

AGENDA

TOWN OF DOLORES COLORADO

BOARD OF TRUSTEES MEETING/WORKSHOP

JANUARY 22ND 2024, WORKSHOP/MEETING 5:30 P.M.

THE MEETING WILL BE HELD AT TOWN HALL 420 CENTRAL AVENUE.

IF YOU WISH TO ATTEND VIRTUALLY, PLEASE VISIT THE TOWN WEBSITE UNDER GOVERNMENT TOWN BOARD MEETING FOR THE ZOOM LINK

<https://townofdolores.colorado.gov>

WORKSHOP: 5:30 p.m.:

- 1. Community Center: Plans for management**
- 2. Festivals moved to Joe Rowell Park i.e., Escalante Days, and other events taken place at Joe Rowell Park.**

BOARD MEETING:

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL:

4. ACTION/APPROVAL OF THE AGENDA

5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.

6. CITIZENS TO ADDRESS THE BOARD: This is an opportunity for Citizens to address the Board at this time or during a Public Hearing. Each Person will have 5 minutes. The Town Board encourages public comment by the following sources: Live at the Town Hall, virtually via ZOOM (see the Town Website for the link), or by submitting your comments, via email, to the Town Clerk at tammy@townofdolores.com any time before the dated Board meeting.

7. CONSENT AGENDA: *No consent items were submitted for this meeting.*

8. BOARD MEMBERS COMMENTS AND REPORTS: (5 minutes only)

- Sheila Wheeler
- Duvall "Val" Truelsen
- Andy Lewis
- Mark Youngquist
- Chris Holkestad
- Kalin Grigg

9. STAFF REPORTS/PRESENTATIONS:

9.1 Manager Paul Ruud:

9.2 Attorney Jon Kelly:

9.3 Treasurer Heather Robertson:

10. ADMINISTRATIVE BOARD BUSINESS:

10.1 Discussion/Possible Action: Update on the Dolores Community Center transfer. Resolution R574, agenda item 11.2.

10.2 Discussion/Possible Action: Appoint an interested person to fill the vacancy on the Town Board. Resolution R575, item 11.3 on the agenda. Letters of interest submitted:

A. Chris Curry

B. Michael Sawyer

C. Marie Roan

11. ACTION/APPROVAL: PUBLIC HEARINGS, ORDINANCES/RESOLUTIONS:

11.1 Action/Approval Public Hearing: Second and final reading of **Ordinance 569 Series 2024** amending Title 12 of the Dolores Municipal Code to regulate the Dolores Community Center Property.

11.2 Action/Approval Resolution R574 Series 2024, authorizing the closing of the purchase of 400 Riverside (Community Center), Dolores Colorado.

11.3 Action/Approval Resolution R575 Series 2024, filling the vacancy of Board Trustee for the Town of Dolores.

11.4 Action/Approval Resolution R676 Series 2024, approving the IGA participating Local Governments and authorizing the Mayor to execute the amended agreement on behalf of the Town.

11.5 Action/Approval Resolution R577 Series 2024, adopting a fee schedule, approving the form of a contract, and establishing initial policies concerning the Dolores Community Center.

12. EXECUTIVE SESSION: Discussion of personnel matter pursuant to 24-6-402(4)(f)(I), CRS

13. FUTURE AGENDAS:

- **P&Z meeting:** February 6th, 2024
- **Parks meeting:** February 8th, 2024
- **Board meetings:** February 12th, 2024

14. ADJOURNMENT



Manager's Report Dolores Colorado

To: Mayor and Trustees
From: Paul Ruud, Dolores Town Manager
Date: January 22, 2024
Re: Trustees Meeting

January 22 Town Board Meeting Manager Updates:

Trustees Meeting: Resolutions for: Community Center
 Town Board Vacancy
 Mutual Aid Agreement

Manager Items: Region 9 Board of Director opening.
 Update on CDOT Spring 2024 installation of Behavioral Feedback Speed Signs.
 Planning and Zoning Report to the Trustees.
 Update on Manager Ruud's Improvement Plan progress.

Report to the Board of Trustees on the
Planning & Zoning Commission meeting held
January 9, 2024

Highlights from the January 9, 2024 P&Z meeting that generated discussions of potential interest to the Board

Agenda Item/Description		Discussion
8	Appointment of offices	<ul style="list-style-type: none"> • Chair: Linda Robinson • Vice chair: Dan Heeney • Secretary: Shirley Powell <p>The secretary will take on responsibility from the Chair for preparing a brief report for the Mayor and Board of items discussed at the meeting and for identifying agenda items for the next P&Z meeting. The Commissioners agreed that this report would not be a comprehensive summary of the meeting nor would it replace the minutes being prepared by the Assistant Town Clerk. The report will focus on agenda items generating discussion, that likely would be continued on the agenda of the subsequent P&Z meeting.</p>
11.1	Section 13.23 of the Land Use Code, 13.23 B.(c) Applicability	<ul style="list-style-type: none"> • The Commissioners and staff discussed the consistency of definitions used in the Land Use Code and the building code. • Attorney Kelly discussed possible actions that the Town could take (or not) in response to proposed construction activities – after which the new LUC regulations for parking and landscaping would be triggered. <ol style="list-style-type: none"> 1. Do nothing 2. Change the current 10% trigger 3. Move towards a “substantial improvement” trigger along the lines of the one used by FEMA <p>The group also discussed the possibility of using a change in the substrate of commercial parking areas as a trigger for the parking-lot-landscaping guidelines in the LUC.</p>
11.2	Additional topics of interest to the Commissioners	<ul style="list-style-type: none"> • The Commissioners discussed the advisability of shifting their focus their efforts from the Comp Plan to “sub-plans” that could be incorporated, by reference, into the Comp Plan. • Weed Management Plan: Commissioner Tucker will work at getting a copy of the County’s “weed map,” and gather more information on their weed-management efforts. • Watershed Management Plan: Manager Ruud will contact the Mancos Water Conservancy District to learn more about their plan, including potential funding for such plans. • The Historic Preservation Plan was given a lower priority based on lack of Commission and Staff capacity and perceived need.
12	Agenda items for February P&Z meeting	<ul style="list-style-type: none"> • The consistency of definitions used in the Land Use Code and the building code • Conditions under which the new LUC regulations for commercial parking and landscaping would be triggered • Weed Management Plan • Watershed Management Plan

DOLORES COMMUNITY CENTER

Contract Agreement

I agree to the following conditions:

