



BOARD OF COUNTY COMMISSIONERS REGULAR MEETING AGENDA

December 17, 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 - ROAD AND BRIDGE WORKSHOP

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.](#) December 10th Meeting Minutes
- [b.](#) December 12th Meeting Minutes
- [c.](#) Reclamation Permit Application for Peakview gravel pit
- [d.](#) James Graham Resignation

4. PUBLIC COMMENT

5. APPOINTMENTS

6. LAND USE

7. ACTION ITEMS

- [a.](#) Resolution - Amended and Restated GPID Loan Agreement Authorization
- [b.](#) Resolution - Annual County Employee Salaries
- [c.](#) Overtime Request from HC Dispatch
- [d.](#) Overtime Request from HC Detention
- [e.](#) Public Safety Threat Alliance Membership Application
- [f.](#) Ninjio Cyber Training
- [g.](#) December 2024 Vendor Run
- [h.](#) Accept Award Off System Bridge Grant
- [i.](#) Notice of Award and Agreement for County Road 543 Bridge Replacement

- [j.](#) 2025 EMPG Grant Application
- [k.](#) Underfunded Courthouse Security Grant Extension
- [l.](#) Rio Cucharas Inn Survey Approval
- [m.](#) 129 Kansas Asbestos Mitigation Contract
- [n.](#) ValueWest Commercial Assessment Services Agreement Extension
- [o.](#) End of Year Bonus
- [p.](#) Settlement Agreement for HCPF
- [q.](#) Liquor License Renewal for Four Seasons Bar and Grill
- [r.](#) Liquor License Renewal for Tiny Inn

8. STAFF REPORTS

- a. County Administrator
- b. County Attorney

9. CORRESPONDENCE

- [a.](#) November 2024 Fuel Sales
- [b.](#) HCSO Management Study

10. EXECUTIVE SESSION

11. ADJOURNMENT

12. UPCOMING MEETINGS

- a. **11 A.M.** - Board of Human Services
- b. **1 P.M.** - Workshop on Cuchara Mountain Park
- c. **2 P.M.** - Public Works and Parks Workshop
- d. **3 P.M.** - Emergency Management Workshop



BOARD OF COUNTY COMMISSIONERS REGULAR MEETING MINUTES

December 10, 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 Andreatta called the meeting to order followed by the Pledge of Allegiance.
Chairman Andreatta, Commissioner Sporleder and Commissioner Wardell were present

2. AGENDA APPROVAL

Motion to approve the agenda with the following changes appointment a. adopting the county budget and action items a,b,c,d and q have been tabled until the 12/12/24 meeting due to technical difficulties.

Motion made by Commissioner Wardell

Second by Commissioner Sporleder

Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell

Motion Passes

3. PUBLIC COMMENT

NONE

4. CONSENT AGENDA

Motion to approve the consent agenda as presented.

Motion made by Commissioner Sporleder

Second by Commissioner Wardell

Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell

Motion Passes

- a. November 19th Meeting Minutes
- b. Aizlyn Crisp New Hire Dispatch
- c. Chamaine Ruiz New Hire Dispatch
- d. Roman Hajar SAR Stipened Sheriff's Office
- e. Rick Pendergrass Class A License Completion Road and Bridge
- f. Rodney Smircich Completion of Probationary Period Road and Bridge
- g. Lindsay Martinez Transfer to HC DHS
- h. Contract Amendments for HAVA Grant

- i. Abatement #24-18 for Raymond and Jo Ann Pacheco
- j. Abatement #24-19 for Mark and Denise Biren

5. **APPOINTMENTS**

- a. Adopt 2025 Budget

Tabled until the 12/12/24 BOCC Meeting

6. **LAND USE**

NONE

7. **ACTION ITEMS**

- a. Resolution #24-47 to Adopt the 2025 County Budget

Tabled until the 12/12/24 BOCC meeting

- b. Resolution #24-48 to Set the 2025 Mill Levy

Tabled until the 12/12/24 BOCC meeting

- c. Resolution #24-49 to Appropriate Sums of Money

Tabled until the 12/12/24 BOCC meeting

- d. Resolution #24-50 to Adopt 2025 Organizational Chart

Tabled until the 12/12/24 BOCC meeting

- e. Noxious Weed 2025 BOCC Preliminary Grant Application

Motion to approve the Noxious Weed 2025 BOCC Preliminary Grant Application for the amount of \$25,240.

Motion made by Commissioner Wardell

Second by Commissioner Sporleder

Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell

Motion Passes

- f. Liquor License Renewal for Tacos on the Fly doing business as the Cuchara Yacht Club

Motion to approve the Liquor License Renewal for Tacos on the Fly doing business as the Cuchara Yacht Club

Motion made by Commissioner Sporleder

Second by Commissioner Wardell

Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell

Motion Passes

- g. December 11, 2024 Vendor Run

Motion to approve the December 11, 2024 Vendor Run in the amount of 252,958.36

Motion made by Commissioner Wardell

Second by Commissioner Sporleder

Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell

Motion Passes

- h. PO #337 from Didgitcom Electronics
Motion to approve Purchase Order #337 from Didgitcom Electronics in the amount of \$59,325.98
Motion made by Commissioner Sporleder
Second by Commissioner Wardell
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- i. Quote for Dispatch Consoles for Huerfano County Dispatch from Didgitcom Electronics
Motion to approve Quote for Dispatch Consoles for Huerfano County Dispatch from Didgitcom Electronics in the amount of \$59,325.98
Motion made by Commissioner Wardell
Second by Commissioner Sporleder
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- j. Walsenburg Law Enforcement Services Agreement Through End of 2024
Motion to approve the Inter-Governmental Agreement with the city of Walsenburg for Walsenburg Law Enforcement Services Agreement Through End of 2024
Motion made by Commissioner Wardell
Second by Commissioner Sporleder
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- k. Quote for Spillman Application Administrator Managed Services
Motion to approve Quote for Spillman Application Administrator Managed Services for Huerfano County Sheriff's Office
in the amount of \$28,800
Motion made by Commissioner Sporleder
Second by Commissioner Wardell
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- l. Quote for On-Site Spillman Flex Audit & Training
Motion to approve Quote for On-Site Spillman Flex Audit & Training for Huerfano County Sheriff's Office in the amount of \$18,600
Motion made by Commissioner Wardell
Second by Commissioner Sporleder
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes
- m. Quote for Spillman Jail Health and Safety Interface
Motion to approve Quote for Spillman Jail Health and Safety Interface for Huerfano County Detention in the amount of \$11,287
Motion made by Commissioner Sporleder
Second by Commissioner Wardell
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes

- n. HCED Enterprise Zone Letter of Support
Motion to approve Huerfano County Economic Development Enterprise Zone Letter of Support
Motion made by Commissioner Wardell
Second by Commissioner Sporleder
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes

- o. Best and Brightest Grant Amendment Request Letter
Motion to approve the Best and Brightest Grant Amendment Request Letter
Motion made by Commissioner Sporleder
Second by Commissioner Wardell
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes

- p. Veterinarian Shortage Letter to Las Animas and Otero Counties
Motion to approve the Veterinarian Shortage Letter to Las Animas and Otero Counties
Motion made by Commissioner Wardell
Second by Commissioner Sporleder
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes

- q. 129 Kansas Asbestos Mitigation Contract
Tabled until the 12/12/24 BOCC meeting

8. STAFF REPORTS

a. County Administrator

County Administrator Carl Young thanked Erica Vigil and staff for the planning of the county employee appreciation party. Carl Young also gave an update of the 2023 audit and explained the technical delay for the tabled items.

b. County Attorney

The county attorney sent a letter giving an update on the county healthcare plan and jail medical coverage.

9. CORRESPONDENCE

Carl Young, County Administrator reviewed correspondence with the BOCC

- a. Letter to the Board regarding 39N and the final rates for HC
- b. Comments to County Commissioners about Gardner PUD
- c. GPID November 2024 Billing Register
- d. GPID November 2024 System Totals report
- e. Bulk Water November 2024 Monthly Volume Report.
- f. Notice of Rights and Responsibilities for Parcel 3091

- g. Treasurers October 2024 Ledger
- h. October 2024 Revenue and Expense Reports
- i. Building Code Effectiveness Grading Schedule Results

10. EXECUTIVE SESSION

NONE

11. ADJOURNMENT

Motion to adjourn meeting at 10:40 AM

Motion made by Commissioner Wardell

Second by Commissioner Sporleder

Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell

Motion Passes

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

COMMISSIONERS:

Arica Andreatta, Chairman

Karl Sporleder

Mitchell Wardell



BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING MINUTES

December 12, 2024 at 12:00 PM

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 Andreatta called the meeting to order followed by the Pledge of Allegiance.
Chairman Andreatta via google meet, Commissioner Sporleder and Commissioner Wardell were present

2. **AGENDA APPROVAL**

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

3. **PUBLIC COMMENT**

NONE

4. **CONSENT AGENDA**

NONE

5. **APPOINTMENTS**

NONE

6. **LAND USE**

NONE

7. **ACTION ITEMS**

- a. **Resolution #24-47 to Adopt the 2025 County Budget**
Motion to approve Resolution #24-47 to Adopt the 2025 County Budget
Motion made by Commissioner Sporleder
Second by Commissioner Wardell
Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell
Motion Passes

- b. Resolution #24-48 to Set the 2025 Mill Levy
Motion to approve Resolution #24-48 to Set the 2025 Mill Levy for a total amount of

\$
 3
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 2
 2
 3
 ,
 7
 2
 5

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

- c. Resolution #24-49 to Appropriate Sums of Money
Motion to approve Resolution #24-49 to Appropriate Sums of Money to various funds, elected officials and spending agencies for a total amount of \$24,854,602

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

- d. Resolution #24-50 to Adopt 2025 Organizational Chart
Motion to approve Resolution #24-50 to Adopt 2025 Organizational Chart

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

8. STAFF REPORTS

- a. County Administrator

NONE

- b. County Attorney

NONE

9. CORRESPONDENCE

NONE

10. EXECUTIVE SESSION

NONE

11. ADJOURNMENT

Motion to adjourn meeting at 12:04 PM
Motion made by Commissioner Wardell

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

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

COMMISSIONERS:

Arica Andreatta, Chairman

Karl Sporleder

Mitchell Wardell

NOTICE OF FILING APPLICATION
FOR COLORADO MINED LAND RECLAMATION PERMIT
FOR REGULAR (112) CONSTRUCTION MATERIALS EXTRACTION OPERATION

NOTICE TO THE BOARD OF COUNTY COMMISSIONERS

HUERFANO COUNTY

HUERFANO COUNTY GOVERNMENT (the "Applicant/Operator") has applied for a Regular (112) reclamation permit from the Colorado Mined Land Reclamation Board (the "Board") to conduct the extraction of construction materials operations in HUERFANO County. The attached information is being provided to notify you of the location and nature of the proposed operation. The entire application is on file with the Division of Reclamation, Mining, and Safety (the "Division") and the local county clerk and recorder.

The applicant/operator proposes to reclaim the affected land to RANGELAND use. Pursuant to Section 34-32.5-116(4)(m), C.R.S., the Board may confer with the local Board of County Commissioners before approving of the post-mining land use. Accordingly, the Board would appreciate your comments on the proposed operation. Please note that, in order to preserve your right to a hearing before the Board on this application, you must submit written comments on the application within twenty (20) days of the date of last publication of notice pursuant to Section 34-32.5-112(10), C.R.S.

If you would like to discuss the proposed post-mining land use, or any other issue regarding this application, please contact the Division of Reclamation, Mining, and Safety, 1313 Sherman Street, Room 215, Denver, Colorado 80203, (303) 866-3567.

NOTE TO APPLICANT/OPERATOR: You must attach a copy of the application form to this notice. If this is a notice of a change to a previously filed application you must either attach a copy of the changes, or attach a complete and accurate description of the change.

STATE OF COLORADO

DIVISION OF RECLAMATION, MINING AND SAFETY

Department of Natural Resources

1313 Sherman St., Room 215
 Denver, Colorado 80203
 Phone: (303) 866-3567
 FAX: (303) 832-8106



CONSTRUCTION MATERIAL REGULAR (112) OPERATION RECLAMATION PERMIT APPLICATION PACKAGE

APPLICABILITY:

This application package is for a construction materials operation which affects 10 acres or more. If you plan to conduct a construction materials extraction operation which meets these criteria, please follow the instructions provided in this package, in the Rules and Regulations, and in the Colorado Land Reclamation Act for the Extraction of Construction Materials, as required.

RECOMMENDATIONS PRIOR TO FILING:

The Construction Material Rules and Regulations (the Colorado Land Reclamation Act for the Extraction of Construction Materials, Section 34-32.5-101, *et seq.*, C.R.S., and 2 CCR 407-1) and the Colorado Mined Land Reclamation Board (the "Board") regulate the permitting, operational and reclamation requirements for all construction material extraction operations in Colorado. It is your obligation to comply with the Act and Regulations. You are encouraged to obtain and review a copy of the Rules, available for \$8.00 from the Division of Reclamation, Mining, and Safety (the "Office"). In order to submit your application properly, it is recommended that you review the Act and:

- Rule 1.1 Definitions;
- Rule 1.4.1 Application Review and Consideration Process;
- Rule 1.4.5 Specific Requirements for Regular 112 Operations;
- Rule 1.6 Public Notice Procedures;
- Rule 3.1 Reclamation Performance Standards;
- Rule 3.3.1 Operating without a Permit - Penalty;
- Rule 4 Performance Warranties and Financial Warranties;
- Rule 6 Permit Application Exhibit Requirements;
- Rule 6.2 General Requirements of Exhibits;
- Rule 6.4 Specific Permit Application Exhibit Requirements; and
- Rule 6.5 Geotechnical Stability Exhibit.

It is recommended that you contact the agencies listed in the application section titled "Compliance With Other Laws" prior to submitting the application to the Office .

FILING REQUIREMENTS:

In order to apply for a Reclamation Permit for a Regular 112 Operation, please provide:

- ___ ° One (1) signed and notarized completed **ORIGINAL** and one (1) copy of the completed original Regular 112 Operation Application Form. **ORIGINAL SIGNATURES MUST BE DONE IN BLUE INK.**
- ___ ° Two (2) copies of Exhibits A-S (required sections described in Rule 6).
- ___ ° Two (2) copies of Addendum 1 - Notice requirements (described in Rule 1.6.2(1)(b)). A sample of this notice is attached for your use.
- ___ ° The Geotechnical Stability Exhibit when required by the Division.
- ___ ° The application fee.

The ninety (90) day period for review of the application and exhibits will **NOT** begin until all required information and fee are submitted. The Office will then review the submitted information for adequacy.

NOTICE REQUIREMENTS:

- 1. You **MUST** send a notice, on a form approved by the Board, to the local board of county commissioners. A copy of this "Notice of Filing Application" form is attached for your use.
- 2. If the mining operation is within the boundaries of a conservation district, send a notice to the board of supervisors of the conservation district, **PRIOR** to filing the application. A copy of this "Notice of Filing Application" form is attached for your use.
- 3. You **MUST** include proof of notice #1 and #2 above with the application at the time the application is submitted to the Office for filing (Rule 1.6.2(1)(g)).
- 4. **PRIOR** to filing the application, place for public review a copy of the application, less confidential items, with the clerk or recorder of the county or counties in which the affected land is located.
- 5. You **MUST** include an affidavit or receipt demonstrating that the application was filed with the county clerk or recorder at the time the application is submitted to the Office for filing.
- 6. Any changes or additions made to an application submittal **MUST** be filed with the county clerk or recorder. You **MUST** also provide the Office with an affidavit or receipt demonstrating that the change was filed with the county clerk or recorder no later than the close of business on the day the change was filed with the Office (Rule 1.8.1(2)).
- 7. Within ten (10) days after your application is considered filed, you must publish four times in a newspaper of general circulation, in the locality of the proposed mining operation, the notice described in Rule 1.6.2(1)(d).
- 8. In addition, after the first publication you must mail or personally serve a copy of the notice described in Rule 1.6.2(1)(d) to all owners of record of surface rights to the affected land and all owners of record of lands that are within 200 feet of the boundary of the affected land (Rule 1.6.2(1)(e)). A copy of a form which includes all required information for the notice is attached for your use.



9. Prior to the Office making a decision (consideration of the application), you **MUST** submit a copy of the proof of publication from the newspaper and proof of all required notices. Proof of the notices may be by submitting copies of return receipts of a certified mailing or by proof of personal service (Rules 1.4.1(4), 1.4.2(4)(c), 1.6.2(1)(a)(ii), and 1.6.2(1)(g)).

The copy of the application and any changes or additions placed at the office of the county clerk or recorder shall **NOT** be recorded, but shall be retained there for at least sixty (60) days after a decision on the application by the Office and be available for inspection during this period. At the end of this period, the application may be reclaimed by the applicant or destroyed (Rule 1.6.2(2)).

APPLICATION REVIEW PROCEDURES:

The Office shall approve or deny the application within ninety (90) days of filing unless the date for consideration by the Office is extended pursuant to Rule 1.8. The time for consideration shall not be extended beyond ninety (90) days after the last such change submitted. For complex applications, the review period may be extended an additional sixty (60) days. Please see Rule 1.1(10) for the definition of what constitutes a complex application.

APPLICATION APPROVAL/DENIAL:

If the requirements of the Act and Mineral Rules have been satisfied, the Office will approve the application. The Act also provides for automatic approval if no action is taken by the Office by the end of the review period.

If the Act and Regulation requirements have not been satisfied, the Office will deny the application. If the Office denies the application, you may appeal to the Board for a final determination by submitting a written request for administrative appeal to the Board within 60 days of the decision date (Rule 1.4.7).

PERFORMANCE AND FINANCIAL WARRANTIES:

A performance warranty, and a financial warranty dollar amount determined during the application review process, must be submitted and approved by the Office **PRIOR** to permit issuance. A financial warranty should **NOT** be submitted until a decision on the application has been made. If the applicant is a unit of state or county government, then **ONLY** a performance warranty is required.

Several different types of financial warranties are allowed by the law. Please review Rule 4.0 to determine which type of financial warranty you desire to use. You may obtain the appropriate warranty forms from the Office during the application review period.

Please note that an application approval DOES NOT convey a right to begin operations. You MUST submit, and have approval of your performance and financial warranties, and receive your copy of the signed permit document PRIOR to beginning on-site mining activity.

AUTOMATIC PERMIT APPROVAL:

An automatic approval will occur where the Office fails to notify the applicant/operator that the application has been denied. This decision must be made ninety (90) calendar days from the date the application was determined to have been filed. However, the performance and financial warranties must be submitted and approved by the Office before the permit will be issued even if you receive an automatic approval. **NO MINING OPERATIONS SHALL BEGIN UNTIL A PERMIT IS ISSUED** (Section 34-32.5-109(1), C.R.S.).

COMPLIANCE WITH OTHER LAWS:

Compliance with the Act and Rules and Regulations of the Mined Land Reclamation Board **DOES NOT** relieve you of your responsibility to comply with all other applicable state and federal laws. We recommend that you contact the following agencies to determine whether you need to comply with their legal requirements:

- The Colorado State Historical Preservation Office regarding properties of historical significance including the need for an archeological survey, procedures for requesting a file search, and inventory forms to identify structures.
- Colorado Division of Water Resources with regard to water rights;
- Colorado Department of Health, Water Quality Control Division, with regard to the discharge of pollutants into the State waters;
- Colorado Department of Health, Air Pollution Control Division, with regard to the need for a fugitive dust permit;
- U.S. Bureau of Land Management or the U.S. Forest Service if the proposed operation will occur on federal lands;
- U. S. Army Corps of Engineers regarding a dredge and fill (404) permit; and
- The County Planning Department for the county or counties in which your proposed operation is located. Section 34-32.5-109(3), C.R.S, requires a mining operator to be responsible for assuring that the mining operation and the post-mining land use comply with local land use regulations and any master plan for extraction adopted pursuant to Section 34-1-304, C.R.S.

COMPLETION OF MINING:

Upon completion of any phase of reclamation, you should consult Rule 3.1 for reclamation standards and 4.16 for details on how to request a reclamation responsibility release from the Board.

DIVISION OF RECLAMATION, MINING AND SAFETY
 Department of Natural Resources

1313 Sherman St., Room 215
 Denver, Colorado 80203
 Phone: (303) 866-3567
 FAX: (303) 832-8106



CONSTRUCTION MATERIALS REGULAR (112) OPERATION RECLAMATION PERMIT APPLICATION FORM

CHECK ONE: **There is a File Number Already Assigned to this Operation**

Permit # M^{2,014} Q28 - (Please reference the file number currently assigned to this operation)

New Application (Rule 1.4.5)

Amendment Application (Rule 1.10)

Conversion Application (Rule 1.11)

Permit # M - - - - - (provide for **Amendments** and **Conversions** of existing permits)

The application for a Construction Materials Regular 112 Operation Reclamation Permit contains three major parts: (1) the application form; (2) Exhibits A-S, Addendum 1, any sections of Exhibit 6.5 (Geotechnical Stability Exhibit; and (3) the application fee. When you submit your application, be sure to include one (1) complete signed and notarized ORIGINAL and one (1) copy of the completed application form, two (2) copies of Exhibits A-S, Addendum 1, appropriate sections of 6.5 (Geotechnical Stability Exhibit, and a check for the application fee described under Section (4) below. Exhibits should **NOT** be bound or in a 3-ring binder; maps should be folded to 8 1/2" X 11" or 8 1/2" X 14" size. To expedite processing, please provide the information in the format and order described in this form.

GENERAL OPERATION INFORMATION

Type or print clearly, in the space provided, **ALL** information requested below.

1. **Applicant/operator or company name (name to be used on permit):** Huerfano County
 - 1.1 Type of organization (corporation, partnership, etc.): County Government (State of Colorado)

2. **Operation name (pit, mine or site name):** Peak View Pit

3. **Permitted acreage (new or existing site):**

	40	permitted acres
3.1 Change in acreage (+)	20	acres
3.2 Total acreage in Permit area	60	acres

4. **Fees:**

4.1 New Application	\$2,696.00	application fee
4.2 New Quarry Application	\$3,342.00	quarry application
4.4 Amendment Fee	\$2,229.00	amendment fee
4.5 Conversion to 112 operation (set by statute)	\$2,696.00	conversion fee

5. **Primary commodity(ies) to be mined:**

	sand	gravel	road base	borrow
5.1 Incidental commodity(ies) to be mined:	1. <u>0</u>	-	<u> </u>	2. <u>0</u> / <u> </u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	lbs/Tons/yr	lbs/Tons/yr	lbs/Tons/yr	lbs/Tons/yr
5.2 Anticipated end use of primary commodity(ies) to be mined:	<u>Huerfano County Roads</u>			
5.3 Anticipated end use of incidental commodity(ies) to be mined:	<u>not applicable</u>			

6. **Name of owner of subsurface rights of affected land:** Ian A. & Dolores M. Campbell
If 2 or more owners, "refer to Exhibit O".

7. **Name of owner of surface of affected land:** Ian A. & Dolores M. Campbell

8. **Type of mining operation:** Surface Underground

9. **Location Information:** The center of the area where the majority of mining will occur:

COUNTY: Huerfano

PRINCIPAL MERIDIAN (check one): 6th (Colorado) 10th (New Mexico) Ute

SECTION (write number): S 9

TOWNSHIP (write number and check direction): T 29 North South

RANGE (write number and check direction): R 68 East West

QUARTER SECTION (check one): NE NW SE SW

QUARTER/QUARTER SECTION (check one): NE NW SE SW

GENERAL DESCRIPTION: (the number of miles and direction from the nearest town and the approximate elevation): _____
Peak View Pit is located approximately 1.6 miles north of Town of La Veta. Pit elevation is 7220 ft.

10. **Primary Mine Entrance Location** (report in either Latitude/Longitude **OR** UTM):

Latitude/Longitude:

Example: (N) 39° 44' 12.98"
(W) 104° 59' 3.87"

Latitude (N): deg 37 min 32 sec 45.89 (2 decimal places)

Longitude (W): deg 105 min 01 sec 10.91 (2 decimal places)

OR

Example: (N) 39.73691°
(W) -104.98449°

Latitude (N) _____ (5 decimal places)

Longitude(W) _____ (5 decimal places)

OR

Universal Transverse Mercator (UTM)

Example: 201336.3 E NAD27 Zone 13
4398351.2 N

UTM Datum (specify NAD27, NAD83 or WGS 84) Nad 83 Zone 13

Easting _____

Northing _____

11. **Correspondence Information:**

APPLICANT/OPERATOR (name, address, and phone of name to be used on permit)

Contact's Name: Dustin Hribar Title: Road Superintendent
 Company Name: Huerfano County
 Street/P.O. Box: 1038 Russell Ave. P.O. Box: _____
 City: Walsenburg
 State: CO Zip Code: 81089
 Telephone Number: (719) - 738-2420
 Fax Number: (719) - 738-3996

PERMITTING CONTACT (if different from applicant/operator above)

Contact's Name: same as above Title: _____
 Company Name: _____
 Street/P.O. Box: _____ P.O. Box: _____
 City: _____
 State: _____ Zip Code: _____
 Telephone Number: () - _____
 Fax Number: () - _____

INSPECTION CONTACT

Contact's Name: same as above Title: _____
 Company Name: _____
 Street/P.O. Box: _____ P.O. Box: _____
 City: _____
 State: _____ Zip Code: _____
 Telephone Number: () - _____
 Fax Number: () - _____

CC: STATE OR FEDERAL LANDOWNER (if any)

Agency: not applicable
 Street: _____
 City: _____
 State: _____ Zip Code: _____
 Telephone Number: () - _____

CC: STATE OR FEDERAL LANDOWNER (if any)

Agency: not applicable
 Street: _____
 City: _____
 State: _____ Zip Code: _____
 Telephone Number: () - _____

12. **Primary future (Post-mining) land use (check one):**

- | | | |
|--|--|--|
| <input type="checkbox"/> Cropland(CR) | <input type="checkbox"/> Pastureland(PL) | <input type="checkbox"/> General Agriculture(GA) |
| <input checked="" type="checkbox"/> Rangeland(RL) | <input type="checkbox"/> Forestry(FR) | <input type="checkbox"/> Wildlife Habitat(WL) |
| <input type="checkbox"/> Residential(RS) | <input type="checkbox"/> Recreation(RC) | <input type="checkbox"/> Industrial/Commercial(IC) |
| <input type="checkbox"/> Developed Water Resources(WR) | | <input type="checkbox"/> Solid Waste Disposal(WD) |

13. **Primary present land use (check one):**

- | | | |
|--|--|--|
| <input type="checkbox"/> Cropland(CR) | <input type="checkbox"/> Pastureland(PL) | <input type="checkbox"/> General Agriculture(GA) |
| <input checked="" type="checkbox"/> Rangeland(RL) | <input type="checkbox"/> Forestry(FR) | <input type="checkbox"/> Wildlife Habitat(WL) |
| <input type="checkbox"/> Residential(RS) | <input type="checkbox"/> Recreation(RC) | <input type="checkbox"/> Industrial/Commercial(IC) |
| <input type="checkbox"/> Developed Water Resources(WR) | | |

14. **Method of Mining:** Briefly explain mining method (e.g. truck/shovel): _____
Surface/Open Pit mine using CAT D6R dozer, CAT 970F front end loader, CAT 143H Grader, JD 5420 Tractor

15. **On Site Processing:** Crushing/Screening

13.1 Briefly explain mining method (e.g. truck/shovel): _____
Dozer and front end loader to feed crusher, then stockpiles via conveyor belt

List any designated chemicals or acid-producing materials to be used or stored within permit area: _____
none

16. **Description of Amendment or Conversion:**

If you are amending or converting an existing operation, provide a brief narrative describing the proposed change(s).

The purpose of this amendment is to comply with Notice of Violation No. MV-2024-008. Specifically, this amendment adjusts the previously approved permit boundary in order to contain all surface disturbances that encroached outside of this boundary. Additionally, this amendment adjusts the prior permit boundary to better utilize in-situ gravel deposits, where as the prior approved pit boundary was not well positioned to access these deposits.

Maps and Exhibits:

Two (2) complete, unbound application packages must be submitted. One complete application package consists of a signed application form and the set of maps and exhibits referenced below as Exhibits A-S, Addendum 1, and the Geotechnical Stability Exhibit. Each exhibit within the application must be presented as a separate section. Begin each exhibit on a new page. Pages should be numbered consecutively for ease of reference. If separate documents are used as appendices, please reference these by name in the exhibit.

With each of the two (2) signed application forms, you must submit a corresponding set of the maps and exhibits as described in the following references to Rule 6.4, 6.5, and 1.6.2(1)(b):

EXHIBIT A	Legal Description
EXHIBIT B	Index Map
EXHIBIT C	Pre-Mining and Mining Plan Map(s) of Affected Lands
EXHIBIT D	Mining Plan
EXHIBIT E	Reclamation Plan
EXHIBIT F	Reclamation Plan Map
EXHIBIT G	Water Information
EXHIBIT H	Wildlife Information
EXHIBIT I	Soils Information
EXHIBIT J	Vegetation Information
EXHIBIT K	Climate Information
EXHIBIT L	Reclamation Costs
EXHIBIT M	Other Permits and Licenses
EXHIBIT N	Source of Legal Right-To-Enter
EXHIBIT O	Owners of Record of Affected Land (Surface Area) and Owners of Substance to be Mined
EXHIBIT P	Municipalities Within Two Miles
EXHIBIT Q	Proof of Mailing of Notices to County Commissioners and Conservation District
EXHIBIT R	Proof of Filing with County Clerk or Recorder
EXHIBIT S	Permanent Man-Made Structures
Rule 1.6.2(1)(b)	ADDENDUM 1 - Notice Requirements (sample enclosed)
Rule 6.5	Geotechnical Stability Exhibit (any required sections)

The instructions for preparing Exhibits A-S, Addendum 1, and Geotechnical Stability Exhibit are specified under Rule 6.4 and 6.5 and Rule 1.6.2(1)(b) of the Rules and Regulations. If you have any questions on preparing the Exhibits or content of the information required, or would like to schedule a pre-application meeting you may contact the Office at 303-866-3567.

Responsibilities as a Permittee:

Upon application approval and permit issuance, this application becomes a legally binding document. Therefore, there are a number of important requirements which you, as a permittee, should fully understand. These requirements are listed below. Please read and initial each requirement, in the space provided, to acknowledge that you understand your obligations. If you do not understand these obligations then please contact this Office for a full explanation.

DH

1. Your obligation to reclaim the site is not limited to the amount of the financial warranty. You assume legal liability for all reasonable expenses which the Board or the Office may incur to reclaim the affected lands associated with your mining operation in the event your permit is revoked and financial warranty is forfeited;

- 6 -

DH

2. The Board may suspend or revoke this permit, or assess a civil penalty, upon a finding that the permittee violated the terms or conditions of this permit, the Act, the Mineral Rules and Regulations, or that information contained in the application or your permit misrepresent important material facts;

DH

3. If your mining and reclamation operations affect areas beyond the boundaries of an approved permit boundary, substantial civil penalties, to you as permittee can result;

DH

4. Any modification to the approved mining and reclamation plan from those described in your approved application requires you to submit a permit modification and obtain approval from the Board or Office;

DH

5. It is your responsibility to notify the Office of any changes in your address or phone number;

DH

6. Upon permit issuance and prior to beginning on-site mining activity, you must post a sign at the entrance of the mine site, which shall be clearly visible from the access road, with the following information (Rule 3.1.12):

a. the name of the operator;

b. a statement that a reclamation permit for the operation has been issued by the Colorado Mined Land Reclamation Board; and,

c. the permit number.

DH

7. The boundaries of the permit boundary area must be marked by monuments or other markers that are clearly visible and adequate to delineate such boundaries prior to site disturbance.

DH

8. It is a provision of this permit that the operations will be conducted in accordance with the terms and conditions listed in your application, as well as with the provisions of the Act and the Construction Material Rules and Regulations in effect at the time the permit is issued.

DH

9. Annually, on the anniversary date of permit issuance, you must submit an annual fee as specified by Statute, and an annual report which includes a map describing the acreage affected and the acreage reclaimed to date (if there are changes from the previous year), any monitoring required by the Reclamation Plan to be submitted annually on the anniversary date of the permit approval. Annual fees are for the previous year a permit is held. For example, a permit with the anniversary date of July 1, 1995, the annual fee is for the period of July 1, 1994 through June 30, 1995. Failure to submit your annual fee and report by the permit anniversary date may result in a civil penalty, revocation of your permit, and forfeiture of your financial warranty. It is your responsibility, as the permittee, to continue to pay your annual fee to the Office until the Board releases you from your total reclamation responsibility.

DH

10. For joint venture/partnership operators: the signing representative is authorized to sign this document and a power of attorney (provided by the partner(s)) authorizing the signature of the representative is attached to this application.

NOTE TO COMMENTORS/OBJECTORS:

It is likely there will be additions, changes, and deletions to this document prior to final decision by the Office. Therefore, if you have any comments or concerns you must contact the applicant or the Office prior to the decision date so that you will know what changes may have been made to the application document.

The Office is not allowed to consider comments, unless they are written, and received prior to the end of the public comment period. You should contact the applicant for the final date of the public comment period.

If you have questions about the Mined Land Reclamation Board and Office's review and decision or appeals process, you may contact the Office at (303) 866-3567.

Certification:

As an authorized representative of the applicant, I hereby certify that the operation described has met the minimum requirements of the following terms and conditions:

1. To the best of my knowledge, all significant, valuable and permanent man-made structure(s) in existence at the time this application is filed, and located within 200 feet of the proposed affected area have been identified in this application (Section 34-32.5-115(4)(e), C.R.S.).
2. No mining operation will be located on lands where such operations are prohibited by law (Section 34-32.5-115(4)(f), C.R.S.;
3. As the applicant/operator, I do not have any extraction/exploration operations in the State of Colorado currently in violation of the provisions of the Colorado Land Reclamation Act for the Extraction of Construction Materials (Section 34-32.5-120, C.R.S.) as determined through a Board finding.
4. I understand that statements in the application are being made under penalty of perjury and that false statements made herein are punishable as a Class 1 misdemeanor pursuant to Section 18-8-503, C.R.S.

