** ____ Participants agree to restrict clean-up activities to the area of right-of-way off the traveled portion of the roadway. Organizations further agree while performing activities on right-of-way, the method, manner, and appearance of the participants will not in any way distract, disrupt, or adversely affect traffic. Participants may not display messages, carry banners, or advertise their business affiliation or cause.
8. **Initial:** ____ The Litter Control Program is open to any individual, group, or family. Huerfano County reserves the right to uses its discretion in selecting adopting organizations.
9. **Initial:** ____ Participants must be 13 years old and up. Any group with members between 13-17 years old must be supervised by an adult (18 years and older.) At least one adult is required for every 8 participants between 13-17 years of age. Any requested age waivers will be reviewed on a case-by-case basis.
10. **Initial:** ____ Completion and submission of an Accomplishment Form are required after each completed cleanup. This assists County staff in monitoring the success of the program. The completion and submission of an Accomplishment Form is also required at the end of the one-year adoption period to inform the Road and Bridge department if your organization wishes to continue with the adoption or terminate the agreement at the end of the adoption period.

Individual:

1. **Initial:** ____ Individual volunteer(s) who are not represented by a group or entity that has completed the application process and wish to perform a One-Time Clean-Up are required to provide an Emergency Contact to Huerfano County with their application.
2. **Initial:** ____ The applicant is required to read and initial the Cleanup and Safety Procedures and comply with the same during their scheduled One-Time Clean-Up.

Group/Organization:

1. **Initial:** ____ Each participant will be required to sign a “Volunteer Waiver Form” that your organization will be required to keep on file in case an incident occurs.
2. **Initial:** ____ A designated Contact Person is required for each organization to serve as the liaison with the Huerfano County Litter Control Program. The Contact Person is the responsible party who is signing the application, scheduling the One-Time Clean-Up, submitting all forms, and ensuring compliance with the Cleanup and Safety Procedures. The Contact Person will submit the required Accomplishment Form to the Road and Bridge department after the completed Clean-Up, and organizations will set filled bags safely along the side of the road for collection by the County and bags with recyclable materials will be clearly marked.



**HUERFANO COUNTY ROAD & BRIDGE
ONE-TIME CLEAN-UP PROGRAM
APPLICANT ACKNOWLEDGEMENT OF POLICIES & PROCEDURES**

3. **Initial:** ____ The Contact Person will designate a Team Leader that will be assigned to every scheduled cleanup event and the Team Leader will be responsible for ensuring that participants on their team comply with the Cleanup and Safety Procedures, including wearing proper footwear (as defined in the Cleanup and Safety Procedures), and with Huerfano County Litter Control Program Procedures.
4. **Initial:** ____ The Team Leader will be responsible for both going over the Cleanup and Safety Procedures before the scheduled clean-up operation with all crew members and ensuring that crew members sign off to acknowledge they have received this safety talk.

Cleanup and Safety Procedures

Cleanup and Safety Procedures MUST be reviewed with the entire group prior to every cleanup.

1. Initial: ____ **Participants should meet at a designated area prior to your scheduled cleanup to review Cleanup and Safety Procedures.**

- a. Team Leaders are responsible for ensuring compliance with Cleanup and Safety Procedures.
- b. In addition, they are responsible for reporting hazardous materials to the Contact Person.

2. Initial: ____ **For health and safety reasons, volunteers should dress properly.**

- a. Clothing should include: Hats or caps, gloves, long-sleeved shirts, leather boots or sturdy shoes
- b. Clothing should be light or brightly colored to increase visibility to motorists.
- c. Reflective vest should be used if provided.

3. Initial: ____ **Stay off Roadway wherever possible.**

- a. All participants should be off the pavement and in the shoulder area for maximum safety when working.
- b. Divide into two groups to patrol both sides of the road at one time and minimize crossing the roadway.

4. Initial: ____ **Groups with members aged 13 to 17 years old:**

- a. All participants must be 13 years or older.
- b. Any participants 12-17 years of age must be supervised by someone 18 years or older.

5. Initial: ____ **Leave your pets at home.**

6. Initial: ____ **Park vehicles away from area to be cleaned.**

- a. Vehicles parked along the roadside in the cleanup area can cause participants to walk into the roadway, creating a dangerous situation.
- b. Carpooling is an effective way to reduce the number of vehicles at the site, as well as conserve energy and minimize pollution.
- c. Park as far off the road as possible.

7. Initial: ____ **Observe all Pedestrian Laws and Safety Practices.**

- a. This includes, but is not limited to, facing oncoming traffic when walking along shoulders, looking both directions before crossing, crossing at corners when possible, etc.
- b. Stay away from construction sites, county maintenance activities, bridges, ramps, and intersections.



**HUERFANO COUNTY ROAD & BRIDGE
ONE-TIME CLEAN-UP PROGRAM
APPLICANT ACKNOWLEDGEMENT OF POLICIES & PROCEDURES**

- c. Cleanup activities should be performed off the roadway only. Do not perform cleanup activities in the roadway itself.
- d. Appoint a spotter to observe traffic conditions when near the roadway.

8. Initial: _____ Keep filled litter bags off of the roadway.

- a. This keeps the traveled way clear for motorists and safer for pedestrians.
- b. Put all recyclables (aluminum, steel, glass, etc.) into a separate bag marked with an “R”
Recyclables do not have to be further separated.
- c. Large items such as tires, lumber or other items that will not fit into the plastic litter bags should be placed alongside of the road. Please do not put these items on the road surface.

9. Initial: _____ Notify the Sheriff’s Department Immediately in Case of Emergency.

- a. Dial 911 if any emergency arises.

10. Initial: _____ Please Be Courteous to Drivers.

- a. Being discourteous to drivers only creates more problems and can endanger others.
- b. Never distract motorists with horseplay or abrupt, erratic movements.
- c. If a situation arises where a motorist is creating problems for participants, notify the sheriff’s department immediately as they are trained to deal with criminal and dangerous acts. **Do not take the law into your own hands.**

11. Initial: _____ Dress appropriately for the weather and take necessary precautions.

- a. Clothing, liquids, and protection from the elements are all vital for a safe and healthy day.
Wearing gloves is recommended.

12. Initial: _____ Large groups should be divided into teams of 12 or fewer.

- a. Each team must have a designated Team Leader.

13. Initial: _____ Litter pickup may be performed only during daylight hours and in good weather conditions.

- a. Avoid peak traffic hours and abandon the cleanup if the weather turns inclement during your scheduled clean-up event and reschedule.

14. Initial: _____ Alcoholic Beverages and Drugs Are Prohibited at ALL Times.

15. Initial: _____ Participants should avoid potentially dangers or hazardous materials as well as any objects found in the right-of-way that appears to be of questionable nature.

- a. Such items include dead batteries, animal carcasses, syringes, discarded condoms and any containers with unknown substances.
- b. Team Leaders should report these items to the Contact Person. The Huerfano County Road and Bridge department should be notified of the location and county personnel will remove the substance or items.

**HUERFANO COUNTY ROAD & BRIDGE
ONE-TIME CLEAN-UP PROGRAM
Waiver and Release Agreement**

Item 7b.



This is a release of liability, please read carefully before signing

In order for me or my child to participate as a volunteer in Huerfano County's Adopt-A-Roadway Program, through the Huerfano County Road and Bridge Department, and after due consideration of my or my child's age, health, physical condition, and ability, and the inherent risks and personal risks involved in this activity, I voluntarily agree to assume all risks of loss that arise out of my or my child's participation and agree to waive any and all claims against Huerfano County and the other parties described below.

I hereby release, and agree to indemnify and hold harmless Huerfano County, the Board of County Commissioners and any of their respective employees, agents, officers, representatives, successors, assigns and insurers from liability for any injury, loss or damage to my person or my child, or property, whether anticipated or unanticipated, resulting from my participation in any activities contemplated by this Agreement.

I realize that working on this program may involve risks and hazards, including the risk of injury, to my child or me. I am aware of the risks and hazards inherent in my or my child's participation and do hereby assume sole responsibility for all such risks and waive all claims against Huerfano County and their respective agents, representatives, officers, employees, successors, assigns and insurers.

I do hereby acknowledge that I have viewed the Methamphetamine web based video on the Colorado Department of Transportation's website.

I agree that my child or I will abide by the rules and regulations of Huerfano County while participating on this program. I hereby acknowledge that I have read, understood and voluntarily agreed to the foregoing waiver and release agreement.

Adopt-A-Roadway Applicant Name: _____

Print Adult's Name: _____

Child's Name: _____ Age of Child: _____

Address: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature of Parent or Guardian if Volunteer is under 18 years of age

Thank you for offering to Adopt-A-Roadway in Huerfano County! Volunteers like you play an important role in Huerfano County's programs and services and we are grateful for your interest!

HUERFANO COUNTY ROAD & BRIDGE
ADOPT-A-ROADWAY/ONE-TIME CLEAN-UP PROGRAM
ACCOMPLISHMENT FORM



Accomplishment Forms must be submitted to the Road & Bridge Department after each scheduled clean-up via email, in office, or through the mail.

Please Provide the Following Information:

Date of Cleanup: _____ 1st Cleanup _ 2nd Cleanup _

Adopt-A-Roadway/One-Time Sponsor: _____

County Road Assigned: _____

How Many Participants: _____ Number of Hours: _____

How Many Bags of Trash Were Collected: _____

How Many Bags of Recyclable Items Were Collected: _____

During The Cleanup - Did Your Crew Locate Any Hazardous Materials Including Animal Carcasses or Large Items: ___ YES ___ NO

If Yes, Where Were These Hazardous Materials Located Along The Section Your Crew Cleaned, and What Were They?

RETURN TO:

Huerfano County Road & Bridge Department

1038 Russell Street

Walsenburg, CO 81089

719-738-2420



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: Tuesday, May 28, 2024

ITEM NAME: Strong Communities Planning Grant Acceptance

SUBMITTED BY: Carl Young, County Administrator

SUMMARY: We have been awarded a Department of Local Affairs (DOLA) Strong Communities Planning Grant in the amount of \$126,000. Our project is to adopt recommended strategies from the Innovative Housing Opportunity Planning project, which is expected to conclude in the near future. The strategies we will examine and work to adopt include: development of revolving loan funds and other housing incentives, revisions to the land use code, and updates to the GPID regulations.

RECOMMENDATION: Motion to accept the award of a DOLA Strong Communities Planning Grant in the amount of \$126,000.

BACKGROUND: The Strong Communities Planning Grant Program is intended to support local governments in planning for sustainable growth and development patterns and affordable housing into the future. This program provides planning grants to help communities align policies and regulations to locate affordable housing in infill locations near jobs, transit, and everyday services; ensure new neighborhoods have housing of all types, sizes, and price points; and direct housing to areas with access to multimodal transportation options.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:



Colorado Department of Human Services
Behavioral Health Administration
1575 Sherman St.
Denver, CO 80203

5/28/24

RE: Letter of Support for Signal BHASO Region 2

To Whom It May Concern:

I am writing on behalf of **Huerfano County**, to voice our strong and joint support for Signal Behavioral Health Network's proposal for our BHASO region. We firmly believe Signal is the most qualified Colorado-embedded organization that has demonstrated the ability to serve our community.

For over 25 years, Signal as a local Colorado non-profit, has been managing and expanding substance use prevention, treatment, and recovery services in Colorado. As one of three Managed Services Organizations (MSO), Signal manages and monitors substance use treatment services for adults and adolescents who are uninsured or under-insured in Colorado. As one of the State's Administrative Services Organizations (ASO), Signal manages and expands community-based crisis services and offers care coordination support via the Children and Youth Mental Health Treatment Act (CYMHTA). Signal has demonstrated their ability to help community members initiate behavioral health care and support timely access to service. We hope to continue working with Signal as our region's BHASO.

We believe Signal Behavioral Health Network is the best organization to lead BHASO Region 2 based on their experience as an MSO and ASO and their commitment to equitable, accessible, and transformative care. Signal is a trusted organization that we stand behind. We fully support this proposal.

Sincerely,

John Galusha
Chairmen Huerfano County Commissioners
719-738-3000 EXT.200

John Galusha, Chairman
Arica Andreatta, Commissioner
Karl Sporleder, Commissioner



Item 7f.

Board of County Commissioners

Colorado Pacific Rio Grande Railroad
% William Osborn, Attorney
601 State Avenue
Alamosa, CO 81101

May 28, 2024

Re: 2023-2024 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program Letter of Support

Dear Mr. Osborn,

We are writing in full and enthusiastic support of the Colorado Pacific Rio Grande Railroad (CXRG) U.S. D.O.T. Federal Railway (FRA) CRISI grant application. The proposed project scope - upgrading the entire CXRG system from Federal Railway Administration (FRA) Class 1 to FRA Class 2 - along with the resultant rail infrastructure updates such as new ties, ballast, and surfacing will bring numerous benefits to Huerfano County and our region at large. This project would also be timed well with Colorado Governor Jared Polis' proposed Front Range Passenger Rail project; replacing the current 110 pound rail system with modern industry-standard 136 pound rail, which would be a necessary requisite for future passenger rail projects in and through Huerfano County and accelerate a heavy-lift project.

For Huerfano County, the U.S. D.O.T. awarding the CXRG grant application in full would represent investments in public safety as well as environmental and wildlife protection, and position the County well for future rail development in the region. The current 110 pound La Veta Pass and South Middle Creek Valley rail line has been responsible for multiple train derailments. One such derailment occurred as recently as March 28th, 2024. Overall, train derailments through this region have negatively impacted supply chain logistics, citizen safety, and both the environment and local wildlife.

Upon completion, this project would mitigate the risk of additional, future derailments while protecting citizens, the environment, and wildlife. Furthermore, this project is necessary to modernize and accommodate rail development demand. We fully support CXRG's grant application and are willing to collaborate on project completion as necessary.

Sincerely,
BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

401 Main Street, Suite #201 Walsenburg, CO 81089
Office: 719-738-3000 Ext. 200 Fax: 719-738-3996

COLORADO PACIFIC RIO GRANDE RAILROAD LLC (CXRG) - PROPOSED CRISI GRANT PROJECT						
SCOPE OF WORK AND						
PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST						
May 5, 2024						
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	
1	FURNISH AND INSTALL NEW 7" X 9" X 8'6" TIMBER GRADE TIES	66,400	EA	\$ 110.00	\$ 7,304,000.00	
	MP 180 - MP 194 WALSENBURG TO LA VETA, CO	2,800				
	MP 194 - MP 205, LA VETA PASS	17,000				
	MP 205 - MP 225, LA VETA PASS TO FORT GARLAND, CO	15,800				
	MP 225 - MP 249, FORT GARLAND TO ALAMOSA, CO	11,400				
	MP 249 - MP 269.5, ALAMOSA TO MONTE VISTA, CO	16,600				25% 63,671
	MP 280 - 281.7, ANTONITO, CO	2,800				
2	DISPOSAL OF RELEASED CROSSTIES (IN-KIND WORK BY CXRG)	66,400	EA	\$ 6.00	\$ 398,400.00	
3	FURNISH AND INSTALL RELAY RAIL AND OTM, 136 RE	58,080	TF	\$ 110.00	\$ 6,388,800.00	
	MP 194 - MP 205, LA VETA PASS	58,080				
4	LOAD, TRANSPORT, UNLOAD, INSTALL RELEASED 110 RE RAIL AND OTM	48,998	TF	\$ 70.00	\$ 3,429,888.00	9.3 Miles
	MP 210 - 215, FIR TO SIERRA, CO	26,400				LEAVES 1 MILE 215 - 216 WITH 90# RAI
	MP 191.5 - 194, LA VETA, CO	13,200				
	MP 280 - 281.7, ANTONITO, CO	9,398				
5	FURNISH AND INSTALL TURNOUTS, NEW, 136 RE	1	EA	\$ 90,000.00	\$ 90,000.00	
	MP 194 - MP 200, LA VETA PASS	1				
6	FURNISH AND INSTALL TURNOUTS, NEW, 115 RE	52	EA	\$ 90,000.00	\$ 4,680,000.00	
	MP 252.5 - MP 269.5, ALAMOSA TO MONTE VISTA, CO	14				
	MP 249 - MP 252.5, ALAMOSA, CO	13				
	MP 225 - MP 249, FORT GARLAND TO ALAMOSA, CO	4				
	MP 200 - MP 225 LA VETA PASS TO FORT GARLAND, CO	4				
	MP 180 - MP 194, WALSENBURG TO LA VETA, CO	5				
	MP 280 - 281.7, ANTONITO, CO	12				
7	REMOVE AND REBUILD GRADE CROSSINGS	328	TF	\$ 1,000.00	\$ 328,000.00	
	MP 190 - MP 205, LA VETA PASS	168				

	MP 280 - 281.78, ANTONITO, CO	160					
8	SURFACE AND LINE TRACK, REGULATE BALLAST	481,958	TF	\$ 2.00	\$ 963,916.80		
	MP 180 - MP 194, WALSENBURG TO LA VETA, CO	73,920					
	MP 194 - MP 205, LA VETA PASS	58,080					
	MP 205 - MP 225, LA VETA PASS TO FORT GARLAND, CO	105,600					
	MP 225 - MP 249, FORT GARLAND TO ALAMOSA, CO	126,720					
	MP 249 - MP 269.5, ALAMOSA TO MONTE VISTA, CO	108,240					
	MP 280 - 281.78, ANTONITO, CO	9,398					
9	FURNISH AND PLACE BALLAST	40,300	TN	\$ 50.00	\$ 2,315,000.00		
	MP 180 - MP 194, WALSENBURG TO LA VETA, CO	7,000					
	MP 194 - MP 205, LA VETA PASS	6,600					
	MP 205 - MP 225, LA VETA PASS TO FORT GARLAND, CO	10,000					
	MP 225 - MP 249, FORT GARLAND TO ALAMOSA, CO	12,000					
	MP 249 - MP 269.5, ALAMOSA TO MONTE VISTA, CO	9,500					
	MP 280 - 281.7, ANTONITO, CO	1,200					
10	FURNISH AND INSTALL 90 LB ANCHORS 5-1/8" BASE	122,000	EA	\$ 6.00	\$ 732,000.00		
	MP 210 - MP 252, FORT GARLAND TO ALAMOSA, CO	122,000					
11	FURNISH AND INSTALL 110 / 115 LB ANCHORS 5-1/2" BASE	92,000	EA	\$ 7.00	\$ 644,000.00		
	MP 191.5-194; MP 205-215; MP 216-216.8; AND, MP 219.1-219.6 (14.40 MI)	92,000					
	SUBTOTAL TRACK COSTS				\$ 27,274,004.80		
12	MOBILIZATION (2%)	1	LS	\$ 545,480.10	\$ 545,480.10		
13	FINAL ENGINEERING AND PROJECT MANAGEMENT	1	LS	\$ 1,280,000.00	\$ 1,280,000.00	4.40%	Based on likely construction schedule
	TOTAL OF ALL PROJECT COSTS				\$ 29,099,484.90		
	GRANT AMOUNT REQUEST				\$ 19,100,000.00	65.64%	\$ 25,466,667
	LOCAL MATCH BY RAILROAD				\$ 9,999,484.90	34.36%	\$ 6,366,667

Health Care Provider Service Agreement
Huerfano County Sheriff's Office

This Employment Contract (this “Agreement”) dated this 1st day of July 2024

Between:

Huerfano County Sheriff's Office
 500 S Albert Street, Walsenburg, Colorado 81089

AND

Dee Lyons, RN, MSN, FNP
 103 East Oak Street, Lamar, Colorado 81052

The Employer is of the opinion that the Employee has the necessary qualifications, experience, and abilities to give health care services and mental health services to the inmates of Huerfano County Jail.

The Employee will commence employment with the Employers in the Huerfano County on the 1st day of July. The Employee has a varied schedule to meet the needs of the Huerfano County Jail.

The job title of the Employee is Health Care Provider of the Huerfano County Jail.

The Employee will perform any and all duties as requested by the Employer that relate only to Health Care, MAT therapy and Mental Health to inmates in Huerfano County Jail.

The Employee agrees to abide by the Sheriff of Huerfano County rules, regulations, policies and practices.

The Employee provides medical assessment, diagnosis, and treatment for acute, chronic, and emergency care for inmates in the jail. This position is responsible for, but not limited to, the following:

- Ability to provide direct, in-person and/or telehealth patient care services to offenders.
- Ability to maintain professionalism in a complex environment.
- Excellent written and verbal communication skills.
- Ability to read and comprehend the English language.
- Ability to effectively communicate fluently in English and Spanish both verbally and in writing.
- Excellent interpersonal skills with the ability to collaborate effectively with internal and external stakeholders.

Compensation paid to the Employee for services renders by the Employee as required by this **Agreement will be a rate of \$127.50 per hour.**

The Employee is required to work at the following places:

Huerfano County Jail in Walsenburg

Employer

_____ Date
Sheriff, Bruce Newman

_____ Date
Arica Andreatta, Huerfano County Commissioner

_____ Date
John Galusha, Huerfano County Commissioner

_____ Date
Karl Sporleder, Huerfano County Commissioner

Employee:

_____ Date
Dee Lyons, RN, MSN, FNP

**EMPLOYMENT CONTRACT
MOU**

Between

The Sheriff of Huerfano County, Bruce Newman

And

**Celia Salazar
Transition Coordinator
Narcan Trainer**

I. Purpose

This Employment Contract (EC)/Memorandum of Understanding (MOU) is entered by and between the Huerfano County Sheriff's Office (hereinafter referred to as HC) and Celia Salazar, (hereinafter referred to as "Contractor"), for the purpose of the JBBS program. This EC establishes the terms, conditions, and responsibilities between the parties for deployment, management, and maintenance of this program. This EC is subject to the provisions of all applicable Federal and Colorado State laws, regulations, policies, and standards.

II. Parties

Huerfano County Sheriff (HC) in include:

- Huerfano County, Bruce Newman, or his designee from Huerfano County Sheriff Office with the physical address of 500 S Albert Street, Walsenburg, Colorado 81089.

III. Effective Date, Modification, and Termination

This Agreement shall become effective upon the signature of both parties for a 1 year period commencing July 1, 2024, and terminating June 30, 2025. This is a contracted position and cannot be extended without funding. This EC may be amended if mutually agreed upon, to change the scope and terms of the EC. Such changes shall be incorporated as a written Amendment to this EC. This Agreement may be terminated by either party at any time; however, the terminating party shall provide written notice to the other party at least ten days (10) days in advance of the effective date of termination unless there is a critical failure to perform. In the event of termination, HC (i) direct Holdings to terminate the EC, or (ii) elect to take, or identify a designee to take, an assignment of the subject EC. If JBBS elects to take an assignment of the subject EC, the terms of the EC apply.