- A. All contracts for the use of the Dolores Community Center must be signed and fees paid 14 days prior to use. If the event is cancelled for any reason between 5 and 10 days prior to use, 25% of the monies shall be charged to cover the cost of handling, inconvenience, and the unavailability of the facility to others before any refunds are made. Any cancellations between 1 and 4 days prior to use will be charged 50%, and any cancellations within 24 hours of event will be charged 75%.
- B. I hereby understand I will be responsible for the cleaning of the facility (unless I have chosen a package in which cleaning is included) and for damages as a result of the activity and that a charge will be taken from the deposit fee (if required) to cover additional cleanup and damage. If I have not paid a deposit, or the cost of cleaning or damages is more than the collected deposit, I understand that I will be liable and will be made to pay for any additional cleaning and damages.
- C. Alcoholic beverages may be served at private parties. If the event is open to the public, the user must have approval from the Dolores Community Center Board of Directors and must have an approved Colorado Liquor License (obtained by application with the Town of Dolores). The License must be displayed at the event. Alcoholic beverages are not allowed outside the building unless permitted by your State Liquor License.
- D. Renter must disclose any food/beverage/entertainment services, such as catering, DJ, etc., at least 14 calendar days prior to contracted rental date. All commercial activities shall require a business license and sales tax license. A certificate of liability insurance is required for all commercial renters and public events consisting of 50 or more guests which must be on file with the Community Center at least 14 calendar days prior to contracted rental date for all catering, entertainment, and support staff. ATTACHMENT: LIABILITY INSURANCE REQUIREMENTS
- E. All events must end by midnight unless prior approval has been given by the Dolores Community Center Board of Directors. No alcohol may be served after midnight.
- F. This use and fee schedule is subject to revisions but in no way will affect events already scheduled and paid for. I understand that if over 75 people are attending the event, I must choose a package deal that includes cleaning and setup.

RULES AND REGULATIONS

Renter must be present at all times during the event. No smoking or pets are permitted inside the Community Center.

Renter is not allowed to rent the Community Center to a third party.

Renter understands that he/she is responsible for the conduct and behavior of all guests attending this function. All posted and published community policy rules must be observed. It is the duty of the Renter to make sure all guests abide by the rules.

Noise from music and activities at the Community Center during this time must not be audible from the exterior of the building or otherwise interfere with other events that may be taking place at the Community Center or with residents living in this area.

The Community Center furnishings, equipment, dinnerware, facilities and general areas including the hallways, entrances, and surrounding areas of the Community Center, and any other areas that are used during this event, are to be returned to Owner in the same clean and undamaged condition as given on the date of rental. Renter must provide cleaning supplies and trash bags, and all trash must be bagged and placed into appropriate receptacles.

All items must be returned to Owner in their original places. Renters may NOT rearrange the furniture without consent of the Owner. Nothing may be adhered to or attached to the walls (no staples, tacks, etc.) Audio/video equipment may not be attached to any televisions in the facility without prior approval from owner.

DOLORES COMMUNITY CENTER

RELEASE, INDEMNITY AND DAMAGES

No attendee of this event will hold Owner, _____ or its affiliates, or any of their officers, members, employees or agents ("Representatives") responsible for any damages, accidents, injuries or actions resulting from or otherwise in connection with this rental agreement. None of Owner _____ any of their affiliates, or any of their Representatives shall be responsible for any items lost or stolen during this event. Renter shall defend, indemnify, protect and hold harmless Owner, and any of their affiliates, or any of their Representatives (collectively, the "Indemnified Parties") from and against any and all suits, actions, damages, claims, expenses, losses, costs, demands, fines, liens, judgments or liability imposed by law of whatsoever kind (including without limitation legal fees) arising from, out of, or in connection with the activities resulting from or in connection with the event. This indemnification shall apply whether or not such claims are based upon any alleged active or passive negligence or wrongful participation of the part of any of the Indemnified Parties.

Renter hereby agrees to pay for any damages, replacements, or cleaning fees incurred, and understands that any unpaid charges may be sought through legal means against the Renter.

_____ I, the undersigned, agree _____ to save and hold harmless the Town of Dolores its officers and employee from any and all claims and demands arising out of the use of the premises, and will defend any cause action brought to enforce any such claims or demands against the Town of Dolores, its officers and employees.

Date confirmed: _____ Times Confirmed: _____

Room confirmed: _____ Number of expected guests: _____

_____ Usage / Package Fees

_____ Equipment Fees

_____ Other Fees

_____ Subtotal

_____ Discount (only 1 may be applicable): Non-profit, Benefit, Regular user (10 or more times annually)

_____ Damage / Cleaning Deposit (refundable) _____ Total Due

Contract is not in effect until signed by the Town of Dolores Representative and full payment received.

Signature of Responsible Party

Printed Name

Today's Date

Signature of Town of Dolores Representative

Today's Date

THIS IS A BINDING CONTRACT. BY SIGNING THIS AGREEMENT, THE ABOVE SIGNED REPRESENTS THAT HE/SHE HAS READ THE TERMS AND CONDITIONS HEREUNDER IN FULL AND UNDERSTANDS AND AGREES TO COMPLY THEREIN ALL RESPECTS

DOLORES COMMUNITY CENTER

ATTACHMENT: LIABILITY INSURANCE REQUIREMENTS

These requirements are mandated by the Town of Dolores

Prior to the execution of the contract by the Town, the User must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Colorado evidenced by a certificate of insurance and/or copies of the insurance policies. The User's insurance shall be primary.

The User must submit a certificate of insurance prior to the start of any event. In no event may the insurance coverage be less than shown below. Unless otherwise described by this contract the successful User will be required to maintain for the life of the contract and to furnish the Town evidence of insurance as follows:

Mandatory Requirements

for Insurance User's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the Town, shall be excess of the User's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employer's liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,0000 each employee	Waiver of Subrogation
3. Commercial General Liability a. Bodily injury b. Property damage c. Contractual liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$100,000	Town to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.

TOWN OF DOLORES
RESOLUTION NO. R577
SERIES 2024

**A RESOLUTION ADOPTING A FEE SCHEDULE, APPROVING THE FORM OF A CONTRACT AND
ESTABLISHING INITIAL POLICIES CONCERNING THE DOLORES COMMUNITY CENTER**

WHEREAS, the Town of Dolores, Colorado is a statutory town incorporated under the laws of the state of Colorado;

WHEREAS the Board of Trustees is authorized pursuant to Colorado law to enter into agreements in order to acquire real property and land as may be necessary, or suitable for the public interest.