This form has been approved by the Mined Land Reclamation Board pursuant to section 34-32.5-112, C.R.S., of the Colorado Land Reclamation Act for the Extraction of Construction Materials. Any alteration or modification of this form shall result in voiding any permit issued on the altered or modified form and subject the operator to cease and desist orders and civil penalties for operating without a permit pursuant to section 34-32.5-123, C.R.S.

Signed and dated this 5th day of December, 2024.

Dustin Hribar/Huerfano County
Applicant/Operator or Company Name

If Corporation Attest (Seal)

Signed: [Signature]

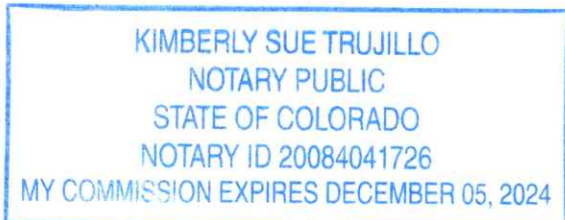
Signed: _____

Corporate Secretary or Equivalent
Town/City/County Clerk

Title: Huerfano County Road Superintendent

State of Colorado)
County of Huerfano) ss.

The foregoing instrument was acknowledged before me this 5th day of December, 2024, by Dustin Hribar as Road Superintendent of Huerfano County



[Signature]
Notary Public

My Commission expires: 12-5-2024

SIGNATURES MUST BE IN BLUE INK

You must post sufficient Notices at the location of the proposed mine site to clearly identify the site as the location


proposed mining operation. The following is a sample of the Notice required for Rule 1.6.2(1)(b) that you may wish to use.

NOTICE

This site is the location of a proposed construction materials operation. (Name of the Applicant/Operator) Huerfano County, whose address and phone number is (Address and Phone Number of the Applicant/Operator) Huerfano County, has applied for a Reclamation Permit with the Colorado Mined Land Reclamation Board. Anyone wishing to comment on the application may view the application at the (County Name) Huerfano County Clerk and Recorder's Office, (Clerk and Recorder's Office Address) 401 Main St., Walsenburg, CO 81089, and should send comments prior to the end of the public comment period to the Division of Reclamation, Mining, and Safety, 1313 Sherman St, Room 215, Denver, Colorado 80203.

Certification:

I, Dustin Hribar, hereby certify that I posted a sign containing the above notice for the proposed permit area known as the (Name of Operation) Peakview Pit, on (Date Posted) 12-5-24.


SIGNATURE

12-5-24
DATE

NOTICE OF FILING APPLICATION
 FOR COLORADO MINED LAND RECLAMATION PERMIT
 FOR **REGULAR (112) CONSTRUCTION MATERIALS EXTRACTION OPERATION**

NOTICE TO THE BOARD OF COUNTY COMMISSIONERS

Huerfano COUNTY

Huerfano County (the "Applicant/Operator") has applied for a Regular (112) reclamation permit from the Colorado Mined Land Reclamation Board (the "Board") to conduct the extraction of construction materials operations in Huerfano County. The attached information is being provided to notify you of the location and nature of the proposed operation. The entire application is on file with the Division of Reclamation, Mining, and Safety (the "Division") and the local county clerk and recorder.

The applicant/operator proposes to reclaim the affected land to Range land use. Pursuant to Section 34-32.5-116(4)(m), C.R.S., the Board may confer with the local Board of County Commissioners before approving of the post-mining land use. Accordingly, the Board would appreciate your comments on the proposed operation. Please note that, in order to preserve your right to a hearing before the Board on this application, you must submit written comments on the application within twenty (20) days of the date of last publication of notice pursuant to Section 34-32.5-112(10), C.R.S.

If you would like to discuss the proposed post-mining land use, or any other issue regarding this application, please contact the Division of Reclamation, Mining, and Safety, 1313 Sherman Street, Room 215, Denver, Colorado 80203, (303) 866-3567.

NOTE TO APPLICANT/OPERATOR: You must attach a copy of the application form to this notice. If this is a notice of a change to a previously filed application you must either attach a copy of the changes, or attach a complete and accurate description of the change.

NOTICE OF FILING APPLICATION
 FOR COLORADO MINED LAND RECLAMATION PERMIT
 FOR REGULAR (112) CONSTRUCTION MATERIALS EXTRACTION OPERATION

NOTICE TO THE BOARD OF SUPERVISORS
 OF THE LOCAL CONSERVATION DISTRICT

UPPER HUERFANO CONSERVATION DISTRICT

Huerfano County (the "Applicant/Operator") has applied for a Regular (112) reclamation permit from the Colorado Mined Land Reclamation Board (the "Board") to conduct the extraction of construction materials operations in Huerfano County. The attached information is being provided to notify you of the location and nature of the proposed operation. The entire application is on file with the Division of Reclamation, Mining, and Safety (the "Division") and the local county clerk and recorder.

The applicant/operator proposes to reclaim the affected land to Range land use. Pursuant to Section 34-32.5-116(4)(m), C.R.S., the Board may confer with the local Conservation Districts before approving of the post-mining land use. Accordingly, the Board would appreciate your comments on the proposed operation. Please note that, in order to preserve your right to a hearing before the Board on this application, you must submit written comments on the application within twenty (20) days of the date of last publication of notice pursuant to Section 34-32.5-112(10), C.R.S.

If you would like to discuss the proposed post-mining land use, or any other issue regarding this application, please contact the Division of Reclamation, Mining, and Safety, 1313 Sherman Street, Room 215, Denver, Colorado 80203, (303) 866-3567.

NOTE TO APPLICANT/OPERATOR: You must attach a copy of the application form to this notice. If this is a notice of a change to a previously filed application you must either attach a copy of the changes, or attach a complete and accurate description of the change.

AN EXAMPLE PUBLIC NOTICE WHICH MEETS THE REQUIREMENTS OF THE STATUTES IS SHOWN BELOW. THE BLANKS WHICH REQUIRE DATES WILL NEED TO BE FILLED IN ACCORDING TO THE FOLLOWING INSTRUCTIONS. PLEASE READ CAREFULLY.

PUBLICATION INSTRUCTIONS:

Date of commencement and date of completion should represent the dates which you feel most accurately describe the life of the operation.

For all Regular (112) types of operations, this notice must be published once a week for four (4) consecutive weeks, starting within ten (10) days of the date the application is considered to be submitted to the Division. The final date for receiving comments is the 20th day after the fourth publication or the next regular business day.

All notices must be published in a newspaper of general circulation in the locality of the proposed mining operation and mailed to the landowners as set forth in the Colorado Mined Land Reclamation Rules and Regulations. Since the date for consideration of your application may change, DO NOT include it in this notice.

For a complete discussion of the notice procedures and objections, please refer to C.R.S. 34-32.5-112(10), 114 and 115.

PUBLIC NOTICE

(Operator Name) Huerfano County; (Address and Phone Number) 401 Main St., Walsenburg, CO 81089, has filed an application for a Regular (112) Construction Materials Operation Reclamation Permit with the Colorado Mined Land Reclamation Board under provisions of the Colorado Land Reclamation Act for the Extraction of Construction Materials. The proposed mine is known as the (Name of the Mine) Peak View Pit, and is located at or near Section 9, Township 29, Range 68, 6th Prime Meridian.

The proposed date of commencement is TBD, and the proposed date of completion is TBD. The proposed future use of the land is (Future Landuse) Rangeland. Additional information and tentative decision date may be obtained from the Division of Reclamation, Mining, and Safety, 1313 Sherman Street, Room 215, Denver, Colorado 80203, (303) 866-3567, or at the (County Name) Huerfano County Clerk and Recorder's office; (Clerk and Recorder's Address) 401 Main St., Walsenburg, CO 81089, or the above-named applicant.

Comments must be in writing and must be received by the Division of Reclamation, Mining, and Safety by 4:00 p.m. on (Final Date for Comments) TBD.

Please note that under the provisions of C.R.S. 34-32.5-101 et seq. Comments related to noise, truck traffic, hours of operation, visual impacts, effects on property values and other social or economic concerns are issues not subject to this Office's jurisdiction. These subjects, and similar ones, are typically addressed by your local governments, rather than the Division of Reclamation, Mining, and Safety or the Mined Land Reclamation Board.

An example Structure Agreement which meets the requirements of the Statutes is shown below.

Structure Agreement

This letter has been provided to you as the owner of a structure on or within two hundred (200) feet of a proposed mine site. The State of Colorado, Division of Reclamation, Mining and Safety (“Division”) requires that where a mining operation will adversely affect the stability of any significant, valuable and permanent man-made structure located within two hundred (200) feet of the affected land, the Applicant shall either:

- a) Provide a notarized agreement between the Applicant and the Person(s) having an interest in the structure, that the Applicant is to provide compensation for any damage to the structure; or
- b) Where such an agreement cannot be reached, the Applicant shall provide an appropriate engineering evaluation that demonstrates that such structure shall not be damaged by activities occurring at the mining operation; or
- c) Where such structure is a utility, the Applicant may supply a notarized letter, on utility letterhead, from the owner(s) of the utility that the mining and reclamation activities, as proposed, will have “no negative effect” on their utility. (*Construction Materials Rule 6.3.12 and Rule 6.4.19 & Hard Rock/Metal Mining Rule 6.3.12 and Rule 6.4.20*)

The Colorado Mined Land Reclamation Board (“Board”) has determined that this form, if properly executed, represents an agreement that complies with Construction Materials Rule 6.3.12(a), Rule 6.4.19(a), and C.R.S. § 34-32.5-115(4)(e) and with Hard Rock/Metal Mining Rule 6.3.12(a), Rule 6.4.20(a), and C.R.S. § 34-32-115(4)(d). This form is for the sole purpose of ensuring compliance with the Rules and Regulations and shall not make the Board or Division a necessary party to any private civil lawsuit to enforce the terms of the agreement or create any enforcement obligations in the Board or the Division.

The following structures are located on or within 200 feet of the proposed affected area:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

(Please list additional structures on a separate page)

CERTIFICATION

The Applicant, Huerfano County (print applicant/company name),
by Dustin Hribar (print representative's name), as Road Superintendent (print
representative's title), does hereby certify that _____ (structure owner) shall
be compensated for any damage from the proposed mining operation to the above listed structure(s)
located on or within 200 feet of the proposed affected area described within Exhibit A, of the Reclamation
Permit Application for Peak View Pit (operation name),
File Number M-____ - ____.

*This form has been approved by the Colorado Mined Land Reclamation Board pursuant to its
authority under the Colorado Land Reclamation Act for the Extraction of Construction Materials and
the Colorado Mined Land Reclamation Act for Hard Rock, Metal, and Designated Mining Operations.
Any alteration or modification to this form shall result in voiding this form.*

NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Applicant _____ Representative Name _____

Date _____ Title _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 20____, by
_____ as _____ of _____.

Notary Public My Commission Expires: _____

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner _____ Name _____

Date _____ Title _____

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing was acknowledged before me this ___ day of _____, 20___, by
 _____ as _____ of _____.

_____ My Commission Expires: _____

Notary Public

HUERFANO COUNTY

PAYROLL STATUS CHANGE	EFFECTIVE DATE
	12/13/2024

NAME: James Graham	PAYROLL :	12/20/2024
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CHANGE OF ADDRESS/PHONE	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM <small>(DOES NOT APPLY TO NEW EMPLOYEE)</small>	TO
JOB TITLE	Detention Officer	
DEPARTMENT	Jail	
HOURS		
ANNUAL SALARY	\$38,000.00	
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	

REASON FOR CHANGE

- | | | |
|--|---|---|
| NEW HIRE
REHIRED
PROMOTION
DEMOTION
TRANSFER | <div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;">RESIGNATION</div>
RETIREMENT
LAYOFF
ADMINISTRATIVE LEAVE PAID
ADMINISTRATIVE LEAVE UN-PAID
TERMINATION | LENGTH OF SERVICE INCREASE
REEVALUATION OF CURRENT JOB
INTRODUCTORY PERIOD COMPLETED
OTHER |
|--|---|---|

COMMENTS, IF NECESSARY

Motion to accept the resignation of James Graham effective immediately. James Graham will not be eligible for Re-hire with this department due to him not giving an adequate notice for his resignation.

Elected Official/Department Manager	Chairman
12/13/24	

Date	Date
Date to Finance Office: _____	

RESOLUTION NO. 24-52

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

**A RESOLUTION AMENDING AND RESTATING RESOLUTION 24-45
AUTHORIZING A DESIGN AND ENGINEERING LOAN AGREEMENT IN THE
AMOUNT OF \$200,000 FOR THE GARDNER PUBLIC IMPROVEMENT DISTRICT
FROM THE COLORADO WATER POLLUTION CONTROL REVOLVING FUND**

WHEREAS, Huerfano County, Colorado (the "County"), is a duly and regularly created, organized and existing political subdivision and public body corporate of the State of Colorado (the "State"); and

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 Gardner Public Improvement District (the "District") is a duly and regularly created, organized and existing quasi-municipal subdivision and public body corporate of the State of Colorado (the "State");

WHEREAS, pursuant to C.R.S. § 30-20-510, the Board of County Commissioners constitute ex-officio the Board of Directors of the Gardner Public Improvement District (together or separately the "Board"); and,

WHEREAS, pursuant to C.R.S. § 30-20-512(1)(e), a public improvement district may incur debt to fund its purposes; and

WHEREAS, the Board has determined it is in the best interests of the District and its residents that the District finance the design and engineering for a project to replace the collection system along State Highway 69 and installing a new waste water treatment facility effluent pipe extension.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Huerfano County, Colorado that the following is hereby adopted:

1. **The Project.** The project consists of replacing the collection system along State Highway 69 and installing a new waste water treatment facility effluent pipe extension. The collection system portion of the project consists of upgrades of existing pipes and the replacement of manholes.
2. **Determination of Need.** The Board of the District has determined that a true and very real need exists for the project as described in the Loan Agreement between the Gardner Public Improvement District, CO and the Colorado Water Resources and Power Development Authority.
3. **Approval and Authorization.** The Board of the District has determined that the Loan Agreement, substantially in the form presented to this meeting, is in the best

interests of the District for the completion of the project, and the Board hereby approves the entering into of the Loan Agreement by the District and hereby designates and authorizes the Chairman of the Board of County Commissioners and the County Clerk and Recorder to execute and deliver the Loan Agreement on District's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Loan Agreement. The Chairman of the Board of County Commissioners, County Clerk and Recorder, County Administrator, and Finance Officer are designated and authorized to act as authorized officers pursuant to Exhibit B of the Loan Agreement.

- 4. **Adoption of Resolution.** The signatures in the Loan Agreement from the designated individuals for the Board of the District evidence the adoption by the Board of this Resolution.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 17th day of DECEMBER 2024.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
Arica Andreatta, Chairman

Karl Sporleder, Commissioner

Mitchell Wardell, Commissioner

RESOLUTION NO. 24-51

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

**A RESOLUTION ESTABLISHING AND APPROVING ANNUAL SALARIES
FOR ALL NON-ELECTED EMPLOYEES FOR THE COUNTY OF HUERFANO,
COLORADO FOR BUDGET YEAR 2025**

WHEREAS, Under C.R.S. § 30-11-107(2)(a) the Board of County Commissioners of Huerfano County, Colorado is charged with the exclusive power to adopt the annual budget for the operation of the county government, including all offices, departments, boards, commissions, other spending agencies of the county government, and other agencies which are funded in whole or in part by county appropriations, and the final budget determination of the Board of County Commissioners shall be binding upon each of the respective offices, departments, boards, commissions, other spending agencies of the county government, and other agencies which are funded in whole or in part by county appropriations.

WHEREAS, C.R.S. § 30-11-107(2)(b) provides that every decision made by the board of county commissioners in exercising its budget-making power shall be presumed to be a valid exercise of the power to adopt the annual budget; and

WHEREAS, C.R.S. § 30-2-104(1)(a) provides that the compensation of deputies and assistants of the county clerk and recorders, county treasurers, county assessors, county coroners, and surveyors of the respective counties may appoint such deputies, assistants, and employees as shall be necessary at the compensation, payable at least once each month, as fixed by the officers with the approval of the board of county commissioners of their respective counties; and

WHEREAS, C.R.S. § 30-2-106(1) provides that Undersheriffs and deputy sheriffs shall be appointed by the sheriffs of their respective counties, and their salaries shall be paid at least once each month. In all counties the salaries of the undersheriff and deputy sheriff shall be fixed by the sheriff, with the approval of the board of county commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Huerfano County, Colorado that the salaries of the non-elected County Employees will be as follows:

Name	Position	Salary	Status
Land Use			
Chamberlain, Cheri	Building Code Enforcement Tech	\$ 43,575.00	Non-Exempt
Sablich, Kenneth	Building Code Enforcement Tech	\$ 43,575.00	Non-Exempt

Witt, Kyla	Administrative Assistant	\$ 36,750.00	Non-Exempt
Clerk & Recorder			
Bobian, Terence	Clerk I/MV Tech/Frontline Clerk	\$ 34,000.00	Non-Exempt
Camacho, Christiana	Election Deputy Specialist	\$ 40,000.00	Non-Exempt
Glover, Angie	Deputy Director of Recording /MV Tech	\$ 44,000.00	Non-Exempt
Martin, Amanda	Chief Deputy Clerk & Rec.	\$ 44,500.00	Non-Exempt
Welsh, Hannah	Admin Clerk to the Board/ Election Assistant	\$ 33,000.00	Non-Exempt
Treasurer			
Bernal, Deborah	Chief Administration Clerk	\$ 44,000.00	Non-Exempt
Kelley, Rhonda	Deputy Treasurer / Public Trustee	\$ 48,000.00	Non-Exempt
Assessor			
Kelly, Cecilia	Assessor Data Collections Clerk	\$ 38,535.00	Non-Exempt
Knight, Joshua	Ad Valorem Appraiser	\$ 38,535.00	Non-Exempt
Pino, Sara	Chief Clerk	\$ 45,683.00	Non-Exempt
Quintana, Bruce	Deputy/Chief Appraiser	\$ 49,304.00	Non-Exempt
Public Works			
Bechaver, Christopher	Deputy of Public Works /GPID Operator	\$ 56,602.00	Exempt
Martinez, Randy	Maintenance	\$ 40,110.00	Non-Exempt
Stevens, Bobby	Maintenance - PT	\$ 15.75	Non-Exempt
Vigil, Ronald	Maintenance	\$ 41,640.00	Non-Exempt
Emergency Management			
Hallihan, Ross	Mitigation & Planning Coordinator	\$ 56,602.00	Exempt

Sheriff			
Aldretti, Krissie	HR Liaison	\$ 47,853.00	Non-Exempt
Biggins, Marc	Reserve Deputy	\$ 22.60	Non-Exempt
Brink, Sabina	Secretary	\$ 38,220.00	Non-Exempt
Butler, Spencer	Patrol Deputy	\$ 55,000.00	Non-Exempt
Diggs, Caleb	Patrol Deputy	\$ 55,000.00	Non-Exempt
Dominguez, Maria	Patrol Deputy	\$ 55,000.00	Non-Exempt
Hijar, Roman	Sargeant	\$ 61,000.00	Non-Exempt
LaPorte, Billy	Captain	\$ 69,326.14	Non-Exempt
Lessar, Craig	Captain	\$ 70,326.58	Non-Exempt
Martin, Frank	Corporal	\$ 57,000.00	Non-Exempt
Mathews, Dan	Patrol Deputy	\$ 55,000.00	Non-Exempt
Medina, Leon	Security	\$ 46,000.00	Non-Exempt
Pacheco, Diana	Lieutenant	\$ 66,500.12	Non-Exempt
Perry, Trevon	Patrol Deputy	\$ 45,847.00	Non-Exempt
Pettie, Melanie	Secretary	\$ 55,000.00	Non-Exempt
Pineda, Catherine	Secretary	\$ 40,645.00	Non-Exempt
Rapo, Milan	Undersheriff	\$ 74,618.22	Non-Exempt
Trujillo, Edith	Detention - Training Officer	\$ 20.00	Non-Exempt
Werner, Zechariah	Patrol Deputy	\$ 55,000.00	Non-Exempt
Jail			
Aires- Sanchez, Michael	Detention Officer	\$ 39,000.00	Non-Exempt
Espinoza, Jessica	Detention Officer/Intern	\$ 15.87	Non-Exempt

Graham, James	Detention Officer	\$ 39,000.00	Non-Exempt
Horton, Savannah	Detention Officer	\$ 38,000.00	Non-Exempt
Ortiz, Sara	Detention Officer	\$ 38,760.00	Non-Exempt
Pino, Stuart	Lieutenant	\$ 45,900.00	Non-Exempt
Sanchez, Marc	Detention Officer	\$ 38,000.00	Non-Exempt
Sanchez, Victoria	Detention Officer	\$ 38,000.00	Non-Exempt
Schnedler II, Jeffrey	Lieutenant	\$ 45,900.00	Non-Exempt
Vigil, Lea	Captain/Jail Administrator	\$ 56,100.00	Non-Exempt
Road & Bridge			
Archuleta, Nick	Operator/Shop Manager	\$ 55,000.00	Non-Exempt
Hall, Jeremiah	Operator	\$ 47,145.00	Non-Exempt
Hawkenson, Scott	Diesel Mechanic	\$ 57,000.00	Non-Exempt
Hribar, Dustin	R & B Superintendent	\$ 78,750.00	Exempt
McCaslin, David	Mechanic/Operator	\$ 52,500.00	Non-Exempt
Medina, Santino	Operator	\$ 47,145.00	Non-Exempt
Noga, Justin	Operator	\$ 52,500.00	Non-Exempt
Pendergrass, Rick	Operator	\$ 45,000.00	Non-Exempt
Perrino, Dennis	Operator	\$ 47,145.00	Non-Exempt
Perrino, Tony	Operator	\$ 47,145.00	Non-Exempt
Smircich, Rodney	Operator	\$ 45,750.00	Non-Exempt
Sporcich, Jerry	Operator/Shop Manager	\$ 55,000.00	Non-Exempt
Valdes, Jared	Operator	\$ 47,145.00	Non-Exempt
Valdez, Paul	Operator	\$ 47,145.00	Non-Exempt

Vallejos, Anthony	Operator	\$ 47,145.00	Non-Exempt
Vanmatre, Dale	Operator	\$ 47,145.00	Non-Exempt
Vigil, Richard	Operator	\$ 47,145.00	Non-Exempt
Vucetich, David	Operator	\$ 47,145.00	Non-Exempt
Administration			
Gilbert, Robert	Management Fellow	\$ 42,000.00	Non-Exempt
Jones, Gabriella	Administrative Assistant	\$ 18.87	Non-Exempt
Trujillo, Kimberly	Finanace Officer	\$ 75,075.00	Exempt
Wakeman, Angela	Human Resources Officer	\$ 56,610.00	Exempt
Young, Carl	County Administrator	\$ 100,224.00	Exempt
DHS			
Barela, Giana	Family Development Worker/ COSHI Coordinator	\$ 40,000.00	Non-Exempt
Blessman, Elliott	IT Tech I	\$ 23.36	Non-Exempt
Brunmeier, Dylan	Assistance Payments Technician	\$ 37,000.00	Non-Exempt
Cabrera, Olivia	Assistance Payments Technician	\$ 40,000.00	Non-Exempt
Clowe, Beth	Assistance Payments Technician	\$ 32.04	Non-Exempt
Cordova, Krista	CPS Caseworker I	\$ 40,000.00	Non-Exempt
DeWolf, Destry	VSO	\$ 15.70	Non-Exempt
Garcia Vallejos, Andrea	PT Play Group Facilitator	\$ 20.00	Non-Exempt
Greene, Roger	PT FEM/ PRT Meeting Facilitator	\$ 24.89	Non-Exempt
Hribar, Joanna	Adult Services Lead Worker	\$ 60,000.00	Exempt
James, Janet	Accountant / Consultant	\$ 36.40	Non-Exempt
Kaestner, Carey	Assistance Payments Technician	\$ 37,000.00	Non-Exempt

Liebchen, Kurt	Legal Technician IV	\$ 56,602.00	Exempt
Melonas, Kathy	Assistance Payments Technician	\$ 20.00	Non-Exempt
Montoya, Andrea	FRC Director	\$ 68,000.00	Exempt
Ore, Shelby	Assistance Payments Technician; Employment First Case Manager	\$ 37,000.00	Non-Exempt
Orourke, Kathleen	Assistance Payments Supervisor	\$ 68,000.00	Exempt
Ortivez, Dreama	Child Welfare Unit Supervisor	\$ 68,000.00	Exempt
Pacheco, Heather	Assistance Payments Technician	\$ 40,000.00	Non-Exempt
Pacheco-Coulter, Hallie	APS Supervisor	\$ 68,000.00	Exempt
Romero, April	CPS Caseworker I	\$ 45,000.00	Non-Exempt
Salazar, Francisca	Janitor	\$ 20.00	Non-Exempt
Serra, Melissa	Family Services Coordinator	\$ 45,000.00	Non-Exempt
Sierra, Karina	Accountant I	\$ 42,000.00	Non-Exempt
Sweet, Ann	Accounting Clerk III	\$ 48,000.00	Non-Exempt
Vallejos, Amy	Play Group Facilitator	\$ 24.66	Non-Exempt
Vosburgh, Morgan	Adult Services Case Aide	\$ 37,000.00	Non-Exempt
Weller, Deah	Office Manager	\$ 40,000.00	Non-Exempt
Wellman, Heather	Director	\$ 90,000.00	Exempt
Wilkins, Ashley	CPS Leadworker	\$ 60,000.00	Exempt
Wilkins, Tayla	Assistance Payments Technician	\$ 43,000.00	Non-Exempt
Emergency Services Fund			
Bustos-Driskill, Victoria	Communications Officer/Dispatcher	\$ 42,500.00	Non-Exempt
Crisp, Aizlynn	Communications Officer/Dispatcher	\$ 45,000.00	Non-Exempt
Kohler, Elizabeth	Communications Officer/Dispatcher	\$ 42,500.00	Non-Exempt

Lopez Rodriguez, Raquel	Communications Center Manager / Dispatcher - CTO	\$ 59,000.00	Exempt
Martinez, Lindsay	Communications Officer/Dispatcher	\$ 42,500.00	Non-Exempt
Rodriguez, Miriam	Communications Officer/Dispatcher	\$ 45,000.00	Non-Exempt
Ruiz, Chamaine	Communications Officer/Dispatcher	\$ 42,500.00	Non-Exempt
Sanchez, Darren	Dispatch Communications Supervisor / CTO	\$ 56,602.00	Exempt

IT/GIS

Luginbill, Anthony	IT Tech III	\$ 65,410.00	Exempt
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Parks & Recreation

Berry, Lester	Director of Parks & Rec./ Interim Public Works Director	\$ 73,500.00	Exempt
Valdez, Celena	Parks & Recreation Specialist - PT	\$ 18.36	Non-Exempt

Weed Department

Bryant, Charles	Weed Manager	\$ 55,000.00	Non-Exempt
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BE IT FURTHER RESOLVED that the salaries set forth in this Resolution will take effect on December 29, 2024 to be paid out on the January 17, 2025 payroll unless superseded by a Board approved position change that was authorized, but has not taken effect as of this Resolution.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 17th day of DECEMBER 2024.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS OF HUERFANO COUNTY, COLORADO

BY _____
Arica Andreatta, Chairman

Karl Sporleder, Commissioner

Mitchell Wardell, Commissioner



MEMORANDUM

MEETING TYPE: Board of County Commissioners Regular Meeting

MEETING DATE: December 17th, 2024

ITEM NAME: Communications Center Overtime Payout

SUBMITTED BY: Brittney Ciarlo, Emergency Manager

SUMMARY: I am requesting that all overtime be paid out for Communications Center staff for the period of January 1, 2025 - March 10, 2025 while we have two new hires in training.

RECOMMENDATION: The BOCC will approve all worked overtime be paid out for the Emergency Services staff from January 1, 2025- March 10, 2025.

BACKGROUND: Currently, the Emergency Services/Public Communications department has three open positions. We have two that start the 12-week training course on Dec. 16th. We will not be able to hire the third and final position until after this round of training is completed.

With the currently trained and available staff, we have moved the manager to cover a full time day shift and train one new hire. The night supervisor will continue his shift with a trainee as well. We will not have a second dispatcher available for days until the training is complete. This only leaves the night supervisor (with a trainee) the only flex coverage we have for the next 12 week period.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:



MEMORANDUM

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BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:



MEMORANDUM

MEETING TYPE: Board of County Commissioners Regular Meeting

MEETING DATE: December 10th, 2024

ITEM NAME: PTSA Membership Agreement

SUBMITTED BY: Brittney Ciarlo, Emergency Manager & Anthony Luginbill, IT Director

SUMMARY: This agreement will give our organization access to the CyberBytes Public Safety Threat Alliance portal, where there is much more information, such as Dark Web Monitoring and automated IOC feed are also available. There is no cost for membership or any of the services.

RECOMMENDATION: We recommend that the BOCC approve the membership agreement for PSTA(public safety threat alliance) monitoring services.

BACKGROUND: CyberBytes utilizes the Public Safety Threat Alliance to share levels of cyber risk among all partners as well as potential, current and new cyber threats.As part of the PSTA, agencies and other members are encouraged to share their own cybersecurity threat experiences to improve the awareness and readiness of the overall group.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

Public Safety Threat Alliance Member Agreement

This Member Agreement (“**Agreement**”) is entered into between Public Safety Threat Alliance, a registered ISO established by Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**PSTA**”) and _____, (“**Member**”) with offices at _____. PSTA and Member will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement is effective as of the date of the last signature (the “**Effective Date**”).

Whereas, the Public Safety Threat Alliance was created to administer, collect and share cyber threat intelligence information with a focus on public safety systems and mission critical networks;

Whereas, the goal of the Public Safety Threat Alliance is to provide Members with cyber intelligence relevant to public safety, provide shared best practices, to raise cybersecurity awareness and increase cyber maturity of the entire public safety landscape through Public Safety Threat Alliance distributed content;

Whereas, Member desires to participate and contribute to the Public Safety Threat Alliance, and receive cyber threat intelligence information from the Public Safety Threat Alliance in accordance with the terms of this Agreement.

1. Definitions

“**Affiliate**” shall mean any company, corporation or other entity controlled by, in control of or under common control with Member and Member has authority to contractually bind the entity. For purposes of this definition, “control” means the ownership, legally or beneficially, directly or indirectly, of more than 50% of the voting shares or more than 50% of the assets of any company or corporation.

“**Authorized Users**” are Member’s employees, contractors, and the entities (if any) specified in an Ordering Document, provided such entity is an Affiliate of Member or otherwise approved by PSTA in writing (email from an authorized PSTA signatory accepted), which may include affiliates or other Member agencies.

“**Content Materials**” are anonymized, aggregated and/or other generalized information obtained from PSTA Members, PSTA customers and other external sources relating to security threat intelligence and mitigation data generally. Such Content Material may include, but is not limited to: third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, as well as tactics, techniques, and procedures used, learned or developed in the course of addressing security incidents. Content Materials may include Service Use Data and Personal Data.

“**Controller**” means the entity who collects and determines the purpose and means of Processing of Personal Data.

“**Data Protection Laws**” means all data protection laws and regulations applicable to a Party with respect to the Processing of Personal Data under the Agreement.

“**Data Subjects**” means the identified or identifiable person to whom Personal Data relates.

“**Metadata**” means data that describes other data.

“**PSTA Data**” means data owned by PSTA and made available to Member as Content Material.

“Ordering Document” means solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Fees associated with the Public Safety Threat Alliance Subscription, additional options or cyber security services to be purchased by Member and provided by PSTA and additional rights and obligations of the Parties.

“Other Sources” means sources of Content Material other than Member such as other Public Safety Threat Alliance Members, PSTA customers, third parties and sources providing publicly available information.

“Personal Data” means any information relating to an identified or identifiable natural person transmitted to PSTA by, through, or on behalf of Member and its Authorized Users as part of Content Material. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Process” or **“Processing”** means any operation or set of operations which is performed on Content Material, including Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means the entity which Processes Personal Data on behalf of the Controller.

“Security Incident” means an incident leading to the accidental or unlawful destruction, loss, alteration or disclosure of, or access to Personal Data, while processed by PSTA.

“Service Use Data” means data generated about the use of the Products and Services through Customer’s use or PSTA’s support of the Products and Services, which may include Metadata, Personal Data, product performance and error information, activity logs, and date and time of use

“Member Contact Data” means data PSTA collects from Member and its Authorized Users for business contact purposes, including without limitation marketing, advertising, licensing, invoicing and sales purposes.

“Sub-processor” means other processors engaged by PSTA to Process Content Material which may include Personal Data.

“Third Party Data” means information obtained by PSTA from publicly available sources or its third party content providers which may be aggregated with Content Materials and thereby become part of Content Materials made available to Member by PSTA.

2. Public Safety Threat Alliance Participation

2.1 Member Participation. As a Member participating in the Public Safety Threat Alliance, and as governed by the terms herein, Member agrees to: (1) PSTA’s collection of Content Material from Member, (2) the aggregation of such Content Material with Content Material derived from other sources, (3) the Processing, use and distribution of such Content Material to Other Sources and/or (4) PSTA’s other use of the Content Materials for lawful business purposes, including improving its products and services. In exchange for Member’s participation hereunder, PSTA will provide

Member access to and use of the Public Safety Threat Alliance Content Material subject to the terms and conditions set forth in this Agreement.

2.2 Invoicing and Payment for Membership. Fees and charges applicable to the Public Safety Threat Alliance Membership (the “Fees”) will be as set forth in the applicable Ordering Document. PSTA will invoice Member at the frequency set forth in the applicable Ordering Document, and Member will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. PSTA may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document.