IV. State Responsibilities.

The HC agrees to fulfill the terms and conditions executed between contractor and HC of Sheriff's Office in the Employment Contract as follows:

HC Responsibilities.

- Determine and provide an organizational structure designed to facilitate and promote effective administration of the program.
- Describe the capacity or efforts to screen, using a validated OBH screening tool, all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs.
- Provide culturally competent and appropriate services.
- Describe the jail's ability to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.
- Provide policies that reflect an ability to provide services in a manner that respects and protects client rights. This requirement includes providing the subcontractor with the required space to offer individual and group treatment services detailed under the Treatment Provision subsection.
- Maintain support relationships with local probation and parole departments.
- Detailed security protocol and reporting requirements expected from the subcontracted treatment provider. This includes determining the limits of confidentiality for information disclosed by individuals during the course of treatment as it applies to a jail setting and the safety of the jail.

V. Contractor Responsibilities.

The Contractor agrees to: Duties and Responsibilities of a Transition Coordinator and a Narcan Trainer and can change with notification to the parties:

The types of providers jails may subcontract with to deliver JBBS services are listed below:

- Case Management
- Transition Plan
- Exhibit A Statement of Work for complete list of duties.

Transition Coordinator

A transition or treatment plan must be created for every individual who enters the program. The Transition coordinator provides inmates with resources to meet their identified needs and schedules all out-patient appointments in the community that are necessary to insure a smooth transition into necessary services.

- Perform a needs assessment to determine what the individual requires to be successful.
- Summary of the evidence-based continuum of services offered to individuals.
- Frequency and duration of services offered.
- Incorporation of criminogenic risk factors in service and transitional case planning by counselors and or provider.
- The individual's natural communities and pro-social support
- A plan to transition individuals from jail-based services to appropriate behavioral health and other needed community services upon release from incarceration
- A transition checklist and additional resources related to creating treatment and transition plans can be found on the JBBS website.
- Benefits acquisition

- Employment
- Housing
- Out- patient behavioral health services
- Implement and follow the same protocols and policies for services for the JBBS program.
- Utilize evidence-based screening processes and tools, for mental health disorders and substance abuse disorders.
- Provide services to the target population.
- Report information in the OBH JBBS Civicor database.
- Exhibit A Statement of Work for complete list of duties.
- Find sober living for the inmate if possible

Naloxone (Narcan) Training Coordinator

Narcan is a proven tool in the battle against drug abuse and overdose death. When too much of an opioid medication is taken, it can slow breathing to a dangerously low rate. When breathing slows too much, overdose death can occur. Naloxone can reverse this potentially fatal situation by allowing the person to breathe normally again. (TN Department of Health).

- Narcan Instructor Certification
- Provide Narcan Instruction to Jail staff and JBBS staff.
- Provide Narcan Instruction to inmates in HC.
- Educate Inmates and Families on the use of Narcan.
- Educate Family on Signs and Symptoms of Overdose.

VI. Financial Considerations and Purchasing Card

Except where otherwise detailed in this EC, each party is responsible for its own costs. Any assistance provided by the HC under this EC and any assistance provided by the Contractor is subject to the availability of appropriations. All financial assistance provided by the state will be done pursuant to in compliance with the JBBS fiscal rules and procurement code (e.g., a separate written agreement that complies with the state fiscal rules).

Use the purchasing card to meet the needs of the inmates if available. Return the receipts of all transactions to Huerfano County Sheriff's Office. Purchasing Cards are issued to the transition coordinator responsible for making purchases on behalf of the organization. Using the card for large purchases needs to be submitted for approval to the provider and the coordinator. At least once a month, the card issuer sends a single electronic invoice to the organization (Huerfano County) detailing all p-card transaction totals, as well as a grand total.

VII. General Provisions.

A. Inspection. The HC Sheriff reserves the right to review the services provided hereunder by Contractor at all reasonable times and places during the term of this EC.

If any services do not conform to the Scope of Work, the JBBS or the HC of Sheriff may require the Contractor to perform the services again in conformity to the Scope of Work with no additional compensation. When defects in the services cannot be corrected by reperformance, then the Catchment of Sheriffs may require the Contractor to take all necessary actions to ensure that future performance conforms to the Scope of Work, and equitably reduce the payments due to the Contractor to reflect the reduced value of the services. In addition, the HC of Sheriffs shall have all other remedies available pursuant to law.

B. Waivers. The waiver of any breach of a term or provision of this EC shall not be construed as a waiver of breach of any other term or as a waiver of any subsequent breach of the same or any other term or provision.

C. Choice of Law and Venue. This Agreement shall be governed by the law of the HC Sheriff Venue for any action related to this EC shall be in the Huerfano County District Court.

D. Attachments. All attachments (Exhibit A Statement of Work of the JBBS, Independent Contractor Salary Contract, JBBS Coordinator Job Description) to this EC are incorporated herein by this reference and made a part hereof as if set forth fully herein. In the event of any conflict or inconsistency between the terms of this EC and the attachment, the terms of this EC shall control.

E. Complete Agreement. This EC is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a EC duly executed and approved.

F. No Interest. The signatories aver (state as a fact) that to their knowledge, no Catchment of Sheriffs employee or agent has any personal or beneficial interest whatsoever in the services described herein.

G. Non-Discrimination. The contractor shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, or sex.

H. Insurance. Contractor shall obtain, and always maintain during the terms of this EC, insurance in the following kinds and amounts:

1. Standard Workers' Compensation and Employer Liability as required by state statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment; within 30 days of hire.
2. The contractor is responsible for: General and/or Personal Injury and/or Professional and/or Automobile Liability (including bodily injury, personal injury, and property damage) with the following coverage, depending on the policy format:
 - a. Occurrence Basis Policy - combined single limit of \$600,000.
 - b. Annual Aggregate Limit Policy - not less than \$1 million plus agreement that vendor will purchase additional insurance to replenish the limit to \$1 million if claims reduce the annual aggregate below \$600,000.
 - c. Claims-Made Policy - combined single limit of \$600,000 plus an

endorsement that extends coverage 2 years beyond the policy expiration date.

I. Conflicts of Interest. The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable to the people of the State in accordance with statute.

II. Confidentiality.

The parties hereto understand and agree that the information in this Agreement is confidential and not subject to disclosure under the Colorado Open Records Act. The material is protected under section 24-72-204(3)(a), C.R.S., which states in part: CORA requires the custodian to deny inspection of several categories of public records, other than to the person in interest.

The contractor understands that all information obtained in sessions is confidential and the contractor would be libel or responsible for protecting all protected health information according to each jail policies on protected health information.

The contractor will not divulge written, verbal, electronically, and/or audio/video taped information about inmates that the contractor will encounter during jail visits in person, telephone, or telehealth. The contractor understands that any breach of this confidentiality may result in disciplinary consequences ranging from probation to termination.

III. Liability.

Unless otherwise provided for in this Agreement, no term or condition, of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act (CGIA), §24-10-101, et seq., C.R.S., as amended. Liability for claims for injuries to persons or property arising out of the alleged negligence of the JBBS its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provision of §24-10-101 et seq., C.R.S., as amended.

IV. Effect on Procedures and Laws.

All assistance provided under this EC must comply with applicable laws, regulations, and agency policies.

V. No Private Right Created.

This document is an internal agreement between the JBBS and the Sheriff's Office and the entity with ownership or control of contractor and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this agreement is intended to restrict the authority of either signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.

VI. Settlement of Disputes.

The parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this EC before referring the matter to any other person or entity for settlement.

VII. Capacity to Enter into an Agreement.

The persons executing this Employment Contract on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign.

VIII. Permitted Uses and Disclosures.

The parties may use or disclose Confidential Health Information (CHI) as permitted or required by federal or state law or as authorized and permitted in accordance with this Agreement.

The parties agree that uses and disclosures of CHI are permitted for the proper management and administration of governmental operations, to conduct the legal responsibilities of state business within each respective agency, or as required or permitted by federal or state law. Disclosures will be limited to the amount reasonably necessary to meet the purpose for which the CHI is to be used or disclosed.

IX. Data Sharing Agreements.

The Sheriff's Office shall ensure a data sharing Business Associates Agreement is developed between the partner agencies. The data sharing agreement shall address client confidentiality as set forth under 42 C.F.R. Part 2 and HIPAA law and regulations. A Business Associate Agreement to share assessments and screenings is required for any program that has more than one treatment subcontractor, the contractor, and agency rendering services in the jail.

X. Contractor/Partnership Termination.

In the event where partnerships with the contractor such as the JBBS coordinator is terminated, the Sheriff's Office shall transition to a new partnership no later than 30 days from termination to ensure continuity of care and duties for all participants in the program.

XI. Evidence-Based Practices.

The contractor and the JBBS shall use evidence-based and promising practices with the screening and service delivery structure to support effective outcomes. The use of risk/need/responsivity (RNR) model is encouraged to assess numerous factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to address to support success.

This EC shall begin July 1, 2023, and end on June 30, 2025.

The contractor shall be paid \$32.25 per hour and will include driving time when needed and mileage reimbursed at the state rate. The contractor will be responsible for submitting mileage forms, and a detailed time sheet.

Employee

_____ Date _____
Celia Salazar (Timi)

Employer

_____ Date _____
Sheriff, Bruce Newman

_____ Date _____
Arica Andreatta, Huerfano County Commissioner

_____ Date _____
John Galusha, Huerfano County Commissioner

_____ Date _____
Karl Sporleder, Huerfano County Commissioner

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE	EFFECTIVE DATE
	5/20/2024
NAME: Blanca Morales	PAYROLL : 6/7/2024

CHANGE OF ADDRESS/PHONE	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	Clerk II	Clerk II
DEPARTMENT	Treasurer	Treasurer
HOURS		
ANNUAL SALARY	\$33,100.00	\$37,000.00
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY		

REASON FOR CHANGE

- | | | |
|-----------|------------------------------|-------------------------------|
| NEW HIRE | RESIGNATION | LENGTH OF SERVICE INCREASE |
| REHIRED | RETIREMENT | REEVALUATION OF CURRENT JOB |
| PROMOTION | LAYOFF | INTRODUCTORY PERIOD COMPLETED |
| DEMOTION | ADMINISTRATIVE LEAVE PAID | OTHER |
| TRANSFER | ADMINISTRATIVE LEAVE UN-PAID | |

COMMENTS, IF NECESSARY

Motion to Raise the Wage of Blanca Morales from \$33,100.00 to \$37,000.00 Based on Merit.

Elected Official / Department Head Date

John Galusha, Chairman Date

Angela Wakeman 5/20/2024

Human Resources Officer Date

Budget Officer Date

**EMPLOYMENT CONTRACT
MOU**

Between

The Sheriff of Huerfano County, Bruce Newman

And

**Natasha Reifschneider
Certified Addiction Specialist**

I. Purpose

This Employment Contract (EC) is entered by and between the Huerfano County Sheriff’s (hereinafter referred to as HC), and Natasha Reifschneider, (hereinafter referred to as “Contractor”), for the purpose of the JBBS program. This EC establishes the terms, conditions, and responsibilities between the parties for deployment, management, and maintenance of this program. This EC is subject to the provisions of all applicable Federal and Colorado State laws, regulations, policies, and standards.

II. Parties

Huerfano County Sheriff (HC) in include:

- Huerfano County, Bruce Newman, or his designee from Huerfano County Sheriff Office with the physical address of 500 S Albert Street, Walsenburg, Colorado 81089. The HC in include:

III. Effective Date, Modification, and Termination

This Agreement shall become effective upon the signature of both parties for a 12-month period, hourly position commencing July 1, 2024 and terminating June 30, 2025. This is a contracted position and cannot be extended without funding. This EC maybe amended if mutually agreed upon, to change scope and terms of the EC. Such changes shall be incorporated as a written Amendment to this EC. This Agreement may be terminated by either party at any time; however, the terminating party shall provide written notice to the other party at least thirty days in advance of the effective date of termination unless there is a critical failure to perform. In the event of termination, the catchment of Sheriff’s Office either direct holdings to terminate the EC, or elect to take, or identify a designee to take, an assignment of the subject EC. If JBBS elects to take an assignment of the subject EC, the terms of the EC apply.

IV. State Responsibilities.

The HC agrees to fulfill the terms and conditions executed between contractor and the Catchment of Sheriff’s Office in the Employment Contract as follows:

HC Responsibilities.

- Determine and provide an organizational structure designed to facilitate and promote effective administration of the program.

- HC indicate the Huerfano County to be served and the Sheriff's Department contact(s) for the jail.
- Describe the capacity or efforts to screen, using a validated OBH screening tool, all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs.
- Provide culturally competent and appropriate services.
- Describe the jail's ability to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.
- Provide policies that reflect an ability to provide services in a manner that respects and protects client rights. This requirement includes providing the subcontractor with the required space and computer for telehealth to offer individual and group treatment services detailed under the Treatment Provision subsection.
- Maintain support relationships with local probation and parole departments.
- Detailed security protocol and reporting requirements expected from the subcontracted treatment provider. This includes determining the limits of confidentiality for information disclosed by individuals during the course of treatment as it applies to a jail setting and the safety of the jail.

V. Contractor Responsibilities.

The Contractor agrees to: Duties and Responsibilities of a Certified Addiction Specialist and can change with notification to the parties:

CAS Duties

- The contractor agrees to continue to maintain the CAS credentials. Continue her education at the graduate level for LAC.
- Provide an array of outpatient mental health services to promote individualized patient recovery.
- Conduct intake, individual therapy.
- Develop service plans and conduct reviews as needed throughout the duration of treatment.
- Complete and maintain documentation in a timely and accurate manner and according to Federal, State and Agency guidelines.
- Write reports to the court, department of human services, or other community agencies as necessary.
- Collaborate with external psychiatric care providers as well as representatives from criminal justice agencies and civic assistance programs.
- Meet all requirements of Certified Addiction Specialist.
- Maintain all certifications.
- Implement and follow the same protocols and policies for services for the JBBS program.
- Utilize evidence-based screening processes and tools, for mental health disorders and substance abuse disorders.
- Provide services to the target population.
- Must hold license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).

- Report information in the OBH JBBS Civicor database.
- Provide in-person counseling and or telehealth counseling twice per month. Intakes completed weekly. Ensure privacy is provided for all sessions.
- Exhibit A Statement of Work for complete list of duties.

Certified Addiction Specialist (CAS)

Each jail is required to report information in the JBBS Database. Data must reflect current individual enrollment and services provided by the 15th day of each calendar month. The following data elements will be captured in the JBBS Database:

- Basic demographic information
- Number of individuals served.
- Number of individuals who screened “Positive” for a mental health disorder or substance use disorder; number of other screenings completed.
- Level of Service Inventory (LSI) contained in the intake and counseling sessions for each individual admitted into JBBS program

Screening:

- HC must utilize evidence-based screening tool(s) (treatment that is backed by scientific evidence; studies have been conducted and research has been documented on a particular treatment modality, and it has proven to be successful), subject to approval by OBH, to screen for mental health disorders, substance use disorders, trauma, traumatic brain injuries, and medication needs. Screening must take place within 72 hours of booking.

VI. Financial Considerations.

Except where otherwise detailed in this EC, each party is responsible for its own costs. Any assistance provided by the Catchment of Sheriffs under this EC and any assistance provided by the Contractor is subject to the availability of appropriations. All financial assistance provided by the state will be done pursuant to in compliance with the JBBS fiscal rules and procurement code (e.g., a separate written agreement that complies with the state fiscal rules).

VII. General Provisions.

A. Inspection. The HC reserves the right to review the services provided hereunder by Contractor at all reasonable times and places during the term of this EC. If any services do not conform to the Scope of Work, the JBBS or the HC may require the Contractor to perform the services again in conformity to the Scope of Work with no additional compensation. When defects in the services cannot be corrected by reperformance, then the HC may require the Contractor to take all necessary actions to ensure that future performance conforms to the Scope of Work, and equitably reduce the payments due to the Contractor to reflect the reduced value of the services. In addition, the HC shall have all other remedies available pursuant to law.

B. Waivers. The waiver of any breach of a term or provision of this EC shall not be construed as a waiver of breach of any other term or as a waiver of any subsequent breach of the same or any other term or provision.

C. Choice of Law and Venue. This Agreement shall be governed by the law of the HC Venue for any action related to this EC shall be in the Huerfano County District Court.

D. Attachments. All attachments (Exhibit A Statement of Work of the JBBS, Independent Contractor Salary Contract, JBBS Coordinator Job Description) to this EC are incorporated herein by this reference and made a part hereof as if set forth fully herein. In the event of any conflict or inconsistency between the terms of this EC and the attachment, the terms of this EC shall control.

E. Complete Agreement. This EC is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a EC duly executed and approved.

F. No Interest. The signatories state (as a fact) that to their knowledge, no HC employee or agent has any personal or beneficial interest whatsoever in the services described herein.

G. Non-Discrimination. The contractor shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, or sex.

H. Insurance. Contractor shall obtain, and always maintain during the terms of this EC, insurance in the following kinds and amounts:

1. Standard Workers' Compensation and Employer Liability as required by state statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment; within 30 days of hire.
2. The contractor is responsible for: General and/or Personal Injury and/or Professional and/or Automobile Liability (including bodily injury, personal injury and property damage) with the following coverage, depending on the policy format:
 - a. Occurrence Basis Policy - combined single limit of \$600,000.
 - b. Annual Aggregate Limit Policy - not less than \$1 million plus agreement that vendor will purchase additional insurance to replenish the limit to \$1 million if claims reduce the annual aggregate below \$600,000.
 - c. Claims-Made Policy - combined single limit of \$600,000 plus an endorsement that extends coverage 2 years beyond the policy expiration date.

I. Conflicts of Interest. The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable to the people of the State in accordance with statute.

VIII. Licenses.

The contractor shall maintain a license in accordance with the Colorado Department of Regulatory Agency.

License Number	License Method	License Type	License Status	Original Issue Date	Effective Date	Expiration Date
ACC.0998289		Certified Addiction Specialist	Active	01/19/2018	09/01/2021	08/31/2025

IX. Confidentiality.

The parties hereto understand and agree that the information in this Agreement is confidential and not subject to disclosure under the Colorado Open Records Act. The material is protected under section 24-72-204(3)(a), C.R.S., which states in part: CORA requires the custodian to deny inspection of several categories of public records, other than to the person in interest.

The contractor understands that all information obtained in sessions is confidential and the contractor would be libel or responsible for protecting all protected health information according to each jail policies on protected health information.

The contractor will not divulge written, verbal, electronically, and/or audio/video taped information about inmates that the contractor will encounter during jail visits in person, telephone, or telehealth. The contractor understands that any breach of this confidentiality may result in disciplinary consequences ranging from probation to termination.

X. Liability.

Unless otherwise provided for in this Agreement, no term or condition, of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act (CGIA), §24-10-101, et seq., C.R.S., as amended. Liability for claims for injuries to persons or property arising out of the alleged negligence of the JBBS its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provision of §24-10-101 et seq., C.R.S., as amended.

XI. Effect on Procedures and Laws.

All assistance provided under this EC must comply with applicable laws, regulations, and agency policies.

XII. No Private Right Created.

This document is an internal agreement between the JBBS and the Sheriff's Office and the entity with ownership or control of contractor and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this agreement is intended to restrict the authority of either signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.

XIII. Settlement of Disputes.

The parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this EC before referring the matter to any other person or entity for settlement.

XIV. Capacity to Enter into Agreement.

The persons executing this Employment Contract on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign.

XV. Permitted Uses and Disclosures.

The parties may use or disclose Confidential Health Information (CHI) as permitted or required by federal or state law or as authorized and permitted in accordance with this Agreement.

The parties agree that uses and disclosures of CHI are permitted for the proper management and administration of governmental operations, to carry out the legal responsibilities of state business within each respective agency, or as required or permitted by federal or state law. Disclosures will be limited to the aECnt reasonably necessary to meet the purpose for which the CHI is to be used or disclosed.

XVI. Data Sharing Agreements.

The Sheriff's Office shall ensure a data sharing Business Associates Agreement is developed between the partner agencies. The data sharing agreement shall address client confidentiality as set forth under 42 C.F.R. Part 2 and HIPAA law and regulations. A Business Associate Agreement to share assessments and screenings is required for any program that has more than one treatment subcontractor, the contractor, and agency rendering services in the jail.

XVII. Contractor/Partnership Termination.

In the event where partnerships with the contractor such as the JBBS coordinator is terminated, the Sheriff's Office shall transition to a new partnership no later than 30 days from termination to ensure continuity of care and duties for all participants in the program.

XIX. Evidence-Based Practices.

The contractor and the JBBS shall use evidence-based and promising practices with the screening and service delivery structure to support effective outcomes. The use of risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to address to support success.

This EC shall begin in July 1, 2024 and end on June 30, 2025.

The contractor shall be paid \$40.80 per hour. Plus, mileage when needed at state rate and driving time when indicated.

Natasha Reifschneider, CAS

BY: _____
Bruce Newman, Huerfano County Sheriff

DATE: _____

Arica Andreatta, Huerfano County Commissioner _____
Date

John Galusha, Huerfano County Commissioner _____
Date

Carl Sporleder, Huerfano County Commissioner _____
Date

Employment Contract MOU

Between

The Huerfano County Sheriff, Bruce Newman

And

**Nancy Winsor, RN, MSN
JBBS Coordinator**

I. Purpose

Employment Contract (EC) or Memorandum of Understanding (MOU) is entered by and between the Huerfano County Sheriff's Office, (hereinafter referred to as HCS) and Nancy Winsor, (hereinafter referred to as "Contractor"), for the purpose of the JBBS program. This EC establishes the terms, conditions, and responsibilities between the parties for deployment, management, and maintenance of this program. This EC is subject to the provisions of all applicable Federal and Colorado State laws, regulations, policies, and standards.

II. Parties

Huerfano County Sheriff (HC) in include:

- Huerfano County, Bruce Newman, or his designee from Huerfano County Sheriff Office with the physical address of 500 S Albert Street, Walsenburg, Colorado 81089.