WHEREAS the Town of Dolores intends to close the purchase of the Dolores Community Center at 400 Riverside in Dolores, Colorado on February 8, 2024, from the Dolores Community Center Association.

WHEREAS the Board of Trustees adopt this resolution to appropriate funds, establish a fee schedule for the use of the Dolores Community Center by the public and establish certain initial policies as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES as follows:

1. The Board of Trustees ratifies all standing reservations and contracts for use of the Community Center in effect as of the date of closing on February 8, 2024, duly executed by the Dolores Community Center Association, Inc..
2. The Board of Trustees authorizes the Town of Dolores and the Town Treasurer to accept the balance of the funds to be transferred from the Dolores Community Center Association, Inc. pursuant to the purchase contract, which shall be deposited into the Town's general fund and used for the maintenance, operation, and upkeep of the property.
3. The Board of Trustees authorizes and directs the Town Manager and staff to manage the Dolores Community Center in accordance with the purposes set forth in the Municipal Code, to enter into contracts for reservation and use of the Community Center with members of the public, to delegate such tasks to town employees and independent contractors as may be necessary to carry out these functions, and to develop and enforce policies and protocols for the use of the facility.
4. The Board of Trustees approves and adopts the fee schedule attached hereto as Exhibit A for the use of the Community Center.
5. The Board of Trustees approve the contract attached hereto as Exhibit B for use the by Town when renting the Community Center, the form of which may be modified by the Town Manager in consultation with the Town Attorney from time to time.

6. The Board of Trustees directs that all revenue generated from the use of the Dolores Community Center shall be designated for the operation, improvement, maintenance, and upkeep of the facility.
7. The Board of Trustees appropriates and/or allocates the funds necessary to pay the operation, maintenance and improvement of the Dolores Community Center in an amount not to exceed \$_____ from the general fund and authorizes the expenditure of the same. Said amount may be expended to pay Town Staff and/or independent contractors.

INTRODUCED, READ AND PASSED AS A RESOLUTION AT THE SPECIAL MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES HELD ON JANUARY 22, 2024, AT WHICH A QUORUM WAS PRESENT.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Pro Tem Chris Holkestad

Attest: _____, Town Clerk Tammy Neely

EXHIBIT A

Fee Schedule

For events of 75 people and under:	Full Facility	South Room	Meeting Room	Kitchen Only
By the hour	60	40	20	25
Half-day	150	100	40	40
Full-day	300	200	80	60
Refundable Deposit	200	100	0	100
LCD projector	25	25	25	NA
Stage	\$30/\$50	\$30/\$50	NA	NA

For events of over 75 people:	Platinum Package \$950	Gold Package \$750	Silver Package \$600	Bronze Package \$450
Full Facility	3 Day	2.5 Day	2 Day	1 Day
(services included to be determined by staff policy)				
Refundable Deposit	200	200	200	200

EXHIBIT B

Sample Contract see attached

DOLORES COMMUNITY CENTER

Cleaning Checklist

When using the Community Center, we will provide some items in limited quantities for your usage, but you may want to bring more of the following depending on your event:

- ** Paper Towels**
- ** Kitchen Towels / Dish Towels / Pot Holders**
- ** Coffee / Cups / Cream & Sugar**

Your responsibility upon conclusion of your event when renting the Community Center:

- **Clean any dishes used**
- **Turn off all lights**
- **Secure the building by locking all doors and windows**
- **Clean the facility, unless a cleaning package was purchased.**

If a cleaning package is purchased, to prevent any additional cleaning fees we recommend not leaving large amounts of trash scattered about and assigning someone to do an inspection of the facility prior to vacating the premises. The cleaning package does not cover any dishes used, which must be cleaned and put back where they were taken from.

If no cleaning package was purchased, below are the cleaning requirements necessary for a return of any cleaning deposits. It is important that if you will not be present at the time the event ends that a representative is there on your behalf to ensure that the following items are handled properly.

Do not move any tables, chairs or equipment into or out of the storeroom until properly trained in the correct handling and storage techniques. Any damage to the floor or equipment by dragging/dropping items will be taken from your deposit. Depending on the event, upon conclusion you may be asked to leave tables and chairs in place.

Cleaning Checklist:

- ☐ Tables and chairs must be wiped down
- ☐ Tables and chairs put back into storage. Required? ____ Yes ____ No
- ☐ Any spills / sticky areas need to be mopped up
- ☐ Any dishes must be washed and put back in the appropriate cupboards
- ☐ Kitchen counters must be sprayed and wiped down and sinks rinsed out
- ☐ Any appliances used must be cleaned properly
 - ☐ Microwave wiped down both inside and out
 - ☐ Fridge wiped down from any spills
 - ☐ Stove must be scrubbed, grill must be cleaned using the cleaning stones
- ☐ Bathrooms should be given a general cleaning, with a spray and wipe down of the counters, trash removed, and any large spills or messes cleaned.
- ☐ Cleaning of the outdoor and outer perimeter areas of the center, if it was used by any guests. Check for cigarettes, trash, dishes, spills.
- ☐ Trash must be taken out to the dumpster.
- ☐ Cleaning supplies must be put back in the cupboard.

I have read and understand the requirements for securing and cleaning of the facility. If I cannot be present during the cleaning and closing up process, I will assign a person who will be tasked to complete the checklist above as necessary.

Signature of Responsible Party: _____ Date: _____

DOLORES COMMUNITY CENTER

*Internal checklist for deposit return
(completed by Community Center Manager)*

Deposit Refund Checklist:

- ☐ Yes ☐ No Were dishes cleaned and put away?
- ☐ Yes ☐ No Were tables and chairs cleaned and put away if applicable?
- ☐ Yes ☐ No Was kitchen cleaned properly?
- ☐ Yes ☐ No Are floors clean of spills and sticky areas?
- ☐ Yes ☐ No Was bathroom cleaned properly?
- ☐ Yes ☐ No Was trash taken out?
- ☐ Yes ☐ No Were cleaning supplies put back?
- ☐ Yes ☐ No Was there any damage to the facilities or equipment? If so, please describe:

- ☐ Yes ☐ No Any other damage / cleaning concerns? If so, please describe:

Deposit Resolution:

☐ Deposit will be returned in full.