2.2.1. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, “Taxes”), all of which will be paid by Member, except as exempt by law, unless otherwise specified in an Ordering Document. If PSTA is required to pay any Taxes, Member will reimburse PSTA for such Taxes (including any interest and penalties) within thirty (30) days after Member’s receipt of an invoice therefore. Member will be solely responsible for reporting the Subscription, additional option or service for personal property tax purposes, and PSTA will be solely responsible for reporting taxes on its income and net worth.

3. Member Obligations

3.1. Content and Data Sharing. Member agrees to (1) at its discretion, actively share with PSTA its own properly anonymized, aggregated or generalized information as relevant to the Content Material, and for proposed inclusion and distribution as Content Material for the Public Safety Threat Alliance; (2) authorize all Member’s Content Material for use and distribution under the terms of this Agreement and Addendum A Traffic Light Protocol (“TLP Designation”) Labeling; (3) designate any additional limitations or instructions on use and distribution of Member’s Content Material; (4) use and redistribute such Content Material only in accordance with the Agreement and the applicable TLP Designation that accompanied the Content Material and (5) to allow for processing of underlying security threat intelligence information as may be identified in any active monitoring or cyber related engagement between PSTA and Member. Member has no rights to de-identify the TLP Designation of Content Material.

3.2 License and Use of Public Safety Threat Alliance Content Material. PSTA grants Member a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Content Material solely for the Member’s internal business purposes and only for security related functions. Except as it relates to the Member’s own information and subject to those rights granted under other agreements with PSTA, the Content Material, including any information contributed by other Members, PSTA customers or third parties, is or becomes the property of PSTA for the benefit of the Public Safety Threat Alliance and may be included in the Content Material. The Content Material is provided for the purpose of use by the Public Safety Threat Alliance and its Members. Member will not, and require it’s Authorized Users to not: (a) use the Content Material, or derivative information therefrom, for any purpose other than Member’s internal business purposes and only for security related functions; (b) disclose the Content Material, or derivative information therefrom, except in accordance with the TLP Designation. (c) “white label” the Content Material, or derivative information therefrom or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such Content Material, or derivative information therefrom, in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the Content Material; or (f) modify such Content Material, or derivative information therefrom, or combine any of it with Member’s own data or other data or use the data to build databases. Member acknowledges

having been advised that the Content Material, or derivative information therefrom, is protected in the U.S. and internationally by a variety of laws, including but not limited to, copyright laws and treaty provisions, trademark laws, patent laws and other proprietary rights laws. Member shall notify the Public Safety Threat Alliance immediately in the event of any use or redistribution of the Shared Data (i) in violation of the TLP Designation, or (ii) the terms of this Agreement.

3.3 Confidentiality of the Content Material. The Content Material and other information shared by Member and PSTA for the benefit of the Public Safety Threat Alliance is deemed to be confidential and “sensitive”, in accordance with Addendum A. Members will: (i) maintain the confidentiality of the Content Material and not disclose it to any third party, except as authorized by hereunder, or by the PSTA in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of the Content Material to its employees who have a “need to know” and not copy or reproduce the Content Material; (iii) take necessary and appropriate precautions to guard the confidentiality of the Content Material, including informing its employees who handle the Content Material that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the Member applies to its own confidential information and will not be less than reasonable care. The Parties acknowledge that the Cyber Information Security Act of 2015 (Sections 1503(d)(4)(B) and 1504(d)(3).c.) exempts disclosure under any state, local, or tribal “sunshine law” or similar law requiring disclosure of information or records.

3.3.1. Use of Content Material. In compliance with the restrictions on the use of Content Material in this Section 3.3, Section 3.2 (License and Use of Public Safety Threat Alliance Content Material) and elsewhere in this Agreement, and in the spirit of cooperation and mutual benefit intended among Members, Member agrees that it shall not use Content Material shared in confidence by another Member to the competitive disadvantage of, or to obtain a commercial advantage over, the sharing Member.

3.4 Subscription Software License. Subject to Member’s and its Authorized Users’ compliance with the Agreement, PSTA hereby grants Member and its Authorized Users a limited, non-transferable, non-sub-licenseable, and non-exclusive license to use the Public Safety Threat Alliance service and the associated documentation, solely for Member’s network enterprise defenses. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Membership Term. Member may access, and use the Public Safety Threat Alliance service only in Member’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Public Safety Threat Alliance service remotely from any location. Member agrees to be bound by the terms of the web based and mobile application licenses accessible at login. No custom development work will be performed under this Agreement.

4. Public Safety Threat Alliance - PSTA Obligations

4.1 Public Safety Threat Alliance Content Material. PSTA will collect Content Material from Member and aggregate that Content Material with other Content Material collected from Other Sources. PSTA will share the Content Material with Member and Other Sources, subject to the terms of this Agreement.

4.2 Anonymization of Content Material. When pre-anonymized Content Material is provided by Member to PSTA for inclusion and distribution through the Public Safety Threat Alliance, PSTA shall have the right to use and distribute such Content Material without further anonymization. Notwithstanding the foregoing, PSTA reserves the right to further anonymize, generalize or aggregate any such provided information, in its sole discretion, prior to release and distribution as part of the Content Material. For avoidance of doubt, PSTA has the sole and absolute discretion

relating to the inclusion or exclusion of information from the Content Material and may edit, modify, revise, shorten or choose not to use proposed contributions of information offered from Member or Other Sources.

4.3 Grant of License to Content Material by Member Member grants PSTA, its subcontractors and Sub-Processors a royalty-free, worldwide, non-exclusive license to use, Process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from Content Material from Member and to sub-license, communicate, transmit, and distribute such Content Material to Other Sources in connection with furtherance of the purposes set forth in the Recitals to this Agreement..

5. PSTA Processing of Content Materials Including Personal Data

5.1 Roles of the Parties. The Parties agree that with regard to the Processing of Personal Data hereunder, Member is the Controller and PSTA is the Processor.

5.2 PSTA's Processing of Content Materials. PSTA and Member agree that PSTA may only use and Process Content Material, including the Personal Data embedded in Service Use Data, in accordance with applicable law and Member's documented instructions for the following purposes: (i) to perform under the Agreement including but not limited to as set forth in section 4 above; (ii) analyze Data to operate, maintain, manage, and improve the Public Safety Alliance; and (iii) create new products and services. PSTA and Member agree that this Agreement and Member's use of the Content Material are Member's complete and final documented instructions to PSTA for the Processing of Content Materials, including Personal Data. Any additional or alternate instructions must be agreed to in writing as an amendment to this Agreement. Member represents and warrants to PSTA that Member's instructions, including appointment of PSTA as a Processor, have been authorized by the relevant controller. Content Materials may be processed by PSTA at any of its global locations and/or disclosed to Sub-processors. It is Member's responsibility to notify Authorized Users of PSTA's collection and use of Content Materials, including Personal Data, and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use. Member represents and warrants to PSTA that it has complied with the terms of this provision.

5.3 Details of Processing. All Personal Data processed by PSTA through the Public Safety Threat Alliance shall be for purposes described herein and only for the duration of the operation of the Public Safety Threat Alliance. The categories of Data Subjects and types of Personal Data are set forth on **Annex I** to this Agreement.

5.4 Disclosure of Processed Data. Member agrees PSTA may disclose and share any Content Materials with Other Sources, in PSTA's discretion, to further the purposes of the Public Safety Threat Alliance. In the event a government or supervisory authority demands access to Content Material, to the extent allowable by law, PSTA will provide Member with notice of receipt of the demand to provide sufficient time for Member to seek appropriate relief in the relevant jurisdiction. In all circumstances, PSTA retains the right to comply with applicable law. PSTA must ensure that its personnel are subject to a duty of confidentiality with respect to Personal Data, and will contractually obligate its sub-processors to a duty of confidentiality, with respect to the handling of Personal Data contained in Content Materials.

5.5 Member's Compliance Obligations. Member is solely responsible for its compliance with all Data Protection Laws and establishing and maintaining its own policies and procedures to ensure such compliance. Member must not use the Public Safety Threat Alliance Content Material in a manner that would violate applicable Data Protection Laws. Member must have sole responsibility

for (i) the lawfulness of any transfer of Personal Data to PSTA, (ii) the accuracy, quality, and legality of Personal Data provided to PSTA; (iii) the means by which Member acquired Personal Data, and (iv) the provision of any required notices to, and obtaining any necessary acknowledgements, authorizations or consents from Data Subjects. Member takes full responsibility to keep the amount of Personal Data provided to PSTA to the minimum necessary for PSTA to perform in accordance with the Agreement.

5.6. PSTA as a Controller or Joint Controller. In all instances where PSTA acts as a Controller it must comply with the applicable provisions of the PSTA Privacy Statement at https://www.PSTAsolutions.com/en_us/about/privacy-policy.html#privacystatement as each may be updated from time to time. PSTA holds all Member Contact Data as a Controller and must Process such Member Contact Data in accordance with the PSTA Privacy Statement. In instances where PSTA is acting as a Joint Controller with Member, the Parties must enter into a separate addendum to the Agreement to allocate the respective roles as joint controllers.

5.7 Sub-processors.

5.7.1 Use of Sub-processors. Member agrees that PSTA may engage Sub-processors who in turn may engage Sub-processors to Process Content Materials, including Personal Data in accordance with this Agreement. A current list of Sub-processors is set forth at **Annex II** When engaging Sub-processors, PSTA must enter into agreements with the Sub-processors to bind them to obligations which are substantially similar or more stringent than those set out in this Agreement.

5.7.2 Changes to Sub-processing. The Member hereby consents to PSTA engaging Sub-processors to process Member Data provided that: (i) PSTA must use its reasonable endeavors to provide prior notice of the addition or removal of any Sub-processor, which may be given by posting details of such addition or removal at a URL provided to Member in **Annex II**; (ii) PSTA imposes data protection terms on any Sub-processor it appoints that protect the Personal Data to the same standard provided for by this Agreement; and (iii) PSTA remains fully liable for any breach of this clause that is caused by an act, error or omission of its Sub-processor(s). The Member may object to PSTA's appointment or replacement of a Sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, PSTA will either appoint or replace the Sub-processor or, if in PSTA's discretion this is not feasible, the Customer may terminate this Agreement.

5.8. Data Subject Requests. PSTA must, to the extent legally permitted, promptly notify Member if it receives a request from a Data Subject, including without limitation requests for access to, correction, amendment, transport or deletion of such Data Subject's Personal Data and, to the extent applicable, PSTA must provide Member with commercially reasonable cooperation and assistance in relation to any complaint, notice, or communication from a Data Subject. Member must respond to and resolve promptly all requests from Data Subjects which PSTA provides to Member. Member must be responsible for any reasonable costs arising from PSTA's provision of such assistance under this Section.

5.9. Data Transfers. PSTA agrees that it must not make transfers of Personal Data under this Agreement from one country's jurisdiction to another unless such transfers are performed in compliance with this Agreement and applicable Data Protection Laws. PSTA agrees to enter into appropriate agreements with its affiliates and Sub-processors, which will permit PSTA to transfer Personal Data to its affiliates and Sub-processors. PSTA agrees to amend as necessary its agreement with Member to permit transfer of Personal Data from PSTA to Member. PSTA also agrees to assist the Member in entering into agreements with its affiliates and Sub-processors if required by applicable Data Protection Laws for necessary transfers.

5.10. Security. PSTA must implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk posed by the Processing of Personal Data, taking into account the costs of implementation; the nature, scope, context, and purposes of the Processing; and the risk of varying likelihood and severity of harm to the data subjects..

5.10.1. Security Incident Notification. If PSTA becomes aware of a Security Incident involving Personal Data provided by Member, then PSTA must (i) notify Member of the Security Incident without undue delay, (ii) investigate the Security Incident and apprise Member of the details of the Security Incident and (iii) take commercially reasonable steps to stop any ongoing loss of Personal Data due to the Security Incident if in the control of PSTA. Notification of a Security Incident must not be construed as an acknowledgement or admission by PSTA of any fault or liability in connection with the Security Incident. PSTA must make reasonable efforts to assist Member in fulfilling Member's obligations under Data Protection Laws to notify the relevant supervisory authority and Data Subjects about such incident.

5.11. Data Retention and Deletion.

Except for anonymized Personal Data, or as otherwise provided under the Agreement, PSTA will delete all Personal Data provided by Member no later than eighteen (18) months following termination or expiration of this Agreement unless otherwise required to comply with applicable law.

5.12. CCPA and CPRA. If PSTA is Processing Personal Data within the scope of the California Consumer Protection Act ("CCPA") and/or the California Privacy Rights Act ("CPRA") (collectively referred to as the "California Privacy Acts"), Member acknowledges that PSTA is a "Service Provider" within the meaning of the California Privacy Acts. PSTA must process Member Data and Personal Data on behalf of Member and, not retain, use, or disclose that data for any purpose other than for the purposes set out in this DPA and as permitted under the California Privacy Acts including under any "sale" exemption. In no event will PSTA or Member sell any such data. If a California Privacy Act applies, Personal Data must also include any data identified with the California Privacy Acts or Act's definition of personal data. PSTA shall provide Member with notice should it determine that it can no longer meet its obligations under the California Privacy Acts, and the parties agree that, if appropriate and reasonable, Member may take steps necessary to stop and remediate unauthorized use of the impacted Personal Data.

5.13. CPA. If PSTA is Processing Personal Data within the scope of the Colorado Privacy Rights Act ("CPA"), PSTA will comply with its obligations under the CPA, and shall make available to Member all information in its possession necessary to demonstrate compliance with obligations in accordance with § 6-1-1305(5)(d)(II)(A) of the CPA.

5.14. PSTA Contact. If Member believes that PSTA is not adhering to its privacy or security obligations hereunder, Member must contact the PSTA Data Protection Officer at PSTA Solutions, Inc., 500 W. Monroe, Chicago, IL USA 90661-3618 or at privacy1@PSTAsolutions.com.

6. Term and Termination

This Agreement will be for a twelve (12) month period and will automatically renew for an additional twelve (12) month period unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current term. PSTA may terminate this Agreement or suspend collection or delivery of the Content Material immediately if (a) Member breaches the Agreement relating to its responsibilities, license obligations, or restrictions relating to the Content Material, or (b) PSTA determines that Member's use of the Content Material poses, or may pose, a security or other risk or adverse impact to the Public Safety Threat Alliance, PSTA, PSTA's systems,

or any third party (including other Public Safety Threat Alliance Members or PSTA customers). Member acknowledges that PSTA made a considerable investment of resources in the development, formation, and operations of the Public Safety Threat Alliance and that Member's breach of the Agreement will result in irreparable harm to the Public Safety Threat Alliance and PSTA for which monetary damages would be inadequate. If Member breaches this Agreement, in addition to termination, the Public Safety Threat Alliance and PSTA will be entitled to all available remedies at law or in equity (including immediate injunctive relief). In addition to any other termination rights PSTA may terminate the Agreement, in whole or in part, in the event it plans to cease offering the Public Safety Threat Alliance to Members.

7 LIMITATION OF LIABILITY

7.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, PSTA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, SUBPROCESSORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "PSTA PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER PSTA OR MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF PSTA OR MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

7.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE PSTA OR MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THIS AGREEMENT, WILL NOT EXCEED TEN THOUSAND DOLLARS (\$10,000). FOR AVOIDANCE OF DOUBT, THE LIMITATION IN THIS SECTION 7.2 APPLY IN THE AGGREGATE TO INDEMNIFICATION OBLIGATIONS ARISING OUT OF THIS AGREEMENT OR ANY RELATED ADDENDUM HERETO.

7.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY RELATED ADDENDUM, PSTA AND MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) MEMBER DATA OR CONTENT MATERIAL INCLUDING ITS TRANSMISSION TO OR RECEIPT FROM PSTA OR MOTOROLA, THROUGH THE PUBLIC SAFETY THREAT ALLIANCE; (B) CUSTOMER-PROVIDED EQUIPMENT, CONTENT MATERIAL, THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, SERVICES, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA, HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF CONTENT MATERIAL BY ANY PERSON OTHER THAN PSTA OR MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE CONTENT MATERIALS; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) MEMBER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR ANY RELATED AGREEMENT OR MISUSE OF THE PUBLIC SAFETY THREAT ALLIANCE; (H) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (I) DISRUPTION OF OR DAMAGE TO MEMBER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (J) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE CONTENT MATERIAL OR OTHERWISE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES. THE CONTENT MATERIAL IS PROVIDED AS IS AND IS DISTRIBUTED FOR INFORMATION PURPOSES ONLY AND IS NOT WARRANTED FOR COMPLETENESS, TIMELINESS, ACCURACY,

MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AVAILABILITY OR OTHERWISE.

8. Member Indemnity.

Unless otherwise prohibited by law, Member will defend, indemnify, and hold PSTA and Motorola harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Member provided Content Material, including any claim, demand, action, or proceeding alleging that any such Content Materials (or the integration or use thereof with the products and Services) infringes or misappropriation a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; or (b) Member's or its Authorized User's use of, access to and/or reliance on any Content Material from PSTA or Motorola through the Public Safety Threat Alliance (b) Member's or its Authorized User's breach of this Agreement; or (c) Member's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct.

The Public Safety Threat Alliance will give Member prompt, written notice of any claim subject to the foregoing indemnity. The Public Safety Threat Alliance will, at its own expense, cooperate with Member in its defense or settlement of the claim.

9. General Provisions

9.1 Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties.

9.2 Entire Agreement; General Information. This Agreement constitutes the entire agreement between Member and the PSTA with respect to the subject matter hereof and governs the use of Content Material and other related services. If any provision of this Agreement is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of this Agreement. The failure of PSTA or Motorola to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. The Parties agree that the statutes and laws of the United States and the State of Member's jurisdiction without regard to conflicts of laws principles, will apply to all matters relating to this Agreement, and that any litigation shall be subject to the exclusive jurisdiction of the state or federal courts in the State of Member's jurisdiction. The Parties further agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

9.3 Authority. Each party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party. The terms of this Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Member purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

9.4. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this

Agreement without the prior written approval of the other Party. PSTA or Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, (d) to a non-profit entity approved as an ISAO or (e) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

9.5. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

9.6. Interpretation. The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

9.7. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

9.8. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

9.9. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3 - Member Obligations; Section 6 - Term and Termination; Section 7 - LIMITATION OF LIABILITY; Section 8 - Member Indemnity; Section 9.7 - Notices and Section 9.8 - Cumulative Remedies.

**PSTA, Registered ISAO
Motorola Solutions, Inc.**

Member: _____

Signed: Leah Schmid

Signed: _____

Name: Leah Schmid

Name: _____

Title: Director, Business Operations

Title: _____

Date: 03/01/2023

Date: _____

Signed pursuant to a delegation of authority from:

Name: Scott Kaine

Title: Corporate Vice President

Entity: Motorola Solutions, Inc.

ADDENDUM A - Traffic Light Protocol Labeling

Public Safety Threat Alliance furnished Intelligence information shall not include classified information. The Member and PSTA agree that all information submitted, processed, stored, archived, or disposed of on or through Public Safety Threat Alliance is “sensitive” information and will be labeled and handled in accordance with the [U.S. Department of Homeland \(“DHS”\) Security classification guidelines](#) (Traffic Light Protocol (TLP)).

As part of the PSTA, agencies and other Members are encouraged to share their own cybersecurity threat experiences to improve the awareness and readiness of the overall group. Submitting agencies should stipulate the level of disclosure required for their submissions according to the PSTA Traffic Light Protocol (TLP), based upon the [CISA Traffic Light Protocol guidance](#), which helps all Members submit and leverage insights while being respectful of the submitting agency’s preferences.

NOT FOR DISCLOSURE:

Restricted to the immediate PSTA participants only

When should it be used? - Sources may use **TLP:RED** when information cannot be effectively acted upon by additional parties, and could lead to impacts on a party's privacy, reputation, or operations if misused.

How may it be shared? - Recipients may not share **TLP:RED** information with any parties outside of the specific exchange, meeting, or conversation in which it was originally disclosed. In the context of a meeting, for example, **TLP:RED** information is limited to those present at the meeting. In most circumstances, **TLP:RED** should be exchanged verbally or in person.

LIMITED DISCLOSURE:

Restricted to participants’ organizations

When should it be used? - Sources may use **TLP:AMBER** when information requires support to be effectively acted upon, yet carries risks to privacy, reputation, or operations if shared outside of the organizations involved.

How may it be shared? - Recipients may only share **TLP:AMBER** information with Members of their own organization, and with clients or customers who need to know the information to protect themselves or prevent further harm. **TLP:AMBER+STRICT** Restricts sharing to the organization only.

LIMITED DISCLOSURE

Restricted to the community

When should it be used? - Sources may use **TLP:GREEN** when information is useful for the awareness of all participating organizations as well as with peers within the broader community or sector.

How may it be shared? - Recipients may share **TLP:GREEN** information with peers and partner organizations within their sector or community, but not via publicly accessible channels.

Information in this category can be circulated widely within a particular community. **TLP:GREEN** information may not be released outside of the community.

DISCLOSURE IS NOT LIMITED

When should it be used? - Sources may use **TLP:CLEAR** when information carries minimal or no foreseeable risk of misuse, in accordance with applicable rules and procedures for public release.

How may it be shared? - Subject to standard copyright rules, **TLP:CLEAR** information may be distributed without restriction.

ANNEX I

A. Categories of Data Subjects whose Personal Data may be transferred

Content Material provided by Member and Content Material from Other Sources which will be aggregated may include the Member's or Other Sources representatives and end-users including employees, contractors, collaborators, and customers of the same. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the Public Safety Threat Alliance provided by PSTA. PSTA acknowledges that, depending on Member's use of the Public Safety Threat Alliance, Member may elect to include personal data from any of the following types of data subjects in the Content Materials:

- Employees, contractors, and temporary workers (current, former, prospective) of data exporter;
- Dependents of the above;
- Data exporter's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);
- Users (e.g., customers, clients, patients, visitors, etc.) and other data subjects that are users of data exporter's services;
- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of the data exporter and/or use communication tools such as apps and websites provided by the data exporter;
- Stakeholders or individuals who passively interact with Member (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the data exporter);
- Minors; or
- Professionals with professional privilege (e.g., doctors, lawyers, notaries, religious workers, etc.).

D. Categories of Personal Data transferred

Through Member's use of the Public Safety Threat Alliance, Member may elect to include personal data from any of the following categories:

- Basic personal data (for example place of birth, street name, and house number (address), Agreemental code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;
- Authentication data (for example user name, password or PIN code, security question, audit trail);

- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);
- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);
- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);
- Photos, video, and audio;
- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or antisocial behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location, and organizations);
- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);
- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose

of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offenses); or

- Any other personal data identified under applicable law or regulation.

ANNEX II

List of Sub-Processors:

Cyware

PUBLIC SAFETY THREAT ALLIANCE ORDERING DOCUMENT**FEES**

Please see the pricing summary included below.

Part Number	Description	Annual Price
N/A	Public Safety / Public Sector Membership	\$0
SWV00S03680A	PSTA Strategic Partner Membership	\$0

A Strategic Partner is any non-Public Safety / Public Sector entity



Brittney Ciarlo <bciarlo@huerfano.us>

Fwd: NINJIO demo and pricing

14 messages

Anthony Luginbill <aluginbill@huerfano.us>
To: "Ciarlo, Brittney" <bciarlo@huerfano.us>, "Young, Carl" <cyoung@huerfano.us>

Tue, Aug 20, 2024 at 9:11 AM

They offer monthly courses for cyber security. Also if a user fails a course they will direct them to a follow up course to learn more, can also do custom phishing emails.

----- Forwarded message -----
From: **Michael LaBrecque** <mlabrecque@ninjio.com>
Date: Thu, Aug 15, 2024 at 2:14 PM
Subject: NINJIO demo and pricing
To: aluginbill@huerfano.us <aluginbill@huerfano.us>

Anthony,

Thank you for joining me today to demo the NINJIO platform.

I appreciate your engagement and questions throughout our meeting. It seems as though we are able to meet your needs for new, relevant content, reporting, training (and phishing variety) while also managing the system for you by deploying the NINJIO methodology.

Here is your access to NINJIO's Core Four episodes for your viewing pleasure: ninjio.com/corefour

Below are the quote options we discussed:

1 Year Quote	2 Year Quote	3 Year Quote
\$5,533.20	\$9,959.76	\$13,279.68

*Please note, for the month of August I can also provide you with the additional value of up to 3 months of subscription (matching the # of free months with the # of years purchased).

What questions can I answer for you regarding the above?

Thank you,



Michael LaBrecque
Director of SMB Sales
[NINJIO](https://ninjio.com)
MLaBrecque@NINJIO.com
M: 813-833-3561

ONLY NINJIO
was named "Customers' Choice"

in **EACH** of Gartner Peer Insights' last five

“Voice
of the Customer” reports

This communication is the property of NINJIO, LLC. and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

 **91%+of+NINJIO+Clients+Report+Stronger+Cybersecurity.pdf**
307K

Brittney Ciarlo <bciarlo@huerfano.us>
To: Anthony Luginbill <aluginbill@huerfano.us>
Cc: "Young, Carl" <cyoung@huerfano.us>

Tue, Aug 20, 2024 at 1:28 PM

I like this.

[Quoted text hidden]

--

Brittney Ciarlo
Huerfano County Emergency Management
401 Main St #106
Walsenburg Co 81089
Office: 719-738-3000 x121
Cell: 719-989-8977
Email: bciarlo@huerfano.us

Brittney Ciarlo <bciarlo@huerfano.us>
To: Anthony Luginbill <aluginbill@huerfano.us>
Cc: "Young, Carl" <cyoung@huerfano.us>

Tue, Aug 20, 2024 at 1:49 PM

We have \$14,730.43 that has be spent on Cyber. Any ideas for the remainder?

[Quoted text hidden]

Carl Young <cyoung@huerfano.us>
To: Brittney Ciarlo <bciarlo@huerfano.us>
Cc: Anthony Luginbill <aluginbill@huerfano.us>

Wed, Aug 21, 2024 at 9:00 AM

is the \$14k the remainder?

Carl Young
Huerfano County Administrator

[Quoted text hidden]

Brittney Ciarlo <bciarlo@huerfano.us>
To: Carl Young <cyoung@huerfano.us>
Cc: Anthony Luginbill <aluginbill@huerfano.us>

Wed, Aug 21, 2024 at 9:02 AM

Yes that is without this expense or the quote from mark depending on which way we go. I will still need one quote to move forward with anyone.

Brittney Ciarlo
Huerfano County Emergency Management
401 Main St #106
Walsenburg Co 81089
Office: 719-738-3000 x121
Cell: 719-989-8977

Anthony Luginbill <aluginbill@huerfano.us>
To: Brittney Ciarlo <bciarlo@huerfano.us>
Cc: Carl Young <cyoung@huerfano.us>

Wed, Aug 21, 2024 at 1:48 PM

I'm looking for a third company.

[Quoted text hidden]

Anthony Luginbill <aluginbill@huerfano.us>
To: "Ciarlo, Brittney" <bciarlo@huerfano.us>

Fri, Oct 11, 2024 at 12:32 PM

Here is the quote they sent

----- Forwarded message -----
From: **Michael LaBrecque** <mlabrecque@ninjio.com>
Date: Wed, Sep 25, 2024 at 9:36 AM
Subject: Re: NINJIO demo and pricing
To: aluginbill@huerfano.us <aluginbill@huerfano.us>

Checking in on the awareness month resources I sent over. Did you find that [campaign kit](#) useful, Anthony?

The incentives are good through October, so it makes sense to work on a deal now to lock in preferential pricing.

Should we set up a call?



Michael LaBrecque
Sr. Enterprise Account Executive
[NINJIO](#)
MLaBrecque@NINJIO.com
M: 805-242-1795

ONLY NINJIO
was named "Customers' Choice"

in **EACH** of Gartner Peer Insights' last five

**"Voice
of the Customer"** reports

From: Michael LaBrecque <mlabrecque@ninjio.com>
Sent: Tuesday, September 10, 2024 1:01 PM
To: aluginbill@huerfano.us <aluginbill@huerfano.us>
Subject: Re: NINJIO demo and pricing

Anthony,

We're getting ready for National Cybersecurity Awareness Month at NINJIO! I'd like to offer your team complimentary resources to strengthen your defense against cyber threats.

The Stay AI Aware Kit

This is a comprehensive campaign designed to highlight AI-related cyber threats. It includes sample content for end users, such as NINJIO's award-winning training episodes and resources for your security team.

[Access kit here.](#)

Also wanted to check back and ask about the evaluation of NINJIO. Any questions I can answer for you?

Thank you,



Michael LaBrecque
Director of Sales
[NINJIO](#)
MLaBrecque@NINJIO.com
 M: 813-833-3561

ONLY NINJIO
 was named “Customers’ Choice”
 in **EACH** of Gartner Peer Insights’ last five
 “**Voice**
of the Customer” reports

From: Michael LaBrecque <mlabrecque@ninjio.com>
Sent: Tuesday, August 27, 2024 11:52 AM
To: aluginbill@huerfano.us <aluginbill@huerfano.us>
Subject: Re: NINJIO demo and pricing

Hi Anthony,

Just tried to reach you via phone but unfortunately couldn't get through.

Hopeful you could provide some insight around the evaluation of and potential partnership with NINJIO.

Is there anything I can do to earn your business today?



Michael LaBrecque
Director of SMB Sales
[NINJIO](#)
MLaBrecque@NINJIO.com
 M: 813-833-3561

ONLY NINJIO
 was named “Customers’ Choice”
 in **EACH** of Gartner Peer Insights’ last five
 “**Voice**
of the Customer” reports

From: Michael LaBrecque <mlabrecque@ninjio.com>
Sent: Thursday, August 15, 2024 4:14 PM
To: aluginbill@huerfano.us <aluginbill@huerfano.us>
Subject: NINJIO demo and pricing

Anthony,

Thank you for joining me today to demo the NINJIO platform.

I appreciate your engagement and questions throughout our meeting. It seems as though we are able to meet your needs for new, relevant content, reporting, training (and phishing variety) while also managing the system for you by deploying the NINJIO methodology.

Here is your access to NINJIO's Core Four episodes for your viewing pleasure: ninjio.com/corefour

Below are the quote options we discussed:

1 Year Quote	2 Year Quote	3 Year Quote
\$5,533.20	\$9,959.76	\$13,279.68

*Please note, for the month of August I can also provide you with the additional value of up to 3 months of subscription (matching the # of free months with the # of years purchased).

What questions can I answer for you regarding the above?

Thank you,



Michael LaBrecque
 Director of SMB Sales
[NINJIO](#)
MLaBrecque@NINJIO.com
 M: 813-833-3561

ONLY NINJIO
 was named "Customers' Choice"
 in **EACH** of Gartner Peer Insights' last five
 "**Voice**
of the Customer" reports

[Quoted text hidden]

Brittney Ciarlo <bciarlo@huerfano.us>
 To: Anthony Luginbill <aluginbill@huerfano.us>

Fri, Oct 11, 2024 at 11:36 AM

It's not attached.

[Quoted text hidden]

[Quoted text hidden]

Anthony Luginbill <aluginbill@huerfano.us>
 To: Brittney Ciarlo <bciarlo@huerfano.us>

Fri, Oct 11, 2024 at 1:24 PM

Its in the bottom email

[Quoted text hidden]

Brittney Ciarlo <bciarlo@huerfano.us>
To: Anthony Luginbill <aluginbill@huerfano.us>

Fri, Oct 11, 2024 at 11:01 AM Item 7f.

Maybe the two year plan?

[Quoted text hidden]

Brittney Ciarlo <bciarlo@huerfano.us>
To: "Luginbill, Anthony" <aluginbill@huerfano.us>

Fri, Nov 22, 2024 at 4:19 PM

Is this the one you wanted? We have \$9195 remaining. Maybe we can do the 2 year plan and cover the amount over? If so, let's get this through BOCC so I can close out this grant.

Thanks

[Quoted text hidden]

[Quoted text hidden]

 **91%+of+NINJIO+Clients+Report+Stronger+Cybersecurity.pdf**
307K

Anthony Luginbill <aluginbill@huerfano.us>
To: Brittney Ciarlo <bciarlo@huerfano.us>

Tue, Nov 26, 2024 at 2:05 PM

Yes this will work.

[Quoted text hidden]

Brittney Ciarlo <bciarlo@huerfano.us>
To: "Luginbill, Anthony" <aluginbill@huerfano.us>

Fri, Dec 13, 2024 at 11:23 AM

Anthony

Did they send an actual quote with these numbers? I need a copy for the BOCC packet. 2 year.

----- Forwarded message -----

From: **Anthony Luginbill** <aluginbill@huerfano.us>

Date: Tue, Aug 20, 2024 at 9:11 AM

Subject: Fwd: NINJIO demo and pricing

To: Ciarlo, Brittney <bciarlo@huerfano.us>, Young, Carl <cyoung@huerfano.us>

[Quoted text hidden]

[Quoted text hidden]

 **91%+of+NINJIO+Clients+Report+Stronger+Cybersecurity.pdf**
307K

Anthony Luginbill <aluginbill@huerfano.us>
To: Brittney Ciarlo <bciarlo@huerfano.us>

Fri, Dec 13, 2024 at 11:35 AM

No not a actual quote just that

[Quoted text hidden]



MEMORANDUM

MEETING TYPE: Board of County Commissioners Regular Meeting

MEETING DATE: December 18th, 2024

ITEM NAME: SHS 2022 Cyber Training

SUBMITTED BY: Brittney Ciarlo, Emergency Manager & Anthony Luginbill, IT Director

SUMMARY: The Ninjio software offers competitive resources to assist with end user education, training and assessment of our cyber networks.