III. Effective Date, Modification, and Termination

This Agreement shall become effective upon the signature of both parties for a 12-month period commencing July 1, 2024, and terminating June 30, 2025. This is a contracted position and cannot be extended without funding. This Employment contract maybe amended if mutually agreed upon, to change scope and terms of the EC. Such changes shall be incorporated as a written Amendment to this EC. This Agreement may be terminated by either party at any time; however, the terminating party shall provide written notice to the other party at least thirty days in advance of the effective date of termination unless there is a critical failure to perform. In the event of termination, the HCS either directs Holdings to terminate the EC/MOU, or elect to take, or identify a designee to take, an assignment of the subject EC. If JBBS elects to take an assignment of the subject EC/MOU, the terms of the EC/MOU apply.

IV. State Responsibilities.

HCS agree to fulfill the terms and conditions executed between contractor and HCS in the Employment Contract as follows:

V. Contractor Responsibilities.

The JBBS Program Coordination Group shall meet on a regular and continual basis to ensure project implementation and goals are progressing. The OBH Program Manager will be available to attend periodic JBBS Program Coordination Group meetings for assistance and support based on agency need. The JBBS Program Coordination group shall:

- Oversee program implementation.
- Make training recommendations.
- Measure the program's progress toward achieving stated goals.
- Resolve ongoing challenges to program effectiveness.
- Inform agency leaders and other policymakers of program costs, developments, and progress.
- Develop policies and protocols to ensure clinical staff have the resources and support required for service provision.
- Medication Assisted Treatment for Substance Abuse to include policy, procedure, assessment of the program, identify problems within the program, implementation of MAT and evaluate outcomes.

The Contractor agrees to: Duties and Responsibilities and can change with notification to the parties:

- Working in tandem and compliance with the state and county regulations.
- Following the standard operating procedures of individual jails.
- Attending seminars, conventions, and training sessions for maintaining effective services.
- Serve as a liaison with the Sheriff and their staff with written communication and notification of changes or requirements by the OBH.
- Input client information and services data into the JBBS Database monthly no later than the 15th of the month following each month-end. (Transition Tracking)
- Submit quarterly progress report no later than 30 days after the end of each quarter and using the template provided by the Office of Behavioral Health (OBH).
- Ensure that licensed SUD staff will submit DACODS and CCAR data for all services offered in the jails.
- Submit to OBH as requested any or all of the following prevalence data, critical incidents, demographics, information, numbers of clients served, types and quantities of services delivered, number and percentages who successfully transition to community-based services, and program discharge outcomes.
- Help to develop ECs for contracted service providers for approval from individual counties that addresses the uniqueness of each county's jail.
- Attend Quarterly Meetings of the OBH
- Develop a process for implementing that guide and supports the JBBS program.

- Submit budget reports to OBH and collaborate with the fiscal agent about spending.

Huerfano County Sheriff specific requirement:

- For JBBS programs serving HCS 's department representative from the county is required to participate in the JBBS Program Coordination Group
- This program model approach will require regular meetings to discuss the program implementation and program effectiveness for each jail
- The JBBS Program Coordination Group is responsible for ensuring the needs of the Huerfano County Jail are being met by the resources and subcontracted service providers
- Meet with group on a regular basis and continual basis to ensure project implementation and goals are progressing.
- Oversee program implementation.
- Make training recommendations.
- Measure the program's progress toward achieving stated goals
- Resolve ongoing challenges to program effectiveness.
- Inform agency leaders and other policy makers of program costs, developments, and progress.
- Develop policies and protocols to ensure clinical staff have the resources and support required for service provision.
- Submit prior to April 15th of each year, a work plan and budget for option letter renewal.
- Work in collaboration with the fiscal agent or his designee.

Skills and Specifications

- Communicate empathetically and listen actively to foster collaboration with others.
- Navigate delicate topics in a tactful and productive manner to resolve disagreements and conflicts effectively.
- Manage the craft of providing constructive, thoughtful feedback and receiving feedback as a development opportunity.
- Awareness of the legal norms, procedures, and operations of individual jails.
- Effective time and risk management abilities.

- Ability to work in coordination with the Sheriff, staff, community organizations and providers.
- Ability to develop duties and program expectations.
- Ability to run data queries, organize data, maintain the integrity of data, and ensure proper sorting and input of data.

JBBS Program Deliverables

Deliverables for all JBBS programs are outlined below. All jails must submit the following.

1. **Annual Work Plan:** Each jail must submit an Annual Work Plan via email to cdhs_jbbs@state.co.us for approval by the OBH Program Manager by the end of business of the first working day of June each year, for the following state fiscal year contract period (June 30-July 1). A work plan template is provided at the end of this document.
2. **Annual Report:** Each jail must submit to the State the previous year's Annual Report by end of business on July 31, utilizing the JBBS Reporting Template provided by OBH. The Annual Report must be submitted via email to cdhs_jbbs@state.co.us. Your JBBS Program Manager will provide you with an annual report template.

Quarterly Meeting Attendance

OBH facilitates JBBS Program Meetings every quarter. All jails must ensure that a representative from each jail participates in the meetings. The representative(s) who attends the meetings is responsible for relaying the information discussed during the meetings to the rest of the Contractor's program organizational structure.

Site Visits

OBH Program Managers will conduct site visits for the purpose of providing targeted support of JBBS programming, as well as quality assurance monitoring of the program on a periodic or as needed basis. Individual OBH Program Managers will work with your jail and program staff to coordinate support to best meet your needs.

Data Entry

All programs are required to submit data monthly to the CiviCore "JBBS Database". The specific data fields required for input vary by program area and are listed in the sections below

Data Submission

Each jail is required to report information in the JBBS Database. Data must reflect current individual enrollment and services provided by the 15th day of each calendar month. The following data elements will be captured in the JBBS Database:

- Basic demographic information
- Number of individuals served
- Number of individuals who screened “Positive” for a mental health disorder or substance use disorder; number of other screenings completed
- The type and quantity of services provided, including the type and quantity of Medication Assisted Treatment services provided
- Number of individuals who successfully transition to community-based services upon release
- Program discharge outcomes and treatment status in community after discharge

Critical Incidents of Interest

A critical incident of interest is any significant event that results in bodily harm to an inmate involved in any aspect of the JBBS program, or any staff member working with that inmate. Jails must report any critical incident within 24 hours from the time the incident occurs by sending an encrypted email to: cdhs_ci_obh@state.co.us The e-mail must include:

- Date and time of incident
- Location of the incident
- The nature of the incident
- How the incident was resolved
- Name[s] of staff present
- Whether the incident resulted in any physical harm to the participant or any staff

Copy of Subcontract

Each jail must submit a copy of any subcontracts via email to OBH at cdhs_jbbs@state.co.us within 30 days of the subcontract execution. The subcontract will be evaluated to ensure they are compliant with the maximum rates established by OBH in the FY 2020-2021 Annual Budget Exhibit B document.

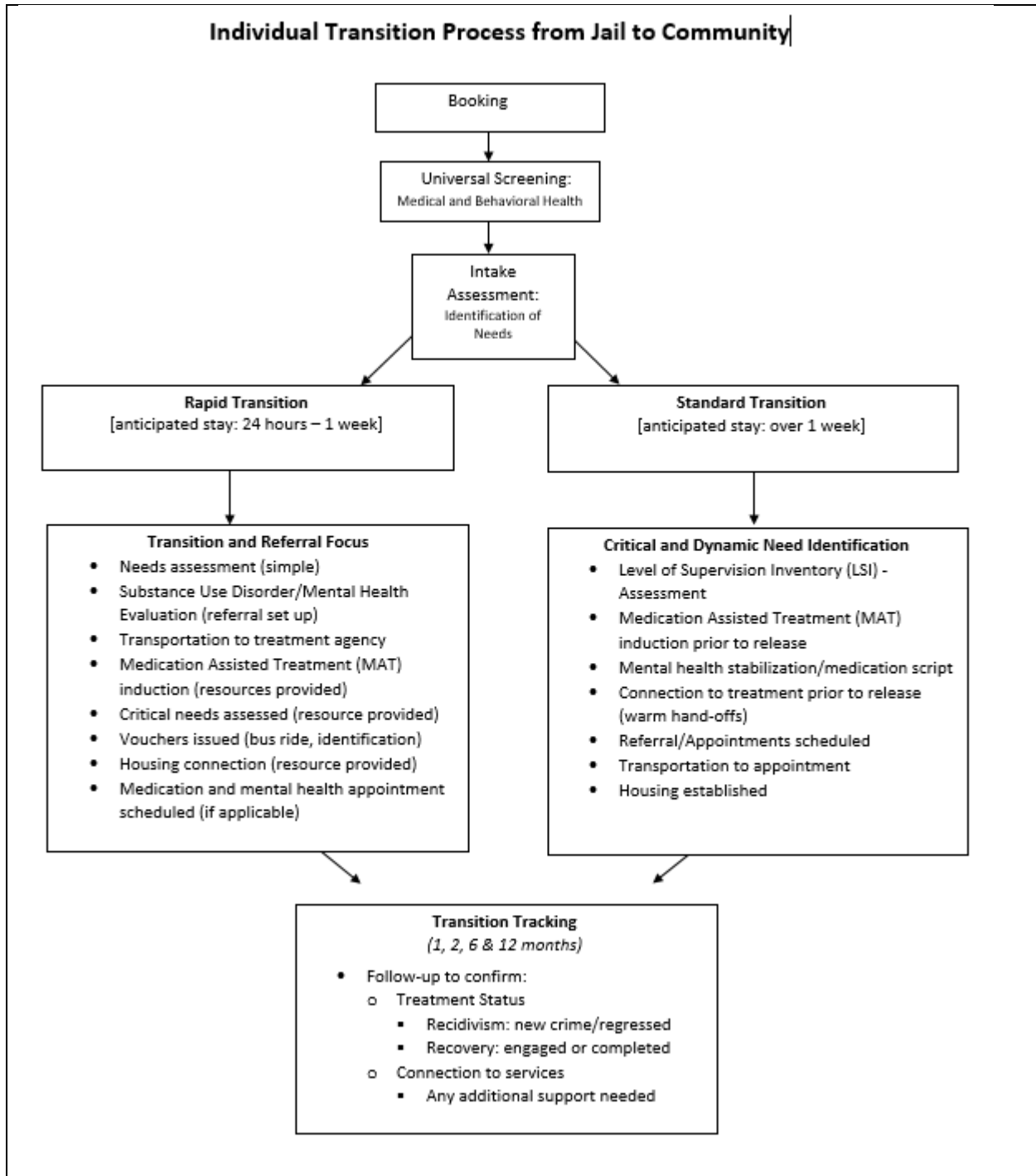
The following table provide key dates related to each program area. This table applies to all programs and the following tables apply to each specific program.

Table 1_1 JBBS Coordinator

Activity	Due Date	Deliver To
Submit JBBS Work Plan	By 5:00 pm April 1 for the following fiscal year	cdhs_jbbs@state.co.us
Submit JBBS Annual Report	By EOB July 31 of the current year	cdhs_jbbs@state.co.us
Report Critical Incident	Within 24 hours of incident	cdhs_jbbs@state.co.us
Quarterly Meeting Attendance	Locations TBD; currently virtual	
Send OBH Copy of proposed Subcontract	Within 30 days of contract being signed	cdhs_jbbs@state.co.us
Site visits	Ongoing and as needed	
Data Entry	Ongoing and by the 15 th of each month for all services provided during the previous month	JBBS Data Base CiviCore

Medication Assisted Treatment

Activity	Due Date	Deliver to
Organizational Structure	August 1 annually	cdhs_jbbs@state.co.us
Policies	Prior to MAT being delivered	
Barrier Reports	August 1 annually	cdhs_jbbs@state.co.us
Start Up Plans	August 1 annually	cdhs_jbbs@state.co.us
Work Plan and Budget	Within 5 business days of plan submission	OBH Program Manager Kelley Russell
Data Entry Specific to JMAT	Ongoing by the 15 th of each month for all services provided during the previous month (Dee Lyons, NP)	JBBS Civicore



JBBS Coordinator Ensures Qualified Personnel and Work for the following:

Data Submission

Each jail is required to report information in the JBBS Database. Data must reflect current individual enrollment and services provided by the 15th day of each calendar month. The following data elements will be captured in the JBBS Database:

- Basic demographic information

- Number of individuals served
- Number of individuals who screened “Positive” for a mental health disorder or substance use disorder; number of other screenings completed
- The type and quantity of services provided, including the type and quantity of Medication Assisted Treatment services provided
- Number of individuals who successfully transition to community-based services upon release
- Program discharge outcomes and treatment status in community after discharge

Critical Incidents of Interest

A critical incident of interest is any significant event that results in bodily harm to an inmate involved in any aspect of the JBBS program, or any staff member working with that inmate. Jails must report any critical incident within 24 hours from the time the incident occurs by sending an encrypted email to: cdhs_ci_obh@state.co.us The e-mail must include:

- Date and time of incident
- Location of the incident
- The nature of the incident
- How the incident was resolved
- Name[s] of staff present
- Whether the incident resulted in any physical harm to the participant or any staff

Requirement to Work with Licensed Providers

The JBBS program requires that jails partner with licensed behavioral health care providers (agencies and/or individuals), who are in good standing with the Department of Regulatory Agencies (DORA). The provider(s) shall provide appropriate screening(s), assessment(s), brief intervention and linkage to care in the community, based on an individualized treatment and/or transition plan. The provider (s) shall utilize evidence-based screening processes and tools, subject to approval by OBH, to screen for mental health disorders, substance use disorders, suicidal ideation, trauma, and traumatic brain injuries.

The types of providers jails may subcontract with to deliver JBBS services are listed below:

- Licensed Associate Counselor (LAC)
- Licensed Professional Counselor (LPC)
- Licensed Clinical Social Worker (LCSW)
- Licensed Marriage and Family Therapist (LMFT)
- Certified Addiction Specialist (CAS) II or III
- Licensed Psychologist (LP)
- Other providers, not listed above, will need to be approved by an OBH Program

Screening: All jails must utilize evidence-based screening tool(s) (treatment that is backed by scientific evidence; studies have been conducted and research has been documented on a particular treatment modality, and it has proven to be successful), subject to approval by OBH, to screen for mental health disorders, substance use disorders, trauma, traumatic brain injuries, and medication needs. In addition, all individuals should be screened for substance use withdrawal symptoms, and jails are required to have detox protocols in place. Screening must take place within 72 hours of booking.

Treatment and Transition Plans: A transition or treatment plan must be created for every individual who enters the program which includes:

- Summary of the evidence-based continuum of services offered to individuals
- Frequency and duration of services offered
- If an individual's treatment will be provided by more than one treatment provider, describe how services are distributed between providers
- Incorporation of criminogenic risk factors in service and transitional case planning as determined from the Level of Supervision Inventory (LSI)
- The individual's natural communities and pro-social support
- A plan to transition individuals from jail-based services to appropriate behavioral health and other needed community services upon release from incarceration
- A transition checklist and additional resources related to creating treatment and transition plans can be found on the JBBS website

VI. Financial Considerations.

Except where otherwise detailed in this EC, each party is responsible for its own costs. Any assistance provided by the HCS under this EC and any assistance provided by the Contractor is subject to the availability of appropriations. All financial assistance provided by the state will be done pursuant to in compliance with the JBBS fiscal rules and procurement code (e.g., a separate written agreement that complies with the state fiscal rules).

VII. General Provisions.

A. Inspection. The HCS reserves the right to review the services provided hereunder by Contractor at all reasonable times and places during the term of this EC. If any services do not conform to the Scope of Work, the JBBS or the HCS may require the Contractor to perform the services again in conformity to the Scope of Work with no additional compensation. When defects in the services cannot be corrected by reperformance, then the HCS may require the Contractor to take all necessary actions to ensure that future performance conforms to the Scope of Work, and equitably reduce the payments due to the Contractor to

reflect the reduced value of the services. In addition, the HCS shall have all other remedies available pursuant to law.

B. Waivers. The waiver of any breach of a term or provision of this EC shall not be construed as a waiver of breach of any other term or as a waiver of any subsequent breach of the same or any other term or provision.

C. Choice of Law and Venue. This Agreement shall be governed by the law of the Huerfano County Sheriff venue for any action related to this EC shall be in the Huerfano County District Court.

D. Attachments. All attachments (Exhibit A Statement of Work of the JBBS, Independent Contractor Salary Contract, JBBS Coordinator Job Description) to this EC are incorporated herein by this reference and made a part hereof as if set forth fully herein. In the event of any conflict or inconsistency between the terms of this EC and the attachment, the terms of this EC shall control.

E. Complete Agreement. This EC is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a EC duly executed and approved.

F. No Interest. The signatories aver (state as a fact) that to their knowledge, no HCS employee or agent has any personal or beneficial interest whatsoever in the services described herein.

G. Non-Discrimination. The contractor shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, or sex.

H. Insurance. Contractor shall obtain, and always maintain during the terms of this EC, insurance in the following kinds and amounts:

1. Standard Workers' Compensation and Employer Liability as required by state statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment; within 30 days of hire.

2. General and/or Personal Injury and/or Professional and/or Automobile Liability (including bodily injury, personal injury and property damage) with the following coverage, depending on the policy.

K. Conflicts of Interest. The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable to the people of the State in accordance with statute.

VIII. Licenses.

The contractor shall maintain a Registered Nurse License in accordance with the Colorado State Board of Nursing.

Nancy Lynn Winsor	RN	Colorado	License Number 12753	Active	Unencumbered	Original Issue: 12/12/2000	Expires: 9/30/2024	Multistate
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IX. Confidentiality.

The parties hereto understand and agree that the information in this Agreement is confidential and not subject to disclosure under the Colorado Open Records Act. The material is protected under section 24-72-204(3)(a), C.R.S., which states in part: CORA requires the custodian to deny inspection of several categories of public records, other than to the person in interest, including:

X. Liability.

Unless otherwise provided for in this Agreement, no term or condition, of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act (CGIA), §24-10-101, et seq., C.R.S., as amended. Liability for claims for injuries to persons or property arising out of the alleged negligence of the JBBS its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provision of §24-10-101 et seq., C.R.S., as amended.

XI. Effect on Procedures and Laws.

All assistance provided under this MOA must comply with applicable laws, regulations, and agency policies.

XII. No Private Right Created.

This document is an internal agreement between the JBBS and the Sheriff's Department and the entity with ownership or control of contractor and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this agreement is intended to restrict the authority of either signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.

XIII. Settlement of Disputes.

The parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this EC before referring the matter to any other person or entity for settlement.

XIV. Capacity to Enter into Agreement.

The persons executing this Employment Contract on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign.

The parties agree that uses and disclosures of CHI are permitted for the proper management and administration of governmental operations, to carry out the legal responsibilities of state business within each respective agency, or as required or permitted by federal or state law. Disclosures will be limited to the amount reasonably

necessary to meet the purpose for which the CHI is to be used or disclosed.

XVI. Data Sharing Agreements.

The Sheriff's Office shall ensure a data sharing Business Associates Agreement is developed between the partner agencies. The data sharing agreement shall address client confidentiality as set forth under 42 C.F.R. Part 2 and HIPAA law and regulations. A Business Associate Agreement to share assessments and screenings is required for any program that has more than one treatment subcontractor, the contractor, and agency rendering services in the jail.

XVII. Contractor/Partnership Termination.

In the event where partnerships with the contractor such as the JBBS coordinator is terminated, the Sheriff's Office shall transition to a new partnership no later than 30 days from termination to ensure continuity of care and duties for all participants in the program.

XVIII. Training and Meetings.

The contractor must attend quarterly meetings. The contractor to make the work plan and report the outcomes. The JBBS and or the HCS and or contractor the amount of training necessary to do the duties described in the job description and the JBBS Statement of Work.

- Program Orientation: The contractor shall attend mandatory orientation sessions with the OBH Program Manager, the JBBS Program Manager and Fiscal Staff upon execution of the contract.
- Program Meetings and Required Training: Program meetings and other required training will be scheduled throughout the terms of the JBBS Program contract.

XIX. Evidence-Based Practices.

The contractor and the JBBS shall use evidence-based and promising practices with the screening and service delivery structure to support effective outcomes. The use of risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to address to support success.

The contractor shall be paid \$52.26 per hour and will include driving time when needed and mileage reimbursed at the state rate. The contractor will be responsible for submitting mileage forms, and a detailed time sheet.

This EC shall begin on July 1, 2024, and end on June 30, 2025 or when services are no longer needed.



Nancy Winsor, RN, MSN JBBS Coordinator

Employer

Sheriff, Bruce Newman

Date

Arica Andreatta, Huerfano County Commissioner

Date

John Galusha, Huerfano County Commissioner

Date

Karl Sporleder, Huerfano County Commissioner

Date

AGREEMENT FOR EMPLOYMENT OF LEGAL COUNSEL

AGREEMENT made effective on the 30th day of May, 2024 through the 31st day of May, 2025, between the **DEPARTMENT OF SOCIAL SERVICES OF THE COUNTY OF HUERFANO, STATE OF COLORADO, “Department”,** 121 W. 6th St. Walsenburg, CO 81089 and **CAITLIN A. YOUNG, Esq. as a managing attorney for LAW OFFICE OF CAITLIN A. YOUNG, LLC, “Attorney” or “Firm”,** 136 W Main Street, Suite 201, P. O. Box 1003, Trinidad, Colorado 81082.

WHEREAS, the Employer requires the services of an attorney for legal advice and assistance in legal matters concerning social services, assistance payments, and administrative matters, including actions under the Children’s Code in district and appellate courts, and including matters concerning child support enforcement and collection in which the Department is interested, is petitioner, or intervenes pursuant to the Departments duties in regards to child welfare; adult protection; as the child support collection entity or any other duties the Department may have.

WHEREAS, the Firm has provided such services and is willing to continue to provide such services in accordance with the rules and regulations of the Department, and upon the conditions herein set forth; now, therefore,

THE PARTIES MUTUALLY AGREE:

1. That the Firm is employed through this independent contractor agreement as County Social Services Attorney for the Huerfano County Department of Social Services at a flat rate of \$6,500 for the months of June 2024, July 2024, and August 2024. After August 2024, and each month thereafter, the flat rate shall be \$8,000 per month. This rate is to be charged for attorney time and includes all overhead charges, travel time, travel mileage to court, and charges for the ancillary services of secretaries, paralegals, and other personnel.

2. That the Firm may charge at costs for non-office related expenses incurred by the Department, including but not limited to, process server fees, deposition transcripts, court transcripts, or the costs of records needed for discovery etc.

3. That payments shall be made monthly to the Attorney upon the Department’s receipt of an invoice. Although this is a flat fee agreement, an invoice with itemized services performed pursuant to this Agreement may be requested at any time.