☐ The facility was either not cleaned or there was damage as described above. The following charges will apply:

Signature of DCCA Representative: _____

Date: _____

DOLORES COMMUNITY CENTER

Application for use

Name of Organization or Individual: _____

Address: _____

Phone: _____ Alternate Phone: _____

Email address: _____ Estimated Number of People: _____

Purpose of Event: _____

Will alcoholic beverages be served or sold? ____ Yes ____ No

Is the event being held as a benefit for an individual? ____ Yes ____ No

Are you a Colorado registered Non-profit? ____ Yes ____ No If yes, Non-profit Tax ID: _____

Meeting space requested: _____ Time requested: _____

~~2020~~

Fee Schedule:

For events 75 people and under:	Full Facility	South Room	Meeting Room	Kitchen Only
By the hour	\$60.00	\$40.00	\$20.00	\$25.00
Half-day	\$150.00	\$100.00	\$40.00	\$40.00
Full day	\$300.00	\$200.00	\$80.00	\$60.00
Deposit (refundable)	\$200.00 <i>1 day</i>	\$100.00	\$0.00	\$100.00
LCD projector	\$25/day	\$25/day	\$25/day	N/A
Stage	\$30 self setup \$50 we setup	\$30 self setup \$50 we setup	N/A	N/A

For events over 75 people:	Platinum Package \$950.00	Gold Package \$750.00	Silver Package \$600.00	Bronze Package \$450.00
Full Facility Rental	3 Day	2 1/2 Day	2 Day	1 Day
Usage and setup of outdoor areas	X	X	X	
Event consultation on setup, usage of equipment	X	X	X	X
Full kitchen usage, including appliances and dishes	X	X	X	X
Usage of LCD Projector & screens	X	X		
Usage of Microphone and Sound Systems	X	X	X	X
Set-up & take down of tables & chairs	X	X	X	X
Set-up and take down of stage	X			
Full clean up at end (except dishes)	X	X	X	X
Deposit (refundable)	\$200.00	\$200.00	\$200.00	\$200.00

DOLORES COMMUNITY CENTER

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- B. I hereby understand I will be responsible for the cleaning of the facility (unless I have chosen a package in which cleaning is included) and for damages as a result of the activity and that a charge will be taken from the deposit fee (if required) to cover additional cleanup and damage. If I have not paid a deposit, or the cost of cleaning or damages is more than the collected deposit, I understand that I will be liable and will be made to pay for any additional cleaning and damages.
- C. Alcoholic beverages may be served at private parties. If the event is open to the public, the user must have approval from the Dolores Community Center Board of Directors and must have an approved Colorado Liquor License (obtained by application with the Town of Dolores). The License must be displayed at the event. Alcoholic beverages are not allowed outside the building unless permitted by your State Liquor License.
- D. All events must end by midnight unless prior approval has been given by the Dolores Community Center Board of Directors. No alcohol may be served after midnight.
- E. This use and fee schedule is subject to revisions but in no way will affect events already scheduled and paid for. I understand that if over 75 people are attending the event, I must choose a package deal that includes cleaning and setup.
- F. I, the undersigned, agree to save and hold harmless the Dolores Community Center Association and the Board of Directors from any and all claims and demands arising out of the use of the premises, and will defend any cause action brought to enforce any such claims or demands against the Dolores Community Center Association and Board of Directors.

Date confirmed: _____ Times confirmed: _____
Room confirmed: _____ Number of expected guests: _____

_____ Usage / Package Fees
_____ Equipment Fees
_____ Other Fees
_____ Subtotal
_____ Discount (only 1 may be applicable): Non-profit, Benefit, Regular user (10 or more times annually)
_____ Damage / Cleaning Deposit (refundable)
_____ Total Due

Contract is not in effect until signed by the Dolores Community Center Association Representative and full payment received.

Signature of Responsible Party

Printed Name

Today's Date

Signature of DCCA Representative

Today's Date

Christopher Curry
310 Riverside Ave.
Dolores CO, 81323

To whom it may concern,

I am writing to express interest in filling in as appointed trustee, until the time at which I may officially run for a standard term. I am a long time resident of Dolores and care deeply about the health and wellbeing of the place I truly call home.


I have experience as a construction professional, planning and zoning commissioner, and a building inspector/ code officer. I also have amazing relationships with a large quantity of people here in Dolores. I want to use my strengths in these areas to help facilitate positive growth in this gorgeous river community.

Please feel free to reach out if there are any questions, concerns or additional steps needed regarding this matter.

I am enthusiastic about this opportunity to join in building our community.

With Sincerity,

Christopher Curry



Michael Sawyer

207 N. 20th St. • Dolores, CO 81323 • 970-739-5824 • mjs4x4@bresnan.net

January 17, 2024

Town of Dolores
Board of Trustees

Regarding: Board of Trustees Vacancy

To whom it may concern,

I am writing to express my interest in the vacant position as a Town Trustee for the Town of Dolores. With my many years of professional experience, including my most current role as the La Plata County Engineering and Road & Bridge Inspector, I am confident that my skills make me an excellent candidate for this position.

My passion for the Town of Dolores, combined with my respect for our residents, make me eager to serve on this Town Board. I have been a resident within Dolores town limits since April of 2006 and am excited for this opportunity.

Throughout my career, I have honed my investigative skills and developed an ability to balance the needs of different stakeholders. As the La Plata County Engineering and Road & Bridge Inspector, I am responsible for conducting thorough investigations, interpreting codes and regulations, and ensuring compliance with applicable laws. This experience has prepared me to be adept at navigating complex and sensitive situations, responding to changes in compliance requirements, and mediating disputes between parties.

Moreover, my experience has helped me understand the importance of consistent communication, both with colleagues and with the public. As a town trustee, this will be crucial in ensuring that all parties involved feel heard and understood.

I also understand the value of excellent customer service and believe that is essential for building trust and fostering positive relationships. My commitment to customer service will aid in relationship building with residents, business owners and other stakeholders.

In conclusion, I am confident that my experience and skillset make me an ideal candidate for the position of Town Trustee. I am eager to apply my strengths in communication, critical thinking and customer service to this role and to contribute to the continued success of the Town of Dolores. Please consider me as your next Town Trustee.

Sincerely,

Michael Sawyer





Tammy Neely <tammy@townofdolores.com>

Board Vacancy

2 messages

Tammy Neely <tammy@townofdolores.com>

Tue, Jan 16, 2024 at 11:39 AM

To: "MARIEROAN@YAHOO.COM" <MARIEROAN@yahoo.com>

Hi Marie:

I forgot to tell you if you want to be considered for the Board vacancy email me a letter of interest by Thursday 12:00 noon.

Thank you!