Ninjio is a cybersecurity awareness training platform that focuses on delivering engaging, micro-learning modules to help Huerfano County educate their employees on cybersecurity best practices. Some of the benefits are:

1. **Story-driven Learning:** Ninjio uses real-world, high-quality animated stories based on actual cyber threats to create memorable and impactful lessons. This approach increases engagement and retention compared to traditional, static training methods.
2. **Micro-learning Modules:** The platform delivers short, bite-sized lessons (around 3-5 minutes each), making it easy for employees to fit training into their busy schedules while enhancing knowledge retention.
3. **Scalable & Customizable:** Ninjio's platform is designed to scale with organizations of all sizes, offering both standard and customizable content to fit specific security needs and compliance requirements.
4. **Continuous Engagement:** The platform offers regular updates and new content, ensuring that employees stay current on emerging threats and cybersecurity trends.
5. **Effective Metrics & Reporting:** Ninjio provides actionable insights and comprehensive reporting tools to help organizations track progress and measure the effectiveness of their cybersecurity training.

By selecting Ninjio, we can reduce the likelihood of human error and strengthen their overall cybersecurity posture, fostering a culture of security awareness across the organization.

RECOMMENDATION: I recommend the BOCC approve the two-year purchase of the Ninjio software for \$9,959.76. \$9195.00 will be reimbursed through the State Homeland Security Grant. The County will be responsible for a total of \$764.76.

BACKGROUND: Huerfano County has been approved for the State Homeland Security Grant. This grant supports our Southern Region where funds are allocated to eligible projects with a focus on Cyber/Terrorist and Election Security mitigation, response and/or planning. Projects are prioritized by regional improvements and voted on by all board members within the region.

Our 2022 project was based on Cyber Security and training. After several quotes were sought, Ninjio was the best option found for the needs of Huerfano County and implementing end user cyber training.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

Cash Requirement Summary (APLT30)

Huerfano County

Fund	Cash Account	Cash Balance	AP Cash Pending	GL Cash Pending	Cash Available
001 GENERAL FUND	001-00000-10200	\$1,859,504.47	(\$44,081.19)	\$0.00	\$1,815,423.28
002 ROAD & BRIDGE FUND	002-00000-10200	\$1,025,417.33	(\$43,360.41)	\$0.00	\$982,056.92
069 EMERGENCY SERVICES FUND	069-00000-10200	\$224,534.00	(\$26,188.24)	\$0.00	\$198,345.76
070 GARDNER PUBLIC IMP DISTRICT	070-00000-10200	\$71,719.92	(\$284.91)	\$0.00	\$71,435.01
Grand Totals:		\$3,181,175.72	(\$113,914.75)	\$0.00	\$3,067,260.97

Approved by-----

Approved on Date: _____

County Commissioner: _____

County Commissioner: _____

County Commissioner: _____

Approved Invoices by Vendor- Summary

Huerfano County

Vendor Invoice	PO	Description	Account Description	Invoice Amt
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Grand Total: \$113,914.75

Approved Invoices - Fund/Dept. Totals		
Fund	Fund Total	Fund Name
001 GENERAL FUND		
40210	CLERK AND RECORDER	\$418.27
40400	ASSESSOR	\$2,250.00
40600	PUBLIC WORKS	\$9.96
42110	SHERIFF	\$12,227.57
42120	JAIL	\$20,507.45
42130	CORONER	\$1,161.68
46100	CSU COOPERATIVE EXTENSION	\$4,048.54
47900	ADMINISTRATION	\$307.72
50100	PARKS AND RECREATION	\$150.00
50200	JUDICIAL CENTER	\$3,000.00
		<u>\$44,081.19</u>
002 ROAD & BRIDGE FUND		
43040	R/B MAINTENANCE OF CONDITI	\$41,317.30
43080	R/B ADMINISTRATION	\$2,043.11
		<u>\$43,360.41</u>
069 EMERGENCY SERVICES		
49000	EMERGENCY SERVICES FUND	\$26,188.24
		<u>\$26,188.24</u>
070 GARDNER PUBLIC IMP D		
49100	GARDNER PUBLIC IMP DISTRIC	\$284.91

Approved Invoices by Vendor- Summary

Huerfano County

Vendor Invoice	PO	Description	Account Description	Invoice Amt
			\$284.91	
			Grand Total:	\$113,914.75

Approved Invoices by Vendor- Summary

Huerfano County

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
1003	ACORN PETROLEUM, INC.				
	0000204		FUEL	GAS, FUEL AND OIL	\$2,155.22
	0000659		FUEL	GAS, FUEL AND OIL	\$720.74
	0001154		FUEL	GAS, FUEL AND OIL	\$1,726.19
	0001354		FUEL	GAS, FUEL AND OIL	\$1,032.35
	0001536		FUEL	GAS, FUEL AND OIL	\$18,769.79
	0001817		FUEL	GAS, FUEL AND OIL	\$2,163.15
	0002151		FUEL	GAS, FUEL AND OIL	\$879.80
Subtotal for Vendor 1003 - ACORN PETROLEUM, INC. :					\$27,447.24
1004	LA VETA OIL LLC				
	27362		FUEL	GAS, FUEL AND OIL	\$42.62
	27395		FUEL	GAS, FUEL AND OIL	\$44.10
	27419		FUEL	GAS, FUEL AND OIL	\$294.82
	27421		FUEL	GAS, FUEL AND OIL	\$104.06
	27422		FUEL	GAS, FUEL AND OIL	\$77.75
	27426		FUEL	GAS, FUEL AND OIL	\$72.83
	27427		FUEL	GAS, FUEL AND OIL	\$111.83
	27428		FUEL	GAS, FUEL AND OIL	\$252.22
	27455		FUEL	GAS, FUEL AND OIL	\$18.39
	27493		FUEL	GAS, FUEL AND OIL	\$44.10
	27541		FUEL	GAS, FUEL AND OIL	\$59.61
	27563		FUEL	GAS, FUEL AND OIL	\$57.91
Subtotal for Vendor 1004 - LA VETA OIL LLC :					\$1,180.24
1006	WAGNER EQUIPMENT COMPANY				
	P00C2746653		FILTERS	PARTS	\$223.62
	P00C2751991	331	Parts	PARTS	\$1,254.00
	P00C2752190		FILTER	PARTS	\$138.22
	P00R0531938		CREDIT	PARTS	(\$1,658.67)
	P03C0596754		BATTERY	PARTS	\$274.67

Approved Invoices by Vendor- Summary

Huerfano County

Vendor					
Invoice	PO	Description	Account Description	Invoice Amt	
1006	WAGNER EQUIPMENT COMPANY				
P03C0596755		BATTERY	PARTS	\$274.67	
P03C0596897		BATTERY	PARTS	\$274.67	
P03C0596898		BATTERY	PARTS	\$274.67	
P03C0597115		WEAR PLATES	PARTS	\$505.22	
P03c0597116	330	Parts	PARTS	\$1,449.68	
P03C0597194		PLOW BOLTS	PARTS	\$313.30	
P03C0597599		FRIEGHT	OPERATING SUPPLIES	\$190.66	
P03C0597600		PLUG	PARTS	\$13.99	
P03C0597796		BATTERY	PARTS	\$306.89	
P03C0597797		BATTERY	PARTS	\$306.89	
P03C0597889		LIGHT	PARTS	\$169.49	
Subtotal for Vendor 1006 - WAGNER EQUIPMENT COMP				\$4,311.97	
1008	PUEBLO BRAKE & CLUTCH/TRUCK PARTS IN				
PP10877		CREDIT	PARTS	(\$108.00)	
PP11379		RUBBER STRAP	OPERATING SUPPLIES	\$60.00	
PP11394		VALVE	PARTS	\$59.33	
Subtotal for Vendor 1008 - PUEBLO BRAKE & CLUTCH/				\$11.33	
1009	CITY AUTO PARTS				
5275-299653		hyd fitting	PARTS	\$4.29	
5275-299667		toggle boot, switchtoggle	PARTS	\$21.47	
5275-299679		relay	PARTS	\$23.19	
5275-299680		coolant bottle	PARTS	\$6.09	
5275-299706		liltree pure steel, serp belt, oil press switch	PARTS	\$60.26	
5275-299712		antifreeze	OPERATING SUPPLIES	\$73.20	
5275-299713		cwp xc22 xtraclear, engine oil filter, air filter	PARTS	\$69.31	
5275-299715		Vehicle wipers	VEH REPAIRS/MAINTENANCE	\$52.97	
5275-299768		Vehicle battery for Dee	VEH REPAIRS/MAINTENANCE	\$241.99	
5275--299770		Core Return Credit	VEH REPAIRS/MAINTENANCE	(\$22.00)	

Approved Invoices by Vendor- Summary

Huerfano County

Vendor	Invoice	PO	Description	Account Description	Invoice Amt
1009	CITY AUTO PARTS				
	5275-299785		stop leak	OPERATING SUPPLIES	\$20.36
	5275-299804		Supplies - Bruce	VEH REPAIRS/MAINTENANCE	\$5.79
	5275-299813		cotton rag	OPERATING SUPPLIES	\$48.49
	5275-299828		blower motor	PARTS	\$147.89
	5275-299864		glass cleaner	OPERATING SUPPLIES	\$31.98
	5275-299897		trico rear, cwp xc19, cwp 55-110	PARTS	\$32.57
	5275-299904		radiator cap, xtraclear, engine oil filter, air filter, blue	PARTS	\$61.95
	5275-299954		cotton rag	OPERATING SUPPLIES	\$380.00
	5275-299956		gloves	OPERATING SUPPLIES	\$60.00
	5275-299970		washer fluid oil 5-1/4, lube, glass cleaner	GAS, FUEL AND OIL	\$66.74
	5275-299997		oil filter, battery	PARTS	\$207.16
	5275-299998		battery	PARTS	\$516.06
	5275-299999		battery	PARTS	\$131.26
	5275-300002		gloves, wipes, shine, cleaner	OPERATING SUPPLIES	\$174.78
	5275-300028		Vehicle supplies - Ben	VEH REPAIRS/MAINTENANCE	\$188.37
	5275-300112		Vehicle Supplies - Ben	VEH REPAIRS/MAINTENANCE	\$35.27
	5275-300118		dua, tire gage	OPERATING SUPPLIES	\$47.21
	5275-300138		Vehicle supplies - Ben	VEH REPAIRS/MAINTENANCE	\$60.94
	5275-300140		fuel	PARTS	\$92.65
	5275-300196		part cleaner	OPERATING SUPPLIES	\$36.00
	5275-300197		smart straw	OPERATING SUPPLIES	\$90.00
	5275-300216		vacuum tee asst	OPERATING SUPPLIES	\$7.30
	5275-300236		5w40	GAS, FUEL AND OIL	\$179.94
Subtotal for Vendor 1009 - CITY AUTO PARTS :					\$3,153.48
1013	SPORLEDER FEEDS				
	3224597		ACETYLENE	OPERATING SUPPLIES	\$178.35
Subtotal for Vendor 1013 - SPORLEDER FEEDS :					\$178.35

Approved Invoices by Vendor- Summary

Huerfano County

Vendor Invoice	PO	Description	Account Description	Invoice Amt
1032	J. M. TIRE COMPANY			
1-123639		TIRE	TIRES AND TUBES	\$256.50
1-123799		TIRE	TIRES AND TUBES	\$185.79
1-12636		TIRE	TIRES AND TUBES	\$126.50
Subtotal for Vendor 1032 - J. M. TIRE COMPANY :				\$568.79
1040	STAR DRUG, INC.			
STAR-113024		Non-Reimbursable Medications	INMATE MEDICATIONS	\$151.72
STAR-113024		Reimbursable Medications	JAIL BEHAVIORAL HEALTH/MAT	\$274.88
Subtotal for Vendor 1040 - STAR DRUG, INC. :				\$426.60
1041	WALSENBURG LUMBER COMPANY			
488197		BALL VALVE	OPERATING SUPPLIES	\$58.99
489816		LUMBER	CULVERTS AND LUMBER	\$83.91
49009		NO SMOKING	OPERATING SUPPLIES	\$13.40
494857		BIT/SCREWS	OPERATING SUPPLIES	\$30.14
494991		BIT	OPERATING SUPPLIES	\$14.98
501810		key	VEH REPAIRS/MAINTENANCE	\$4.98
502783		key	VEH REPAIRS/MAINTENANCE	\$4.98
Subtotal for Vendor 1041 - WALSENBURG LUMBER CO				\$211.38
1068	PUEBLO BEARING SERVICE CO			
102425		CABLE SUPPLIES	PARTS	\$49.64
102472		LUBE	PARTS	\$21.58
102540		BEARING	PARTS	\$412.65
Subtotal for Vendor 1068 - PUEBLO BEARING SERVICE				\$483.87
1075	4RIVERS EQUIPMENT LLC			
12027		REAMING BALANCE FROM CREDIT	PARTS	\$480.88
1707735		exhaust parts	PARTS	\$159.31
1708533	329	PARTS	PARTS	\$1,881.20
Subtotal for Vendor 1075 - 4RIVERS EQUIPMENT LLC :				\$2,521.39

Approved Invoices by Vendor- Summary

Huerfano County

Vendor Invoice	PO	Description	Account Description	Invoice Amt
1657	CSU ENGAGEMENT & EXTENSION			
cy24-4th qtr		Marvin Reynolds	CONTRACT PAY/NO BENEFITS	\$3,893.75
Subtotal for Vendor 1657 - CSU ENGAGEMENT & EXTE				\$3,893.75
2130	LA VETA PROPANE INC.			
41916		PROPANE	GAS, FUEL AND OIL	\$167.37
Subtotal for Vendor 2130 - LA VETA PROPANE INC. :				\$167.37
2380	F & C SAWAYA WHOLESALE CO			
108046		Commissary supplies	COMMISSARY	\$214.90
108053		Jail cleaning supplies	OPERATING SUPPLIES	\$308.67
Subtotal for Vendor 2380 - F & C SAWAYA WHOLESALE				\$523.57
2521	MCCANDLESS TRUCK CENTER, LLC			
P10206881601		CLAMP	PARTS	\$89.50
Subtotal for Vendor 2521 - MCCANDLESS TRUCK CENT				\$89.50
2663	BOIES-ORTEGA FUNERAL HOME			
BO-24-066		deceased transport	DECEASED TRANSPORT	\$150.00
BO-24-069		deceased transport	DECEASED TRANSPORT	\$150.00
Subtotal for Vendor 2663 - BOIES-ORTEGA FUNERAL H				\$300.00
2788	JOHN DEERE FINANCIAL			
F61616		SUPPLIES	OPERATING SUPPLIES	\$5.99
F61692		AIR FRESHNER	OPERATING SUPPLIES	\$7.98
Subtotal for Vendor 2788 - JOHN DEERE FINANCIAL :				\$13.97
3167	DEEP ROCK			
13783492 112724		WATER	OFFICE SUPPLIES	\$41.95
15325605-113024		Artesian water 11/7/24 - 11/28/24	SEWER/WATER/TRASH	\$98.93
Subtotal for Vendor 3167 - DEEP ROCK :				\$140.88
7088	OL' RELIABLE CAR CENTER			
4504		PROPANE FORKLIFT	GAS, FUEL AND OIL	\$34.00

Approved Invoices by Vendor- Summary

Huerfano County

Item 7g.

Vendor Invoice	PO	Description	Account Description	Invoice Amt
7088	OL' RELIABLE CAR CENTER			
4624		PROPANE FORLIFT	GAS, FUEL AND OIL	\$34.00
Subtotal for Vendor 7088 - OL' RELIABLE CAR CENTER				\$68.00
7142	U.S. AUTOFORCE			
11292024		finance charge	OPERATING SUPPLIES	\$2.78
Subtotal for Vendor 7142 - U.S. AUTOFORCE :				\$2.78
7201	STATE OF COLORADO			
000039071		DATA MAILERS NOVEMBER FY25	POSTAGE	\$376.32
Subtotal for Vendor 7201 - STATE OF COLORADO :				\$376.32
7258	VONNIE VALDEZ			
12122024		Service	TRAVEL & TRANSPORTATION	\$57.62
Subtotal for Vendor 7258 - VONNIE VALDEZ :				\$57.62
7280	CANON FINANCIAL SERVICES INC			
36892375		Copier contract payment 12/1/24 - 12/31/24	SOFTWARE LEASE AGREEMENT	\$275.91
Subtotal for Vendor 7280 - CANON FINANCIAL SERVICE				\$275.91
7605	SAN ISABEL SERVICES			
U0028411		PROPANE	GAS, FUEL AND OIL	\$491.88
Subtotal for Vendor 7605 - SAN ISABEL SERVICES :				\$491.88
7624	CARL YOUNG			
12012024		Training	TRAINING	\$307.72
Subtotal for Vendor 7624 - CARL YOUNG :				\$307.72
7726	O'REILLY AUTOMOTIVE INC			
5880-329578		belt tensner	PARTS	\$62.22
5880-329616		outlet seal, thermostat	PARTS	\$7.40
5880-330058		hyd fitting	PARTS	\$9.25
5880-330810		van brush	PARTS	\$26.99
5880-330909		jc case fuse x9, relay	OPERATING SUPPLIES	\$86.51

Approved Invoices by Vendor- Summary

Huerfano County

Vendor Invoice	PO	Description	Account Description	Invoice Amt
7726	O'REILLY AUTOMOTIVE INC			
5880-331015		multi relay, jcase fuse x3	OPERATING SUPPLIES	\$24.94
5880-331016		glass cleaner, pb blaster, fender washer, dis_149pk	OPERATING SUPPLIES	\$134.09
5880-331654		engine hoist prorated bat	OPERATING SUPPLIES	\$319.99
5880-331657		engine hoist	OPERATING SUPPLIES	(\$319.99)
5880-331658		engine hoist	OPERATING SUPPLIES	\$250.00
5880-331734		tarp	OPERATING SUPPLIES	\$7.99
Subtotal for Vendor 7726 - O'REILLY AUTOMOTIVE INC				\$609.39
7893	DAVID MCCAIN			
T1-121024		Inmate Transports 11/7/24 - 12/9/24	INMATE TRANSPORTS	\$1,987.44
Subtotal for Vendor 7893 - DAVID MCCAIN :				\$1,987.44
8007	THOMSON REUTERS-WEST Payment Center			
851119862		Arrest Gateway/LE Plus Enterprise	OPERATING SOFTWARE	\$553.21
Subtotal for Vendor 8007 - THOMSON REUTERS-WEST				\$553.21
8017	LIGHTNING BOLT INC.			
259884-01		SHRINK TUBE	OPERATING SUPPLIES	\$6.99
Subtotal for Vendor 8017 - LIGHTNING BOLT INC. :				\$6.99
8044	MARVIN REYNOLDS			
12112024		office chair, Plexiglas, receipt book, 4H pins	OFFICE SUPPLIES	\$154.79
Subtotal for Vendor 8044 - MARVIN REYNOLDS :				\$154.79
8071	RALLY POINT RENTALS			
39879		AIR COMPRESSOR	RENTAL OF EQUIP/FIXTURES	\$159.60
Subtotal for Vendor 8071 - RALLY POINT RENTALS :				\$159.60
8103	TOPAR WELDING INC			
202400		CUTTING EDGE	PARTS	\$466.10
Subtotal for Vendor 8103 - TOPAR WELDING INC :				\$466.10

Approved Invoices by Vendor- Summary

Huerfano County

Vendor Invoice	PO	Description	Account Description	Invoice Amt
8122 LEXIPOL				
INVLEX11245028		Law Enforcement/Corrections Supplemental Manuals, Policies/Procedures, Training Bulletins, Implementation	PROFESSIONAL SERVICES	\$25,508.45
INVLEX11245028		Law Enforcement/Corrections Supplemental Manuals, Policies/Procedures, Training Bulletins, Implementation	TRAINING	\$17,195.00
Subtotal for Vendor 8122 - LEXIPOL :				\$42,703.45
8151 Staples				
6018317454		bband balance ball	OPERATING SUPPLIES	\$38.19
6018317456		place, cube, fork, spoon, duster, paper bowl, blk, chair	OPERATING SUPPLIES	\$641.60
6018317457		paper plate	OPERATING SUPPLIES	\$45.68
7644686708-001-001		refund	OPERATING SUPPLIES	(\$45.68)
Subtotal for Vendor 8151 - Staples :				\$679.79
8178 ValueWest Inc.				
2810		December invoice	PROFESSIONAL SERVICES	\$2,250.00
Subtotal for Vendor 8178 - ValueWest Inc. :				\$2,250.00
8226 Purcell Tire & Rubber Company				
24-0638423-088		Tire delivery - 245/65R17 Goodyear Wrangler 4 tires	VEH REPAIRS/MAINTENANCE	\$687.49
Subtotal for Vendor 8226 - Purcell Tire & Rubber Compa				\$687.49
8231 ALPINE FORD LLC				
5535869		relays	PARTS	\$228.96
5536078		switch	PARTS	\$19.66
5536348		head cover	PARTS	\$104.94
Subtotal for Vendor 8231 - ALPINE FORD LLC :				\$353.56
8238 METROPOLITAN COMPOUNDS INC				
0018920-IN		white marking pain 1/2 case	OPERATING SUPPLIES	\$284.91
Subtotal for Vendor 8238 - METROPOLITAN COMPOUN				\$284.91
8265 LG MAINTENCE ENTERPRISES, LLC				
1029		custodial and maintenance	PROFESSIONAL SERVICES	\$3,000.00

Approved Invoices by Vendor- Summary

Huerfano County

Vendor Invoice	PO	Description	Account Description	Invoice Amt
8265	LG MAINTENCE ENTERPRISES, LLC			
			Subtotal for Vendor 8265 - LG MAINTENCE ENTERPRIS	\$3,000.00
8313	SOUTHERN TIRE MART			
5430025503		TIRES CRUSHER	TIRES AND TUBES	\$364.23
5430026118		391 LOADER TIRE	TIRES AND TUBES	\$1,072.29
			Subtotal for Vendor 8313 - SOUTHERN TIRE MART :	\$1,436.52
8324	La Clinica			
11232024		community center rental refund	DEPOSIT REFUND GARDNER CC	\$150.00
			Subtotal for Vendor 8324 - La Clinica :	\$150.00
8386	Colin Low			
12122024		on call	TRAVEL & TRANSPORTATION	\$12.06
12122024		on call	INVESTIGATION	\$792.00
			Subtotal for Vendor 8386 - Colin Low :	\$804.06
8489	Municipal Police Consultants			
12122024	292	Management Study	PROFESSIONAL SERVICES	\$9,463.54
			Subtotal for Vendor 8489 - Municipal Police Consultants	\$9,463.54
8515	Ben Wayne Bounds			
4-121124		Fleet Coordinator services - 11/27/24 - 12/11/24	PROFESSIONAL SERVICES	\$960.00
			Subtotal for Vendor 8515 - Ben Wayne Bounds :	\$960.00



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: December 17, 2024

ITEM NAME: Huerfano River Bridge Off System Bridge Accept Award

SUBMITTED BY: Carl Young

SUMMARY: This is a request to accept the award of an Off System Bridge Grant to cover the gap, between funds already awarded and the low bid for the replacement of the County Road 543 Bridge over the Huerfano River. We were awarded \$208,474, which is 70% of the requested \$297,820 to complete the project. The County will need to supply the remaining \$89,346.

RECOMMENDATION: Motion to accept the award of the Off System Bridge program for the County Road 543 Bridge over the Huerfano River in the amount of \$208,474 with \$89,346 in County matching funds.

BACKGROUND: With the original award and this supplement, the total project budget is \$783,566 with \$597,071 from CDOT and \$186,495 from the County. This is roughly a 76/24 split.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:



December 12, 2024

Mr. Carl Young
Huerfano County Administrator
401 Main Street, Suite 201
Walsenburg, CO 81089

Re: **Off-System Bridge Program Grant – Supplemental Award, Bridge # HU543-S0.1-S69
Award Granted for \$208,474/Huerfano County portion of \$89,346**

Dear Mr. Young,

The Special Highway Committee (SHC) has evaluated your request for supplemental funding for the Huerfano River Bridge replacement project. I am pleased to inform you that the committee approved supplemental funding for your project.

The amount awarded will be \$208,474 and the Huerfano County portion will be \$89,346.

The SHC has established a policy of awarding supplemental requests at a 70/30 split. The breakdown of the award is as follows: Your original request of \$238,256 is 80% of the \$297,820 needed for project completion. Of that total, the 70% supplemental award is \$208,474, and Huerfano portion would be \$89,346.

We have copied the Bridge Section at the Colorado Department of Transportation (CDOT) on this letter, and you can expect to hear from CDOT staff in the near future to begin the process of amending your existing contract. If you have any questions, please do not hesitate to contact me at 303.861.4076.

Sincerely,

Kristin Dunn, CCI Deputy Director
On behalf of the County representatives to the Special Highway Committee

Cc: Natasha Butler, CDOT
Naz Akkurt, CDOT
Michael Collins, CDOT

NOTICE OF AWARD

Date of Issuance: December 12, 2024

Owner: HUERFANO COUNTY

Owner’s Project No.: 2024-03

Engineer: KLJ

Engineer’s Project No.: 2103-01555

Project: CR 543 Bridge Replacement

Contract Name: CR 543 Bridge Replacement - Construction

Bidder: TLM Constructors Inc.

Bidder’s Address: 102 C Street, Swink, CO 81077

You are notified that Owner has accepted your Bid dated **September 27th, 2024**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Huerfano County Road 543 Bridge Replacement consisting of the Base Bid + Alternative A (Cast-In-Place Structure).

The Contract Price of the awarded Contract is **\$681,819.55**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

1 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **1** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

SECTION 00520

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between Huerfano County (“Owner”) and
TLM Constructors Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Bridge replacement over the Huerfano River on CR 543 including but not limited to Roadway Improvements and Guardrail, consisting of the Base Bid + Alternative A (Cast-In-Place) structure.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CR 543 Bridge Replacement, as shown in the project plans.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by KLJ Engineering LLC, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before July 31st, 2025.

and

4.03 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 100 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,400 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,400 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to the agreement.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the once each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. Ninety (90) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. Ninety (90) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to (97.5) percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 Not used.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (Contract)
 - 2. Addenda (if any)
 - 3. Advertisement for Bids

4. Instructions to Bidders
 5. Bid Form
 6. Performance bond
 7. Payment bond
 8. General Conditions
 9. Supplemental Conditions
 10. DBE Participation Reporting
 11. Bidders Certifications
 12. Special Provisions as listed in the Table of Contents
 13. Technical Specifications as listed in the Table of Contents
 14. Drawings
 15. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award
 16. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

Signature

Signature

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
Signature

Attest: _____
Signature

By: _____

By: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

Application - Huerfano County EMPG 2025

Draft

Application Summary

This form outlines all project details, including Scope of Work, all costs, and location worksheets.

Title: Huerfano County EMPG 2025


Total Project Cost: \$146,424.46

Eligible Amount: \$146,424.46

Funding Sources: Federal - \$0.00
State - \$0.00
Local - \$0.00

FEMA Obligation Data: Federal Number - < no value >
[Edit](#)

Workflow Summary

Current Step: 1) Unsubmitted
Description: Submission
 **Draft**

Grant

EMPG-25 EMPG-25 Emergency Management Performance Grant (EMPG)
Emergency Management Performance Grant
Start Date: January 1, 2025
Closed: December 31, 2025
Work Deadline: September 30, 2027
CFDA Number: 97.042

Applicant

Huerfano (County)
Huerfano County (Region - South, Statewide, Service Area - South Region)
UEI: DL84BCKRKZC7
FIPS: 055-99055
DUNS #: 014846562 Type: County
Physical/Mailing: 401 Main Street, Suite 201
Walsenburg, CO, 81089

Jurisdiction Information

Item 7j.

Summary Information

Grant: EMPG-25 EMPG-25 Emergency Management Performance Grant (EMPG)

Project Type: EMPG-LEMS Project(General ND Application - standardND/)

Project Title:

Used to help identify the Project. Ex: "Jurisdiction - Project Name".

Allocation Category:

Service Area:

Only regions that have a local share allocated on the Grant are displayed.

This application contains

Work Activity and Costs in the following areas:

Hold Ctrl key to select multiple areas.

Project Description:

Provide a brief, but detailed, description of the Project.

Emergency Manager Contact:

[Edit](#)

Email Address: rgilbert@huerfano.us

Phone: 719-738-3000 ext. 217

Emergency Management Employment Status:

Hours worked per week for jurisdiction in all job titles:

Hours worked per week devoted to Emergency Management:

Emergency Manager Reporting Manager Title:

Chief Financial Officer:

[Edit](#)

Email Address: ktrujillo@huerfano.us

Phone: 719-738-3000

Senior Elected Official Name: Karl Sporleder Item 7j.

Senior Elected Official Title: Board of County Commissioners Chairman

Chief Executive Official: Carl Young

Additional Emergency Management Staff			
Type	Number	Total Staff Hours/Week	Total EM Hours/Week
Full Time Professional	1	40	40
Full Time Clerical			
Part Time Professional			
Part Time Clerical			
Volunteer			
Other Personnel			
Totals	1	40	40

Jurisdiction Information

Agency or Jurisdiction DUNS #: 014846562
Parent Organization DUNS #: 01-484-65

Unique Entity Identifier (UEI): DL84BCKRKZC7

Congressional District: 2

Agency or Jurisdiction Physical Address

Address Line 1: 401 Main Street, Suite 201

Address Line 2:

City: Walsenburg

State: CO - Colorado

Zip Code: 81089

Agency or Jurisdiction Mailing Address

Name:

Item 7j.

Only needed if different from Applicant name

Copy Agency or Jurisdiction

Physical Address:

Yes

Primary Award Performance Location

Same as above address:

Yes - Physical

Personnel


Item 7j.

Staffing Pattern

Employee Details	Gross Annual Salary	Gross Annual Benefits	Total Hours Per Week	EM Hours Per Week	% EM Hours Per Week	EMPG Eligible Salary	EMPG Eligible Benefits	
Name: Ross Hallihan								
Title: Mitigation & Planning Specialist								
	\$56,602.00	\$15,460.53	40.00	40.00	100.00%	\$56,602.00	\$15,460.53	Edit
Type: Full-Time Employee								
Start Date: Sep 5, 2024								
Name: Robert Gilbert								
Title: Emergency Manager								
	\$56,602.00	\$15,460.53	40.00	25.00	62.50%	\$35,376.25	\$9,662.83	Edit
Type: Full-Time Employee								
Start Date: Jan 1, 2025								
Grand Total	\$113,204.00	\$30,921.06				\$91,978.25	\$25,123.36	

Add Employee

EMPG Required Training

Certificate Date	Employee	Course Name or Number	Certificate
<input type="text"/>	Ross Hallihan	EMPG Req	

Certificate Date and Upload are not required at time of Application.

Program Budget

Item 7j.

The EMPG Eligible Salaries & Benefits amount from the Personnel form has already been added as a Project Cost.

Please use the below expense table to add any additional costs related to your EMPG project.

Note: Changes to the Personnel form require saving in order to see the most up to date value on the Project Cost line below.

Estimated Expenses

Type	Description	Qty	Price	Total
Salary & Benefits	Personnel Costs	1	\$ 138,084.46	\$138,084.46
Other	Office Supplies	1	\$ 400.00	\$400.00
Travel	Fuel & Transportation	1	\$ 3,500.00	\$3,500.00
Other	Phone	1	\$ 1,440.00	\$1,440.00
Other	Training	1	\$ 3,000.00	\$3,000.00
Application Total				\$146,424.46
Grand Total				\$146,424.46

State Use Only

Awarded Amount: \$

Required field represents the approved grant award amount by the State for this application.

Total Overmatch: \$146,424.46

Funding Sources

Method: By Percent By Amount

Federal Award Amount: % \$0.00

Local Match Amount: % \$0.00

Total Program: % \$0.00

This field must equal 100%

Federal Funding Accountability and Transparency Act Certification (FFATA)

You shall report the names and total compensation of each of the five most highly compensated executives for the preceding completed fiscal year, if:

- a. in the sub-grantee's preceding fiscal year, the sub-grantee received
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Are all of the above statements true?

Certifications

By checking this box and typing my name below, I am electronically signing this application and certifying that the information provided is true, accurate, and complete to the best of my knowledge. I also certify that:

- The funds requested will be utilized in accordance with federal and state laws and regulations;
- The request does not supplant other funds;
- Requesting entity is NIMS compliant.

Name of Agency Authorized Representative:

Date:

Upload Current EOP:



26 - Emergency Management - BOCC - 2023.6 Fi... 1 MB

Dec 12, 2024

EMF #: 1 - Finance and Administration

Edit

- **Project Name:** Finance and Administration
- **Project Objective:** Budget Preparation, grant admin, LEMS application, expense tracking, quarterly reimbursement requests, quarterly performance reports (workplan), equipment inventory and monitoring
- **Quarter 1 Action/Deliverables:** Submit 1st quarter report and reimbursement request by due date. Implementation of Tyler Technology software for inventory management.
- **Quarter 2 Action/Deliverables:** Submit 2nd quarter report and reimbursement request by due date. Implementation of Tyler Technology software for inventory management.
- **Quarter 3 Action/Deliverables:** Submit 3rd quarter report and reimbursement request by due date. Implementation of Tyler Technology software for inventory management.
- **Quarter 4 Action/Deliverables:** Submit 4th quarter report and reimbursement request by due date. Inventory will be updated into the new Tyler system.

EMF #: 2 - Laws and Authorities

Edit

- **Project Name:** Laws and Authorities
- **Project Objective:** Ordinances, resolutions, emergency declaration, EMAP accreditation, compliance with laws and regulations.
- **Quarter 1 Action/Deliverables:** Follow, comply, monitor and remain prepared for disaster/emergency declarations.
- **Quarter 2 Action/Deliverables:** Follow, comply, monitor and remain prepared for disaster/emergency declarations.
- **Quarter 3 Action/Deliverables:** Follow, comply, monitor and remain prepared for disaster/emergency declarations.
- **Quarter 4 Action/Deliverables:** Follow, comply, monitor and remain prepared for disaster/emergency declarations.