4. That in the event the Firm or any attorney employed by the Firm violates any provision of this Agreement, the Department may withhold payment for services provided during the period affected by the violation, until such time as the violation has been remedied to the satisfaction of the Department.

5. That the Firm shall maintain such records as are deemed necessary pursuant to the State Department’s Rules to assure a proper accounting for all costs incurred in accordance with the terms of this Agreement. These records shall be made available for audit purposes to the State Department of Social Services, or any authorized representative of the State of Colorado. The

Attorney shall make financial and other reports available as requested by the County or State Department of Social Services.

6. That the Firm and/or any Attorney employed by the Firm shall serve at the pleasure of the Department, and either party in this agreement may terminate the same, upon thirty (30) days written notice. This agreement shall be renewed annually.

7. The Firm shall perform its duties hereunder as an independent contractor and not as an employee. No Attorney assigned to the Department, nor any agent or employee of the Firm shall be deemed to be an agent or employee of the Department. The Attorney shall comply with the provisions of C.R.S. § 8-17.5-101 *et.seq.*

8. The Attorney(s) may attend continuing legal education classes at the County Attorneys' Convention with the Social Services Breakout Session. That the Department of Social Services agrees to pay for the cost of tuition, room, board and mileage for attorney to the same. That attorney(s) shall not be paid above the flat fee listed above for time while attending said seminar.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature.

HUERFANO COUNTY, COLORADO
DEPARTMENT OF SOCIAL SERVICES

JOHN GALUSHA
CHAIRMAN, BOARD OF COMISSIONERS

LAW OFFICE OF CAITLIN A. YOUNG, LLC

By: _____
CAITLIN A. YOUNG, ESQ. #55068

Huerfano County
Department of Human Services
121 W. 6th Street, Walsenburg, CO 81089



Heather Wellman, PhD
Director

Dear Commissioners,

Please find attached to this letter a quote from Gobins Business Solutions to provide a Verticomm phone system for the Huerfano County Department of Human Services. We sent quote requests to six different companies and have only received nominal interest and no returned quotes at this point in time.

The attached quote details that the equipment is being included as part of a promotional offering. The quote has a one-time set up charge of \$2,196.30 and a monthly charge of \$634 assuming we have 30 phone lines. As we move through an installation, we would determine the exact number of phone lines that are needed for our entire department.

Because the quote for this installation and service is so much lower than we can expect from others and because Gobins is a local to Southern Colorado Company and because the county and HCDHS already have an established and successful relationship with Gobins, I suggest that we accept this quote and move forward with adopting this VOIP phone system.

As you know, our phone system at DHS is very outdated, and we have not had consistent voicemail service for several months and possibly longer. Because of the high volume of calls the DHS office receives and because of the nature of the calls we receive, having voicemail service is paramount. This phone system also allows our case managers to have access to their phone line from their mobile phone which will aid in case management. Finally, the phone system keeps a detailed phone log which will help us in our customer service efforts.

We had originally planned to adopt a system for a July launch, but given the volatility of our current phone system, I think it is prudent to move forward on an expedited timeline. Thank you for your consideration, and if you have any other questions, please reach out to me.

Thank you,

A handwritten signature in blue ink, appearing to read "H Wellman".

Heather Wellman, PhD
Director, HCDHS

Department of Social Services - Walsenburg
Heather Wellman
heather.wellman@state.co.us
719-738-2810
121 W 6th St
Walsenburg, CO
81089-2201, United States

Confidential Service Proposal for Elevate

ALL YOUR BUSINESS COMMUNICATIONS –
INTEGRATED, EFFICIENT, AND RELIABLE

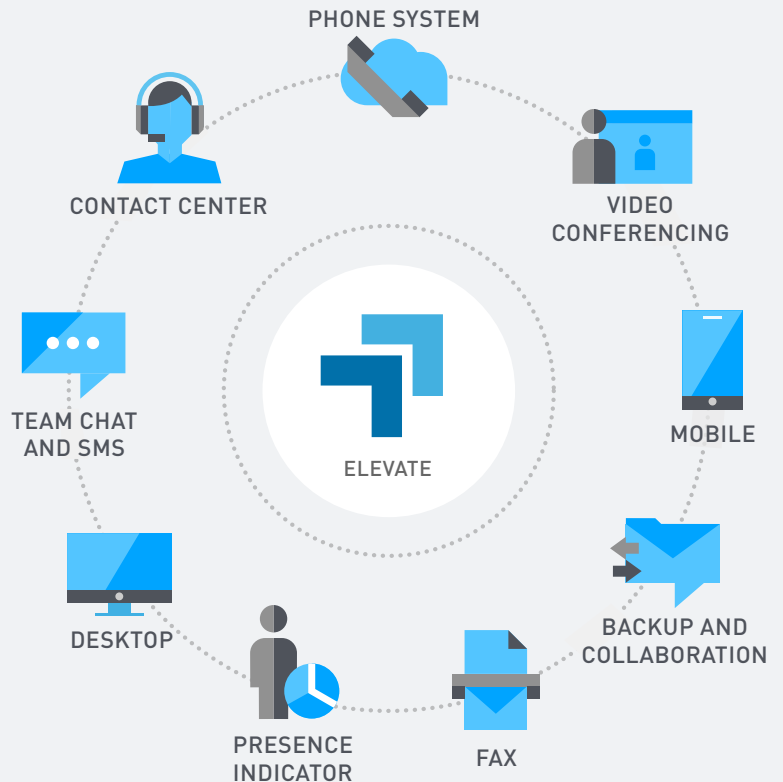
Provided by:

Verticomm
drichards@verticomm.com
17197571371



Elevate is an easy-to-use cloud-based communication platform that helps employees to be more productive and collaborative.

It includes a full-featured phone system combined with chat, web/video conferencing, and file collaboration and backup capabilities.



ELEVATE INCLUDES

- Includes 90+ enterprise-grade calling features
- Free local and long distance calling to the US, Canada and Puerto Rico
- Elevate's pre-programmed, plug and play desk phones makes installation easy
- Flat, per-user rates, with no annual contract required
- The Elevate Mobile App makes any smart phone an essential collaboration tool
- The Elevate Desktop App integrates with company directory, showing employee availability and enabling click-to-call
- Changes to system settings, devices, or users can be performed by phone administrators online
- Powerful video conferencing, screen sharing and file sharing features facilitate better collaboration

Benefits to Your Business



INCREASED PRODUCTIVITY

Elevate makes a more productive workforce.

- Allows a user's mobile devices to interact seamlessly with the corporate phone system
- Virtually anywhere, anytime, and on any device - creates a more flexible workforce
- Integrated chat, video conferencing, screen sharing, file sharing, file backup and integrations extends reach and facilitates collaboration



LOWER COSTS

No phone system hardware to buy, install, manage, upgrade or replace.

- Reduces infrastructure and operating costs with no additional hardware to buy
- Consolidates voice and data onto one network
- Flat, per-user rates with no extra or hidden fees*
- 90+ enterprise-grade calling features INCLUDED in the service



HIGH RELIABILITY

The Elevate voice network is purpose-built for reliability.

- 99.999% financially-backed uptime SLA
- Proprietary Elevate VoIP tests help ensure a reliable connection and high voice quality
- Redundant East/West datacenters increase reliability and reduce latency



SIMPLIFIED SCALING & MANAGEMENT

Elevate scales according to the needs of any business.

- Mix and Match packages according to user needs: Essentials, Pro and Enterprise
- Order service according to the number of users; no guessing number of lines needed
- Ordering additional service is easy & can be done online; no technician or special expertise required
- Manage service and features using user-friendly HostPilot™ portal
- Scales to a large number of users per business



BUSINESS CONTINUITY

Never miss an important business call.

- Elevate automatically rings all your end points (desk phone, mobile, etc.) with every call and in the event that you don't answer, it routes the call to any number you choose (branch office, automated attendant, mobile number, etc.)



ENHANCED CUSTOMER EXPERIENCE

Contact Center delivers more responsive, informed, and positive customer experiences.

- Upgrade your Elevate Contact Center plan to access even more features (like omni-channel support) at any time
- Plans for businesses of all sizes, industries, and levels of sophistication



90+ ENTERPRISE-LEVEL FEATURES INCLUDED

- Call Forwarding
- Call Park
- Call Transfer
- Do Not Disturb
- Call Recording
- 3-way Calling
- Caller ID
- Extension Dialing
- HD Audio
- Call Waiting
- Receptionist Routing
- Music on Hold
- Spam Caller Protection
- ... And many more



VOICEMAIL

- Voicemail to email via WAV file
- SMS notifications
- Auto-delete of voicemail after 90 days
- Change personal greeting
- Remote voicemail access
- Voicemail transcription (Included with Pro and Enterprise packages only)



CONFERENCE BRIDGE

- Includes a unique local phone number
- Gather up to 200 participants
- Start conferences at any time with Always-On conferencing
- Ability to add video and screen sharing to your conference, if desired



TEAM CHAT

- Pin favorite contacts to the top of your list
- Chat messages automatically sync across desktop and mobile devices
- View free/busy/away statuses of all your contacts
- Chat messages are securely encrypted in transit and at rest



WEBFAX

- Users receive, view, manage faxes via the web, or as email attachments
- Users may send faxes from any Internet-connected PC
- Does not require an additional phone line

*Included with Pro and Enterprise packages only



COMPANY MESSAGING

- Enhances customer interaction by enabling the ability to send and receive text (SMS) and picture messages (MMS) to and from your main company number or toll-free phone number (SMS only)
- Easily create specific groups of one or more users to send and receive text messages all within the Elevate desktop and mobile applications
- Improves communication efforts with customers by providing fast and customized text responses



CONTACT CENTER

- Smart queuing technology tells customers their position in line, plus wait time
- Deep analytics and reporting help you visualize gaps and improve performance
- Access to Advanced Hunt Groups included with Elevate Pro and Enterprise
- Upgrade your contact center features to include omni-channel capabilities (SMS, chat, email) to connect with customers through their preferred modes of communication

Agent	Type	Date	Sen.	Evaluator	Template	Status	Collaboration	Acknowledgment
Niklas Sundin	In	Apr 20, 2020	1	Maximiliano Casalera	Trainee production	PASSED	Finished	
Maria Hernandez	In	Apr 20, 2020	1	Steve DiGeorge	Trainee production	PASSED	Finished	
Ungedl Thulin	In	Apr 20, 2020	1	Lars Ulrich	Trainee production	PASSED	Finished	
Lawrence Carabin	In	Apr 20, 2020	1	Maximiliano Casalera	Company ethics and p...	PASSED	Finished	
Jordyn Venetos	In	Apr 20, 2020	1	Maximiliano Casalera	Company ethics and p...	PASSED	Disabled	
Geoff Tate	In	Apr 19, 2020	1	Bernard Lee	Trainee production	PASSED	Disabled	
Cindy Webb	In	Apr 19, 2020	1	Steve DiGeorge	Company ethics and p...	IN PROGRESS		
Marshall Hendrix	In	Apr 19, 2020	1	Steve DiGeorge	Production	PASSED		
Nicole Howell	In	Apr 19, 2020	1	Steve DiGeorge	Monthly performance...	PASSED	Disabled	
Martyn Nowak	In	Apr 19, 2020	1	Steve DiGeorge	Trainee production	IN PROGRESS	Waiting for agent	
Simone Simons	In	Apr 19, 2020	1	Jessica Macomber	Trainee production	IN PROGRESS	Agent responded	
Scott Hine	In	Apr 18, 2020	1	Steve DiGeorge	Trainee production	PASSED	Finished	
Subelli Picasso	In	Apr 18, 2020	1	Maximiliano Casalera	Company ethics and p...	APPROVAL		
Taylor Moutman	In	Apr 18, 2020	1	Maximiliano Casalera	Trainee production	PASSED	Finished	
Sarah Brightman	In	Apr 18, 2020	1	Alexander Cooke	Trainee production	PASSED	Finished	
Bruce Bailey	In	Apr 18, 2020	1	Stephen Harris	Trainee production	PASSED	Finished	

Apps/Productivity Included with Elevate



ELEVATE MOBILE APP

This powerful mobile application transforms your phone into an essential collaboration tool, making teamwork on-the-go easier than ever. See who is available, send chats and SMS messages, place calls and see voicemails - anytime, anywhere.

Never miss important calls

Extend your business phone number and extension to your mobile phone, so you can place and receive calls on-the-go or even transfer calls from your desktop phone to your mobile device—seamlessly, without interruption.

Easily collaborate from anywhere

Your full desktop chat history is synchronized with your mobile device so you can stay connected and continue conversations no matter where you are.



ELEVATE DESKTOP APP

Our desktop app brings essential collaboration tools together, making teamwork easier than ever. See who is available, send chats, place and receive calls, share screens, start video calls and share files - all from one application.*

Communicate your way

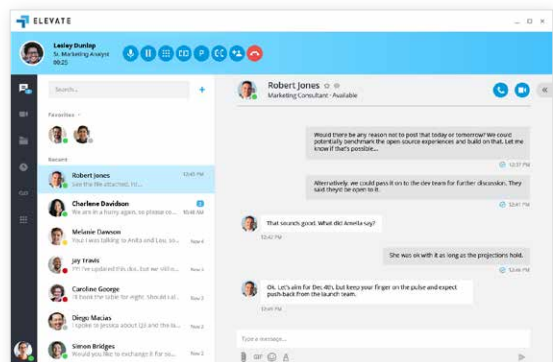
Have the flexibility to use your desktop application to place and receive calls in two ways, either as a call controller for your associated desk phone or as a softphone from your PC or Mac®.

One application for collaboration

One place to see the availability of coworkers, place a phone call, start team chat and launch a video conference.

Stay connected on-the-go

With the Elevate desktop and mobile applications, you take your contacts, files and conversations with you—wherever you are.



*Elevate Pro and Enterprise packages add SMS messaging to the Desktop App



ONLINE MEETING® VIDEO CONFERENCING

- HD video conferencing empowers teams with remote members to be more productive
- Screen sharing in real-time improves collaboration and speed of decision making
- Screen annotation can call out important points on a shared screen in during a meeting
- Includes a conference dial-in number, and custom URLs for meetings



SHARESYNC FILE MANAGEMENT

- The most current version of files from any device for easy and secure file sharing
- Reduced downtime from ransomware and other types of data loss
- Integration with Windows file server, Exchange Email, Active Directory, Outlook, and Microsoft 365
- Full control over files, users, devices, and sharing activities



ELEVATE ARCHIVING

Captures, stores and provides powerful search across chats, SMS, phone calls, voicemails and more so you can quickly find information when it's needed.

Automated data capture

Integrates with Elevate to automatically capture and retain data without administrative or user action.

Fast, powerful contextual search

Indexes both content and metadata using dozens of properties for fast and easy searching.

Retention

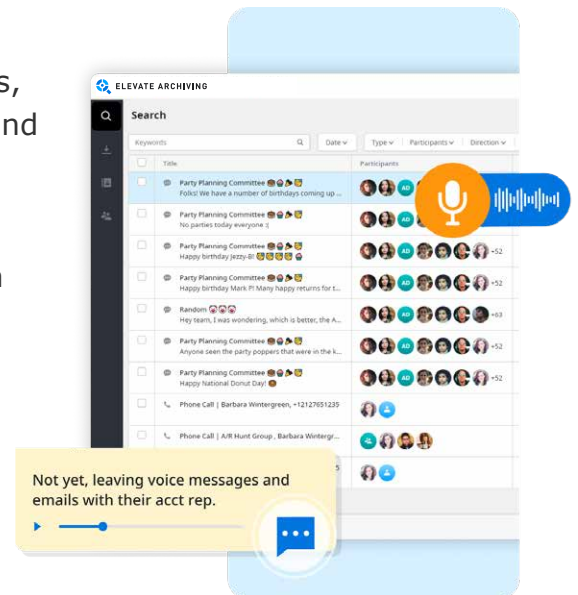
Stores data for as long as the business case requires with retention options ranging up to 10 years.

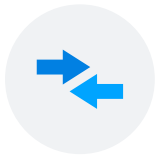
Regulations and compliance

Supports HIPAA, FINRA and MiFID II compliance programs, with optional WORM tamper-proof media storage to comply with SEC Rule 17a-4.

Security

Securely stores and encrypts data in transit and at rest with multi-factor authentication to protect access and limit export to authorized users.





ELEVATE EXTEND

Elevate Extend is an integrations platform that connects powerful voice, chat, video conferencing and contact center functionalities into everyday business applications like Google®, Microsoft®, Salesforce®, and more — driving higher productivity and increasing customer retention with no heavy costs.



Increase Employee Productivity

Embed communications into everyday business applications across various teams to streamline business workflows and maximize employee efficiency.



Drive customer retention and increase revenue

Combine powerful communication capabilities with relevant customer data to ensure sales and support teams have the right information at the right time.



No heavy IT investment

Our integrations are easy to use and easy to deploy, with no heavy training or implementation costs required.

Integrations packages:

<p>ELEVATE ESSENTIALS</p> <p>+</p>	<p> Office 365</p> <p> slack</p>	<p> Outlook</p> <p> G Suite</p>	<p> INTERMEDIA UNITE[®] CRM SCREEN POPS</p> <p> Microsoft Teams</p>
<p>ELEVATE PRO</p> <p>+</p>	<p> ZOHOO</p>	<p> sugarcrm</p>	<p> zendesk</p>
<p>ELEVATE ENTERPRISE</p>	<p> servicenow.</p>	<p> Microsoft Dynamics 365</p> <p>ORACLE[®] NETSUITE</p>	<p> salesforce</p>

**Prepared for**

Department of Social Services - Walsenburg
 Heather Wellman
 heather.wellman@state.co.us
 719-738-2810
 121 W 6th St
 Walsenburg, CO
 81089-2201, United States

Provided by

Verticomm
 drichards@verticomm.com
 17197571371

Summary of services

Description	Customer total	
	One-time	Monthly
Services		
Unified Communications Services	\$90.00	\$634.99
Equipment		
Shipping	\$91.30	
Professional services & other items		
Onboarding	\$2,015.00	
	Subtotal	\$2,196.30
	Surcharges & Other fees	
	Estimated taxes	
	TOTAL	\$2,196.30
		\$634.99
		One-time Monthly

Details


Main location 121 W 6th St, Walsenburg, Colorado 81089-2201

Description	Quantity	Unit price	Customer total	
			One-time	Monthly
Unified Communications Services				
Elevate Pro Includes Cloud PBX with advanced call center, unlimited local and long distance calling, connection to up to 5 devices, Chat, File Sharing (50 GB/user), Online Meeting (100 web participants per meeting) and Business SMS. 1 license is required for each unified communications user in the organization.	31	\$20.00		\$620.00

Notes:

- Your first bill may look different than other bills. It may include: (1) one-time fees and prorated charges for new services added during the prior month, (2) full charges for the next month, (3) applicable usage charges, as well as (4) associated taxes and fees.
- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
- Shipping charges may be estimates only and are subject to change. Actual shipping charges will be calculated at the time the order is placed.
- Taxes and fees are based on service address and can differ by address.

Customer total

Description	Quantity	Unit price	One-time	Monthly
Elevate Essentials Includes Cloud PBX with unlimited local and long distance calling, connection to 1 device, Chat, Online Meeting (4 web participants per meeting), file sharing (5 GB). 1 license is required for each unified communications user in the organization. Does not include Business SMS.	1	\$14.99		\$14.99
Archiving: 30 Days Retention For access to 30 days of historical UC data for the lifetime of the account	32	Free	Free	Free
AI Assistant (Beta) AI Assistant is a business productivity tool using Generative AI to help users access information more easily and automate repetitive or time-consuming tasks	32	Free	Free	Free
Local Number Porting Fee	30	\$3.00	\$90.00	
Equipment				
 Fanvil V64 An IP desk phone with a 3.5-inch 480x320 Color Screen, dual Gigabit Ethernet ports, built-in Bluetooth and Wi-Fi, and a USB port. Includes 8 physical line keys capable of 21 configurable positions for calls, presence, or speed dial.	31	Free	Free	
Shipping				
121 W 6th St, Walsenburg, Colorado 81089-2201	—	—	\$91.30	
Taxes & Fees				
Surcharges & Other fees	—	—		
Estimated taxes	—	—		
Total - Main location			\$181.30	\$634.99

Notes:

- Your first bill may look different than other bills. It may include: (1) one-time fees and prorated charges for new services added during the prior month, (2) full charges for the next month, (3) applicable usage charges, as well as (4) associated taxes and fees.
- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
- Shipping charges may be estimates only and are subject to change. Actual shipping charges will be calculated at the time the order is placed.
- Taxes and fees are based on service address and can differ by address.



We have prepared a quote for you

Verticomm Voice (32) - 5-22-2024

Quote # 012646
Version 1

Prepared for:

Department of Social Services - Walsenburg

Heather Wellman
heather.wellman@state.co.us

Wednesday, May 22, 2024

Department of Social Services - Walsenburg
Heather Wellman
121 W 6TH ST
Walsenburg, CO 81089
heather.wellman@state.co.us

Dear Heather,

Thank you for considering Verticomm as a partner for your business technology needs. At Verticomm, we are committed to continuously providing your business with the resources necessary to keep your company efficient and productive in today's competitive business climate.

Verticomm's experience with managed services, cloud services, voice solutions, and business technologies will allow us to design a customized solution for your company. Custom IT solutions greatly enhance your ability to collaborate, communicate, and run your business with greater efficiency.

Understanding and managing technology is what we do best. We save our clients the headache of solely managing their technology. In turn, they are more ROI-focused and able to better serve their customers. We look forward to putting our commitment and expertise to work for you soon.



Dillon Richards
Business Technology Consultant
Verticomm

VERTICOMM VOICE

A Unified Communications Platform

Take Your Business Communications to the Next Level
with Verticomm Voice Powered by Elevate

Verticomm Voice powered by Elevate is an easy-to-use cloudbased unified communications system that helps employees to be more productive and collaborative.

It includes a full-featured phone system combined with chat, web/video conferencing, file collaboration and backup capabilities.