Tammy Neely***Dolores Town Clerk******970-882-7720 ext 1002******420 Central Ave. Dolores Co 81323***

MARIE ROAN <marieroan@yahoo.com>

Tue, Jan 16, 2024 at 7:54 PM

Reply-To: MARIE ROAN <marieroan@yahoo.com>

To: Tammy Neely <tammy@townofdolores.com>

Hi, Tammy,

Please accept this email as my letter of interest in being considered for the Board vacancy.

Thank you.

Marie Roan

702-812-7596

Avoid stupidity before seeking brilliance.

[Quoted text hidden]

To whom it may concern,

I would like to tell you a little bit about myself and why I would like to serve the town of Dolores. My name is Cindy Summers, formally known as Cindy Tate. My family has a long history in the town with my Grandfather serving as the town Sheriff, father born and raised here, and me growing up here and graduating Dolores High School in 1988, as class president . I moved in my early 20's to Alabama where I met my husband and had a family. My husband and I traveled around the southeast with his job. We decided 5 years ago that we wanted to get out of Corporate America and move back to the little town that I love so much. I work at Southwest Memorial in the Surgical Center, helping others has always been my passion and I've been working in the medical field for the last 15 years. I have always promoted helping others to my boys, now they both work for the Montezuma County Sheriff's department serving and protecting our community. My husband and I enjoy spending time together traveling, cooking, gardening, canning and spending time with family.

I have decided to run for town board as a way to give back to the community, my friends and be a voice for the voiceless. There have been a number of changes to our little town while I was away, some good and bad. I feel this is my opportunity, not to sit around and complain about things that disagree with but be part of the solution. I want to help bring back pride, to the school, to our community and take part in the future transformation of Dolores.

Sincerely,
Cindy Summers

A handwritten signature in blue ink, appearing to read 'Cindy Summers', with a long, flowing horizontal stroke extending to the right.

TOWN OF DOLORES
RESOLUTION NO. R575
SERIES 2024

**A RESOLUTION OF THE TOWN OF DOLORES, COLORADO FILLING A VACANCY
ON THE TOWN OF DOLORES BOARD OF TRUSTEES**

WHEREAS, the Town of Dolores, Colorado is a statutory town incorporated under the laws of the state of Colorado;

WHEREAS, Mayor Leigh Reeves has resigned her position effective December 28, 2023

WHEREAS, the Board of Trustees have the authority pursuant to CRS 31-4-303 and Section 2.04.020 of the Dolores Municipal Code to fill a vacancy on the Board of Trustees within 60 days;

WHEREAS, on January 8, 2024, the Board of Trustees adopted a resolution approving a procedure for filling this vacancy which was advertised to the public; and,

WHEREAS the Board of Trustees have now interviewed and reviewed the applications of qualified applicants to fill the position and wish to appoint one qualified person to fill that vacancy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

Section 1. The Town Trustees interviewed applicants to fill the vacancy on the Board of Trustees at its regular meeting on January 22nd, 2024, and agreed on a procedure to fill the vacancy.

Section 2. From the current Board of Trustees _____ is hereby appointed to the position of Trustee.

Section 2. _____ has applied to be appointed as Trustee for the Town of Dolores, meets the necessary qualifications set forth in CRS § 31-4-301 to serve as Trustee, and having been selected by the Board of Trustees through an agreed upon procedure, is hereby appointed to fill the vacancy left on the Board of Trustees created by the resignation of Mayor Leigh Reeves.

Section 3. Pursuant to CRS § 31-4-303, the appointment of said person shall take effect immediately and shall hold the office of Trustee until the next regular election (April 2nd, 2024) and until such person's successor is elected and has complied with CRS § 31-4-401.

Introduced and passed this 22nd day of January 2024.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor

Attest: _____, Town Clerk

ORDINANCE NO 569

SERIES 2024

**AN ORDINANCE AMENDING TITLE 12 OF THE DOLORES MUNICIPAL CODE TO
REGULATE THE DOLORES COMMUNITY CENTER PROPERTY**

WHEREAS, Colorado Revised Statutes, § 31-15-401 grants general police powers to the Board of Trustees to promulgate ordinances for the health, safety, and welfare of the public, including regulation of lands owned by the Town within its corporate boundaries.

WHEREAS, the Town of Dolores intends to acquire ownership of the Dolores Community Center located at 400 Riverside in the Town of Dolores.

WHEREAS, there is a need to amend the Town's ordinances pertaining to use of public property to operate the community center to benefit the citizens of the Town of Dolores.

WHEREAS, the Board of Trustees, in order to promote the health, safety, and welfare of the public and regulate the use of the Dolores Community Center consistent with these purposes, wishes to adopt an ordinance regulating the public use of the Dolores Community Center.

WHEREAS, Section 12.06 of Title 12 of the Dolores Municipal Code governs the use of the town's public property and places.

NOW THEREFORE, BE IT ORDAINED BY TOWN OF DOLORES BOARD OF TRUSTEES THAT Title 12 of the Dolores Municipal Code is amended as follows:

Section 1. Section 12.06.010 (Definitions) of Title 12 of the Dolores Municipal Code is amended to include the following definition:

(4) Dolores Community Center means the building and facilities located at 400 Riverside in Dolores. The term "recreation area" in this Chapter does not include the Dolores Community Center.

Section 2. Sections 12.06.090, 12.06.100 and 12.06.110 are added to Title 12 of the Dolores Municipal Code as follows:

Section 12.06.090. Dolores Community Center

The Dolores Community Center is intended to be a public space for the use and benefit of the citizens of the Town of Dolores and greater community subject to the provision of this Chapter. The Dolores Community Center may be reserved and used by individuals, groups, and organizations for meetings, public or private events, and other lawful purposes by reservation and permit to be issued by the Town Clerk, deputy clerk or Town Manager.

Section 12.06.100. Fees and Conditions of Use.

The Board of Trustees may from time to time adopt and amend Resolutions setting forth fees and conditions for the use of the Dolores Community Center. Consistent with this Chapter and applicable Resolutions adopted by the Board of Trustees, the Town Manager may adopt policies governing the use of the Dolores Community Center and may require that permit holders execute a contract and release of liability with the Town of Dolores as a condition of use. Uses where alcohol is to be served shall require a special use permit as provided by applicable ordinance and statute. Commercial uses of the Dolores Community Center shall comply with the requirements of 5.04.040. The Town Manager, Town Marshal and Building Official shall have the authority to cancel any reservation and close the Dolores Community Center to the public in the event of an emergency including but not limited to flood, fire, or other threat to public safety.