EMF #: 3 - Risk Assessment

Edit

- **Project Name:** Risk Assessment
- **Project Objective:** Development/upgrade of local/tribal CEPA (Colorado Emergency Preparedness Assessment)/ THIRA (Threat and Hazard Identification and Assessment), development of corresponding risk management strategies.
- **Quarter 1 Action/Deliverables:** Utilize CEPA data to implement gap/capability improvement measures
- **Quarter 2 Action/Deliverables:** Utilize CEPA data to implement gap/capability improvement measures
- **Quarter 3 Action/Deliverables:** Utilize CEPA data to implement gap/capability improvement measures
- **Quarter 4 Action/Deliverables:** Utilize CEPA data to implement gap/capability improvement measures

EMF #: 4 - Hazard Mitigation Plans and Projects

Edit

- **Project Name:** Hazard Mitigation Plans & Projects
- **Project Objective:** Development of local/tribal hazard mitigation plans, implementation of hazard mitigation projects, coordination of Environmental and Historic Preservation (EHP) reviews
- **Quarter 1 Action/Deliverables:** HMP will be updated with public comment and submitted for State review.
- **Quarter 2 Action/Deliverables:** HMP will be submitted to FEMA for final approval.
- **Quarter 3 Action/Deliverables:** Revise anticipated corrections and return to the State and FEMA for approval.
- **Quarter 4 Action/Deliverables:** Implement final version of HMP.

EMF #: 5 - Emergency Operations Plans

Item 7j.

- **Project Name:** Emergency Operations Plans
- **Project Objective:** Development/upgrades of local/tribal emergency operations plans (EOPs) in accordance with CPG-101, Version 2.0, fostering partnerships with EOP stakeholder agencies and organizations.
- **Quarter 1 Action/Deliverables:** Assessment will be reviewed by RFM in Q1. Critical component gaps will be identified and developed throughout the year. Alert & Warning will also be reviewed with the new guidance. Plan will be updated to meet required and critical components.
- **Quarter 2 Action/Deliverables:** Continue development and update priorities including critical component's and annexes, including Alert & Warning.
- **Quarter 3 Action/Deliverables:** Continue development and update priorities including critical component's and annexes, including Alert & Warning.
- **Quarter 4 Action/Deliverables:** Continue development and update priorities including critical component's and annexes, including Alert & Warning.

EMF #: 6 - Recovery Plans

Edit

- **Project Name:** Recovery plans
- **Project Objective:** Development/upgrades of local/tribal recovery plans, fostering partnerships with recovery stakeholder agencies and organizations.
- **Quarter 1 Action/Deliverables:** N/A
- **Quarter 2 Action/Deliverables:** Use newly established tool to assess current Recovery Base Plan.
- **Quarter 3 Action/Deliverables:** Make necessary revisions and updates to the Recovery Base plan based on results of the assessment.
- **Quarter 4 Action/Deliverables:** Make necessary revisions and updates to the Recovery Base plan based on results of the assessment.

EMF #: 7 - Training

Edit

- **Project Name:** Training
- **Project Objective:** NIMS training delivery, staff professional development, development of an Integrated Preparedness plan (IPP)
- **Quarter 1 Action/Deliverables:** Implement and fulfill continued IPP training. HazMat, G-197 and 1002 will be held in Q1. Staff will continue working towards completion of Staff development required EMPG training.
- **Quarter 2 Action/Deliverables:** Staff will continue working towards completion of Staff development required EMPG training. WebEOC training will take place in Q2.
- **Quarter 3 Action/Deliverables:** Staff will continue working towards completion of Staff development required EMPG training. TIMs training will take place.
- **Quarter 4 Action/Deliverables:** Staff will continue working towards completion of Staff development required EMPG training.

EMF #: 8 - Exercises

Edit

- **Project Name:** Exercises
- **Project Objective:** Participation in exercises as "sponsoring" and/or "Participating" agencies. Conduct at least one resource management drill/functional exercise. Mandatory Federal Activities for this EMF: (1) All EMPG program funded personnel (State/Tribal/Local) must participate in at least three exercises in a 12-month period. Sub-grantees may sponsor and/or participate in other sponsor's exercises to fulfill this requirement, (2) all grantees and sub-grantees are required to develop a multi-year integrated preparedness plan (IPP) that incorporates linkages to core capabilities and update it annually.
- **Quarter 1 Action/Deliverables:** Implement exercise program as outlined in the IPP. Develop plan to meet grant exercise requirement and review with RFM. EM will participate in partner agency exercise as well as plan Comms Evacuation exercise.
- **Quarter 2 Action/Deliverables:** Implement exercise program as outlined in the IPP. Develop plan to meet grant exercise requirement and review with RFM. EM will participate in partner agency exercise as well as plan Comms alternate location/portable equipment usage exercise.
- **Quarter 3 Action/Deliverables:** Comms alternate location/portable equipment usage exercise will take place.
- **Quarter 4 Action/Deliverables:** AAR will be completed and reported for the Comms exercise.

EMF #: 9 - Incident Management

Item 7j.

- **Project Name:** Incident Management
- **Project Objective:** EOC management, COG, multi-agency coordination, support of incident command operations
Mandatory Federal Activities for this EMF: None State Requirement: Hold a meeting with the jurisdiction's emergency services and partner agencies to include: law enforcement, fire, EMS, public works, health and medical, behavioral health, mass care (human services, Red Cross, VOAD), school districts, public utilities, public information and other relevant stakeholders. These are the agencies and entities which constitute your partners during an EOC activation and any significant response. Prepare an agenda for these meetings with the Regional Field Manager.
- **Quarter 1 Action/Deliverables:** HMAC will incorporate DAM EAP reviews into Q1 meetings.
- **Quarter 2 Action/Deliverables:** HMAC will work towards expanding the scope of its' meetings and reenergize and recruit new attendees.
- **Quarter 3 Action/Deliverables:** HMAC will work towards expanding the scope of its' meetings and reenergize and recruit new attendees.
- **Quarter 4 Action/Deliverables:** HMAC will work towards expanding the scope of its' meetings and reenergize and recruit new attendees.

EMF #: 10 - Communications

Edit

- **Project Name:** Communications
- **Project Objective:** Activities supporting interoperability, including cooperative planning, equipment tests, drills, radio checks, purchases, etc.
- **Quarter 1 Action/Deliverables:** Participate in South Region Comms Committee. Will participate in group goals, including TIC plan update needs and direction to move forward. EM will participate in local support group with LE, Dispatch, and Jail to build functionality/training of new CAD systems.
- **Quarter 2 Action/Deliverables:** New portable Comms equipment will be tested and education done with endusers. Comms plan will be finalized. Participate in South Region Comms Committee. Will participate in group goals, including TIC plan update needs and direction to move forward.
- **Quarter 3 Action/Deliverables:** Participate in South Region Comms Committee. Will participate in group goals, including TIC plan update needs and direction to move forward.
- **Quarter 4 Action/Deliverables:** Participate in South Region Comms Committee. Will participate in group goals, including TIC plan update needs and direction to move forward.

EMF #: 11 - Operations Procedures

Edit

- **Project Name:** Operations Procedures
- **Project Objective:** Development/maintenance of systems (e.g., WebEOC), processes (e.g., resource order process), capabilities (e.g., EOC management training), and Plans (e.g., COOP) to support incident operations.
- **Quarter 1 Action/Deliverables:** EM will work to identify EOC members and determine how best to implement necessary EOC basic training. Review and Test EOC Activation group via CodeRed.
- **Quarter 2 Action/Deliverables:** WebEOC training/Resource ordering will be completed. Review and Test EOC Activation group via CodeRed.
- **Quarter 3 Action/Deliverables:** Review and Test EOC Activation group via CodeRed, include WebEOC testing. Create EOC Activation policy.
- **Quarter 4 Action/Deliverables:** Review and Test EOC Activation group via CodeRed, include WebEOC.

EMF #: 12 - Mutual Aid

Edit

- **Project Name:** Mutual Aid
- **Project Objective:** Maintenance of local, interagency, regional and statewide intergovernmental agreements. Meet with stakeholder groups to go over mutual aid agreements for currency and validity.
- **Quarter 1 Action/Deliverables:** Finalize Pueblo/Huerfano Mutual aid agreement. Submit to BOCC and Pueblo County agencies for final signatures.
- **Quarter 2 Action/Deliverables:** Will assist FDs in completing regional Mutual aid with other surrounding counties.

- **Quarter 3 Action/Deliverables:** TBD
- **Quarter 4 Action/Deliverables:** TBD

EMF #: 13 - Resource Management

Edit

- **Project Name:** Resource Management
- **Project Objective:** Development/maintenance or resource mobilization plans and processes, including database management systems, financial controls and relevant forms.
- **Quarter 1 Action/Deliverables:** Update resource database in WebEOC and review with EM and Finance.
- **Quarter 2 Action/Deliverables:** Resource Management training will take place with RFM.
- **Quarter 3 Action/Deliverables:** TBD
- **Quarter 4 Action/Deliverables:** Coordinate outside agency CRRF updates as well as internal.

EMF #: 14 - Facilities Management

Edit

- **Project Name:** Facilities Management
- **Project Objective:** Monitoring and maintenance of EOC/alternate EOC facilities and equipment.
- **Quarter 1 Action/Deliverables:** Construction will continue in phases. Demolition will take place through Q1.
- **Quarter 2 Action/Deliverables:** Construction work will continue.
- **Quarter 3 Action/Deliverables:** Construction phase should be wrapping up. Final radio, phone, internet and furnishing arrangements will be made.
- **Quarter 4 Action/Deliverables:** Final move into the EOC/Communications center will take place.

EMF #: 15 - Crisis Communication, Public Information and Education

Edit

- **Project Name:** Crisis Communication, Public Information and Education
- **Project Objective:** Development/maintenance of Joint Information System (JIS) protocols and procedures, web page management, and procedures for utilizing social media. Development and maintenance of Alert and Warning plans and procedures.
- **Quarter 1 Action/Deliverables:** Scoring of A&W plan will be reviewed and key areas will be updated to ensure plan is compliant. PIO training and policy needs will also be reviewed. Continue public outreach and preparedness through our website and social media outlets.
- **Quarter 2 Action/Deliverables:** A&W plan will continue to be worked on and updated. PIO training and policy needs will also be reviewed. Continue public outreach and preparedness through our website and social media outlets.
- **Quarter 3 Action/Deliverables:** A&W plan will be finalized and approved. Continue public outreach and preparedness through our website and social media outlets.
- **Quarter 4 Action/Deliverables:** Continue public outreach and preparedness through our website and social media outlets.

Add Project



Signature Authorization Form

Form Instructions:

Subrecipient Name - Legal name of jurisdiction

Award Agreement Encumbrance Number - Located on Small Dollar Grant Award (SDGA) or the grant program and grant year if unknown

Signature Authorization Section requirements -

- *Application: Board of County Commissioner (BOCC)/County Manager/Sheriff - whoever holds the authority to enter into the terms & conditions of the grant **and** Chief Financial Officer (CFO)/Fiscal Officer must sign this form. The local Emergency Manager's (EM) signature authorization should be captured by advancing/submitting in EMGrants Pro and therefore, does not need to sign this form.*
- *Progress Report: Only the local EM is the authorized signer and it should be captured by advancing/submitting in EMGrants Pro so this form does not need to be signed by the local EM. If another person has been delegated, this form must be signed unless they have EMGrants Pro access to advance/submit.*
- *Request for Reimbursement (RFR): Only the CFO/Fiscal Officer or designated person on behalf of the CFO/Fiscal Officer must sign this form unless they have access to advance/submit in EMGrants Pro. The local EM may be the authorized signer and is captured by advancing/submitting in EMGrants Pro.*
- *Scope/Budget Change: CFO/Fiscal Officer must sign this form and the local EM's signature authorization should be captured by advancing/submitting in EMGrants Pro.*

SUBRECIPIENT NAME: Huerfano County

AWARD AGREEMENT ENCUMBRANCE NUMBER: _____

Please select the authorization purpose for this signature submission: [Authorize Application](#)

The Subgrantee and responsible signatories certify by signing that they have read and understand the Application including the grant requirements, and if awarded, are fully cognizant of their duties and responsibilities for this grant and will comply with, and follow, all requirements established in Federal and DHSEM grant guidance. The Subgrantee understands and agrees that any subgrant award received as a result of this application shall incorporate by reference the information contained herein.

By signing, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Signature Authorization Section:

PRINTED: Signature #1 Name	<u>Karl Sporleder</u>	PRINTED: Signature #2 Name	<u>Kim Trujillo</u>
TITLE for Signature #1	<u>BOCC Chairman</u>	TITLE for Signature #2	<u>Chief Finance Officer</u>
EMAIL for Signature #1	<u>ksporleder@huerfano.us</u>	EMAIL for Signature #2	<u>ktrujillo@huerfano.us</u>
PHONE for Signature #1	<u>(719) 738-3000</u>	PHONE for Signature #2	<u>(719) 738-3000</u>
DATE of Signature #1	<u>12/17/2024</u>	DATE of Signature #2	<u>12/17/2024</u>

Signature #1 _____ Signature #2 _____



MEMORANDUM

MEETING TYPE: Board of County Commissioners Regular Meeting

MEETING DATE: December 17, 2024

ITEM NAME: EMPG 2025 Grant Application

SUBMITTED BY: Brittney Ciarlo, Emergency Manager

SUMMARY: For the 2025 EMPG, Huerfano County would include 1.65 FTE salaries, benefits, training, fuel and other office supply expenses. The total request is \$146,424.46, with 50% match requirement from Huerfano County. Last year Huerfano County received a total of \$43,500 and can expect a similar amount for 2025.

RECOMMENDATION: The BOCC approves the 2025 EMPG grant submission for \$146,424.46, with a 50% match requirement. Huerfano County would be responsible for a minimum of \$73,212.23 depending on the total amount awarded.

BACKGROUND: The Department of Homeland Security and Emergency Management offer the Emergency Management Performance Grant annually to assist counties with sustaining their own emergency management programs. Requirements include completing an annual work plan with the State to ensure that not only Huerfano County has necessary emergency procedures in place, but that we meet State mandates as well.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: December 17, 2024

ITEM NAME: FY24 Underfunded Courthouse Extension Request

SUBMITTED BY: Carl Young

SUMMARY: This is a request to authorize County Staff to submit an extension request for our FY24 Underfunded Courthouse Project. We are very close to finishing the project, with Convirgent working on site yesterday to complete various elements. This extension will allow us to ensure that both our team and the Courts are satisfied with the work completed and that any remaining punchlist items are completed.

RECOMMENDATION: Motion to request an extension of the County’s 2024 Underfunded Courthouse project through June 30, 2025.

BACKGROUND: We have expended the full amount of the grant, this is extension is just to complete the scope of work.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____
NOTES:



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: December 17, 2024

ITEM NAME: Rio Cucharas Inn Survey

SUBMITTED BY: Carl Young

SUMMARY: This is a request to authorize the County Administrator to enter into an agreement to complete an ALTA survey of the Rio Cucharas Inn at an amount not to exceed \$6,500. We have requested bids from 3 companies and have received one back. Once we receive the other 2 bids, we will go with the lowest and fastest proposal. This survey is required for Baker Tilly to compete the assessment of the property.

RECOMMENDATION: Motion to authorize the County Administrator to enter into an agreement to compete a survey of Rio Cucharas Inn at an amount not to exceed \$6,500.

BACKGROUND: This expense will be paid out of the Housing Authority Fund.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

Proposal#: HRS24-035P

PROPOSAL / AGREEMENT

December 12, 2024
Pat Roemer
Sr. Construction Manager
16025 Table Mountain Pkwy.
Suite 100
Golden, CO. 80403
Dear: Pat Roemer,

Sent Via: PatRo@mckinstry.com
Project Name: 129 Kansas Ave. Remodel
Project Address: 129 Kansas Ave.
Walsenburg, CO. 81089

On behalf of HRS Restoration Services, (“HRS”) I would like to thank you for the opportunity to provide McKinstry (“Client”) this proposal on the above referenced project at the Project Address (“Premises”). It is our desire to provide you with a quality solution for your project. As a highly qualified contractor, we feel our experience, financial fortitude and contracting capabilities enable us to deliver you a professionally completed project.

Original Scope of Work:

To remove and dispose of the following asbestos containing materials:

800 SF of wall and ceiling plaster
30 SF of linoleum
5293 SF of panel adhesives (drywall scraping/cleaning included)

These materials will be removed in multiple containments using proper PPE, wet methods (airless sprayers with amended water), and full containment engineering controls adhering to CDPHE Regulation 8.

Unit Pricing for additional material removal within existing containment:

Plaster Ceilings-\$20/SF
Plaster Walls-\$17.50/SF
Panel Adhesives (drywall scraping/cleaning included)-\$12.50/SF
Linoleum-\$15.00/SF
Hanger Penetrations-\$85.00 EA
Drywall-\$10.00/SF
Contaminated Ceiling Tile/Grid-\$7.50/SF

Cost for original scope: Sixty-Nine Thousand Four Hundred Fifty Dollars (\$69,450.00)

Proposal#: HRS24-035P

Add Alternate #1-Additional wall paneling:

Basement: 368 SF

1st Floor: 3,914 SF

2nd Floor: 176 SF

Total: 4458 SF (approximately 2600 SF of this is included in the original scope)

Cost: Twenty-Three Thousand Two Hundred Twenty-Five Dollars (\$23,225.00)

Add Alternate #2- Additional crawlspace abatement (will tunnel from the existing basement containment to the crawlspace and set up inside the crawlspace as well):

35 LF of air cell/mag block removal and 160 SF of soil clean to include all gross visible debris and top 2" of soil.

Cost: Thirteen Thousand Eight Hundred Seventy-Five Dollars (\$13,875.00)

Add Alternate #3- Misc. basement room additional wall/ceiling plaster:

Ceilings: 572 SF

Walls: 200 SF

Cost: Fourteen Thousand Nine Hundred Forty Dollars (\$14,940.00)

Add Alternate #4- Eight 32" X 32" penetrations in the 2nd floor ceiling (approximately 20" high ceilings)

Cost: Two Thousand One Hundred Twenty Dollars (\$2,120.00)

Add Alternate #5- Six additional 32" X 32" ceiling penetrations (3 in the basement and 3 on the 1st floor)

Cost: One Thousand Seven Hundred Sixty Dollars (\$1,760.00)

Add Alternate #6- 1056 SF of additional plaster walls on the 2nd floor stage area

Cost: Eighteen Thousand Four Hundred Eighty Dollars (\$18,480.00)

Add Alternate #7- Holes created through plaster ceiling on 2nd floor for hangers (16 total)

Cost: One Thousand Three Hundred Sixty Dollars (\$1,360.00)

Proposal#: HRS24-035P

Add Alternate #8- Basement stairwell paneling and drywall removal

Cost: One Thousand Five Hundred Dollars (\$1,500.00)

Add Alternate #9- Removal and disposal of boiler unit (if positive for ACM). This pricing includes a second mobilization because the boiler cannot be tested until it can be shut down.

Cost: Twelve Thousand Five Hundred Dollars (\$12,500.00)

Total of all Add Alternates:

Cost: Eighty-Nine Thousand Seven Hundred Sixty Dollars (\$89,760.00)

Total of Original contract plus all Add Alternates:

Cost: One Hundred Fifty-Nine Thousand Two Hundred Ten Dollars (\$159,210.00)

Proposal Terms:

1. The costs for labor, material, equipment, permits, and applicable taxes are included in the specified Scope of Work.
2. HRS shall comply with all applicable federal, state, and local laws.
3. Site conditions at the Premises must be reasonably like those at the time of inspection.
4. HRS shall be entitled to rely on its reasonable interpretation of existing conditions of the Premises based upon Client-provided information.
5. The Cost excludes all delays to completion of the Scope of Work. Delays may result in an increase in Cost.
6. Air monitoring for HRS staff per Federal, State, and local regulations is included in the Cost. Any additional air monitoring, whether required by Client or a third-party, will be an additional cost paid by the Client unless specified as an inclusion in the Scope of Work.
7. Final air clearances are not included in the Cost unless specified as an inclusion in the Scope of Work.
8. The Cost is based on HRS normal working hours. Any overtime required by Client will constitute an additional cost unless specified as an inclusion in the Scope of Work.
9. The Cost includes a single mobilization to the site unless specified as an inclusion in the Scope of Work.
10. Client to provide HRS with adequate power, water, parking, and storage space at the Premises unless specified as an inclusion in the Scope of Work.
11. Utility connections must be located adjacent to the work area at the Premises and well-suited to HRS's needs.

Proposal#: HRS24-035P

12. Removal & disposal of any Regulated Building Materials (RBMs) or Universal Waste is not included in the Cost. Any RBM or Universal Waste removal will be an additional cost paid for by the client unless specified as an inclusion in the Scope of Work.
13. If lead containing paint or other lead containing materials are a part of the project, HRS will follow the EPA Renovation, Repair, & Painting (RRP) regulations. The intent of the project is not to remove lead, or leave the project lead free.
14. All waste is assumed to contain less than 5.0 ppm or greater lead content by Toxic Characteristic Leaching Procedure (TCLP). If waste TCLP exceeds the 5.0 ppm threshold, additional costs will occur unless specified as an inclusion in the Scope of Work.
15. If the property was built prior to 1978 please follow the link at the end of this line item, read the pamphlet, and return the signature page of the EPA's The Lead Safe Certified Guide to Renovate Right Pamphlet. If you prefer not to sign and return the signature page, you can acknowledge you have read and understand the EPA Renovate Right Pamphlet by signing this Proposal agreement.
<https://www.epa.gov/sites/default/files/documents/renovaterightbrochure.pdf>
16. All non-stationary items are to be removed from the work area by Client prior to the start of the work unless otherwise noted in the Scope of Work.
17. HRS shall not be liable for any damage to items left in the work area.
18. All HVAC systems within containment areas must be shut down and locked out by Client unless specified as an inclusion in the Scope of Work.
19. HRS will employ reasonable efforts to minimize damage to surface and work areas, and Client agrees HRS shall not be liable for any damage from the construction of containments required to perform the Scope of Work.
20. Client agrees that HRS has been given permission by the Client to enter the Premises, perform the Scope of Work, use any plans or drawings of the project, and Client agrees to hold harmless and defend HRS, its employees, owners, directors, officers, agents, and representatives for any and all claims, damages, costs, and expenses that result from the performance of the Scope of Work in the absence of gross neglect or willful misconduct by HRS.
21. Client expressly authorizes HRS to sign any required disposal forms on behalf of the Client or generator for any waste removed from the Premises.
22. The Scope of Work is specific and does not include any unforeseen conditions or contingencies at the Premises. Additional work, if required, will be priced separately.
23. This proposal may be withdrawn or modified for any reason if not accepted within sixty (60) days of the date of this proposal.
24. Payment and performance bonds are not included in this proposal unless specified as an inclusion in the Scope of Work.
25. All invoices are due upon receipt except as noted in the Terms & Conditions.
26. Any changes by the client, consulting firm, or any government agencies in work methods, regulated areas, or containment types other than those expressly described in the Scope of Work are not included in the pricing.

Proposal#: HRS24-035P

By signing this Proposal/Agreement, Client acknowledges they have read, understand, and authorize this agreement and the following terms and conditions in its entirety including, without limitation, the indemnity provisions set forth herein. ***No work will commence until Proposal / Agreement has been fully executed by HRS & the Client.***

Sincerely,

Mike Campton
Mike Campton
Project Manager / Estimator

HRS Execution

Client Acceptance / Execution

_____ Date

Name: _____

Title: Chair, Board of County Commissioners

Date: December 17, 2024

Please provide billing address, and email if different than above:

Huerfano County, 401 Main Street, Suite 201, Walsenburg, CO 81089 - finance@huerfano.us

DRAFT AIA® Document A101® - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « 11th » day of « December » in the year « 2024 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Huerfano County
401 Main Street
Walsenburg, CO 81089
« »
« »
« »

and the Contractor:
(Name, legal status, address and other information)

«HRS Colorado, LLC
6950 S. Potomac Street, Suite 200
Centennial, CO 80112
«»-«»
«»
«»
«»

for the following Project:
(Name, location and detailed description)

129 Kansas Ave Remodel – McKinstry
129 Kansas Ave
Walsenburg, CO 81089
« »
« »

The Architect:
(Name, legal status, address and other information)

N/A
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

Established as follows:

~~(Insert a date or a means to determine the date of commencement of the Work.)~~ Work shall be the date, (i) the Owner issues written notice to proceed, (ii) written confirmation is received by the Contractor that the Owner's funding sources are in place for the Project, and (ii) the required building permits have been received by the Contractor (the "Construction Notice")

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of ~~the Work.~~ Construction Notice.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

[] Not later than «24» (« ») calendar days from the date of commencement of the Work of the Construction Notice.

[] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «\$141,750» (\$ « »), as set forth in the Contractor's Cost Proposal, attached as Exhibit B, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.) Agreement, as set forth in the Contractor's Cost Proposal, attached as Exhibit B.

Item	Price	Conditions for Acceptance
Remobilize & abate boiler	\$10,950	

§ 4.3 Allowances, if any, included in the Contract Sum: Sum, as set forth in the Contractor's Cost Proposal, attached as Exhibit B. (Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.) as set forth in the Contractor's Cost Proposal, attached as Exhibit B.

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any: damages: (Insert terms and conditions for liquidated damages, if any.)

«Because time is of the essence in the completion of the Project, Contractor agrees to pay for each day of delay in failing to achieve the Date of Substantial Completion, subject to adjustments of this Contract Time as provided in the Contract Documents, \$100 per day as liquidated damages and not as a penalty, and Owner shall be entitled to deduct

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such liquidated damages from payments due to Contractor. Given that damages resulting from delayed completion are not susceptible to precise calculation, such liquidated damages are agreed to be a reasonable attempt to estimate and liquidate same. The liquidated damages provided for in this Subparagraph 4.5 shall be in lieu of Owner's right to claim costs, losses, expenses, penalties, loss of use, income, profit, financing, business and reputation and any other damages of whatsoever nature, including consequential damages, incurred by Owner resulting from the time delay in achieving Substantial Completion within the time periods set forth above.

»

§ 4.6 Other: None.

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

«»

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: month.

«»

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- 1 That portion of the Contract Sum properly allocable to completed Work;
- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

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- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Five Percent (5%)»

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« General conditions, general requirements, insurance and bond costs ~~N/A~~»

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

«As mutually agreed upon between Owner and Contractor.»

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

« Upon Substantial Completion of the entire Work increase total payments to 100% of the Contract Sum less 150% of the estimated cost to complete any incomplete or punch-list Work. retainage shall be held on remaining Work that is not substantially complete.»

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§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~ Payment.

«»

§ 5.3 Interest

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User Notes:

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Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

~~(Insert rate of interest agreed upon, if any.)~~ Monthly rate of One Percent (1%), compounded monthly

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«»~~%~~«»

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

~~(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

«»
«»
«»
«»

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other (Specify)

«»

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

«Termination fee shall be calculated as 3% on the Work not executed. »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

« »

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User Notes: (3B9ADA4D)

« »McKinstry
 Pat Roemer – Sr. Construction Manager
 16025 Table Mountain Pkwy. Ste. 100,
 Golden, CO 80403

« »
 « »
 « »
 « »

§ 8.3 The Contractor's representative:
 (Name, address, email address, and other information)

« »HRS Colorado, LLC
 « »Scott O'Brien – Project Director
 6950 S. Potomac Street, Suite 200
 Centennial, CO 80112
 scottobrien@hrs.com

« »
 « »
 « »
 « »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

«»

§ 8.7 Other provisions:

«None.»

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- 1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- 2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- 3 HRS Colorado, LLC's proposal dated December 12, 2024
- 4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- 4 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: Construction, as attached as Exhibit C.~~
(Insert the date of the E203–2013 incorporated into this Agreement.)

«»

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User Notes:

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5 Drawings Drawings, as set forth in Exhibit B.

Number	Title	Date
N/A		

6 Specifications Specifications, as set forth in Exhibit B.

Section	Title	Date	Pages
N/A			

7 Addenda, if any: as set forth in Exhibit B.

Number	Date	Pages
N/A		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

8 Other Exhibits: None.

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[<>]—AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204 2017 incorporated into this Agreement.)

—<>

[<>]—The Sustainability Plan:

Title	Date	Pages

[<>] Supplementary and other Conditions of the Contract: None.

Document	Title	Date	Pages

9 Other documents, if any, listed below: None

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

<>

This Agreement entered into as of the day and year first written above.

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« »
OWNER (Signature)
« »« »
(Printed name and title)

«»
CONTRACTOR (Signature)
«Derek Oliver – President
(Printed name and title)



December 11, 2024

Ms. Elisha Meadows
401 Main Street, Suite 205
Walsenburg, CO 81089

According to our current agreement:

“HUERFANO COUNTY, COLORADO AGREEMENT PROFESSIONAL SERVICES”

SECTION III - TERM

Unless terminated earlier as provided in Section X, the term of this Contract shall be from January 1, 2024 Through December 31, 2024. *(Extending to 1/1/2025 through 12/31/2025)

The County at its sole option, may offer to extend this Contract for up to three additional one-year terms subject to mutually agreed upon price changes. The extension option may be exercised provided satisfactory service is given and all terms and conditions of the Contract have been fulfilled. Such extensions must be mutually agreed upon in writing, by and between the County and the Consultant, and approved by the Huerfano County Assessor.

By signing this letter below all parties agree to extend the agreement for the year 2025 at an mutually agreed upon price of \$2250/month or \$27,000 per year effective 1/1/2025



John Zimmerman, ValueWest, Inc Date 12/11/2024



Elisha Meadows, Huerfano County Assessor Date 12/12/24

County Commissioner Date

HUERFANO COUNTY, COLORADO

AGREEMENT

PROFESSIONAL SERVICES

THIS AGREEMENT made effective as of the 11 day of January 2022, by and between the Huerfano County Assessor, located at 401 Main Street, Suite 205, Walsenburg CO 81089, hereinafter referred to as the "County" and ValueWest, Inc. located at 5125 S. Kipling Parkway, Littleton, CO 80127, hereinafter referred to as the "Consultant"

The County and the Consultant for the consideration hereinafter set forth agree as follows:

SECTION I - SERVICES OF THE CONSULTANT

The Consultant shall serve as the County's consultant and shall provide as a minimum all of the professional services which are described in Exhibit A attached hereto, the ValueWest Proposal incorporated by reference herein.

SECTION II- INSURANCE REQUIREMENTS

Within ten (10) days from the execution of this Contract by the County and throughout the term hereof, Consultant shall hold and provide the County certification and proof thereof of current professional liability insurance in the minimum amount of \$1,000,000 Dollars. If requested by the County, Consultant shall also provide the County with proof of Worker's Compensation Insurance and general liability insurance in the amount of at least One Hundred Fifty Thousand Dollars (\$150,000.00) per person and (\$600,000.00) Six Hundred Thousand Dollars per incident.

SECTION III - TERM

Unless terminated earlier as provided in Section X, the term of this Contract shall be from January 1, 2022 Through December 31, 2022.

The County at its sole option, may offer to extend this Contract for up to three additional one-year terms subject to mutually agreed upon price changes. The extension option may be exercised provided satisfactory service is given and all terms and conditions of the Contract have been fulfilled. Such extensions must be mutually agreed upon in writing, by and between the County and the Consultant, and approved by the Huerfano County Assessor.

SECTION IV - INDEPENDENT CONTRACTOR

The parties hereto acknowledge that Consultant is an independent contractor and that the County will not:

- i. require Consultant to work exclusively for the County;

ii. oversee the actual work or instruct Consultant as to how the work is to be performed except that Consultant's services will be consistent with generally accepted industry standards and the standards set forth in this Contract;

iii. pay compensation other than that stated in Section VII,

iv. combine its business operations in any way with Consultant's business, but instead both parties will maintain their own operations as separate and distinct;

v. provide any training or tools to Consultant;

vi. obtain, maintain or manage workers' compensation or unemployment compensation insurance for the employees of Consultant. Consultant must have in place on the effective date of this Contract and must maintain during the initial term or any extended term of this Contract workers' compensation insurance and unemployment compensation insurance covering each of its employees who provide any services to the County or related to this Contract. Consultant shall be solely responsible for managing and consistent with the indemnification provision in Section VIII will be solely liable for any damages or award and will defend and indemnify the County with regard to any occupational injury, claim or unemployment claim, appeal or related proceeding brought by or on behalf of any employee of Consultant. Consultant must provide proof reasonably satisfactory to the County and its insurers that Consultant has workers' compensation insurance consistent with the statutory requirements of Colorado law and unemployment compensation insurance policies in place providing the required coverage for Consultant's employees.

vii. pay or maintain any employee benefits for the employees of Consultant, including but not limited to, any employee withholdings or liability for taxes, FICA, Medicare or Medicaid, medical or disability insurance, vacation or leave, pension, unemployment insurance or workers' compensation insurance. Further, Consultant acknowledges that it is obligated to pay federal and state income tax on any monies paid pursuant to this Contract.

The Consultant warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for it, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the County will have the right to void this contract without further liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION V -THE COUNTY'S RESPONSIBILITIES

- A. Provide information as to its requirements for the project.
- B. Give prompt notice to the Consultant whenever the County observes or otherwise becomes aware of any defect in the project.
- C. Reasonably assist the Consultant in obtaining approval of all governmental authorities

having jurisdiction over the project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.

- D. Furnish, or direct the Consultant to provide at the County's expense, necessary additional services.
- E. Provide information on a regular basis concerning commercial new construction and building permits.
- F. Maintain current sales data and sales confirmation systems on commercial sales.
- G. Identify new parcels, new construction and building permits to the consultant on a timely basis.