VERTICOMM VOICE FEATURES



90+ ENTERPRISE-LEVEL FEATURES

- Call Forwarding
- Call Park
- Call Transfer
- Do Not Disturb
- Call Recording
- 3-way Calling
- Caller ID
- Extension Dialing
- HD Audio
- Call Waiting
- Receptionist Routing
- Music on Hold
- Spam Caller Protection
- ... And many more



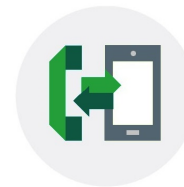
VOICEMAIL

- Voicemail to email via WAV file
- SMS notifications
- Auto-delete of voicemail after 90 days
- Change personal greeting
- Remote voicemail access
- Voicemail transcription (Included with Pro and Enterprise packages only)



CONFERENCE BRIDGE

- Includes a unique local phone number
- Gather up to 200 participants
- Start conferences at any time with Always-On conferencing
- Ability to add video and screen sharing to your conference, if desired



BUSY LAMP FIELD (BLF)

- Indicates presence - whether another user's phone is currently in use
- Other user extension and name information is presented as virtual "buttons" on the desk phone LCD display
- The BLF display can be used for speed dials, and also to make or take calls on behalf of another user

VERTICOMM VOICE APPS



ELEVATE MOBILE APP

This powerful mobile application transforms your phone into an essential collaboration tool, making teamwork on-the-go easier than ever. See who is available, send chats and SMS messages, place calls and see voicemails anytime, anywhere.

Never miss important calls

Extend your business phone number and extension to your mobile phone, so you can place and receive call on-th-go or even transfer calls from your desktop phone to your mobile device—seamlessly, without interruption.

Easily collaborate from anywhere

Your full desktop chat history is synchronized with your mobile device so you can stay connected and continue conversations no matter where you are.



ELEVATE DESKTOP APP

Our desktop app brings essential collaboration tools together, making teamwork easier than ever. See who is available, send chat, place and receive calls, share screens, start video calls and share files - all from one application.*

Communicate your way

Have the flexibility to use your desktop application to place and receive calls in two ways, either as a call controller for your associated desk phone or as a softphone from your PC or Mac.

One application for collaboration

One place to see the availability of coworkers, place a phone call, start team chat and launch a video conference.

Stay connected on-the-go

With the Elevate desktop and mobile applications, you take your contacts, files and conversations with you—wherever you are.

* Pro and Enterprise packages add SMS messaging to the Desktop App



ONLINE MEETING VIDEO CONFERENCING & SCREEN SHARING

Online Meeting® is an easy-to use, reliable video collaboration tool.

- HD video conferencing: Face to face meetings eliminate unnecessary travel and empowers teams with remote members to be more productive.
- Screen sharing: The computer desktop can be shared in real-time, improving collaboration and speed of decision making.
- Screen annotation: Meeting participants can call out important points on a shared screen in during a meeting.
- Includes a conference dial-in number, and custom URLs for meetings.

Elevate Pro includes up to 100 participants and up to 30 simultaneous video feeds.

Elevate Enterprise includes up to 200 participants and up to 30 simultaneous video feeds.

FILE SHARING & SECURITY*

File sync and share with backup for desktops, mobile devices, and file servers (Included with Pro and Enterprise packages only).

- The most current version of files from any device
- Easy and secure file sharing
- Full control over files, users, devices, and sharing activities
- Includes 10 GB/user of storage for ShareSync® Backup and File Sharing
- Reduced downtime from ransomware and other types of data loss
- Integration with Windows file server, Exchange Email, Active Directory, Outlook, Office, and Office 365®

VERTICOMM VOICE INTEGRATIONS

ELEVATE INTEGRATIONS



Elevate Integrations is a platform that connects powerful voice, chat, video conferencing and contact center functionalities into everyday business applications like Google®, Microsoft®, Salesforce®, and more — driving higher productivity and increasing customer retention with no heavy costs.



Increase Employee Productivity

Embed communications into everyday business applications across various teams to streamline business workflows and maximize employee efficiency.













Drive Customer Retention and Increase Revenue

Combine powerful communication capabilities with relevant customer data to ensure sales and support teams have the right information at the right time.



No Heavy IT Investment

Our integrations are easy to use and easy to deploy, with no heavy training or implementation costs required.

ELEVATE ESSENTIALS			
ELEVATE PRO			
ELEVATE ENTERPRISE			
			

HOSTED VOIP SERVICES

I. OUR UNDERSTANDING

Department of Social Services - Walsenburg (CLIENT) has requested a proposal from Verticomm, A Division of All Copy (VERTICOMM) for a virtual enterprise communication services, and an ongoing technology management, network maintenance, and support plan.

II. OUR PROPOSAL

After an initial review and site visit of CLIENT's technology environment, VERTICOMM will provide the following services.

Monthly Enterprise Communication Cloud Services– If required, VERTICOMM will enable, provide, and support requisite computing resources to meet CLIENT's communication needs, including virtual phone system, SIP trunks, voicemail storage and backup, and other requisite communication services.

Installation / Project Services – VERTICOMM will provide the requisite engineering and project management services to virtualize CLIENT's current communication server environment. VERTICOMM will provide all requisite engineering and project management services to move environment and setup requisite on-site equipment.

III. IMPORTANT FACTORS, EXCLUSIONS & ASSUMPTIONS

VERTICOMM'S proposal to provide services has incorporated the following exclusions and assumptions.

CLIENT will provide support personnel on-site to assist with simple management and support tasks and provide on-site assistance to VERTICOMM'S support personnel as required.

While VERTICOMM will assist with management and support of WAN circuits, any and all recurring telecommunication costs charged by telecommunication carriers are responsibility of CLIENT. A 5Mbps upload speed is recommended.

IV. FEES & DATES

CLIENT has requested the VERTICOMM provide a fee proposal to assist in decision making for future changes. With this in mind, VERTICOMM has provided proposed fees to assist with this process and will provide additional detail as requested.

Technology services, management, support and software fees are provided as follows:

Verticomm Voice Monthly Service Fee: \$634.99 includes all requisite user voice communication system resources, remote maintenance and support for **32** users.

Installation / Project Services: \$2170 VERTICOMM'S engineering and project management fees to virtual CLIENT'S computing and communication servers and migrate to the VoIP platform are provided on a fixed fee basis. Within 30 days of engagement, VERTICOMM will work with CLIENT to provide detailed plan to include requirement and time tables for the project. Currently, VERTICOMM estimates this project will occur over the course of 30 to 60 days. If engaged, a more definitive project plan will be drafted. Please note: Any fee charged by application vendors or their resellers to move the environment are not included in this Verticomm project services estimate.

V. TERMS

VERTICOMM requires a 60 month commitment at the monthly fee noted above. To initiate relationship, VERTICOMM requires completion of

HOSTED VOIP SERVICES

Services Agreement which formalizes business relationship.

By accepting this Quote, you agree to the terms of each SOW and the terms of the Master Services Agreement. If you do not agree to the terms of the SOW and the Master Services Agreement, then you should not accept the Quote. From this point forward this Quote, the Master Services Agreement and SOWs will be collectively referred to as "SOW." Taxes, shipping & Handling and other fees may apply. We reserve the right to cancel orders due to pricing and other errors in facts.

VI. THANKS!

All of us at VERTICOMM greatly appreciate the opportunity to propose our services and solutions to CLIENT. We sincerely hope we get the chance to serve you and earn your business every day. If you have any questions about this proposal, our offering, or our company, please give us a call or email.

QUOTE - VERTICOMM VOICE

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Verticomm Voice Fees					
CI-UNIFIEDCOMMUNICATIONSUSER Unified Communications User Verticomm Voice UC User	\$20.00	\$0.00	31	\$620.00	\$0.00
CI-CLOUDPBXFAXLINE(500MIN) Cloud PBX Fax Line (500 min) Cloud PBX Fax Line (500 min), monthly	\$14.99	\$0.00	1	\$14.99	\$0.00
Verticomm Voice Subtotal				\$634.99	\$0.00
Additional Seat Fee (Not Included in Totals)					
Verticomm Voice Devices					
SIP-V64 SIP-V64 Fanvil V64 Prime Business Phone 12 SIP Lines Fanvil V64 (FREE)	\$0.00	\$0.00	31	\$0.00	\$0.00
Verticomm Voice Devices Subtotal				\$0.00	\$0.00
One Time Porting Fees					

QUOTE - VERTICOMM VOICE

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
CI-ALLNPR Local Number Porting Activation Fee Local Number Porting Activation Fee	\$0.00	\$3.00	30	\$0.00	\$90.00
One Time Porting Fees Subtotal				\$0.00	\$90.00

Monthly Subtotal: **\$634.99**
 Subtotal: **\$90.00**

QUOTE - VERTICOMM VOICE PROFESSIONAL SERVICES

Description	Qty
Professional Services Fees	
VOICEONBOARD VOICEONBOARD VOICE ONBOARDING FEE VOICE ONBOARDING FEE	32
Professional Services Subtotal	

Subtotal: **\$2,080.00**

Verticomm Voice (32) - 5-22-2024

Prepared by:

Verticomm

Dillon Richards
719.757.1371
drichards@verticomm.com

Prepared for:

Department of Social Services - Walsenburg

121 W 6TH ST
Walsenburg, CO 81089
Heather Wellman
(719) 738-2810
heather.wellman@state.co.us

Quote Information:

Quote #: 012646

Version: 1
Delivery Date: 05/22/2024
Expiration Date: 06/12/2024

Quote Summary


Description	Amount
QUOTE - VERTICOMM VOICE	\$90.00
QUOTE - VERTICOMM VOICE PROFESSIONAL SERVICES	\$2,080.00
Total:	\$2,170.00

Monthly Expenses Summary

Description	Amount
QUOTE - VERTICOMM VOICE	\$634.99
Monthly Total:	\$634.99

By accepting this Quote, you agree to the terms of each Statement of Work and the terms of the Master Services Agreement. If you do not agree to the terms of the Statement(s) of Work and the Master Services Agreement, then you should not accept the Quote. From this point forward this Quote, the Master Services Agreement and Statement(s) of Work will be collectively referred to as "SOW." We reserve the right to cancel orders due to pricing and other errors in facts. Taxes, Shipping & Handling and other fees may apply.

Verticomm

Signature: 

Name: Dillon Richards

Title: Business Technology Consultant

Date: 05/22/2024

Department of Social Services - Walsenburg

Signature: _____

Name: Heather Wellman

Date: _____

VERTICOMM VOICE SERVICES STATEMENT OF WORK

Parties

This Statement of Work ("SOW") is governed under the Master Services Agreement (the "Agreement") between Verticomm ("us", "our", "we", or "Verticomm"), and you ("you", "your", or "Client") in the entity that accepts the quote to which the SOW is attached (the "Quote"). The Agreement can be viewed at <https://www.verticomm.com/verticomm-master-service-agreement>. If you do not have a copy of the Agreement, please contact us for a copy prior to executing this SOW.

This SOW is effective as of the date that you accept the Quote ("Effective Date").

The services described in the Quote and as described below (collectively, the "Services") will be provided to you. Services that are not specifically described in the Quote and the SOW will be out of scope and will not be provided to you unless otherwise agreed to by us in writing. (From this point forward, the Quote and this SOW will be collectively referred to as this "SOW").

Company Name ("Client"): Department of Social Services - Walsenburg

Main Contact: Heather Wellman

Phone: (719) 738-2810

Email: heather.wellman@state.co.us

Billing Address: 121 W 6TH ST Walsenburg CO 81089

Commencement

Onboarding project will be billed upon acceptance of the signed agreement. Commencement of this SOW including billing for services begins 30 days from signature, or upon signature if no onboarding is required. The SOW will remain in effect for a total of 60 months from the date of commencement ("Initial Term").

Services

The Services described in the Quote and as described below (collectively, the "Voice Services") will be provided to you. Services not specifically described in the Quote and the SOW will be out of Scope and will not be provided to you unless otherwise agreed to by us in writing. (From this point forward, the Quote and this SOW will be collectively referred to as "SOW").

Verticomm Voice services provides Voice Services in the form of Unified Communications as a Service ("UCaaS") provided by a 3rd party service

- Cloud PBX
- Auto Attendant
- Elevate® Voice mail for each user
- Elevate® Conference Bridge for each user
- AnyMeeting® Video Conferencing for each user
- Elevate® Mobile Application for each user
- Elevate® Desktop application for each user
- SecuriSync® File Collaboration for each user

User Support Services

- Document software and hardware changes
- Updated of work performed or in progress
- Schedule server maintenance
- Alert Client to conditions related to application software

- Set up and change security for users and applications
- Troubleshoot Quality of Service (“QoS”) issues
- Assist Client Administrator with User Setup issues
- Support the UCaaS, endpoint and system functionality

Client Responsibilities

Secondary Circuit: Client understands that, for optimal performance and availability of this solution, a secondary data circuit is highly recommend Verticomm requires a sign-off as to whether or not the Client chooses to acquire a secondary circuit.

Client will/has purchase(d) a secondary data circuit: **No**

Third Party Products

Products provided by Verticomm will include a warranty on one (1) year. Verticomm will assist with the fulfillment of these warranties. Verticomm is not responsible for the provision, monitoring/renewal, and fulfillment of warranty on client provided equipment.

Locations Covered by Services

Services will be provided remotely unless, in our discretion, we determine that an onsite visit is required. Onsite visits will be scheduled in accordance with the priority assigned the issue (below), and are subject to technician availability. All onsite Services will be provided at the locations listed in Appendix A. All locations added during the term of this SOW are appended to this SOW and all coverage contained herein.

Service Levels

Response, repair, and/or remediation services (as applicable) will be provided only during our normal business hours of 7:00AM Mountain Time to 6:00PM Mountain Time, unless otherwise specifically stated in the Quote. We will respond to problems, errors or interruptions in the provision of the Services in the time frame(s) described below. Severity levels will be determined by Verticomm in our reasonable discretion. All remediation services will initially be attempted remotely; Verticomm will provide onsite service only if remote remediation is ineffective and, under all circumstances, only if covered under the Service plan selected by Client.

Trouble / Severity	Managed Service Plan*
Services not available (All users and functions unavailable)	Response within one (1) hour after notification
Significant degradation of services (large number of users or business critical functions affected)	Response within four (4) hours after notification
Limited degradation of services (limited number of users or functions affected, business process can continue)	Response within twenty-four (24) hours after notification
Small service degradation (business process can continue, one user affected)	Response within forty-eight (48) hours after notification

* All time frames are calculated as of the time that Verticomm is notified of the applicable issue / problem by Client through Verticomm’s designated support portal, emailing support@verticomm.com, or by telephone at 855-411-2679. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts. Non-Critical help desk support provided outside of our normal support hours will be billed to Client at the hourly rate of \$270/hour (2 hour minimum applies for onsite work).

Fees

The fees for the Services will be as indicated in the Quote.

Changes to Environment. Initially, you will be charged the monthly fees indicated in the Quote. Thereafter, if the managed environment changes, or if the number of authorized users accessing the managed environment changes, then you agree that the fees will be automatically and immediately modified to accommodate those changes.

Increases. Client acknowledges and agrees that after the first year of this agreement, and not more than once each successive 12-month period thereafter, Verticomm may increase the Monthly Fees and other fees for Services Payment by an amount not exceeding 5% of the then current total monthly payment amount, as previously adjusted.

Travel Time. If onsite services are provided, we will travel up to 45 minutes from our office to your location at no charge. Time spent traveling beyond 45 minutes (e.g., locations that are beyond 45 minutes from our office, occasions on which traffic conditions extend our drive time beyond 45 minutes one-way, etc.) will be billed to you at our then current hourly rates. In addition, you will be billed for all tolls, parking fees, and related expenses that we incur if we provide onsite services to you.

Appointment Cancellations. You may cancel or reschedule any appointment with us at no charge by providing us with notice of cancellation at least one business day in advance. If we do not receive timely a notice of cancellation/re-scheduling, or if you are not present at the scheduled time or if we are otherwise denied access to your premises at a pre-scheduled appointment time, then you agree to pay us a cancellation fee equal to two (2) hours of our normal consulting time (or non-business hours consulting time, whichever is appropriate), calculated at our then-current hourly rates.

Automated Payment. You may pay your invoices by credit card and/or by ACH, as described below. If you authorize payment by credit card and ACH, then the ACH payment method will be attempted first. If that attempt fails for any reason, then we will process payment using your designated credit card.

- **ACH.** When enrolled in an ACH payment processing method, you authorize us to electronically debit your designated checking or savings account, as defined and configured by you in our payment portal, for any payments due under this SOW. This authorization will continue until otherwise terminated in writing by you. We will apply a \$30.00 service charge to your account for any electronic debit that is returned unpaid due to insufficient funds or due to your bank's electronic draft restrictions.
- **Credit Card.** When enrolled in a credit card payment processing method, you authorize us to charge your credit card, as designated by you on our payment authorization form, for any payments due under this SOW.

911 Limitations

911 Dialing / Emergency Dialing – Limitations.

The VoIP Service ("VoIP Service") does not support traditional 911 or E911 access to emergency services in all locations. The 911 dialing feature of the VoIP Service is not automatic; Client must take affirmative steps to register the address where the VoIP Service will be used in order to activate the 911 Dialing feature. Client understands that Client must inform any users of the VoIP Service of the non-availability of traditional 911 or E911.

When a VoIP calling device is registered in a particular location, it cannot be moved without re-registering the device in the new location. Client understands that it is the client's responsibility to confirm the accuracy of Client's service address upon initial registration and upon any further changes, additions or Transfers of phone numbers. Client shall hold Verticomm harmless for any and all claims or causes of action arising from or related to Client's inability to use traditional 911 or E911 services.

When an emergency call is made, one or more third parties use the address of Client's registered location to determine the nearest emergency response location, and then the call is forwarded to a general number at that location. When the emergency location receives Client's call, the operator will not have Client's address and may not have Client's phone number. Client understands and agrees that users of the VoIP System must provide their address and phone number in order to get help. Client hereby authorizes Verticomm to disclose Client's

name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to Client's registered location.

Client understands and agrees that 911 dialing does not and will not function in the event of a power failure or disruption. Similarly, the hosted VoIP Services will not operate (i) during service outages or suspensions or terminations of service by Client's broadband provider or ISP, or (ii) during periods of time in which Client's ISP or broadband provider blocks the ports over which the VoIP Services are provided. Client further understands and agrees that 911 Dialing will not function if Client changes its telephone number, or if Client adds or ports new telephone numbers to Client's account, unless and until Client successfully register its location of use for each changed, newly added or newly ported telephone number.

Client expressly agrees not to use VoIP System for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns.

Verify 911 Activation Status. To check Your 911 activation status, log into your account or contact our support

911 Limits Notification. Each phone provided with your VoIP services is shipped with a notification label of 911 limitations. Client agrees to place the notification in a conspicuous location near the all devices capable of connecting to the VoIP services.

Alternative Access to 911 Services. You acknowledges and agrees that you are responsible for purchasing alternative third party services using traditional wireless or landline telephone services as a backup means of completing emergency calls if you are not comfortable with the limitations of the VoIP services.

SecureSync (R) Data Storage Capacity and Limitations

SecuriSync Storage. User Storage is shared space calculated at 10GB per user. Storage can be increased for an additional charge. Please contact your Inside Sales Representative for Pricing. If you reach your allotted storage space, the servers may stop accepting, processing or delivering data resulting in possible data loss or loss of server availability. SecuriSync storage is configured for system redundancy.

SecuriSync Deletion. Files can be deleted permanently upon request to free space. Permanently deleted items cannot be retrieved. Verticomm is not responsible for damages due to data loss related to permanently deleted items.

SecuriSync retention. The retention of files can be custom set upon request for file versions and for deleted items. Once files have dated outside the retention time period, the files will be automatically and permanently deleted. Verticomm is not responsible for damages that you suffer due to a retention period policy setting of your account, or any damage resulting from the loss of data as a result of those settings.

SecuriSync data must be backed up prior to the termination of your Verticomm Voice account. Your data will not be stored, restored or provided on media of any kind prior to termination of your account. Once your account is terminated, data is permanently deleted from the servers. It is your responsibility to backup or migrate your data prior to termination or any other action that may result the deletion of data from the server.

Voice Services Availability

Verticomm's Provider will use commercially reasonable efforts to provide 99.9% Network Availability and 99.9% Cloud Voice Availability on a calendar-month basis. **"Network Availability"** means the monthly uptime percentage excluding scheduled maintenance that Voice Telco Services guarantees during any monthly billing cycle. **"Cloud Voice Availability"** means the functioning of all Cloud Voice Services including telephony and conferencing services that have a direct impact on new call attempts and call completions that Voice Telco Services guarantees during any monthly billing cycle. Secondary capabilities, such as voicemail availability, are not included in Cloud Voice Availability.



Exclusions. Loss of Service Availability caused by (i) issues beyond Verticomm Provider's reasonable control, including, without limitation, denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, hardware failure, Internet availability, Your portion of the network, IP transit provider issues, SYN attacks or any other Force Majeure Event; or (ii) any loss of Services related to periods of time where customer premises equipment is being replaced or repaired; or (iii) any issues related to the Services due to number porting, whether inbound or outbound; or (iv) other issues addressed in this SLA, will be excluded from Service Availability calculations.

APPENDIX A - VERTICOMM VOICE LOCATIONS/OTHER

Appendix A - Managed Services

1. Service Locations:

Location Address:
121 W 6TH ST Walsenburg, CO 81089

2. Other:

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STATEMENT OF WORK ONBOARDING VERTICOMM VOICE

SCOPE OF SERVICES

This Statement of Work ("SOW") is governed under the Master Service Agreement (the "Agreement") between Verticomm, a division ACP ("Verticomm", "we", "us", or "our"), and Department of Social Services - Walsenburg ("you", "your" or "CLIENT"), the entity who accepts the proposal/quote to which this SOW is attached (the "Quote"). This SOW is effective as of date on which you accepted the Quote ("Effective Date").

The Statement of Work ("SOW") will be used to describe the tasks and associated deliverables required for a successful implementation. Verticomm understands that time is of the essence in the fulfillment of this agreement, and Verticomm will take all reasonable actions within its power to meet the deadlines stated. Verticomm understands the Project Scope to involve the following activities:

- Conduct a Project kick off meeting with Client to develop programming strategy and review phone number list.
- Conduct database review meeting(s) to review programming.
- Program phone system according to the requirements established in the kickoff meeting.
- Configure Unified Communication Licenses, phones and any additional equipment included in the Quote.
- Schedule and coordinate Client User Acceptance Testing (UAT) to be completed by the Client.
- As applicable, make recommendations for changes that should be considered to the environment.
- Provide remote training.
- Port Client phone numbers in the quantity identified in the quote.