Section 12.06.110 Violations.

It shall be unlawful for any person to possess or consume marijuana within the Dolores Community Center. It shall be unlawful for any person to use or consume alcohol within the Dolores Community Center except at an event where alcohol is otherwise permitted to be served under applicable ordinances and statutes. It shall be unlawful for any person to use the Dolores Community Center in a manner that violates the provisions of this Chapter or applicable Resolutions adopted by the Board of Trustees. A violation of this section shall be punished as set forth in section 1.12.010.

Section 3. The Town Trustees hereby finds, determine, and declare that this Ordinance is promulgated under the general police power of the Town of Dolores, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Trustees further determine that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5. This Ordinance shall take effect immediately upon adoption. The Town of Dolores Board of Trustees hereby finds, determines, and declares this ordinance is necessary for immediate preservation of the health, safety, and welfare of its citizens.

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the 22nd day of January 2024, in the Town Board Chambers in Town Hall, Dolores, Colorado, at which time and place all persons may appear and be heard concerning the same.

Passed adopted and approved on the first reading this 8th day of January 2024.

DOLORES BOARD OF TRUSTEES:

By: _____

Mayor Pro Tem Chris Holkestad

Attest:

By: _____

Town Clerk Tammy Neely

Passed adopted and approved on the second and final reading this 22nd day of January 2024.

DOLORES BOARD OF TRUSTEES:

By: _____

Mayor Pro Tem Chris Holkestad

Attest:

By: _____

Town Clerk Tammy Neely

TOWN OF DOLORES

RESOLUTION NO. R574 SERIES 2024

**A RESOLUTION AUTHORIZING THE CLOSING OF THE PURCHASE OF 400 RIVERSIDE, DOLORES,
COLORADO**

WHEREAS, the Town of Dolores, Colorado is a statutory town incorporated under the laws of the state of Colorado;

WHEREAS the Board of Trustees is authorized pursuant to Colorado law to enter into agreements in order to acquire real property and land as may be necessary, or suitable for the public interest.

WHEREAS the Town of Dolores intends to close the purchase of the Dolores Community Center at 400 Riverside in Dolores, Colorado on February 8, 2024, from the Dolores Community Center Association.

WHEREAS the Board of Trustees adopt this resolution to designate officers on behalf of the Town of Dolores to execute closing documents to finalize the purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES as follows:

1. The Board of Trustees approves and authorizes the Town of Dolores closing the contract to purchase the property located at 400 Riverside in Dolores, Colorado.
2. The Board of Trustees appropriate and/or allocates the funds necessary to pay the closing costs and other costs of due diligence associated with this purchase in an amount not to exceed \$5,000 from the general fund and authorizes the expenditure of the same.
3. The Board of Trustees appropriate and/or allocates the funds necessary to pay the cost of purchase, closing costs, title insurance, and other costs of closing and prorations, from the general fund and authorizes the expenditure of the same.
4. The Town Manager Paul Ruud and Mayor Pro Tem Chris Holkestad, or either of them, are authorized to execute any and all documents necessary to close the contract to purchase to the subject property at 400 Riverside on behalf of the Town of Dolores, Dolores Colorado on February 8, 2024 or such other date to which it may be extended.

INTRODUCED, READ, AND PASSED AS A RESOLUTION AT THE SPECIAL MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES HELD ON JANUARY 22, 2024, AT WHICH A QUORUM WAS PRESENT.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Pro Tem Chris Holkestad

Attest: _____, Town Clerk Tammy Neely

Town of Dolores
Resolution No R576
SERIES 2024

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT OF PARTICIPATING LOCAL GOVERNMENTS
AND AUTHORIZING THE MAYOR TO EXECUTE THE
AMENDED AGREEMENT ON BEHALF OF THE TOWN**

WHEREAS local governments in Montezuma County, Colorado face a myriad of possible natural and manmade disaster and emergencies, including but not limited to the threat of wildland fire and flood.

WHEREAS such disasters hold the potential to overwhelm the resources of any single local government and the citizens of the Town of Dolores are better served by cooperating with Montezuma County and surrounding municipalities to ensure that local governments are able to come to one another's aid under a predetermined policy and agreement.

WHEREAS, the Town of Dolores, Colorado is a statutory town incorporated under the laws of the state of Colorado.

WHEREAS, the Board of Trustees is empowered by law to enter into contracts and agreements with other political subdivisions and pursuant to Colorado Revised Statutes, § 31-15-401 exercise general police powers to the Board of Trustees to promulgate ordinances for the health, safety, and welfare of the public.

WHEREAS, the Board of Trustees determines that it is in the best interests of the health, safety and welfare of the inhabitants of the Town to exercise its express statutory authority to enter into the Agreement the Omnibus Mutual Aid Agreement attached hereto and incorporated herein as Exhibit A to enable Montezuma County, Dolores, Mancos, and Cortez to provide emergency assistance to one another during times of emergency or the occurrence of a disaster

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Dolores:

1. The Town of Dolores elects to enter into the to enable the County, Dolores, Mancos, and Cortez to provide emergency assistance to one another during times of emergency or the occurrence of a disaster attached hereto as Exhibit A as a participating municipality and to be bound by its terms.
2. The Board of Trustees designate and authorize the mayor or mayor pro tem of the Town of Dolores, to execute the Agreement on the Town's behalf.

Passed, adopted, and approved this 22nd Day of January 2024.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Pro-Tem Chris Holkestad

Attest: _____, Town Clerk Tammy Neely

OMNIBUS MUTUAL AID AGREEMENT

THIS OMNIBUS MUTUAL AID AGREEMENT is made and entered into by and between **Montezuma County, Colorado**, a political subdivision of the State of Colorado (the “County”), **Town of Dolores, Colorado**, a Colorado statutory municipality (“Dolores”), **Town of Mancos**, a Colorado statutory municipality (“Mancos”), and **City of Cortez, Colorado**, a Colorado home rule municipality (“Cortez”), to enable the County, Dolores, Mancos, and Cortez to provide emergency assistance to one another during times of emergency or the occurrence of a disaster.