SECTION VI

MUTUAL UNDERSTANDINGS OF THE COUNTY AND THE CONSULTANT

- A. This Contract does not guarantee to the Consultant any work except as authorized in accordance with Section I above, nor does it create an exclusive contract for services.
- B. All of the services contemplated under this Contract are personal and shall not be assigned, sublet or transferred without the written consent of the County.
- C. Huerfano County is a Colorado public entity and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore. Nothing in this agreement shall be deemed a waiver of the Colorado Governmental Immunity Act.
- D. The Consultant and any and all of its personnel utilized by the County under the terms of this Contract shall remain the agents and employees of the Consultant and are not, nor shall they become agents or employees of the County
- F. Ownership of documents.
 - (1) All tracings, plans, specifications, estimates, reports, data and miscellaneous items purported to contribute to the completeness of the project shall be delivered to and become the property of the County, upon County's request.
 - (2) Basic survey notes, charts, sketches, computations, and other data prepared hereunder shall be made available to the County, upon request, and become the property of the County.
 - (3) All data received hereunder shall be made a part of the County's permanent records and files and preserved therein for six (6) years per Colorado state statute.

SECTION VII - PAYMENT AND FEE SCHEDULE

It is understood and agreed by and between the parties hereto, that the County shall pay the Consultant for services furnished, and the Consultant shall accept 12 consecutive

payments of \$2,100.00 per month, full payment not to exceed \$25,200 for such services.

Invoices shall be submitted by the Consultant to the County on a monthly basis for services performed and expenses incurred pursuant to this Contract during the prior month.

SECTION VIII - INDEMNITY AND HOLD HARMLESS PROVISION

Consultant hereby agrees to defend, save and hold harmless the County, or any of its departments, agencies, officers, elected officials or employees from all costs, damage, and liability incurred by any such parties and from any other damage, cost and liability to any person or property whatsoever, which is caused by an activity, condition or event arising out of the performance or nonperformance of any provision of this Contract by Consultant or its employees or agents and regardless of whether such claim, cost or liability would otherwise be covered by an insurer. Such costs shall include, in the event of legal action, court costs, expenses and reasonable attorneys' fees.

SECTION IX - CHARTER, LAWS AND ORDINANCES

The Consultant at all times, agrees to perform the services with due diligence and in a manner consistent with industry standards and to observe all Federal and State laws, and Resolutions and Ordinances of the local jurisdiction, and all rules and regulations which in any manner affect or govern the work under this Contract.

SECTION X - TERMINATION OF CONTRACT

A. TERMINATION OF CONTRACT FOR CONVENIENCE OF THE COUNTY

The County may terminate this Contract at any time by giving written notice to the Consultant of such termination within 15 calendar days of the date of notice and specifying the effective date thereof. If the Contract is terminated by the County; the County will pay the consultant for work accomplished up to the date of termination as follows: Total amount of the contract multiplied by the Billable Completion Percentage for the month of the termination according to Exhibit C – Billable Percent Complete.

Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant and the County may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Consultant is determined. Moreover, the provisions of Section VIII shall survive any termination of this Contract.

B. OWNERSHIP OF PARTIALLY COMPLETED WORK

All work accomplished by the Consultant prior to the date of such termination shall be recorded and tangible work documents and shall be transferred to and become the sole property of the County prior to payment for services rendered.

SECTION XI - CHANGE ORDERS OR EXTENSIONS

A. The County may, from time to time, require changes in the scope of the services of the Consultant to be performed herein. Such changes, including any increase or decrease in the amount of the Consultants compensation, must be mutually agreed upon in writing by the County and the Consultant. The Consultant shall be compensated for all authorized change in services, pursuant to the ValueWest Proposal or, if no provision exists pursuant to a Change Order.

B. The County may extend the time of completion of services to be performed by the Consultant. Such extensions must be mutually agreed upon in writing, by the County and the Consultant.

SECTION XII - EQUAL EMPLOYMENT OPPORTUNITY

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, or apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

B. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

C. The Consultant agrees to comply with such rules, regulations or guidelines as the County. State or Federal agencies may issue to implement these requirements.

D. The Consultant shall be licensed as required by law.

SECTION XIII - SPECIAL CONDITIONS

The work to be performed under this Contract shall commence promptly after receipt of a fully executed copy of this agreement to the extent that the Consultant has been authorized to proceed by the County. The Contract Administrator for this contract shall be Elisha Meadows: Huerfano County Assessor.

SECTION XIV INSPECTIONS, REVIEWS AND AUDITS

A. During all phases of the work and services to be provided hereunder the Consultant agrees to permit duly authorized agents and employees of the County, to enter the

consultant offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

B. Consultant and its sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment, for inspection by Huerfano County and copies thereof shall be furnished if requested.

SECTION XV - REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the power and ability to enter into this Contract, to grant the rights granted herein and to perform the duties and obligations described herein

SECTION XVI - GENERAL CONDITIONS

A. Any notice this Contract requires must be written and delivered or sent by U.S. Certified mail, return receipt requested, to the parties at the address listed above.

B. If any term or provision of this Contract shall be adjudicated to be invalid, illegal or unenforceable, this Contract shall be deemed amended to delete therefrom the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Contract shall not be affected thereby.

C. This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same original instrument.

D. The terms and conditions of this Contract shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Contract, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Huerfano County, Colorado.

E. The parties agree that this Contract constitutes the entire Contract between the parties and supersedes any and all prior oral representations, promises, covenants, understandings and other agreements, if any, between the parties and their agents and may not be modified in any manner except by an instrument in writing executed by both parties.

F. No failure by either party to exercise any right it may have shall be deemed to be a waiver of that right or of the right to demand exact compliance with the terms of this Contract.

Exhibit A

Tasks Performed by the Consultant

Huerfano County Assessor 2023 Commercial Reappraisal

Project

ValueWest understands the property tax system in Colorado. We will commence work on the project immediately upon the execution of a contract. We will visit the county several times in the initial phase and perform sales inspections and verifications which will affect the reappraisal. Appraisal of real property requires the appraiser to adapt to the assignment based on knowledge gained during the assignment. Our approach will generally follow the model of gathering information, adapting strategy and applying methods in a repetitious manner throughout the project.

We will perform an income survey to determine rental rates, vacancy rates and expense ratios on some property types. This will be foundational to the development of our supporting income capitalization model. The results of the income method will eventually be compared to the results of the computer assisted mass appraisal (CAMA) model.

On appropriate property types, we will look at cost based valuation using the Marshall & Swift Valuation Service. These cost based values will also be compared to the valuations arrived at in the mass model on some property types.

Eventually, the data collection phase will give way to the analysis phase which will mold the finalization of the mass appraisal model. We will conduct a series of sales ratio studies and other statistical analysis in order to determine the contributory value of various attributes. These will be used in the calibration of the mass model. The ACS/Avenu system in the county is a familiar system for our company and we will be able to set up and calibrate our model without much assistance from the Assessor's staff.

The conclusion will be a well thought out mass appraisal model that best fits the universe of property as allowed by the available data. Ultimately our objective is to get fair and accurate values for the citizens of Huerfano County.

After the reappraisal values are complete we will work with taxpayers during the protest and appeal process. We will make appropriate adjustments to individual properties if justified and we will adjust mass model rates if systematic valuations are discovered.

PLAN DOCUMENT

Preliminary Analysis

ValueWest, Inc. will conduct a detailed sales ratio study on available sales data from the allowable data collection period. We will review the data by various stratifications to determine the current valuation level of various types of properties. We will interview current appraisal staff in order to better understand the concerns and special needs surrounding the project. This process will involve discussions of the prior reappraisal and the impressions of the county appraisal staff on the areas where results were disappointing. We will analyze the protest records from each area and take the adjusted valuation levels into consideration in the development of new valuation models. We will develop a sales grid by neighborhood and economic area to find out where the strengths and weaknesses of the data are. We will do field inspections of many properties before, during and after the valuation models are built so that we can compare the resulting value with an on site impression of validity.

Sales Review

ValueWest, Inc. will perform in person physical reviews of all commercial sales from the relevant sales data collection period. The physical reviews will be focused on creating familiarity with the property in terms of its physical condition, location, past and current use and ownership. The sales review will also include a detailed review of deeds and other relevant transfer documents related to the sale. The company will code the sales according to their respective utility in the appraisal process using the Colorado Division of Property Tax Assessor's Reference Library, Course Materials and other content as a guideline.

Preliminary Ratio Analysis

ValueWest will conduct preliminary sales ratio analysis to determine current value level relative to the newly reviewed sales.

Time Trend Analysis

Importantly, we will perform and document a complete time trend analysis of the qualified commercial sales. The documentation will be suitable for audit compliance and will use several recognized methodologies including paired and matched sales, ratio trending and price per unit trending. The findings will be discussed with the county appraisal staff prior to finalization.

Application of Value

ValueWest will use information gathered in the prior phases to calibrate the County's computer assisted mass appraisal software. Values generated after calibration will be reviewed and analyzed based on the relevancy of the cost approach, the sales comparison approach and the income approach to value. Calibration will be checked for audit compliance and results will be shared with the County Assessor prior to finalization of the values.

Defense of Value

ValueWest will make its staff available for a sufficient amount of time during the protest period as to meet with taxpayers or to discuss valuation protests. The Company will respond to taxpayer requests in a timely manner and with professionalism. The Company will hold "office hours" in the county during the month of May and June in order to meet with and answer taxpayers. The company will make decisions regarding protest value adjustments and will prepare support to be presented at the County Board of Equalization when necessary. ValueWest will appear in person or at a minimum over the telephone during the C.B.O.E appeals period. Every effort will be made to appear in person. As taxpayers protest we will politely listen, consider and if necessary adjust our values. We will defend the values when they are correct. We will provide and be available for an adequate number of days for protest at the county courthouse.

ValueWest will represent the County at higher appeal levels for an additional fee of \$75/hour plus travel expenses at the option of the Huerfano County Assessor.

Project Execution

Upon acceptance of this contract by the Assessor and the Board of County Commissioner's we will begin reviewing sales data from the allowable data collection period. Simultaneously we will examine the rates, codes and stratifications used by the county in past valuations. We will begin to gather income and expense information on all included commercial and industrial properties. We will do an extensive examination of the coding system currently in use by the county and make recommendations if necessary. We will spot check commercial improvement building types, quality codes and effective ages and make adjustments as necessary.

The land valuation will be a priority in the initial phases of the valuation. Land values will be determined based on available sales data. Where sales data is scarce or non-existent the contractor will base values on the best information available. Land codes will be calibrated to best fit the market indicators. When the land values are complete we will begin to calibrate the improvement valuations. We will then examine building codes, architectural styles, ages, qualities and other building characteristics to determine appropriate rates for the "Commercial" valuation model.

Final adjustments may be made to individual properties if warranted and described. We will notify the assessor when the notices of value can be sent and we will prepare our documentation for the protest period.

Responsibilities

1. County

- i. Must continue to provide remote access to their computer systems with the necessary software and access to the data. (VPN or third party software)
- ii. Must provide a complete list of transfers on Commercial Property from 7/1/2017 through current.
- iii. Will provide a "Parcel Layer" in a form readable by ESRI Arc Map software. If available we will also need aerial photography, streets and roads, water features and subdivision layers. This will be provided at no cost to the contractor.
- iv. Must provide all available documentation of sales including; TD1000, Sale Confirmations, Copies of Transfer Instruments via hardcopy or scanned images.
- v. Will assist in the scheduling of protest appointments when necessary.
- vi. Will provide a reasonable workspace with a computer if we should need to be in your office.
- vii. Will maintain the commercial database with regard to building permits, remodels and new construction.
- viii. Agrees to the timeline of the project.
 1. Valuation complete April 15, 2023
 2. Protest Period May 1-31, 2023
 3. Notices of Determination by June 30, 2023
 4. County Board of Equalization July and August 2023
- ix. Agrees to the use of override values when deemed necessary by the contractor.
- x. Exclusions: These properties are excluded regardless of their abstract codes and include Golf Courses, Prisons, Ski Areas, Possessory Interest, Oil and Gas Properties, Caves, Hot Springs, Amusement Parks, Race Tracks, Hunting Cabins or Lodges, Personal Property and any other properties which may be too complex and bizarre to accurately value within the allotted timeframe (mutually agreed to before contract acceptance).

2. ValueWest, Inc.

- i. Will develop a workflow calendar upon acceptance of our proposal.
- ii. Will conform to applicable USPAP Standard 6 requirements.
- iii. Will complete the valuations as soon as possible but no later than April 15, 2023.
- iv. Will use accepted mass appraisal practices to complete the project.
- v. Will provide adequate documentation for the auditor and for the county archives.
- vi. Will represent the county in a professional and efficient manner at all times.
- vii. Will defend the values through the County Board of Equalization.
- viii. Will defend the values at the Colorado Board of Assessment Appeals at the discretion of the county assessor for a minimal additional charge plus expenses.
- ix. Will provide monthly progress reports for the Huerfano County Assessor.

Exhibit B Fees

The Consultant's fee will be \$2,100 U.S. dollars per month for the Biannual Commercial Real Property Reappraisal beginning January, 2022 and ending on December 31, 2022. Consultant's monthly fees for services rendered under this Agreement in 2022 and 2023, shall be billed monthly to Customer's designated Agent, the Huerfano County Assessor, 401 Main Street, Suite 205, Walsenburg, CO 81089. Customer shall make payments to Consultant on a monthly basis. Such payments to be made within fifteen days of Assessor's receipt of Consultant's billings. Subject to the Customer's annual budgeting and appropriation of funding for this Agreement for the year of 2023, if renewed for such additional terms, Consultant's fees shall be due and payable on a monthly basis. Consultant's fee for higher levels of protest including State Board of Equalization or related court cases will be \$75.00 per hour.

Additional costs maybe incurred in the event of a change in the Assessor's computer system vendors.

Exhibit C - Billable Percent Complete
Billable Percent Complete by Month - Huerfano County

Month Of Project	Billable Completion %
Jan-2022	4.17%
Feb-2022	8.33%
Mar-2022	12.50%
Apr-2022	16.67%
May-2022	20.83%
Jun-2022	25.00%
Jul-2022	29.17%
Aug-2022	33.33%
Sep-2022	37.50%
Oct-2022	41.67%
Nov-2022	45.83%
Dec-2022	50.00%
Jan-2023	54.17%
Feb-2023	58.33%
Mar-2023	62.50%
Apr-2023	66.67%
May-2023	70.83%
Jun-2023	100.00%
Jul-2023	100.00%
Aug-2023	100.00%
Sep-2023	100.00%
Oct-2023	100.00%
Nov-2023	100.00%
Dec-2023	100.00%



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: December 17, 2024

ITEM NAME: End of Year Bonus

SUBMITTED BY: Carl Young

SUMMARY: This is a request to approve bonuses for all County Employees in the amount of \$500 for each full time employee and \$250 for each part time employee in the total amount of \$53,000.

RECOMMENDATION: Motion to approve bonuses for in the amount of \$500 for each full time employee and \$250 for each part time employee in the total amount of \$53,000. Bonuses to be paid only to those employees receiving pay checks on the December 20, 2024 payroll.

BACKGROUND:

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

<p>DISTRICT COURT, HUERFANO COUNTY, COLORADO 200 West 5th Street, Suite 141 Walsenburg, Colorado 81089 (719)793-7100</p> <hr/> <p>Plaintiff(s): HEALTH CARE PARTNERS FOUNDATION INC.</p> <p>Defendant(s): THE BOARD OF COUNTY COMMISSIONERS OF HUERFANO COUNTY</p> <hr/> <p>Shannon Reed, Reg. #13805 Douglas D. Piersel, Reg. #5879 MULLANS, PIERSEL & REED, P.C. 1311 North Greenwood Pueblo, Colorado 81003 Phone Number: (719)543-2040 Fax Number: (719)543-6538 Email: reed@mprlegal.com and piersel@mprlegal.com</p>	<p><input type="checkbox"/> COURT USE ONLY <input type="checkbox"/></p> <p>Case Number: 2024CV30012 Div.: B</p>
SETTLEMENT AND RELEASE OF CLAIMS	

This **SETTLEMENT AND RELEASE** is between **HEALTH CARE PARTNERS FOUNDATION , INC** a Colorado Non-profit Corporation (HCPF), and its Officers, Directors, and employees and the **BOARD OF COUNTY COMMISSIONERS OF HUERFANO COUNTY**, a body Corporate and Politic (Huerfano) in any capacity all of whom are collectively referred to as the Parties.

1. NON ADMISSION OF LIABILITY: It is understood and agreed that payment of monies under the terms of this agreement shall not be considered as an admission of liability on the part of Huerfano but is rather to be construed as a compromise of a disputed claim. It is understood that this provision and consideration is contractual and not a mere recital and that all the agreements and understandings between the parties are embodied and expressed in this release and agreement.

2. RELEASE:

2.1 For and in consideration of monies in the sum of Fifty Thousand and no/100 Dollars (\$50,000) to be paid under this Settlement and Release Agreement and for other good and sufficient consideration the receipt of which is hereby acknowledged the Parties do hereby release each other and forever discharge both from any and all claims, demands, debts, obligations, liabilities, costs, attorney fees, expenses, rights of actions, and causes of action of any kind or character whatsoever, whether known, unknown, suspected, or unsuspected, arising from or which may hereafter be claimed to arise out of any action, inaction, event or other matter occurring at any time prior to the date of this agreement in relation to or in connection with Plaintiff’s alleged nonpayment of fees on outstanding invoices pursuant to the PROFESSIONAL SERVICES AGREEMENT (the Agreement) dated July 1, 2021 between the Parties and each and every person or entity

collectively, either individually or in any capacity as Officer, Director, supervisor, employee, associate or representative of the Parties. These released claims include all claims included in the litigation between the Parties in Civil Action 2024CV30012.

3. UNKNOWN FACTS: It is understood and agreed that the released claims include all claims of every nature and any kind whatsoever, known or unknown, suspected or unsuspected related to the alleged non-payment of fees. The Parties acknowledge that they may hereafter discover facts different from, or in addition to, those which are now known by her or believed by them to be true with respect to the released claims, and agree that this agreement and the releases contained herein shall remain effective in all respects, notwithstanding such different or additional facts or the discovery thereof.

4. ATTORNEY FEES AND COSTS: This Settlement and Release is specifically intended by all parties to include settlement and release of any and all claims to attorney fees and costs incurred by the parties under any and all theories or causes of action related to the released claims. The parties specifically agree and understand that the settlement and release includes attorney fees and costs to which any party believes that party may be entitled and that no separate, further or additional cause of action or claim for attorney fees and costs in the litigation for non-payment of fees shall survive the signing of this settlement and release and that this settlement and release operates as a full and complete release and waiver of such claims for attorney fees and costs.

5. INDEMNIFICATION: In the event that either Party should make the other or threatens to make the other a party or Defendant in any future or pending action, based in whole or in part upon any of the released claims, such party agrees to indemnify and hold harmless the other party against all costs, expenses including attorney fees, judgments, costs, and the costs of discovery and depositions, including fees of settlement actually and reasonably incurred by them or any of them in connection with such action, suit or proceeding, to the extent allowable by law.

6. NON-ASSIGNMENT: Each party hereby warrants and represents that it has not previously assigned or transferred, or purported to assign or transfer or to in any manner encumber, assign or transfer to any person, firm, corporation, or entity of any type whatsoever any of the released claims or causes of action covered by this agreement. Each party agrees to indemnify and hold harmless the other party from any such claim, demand, debt, obligation, liability, costs, attorney fees, expense, including the expenses of discovery and depositions, right of action, or cause of action based on or arising out of this agreement or in any connection in any way with the subject of this agreement or with any transfer or assignment or purported transfer or assignment of any such claim, cause of action, debt or matter contained within this agreement.

7. ACCESS TO RECORDS: HCPF agrees that it will assist the County in the transfer of access to medical records. County shall provide to HCPF in writing, within ten (10) calendar days of the County's signature on this Release and Settlement Agreement, the

Sales Summarized by Product

Site: **Spanish Peaks Airport**

Created on (UTC):

Terminal: M4000-4000155

Start Date: 11/1/2024

End Date: 11/30/2024

Name	Total Amount	Total Units	Total Count
100LL	\$5028.95	1005.790	29
Jet A	\$170.00	34.000	2

Running Totals		
Number of Sales: 31	Sale Total: \$5198.95	Units Total: 1039.790

HUERFANO COUNTY SHERIFF'S OFFICE MANAGEMENT STUDY

DECEMBER 3, 2024

Paul Schultz
Municipal Police Consultants, LLC

HUERFANO COUNTY SHERIFF'S OFFICE MANAGEMENT STUDY
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Planning for the Future

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Sources of Information for this Management Report

Attachments

Outreach Programs

President’s Task Force on 21st Century Policing

Traits for Successful Law Enforcement Leadership

21st Century Leadership Mistakes in Small Law Enforcement Agencies

Transforming Underperforming Police Agencies into High Performance Organizations

Early Warning Power Point Attached Separately

OPENING REMARKS

I was retained by Huerfano County (the County Manager, Carl Young) to perform a Management Study of the Huerfano County Sheriff's Office consisting of a review and evaluation of all operations of the Huerfano County Sheriff's Office (with the exception of the jail) and make recommendations for best practices. On November 19th and November 20th, 2024, I was on-site conducting my evaluation of the Sheriff's Office.

Prior to my on-site visit I requested considerable information from Krissie Aldretti, the Sheriff's Office Human Resources Liaison.

Interviews were conducted with:

County Administrator Carl Young
 All Huerfano County Commissioners
 Huerfano County Sheriff Bruce Newman
 Huerfano County Undersheriff Milan Rapo
 Five Huerfano County Deputy Sheriff's via four management surveys each
 Twenty Citizens

My report contains 44 sections, 45 pages, 244 recommendations and several pages of attachments based on best practices.

CONSULTANT BACKGROUND AND QUALIFICATIONS

Chief Paul Schultz (retired) has 52 years of law enforcement experience with 25 years as Chief of Police in four police departments (La Vista, NE, Lafayette, CO, Canon City, CO and Fort Morgan, CO) and Director of Colorado Peace Officer Standards and Training (POST) where he had regulatory oversight of Colorado's 31 police academies and 15,000 peace officer certifications. During this time at POST, he was the state hearing officer for serious police misconduct. For the past four years he has been the principal consultant with Municipal Police Consultants. He has assisted over 50 law enforcement agencies in several states. For the past 27 years he has been the lead instructor for the Southern Police Institute where he teaches Managing Small Law Enforcement Agencies, Ethics, Leadership and in 2021 and 2022 he was the coordinator of the 10 week-long Command Officers Development Course in Fort Lauderdale and Fort Myers, Florida. For the past four years he has taught Leadership at the Iowa Law Enforcement Training Academy. Over 3000 command officers from every state have graduated from his training courses. For 30 years he was adjunct faculty teaching criminal justice courses at the graduate and undergraduate level at the University of Colorado, Metropolitan State University and Regis University. He is a certified expert witness in the 10th Federal Court Circuit where he was an expert witness in over 25 Federal Lawsuits involving Colorado law enforcement agencies. He has a Master's Degree in Administration of Justice from the University of Colorado, is a graduate of the Police

Executive Research Forum Senior Management Institute for Police, FBI LEEDS, FBI LEEDA, the FBI Command College and is an FBI LEEDA Trilogy recipient. He co-authored the IACP "Police Chiefs Desk Reference" and is the author of the BJA publication on "How to Assess and Improve Operations of Small Law Enforcement Agencies" and 19 other professional publications. He has served as President of both the Colorado Association of Chiefs of Police (CACP) and the Police Chiefs Association of Nebraska. He was also Chairman of the CACP Professional Standards Committee where he served as the State of Colorado Accreditation Manager for five years. He is a certified subject matter expert by IACP/DOJ in Policing Immigrant Communities (2024), Crime Reduction Strategies (2022), in Use of Force, Recruitment and Retention (2021), and by the IACP/COPS Collaborative Reform Initiative Technical Assistance Center (CRI-TAC) in Leadership (2020). In 2023 Chief Schultz was the Lead Presenter at the Inaugural Professionalizing Law Enforcement Community Engagement Training in Atlanta, Georgia and in 2024 supplied material for the second annual conference. He has made presentations at 21 of the annual International Association of Chiefs of Police conferences. He has completed police facility studies at 11 Colorado law enforcement agencies. He has taught the military police at 9 US Marine Corps bases and assisted teaching the US Army 10th Mountain Division Special Forces preparing to go to Afghanistan. He has been appointed by Colorado Governor's to five state committees. Chief Schultz has completed over 20 management studies similar to this one. He is considered a national expert in Managing Small Law Enforcement Agencies.

HUERFANO COUNTY DEMOGRAPHICS

Population – 6,820 (2023 estimate is 7,055)

Median Age – 55.4

County Seat of Huerfano County - Walsenburg

Total Area – 1,591 square miles

Roads – 513 miles of local roads and 160 miles of arterial roads

Median Household Income - \$49,631

Number of Housing Units – 4,738

Poverty Line – 20.6% of Persons below the poverty line

Elevation of Walsenburg – 6,171 feet

Website – <https://huerfano.us>

Location – South-central Colorado, east of the Sangre de Cristo Mountains and south of the Wet Mountain Valley

Demographics

White – 64%
 Hispanic – 30%
 African American – 1%
 Native American – 5%
 Asian – < 1.0%

Organizational Structure

The Huerfano County Sheriff's Office consists of:

- (1) Sheriff
- (1) Undersheriff
- (2) Captains
- (1) Lieutenant
- (1) Sergeant
- (1) Corporal
- (6) Patrol Deputies (Currently two deputies are on medical leave)
- (4) Civilian Employees serving in the following administrative assignments:

Krissie - Human Resources Liaison, Training Registrations, Ordering Supplies

Sabina - Sex Offender Registrations, Deputy Subpoena Coordination

Cathy - Body Worn Camera Program, E-Discovery, District Attorney Liaison, Records Management System Coordinator, UCR/NIBRS Coordinator

Melanie - Concealed Carry Weapon Registration, Purchase Orders, Jail Commissary

The Sheriff's Office has one reserve deputy and no volunteers.

Recommendations

*Transfer the Sheriff's Office Human Resources duties to the County Human Resources Manager.

*Reassign the Sheriff's Office Human Resources Liaison to become an Evidence and Property Technician. Currently the Sheriff's Office has thousands of items of evidence and property that needs to be audited and purged. This is a major problem in that evidence has

not been audited and purged in over seven years. The building is overflowing with property in almost every area.

*Contract with Propertyroom.com. For no fee they will remove items that can be removed legally from evidence and sell them on e-bay with half the proceeds coming back to the Sheriff's Office. Contract with Gun Busters of Kansas who for no fee will destroy firearms that can be legally destroyed that are being held in evidence. This company sells the parts from the firearms.

*Currently the Lieutenant serves as a part time School Resource Officer. The Sheriff's Office administration and the County administration should strongly recommend that the Sheriff's Office and the School District enter into an agreement to fund a fulltime deputy sheriff to serve as a nine month School Resource Office with 50% of salary and benefits paid by the school district and 50% paid by the Sheriff's Office. In the summer months when school is out the SRO would be assigned to patrol duties.

*If the school resource officer is funded the Lieutenant should be reassigned to patrol full time as a watch commander.

*Two divisions should be created with each one being commanded by a Captain. One would be Operations (Patrol, Investigations, Special Enforcement) and the other Support Services (Administration, Budget, Records, Evidence, Internal Affairs).

*The Undersheriff would oversee and assist each division as needed.

*The Sheriff's Office is in need of a Detective position. The department should apply for a grant to fund this position. There are many investigations that need to be undertaken by a fulltime investigator. The JAG grant could fund this position for four years.

*The Sheriff's Office should create a volunteer program. Unpaid community members with certain skills could volunteer and assist with administrative duties such as answering phones, records, research and development, conducting tours, assisting with community events, crime prevention tasks, traffic control, taking minor desk and phone in reports, search and rescue, etc.

*The Sheriff's Office should attempt to recruit and appoint additional Reserve Deputies. Reserve Deputies can greatly augment the patrol division.

*An on-line crime reporting system should be developed. This would reduce the time that patrol deputies are taking reports.

Mission, Vision and Value Statements

The Sheriff's Office has very detailed Mission, Vision and Value Statements on their website. However, I did not see them being posted in the Sheriff's Office.

Recommendations

*Shorten the Mission, Vision, Value Statements to one or two sentences or use acronyms that can be easily remembered by all department personnel.

*Post the Mission, Vision, and Value Statements in several conspicuous locations in the Sheriff's Building including both the inner and outer lobby areas.

Strategic Plan

Currently there is no strategic plan for the Sheriff's Office

Recommendations

*Create a five year plan that will show the accomplishments and challenges that the Sheriff's Office faces and how they plan to address them. This public document should be thorough and allow input from every department member as well as citizen input.

*Revisit the strategic plan once a year and make adjustments as necessary.

Current Sheriff's Facility and Evidence

The current Sheriff's Headquarters building consists of the following rooms, listed in a counterclockwise direction:

Outer Lobby

Inner Lobby

Sheriff's Office

Dispatch

Captains Office

Undersheriff's Office

Human Resources Office

Copy Room

Report Writing Room with four report writing stations (Squad Room)

Evidence Room

Generator

Dispatch Supervisor office

Back-up Radio System

Two Garage Bays used for storage (both completely full – mostly with evidence)

Employee Breakroom

Secretary Office

Secretary Office

Captain Office

Lieutenant Office

Secretary Office

There are two connex storage units. One is on-site and one is off-site

The current main headquarters facility is overflowing with property in the garages. This needs to be addressed as soon possible.

The evidence room is full.

There is no central armory. Weapons are stored in the Sheriff's Office and in the Undersheriff's Office.

Recommendations

*As mentioned earlier begin a purging process regarding evidence and property. This would open space in the two department garages.

*Assess the feasibility of remodeling one of the garages for additional office space.

*Create additional storage space for department equipment that is haphazardly being stored in the department report writing area.

*Create a secure department armory and transfer all department weapons into the armory.

*Develop a community information center with community safety and crime prevention brochures in the outer lobby. Currently there are few informational brochures in that area.

*Remove items being stored adjacent to the outer lobby area. Currently there are several tires and a 2 ½ gallon gasoline storage container that is half full of gasoline. The gasoline storage is a serious safety issue that needs to be addressed as soon as possible.

*Develop an office space for a department investigator and/or when the Colorado Bureau of Investigation responds to assist with a major investigation.

Crime Rate and Calls for Service

The following crime data from 8/1/2022 through 9/10/24 was supplied by the Sheriff's Office:

Part One Crimes

3 homicides
 4 robberies
 7 sex offenses
 44 assault offenses
 134 burglary offenses (reported after occurrence)
 17 in progress burglary calls (this is ancillary data – not part one crime data)
 173 theft offenses
 50 stolen vehicles
 0 arson offenses

No data regarding calls for service was provided.

Recommendations

*Better crime data broken down by month needs to be developed resulting in an annual report.

*A month by month comparison of all calls for service needs to be developed resulting in an annual report.

*A dashboard with this data on the department's website would be a valuable addition that would keep the public informed about crime in the community.

Recruitment and Hiring of Sheriff's Department Personnel

Recruitment of law enforcement personnel has been difficult nationwide. To be successful recruiting personnel law enforcement agencies have to cast a wide advertising net, be persistent and innovative.

Recommendations

*The department should create a recruiting brochure and mail both electronic and hard copies to every college in Colorado that has a criminal justice program and also to every college police academy in Colorado. This brochure will be posted on hiring boards at the college. The recruitment brochure should highlight the positive aspects of working in the Huerfano County Sheriff's Office to include personal relationships, not being just a number

in a large agency, working in a supportive community, the outdoor lifestyle in Huerfano County, department training opportunities, the ability to work your cases to conclusion, the take home car plan that allows deputies to live from Pueblo to Trinidad and commute to work in a department supplied vehicle, overtime opportunities, complete uniforms and equipment supplied at no cost to the employee, lateral entry opportunities for experienced officers, and an abbreviated field training program for experienced officers.

*The recruiting brochure should be added to the department and the city website.

*The department should explore if a no cost recruiting video can be developed. The Canon City Police Department did this at no cost using a local high school visual arts program. The recruiting video is still on YouTube.

*The department should advertise for deputies on the International Association of Chiefs of Police website. There is no charge for this.

*The department should advertise for deputies on the Colorado Peace Officer Standards and Training Website. There is no charge for this.

*The department should continuously recruit and have an eligibility list of potential new hires at all times. This will reduce the time to replace a deputy when an opening occurs.

*The department should visit and make recruiting presentations to both the Trinidad State College Law Enforcement Training Academy in Alamosa 73 miles away and to criminal justice students at the main campus at Trinidad State College 35 miles away.

*Attempts should be made to determine what students live in Walsenburg and in Huerfano County that are attending the Trinidad State College Law Enforcement Academy in Alamosa and are attending criminal justice classes at Trinidad State College and send them a letter and recruiting brochure to invite them to explore career and volunteer opportunities at the Huerfano County Sheriff's Office.

*An attempt should be made to determine if the local newspaper would as a public service place a no cost ad in their newspaper advertising for Deputy's when an opening occurs or are anticipated.

*The department should create a recruitment team of motivated volunteer deputies. The Sheriff and the Undersheriff should also be part of the recruitment team as time allows. The recruitment should visit area colleges and area law enforcement academies to recruit new Deputies.

Hiring of Sworn Deputy Sheriff's

Currently the hiring process for Deputy Sheriff's consists of the following:

Completion of an Interview with the Sheriff, Undersheriff, Captain Human Resources and two members of the public

Background Investigation

Psychological Examination by a licensed Psychologist

Physical Examination by a licensed medical doctor

Recommendations

*Have applicants take a valid written test. An often used vendor is Stanard and Associates who have developed The National Police Officer Selection Test.

*The addition of a polygraph examination.

*Deputy Sheriff finalists should at their expense take the Test of Adult Basic Education (TABE Test). This test evaluates English Language proficiency, reading and comprehension skills, basic math, and writing skills. This will provide valuable insight into the applicant's educational level. Often there can be surprises when this is not tested resulting in finding that a new hire has difficulty with basic skills. This low cost test can be administered at a local college or via computer off-line.