SITE OF PERFORMANCE

Performance of the Services will be at the following CLIENT location(s):

Site Address:	Bill To:
121 W 6TH ST Walsenburg, CO 81089	121 W 6TH ST Walsenburg, CO 81089

DETAILED PROJECT PLAN AND ESTIMATED TIMELINE

A Project Plan including specific dates for project completion milestones will be created by Verticomm and given to the CLIENT after full discovery is completed.

VERTICOMM RESPONSIBILITIES

Verticomm shall have the following project management responsibilities:

- Provide a single point of contact for the duration of the project

- Develop and present to CLIENT a programming plan according to CLIENT requirements
- Gather all pertinent information for the project
- Create a Project Plan
- Achieve approval for the Detailed Project Plan by both Verticomm and the CLIENT
- Coordinate equipment rollout schedule in accordance with the Detailed Project Plan
- Schedule on-site resources
- Provide and receive project status updates on an agreed time basis and as milestones are achieved
- Schedule and attend status and planning meeting before actual configuration work commences
- Deliver the services specified in the “Scope of Services” Section
- Work with CLIENT in creating User Acceptance Testing (UAT) Plan
- Create/Present Delivery and Acceptance form for CLIENT Signoff

CLIENT RESPONSIBILITIES

CLIENT shall have the following project management responsibilities:

- Designate a person as the Point of Contact (POC) for this project communication, and who has the authority to act on all aspects of the services and responsible for testing per the project plan timeline (POC)
- Provide a current phone bill detailing all current phone numbers (The bill must be dated within 30 days of the project kickoff meeting)
- Provide Verticomm with access to CLIENT’s facilities
- Notify Verticomm Project Engineer of any POC or schedule change within five (5) business days of any scheduled activity
- Work with assigned Project Engineer in creating User Acceptance Testing (UAT) Plan
- Follow UAT Plan to complete User Acceptance Testing
- Sign off on UAT Migrate Acceptance form once UAT is complete
- CLIENT will cancel any services with the existing dial tone provider once porting has completed

ASSUMPTIONS

Verticomm has created this SOW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

- CLIENT acknowledges that the success of the proposed engagement relies on collaboration (response to questions, open accurate information sharing and periodic communication with Verticomm by phone or email) and participation by CLIENT staff members. Verticomm assumes that an accepted response time will be 24 hours or one business day.
- Upon acceptance of this Scope of Work (proposal), Verticomm Project Engineer will schedule the project with the CLIENT. The proposed schedule will be based on the availability of Verticomm resources. All efforts will be made to accommodate the client’s specific scheduling needs. Verticomm does not commit any professional services resources until the client approves the project in writing.
- CLIENT has the proper infrastructure in place that meets or exceeds current standards for data and/or voice transmission.
- CLIENT has all cables properly terminated for desired endpoints.

DELIVERABLES

This SOW will produce the specific deliverables and/or objectives (“Deliverables”) listed below. Costs contained in this SOW were created based on these Deliverables and objectives only. Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by

both parties. Except as explicitly set forth in this SOW, Verticomm shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following CLIENT's acceptance thereof.

- Software and equipment in the quantities listed on the Quote will be configured for the CLIENT's main location.
- Phone system will be programmed as agreed upon by CLIENT

COMPLETION

Upon completion of all work, Verticomm requires the CLIENT to sign the Notice of Completion (Schedule A), indicating the completion of the project. If a Service or Deliverable is deemed incomplete for any reason, CLIENT shall provide written notification to Verticomm. This Notice of Completion shall be completed by the CLIENT and submitted to Verticomm within five (5) business days upon Verticomm's notification to the CLIENT that the work is complete. The work is deemed completed and accepted by the CLIENT if Verticomm does not receive this notice within such.

It may become necessary to amend this SOW for reasons including, but not limited to, the following: time.

CHANGE MANAGEMENT PROCEDURE

CLIENT changes to the Statement of Work (SOW) and/or specifications for the Services or Deliverables

- CLIENT changes the POC causing a delay in project timeline
- Non-availability of resources that are beyond either party's control such as vendors/partners
- Environmental or architectural impediments not previously identified
- Failure of Verticomm or CLIENT to act on the responsibilities of each party as stated in this SOW
- In the event either party desires to change this Statement of Work; the following procedure will apply:
- Upon request, Verticomm will submit the Change Management Request and Authorization form ("Change Request"), which is attached as Appendix B, to the other party. The Change Request will describe the nature of the change, the reason for the change, and the impact the change will have on the Scope of Work, which may include changes to the Deliverables and the schedule.
- A Change Request may be initiated either by the CLIENT or by Verticomm for any changes to the SOW. The designated Program/Project Engineer of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.
- Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of, this SOW.
- Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in the original SOW or previous fully executed Change Request, the terms and conditions of the most recent fully-executed Change Request shall prevail.

SCHEDULE

Verticomm and the CLIENT will determine a schedule for work to be performed once execution of this SOW occurs. The schedule will include expected response times for CLIENT to review and complete tasks (if necessary). Verticomm will use commercially reasonable efforts to timely complete the Services.

SERVICES COSTS & TERMS

For costs and terms please reference agreements.

Scope of Work Expiration

This SOW has an expiration of 30 days from the time of presentation to the CLIENT. If not authorized by signature to begin work within this timeframe, this becomes void and will need to be reissued in order to become valid.

SoW Creation Date	SoW Expiration Date
MM/DD/YYYY	MM/DD/YYYY
Engineering Approval Date	Engineer Approval
MM/DD/YYYY	

ADDITIONAL SERVICES REQUIRED

Should it become apparent that factors beyond Verticomm's control require for additional services in order to complete the project described herein, a written estimate of such additional services and their charges will be provided to the CLIENT by the Project or Account Manager prior to proceeding therewith. Upon receipt of the estimate, the CLIENT shall, within ten (10) days, provide a written acceptance or rejection of the estimate. Beyond the date of rejection of the estimate (either in writing or at end of the ten (10) day period), Verticomm shall have no obligation to perform the additional services.

APPENDIX B - SOW

CHANGE MANAGEMENT REQUEST AND AUTHORIZATION

In reference to the section titled "Change Management Procedures" of the above referenced Statement of Work between Verticomm, a division of ACP ("Verticomm") and Department of Social Services - Walsenburg ("CLIENT"), both parties hereby certify, by the signature of an authorized representative, that this Change Management Request and Authorization will amend and be fully incorporated into the existing Statement of Work (SOW).

1. Reason for Change Request:

2. Changes to SOW:

3. Impact to Schedule:

4. Cost:

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Change Management Request and Authorization to be fully executed.

Department of Social Services - Walsenburg

Verticomm

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX C - SOW

DELIVERY AND ACCEPTANCE

The undersigned does hereby acknowledge the complete and satisfactory delivery and installation of all products (if applicable) and completion of the Scope of Work included in this agreement.

List of Delivered Equipment

Quantity	Description	Serial Number

(Authorized Signature) (Title)

(Print Name of Signer)

(Date)



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: May 28, 2024

ITEM NAME: Help America Vote Act (HAVA) Grant Application

SUBMITTED BY: Robert Gilbert, Management Fellow

SUMMARY: There are accessibility and security improvements to the Courthouse necessary for the County Clerk & Recorder’s Office to better facilitate the election process and be in compliance with legislative changes regarding elections procedures that can be funded through the HAVA grant, for which the CO Department of State recommended the County apply. We have determined necessary projects in three target areas: 1) Courthouse Door Locks; 2) Courthouse Cameras; and 3) Concrete Work in the Courthouse Parking Lot. The first two projects have combined quotes through Convergint equalling \$81,794.53 and we are awaiting quotes on the concrete work. Grant applications are due by May 31, 2024.

RECOMMENDATION: Recommend the BOCC move to approve Staff apply to the Help America Vote Grant in an amount reflective of the sum of a reasonable quote for the Concrete project and the two Convergint quotes.

BACKGROUND: The Colorado Department of State is making HAVA funds available to Colorado counties to assist in election administration. The HAVA grant will fund up to 100% of an application as a reimbursement grant with no match.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____
NOTES:



7330 South Alton Way - 12K
Centennial, Colorado 80112
Phone | Mobile 720-660-4944
justin.land@convergint.com

Item 7n.

May 17, 2024

Huerfano County
401 Main Street

Walsenburg, Colorado 81089

Attention: Anthony Luginbill

Quotation: JL27687590P
Project: Huerfano County - Verkada Cameras
5 Year Cloud Services
401 Main Street
Walsenburg, Colorado 81089

Project Investment

Total \$43,880.29

Scope of Work – Materials Only

Convergint will provide and ship the devices listed on the below Bill of Materials to Huerfano County.

Clarifications and Exclusions

- Shipping is included in this proposal
- Material sale only, no installation or other services provided required.
- Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergint and its suppliers to avoid such delays. Customer agrees to provide Convergint with reasonable extensions of time to the extent of any such delays and Convergint agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergint’s proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergint actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergint’s initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergint agrees that it shall make commercially reasonable efforts to minimize any such increase.

Bill of Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	4.00	CB62-512TE-HW	CB62-TE Outdoor Bullet Camera, 512GB, 30 Days Max	\$1,763.36	\$7,053.44
2	2.00	CH52-1TBE-HW	CH52-E Outdoor Multisensor Camera, 1TB, 30 Days Max	\$3,341.93	\$6,683.86
3	8.00	CD62-30E-HW	CD62-E Outdoor Dome Camera, 512GB, 30 Days Max	\$1,577.64	\$12,621.12
4	2.00	ACC-MNT-XLARM-1	Large Arm Mount (PTZ)	\$147.64	\$295.28
5	2.00	ACC-MNT-MPEND-1	Mini Pendant Cap Mount	\$73.36	\$146.72

6	8.00	ACC-MNT-ARM-1	Arm Mount	\$91.93	\$735.44
15	2.00	LIC-CH52-5Y	5-Year CH52 Multisensor Camera License	\$2,506.21	\$5,012.42
16	12.00	LIC-CAM-5Y	5-Year Camera License	\$834.79	\$10,017.48

Equipment Total	\$42,565.76
Shipping	\$1,314.53
Estimated Sales Tax	\$0.00
Total Project Price	\$43,880.29

Total Project Investment:

\$43,880.29

Thank you for considering Convergent for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Convergent
Justin Land

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Customer Name (Printed)

May 17, 2024

Authorized Signature

Title

Convergent Technologies Terms and Conditions (Install & T&M)

Version 4.0 (US AND CANADA) July 2023

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes any and all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

No monitoring services, including UL listed monitoring, are included in the Work. Any such services shall be governed and provided by a separate agreement.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the site which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent;
- d. To remove site obstacles and job safety hazards;
- e. To promptly participate and approve acceptance testing, if applicable;
- f. Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- g. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO CUSTOMER'S PREMISES OR THIRD PARTIES. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement). Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any

other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including weapons, gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent and Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGENT, CONVERGENT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGENT AND CONVERGENT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergent agrees to comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

If during the course of its Work, Convergent encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergent shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergent is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

SECTION 11. PERSONAL DATA & SECURITY

Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergent from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Customer acknowledges it has reviewed Convergent's Privacy Policy available at <https://www.convergent.com/privacy-policy/>, "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergent provides cybersecurity services, such services are provided "as is" without warranties or representations of any kind, whether express or implied. Convergent will follow Customer-specified policies to access (including remotely access) Customer information systems; however, Convergent will not be responsible for technical problems that may occur resulting from Convergent following Customer's instructions or for information security losses or harms to the extent that they are not due to the fault of Convergent. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergent shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergent for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergent.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergent notifies Customer of a material breach pursuant to this paragraph, Convergent may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergent.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergent arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergent are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, Customer acknowledges that it reviewed the Important Product Safety and Service Information at <https://www.convergent.com/terms/>.

STATE OF COLORADO
Department of State
 1700 Broadway, Suite 550
 Denver, CO 80290



Jena M. Griswold
Secretary of State
 Christopher Beall
 Deputy Secretary of State

2024 Election Improvement Grant Description

The Colorado Department of State is committed to improving our elections. In 2024, the Department anticipates that Colorado counties will continue to face a variety of challenges in the administration of Federal elections. To ensure the safety of voters, election judges, and county staff at Voter Service and Polling Centers (“VSPC”s) and 24-hour drop boxes, extra security measures may be needed. Some counties must operate VSPCs in buildings that have aging or outdated accessibility features. And many counties may still be working with miscellaneous older materials and outdated technology which could be upgraded to improve the administration of elections.

Therefore, to assist the administration of Federal elections in the state of Colorado for 2024, the Colorado Department of State (“CDOS”) is making Help America Vote Act (“HAVA”) funds available to all 64 Colorado Counties for the purpose of improving the administration of Federal elections in 2024.

Reimbursement Eligibility

All Colorado counties are eligible to apply for reimbursement under this grant program for one-time costs associated with the security, accessibility, and availability of VSPCs, drop boxes, and other election locations; and other miscellaneous eligible HAVA expenses used to improve the administration of Federal elections in 2024.

CDOS will fund up to 100% of eligible expenses as determined after review and receipt of all grant applications and subject to all State and Federal fiscal rules and requirements.

Costs Eligible for Reimbursement

CDOS will reimburse each eligible county for up to 100% of any **one-time costs** directly related to the improvement of security, accessibility, and other miscellaneous HAVA eligible costs.

The improvement of security at VSPCs and 24-hour drop boxes may include but is not limited to:

- Adding or upgrading locks or key card access to areas where election activities occur.
- Upgrading 24-hour drop box surveillance footage.
- Increasing the performance of surveillance systems
- Hiring additional security personnel at voting locations.
- Increasing or improving county physical security posture
- County network infrastructure improvements

STATE OF COLORADO
Department of State
 1700 Broadway, Suite 550
 Denver, CO 80290



Jena M. Griswold
Secretary of State
 Christopher Beall
 Deputy Secretary of State

- Domain upgrades to .gov

The improvement of **accessibility** at VSPCs and 24-hour drop boxes may include but is not limited to:

- Installation of ramps at voting locations
- Parking lot or curb accessibility improvements at voting locations
- Installation of automatic door openers at voting locations
- Costs associated with improved language assistance at VSPCs for voters with limited English proficiency
- Adding handicap parking to polling places to include repaving

Other **miscellaneous HAVA** eligible costs for reimbursement under this grant may include, but are not limited to:

- Any costs that **improve** the administration of Federal elections in 2024 such as increasing the quantity or quality of existing systems in a way that would improve upon their purpose.
- Voter education materials at VSPCs and drop boxes concerning voting procedures, rights, and technology, such as better and clearer signage directing voters how to vote and their rights concerning voting in Federal elections.
- Costs associated with improving the training of election judges such as acquiring better, or additional, training tools and materials.

Costs that are **NOT** eligible for reimbursement under this grant program include:

- Voting systems components
- Multi-year cost obligations
- Capital projects that will reach across years
- Voter outreach
- Costs associated with voter registration
- Any costs already incurred by the county prior to signing a grant agreement
- Any costs that are, or will be, covered by another grant or reimbursement
- Any costs that will be reimbursed through the statutorily required county reimbursement of costs for conducting the Presidential Primary or General Election
- Any costs that the Department determines, or the Department is informed, are not eligible under federal guidelines or rules for the HAVA program

STATE OF COLORADO
Department of State
 1700 Broadway, Suite 550
 Denver, CO 80290



Jena M. Griswold
Secretary of State
 Christopher Beall
 Deputy Secretary of State

Application Process

1. The county must submit a completed grant application with all quotes and estimates for items to be reimbursed under this grant program to Daniel.Pickard@coloradosos.gov.

YOU MUST SUBMIT YOUR GRANT APPLICATION AND ALL QUOTES AND ESTIMATES BY **MAY 31st, 2024**, TO BE ELIGIBLE FOR FUNDING UNDER THIS GRANT.

2. After the grant application deadline, CDOS will review all grant applications to determine eligible items and amounts to be covered under this grant. After initial review of all grant applications if there are remaining funds that can be awarded, CDOS will reopen the application period for counties. And any second-round applications after the initial deadline will be considered and reviewed as they are received on a case-by-case basis.
3. In June, CDOS will begin informing counties that applied for grant award amounts along with grant agreements to be reviewed and signed by the county.

Final Reimbursement Payment

1. To receive a final reimbursement payment, you will need to submit all final invoices, receipts, or proof of payroll for all eligible items under this grant no later than **December 31, 2024**, to Daniel.Pickard@coloradosos.gov

April 25, 2024

Huerfano County
401 Main Street

Walsenburg, Colorado 81089

Attention: Anthony Luginbill

Quotation: JL27648646P
Project: Huerfano County - 401 Main St.
Axis Access Control
401 Main Street
Walsenburg, Colorado 81089

Project Investment

Total \$37,914.24

Scope of Work

- Convergint will install a new Access Control Server & Controllers in the IT Room in the lower level.
- Convergint will pull new cable to the (8) doors from the IT Room.
- Convergint will install flex at the lower-level exterior door on the ADA ramp.
- Convergint will install wire mold at the interior doors.
- Convergint will replace the maglocks on the (2) exterior doors with delay egress maglocks.
- Convergint will install new card readers and new exit buttons on the (2) exterior doors.
- Convergint will install new card readers & new door closers on (3) interior doors (reuse the electric strikes).
- Convergint will install a new card reader, a new electric strike, & a new door closer on (3) interior doors.
- Convergint will connect the Access Control panel to the customer's network.
- The customer will need to provide (6) IP addresses and (6) ports on the network switch.
- Convergint will terminate the cable to the door devices and the Controllers.
- Convergint will program and test the doors.
- The customer will provide a card holder list with card numbers.
- Convergint will provide 200 new access cards.
- Convergint will train the customer on the new system including how to enroll card holders.

Cyber Security – Device Hardening / Password and Patch Management

Convergint’s Core Cyber hardening is an effort to provide a base level of cyber hygiene for the systems and devices provided by Convergint. Affected systems and devices can include network cameras, servers, workstations, networks, panels, controllers, and other networked devices. Unfortunately, within the security integration space, systems are often deployed in a predominantly default state; without adequate hardening and are often overlooked by traditional IT departments. Hostile actors can compromise these devices and systems to gain an initial foothold into an organization’s network and use security devices/systems as a bridgehead to delve deeper into the network.

To combat this risk, Convergint developed device and system hardening practices that, when employed, make systems exponentially more difficult to exploit. These practices align with NIST Framework, SANS Top 20 Security Controls and manufacturer specific hardening guides.

As defined by NIST, Convergint “develops and implements appropriate safeguards to ensure delivery of critical infrastructure service.” These safeguards include:

- Ensuring device firmware, credentials, and security settings are current and compatible with deployed applications.
- Installing applications and software while limiting the installation to only the required components, services, and ports.
- Establishing server and workstation controls to minimize additional risk by applying policies, strong credentials, firewall settings, and patches.
- Corroborating network settings and configurations to reduce points of vulnerability while maximizing performance.
- Providing system wide password and patch management.
 - Convergint utilizes encrypted SecretServer for storage of complex passwords

These core hardening practices are included in this proposal by default. As an additional service, Convergint can offer enhanced cyber security consultations as it relates to the systems we provide. These are workshops that provide additional recommendations and implementations to further reduce risk.

Change Control Parameters

Convergint is proud to present this proposal with a solution we believe meets your needs with our highly skilled team of Specialists to design, install, program, test and commission your system utilizing best-in-class manufacturer partners. Additional system capabilities or scope additions shall be assessed as additional scope and a change order with cost impact will be presented. Each change order will require written acceptance.

Clarifications and Exclusions

1. All work to be performed during normal business hours (7am-5pm)
2. Convergint PM to provide weekly updates.
3. Upon contract execution Convergint will invoice 50% of the project price for project setup, including: material procurement, engineering, permitting, allocation of resources and management.
4. After the initial invoice, monthly progress billing will include work performed and material shipped from manufacturer. Project specific schedule of values and percentages to be negotiated.
5. Convergint extends no warranty to existing devices or devices procured through other sources.
6. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergint and its suppliers to avoid such delays. Customer agrees to provide Convergint with reasonable extensions of time to the extent of any such delays and Convergint agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergint's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergint actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergint's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergint agrees that it shall make commercially reasonable efforts to minimize any such increase.

Bill of Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	Head End				
2	1.00	01617-001	Axis S1116 Server	\$3,482.77	\$3,482.77
3	5.00	02653-001	Axis A1610 2 Door Controller	\$758.57	\$3,792.85
4	200.00	9436-3M	MiFare Access Card Credential	\$2.63	\$526.00
5	Doors				
6	10.00	3MIL-R11330-NB	MiFare Card Reader	\$277.94	\$2,889.40
7	1.00	SDC1511SNAKV	SINGLE DELAYED EGRESS MAGLOCK	\$912.94	\$1,825.88
8	1.00	SDC1511TNAKV	DOUBLE DELAYED EGRESS MAGLOCK	\$1,770.75	\$1,770.75
9	2.00	EEB2	PUSHBUTTON PUSH TO EXIT XM FOR USE WITH XMS MOTION SENSOR	\$119.11	\$238.22
10	3.00	8000C-630	Electric Strike	\$190.22	\$570.66
11	6.00	210TPNG	Door Closer	\$123.51	\$741.06
12	Misc.				
13	1.00	Misc.	Misc. Equipment & Cable	\$2,234.18	\$2,234.18

Equipment Total	\$16,773.83
Labor & Travel Total	\$20,485.00
Freight	\$655.41
Estimated Sales Tax	\$0.00
Total Project Price	\$37,914.24

Total Project Investment:

\$37,914.24

Thank you for considering Convergent for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Convergent
Justin Land

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Customer Name (Printed)

April 25, 2024

Authorized Signature

Title

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes any and all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

No monitoring services, including UL listed monitoring, are included in the Work. Any such services shall be governed and provided by a separate agreement.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the site which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent;
- d. To remove site obstacles and job safety hazards;
- e. To promptly participate and approve acceptance testing, if applicable;
- f. Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- g. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO CUSTOMER'S PREMISES OR THIRD PARTIES. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement). Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any

other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including weapons, gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent and Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGENT, CONVERGENT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGENT AND CONVERGENT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergent agrees to comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

If during the course of its Work, Convergent encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergent shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergent is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

SECTION 11. PERSONAL DATA & SECURITY

Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergent from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Customer acknowledges it has reviewed Convergent's Privacy Policy available at <https://www.convergent.com/privacy-policy/>, "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergent provides cybersecurity services, such services are provided "as is" without warranties or representations of any kind, whether express or implied. Convergent will follow Customer-specified policies to access (including remotely access) Customer information systems; however, Convergent will not be responsible for technical problems that may occur resulting from Convergent following Customer's instructions or for information security losses or harms to the extent that they are not due to the fault of Convergent. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergent shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergent for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergent.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergent notifies Customer of a material breach pursuant to this paragraph, Convergent may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergent.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergent arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergent are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, Customer acknowledges that it reviewed the Important Product Safety and Service Information at <https://www.convergent.com/terms/>.