I. RECITALS

A. The County, Dolores, Mancos, and Cortez (each a “Participating Entity” or collectively the “Participating Entities”), having affixed their respective authorized signatures hereto, have expressed a mutual interest in the establishment of an Omnibus Mutual Aid Agreement to facilitate and encourage cooperation and assistance amongst themselves in the event of a Local Emergency or Disaster, as defined herein; and

B. Agreements to provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado and federally recognized Tribal Nations are specifically authorized by C.R.S. § 29-1-203 and other sections of the Colorado Revised Statutes; and

C. The Participating Entities and/or the constituents they serve face threats to public safety from (i) natural disasters including, but not limited to floods, fires, windstorms, and snowstorms; (ii) possible terrorist actions and weapons of mass destruction, be they conventional, chemical, biological or nuclear; and (iii) hazardous materials releases, civil disturbances or hostile military or paramilitary actions; and

D. The Participating Entities recognize that the resources of a Participating Entity might be strained or overwhelmed if forced to confront the realization of such threats in isolation and that additional resources, personnel, and equipment, beyond those available to any single Participating Entity might be needed. Therefore, such threats to public safety can be best met and mitigated where an orderly plan for assistance has been developed prior to a sudden and immediate need; and

E. The Participating Entities seek to have a mutual aid agreement that ensures eligibility of costs under the Emergency Management Assistance Compact and consistent with FEMA Disaster Assistance Policy DAP9523.6; and

F. The Participating Entities have determined that it is in their respective best interest and the best interest of their constituents to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of such calamities.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the Participating Entities as follows:

Section 1. Definitions.

Agreement. Means this Omnibus Mutual Aid Agreement.

Assistance Costs. Means any expenses that extend beyond the first four (4) hours (usual and customary costs) incurred by the Assisting Party in providing any asset requested. Unless agreed to otherwise by the Requesting Party and the Assisting Party, after four (4) hours, the Requesting Party shall be responsible for all costs associated with the borrowed asset(s). For this Agreement, the computation of time begins when the Assisting Party agrees to provide resources by mobilizing the same.

Assisting Party(ies). Means the Participating Entity furnishing equipment, services and/or personnel to the Requesting Party under this Agreement.

Authorized Representative. Means the County Manager for the County, the Town Manager for Dolores, the Town Administrator for Mancos, and the City Manager for Cortez, and the chief executive of any subsequent entity that becomes a Participating Entity pursuant to the Agreement, or their respective designees authorized in writing to request, offer or provide assistance under the terms of this Agreement. The list of titles of authorized representatives for the Participating Entities executing this Agreement shall be attached hereto as Exhibit A and shall be updated as needed by each Participating Entity by means of a written notification to the Emergency Manager, Montezuma County Office of Emergency Management, 109 West Main, Suite 115, Cortez, CO 81321.

Disaster or Local Emergency. Means any occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to fire, flood, earthquake, wind, storm, wave action, hazardous substance incident, oil spill or other water contamination requiring emergency action to avert danger or damage, volcanic activity, epidemic, air pollution, blight, drought, infestation, explosion, civil disturbance, hostile military or paramilitary action, or a condition of riot, insurrection, or invasion existing in the jurisdictional boundaries of any of the Participating Entities, or in the jurisdictional boundaries of any subsequent Participating Entity, and any other form of occurrence or threat set forth in C.R.S. § 24-33.5-703, as the same may be amended from time to time, or an emergency or major disaster as defined in 44 C.F.R. §206.2(a)(9) and (17), respectively.

Participating Entity(ies). Any county, municipality, township or other political subdivisions of the State of Colorado or federally recognized Tribal Nation or interlocal public agency of the State of Colorado, or political subdivision thereof, who is or may hereafter become a party to this Agreement by executing a copy of this Agreement and

providing a copy with original signatures and the authorizing resolutions to every other Participating Entity.

Requesting Party(ies). The Participating Entity requesting aid in the event of a Disaster or Local Emergency.

Section 4. Procedures.

A. *Request for Aid.* When a Participating Entity becomes affected by a Disaster or Local Emergency or requires assistance in preventing, mitigating or recovering from incidents, Local Emergencies or Disasters, an authorized representative may invoke emergency-related mutual aid assistance under this Agreement by orally communicating a request for mutual aid assistance to an Assisting Party, followed as soon as practicable or within thirty (30) days written confirmation of said request. A Participating Entity shall not request mutual aid unless the Requesting Party deems resources available within the jurisdiction of the Participating Entity to be inadequate.

B. *Assessment of Availability of Resources and Rendering of Assistance.* When contacted by a Requesting Party with a request for mutual aid assistance, a Participating Entity shall assess its situation to determine available personnel, equipment and other resources that might be available for purposes of rendering aid or assistance. A Participating Entity shall be excused from making its resources available or continuing to make its resources available to the Requesting Party if a need for the resources exists or arises within the territorial area or jurisdiction of the Participating Entity or any other jurisdiction. Such decision of availability shall be made by the Participating Entity, and such decision shall be conclusive and in the sole discretion of the Participating Entity. The Participating Entities recognize that time is critical during an emergency and diligent efforts shall be made to respond to a request for mutual aid assistance as rapidly as possible, including any notification that the requested assistance is not available.

C. *Supervision and Control.* The personnel, equipment and resources of any Assisting Party shall be and remain under operational control of the Requesting Party, but the Participating Parties adopt and agree to utilize a local incident management system incorporating the functions, principles and components of the Incident Command System. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign, through the unified command system, operational work tasks to the supervisory personnel of the Assisting Party for performance by the Assisting Party's personnel, equipment and resources. The designated supervisory personnel of the Assisting Party shall have the initial responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, subject to consultation with the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time. The Requesting Party shall, at its own expense, provide consumable supplies needed to operate equipment unless mutually agreed upon otherwise by the Requesting Party and the Assisting Party. Participating Parties shall ensure that Equipment is used only by properly trained and supervised operators. All Equipment is provided "as is," with no representations or warranties as to its fitness for particular purpose.

Section 3. Personnel.

A. *Qualifications.* Assisting Parties shall ensure that loaned personnel have the ability, skill and certification necessary to perform the work required and shall disclose the qualification(s) and training level of personnel identified to provide assistance to the Requesting Parties.

B. *Rights and Privileges.* Whenever the employees of a Participating Entity are rendering aid outside the area of their normal jurisdiction as an Assisting Party pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges and immunities of and receive the compensation incidental to their employment by the Participating Entity regardless of where serving. For employees that are police officers or deputy sheriffs, workers compensation coverage shall be as structured in C.R.S. § 29-5-109, if the request meets the requirements of C.R.S. § 29-5-103-108. In all other situations, each Participating Entity shall maintain workers compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Participating Entity waives the right to sue any other Participating Entity for any workers compensation benefits paid to its own employees, volunteers or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Participating Entity or its officers, employees or volunteers.