*In lieu of adding a Physical Abilities Test an enhanced medical examination could be required. An enhanced medical physical exam will reduce medical liabilities to the pension plan.

*A mandatory ride-along for the applicant. The Deputy that the applicant rides with will provide valuable input regarding the applicant's interest, ability to fit in the organization and ability to perform the duties of Deputy Sheriff.

*A home visit and interview of immediate family members should be included in the Background Investigation. This will determine if there are any family issues that might impact the applicant's ability to serve as a Deputy Sheriff.

*Before hire the applicant should be drug tested.

Retention of Sheriff's Personnel

Retention of law enforcement personnel has been a challenge in all law enforcement agencies nationwide. In Colorado before the George Floyd incident on May 25, 2020, annual attrition was 10% in most agencies. Post the George Floyd incident and after the Police Accountability legislation became effective on September 1, 2020, annual attrition rates in Colorado law enforcement agencies dramatically increased in some agencies to 25% and 30%. Various strategies have been added to retain law enforcement officers. It is estimated by the Southern Police Institute that the cost to replace a law enforcement officer who has resigned is in excess of \$100,000.

Recommendations

- *Some agencies are offering both a hiring bonus and a retention bonus for sworn officers.
- *Increase the take home program to allow personal use in Huerfano County while off-duty with certain restrictions. This concept was pioneered by the Yakima, Washington Police Department and was adopted by the Canon City, Colorado Police Department. This is an attractive benefit for most officers. It increases law enforcement visibility throughout Huerfano County. This will also increase officer safety by having the ability to have more officers respond to dangerous calls.
- *Reduce the cost of health insurance. This will improve compensation for Officers.
- *Develop an annual Mental Health Check-In for all employees. A Mental Health Professional would visit the department annually and meet with each employee for an hour to help them deal with stress, family issues, and make them more resilient. This will assist in reducing attrition.
- *Develop an Employee Advisory Committee (EAC). The EAC representatives would meet with the Sheriff quarterly to discuss and resolve any employee concerns.
- *Subsidize a gym membership for Deputies.
- *Host an annual Family Night at the Sheriff's Office where employee's family members could tour the department, meet the staff and hear words of encouragement and support from the Sheriff.
- *Develop an Awards Program. Employees want to be recognized for excellent work by their peers.
- *Have an annual Awards Banquet where department awards are distributed. Invite family members, elected officials, and the media.

*Develop a career track for employees. Based on time in grade, merit and accomplishments employees can move up to higher levels within the same rank such as Master Deputy, Sergeant First Class and a higher level of Lieutenant and Captain. All with a commensurate pay raise. A national model using this concept is the Lawrence, Kansas Police Department.

*Institute shift differential pay. Extra pay for working patrol shifts after a certain time.

*Institute additional pay when serving as a Field Training Officer.

*Develop a college reimbursement program.

*Institute additional pay for having a college degree.

*Improve the department training plan which allows employees to further develop their skills.

Staffing Attrition and Wellness

Since 2021 17 Patrol Deputies have separated from the Sheriff's Office. The reasons that the employees cited for leaving were the following:

2-Personal Reasons

9-New Law Enforcement Position

2-Career Change

1-No reason

3-Effective Immediately

Recommendations

*These numbers reflect a high level of attrition. A higher number of Deputies are leaving for other law enforcement positions than any other reason. Salary and benefits need to be improved to reduce attrition. A salary survey of comparable counties should occur.

*A wellness program needs to be developed with the goal of reducing stress and focusing on long term career development. This program should include proper nutrition, smoking cessation, how to stay heart healthy as well as how to arrange personal finances and stress management.

*Ethics training is needed to reduce ethical and policy violations.

Patrol Schedule (days 6am to 6pm – nights 6pm to 6am,)

The Sheriff works day shift on a 5/2 schedule – Monday through Friday (8am to 4PM) – he responds to calls for service as needed.

The Undersheriff works dayshift on a 4/3 schedule – Monday through Thursday (8am to 6pm) – he responds to calls for service as needed.

Captain Lesser works day shift on a 4/3 schedule – Sunday through Wednesday (8am to 6pm) and then alternating Monday through Thursday and responds to calls as needed.

Captain Laporte works a 4/3 schedule – Monday through Wednesday with rotating between days and nights and responds to calls as needed.

Lieutenant Pacheco works day shift on 4/3 schedule – Monday through Thursday and then alternating Tuesday through Friday. She works as the school resource officer on a part time basis.

Sergeant Hajar works night shift on a 4/3 schedule Sunday through Wednesday.

Corporal Martin works night shift on a 4/3 schedule Wednesday through Saturday.

Remaining Deputies work a combination of 4/3 schedule and rotate to a 3 day 12 hour workday.

12 hour shifts are popular with Officers because it reduces the number of days they work in a year. However, several studies with the leading one done by the Police Executive Research Forum (PERF) showed that there is a fatigue factor when working a 12 hour shift. Especially if you work beyond 12 hours due to court, staffing shortages or major events. Liability can be attached to Officers being fatigued.

Recommendations

*A manpower study needs to be undertaken to determine if the current schedule is the most efficient. The Sheriff's Office has done a commendable job trying to provide coverage with a small staff.

*A power shift should be evaluated that would assign a Deputy to work other than 6am to 6pm or 6pm to 6am. The power shift would work the busiest 12 hours of the day and works on the busiest days of the week. Usually this would be 2 pm to 2 am Wednesday through Saturday.

*The Undersheriff should be assigned to a dayshift 5/2 schedule from 10:30am to 6:30pm. This would allow him to meet day shift and night shift officers.

*If adequate patrol coverage occurred a 10 hour day, 4/3 schedule with a common training day on Wednesday would be ideal. This would require slightly staggered shifts to ensure continual coverage, and two power shift officers for seven day a week coverage.

*The Captains and Lieutenant schedule should be evaluated to determine if it would be more effective for the organization to have them work a traditional 5/2 schedule.

Patrol Operations and Court Security

It has been reported that patrol deputies are busy (900 to 1200 calls for service monthly) and at times lack adequate backup resulting in dangerous situations being handled by one deputy. The workload needs to be reduced through a variety of approaches. The Sheriff has advised me that approximately 70% of calls for service are in the City of Walsenburg which the Sheriff's Office provides law enforcement services. Minimum staffing is two patrol Deputies on duty at any time.

Recommendations

*An online reporting system should be developed that would crime victims to write their own crime report and not require a deputy to respond. Many law enforcement agencies in Colorado have this program and it is easily replicated.

*A Differential Police Response program should be developed. A Differential Police Response Program holds less serious calls until staffing is available to respond. An example would be a cold bicycle theft might be handled during the next shift if it is reported during an exceptionally busy time.

*If the department can develop a corps of reserve officers they could be dispatched to handle minor report calls.

*A kiosk can be positioned in the internal lobby of the Sheriff's Office for self-reporting of minor crimes thereby reducing the need for a Deputy to respond. This can be grant funded.

*The department should develop a college intern position that after training could be assigned as a desk officer inside the lobby of the Sheriff's Office and handle walk-in reports. Trinidad State College would probably be receptive to coordinating this program with the Sheriff's Office.

*Due to the size of Huerfano County a Resident Deputy program should be evaluated.

Court Security

The Sheriff's Department has a functioning court security program. I personally witnessed this assignment. There are no recommendations regarding this function.

Vehicles

The Sheriff's Office fleet consists of 65 motor vehicles (includes specialized use vehicles), and in addition 9 Trailers, 1 Forklift, 4 ATV's, 1 Bob Cat Dozer, 1 MRAP.

The age of patrol vehicles (not specialized use vehicles).

Model Year:

1997 – 1
2006 – 1
2007 – 5
2008 – 4
2009 – 8
2010 – 4
2011 – 4
2012 – 1
2013 – 9
2014 – 2
2015 – 2
2016 – 3
2019 - 1

Recommendations

*The motor vehicle fleet needs to be thoroughly reviewed to include mileage, condition and a determination if the vehicle is actually needed.

*Vehicles that are not needed should be auctioned off and if possible the proceeds applied to the Sheriff's Department Budget.

*The fleet is older and I suspect many vehicles have high mileage. A vehicle replacement plan needs to be developed with the goal of purchasing one to two new patrol vehicles per year. A grant can fund these costs.

Field Training Officer Program

The department has a 12 week Field Training Program for new Deputies. The length of the program can be adjusted depending on the progress of the trainee. Some trainees are accelerated through the program due to superior performance and some deputies require additional weeks of training.

Recommendations

- *All Field Training Officers should attend an FTO school before they train new Deputies.
- *Documentation in the form of daily observation reports should be completed by the Field training Officers and then reviewed by the FTO Training Program Supervisor.
- *The department should develop an abbreviated Field Training Program for lateral hire deputies with prior law enforcement experience.

Bike Patrol

The Sheriff's Office currently does not have a bike patrol program. However, a very nice electric bike was recently found as abandoned property. Several attempts were made to locate the owner and all were unsuccessful.

Recommendations

- *The above described electric bike should be turned over to the Sheriff's Office after complying with local ordinances regarding found property.
- *The electric bike should have graphics placed on the bike identifying it as a Sheriff's electric bike.
- *The electric bike should be used for patrol in downtown Walsenburg.
- *A study should be undertaken to determine if it would be feasible to have a two bicycle patrol program with bike racks on two patrol cars.

Crime Analysis

The Sheriff's Office currently does not have a crime analysis program. There are several computerized crime analysis programs that are commercially available. Examples include Lexis Nexus, Accurint, Beagle Analytics and COPLINK. There are many benefits to having a crime analysis program. They include:

Better Intelligence for Patrol Officers To Address Crime Issues

Better Coordination With Other Law Enforcement Agencies

Increased Transparency

Community Informed Policing

Targeted Community Outreach

Collaboration with Local Organizations

Real Time Updates For Residents

Recommendations

*The Sheriff's Office should investigate obtaining a computerized crime analysis program that would address their needs.

*A computerized crime analysis program can be funded by various grants.

*At a minimum a pin map in the department should be developed and maintained by support staff. The pin map will show the locations of crimes occurring in the county. This could be a project assigned to an intern, volunteer or reserve officer.

*Information about crimes should be on the Sheriff's website in an attempt to alert the public.

Department Policies

The Sheriff's Office has their own department policy manual. However according to the Sheriff, it hasn't been updated in ten years. This is a serious liability issue and needs to be addressed as soon as possible.

Recommendations

*Due to lack of staffing to update the current policy manual the department should contract with LEXIPOL. LEXIPOL will supply an on-line policy manual that is specifically footnoted to Colorado state laws and court decisions. Over 100 law enforcement agencies in Colorado use LEXIPOL.

*After the LEXIPOL policy manual is adopted by the department training on the new policies for all department personnel should occur as soon as practical. This can be accomplished through roll call training.

*The insurance company for the Sheriff's Office should be contacted to determine if there is a reduction in insurance premiums and/or assistance in paying for LEXIPOL. CIRSA had a program like this at one time.

*If LEXIPOL is not adopted the current policy manual should be reviewed by the department's command staff with the goal of updating one policy a month starting with high liability policies. This review can be accelerated by reviewing a similar agencies policy manual who is either CALEA Accredited or Accredited by the Colorado Association of Chiefs of Police.

Uniforms

The department uniform looks professional and all sworn personnel appeared to look similar when in uniform. I have no recommendations to change the current uniform.

Recommendations

*The department should assess the need for and the ability to pay for cold weather uniforms for Deputies. Items such as winter parkas, watch caps, gloves and winter boots could be needed due to severe weather.

Special Weapons and Tactics (SWAT) and Crisis Negotiation

The department does not have their own SWAT Team. When needed they use the SWAT Team from the Pueblo County Sheriff's Office. The department has one Captain assigned as a Crisis Negotiator.

Recommendations

*When staffing allows train at least one Deputy on each patrol shift in basic containment techniques. This will allow on-duty personnel to contain a situation until a SWAT Team can arrive on scene.

*When staffing allows train three Deputies as Crisis Negotiators. Crisis Negotiators can resolve over 90% of barricaded gunman and hostage situations without the need for a SWAT Team. Crisis Negotiators should be low ranking personnel who by design cannot make major decision during an incident which will slow down the situation. More time often results in a better outcome.

*The Captain who is the department negotiator can remain as the Commander of the program but should not be the main negotiator.

*All Crisis Negotiation equipment (Throw Phone, Command Boards) can be grant funded.

*Crisis Negotiators can be trained by attending the 40 hour FBI Crisis Negotiator training course at no cost.

*Crisis Negotiators should train once a quarter and have a practical field training exercise once a year.

Detective Operations

The Department does not have a Detective. Deputies' conduct follow-up investigations on their own cases. There have been many serious crimes and pattern crimes in Huerfano County that require extensive investigation. As an example, a local liquor store has been burglarized five times in six months. Surveillance cameras have recorded the face of the burglar and this video has been provided to the responding Deputy. According to the victim he has never heard back from anyone in the Sheriff's Department to provide any updates on the investigation. This case would have been easily solved if the department had a Detective who could devote adequate time to investigate it.

Recommendations

*The Department desperately needs a Detective. Serious crimes have occurred that need a more thorough investigation than what a patrol Deputy can provide due to staffing and volume of calls for service.

*When staffing allows the Department should assign a Deputy to be a Detective at their earliest opportunity.

*When the new Detective is assigned he/she should receive the following training:

*The Boulder Police Department hosts a one week basic investigator school – POST will pay for this class and per diem.

*The Colorado Bureau of Investigation periodically hosts a one week basic crime scene training class – POST will pay for this class and per diem.

*Arrangement should be made for a one week on the job investigator training with the Pueblo County Sheriff's Office.

Drug Enforcement

Drug enforcement investigations are conducted by the Colorado Bureau of Investigation. However, Patrol Deputies have made narcotics arrests while conducting traffic stops and during the course of their duties.

Recommendations

*The Department should continue collaborating with the Colorado Bureau of Investigation regarding drug enforcement.

*The Department should advertise that if citizens have information about illegal drugs they should report it to Crime Stoppers.

*The Department should use Crime Stoppers to receive information about illegal drugs in Huerfano County and then share that information with the Colorado Bureau of Investigation and area agencies that have active drug investigation units, i.e. the Pueblo County Sheriff’s Office, the Pueblo Police Department and the Vice Narcotics and Intelligence (VNI) Unit of the Colorado Springs Police Department.

*Information received about drug dealers in Huerfano County should be shared in a confidential manner with patrol deputies. When traffic violations occur with these known and suspected drug dealers the patrol deputy and the K-9 Deputy can check the vehicle. Many narcotics cases have been made in this manner in other jurisdictions.

Budget

Budget data for the Sheriff’s Office was reviewed for the last four years (2021 – 2024). The review showed the following:

Total County Budget	– General Fund Budget	– Sheriff’s Office	– Sheriff’s Office Actual
2021	– 17,091,579	– 6,378,059	– 2,324,649 – 2,339,078
2022	– 20,747,609	– 7,059,959	– 2,579,294 – 2,763,155
2023	– 20,888,360	– 6,955,126	– 2,141,072 – 2,879,916
2024	– 21,876,572	– 7,887,429	– 2,713,933 - -----

The budget is a traditional line item budget that shows data by individual items. The section that shows a dramatic increase is the 2023 salary line item that was over budget by 51%. In

discussions with the Sheriff and Undersheriff they stated that this was due to overtime expenditures that were a result of staffing dropping down to 9 road patrol deputies from an authorized number of 13.

The other item to note was in 2021, 2022 and 2023 the actual Sheriff's Office was always in excess of the authorized budget amount. The 2024 budget has not been finalized as of this report. This obviously needs to be corrected.

Recommendations

*My review found that the Undersheriff, Captains and Lieutenant are classified by the Sheriff's Office under the Fair Labor Standards Act (FLSA) as non-exempt employees. This means that they receive overtime pay when they work in excess of their assigned schedule. One Captain was reported to have made an annual salary of \$250,000 in a recent year when overtime was computed into his salary. In my experience this is unheard of for these ranks to be classified as non-exempt. They should be classified as exempt and not be eligible for overtime even if they work overtime. This will save thousands of dollars annually in the Sheriff's Office budget and fund additional Deputies.

*The excessive overtime is necessitated by not having an adequate number of Deputies on patrol. This becomes a crisis situation on a regular basis. Additional Deputies need to be added to the Department and funded by a combination of grants (Federal, State, Local, Private), a public safety tax, a partnership with the school district for a school resource officer and a county surcharge on court convictions that creates a criminal justice fund for the Sheriff's Office.

*Grants as listed in the next section below should be used to augment the budget.

*The budget should be reviewed quarterly by the Sheriff's Office Command Staff and adjustments made to ensure that they do not exceed their authorized budget.

Grants and Funding Sources

In 2023 the department received the following grants:

JBBS - \$179,500 – local match - \$17,950

SAR - \$12,600

Underfunded Court House - \$55,969

Court House Security Grant - \$40,785.51

In 2024 the department received the following grants:

Court House Security Grant \$73,979

JBBS - \$175,114

Huerfano County Law Enforcement Imp. - \$200,000 – local match \$237, 282

SAR -\$6,965

The above grants are impressive but more is clearly needed that directly improve staffing.

Recommendations

The Department should apply for the following grants:

*The Justice Assistance Grant (JAG) for personnel through the Colorado Department of Criminal Justice. The JAG would pay 100% of personnel costs for four years for a Deputy Sheriff. This position needs to be assigned to patrol.

*The Law Enforcement Community Services Grant through the Colorado Division of Local Government Funding. This grant provides funding for community outreach projects.

*The Colorado Law Enforcement Assistance Grant Program (LEAGP) through the Colorado Department of Public Safety. Tis grant can fund operations, investigations, training and education, equipment and supplies, joint community based programs, or support of community based programs.

*Colorado Proposition 130 will provide grant funding for hiring more Officers, provide training and bonus pay.

*Victim Assistance for Law Enforcement (VALE) Fund Grants provide funding for victim assistance

*Colorado Law Enforcement Assistance Fund (LEAF) provides funding for DUI enforcement.

*State's Mission for Assistance in Recruiting and Training (SMART) Grant Program is administered by the Colorado Division of Criminal Justice and is designed to fund additional Officers.

*Community Oriented Policing Services, US Department of Justice (COPS Office) provides funding for additional Officers (COPS Hiring Program – CHP, De-escalation training (SAFER) Outcomes and School Violence Prevention Programs. The COPS Office periodically revises

and adds new grant proposals. The department investigate a School Resource Officer grant.

*Wal-Mart has a law enforcement grant program for various products to include bicycles for youth. A Wal-Mart store does not need to be in your jurisdiction to apply.

*Target has a law enforcement grant program for various products to include bicycles for youth. A Target store does not need to be in your jurisdiction to apply.

*National Center for Missing and Exploited Children (NCMEC) based in Alexandria, Virginia has a training grant program for the Sheriff and the Department Communications Manager that funds 100% of a 3 day training (to include travel expenses and per diem) program entitled, "Prevent, Reduce, Prevent – Leadership Seminar on Missing and Exploited Children". They may have expanded the eligible attendees to include other leadership positions in the Department.

*New Mexico Tech funds a 100% (to include travel and per diem expenses) paid one week training program for law enforcement officers at their Counterterrorism First Responder Training Program in Socorro, New Mexico. This training class deals with explosive devices. It is an excellent training program.

*Defense Reutilization Marketing Office (DRMO), also known as the 1033 program provides free surplus military equipment.

*1122 Federal Procurement Program allows state and local agencies to purchase equipment at the same cost as the federal government. Many agencies purchase vehicles in this manner. 1122 will always be less than state bid on vehicle purchases.

*National Association for the Exchange of Industrial Resources (NAEIR) provides free materials to members after they purchase a catalog.

*Colorado POST Training Grants fund 100% of training and per diem costs for approved training classes for sworn Officers. This is an important grant in that a large portion of the Department's training can be funded.

*Colorado POST Backfill Grant will fund overtime to backfill for an Officer when an Officer attends POST funded training. This is designed for small law enforcement agencies.

*El Pomar Foundation has funded 10 grants in Huerfano County since 2021 in the areas of arts, civic, community initiatives, education, health and human services.

*Firehouse Subs has a First Responder Equipment Grant program. A Firehouse Sub restaurant does not to be in your jurisdiction to apply.

*National Child Safety Council is a 70 year old 501 c 3 organization that electronically solicits fund from the business community of your jurisdiction. They then provide your Department with resources for child safety programs. This is a very easy program to participate in. Twenty Eight law enforcement agencies in Colorado participate in this program. I personally have been Chief of three department that participated in this program over a period of 20 years and never had an issue while receiving thousands of dollars in free child safety literature and promotional items.

*County Surcharge Fees could be added to fines in County Court by the addition of a County Ordinance. These funds could create a County Criminal Justice Fund. These monies could fund equipment, training, community outreach programs, crime prevention programs and other criminal justice programs.

*A County Public Safety Tax could be explored that would increase the budget to allow more personnel to be hired by the Sheriff's Office. The City of Castle Rock just passed this public safety tax.

*The Colorado State Patrol has a program that provides fingerprint readers at no cost to the Department. These fingerprint readers check fingerprints of subjects in the field.

*The Sheriff could explore charging prisoners in the jail a daily fee for their incarceration. The Boulder County Sheriff's Office has this program

Emergency Operations Center

The Huerfano County Emergency Operations Center is housed in the Community Center.

Recommendations

*An annual tabletop training exercise with the Huerfano County Department of Emergency Management, the Huerfano County Sheriff's Office, Representatives from the City of Walsenburg, and the Colorado State Patrol would ensure that in the event of an emergency all public safety efforts are coordinated.

*A three day supply of non-perishable food, water and basic supplies for on duty Sheriff's personnel would be advisable.

*Generators at the Sheriff's Office Dispatch Center and at the Emergency Operations Center should be checked once a month to ensure they are operational.

Community Outreach and Community Policing

Community Outreach is critical for all law enforcement agencies. Building trust with the community is the cornerstone for community policing. When asked what community outreach programs the Department had in 2024 I was told none, due to staff shortages and workload. This is a serious shortcoming that needs to be corrected as soon as practical.

Recommendations

*The Department needs to plan community outreach programs in 2025.

*The Department command staff needs to coordinate their participation in community outreach. Each command officer (lieutenant and above) should be required to coordinate and attend at least one community outreach program in 2025.

*The Department should participate in National Night Out. This one evening event takes place on the first Tuesday in August. Over 15,000 law enforcement agencies participate nationwide. Information can be obtained from The National Association of Town Watch. The purpose of National Night Out is to Reduce Crime and Fear, Strengthen Neighborhood Spirit, Raise Awareness of Crime and Drug Prevention, Send a Message to Criminals that Neighborhoods are Organized and Fighting Crime. All command officers should attend National Night Out (attendance in NNO is in addition to each command officer coordinating and attending their own community outreach program).

Examples of community outreach programs that will not burden a busy department:

*Coffee with a Cop

*A Bike Rodeo

*Presentation to First Time Drivers on Traffic Safety at the High School

*Serving Coffee/Drinks for an hour at a Fast Food Restaurant

*Crime Prevention Presentation to a local service club (i.e. Rotary, Lions, Optimists, Kiwanis, Realtors)

*Writing an article in the local newspaper about Crime Prevention

*Appearing on a local radio station

*Staffing an information booth at a local fair

- *Hosting a meeting in an area where there have been pattern crimes (i.e. for local businesses after the series of burglaries at a liquor store)
- *Coordinating a meeting about human trafficking with local hotel operators
- *A meeting for women on safety (i.e. Rape Aggression Defense System -R.A.D Training)
- *Acting as servers serving water at a busy restaurant with tips going to Special Olympics
- *Foot patrol in a business area and contacting business owners
- *Coordinating a meeting with licensed liquor outlets

Training and Firearms Range

Information was provided to me that due to lack of staffing the Department in recent years was not in compliance with Peace Officer Standards and Training requirements for on-going training. The POST rule is that every officer must complete 12 hours in perishable skills training (Emergency Vehicle Operation Course Driving, Firearms and Arrest Control) and 12 hours of training that the Sheriff approves, for a total of 24 hours training per year. If any officer fails to complete this required training the entire agency is not eligible for POST Training grants. This is a major sanction for any agency.

Recommendations

- *Develop an annual training plan with input from all Department members.
- *Ensure that all Officers are in compliance with POST Training requirements. According to the Undersheriff the Department will be in compliance with POST minimum training requirements in 2024.
- *Use all available options to conduct training, such as roll call training, on-line training, in-service training, attendance at outside training courses.
- *Utilize outside instructors to teach classes at the Sheriff's Department for Huerfano County Sheriff's Department personnel as well as inviting area law enforcement officers to attend.
- *Have each Deputy maintain their own training file to ensure that all training is recorded.
- *Have supervisors review with their subordinate's high liability department policies and record these hours as training hours. A goal of one high liability policy review per month is realistic.

- *Have a Command Officer select certain Body Worn Camera Footage to review with Department members highlighting correct approaches to handling the situation and approaches to handling the situation that need improvement.
- *Extensive use of POST Training Grants. This will fund a considerable amount of training for all sworn members of the Department.
- *Ensure that Firearms Training includes night shooting, shooting after moderate exercise (i.e. running up to the target), shooting in both daylight and low light with emergency lights and siren on, shooting behind concealment and cover, shooting from very close range at targets (i.e. 1 to 3 feet), shooting in certain scenarios (i.e. sitting at a booth at a restaurant, in a Domestic Violence scenario, in an Ambush, etc.).
- *An annual judgment shooting scenario should occur (simunition training, red handle weapons, etc.) This is a major liability if this does not occur.
- *A goal should be to have all Deputies attend Crisis Intervention Training (CIT). This is the standard today in law enforcement. The more CIT trained Deputies the more liability is reduced.
- *All Deputies should complete an online training course in Emergency Spanish, (i.e. Spanish on Patrol).
- *All supervisors should be graduates of the First Line Supervisors training program host by the County Sheriffs of Colorado.
- *All Command Officers should be a graduate of a major Command Officer training program such the Northwestern School of Staff and Command, the Southern Police Institute Command Officers Development Course, The FBI National Academy or a similar program. This may take several years to accomplish but the Department will greatly benefit from having a well-trained command staff.
- *Experienced Deputies and experienced Supervisors should attend Leaders in Police Organization (LPO) training hosted by the County Sheriffs of Colorado. This program will improve resiliency among staff.
- *A wellness component should be added to the Department's training program focusing on a healthy lifestyle, stress management, financial competence. A Health Newsletter can be obtained at no cost.
- *The Department should have training in Cultural Competence, Emotional Maturity or Cultural Diversity for all Department members.

*All members of the Department should have an annual ethics review.

*All members of the Department should have sexual harassment training at least once every two years.

*Dispatchers should have their own Field Training Program with documentation in place.

*All dispatchers should be trained in Emergency Medical Dispatch.

Firearms Range

An inspection of the Firearms Range revealed that it is an 8 lane range with adequate safety measures in place (i.e. a high berm, single road entrance and it is secluded). No modifications to the range are recommended at this time.

Personnel Early Warning System

A Personnel Early Warning System is designed to identify employees that need assistance due to professional and/or personal problems. It is designed to get employees the help they need to protect their career and improve job performance. Currently the Huerfano County Sheriff's Office does not have a formal Early Warning System in place. There are several commercially available Early Warning Systems such as IA Pro, Guardian, and PowerVitals. I have attached a simple to use manual system that monitors 18 categories and has no cost.

Recommendations

*The Sheriff's Office should implement a formal Early Warning System in 2025.

*A Command Officer should be assigned to monitor the Early Warning System every six months.

*Deputies identified as needing assistance should be provided assistance as soon as practical.

*The Early Warning System should not be punitive but rather helpful.

Liability Reduction (De-escalation and CO-Responder Programs)

Liability in all law enforcement agencies should be reduced to the lowest level. Reducing liability saves the Department money, reduces insurance costs, reduces bad media coverage, improves trust with the community and saves careers.

Recommendations

- *The Department should adopt a minimum of a two level level approach to de-escalation training. All Deputies should have:
- *Crisis Intervention Training (40 hours training course) – Failure to have Deputies trained in CIT has now become the basis for many lawsuits
- *Mental Health First Aid (8 hours training course)
- *Have three Deputies trained as Crisis Negotiator (40 hours training course)
- *The Department should develop a robust timely CO-Responder Program in coordination with a local mental health service provider.
- *Suicide prevention literature should be obtained and provided for each Deputy to have them provide this on calls regarding people contemplating death by suicide. This is important because as an example in Woodland Park this was not done and it resulted in a suicide, an investigation by the media and a threatened lawsuit.
- *An outside trainer should be retained to present training on law enforcement liability and how to prevent it. Many Officers are not aware of liability connected to law enforcement and how to prevent it.
- *A Command Officer should be assigned to periodically research cases where law enforcement agencies in Colorado have been successfully sued. This information should be synopsisized and e-mailed to each Deputy to make them aware of liability trends in Colorado.

Internal Affairs

Internal Affairs deals with the investigation of citizen complaints and complaints generated within the Department. It is critical that this function is performed correctly. Community trust can be eroded quickly if citizen complaints are not investigated properly. Liability can also be increased dramatically if this function is not performed correctly. When inquiring who performs internal affairs investigations the response I received was slightly ambiguous. I when I inquired if anyone in the Department has had specific training on how to conduct internal affairs investigations the response was no one in the Department has had this type of training.

Recommendations

- *Two Command Officers should attend a training class on how to conduct internal affairs investigations.
- *One Command Officer should be assigned as the primary internal affairs investigator and the second Command Officer assigned as a back-up.
- *The Department Internal Affairs policy should be reviewed and updated. It has not been updated in over 10 years.
- *A brochure should be developed on how to compliment or complain on a Department Member. These brochures should be on display in the outer lobby area.
- *The brochure should also be on the Department's website.
- *Internal Affairs investigations should be maintained in a secure area with limited access.
- *An annual report on the number, type and resolution regarding complaints the Department has received in a calendar year should be developed and be on the Department website. I believe that the number is very low. I have very successfully used an approach that of the total number of citizen contacts (dispatch calls + citizens contacted on calls for service + arrests + traffic contacts + Deputy citizen contacts + walk in citizens at the Sheriff's Office) will total several thousand and out of that number we have only had a few citizen complaints (list the actual number).

New Trends in Discipline

Traditional discipline models in law enforcement agencies focus on negative discipline. When a department member violates policy there is a negative sanction in the form of a written reprimand, suspension without pay, demotion or termination. In small law enforcement agencies often a negative sentiment towards management lasts for many years. The subject employee is forced to work with a supervisor that he/she has grown to not care for forever. This often leads to resignation from the agency.

A new form of discipline is called Education Based Discipline (EBD). EBD was developed by the Los Angeles County Sheriff's Office. Education Based Discipline is designed to not punish but to educate. It is a simple process to administer.

Policy violations that normally would require up to a five day suspension without pay for the subject employee are eligible for Education Based Discipline if the employee wants to enter into EBD and the Sheriff agrees to it. The employee then writes a five page, college level paper that addresses what the subject employee did wrong, how the situation should

have been handled and what the employee will do when confronted with the same situation in the future.

The paper is written on duty and must be turned in within 30 calendar days. The Sheriff evaluates the paper and grades it with a P for Pass or and F for Failed. If the paper passes that is the extent of the discipline. The subject employee does not lose and pay and is generally agreeable with the process. I have used this process many times and have found that it is a positive learning experience for the subject employee and the same violation is not repeated and there are no lingering hard feelings by the employee.

Recommendations

*Develop an Education Based Discipline program based on the Los Angeles County sheriff's Office model.

*Add this policy to the Department's policy manual and in the future to the LEXIPOL policy manual.

*Train all employees on how Education Based Discipline works.

Volunteers in Policing and College Interns

The Huerfano County Sheriff's Office is clearly understaffed. Several recommendations in the management study have provided avenues to increase staffing. These include federal and state grants, partnerships with school district for a school resource officer and reorganizing the Department.

Another proven way to increase staffing is by developing a volunteer program. There are many civic minded talented senior citizens who have had successful careers who would like to be a volunteer. Volunteers can fill many roles in a law enforcement agency. They can serve as a greeter at the front desk, answer telephones, conduct tours, assist at crime prevention functions, assist at community events, call crime victims to ascertain additional information, be trained to conduct crime prevention presentations, perform security surveys, conduct basic crime analysis, even write minor reports. I would recommend no more Volunteers than five at a time and only one at the department at a time. Usually, each one has a certain day they would like to volunteer. However more than one can assist at community outreach events.

College interns are another way to supplement staffing. As I mentioned earlier Trinidad State College has a criminal justice program that could supply college interns for the Department. College Interns can also answer telephones, provide tours, assist at crime prevention functions, assist at community events, call crime victims to ascertain if they have additional information and even conduct basic crime analysis. Having a College

Interns program will help with future recruiting of Deputies. Many College Interns have become law enforcement officers after graduating college.

Recommendations

*Contact the International Association of Chiefs of Police (IACP) and request their Volunteers in Policing information. There is no cost to obtain this informational packet.

*Follow there guidelines and develop a Volunteer program.

*Contact Trinidad State College Criminal Justice Chair and attempt to develop a College Intern Program. I would recommend no more than two College Interns at a time.

Light Duty Officers

All law enforcement agencies will have Officers that become sick or injured to the extent that they cannot work assigned to patrol duties. However, they are able to work on a light duty status inside the law enforcement facility. This can be a valuable addition to assisting with the agencies' administrative functions.

Recommendations

*Develop a policy regarding light duty assignments. The Deputy cannot do ridealongs while on light duty.

*When the opportunity occurs assign Deputies to light duty administrative assignments in the headquarters facility.

*Carefully track the completed work that the light duty officer completes.