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: Tuesday, May 28, 2024

ITEM NAME: Local Planning Capacity Grant Application

SUBMITTED BY: Carl Young, County Administrator

SUMMARY: This is a request to apply for a Department of Local Affairs Local Planning Capacity Grant to help the County advance housing projects and coordinate with other local governments and community organizations to develop a housing framework. The proposed project budget is \$145,000 of which \$116,000 would come from DOLA and the County would contribute \$29,000. The County’s match would come from American Rescue Plan Act Funds. Funds would be used to hire consultants to help advance projects as well as for a part time employee to assist with local coordination.

RECOMMENDATION: Motion to approve the application for a DOLA Local Planning Capacity Grant in the amount of \$116,000 and with a County match of \$29,000.

BACKGROUND: The Local Planning Capacity Grant is intended to increase the capacity of local government planning departments responsible for processing land use, permitting, and zoning applications for housing projects. The program supports local governments’ capacity to address affordable housing, especially by expediting development review, permitting, and zoning of affordable housing.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

John Galusha, Chairman
Arica Andreatta, Commissioner
Karl Sporleder, Commissioner



Item 8a.

HUERFANO COUNTY GOVERNMENT ADMINISTRATOR’S REPORT

Date: May 28, 2024
To: Huerfano County Board of County Commissioners
From: Carl Young, County Administrator
Re: Report for the May 28th Regular BOCC Meeting

Please accept the following report of accomplishments, updates, and upcoming activities.

Open Positions

- Emergency Manager – Closes 5/31/2024
- Child Welfare Caseworker 1 and Foster Home Worker – Closes 06/14/2024
- Communications Officer/Dispatch – Closes 6/14/2024
- Sheriff’s Office Secretary – Closed 6/14/2024
- Deputy Officer – Open Until Filled
- Detention Officer – Open Until Filled

All County Job Openings, including duties, qualifications, and wages are posted on the County Website at <https://www.governmentjobs.com/careers/huerfano>

Notes to the Board

- The City Town County Meeting is scheduled for 6:30PM on Tuesday June 11, 2024 at Lathrop State Park
- The County was awarded a Community Wildfire Defense Grant in the amount of \$180,000 from the US Forest Service for development of a Community Wildfire Protection Plan.
- We have received notice of incoming opioid funds in the total amount of \$9,947.64. Funds are expected to arrive between the end of June and Mid-July.
- In order to afford the applicant on Land Use Permit 24-008, Amos Mace, the opportunity to be present for the hearing on the application I have proposed to hold the hearing on June 25, 2024 during the regularly scheduled BOCC meeting.
- We are working with McKinstry, San Isabel Electric Association, and AdPro to have a ribbon cutting for the solar systems and the Energy Performance Contracting Project generally. We are currently shooting for Mid-July.

- Huerfano County Economic Development Inc. is hosting a ribbon cutting for the new Industrial Park this Wednesday (5/29) at 4:30PM

Activities

- May 15, 2024 – Hosted Colorado Economic Development Commission, OEDIT Executive Director Eve Lieberman, and OEDIT Staff for a tour of the Wheelhouse and a discussion about economic development in Huerfano County. Thanks to Carlton Croft, Thea Chase, and the team at HCED.
- May 15, 2024 – Met with Ryan, LLC and McKinstry about our Income Tax Credit Application. Three buildings were approved for the low income bonus: the Huerfano County Community Center, Law Enforcement Center, and Judicial Center. Department of Human Services was submitted but did not receive an allocation. Ryan, LLC is working to see if that application can be merged into another. The DHS system is the only one that is not active yet, as we are waiting until final confirmation on the low income bonus allocation.
- May 17, 2024 – Met with Tara Marshall and Robyn Difalco from DOLA about the Local Planning Capacity Grant
- May 20, 2024 – Board of Adjustment Meeting. The Board granted a variance reducing the setback for Michelle Glenn to 15 feet from 20 feet, which will allow her to convert a shipping container into a auxillary building. She will still need to go through the Building Authority for approval of an alternative building method.
- May 21, 2024 – Attended Broadband Roadshow. Thanks to Lola Spradley, Carlton Croft, Jill Homerding, and the team from the Colorado Broadband Office.
- May 22, 2024 – Attended Wheelhouse Management Meeting
- May 22, 2024 – Met with Larry Lucas from DOLA and Aaron Skroch from McKinstry about a case study Larry is working to develop on our Energy Performance Contracting Project and particularly the scope and impact on historic buildings.
- May 23, 2024 – Met and corresponded with Special County Attorney Nathan Shultz on a number of topics including the Law Enforcement Agreement with Walsenburg and reviewing contracts for Board consideration.
- May 24, 2024 – Met with Staff from the Water Pollution Control Revolving Fund and Dannah Koeniger on affordability of the Gardner sewer project.
- May 24, 2024 – Met with McKinstry, Form+Works Design, and Colorado Preservation Inc. on the Fox Theatre Phase 2 project to ensure everyone was on the same page for the design work.
- May 24, 2024 – Met with Huerfano Parks and Recreation District on Collaboration with the County. Discussed working together on the Riverwalk Planning Project and how we can win

support from GOCO. One or two HPRD Board Members will attend the City, County, Town Meeting.

John Galusha, Chairman
Arica Andreatta, Commissioner
Karl Sporleder, Commissioner



Item 8a.

HUERFANO COUNTY GOVERNMENT ADMINISTRATOR’S REPORT

Date: May 14, 2024
To: Huerfano County Board of County Commissioners
From: Carl Young, County Administrator
Re: Report for the May 14th Regular BOCC Meeting

Commissioners please accept the following report of accomplishments, updates, and upcoming activities.

Thorne Ranch Sale

On Tuesday, April 30th the Huerfano County Asset Management Corporation completed the first half of the sale of the Thorne Ranch to Macho Bravo, LLC. The portions that have now been sold include tracks 1 and 2, totaling 603.94+/- acres at a sale price of \$800K. The Asset Management Corporation and Macho Bravo are working on resolving an access issue before completing the remainder of the transaction.

2023 Audit

The County’s auditor conducted a site visit last week, May 6 – 10, a major milestone in completing the audit. Members of the County’s Finance team from Administration, the County Treasurer’s Office and DHS continue to work with the Auditor to complete this work on time.

Gardner Loop and Cuchara Trail Projects

Later this month or early June, we expect to begin public comment on both the Gardner and Cuchara multi-use path projects. County staff reviewed the initial drafts and asked for some changes in the alternatives before the projects go out for public comment.

Planning Commission Meeting Schedule

Regular meetings of the Huerfano County Planning Commission will be held the 2nd Thursday of the month at 1:30PM. Special meetings will be held as needed on the 4th Thursday of the month. Workshops will follow or replace meetings.

Judicial Center Security Project

County Staff met with Judge McKisson and staff from the Huerfano Combined Courts to discuss our 2024 Underfunded Courthouse Project. We have made some tweaks to the project to be more cost effective, ensure the Court’s needs are met, and provide for increased safety and security for staff and visitors at the Huerfano County Judicial Center.

Gardner Sewer Replacement Project

On May 2nd, I met with the EPA Community Grants team and the County’s water and sewer engineers at GMS to discuss our Sewer Project. We discussed the County’s congressionally directed spending award and the steps to receive that funding. Expect future updates in the coming weeks.

Gardner WaterSmart Grant

GMS is working to update the County's Application for a water telemetry system and remote reading system for GPID. The next application round is due in July.

Workforce Resiliency Grant

On Tuesday April 30th I met with Courtney Morris, the Southeast Workforce Resilience Regional Coordinator about the Workforce Resilience Grant. While we made it past the first round of review the State requested a number of changes including removing recruitment from the budget. I asked Courtney to withdraw our application because recruitment and training those recruits was a major driver of our application. She will continue to work with us on other projects and opportunities as they arise.

End of Session Newsletter

May 8, 2024

Thank you to everyone who reached out to me (either by call, text, email, mailed letter, or in-person) this past 2024 session to express your concerns, comments, and words of support. While it was a tough four months in Denver, my family and the good people of Colorado made it worth it.

My Bills This Session

- **SB24-227: Automated External Defibrillators in Public Schools.** *Status:* Passed out of both chambers
- **SB24-220: Overweight and Oversize Vehicle Permits.** *Status:* Passed both chambers. Signed by Speaker of the House
- **SB24-161: Parks and Wildlife Licenses and Passes.** *Status:* Signed into Law
- **SB24-121: Licensure of Critical Access Hospitals.** *Status:* To the Governor's Desk
- **SB24-099: PERA Employment After Retirement.** *Status:* Signed into Law
- **SB24-004: County Veterans Service Office Administration.** *Status:* Signed into Law



Pictured Above: I was proud to speak about SB24-099 as it passed on Third Reading

As always, please feel free to reach out to me. It is my honor to serve you and I always appreciate hearing from my constituents.

Faithfully,

Senator Rod Pelton

A Little Good in the Bad

Despite this session being one of the roughest I have ever experienced during my legislative career, there was some good to come out of it.

Out of 705 bills introduced, nearly 200 were killed. Two of the bills that were killed were the assault weapons ban (HB24-1292), and a bill wanting to increase electric vehicle charging stations across the state (HB24-1173). Both of these bills would have been devastating for Colorado.

Another notable achievement was the restructuring of the school finance formula. What this did was give rural school districts an additional 250 million dollars, 280 million to help support special education kids, and 380 million for at-risk kids each year. For Senate District 35, that's 7.2 million extra dollars per year for its schools.

The last major accomplishment I would like to mention is a property tax relief bill (SB24-233). This bill puts a 5.5% local district government increase cap and 6.95% residential rate adjusted by CPI. This will likely be 6.5% after adjustment. Commercial and agriculture is 27.9% in 2024, and will be ratcheted down to 25% in 2 years. This bill is a great representation of how Colorado Republicans brought economic relief to our constituents.

Senat Item 9a.

Rod Pelton



Serving Baca, Bent, Cheyenne, Crowley, El Paso, Elbert, Huerfano, Kit Carson, Kiowa, Las Animas, Lincoln, Otero, and Prowers Counties

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Denver, CO 80203	Denver, CO 80203

ROD PELTON



SENATE DISTRICT 35

130

2024

Huerfano County Noxious Weed Department Monthly Report

March-April 2024 WORK ACTIVITY TOPICS

1. R&B GIS Asset Management Program
2. Preemergent Herbicide Applications
3. State Land Board Assistance
4. Broadleaf Herbicide Treatments
5. Species To Be Aware Of
6. Rod Smircich's Departure



Charles Bryant

Huerfano County Government

5/17/2024

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- Topic #1: R&B Asset Management Program**
- Topic #2: Preemergent Herbicide Applications**
- Topic #3: State Land Board Assistance**
- Topic #4: Broadleaf Herbicide Treatments**
- Topic #5: Species To Be Aware Of**
- Topic #6: Rod Smircich’s Departure from the Department**



1. R&B GIS Asset Management Program

Upon approval for the R&B GIS Asset Management Program by the Huerfano BOCC in early March, staff began consolidating mapping data that was previously collected by R&B Superintendent Bill Burnelli and uploaded it to the Diamond Maps mapping platform. These data points were mainly for culvert and cattleguard locations throughout the county. As usual, March was a fairly windy month with periods of snow, providing the perfect opportunity to perform condition assessments among the already logged culverts and cattleguards while Noxious Weed Department field-work was impractical.

A) Areas of Focus

Given the fact that Eastern Huerfano County does not contain near as many noxious plant species among roadsides\right of ways as the western portion of the county does and that our attention will be focused among other high priority sites during the spray season, staff completed condition assessments for all cattleguards and culverts east of Interstate 25. It is anticipated that Noxious Weed Department staff will perform condition assessments during the course of routine work throughout the season. Color coded condition values (poor, fair, good) were applied to each feature after their assessment. Many of these features were constructed of non-standard materials or were vestiges of the old State Highway system, especially in areas parallel to I-25. Given the relatively high volume of summer traffic on C.R. 520, this roadway was also assessed during this slower portion of the season. This area has many aged concrete culverts with stone masonry wings, appearing to be WPA work from the 1930's. Along C.R. 520 and areas of Eastern Huerfano, there were a considerable amount of culverts that were located that had not been logged during Mr. Burnelli's assessment. These were generally in very poor condition and were in areas that may have not been in the most ideal locations to begin with.

B) Overall Culvert and Cattleguard Conditions Documented Thus Far

The tables below provide a snapshot of the overall condition of the assets inspected so far.

Culvert Conditions

Total Culverts	Good	Fair	Poor	Needs Repair\Attention	Total Inspected	Countywide % Inspected
956	69	50	53	11	172	18%

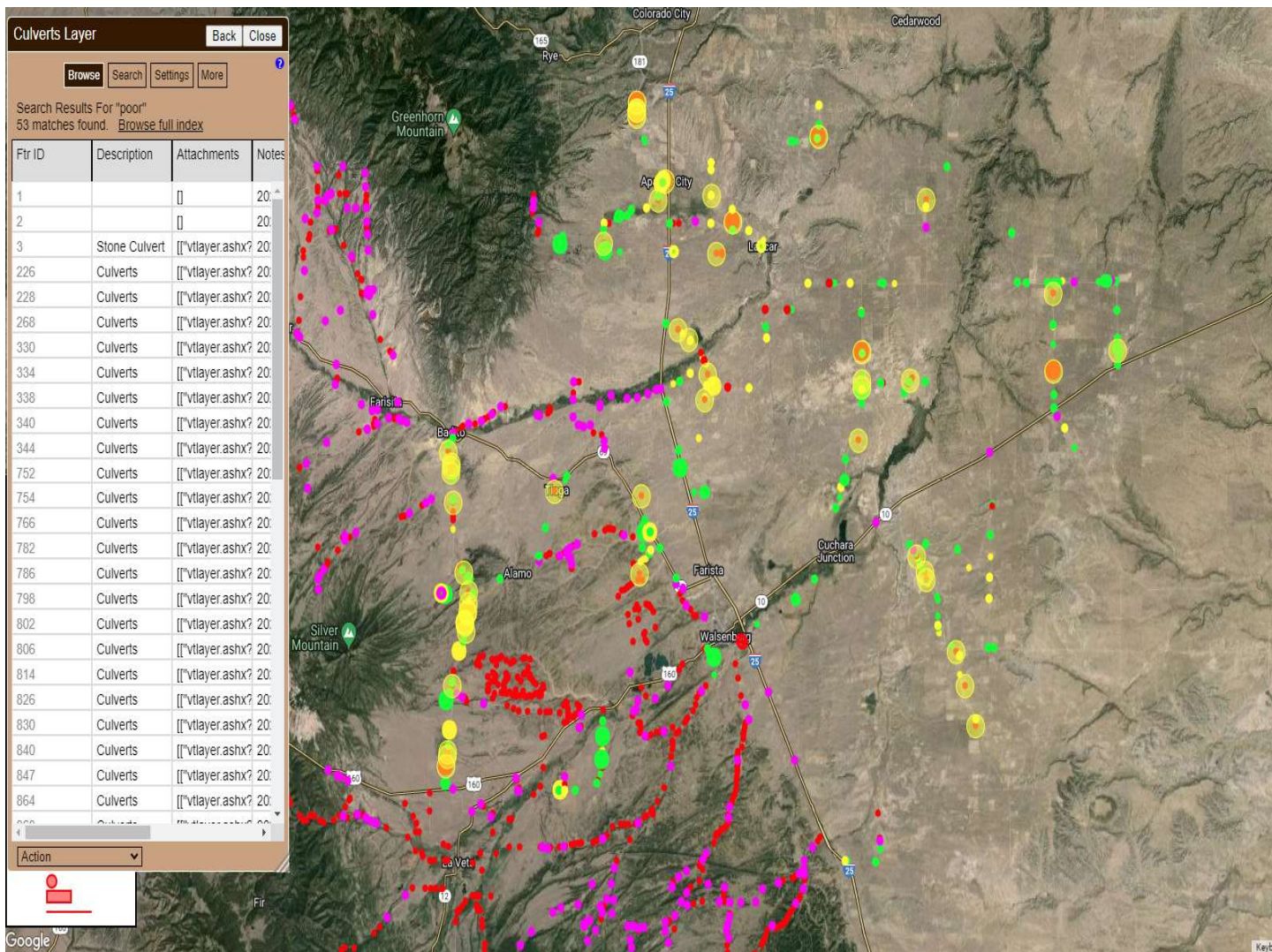
Cattleguard Conditions

Total Cattleguards	Good	Fair	Poor	Needs Repair\Attention	Total Inspected	Countywide % Inspected
434	46	62	96	6	204	47%

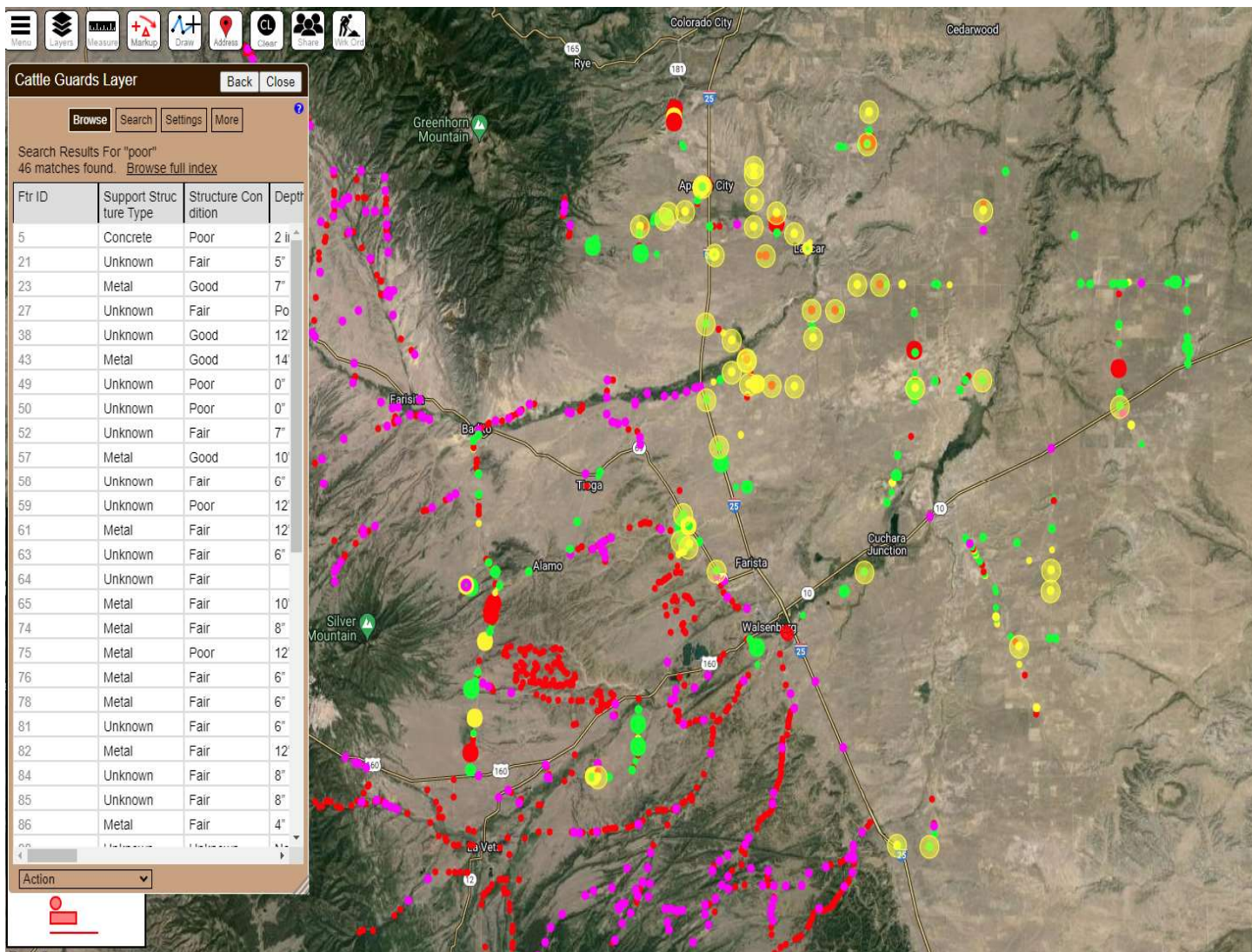
C) Color Coded Map Overview

The map image below indicates the locations of assets defined as “poor” (highlighted in yellow) being that these may be of interest to the BOCC and Administration.

Poor Condition Culverts



Poor Condition Cattleguards



D) Other Asset Features

Department staff will be expanding the types of assets being inspected and logged into the system. These additional features will eventually include: bridges, signs, guardrails, etc. Staff will coordinate with R&B Supervisor Hribar to determine which features\areas are of the greatest priority to be logged.

2. Preemergent Herbicide Applications

Within the months of March and April department staff completed preemergent herbicide applications among our industrial sites that we are responsible for upkeep, with the exception of the airport and Walsenburg R&B equipment yard which still need attention. The treated sites are as follows:

- 1) Capitol Hill Tower Site
- 2) Walsenburg R&B Fuel Tank & Outlying Areas
- 3) Walsenburg Community Center\Fiesta Park
- 4) Huerfano County Government Offices Parking\Alleyways (Old Courthouse, Sherriff’s Dept., Social Services)
- 5) Fox Theater
- 6) Gardner Fairgrounds
- 7) Gardner R&B Yard
- 8) La Veta Fairgrounds
- 9) La Veta R&B Yard
- 10) West end of Jogging Trail (Walsenburg)
- 11) Badito Cone Tower Site
- 12) Sheep Mountain Tower Site
- 13) New Dispatch Center Alley & Parking Lot

3. State Land Board Assistance

As in previous years, the Colorado State Board has requested assistance towards the containment and suppression of State List noxious plant species among some of the properties that they own. This will serve as a welcome, unexpected revenue source for Huerfano County as we will be netting around \$4,900 for approximately three days of work (using only one spray unit). Jesse Price with the SLB asked for us to submit a quote for this work which is located among the old Gerald Pavlick\Martinez place on Bear Creek. This project will be completed by the end of May. Mr. Price expressed a desire to engage in a more formal, annual agreement for the upcoming years. We will be sure to coordinate with the Huerfano BOCC and Administration should a more formal agreement be presented in the coming months.