New Technology

There have been advances in new law enforcement technology that the Huerfano County Sheriff's Office should evaluate. The Sheriff's Office does have two drones with enhanced surveillance capabilities: one has Forward Looking Infrared (FLIR) and the other has night vision capabilities. A bomb robot has been approved through the DRMO (Military Surplus) but has not been delivered yet. Mobile Data Terminals (MDT'S) were obtained in 2023 and are mounted in every patrol vehicle. The Department Records Management System (RMS) is Spillman. Training when the system was obtained was not comprehensive. Another training session which will be two weeks long has been scheduled. The radio system works well with only a few dead spots in the County. It is 20 years old and was obtained through a grant.

The Sheriff's Office has an active K-9 program.

Recommendations

*As mentioned earlier the Department should obtain two Fingerprint Readers from that Colorado State Patrol. This free grant program would allow Deputies to identify subjects in the field by checking their fingerprints.

*The Department should contact Project N.O.L.A. (projectnola.org – 504-736-9187). This program is managed by the University of New Orleans which operates the National Real Time Crime Center. N.O.L.A will lease cameras at a reasonable cost (as little as \$300 per year per camera and \$1100 per year for a License Plate Reader Camera). They will also monitor these cameras at no charge.

*License Plate Reader Cameras (through Project N.O.L.A.) could be mounted on the main road in Walsenburg. This would greatly aid in criminal investigations

*The department should create an Evidence Recovery Unit (ERU). This would be an auxiliary assignment for two Deputies who would receive advanced training in crime scene investigation. Advanced crime scene equipment would be placed in this vehicle. This Deputy could respond to and process major crimes scenes. The Sirchie company (www.sirchie.com) sells crime scene processing kits already assembled).

*The Department should join the Rocky Mountain Information Network (RMIN). This federal information and intelligence sharing project loans out sophisticated investigative equipment at no charge.

*The Department should obtain a handheld Night Vision device that can be used by Deputies on patrol to search large areas at night. This will make the Department more efficient. DRMO is a good source for this equipment.

*The Department should obtain a handheld Thermal Imaging device that can be used by Deputies on patrol to search large areas using a heat signature. This will make the Department more efficient. DRMO is a good source for this equipment.

*An E-Citation system allows traffic citations to be written much faster in patrol cars. This can be grant funded.

*The Department's TASER program needs to be reviewed to ensure that the latest TASER model is being used.

*A crime prevention program that organizes citizen's who want to volunteer that they have Video Doorbells (Ring Cameras) will greatly improve criminal investigations.

*The Department Social Media presence needs to be expanded. This platform can improve transparency with the community and act a real time way to broadcast crime information to the community and community safety information.

*The Department should investigate if it is practical to contract with Emergent Enforcement (www.emergentforcement.com – 318-455-3174). This company will issue civil traffic infractions based on tickets that are issued. The Department keeps the majority of the revenue generated and the company keeps a portion. This would be a way to increase the department's Criminal Justice Fund.

*The Department's Less Lethal Equipment needs to be evaluated to ensure that they are equipped with less lethal shotguns, a 40 mm less lethal launcher and OC spray.

*The Department should maintain their K-9 program.

Citizen Surveys

While on-site I interviewed twenty citizens from varying backgrounds. There was a common theme from each citizen when asked their opinions of the Sheriff's Office. All stated:

We respect the Sheriff's Office

We do not see them patrolling enough (this was stated by people who live in Walsenburg and in the unincorporated areas of Huerfano County)

There is not enough traffic enforcement

They need more uniformed Deputies

There is no community outreach

The School Resource Officer is greatly appreciated

Recommendations

*Increase staff thereby increasing presence in the community

*Make the School Resource Officer a fulltime position

*Improve traffic enforcement

*Improve community outreach

*Increase downtown Walsenburg patrol through foot patrol and e-bike patrol

Personnel Survey

Four survey instruments were administered to sworn staff. Listed below are the results of those surveys.

Tenure

1. – 5 months (22 months in another law enforcement agency)
2. - 48 months
3. – 16 months
4. – 7 months
5. – 62 months (186 months in another law enforcement agency)

Average 27.6 months (indicates a young staff)

Education (Completed College Credits)

1. – 120 credits (BS Degree)
2. – 0 credits
3. – 55 Credits (AAS Degree)
4. – 0 credits
5. – 120 credits (BS Degree)

Average number of college credits – 59

Training

All five are Colorado POST certified

Assessment of Morale (1 is the lowest and 10 is the highest)

1. – 1
2. – 6
3. – 4
4. – 8
5. – 3

Average – 5.5 (Morale can be improved)

What's Going Well in the Department

1. – Personal Relationships, schedule
2. – Starting to hire new Deputies
3. – At full staff, second k-9
4. – 0
5. – Dedication, Investigations, Peer Bonding

What Needs Improvement

1. – Time Off, Equipment, Pay
2. – Leadership
3. – Officers showing up on time, Command Staff leading by example
4. – Vehicles, Pay, Incentives
5. – Enforcing Policy, Accountability, Discipline

Assessment of Equipment (1 is the lowest – 10 is the highest)

1. – 1
2. – 4
3. – 2
4. – 3
5. – 2

Average 2.4 (Equipment needs improvement)

Assessment of Training (1 is the lowest – 10 is the highest)

1. – 1
2. – 6
3. – 3
4. – 6
5. – 3

Average 3.8 (Training needs improvement)

Assessment by Deputies of Number of Sworn Staff Leaving Within 6 Months

1. – 3
2. – 2
3. – 3

4. – 2

5. – 5

(Attrition will occur)

Assessment of Workload (not busy enough, about right, too busy)

1. – Too Busy

2. – Too Busy

3. – About Right

4. - About Right

5. – Too Busy

(The workload needs to be reviewed and adjustments made if possible)

Personnel Ethical Climate Survey

25 – 75 - Take immediate corrective action to improve ethical climate

76 – 100 - Take action to improve ethical climate

101-125 – Maintain a healthy ethical climate

1. – 73

2. – 100

3. – 60

4. – 84

5. - 84

Average – 87.2 (Training in ethics is needed)

Employee Career Track

An employee career track is one way to improve retention. The Sheriff's Office has done a commendable job by having several different ranks to include Corporal, Sergeant and Lieutenant. However, the bulk of the sworn employees are at the rank of Deputy. An expansion of that rank to include Master Deputy Sheriff would be a goal that Deputies could strive for and improve attrition.

As an example, Deputies that have a good service record, pass an oral board and have five years' service with the Sheriff's Office would be eligible to be promoted to Master Deputy Sheriff. This would include a five percent pay raise.

For Deputies that serve in the rank of Corporal, Sergeant, Lieutenant and Captain have a good service record, pass an oral board, after eight years in grade, would be eligible to be promoted to a higher grade in the same rank. This would include a five percent pay raise.

Lawrence, Kansas Police Department is the national leader with this concept. They will be happy to share the criteria to move up within the same rank. They have three grades within in the same rank. There is a 28% pay differential between the lowest grade and the highest grade within the same rank.

Recommendations

*Obtain the Lawrence, Kansas pay plan relative to having three grades within the same rank.

*Develop a plan unique to the Huerfano County Sheriff's Office that will create a Career Track, provide pay raises and reduce attrition.

Police Reform

Law Enforcement in the United States had radical changes after the George Floyd murder on May 25, 2020, and the adoption in Colorado of Senate Bill 20-217. Law Enforcement must be transparent, more community oriented and serve several roles when we deal with marginized members of society. This would include the homeless, drug addicted, and migrants.

Deputies must understand this shift and be prepared to appropriately respond to these challenges. Training and management reinforcement is the key to success.

Recommendations

*Provide training to all Deputies on the correct response to these challenging situations.

*Management needs to provide positive feedback when a Deputy correctly handles these situations in the form of Positive Verbal Feedback, Letters of Recognition, and Commendations.

Conduct table-top exercises to show staff what options and resources are available when handling these type of calls.

School Resource Officer

Currently the Department utilizes the Lieutenant as a part time School Resource Officer. There appears to be strong support from the citizens I interviewed for the need for a fulltime School Resource Officer.

School Resource Officers provide positive role models for students, provide safety and security on the campus and provide law enforcement services when needed.

As discussed earlier the idea of a 50/50 salary and benefit agreement with the school district should be explored. This would be mutually beneficial to both the Sheriff's Office and the School District.

Recommendations

*Approach the School District regarding a full time School Resource Officer in a cost sharing agreement.

*Reassign the Lieutenant to patrol. This rank is not needed as a School Resource Officer.

*Assign a Deputy to be the School Resource Officer if the School District agrees to cost sharing.

Planning for the Future

Planning in all law enforcement agencies is a critical task. An annual off site planning exercise should be undertaken by the Command Staff. Presentations should be made by the County Administrator and by the County Human Resources Manager and Sheriff regarding County budget issues and changes in any personnel policies.

Priorities for the next year, budget issues, staffing, equipment needs, personnel issues and grant information should be discussed. A note taker should be assigned to make a record of topics discussed and resolutions made.

Recommendations

*An annual off-site planning meeting with all Command Staff, to include presentations by the County Administrator and County Human Resources Manager should occur.

*Careful notes need to be taken and shared with all members of the department.

*The annual planning meeting report should be an addendum each year to the five year plan.

*Locations to consider for the annual planning meeting is the school district board room, a local corporation board room, the County Administration Building, even a church meeting room. A modest box lunch is always a good idea.

CONCLUSION

The Huerfano County Sheriff's Office has a contract to provide law enforcement services for the City of Walsenburg. When this contract became effective there was no increase in patrol staffing for the Sheriff's Office. This has created immense problems. As the Sheriff's Office patrol staff dwindled due to attrition the Department struggled to just respond to calls for service. The risk factor for Deputies exponentially increased. One report I received described a Deputy responding to a burglary in progress with his wife to assist him. She was not a Deputy and he provided her a firearm to protect herself. This is extremely dangerous and a liability for everyone.

The budget for the Department is not adequate in the sense that there are not enough sworn patrol Deputies. Currently minimum shift staffing is two Deputies on duty at one time. This is not nearly enough.

Criminal investigations are mostly done at the surface level by Patrol Deputies. One burglary victim described to me that his business has been burglarized five times in six months and that he has video evidence of the suspect but no one from the Sheriff's Office has ever contacted him after he provided the evidence video.

Training is on track in 2024 to comply with P.O.S.T. standards but in recent years the Department was out of compliance with P.O.S.T. making them ineligible for P.O.S.T. training and grant funds.

The Department policy manual has not been updated in over ten years. This is a major liability.

Priority Recommendations

*Find funding to expand the number of Deputies assigned to patrol. Patrol Staffing should be increased by a minimum of 50% even if Walsenburg starts their own police department. To fund this, consider a Public Safety Tax, change the FLSA status to exempt for command officers and use the salary savings to fund more Deputies, additional grants, reserve deputies, volunteers and interns.

*Improve the pay and benefits for Deputies. A salary survey should compare similar County Sheriffs' Offices in Colorado. A Wellness program should be developed.

*Reorganize the Department with the Captains becoming Division Commanders assigned to Operations and Support Services and becoming FLSA Exempt (saving considerable overtime funds), the Lieutenant becomes FLSA Exempt and is assigned to patrol, a new grant (with 50% of salary and benefits paid by the school district) funded School Resource Officer becomes a reality and is assigned to patrol when school is not in session.

- *Improve technology that saves patrol Deputies valuable time. Examples include telephone reporting, on-line reporting and differential patrol response.
- *Maintain the increased funding and staffing even if the contract with Walsenburg is cancelled and they create their own Police Department.
- *Take immediate and definitive steps to address the backlog of thousands of items of evidence.
- *When staffing permits create a Detective position to conduct felony criminal investigations.
- *Develop a training plan for 2025 that provides critical training and ensures that the Department is in compliance with P.O.S.T. requirements.
- *Implement a Community Outreach program that has at least once a month some type of Community Outreach program. The Community Outreach programs should not be a burden on the operations of the Department but are critical to the success of the Department.
- *Review the Department vehicle fleet. It seems to have grown to a point that many older vehicles are still being used. Develop a car replacement plan.
- *Adopt the LEXIPOL Policy Manual as soon as possible. The current manual is outdated.

FINAL THOUGHTS

The Huerfano County Sheriff's is operating in a cycle of trying to accomplish all required tasks without adequate staff. The lack of Deputies assigned to patrol is dangerously low.

The critical administrative functions (evidence, policy development, training) are not being addressed appropriately or in a timely manner. This has led to numerous deficient areas.

The liability in the Department is extremely high. This has to be corrected at once or someone runs the risk of getting seriously hurt or a major lawsuit may occur.

I was impressed with the intentions of the Sheriff and Undersheriff but they simply do not have enough tools (funding, staff, equipment) to run the Department efficiently and correctly.

Certification

I certify that this management study was completed solely by myself and is not connected in any way to any prior law enforcement agency or educational institution that previously employed me.

Respectfully Submitted,

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Attachments

December 3, 2024

SOURCES OF INFORMATION FOR THIS MANAGEMENT STUDY

How to Assess and Improve Operations of Small Law Enforcement Agencies, Justice Technology Information Center, Chief Paul D. Schultz, 2017

Final Report of The President's Task Force on 21st Century Policing, May 2015

Presidential Commission on Law Enforcement and Administration of Justice, Final Report December 15, 2020

An Evidence-Assessment of the Recommendations of the President's Task Force on 21st Century Policing, IACP and George Mason University, 2016

The President's Task Force on 21st Century Policing Implementation Guide, 2017

21st Century Policing Task Force Report: The First Five Years, National Police Foundation, November 2021

Fostering Innovation to Respond to Top Challenges in Law Enforcement, Hollywood, Goodson, Woods, Vermeer, Jackson, 2018

Center for Policing Equity, The National Initiative for Building Trust and Justice: Key Process and Outcome Evaluation Findings, La Vigne, Jannetta, Fontaine, Lawrence, Esthappen, 2019

2019 Law Enforcement Trends, Five Major Law Enforcement Trends That Will Shape 2019, Heintze, 2019

Expert Predictions on The Top Police Issues in 2019, PoliceOne.Com, 2018

Personnel Surveys of Five Huerfano County Deputy Sheriff's, 2024

Ethical Climate Surveys of Five Huerfano County Deputy Sheriff's, 2024

2024 Huerfano County Sheriff's Office Budget, 2021 - 2024

Analysis of Huerfano County Sheriff's Office Administrative, Patrol and Crime Data, 2023 - 2024

Managing Small Police Department Agencies in Challenging Times, Public Agency Training Council, 2013

Managing Small Law Enforcement Agencies (MSLEA), Southern Police Institute, 2024

Command Officers Development Course (CODC), Southern Police Institute, 2021 and 2022

FBI Command College, Denver, CO, 2018 and 2019

FBI LEEDA Executive Leadership Institute, 2018 and 2020

Colorado Association of Chiefs of Police Annual Training Conference, 2024

Illinois Law Enforcement Training and Standards Board Executive Institute, 2016

Colorado Peace Officer Standards and Training, 2024

Hiring for the 21st Century Law Enforcement Officer – Challenges, Opportunities and Strategies for Success, COPS Office and PERF, 2017

A Crisis Facing Law Enforcement Recruiting in the 21st Century, Police Chief Magazine, 2016

Law Enforcement Recruitment Tool Kit, COPPS and IACP, 2009

America's Growing Cop Shortage, National Public Radio, 12/12/18

Improving Police Recruitment and Retention, Rand Corporation, 2010

Twelve Recruitment Ideas Every Agency Should Consider, PoliceOne.Com, 2019

IACP, Recruitment and Survey Report, 2024

Interview with Huerfano County Administrator and County Commissioners, 2024

IACP Net, 2019 - 2024

Colorado Association of Chiefs of Police Accreditation Program, 2024

Commission on Accreditation for Law Enforcement Agencies (CALEA), 2024

Criminal Justice Policy and Planning, 5th Edition, Welsh, and Harris, 2016

Critical Issues in Policing Series, Advice from Police Chiefs and Community Leaders on Building Trust: "Ask for Help, Work Together, and Show Respect", PERF, March 2016

Critical Issues in Policing Series, Promoting Excellence in First Line Supervision: New Approaches to Selection, Training, and Leadership Development, PERF, October 2018

Critical Issues in Policing Series, Defining Moments for Police Chiefs, PERF, February 2015

Striving For Excellence: A Guidebook for Implementing Standardized Performance Measures For Law Enforcement Agencies, Bureau of Justice Assistance, 2008

International Association of Chiefs of Police, Police Chief Magazine, Leadership Training Series, 2018 – 2024

United States Marine Corps Police Department, “Managing Small Law Enforcement Agency” training program 2021 – 2022

State of Iowa Law Enforcement Leadership Training, Iowa State Law Enforcement Training Academy, 2021 – 2024

Police Executive Research Forum (PERF) Critical Issues Series, 2020 - 2024

ATTACHMENTS

MUNICIPAL POLICE CONSULTANTS LLC

Municipalpoliceconsultants.com 303-886-8380

Based in Colorado Providing Nationwide Services

Management Audits, Leadership Training, Personnel Investigations, Command Assessment Centers

Proven Community Outreach Programs Based on 50 Years of Law Enforcement Experience

Summer Youth Police Academy

Police Athletic League – Girls on the Run

Officers Serving at Coffee Orders at the Dive-up Window at Fast Food Restaurants

Serving on County Social Service Boards

Partnering with Minority Community Events

Nursing Home Visits – Meals on Wheels

Food gifts to Seniors During Holiday Season

Coupons for free admission to Recreation Centers for “Kids Caught Doing Good Things”

Officers Adopting an Elementary School

Partnering with Big Brother/Big Sister Programs, or Boys and Girls Club

Public Safety Day for Kids

Participating with National Child Safety Council
 Canned Food Drives
 Using JAG Grants and COPS Grants for Funding
 Participating with National Night Out
 Chess Club for Kids
 Bike Giveaways for Deserving Youth
 Coffee With a Cop
 Guest Server at a Restaurant for Special Olympics
 Amusement Park Visits
 Red Ribbon Week
 Chief for a Day
 Restorative Justice Programs
 Citizen Police Academies (separate academies for Adults, Teenagers, Spanish Speakers)
 Backpack Giveaway Programs
 Shop with a Cop
 Safety Town for Kids
 Women's Self Defense Programs
 Fishing with the Police
 DARE and GREAT Programs
 Partnering with Religious Institutions for Safety Training and Security Surveys
 Bike Rodeos
 Developed by Chief Paul D. Schultz (retired) – Municipal Police Consultants LLC – 303-886-8380

PRESIDENT'S TASK FORCE ON 21ST CENTURY POLICING

Building Trust and Legitimacy
 Policy and Oversight
 Technology and Social Media
 Community Policing and Crime Reduction
 Training and Education
 Officer Wellness and Safety
 Critical Issues in Policing
 Don't Be Afraid to Apologize
 Create and Enforce a Duty to Intervene
 Be Open to Hearing People's Negative Experiences with The Police
 Understand the Roots of Misconduct
 Reach Out to Local Business Owners Who Know Their Customers
 Encourage Officers to Mentor Youths
 Encourage Officers to Volunteer in The Community
 Measure Officers' Performance in Building Relationships
 Police Must Acknowledge That Mistrust Is Legitimate
 Strive for Diversity in Police Community Panels
 Works for Mutual Respect

Police Should Approach Community Members, Not Wait to Be Approached
 Tear Down Stereotypes by Engaging in Youth
 Take Action Immediately When You See That Something Is Wrong
 Acknowledge Mistakes
 Include Community Members in Recruiting and Hiring
 Reach Out To Each Other During Non-Stressful Times
 Recognize That Young Officers and Community Leaders Face Big Challenges

Focus Points:

Improving Officer Safety
 Management and Leadership Are Both Critical for Success
 Continued Improvement Liability Reduction
 Employee Satisfaction
 Improving Community Service
 Developing and Maintaining an Ethical Environment
 Succession Planning

TRAITS FOR SUCCESSFUL LAW ENFORCEMENT LEADERSHIP

Global Perspective

Creativity

Innovative and Adaptive

The Ability to Work with Diverse Groups Strong

Oral and Written Communication

Mastering Technology Trends

The Ability to Manage Change

Understand Research Methods

Incorporate Strategy, Culture, and Political Influences

A Realization that National Trends can Occur Anywhere

Facilitate Teamwork

Problem Solving

Develop Mutual Respect with Trust with Employees and Citizens with a Customer Orientation

The Ability to Improve Systems

Be a facilitator, Coach, and Mentor

Be Well Educated and Well Trained in Management and Leadership

21st CENTURY LEADERSHIP MISTAKES IN SMALL LAW ENFORCEMENT AGENICES

Not Acting Professional

Engaging in Misconduct/Allowing Misconduct

Not Receiving Honest Feedback

Not Growing as a Professional — Not Engaging in Lifelong Learning

Not Willing to Admit Agency and Personal Mistakes

Not Placing your Family First

Being Gone from Work Too Often

Spending Too Much Time in your Office

Creating an Environment of Fear and Mistrust

Not Developing Systems to Receive Input from All Members of The Department

Not Spending Equal Time with Your Entire Staff

Not Having Multiple Means of Communications

Allowing Problem Employee to Taint Your Vision of The Department

Not Being Able to Properly Motivate Your Personnel

Not Learning About Your Personnel and Their Families

Not Recognizing Excellent Performance in A Fair and Appropriate Manner

Not Being Tolerant Of "Reasonable" Errors in The Workplace; Being Too IA Oriented

Failing to Develop Your Personnel and Failing to Engage in Succession Planning

Not Staying Involved with Your Department, Government, Community and Professional Associations

Not Being Innovative in Approaches to Community, Crime and Personnel Issues

Not Maintaining a Focus on Safety Issues

Not Developing a Vision for The Future and preparing For It

Not Supporting your Personnel When They Are Right

TRANSFORMING UNDERPERFORMING POLICE AGENCIES INTO HIGH PERFORMANCE ORGANIZATIONS

Similarities exist today in many underperforming police departments that are in need of being re-energized. These agencies are often well meaning with an excellent staff but may have had perhaps a leadership challenge in the form of a Chief of Police not being successful. Or a Chief of Police who retired while still on duty or series of issues that has cause morale to plummet, this section will address how to be a successful change agent - not only addressing how to revitalize a troubled small agency but also highlighting several programs that have to be Successful in transforming underperforming small agencies into high performance organizations.

Commonalities in Underperforming Agencies

- Poor Morale Throughout the Organization — an attitude of malaise is very evident at every level in the department — Often employees are just going through the motions without any enthusiasm.
- Lack of Esprit de Corps — A lack of pride in one's workmanship prevalent— doing below average work is acceptable.
- A lack of Accountability — Just doing the minimum or less than the minimum with no consequences — performance evaluations are often meaningless — mistakes are accepted without review.
- An ineffective training program — A well thought out training program does not exist — there is no cohesive training that coordinates recruit training and in-service training — there is a lack of advanced leadership training — Department executives are either not well trained or received leadership training a long time ago.
- Technology is at a basic level and often outdated.
- Crime Analysis is either very basis or does not exist.
- IA's overly harsh and secretive internal affairs policy
- Employees are fearful of the former Chief and are overly concerned with the Chiefs success.
- There is disconnect between the department and the political leaders in the community.
- Community policing is just a term — and is not truly embraced.
- There is very little that distinguishes the agency from its peers.
- A lack of professional accomplishments for individual agency members and the agency itself.
- A lack luster recruitment program with a reduced applicant pool.
- Often a poor relationship or no relationship with the media.

Assessing the Department

How do you know if your department is underperforming or if you are the new Chief how do you ascertain the current state of the Department?

There are several formal and informal methods to determine what state the agency is in. Employee meetings, internal surveys and small group meetings are the usual method. Meeting with formal and informal agency leaders for input is critical as well. Meeting with political and Community leaders will also provide a snapshot of how the agency is perceived. Recent newspaper articles can be insightful as well. Having discussions with the employee association and/or union representatives will also be revealing. Meetings with your law enforcement peers can be very helpful. A new Chief who does not establish and maintain positive peer relationships is clearly headed in the wrong direction.

One of the best ways to assess what is ready to happen or has happened in the organization falls into two categories - One is to have individual meetings with every department employee and take careful notes. Do you see common themes emerging? Do you see common frustrations and common suggestions for improvement? The other is observation, when you walk the halls of your department do you see happy, cheerful, engaged employees who are willing to talk with the Chief of Police? Or do you see employees whispering, acting fearful and distant? These are signs that should not be disregarded.

Making Positive Changes that Will Last and Transform the Agency

After your assessment is completed the making of a realistic improvement plan is critical. The entire supervisory staff as well as employees at every level in the organization should have input in the new direction the department is taking. After discussion there should be a written plan that is disseminated to every department employee. A clear expectation should be communicated to all employees that we are now going to be the best we can be or perhaps the best in the region or the state, now is the time to set a goal that everyone can strive for. Setting the tone that average is no longer the standard, and that "Excellence through Teamwork" is the new standard is very appropriate.

Positive leadership is essential at all times but is critical at the beginning of your administration and in the transformation of your agency into becoming a high performance organization. Being visible throughout the agency and the community, leading by example, being fair and reasonable and demonstrating a strong work ethic are all hallmarks of a positive leader. Advising all employees that there is now a clean personnel slate for everyone allows all employees a new starting point and will work towards transforming even the most recalcitrant department members into realizing that they have a new opportunity to succeed. The message that all are welcome aboard the new journey but only their best work will be allowed is important. Advising employees that they will have a voice in the future of the organization will prevent the attitude of not being allowed to be involved from festering. A shared leadership approach with monthly employee representative and management

meetings allows for more input and the prevention of problems before they occur. These meetings are also a way to ensure positive morale within the department — employees should have a say how the agency is run.

Specific Changes to Develop a High Performance Organization

A realization in the Department that Community Policing will be the agency method of policing is essential. Also, that the of Community Policing will be re-evaluated with new models being explored is also important. Among these new Community Policing concepts should be the idea or reintroducing foot patrol and reconnecting with the community. Foot patrol has been well received virtually everywhere it has been instituted. Assigning graduates of the FTO program to a two week foot patrol assignment is but one way to increase foot patrol in your community.

Low cost Crime analysis using college interns and commercially available crime analysis software is one way to improve the capabilities of the department. Using college interns is free, effective, and immediately sets up a partnership opportunity between the department and the college. This can be very valuable later on as a recruiting strategy. The utilization of crime analysis to develop a directed patrol program will also assist in reducing the crime rate which is certainly one way to measure organizational effectiveness.

A focus on crime prevention is another way to reduce crime and improve how the organization is perceived in the community. This may mean acquiring a new position or reassigning a department member to this function, but the dividends will be seen for years.

A thorough assessment of technology needs to occur. If the acquisition of technology has not been a priority, then this effort needs to be immediately improved. Technology as a force multiplier is a well-known theory. If money for technology is difficult to obtain then grants, being a test and evaluation site and sharing of technology with other departments should be explored. Having the right technological tools will set your agency apart from others.

Training is often referred to as the road to success. A law enforcement agency in the 21st century must be well trained. A complete training program should be developed that professionally addresses recruit training, FTO training, in-service training, roll call training, supervisory training, and leadership training. There are many free and reduced cost law enforcement training programs available. What is often lacking is a concerted effort to take advantage of these trainings and a well thought out plan of what is needed. One goal that should be achievable is to have the entire supervisory staff receive the latest leadership training within a three year time frame. Another realistic goal is to make your department a regional training center. This will increase your agencies reputation for professionalism.

The ability to obtain grants is certainly a way to improve and maximize resources. Often times an underperforming agency will be weak in the area of grant acquisition and grant

management. A well-defined and active grant program can make a tremendous difference in a small law enforcement agency.

Recruitment of qualified personnel is absolutely critical to future success. Hiring the right people is certainly a key to success, where to recruit, what traits a successful recruit will have and how to retain him/her are all challenges for any law enforcement agency. However, significant thought should be given to fit and retention. Will this recruit fit into what the Chiefs vision is of the future of this law enforcement agency and will they stay. Continual turnover in personnel is a major problem for most small agencies. Hiring the person with the highest test scores who only stays with your department two years or less may not have been the best choice.

Practical improvements to your existing FTO program is another way to further develop your personnel and train them to lead your agency towards a successful transformation. Whatever FTO model you are currently using do you have the ability to provide training to new recruits in public speaking. effective problem solving. how to effectively deal with difficult people and ethics. The mastery of these everyday skills by all employees is critical to the success of your department.

The effective management of the media is an area that must be addressed. The Chiefs ability to work effectively with the media is critical. A mutually respectful and mutually beneficial relationship should be developed between the media and the department. This will allow each side to get their message out to the public.

Professional relationships need to be developed and maintained with political leaders. Their requests for information should be a priority for the Chief to accomplish. Keeping political leaders informed of both positive and negative events is equally important. No one likes surprises — least of which would include politicians. They must be kept informed in a timely manner. If these relationships are positive, they will often be your agencies best cheerleaders.

Build a lasting legacy for your agency. Develop your personnel, create a succession plan, and leave the agency in a much better state than when you took it over are all keys to building a lasting legacy and transforming an agency to becoming a high performance organization. All leaders have a defined time frame to build and transform their department into a state of the art agency and then they must turn it over to the next Chief. During this time are you planning for the future, are you acquiring the building blocks to success and are you maximizing the potential of your people. Hopefully you are setting your people up to succeed and not to fail and when they do fail, do you study the failure, so it won't occur again or are you quick to punish. An overly harsh and/or secretive internal affairs system only promotes distrust not accountability and inhibits long term positive change.

Hopefully you are working well with your peer agencies but at the same time attempting to distinguish yourself from your peers through innovative community programs and employee development. I am a believer in attempting to obtain recognition for your agency through

accreditation, department awards and community recognition. Celebrating and acknowledging success is a definitive way to enhance the public perception of your agency. Leading the way with innovation, research and publishing of your results only enhances the agencies standing both in the community and in our field.

Demanding only the best that employees can offer ensures that there will always be a high level of pride from all members of the department, and this sets the stage for future successes. Being a demanding boss is not a bad thing — it's a smart thing.

EARLY WARNING SYSTEM

The Early Warning System is Designed to:

- Assist the department in identifying individual and collective employee patterns of misconduct
- Be a tool to reduce misconduct
- Reduce department liability
- Identify training needs

Semi-Annual Evaluation by Professional Standards Unit

- 18 categories of data
- Takes less than 2 hours every 6 months
- Report is generated by Professional Standards Unit Commander to the Commander of the subject employee
- Chief of Police also receives a copy of the report
- Supervisor of the subject employee receives a copy of the report

Supervisor Actions Upon Receipt of Report

- Meet with the employee and provide (if needed)
 - Additional guidance
 - Additional supervision
 - Counseling (internal)
 - Counseling (external)
- May be part of a fitness for duty evaluation in severe cases

Allegations of Misconduct

- Number of internal affairs complaints and type/severity
- Is there a pattern; is further investigation warranted
- Number of sustained complaints
- Includes incidents of misconduct off-duty

Categories of Review

Use of Force

- Is the number of use of force incidents high as compared to other members of the officer's shift
- Year to year comparison
- Analyze type of force being used

Categories of Review

Preventable Vehicle Accidents

- Number of preventable vehicle accidents
- Seriousness of preventable vehicle accidents
- Type of violation causing the accident
- Scope of remedial training attended

Categories of Review

Civil Litigation

- Number and type of lawsuits
- Findings in recent lawsuits
- Media attention surrounding lawsuits

Categories of Review

Notices of Intent to Sue

- Number and type of letters of intent to sue
- Findings in other recent litigation
- Media attention surrounding these types of incidents

Categories of Review Abuse of Sick Leave

- Number of sick days
- Number of sick days taken in conjunction with regular days off
- Types of illness
- Balance of sick hours

Categories of Review

Habitual Tardiness

- Number of times tardy
- Reasons for tardiness
- Number of times informally counseled for tardiness

Categories of Review

On-Going Poor Performance

- Nature of poor performance
- Severity of poor performance
- Attitude issues
- Is there a performance plan in place

Categories of Review

Inability to work with others

- Nature of complaints
- Type of attitude displayed (i.e. openly hostile)
- Fitness for duty considerations

Categories of Review

Unusual Behavior

- Taking unnecessary risks
- Endangering co-workers or self
- Inappropriate verbalization or conduct
- Not necessarily inappropriate behavior but out of character behavior

Categories of Review

Injured Time

- Excessive number of injured on-duty events
- Injured during what kind of events
- Type of injuries (i.e., hard to detect that could lead to a medical disability)

Categories of Review

Discretionary Arrests

- A high number of “contempt of cop” arrests
- A high number of “resisting arrest” cases
- Allegations of “gratuitous” remarks

Categories of Review

Incidents of Workplace Violence

- Review of workplace violence incidents involving the subject officer
- Review should include all unusual behavior at work involving the subject officer

Categories of Review

Being Subject of Criminal Investigation

- Review any criminal investigations the subject officer has been involved in as a suspect, witness or victim
- As a suspect in a criminal investigation, reassignment away from operations or placement on paid Administration Leave may be appropriate
- If an officer is arrested:
 - For a felony, suspend without pay
 - For a misdemeanor, suspend with pay or reassign depending on the charge(s)

Category of Review

Garnishment of Wages

- Review of the circumstances of the garnishment
- Review of the officer's assignment should also occur (i.e., should a narcotics detective stay in the assignment if his/her wages are being garnished)

Categories of Review

Restraining Orders

- Review of the circumstances surrounding the issuance of a restraining order
- Being the subject of a restraining order may result in a transfer to an assignment that does not require a weapon

Categories of Review

Prisoner Problems, Reports, Complaints

- Investigate thoroughly
- Ensure policy was followed

Categories of Review

Traffic and Pedestrian Stop Data

- Review if there is a suspicion of unusual behavior
- Review on an as needed basis
- Look for patterns that fit complaint(s)

Goal of Early Warning System

- Correct current problems with identified employees
- Eliminate future problems with identified employees

QUESTIONS ?

For additional information please contact:

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