4. Broadleaf Species Treatments

Upon the completion of work among the preemergent sites previously discussed in this report, department staff began our routine seasonal work of controlling State List plant species among county right-of-ways and assisting landowners through our current CDA funding source that was secured last year (CDA\USFS Post Disaster Grant). Hoary cress (whitetop) has been doing exceptionally well so far this season in many varied site throughout the county. One of our greatest success stories so far related to longstanding problem areas has been the coordination of treatments around the Corsentino Farm. This former organic farming operation had become overgrown with hoary cress along Hwy 10 and had become a serious source of concern and complaints from neighboring property owners. With the suspension of the organic “no spray” restrictions, we have been able to begin work in the immediate area, much to the satisfaction of neighboring property owners, particularly Mr. Dave Stroh.

Other high value areas treated include large monocultures along the Huerfano River around East Lascar. Similar to prior years, much of our work will be focused on the La Veta and Gardner\Chama\Redwing areas as these have the greatest densities and varieties of high priority species.

We are also happy to report that many of our 2023 treatment sites appear to be in very good condition going into the new season. There has been a drastic reduction in infested areas among many of our project sites, especially among the Oak Creek and Middle Creek corridors. Our work around the heavily infested Scotch thistle sites within La Veta (particularly areas around the railroad) has also seen a marked improvement over previous years.

5. Species to Be Aware Of

Our ample springtime moisture has allowed ideal conditions for the establishment of some of the more problematic perennial and biennial species in our area. After reviewing a number of sites throughout the county, whitetop, leafy spurge and Scotch thistle appear to be the most prolific so far. As mentioned previously in this report, the La Veta and Gardner areas carry the bulk of these infestations. Thankfully, our department has been able to forge many valuable relationships among affected landowners in these areas who are more than willing to address the noxious plant species on their properties. Of the species listed above, leafy spurge and whitetop will be among the first to complete their lifecycle, leaving a fairly slim treatment window that will close by mid-June. Scotch thistle and other perennial and biennial thistle species will have a slightly longer treatment window that is highly dependent upon temperature and moisture. The same can be said for the several species of knapweeds that we contend with as well.

6. Rod Smircich’s Departure from the Department

Just prior to the drafting of this report I was regretfully informed of the anticipated department transition for Mr. Rod Smircich who will be seeking a fulltime position within the R&B Department. The loss of this exceptional staff member will temporarily setback the operations of the Noxious Weed Department as it will be **VERY** difficult to find a replacement staff member of his work ethic, personal character and expertise. Unless otherwise directed, I would prefer to leave his position vacant for the time being given the fact that the training of a new technician this time of season will hamper the Department’s efforts and ability to complete pending projects. While disheartening to see the loss of such an exceptional worker, I can certainly understand his desire to secure a position with better wages and benefits. His presence within the R&B crew will prove to be just as valuable (perhaps more so) as his presence in the

Noxious Weed Department was. Being that his position is funded through the annual NWF Grant, I will be coordinating with the CDA\UAWMCA to transition that funding to other spending categories like herbicides and biological controls.

Moving Forward

By all indications it will be another busy season for the department. We will be focusing on the completion of pending projects, many of which are deliverables for our various grant opportunities that have been awarded. I feel confident that we can uphold our responsibilities to these commitments and will be able to advance our efforts, despite the staffing shortage\disruptions we are unfortunately facing. The condition of Huerfano County’s landscapes are in a much improved place compared to when I started in the Department ten years ago this May. Much of this success was made possible by Mr. Smircich who has worked in the department for the last five years. The transition to a 4-10 workweek will aid the department in a few ways. Under the former schedule where the work day ended at 2:30pm, it was often impractical to get very much spraying work done later in the day, especially if herbicide tanks needed refilled after 1pm. The transit back to a fill truck\site, mixing of chemicals and transit back to treatment sites created a situation where it was not feasible or efficient to return to an area, only to work a few minutes before having to return back to Walsenburg so that we could clock out on time. On the inverse side, not working on Fridays will limit our flexibility to meet with landowners and may also be problematic should adverse weather conditions complicate treatments during the course of a 4-10 workweek. Under a traditional five day workweek, landowner visits would be scheduled on days of poorer weather. Under the new schedule, some fieldwork on ideal treatment days will have to be postponed so that site visits with landowners can take place.

In closing, I would like to once again thank the Huerfano BOCC, Administration and R&B leadership for their continued support, guidance and room for advancement that you all have provided over the years. When I first hired on as a seasonal worker in the Noxious Weed Department under Darryl Crawford in 2014, I could not have imagined the opportunities for personal growth and advancement that have been forthcoming and the positive trajectory that it has provided my family from literal poverty. I feel blessed to serve in such a role, especially compared to some of the bleaker and demeaning occupations that I have known. Special thanks to the current and past leaders within our organization who saw potential in me, potential that I may not have even realized myself. Here’s to another ten years...

Monthly Report March/April 2024



Road & Bridge
Dustin Hribar

Road Maintenance

Throughout the county we have been trying to keep up with all the constant changes in the road conditions. From one day the road being too dry, to the next that it's too muddy to drive down. We are out every day trying to keep up with all the maintenance that needs done.

Projects

One of the bigger projects that was completed in the past couple months, was the cleanup of the transfer station. This project took some time to complete with the help of a lot of different employees. From the persistent hauling of the trash day in and out, to the help moving metal to the west side of the lot.



I wish I would have had a picture to add from what it looked like before the cleanup began. It would have been a good comparison to show the amount of work that went into this project.

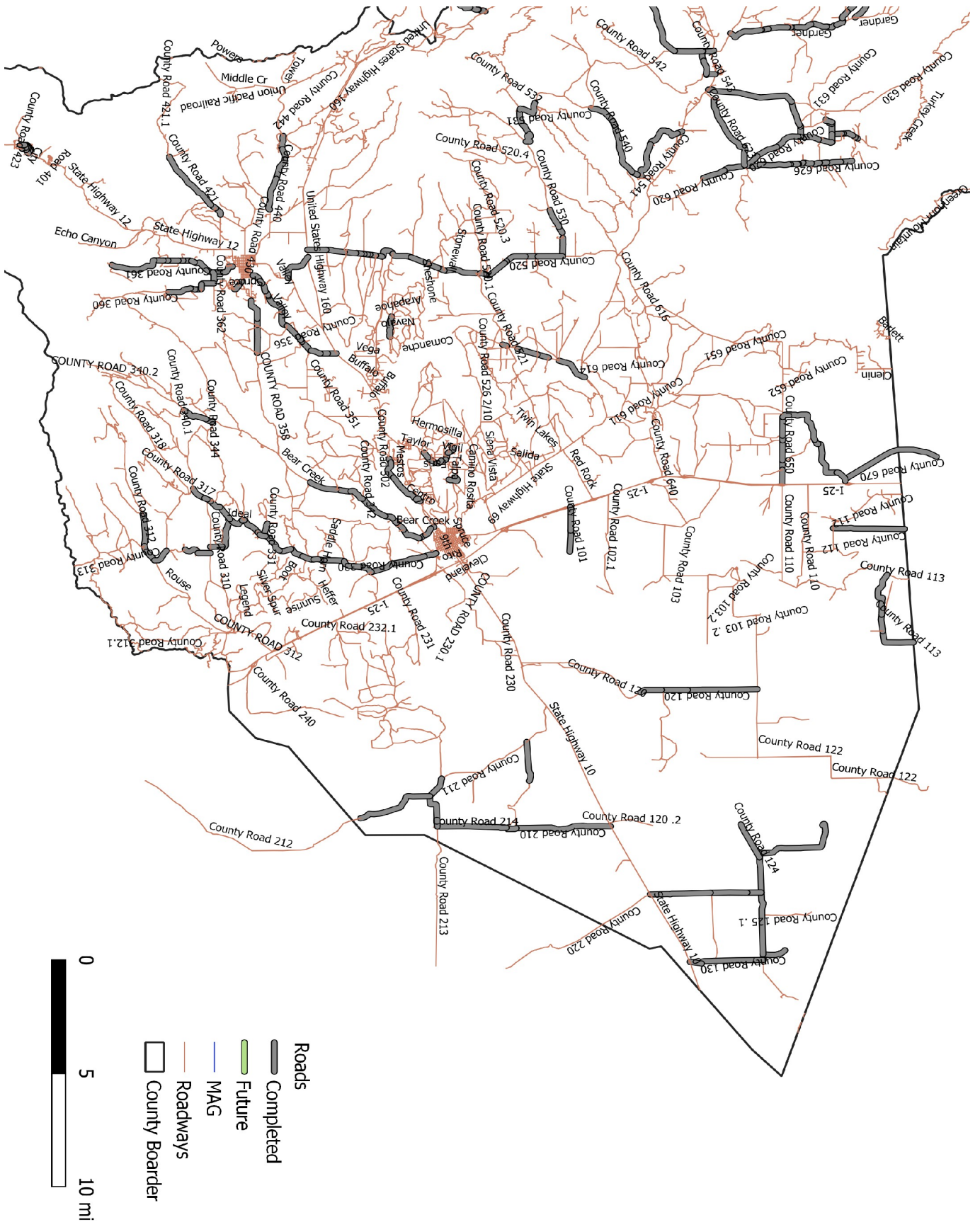
Gravel Operations

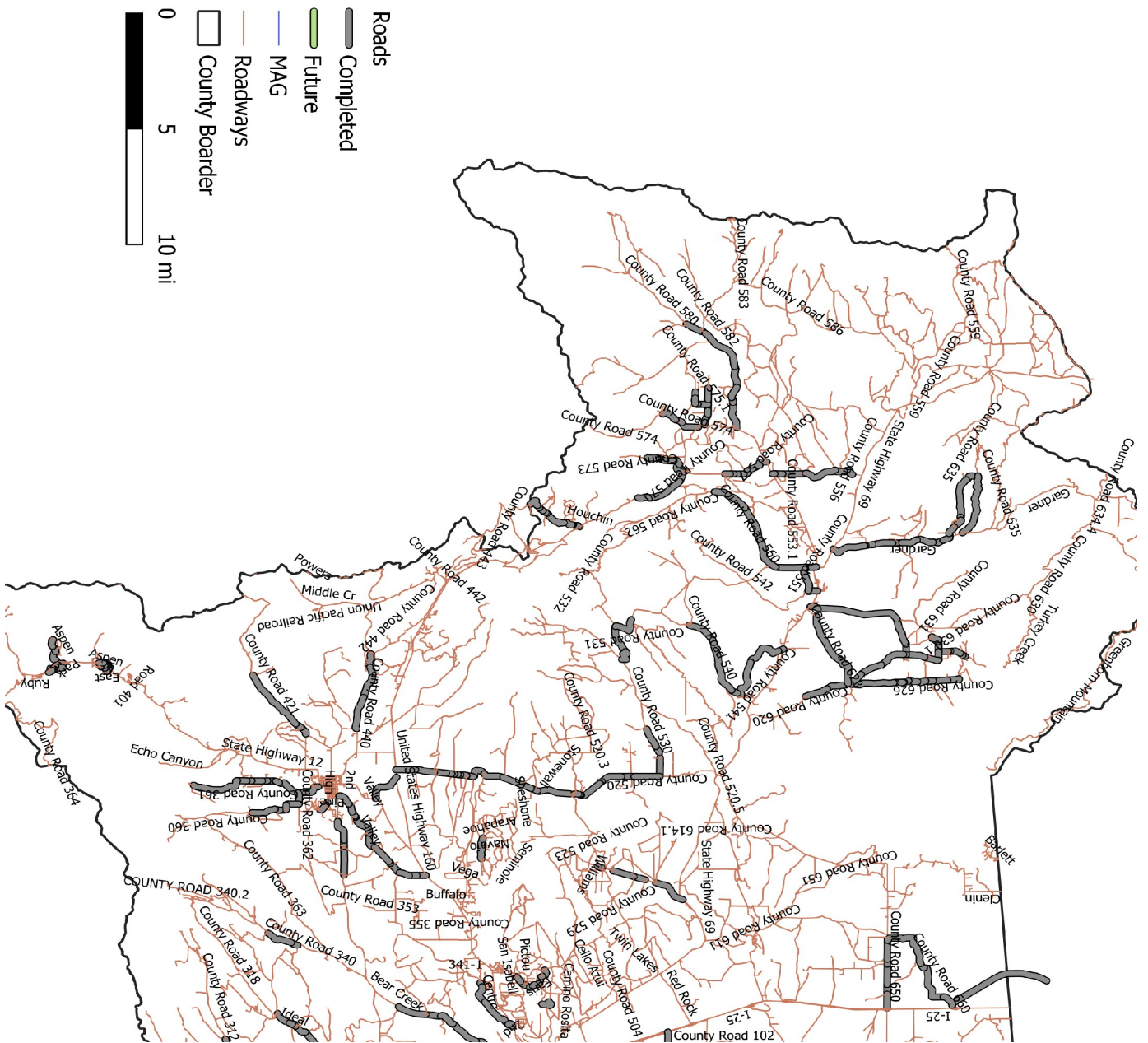
The weather the past couple months slowed things down some, but also a breakdown with the clutch going out on the primary crusher took some time away from production. All in all, things have been going good, we have been able to stay steadily hauling and getting roads graveled. We finished the first section of CR 120 which is about six miles and have a good start on CR 214. We have graveled about one and a half miles so far, with a total of three miles to gravel. Hoping to have this close to done by the end of May. With the finishing of CR 120 and the start of CR 214 we hauled a total of 238 loads of gravel, which is roughly 5,950 tons.

At the crusher they have been able to run most the time, besides some weather delays and the one breakdown. They have crushed 7,748 tons the last two months, hopefully with the weather changing tonnages will go up the next few months. In all at this pit we have crushed 27,355 tons.

Daily Blading

With the nice moisture blading has been good. There have been some days we haven't been able to get out and do anything because it got a little too wet. Other times we have had to go back and fix a road because it has got sloppy from receiving too much moisture after just blading it. But we are out every day we can be trying to fix the roads and improve on them to make the public happy. Road maintenance slowed a little, but we were still able to cover 167 miles of road.





Other Maintenance

Other maintenance to roads continue as normal. A new cattle guard was installed on CR 310 by the railroad tracks. This one just fell apart, the main support underneath rusted out and was beyond repair. A lot of wing repair has happened over all of the county, this winter seemed to be rough on them.

The erosion mat and waddles were put in place on the slope at the cemetery on CR 580. Seed was broadcasted out before hand, so hopefully with this moisture the grass will grow in good and help stabilize the bank.

Another item that has been coming along well is the road asset inventory. Charles has been working diligently to update the mapping we had, plus add some pictures and rating to the cattle guard and culverts. Once it is complete knowing what needs to be done to each one will be an easy process.

Equipment/Vehicle Repairs

Most repairs to Equipment has been done. We still have a few lingering machines that we just can't seem to get running and stay running. The two main problems are the John Deere blade in Gardner and the blue Peterbilt in Walsenburg. The blade seems to always be something different, right now it is having a fuel issue but will run good for a while, then loses all power.

The truck on the other hand is the same issue over and over. Has an emission problem and so far no one has been able to find the source of it. The next option we have is putting new injectors in it. We had the DPF filter cleaned again to see if that changes it for a while, then it will be the injectors.

Vehicle maintenance has been none stop since getting a mechanic. Most the county vehicles have all be fairly simple. The sheriff vehicles have all been major issues that have been put off for months. So usually when a car comes in from the sheriff it is in here on the lift for a week or more. Even at that the new mechanic has been able to keep up with things as they come in and gets things back out the door quick.



TECHNICAL UPDATE

Volume 28 Number 21 | May 21, 2024

SUGGESTED RISK MANAGEMENT JAIL INTAKE AND SUICIDE PREVENTION GUIDELINES

Due to exposure for jail-related death claims, it is important to remember a few basic guidelines regarding jail intake and suicide prevention.

MINIMUM RECOMMENDED RULES ON JAIL INTAKE

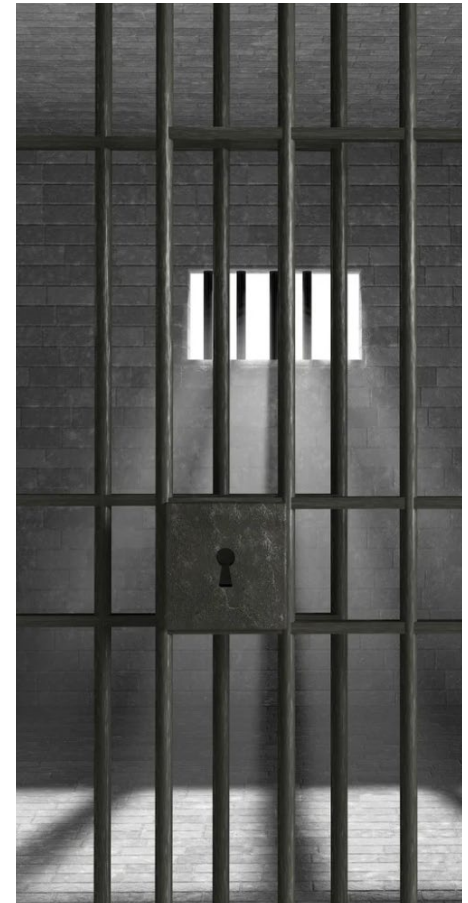
- Always remain calm and courteous.
- If apparent alcohol and/or drug usage is present, or if detainee is bruised, battered or bleeding, complete a fit for confinement medical/mental exam before accepting detainee into the jail by any agency.
- Always conduct a pat-down even if the delivering officer may have already completed one.
- Always conduct a written medical and psychological screen prior to lockup.
- Never permit a detainee to have access to keys, weapons, drugs, property room, or other dangerous items.
- Never admit a detainee without proper paperwork showing a criminal charge.
- Never leave a detainee alone before completing a full screening.

MINIMUM RECOMMENDED RULES ON JAIL INTAKE

- Strict compliance with screening procedures and facility safety standards along with proper monitoring practices is the best prevention against detectable risk factors for suicide.
- All verbal threats of self-harm or suicide are to be taken seriously, and must be followed up with a screening interview or evaluation by trained staff using a medically accepted screening tool that is recorded. (No exceptions.)
- If the screening evaluation indicates a high risk of suicidal behavior, a follow-up evaluation by the designated medical officer should be scheduled with sufficient urgency in order to prevent imminent risk to life or limb.

SUICIDE PREVENTION AUTHORITY AND LIMITS

- If staff has reasonable belief that another person is about to attempt suicide or to inflict serious bodily injury upon himself, that staff may use reasonable and appropriate physical force to prevent the intended result. C.R.S 18-1-703
- Failure to do so may result in an intentional negligence claim under common law.
- Excessive restraint may result in a "cruel and unusual punishment" violation.
- Failure to monitor restraint conditions may result in a "due process" violation.



WHAT THIS MEANS FOR COUNTIES

Sheriff deputies should be vigilant in intake and suicide prevention for the inmates entrusted to their care. Policies and procedures must be developed, and staff must be trained in the implementation and use with strict enforcement. For more information, please contact CTSI at (303) 861-0507.



TECHNICAL UPDATE

Volume 28 Number 20 | May 14, 2024

FEDERAL CHILD LABOR REGULATIONS

The [Fair Labor Standards Act \(FLSA\)](#) has been a cornerstone of labor law in the United States since its inception in 1938. Designed to protect workers and establish a minimum standard of living, the FLSA has undergone several amendments to address evolving labor practices. In 2010, significant changes were made to strengthen the Act's provisions, particularly concerning the restriction on the use of child labor.

The federal child labor provisions of the FLSA were enacted to ensure that young people's work is safe and does not jeopardize their health, well-being, or educational opportunities. These provisions also expanded and clarified the types of activities and occupations forbidden to youth under the age of 18. Review the various restrictions to ensure that your county complies. Remember that even where the rules do not apply to volunteers, allowing a minor to engage in an activity regulated or considered hazardous can increase potential liability in the event of an injury.

In 2023, the [U.S. Department of Labor](#) concluded 955 investigations that found child labor violations, a 14% increase from 2022. They found nearly 5,800 children employed in violation of the law, an 88% increase since 2019, and assessed more than \$8 million in penalties, an 83% increase from the previous year.

REPRESENTATIVE HAZARDOUS DUTY RESTRICTIONS ON YOUTH AGED 16-18

Generally, hazardous occupations involve using or being exposed to various hazardous tools, power-driven equipment, and dangerous conditions such as heat, pressure, fire, chemical hazards, explosive substances, etc. Below are some examples:

- Occupations in or about establishments manufacturing or storing explosives or articles containing explosive components.
- Occupations of motor vehicle driver and outside helper on any public road.
- Occupations in operating any sawmill, lath mill, shingle mill, or cooperage stock mill.
- Occupations involved in the operation of power-driven woodworking machines.
- Occupations involved in the operation of power-driven hoisting apparatus.
- Occupations in connection with mining, other than coal.

REPRESENTATIVE HAZARDOUS DUTY RESTRICTIONS ON YOUTH AGED 14-16 AND YOUNGER

This would include all restricted activities for the older age group, plus the following:

- Occupations that involve operating, tending, setting up, adjusting, cleaning, or repairing any power-driven machinery including, but not limited to, lawnmowers, golf carts, all-terrain vehicles, trimmers, cutters, weed-eaters, grass edgers, slicers, grinders, choppers, food processors and mixers.
- Any outside window washing that involves working from window sills or using ladders, scaffolds, or substitutes for ladders.
- Transportation occupations including rail, highway, air, water, pipeline, or other means; warehousing, and storage.
- Communications and public utilities occupations.
- Construction of all kinds, except office work or sales that don't involve performing duties on trains, motor vehicles, aircraft, or other means of transportation, or at a construction site.

These provisions may be viewed on the [Electronic Code of Federal Regulations \(e-CFR\)](#) website. Child labor regulations are covered in Title 29, Subtitle B, Chapter V, Subchapter A, Part 570 -Child Labor Regulations, Orders and Statements of Interpretation.



WHAT THIS MEANS FOR COUNTIES

The FLSA's restriction on the use of child labor is a crucial component of the legislation, which is aimed at protecting the rights and well-being of children in the workforce. CTSI recommends an annual review of county youth employee occupational assignments to address any needed changes. For more information, contact CTSI at (303) 861-0507.