C. *Independent Contractor.* Employees of an Assisting Party shall, at all times while providing assistance, continue to be employees of the Assisting Party and shall not be deemed employees of a Requesting Party for any purposes. Wages, hours and other terms and conditions of employment of the Assisting Party shall remain applicable to all of its employees who provide assistance. An Assisting Party shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. The costs associated with borrowed personnel are subject to the reimbursement process outlined in Section 6.

Section 4. Equipment.

A Requesting Party shall take proper precaution in its operation, storage and maintenance of an Assisting Party's equipment. An Assisting Party's costs related to the transportation, handling and loading/unloading of equipment shall be borne by the Requesting Party unless mutually agreed upon otherwise. The Assisting Party shall provide copies of invoices for such charges where provided by outside sources and shall provide hourly accounting of charges for the Assisting Party's employees who perform such services.

Section 5. Record Keeping.

Time sheets and/or daily logs showing hours worked and equipment and materials used

or provided by an Assisting Party shall be recorded on a shift-by-shift basis by the Assisting Party and/or the loaned employee(s) and shall be provided to the Requesting Party as needed. If no personnel are loaned, the Assisting Party shall provide shipping records for materials and equipment and the Requesting Party shall be responsible for any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, the Requesting Party remains responsible for ensuring that the amount and quality of all documentation is adequate to enable reimbursement. However, each Assisting Party agrees to exercise its best effort to ensure that it provides the documentation necessary for the Requesting Party to obtain reimbursement under federal law and FEMA's Disaster Assistance Policy, if applicable.

Section 6. Payment for Services and Assistance.

When a request for assistance is made, the Requesting Party and the Assisting Party will determine if reimbursement for services or assets will be requested. Payment terms and conditions will be negotiated and agreed on at the time of the initial request, but if more time is necessary, any payment terms must be agreed upon within thirty (30) days of the request. In many cases, the Requesting Party and the Assisting Party will agree no reimbursement is necessary.

When the amount of reimbursement has been negotiated and agreed upon, the Requesting Party shall pay the Assisting Party for all valid and invoiced Assistance Costs within sixty (60) days of receipt of the Assisting Party's invoice. If such timing presents a hardship, the Requesting Party can make a request to the Assisting Party to revise the payment timeframe.

Section 7. Liability.

A. *Requesting Party Obligations to Mitigate Expense.* Pursuant to Article XI, Section 1, and Article X, Section 20(4), of the Colorado Constitution, the Participating Entities, and other local and state governmental entities in Colorado, are prohibited from indemnifying other persons or entities. The Participating Parties acknowledge that to the fullest extent permitted by applicable law, when a Requesting Party requests mutual aid assistance pursuant to this Agreement, the Requesting Party shall take all actions necessary to ensure that the Assisting Party, and its elected officials, employees and agents, do not suffer expenses or costs of any kind arising directly or indirectly from, on account of, or in connection with providing assistance to the Requesting Party, whether arising before, during or after performance of the assistance and whether suffered by any of the Participating Entities or any other person or entity.

B. *Activities in Bad Faith or Beyond Scope.* No Requesting Entity shall be required under this Agreement to mitigate the expenses and costs of an Assisting Party that arise directly or indirectly from, on account of, or in connection with activities of the Assisting Party's elected officials, employees or agents acting in bad faith or performing activities beyond the scope of their training or duties, while providing mutual aid

assistance pursuant to this Agreement.

C. *Governmental Immunity.* Notwithstanding any other provision of this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now existing or hereafter amended (the "CGIA"). The parties understand and agree that liability for claims or injuries to persons or property arising out of negligence of a Participating Entity afforded protections by the CGIA, its departments, agencies, boards, officials or employees is controlled and limited by the provisions of the CGIA, as now existing or hereafter amended.

Section 8. Participation.

A. *Voluntary Nature.* Participation in this Agreement is voluntary. Execution of this Agreement therefore is not legally binding on a Participating Entity until such Participating Entity agrees to become a Requesting Party or an Assisting Party in accordance with its terms. Once this Agreement is executed, Participating Entities are obliged to disclose the qualification(s) and training level of personnel identified to provide assistance. No Participating Entity shall be liable to another Participating Entity, or be considered to be in breach of or default under this Agreement on account of any delay in or failure to perform any obligation under this Agreement, except to make payment if applicable.

B. *Role of Authorized Representative.* The Authorized Representative of each Participating Entity shall:

- i. Participate in any meetings convened on the implementation of this Agreement;
- ii. Obtain and communicate to relevant departments of their entity the discussion items and decisions of the meeting as they bear on interoperability among Participating Entities;
- iii. Maintain a copy of this Agreement (including amendments) and a list of the Participating Entities;
- iv. Ensure that the Emergency Manager in the Montezuma County Office of Emergency Management has current emergency contact information for their respective entity;
- v. Notify the Emergency Manager in the Montezuma County Office of Emergency Management in writing upon their entity's termination of participation in this Agreement.

Section 9. Other Laws. In the event that an emergency or Disaster impacts a large geographical area that activates either Federal or State emergency laws or is an event that is specifically otherwise addressed by applicable law such as C.R.S. § 29-22-101, *et seq.*, relating to hazardous substance incidents, this Agreement shall remain

in effect until or unless this Agreement conflicts with such Federal and State laws, or is otherwise terminated as provided herein.

Section 10. Approval. The approval of this Agreement and the subsequent rendering of mutual aid pursuant to this Agreement by any Assisting Party beyond the political boundary of the Assisting Party is hereby deemed to be approved by the respective executive and legislative governing bodies of the Assisting Party, and such response shall not require further approval by responsible officials of any jurisdiction.

Section 11. Additional Parties. Additional governmental jurisdictions may become Participating Parties to this Agreement by approval of their governing bodies and without further consent of those already signatories to this Agreement. However, the joinder of non-governmental entities to this Agreement shall require the consent and signature of each Participating Party to this Agreement.

Section 12. Term. This Agreement shall remain in effect, without an annual renewal requirement, subject to the annual appropriation requirements of Article X, Section 20 of the Colorado Constitution, and C.R.S. § 29-1-110, unless terminated by thirty (30) days' advance written notice by a Participating Entity in its sole discretion. Notice by a Participating Entity of termination shall only terminate this Agreement as to that Participating Entity; this Agreement shall remain in full force and effect as to all other Participating Entities. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon all other Participating Entities.

Section 13. Effective Date. This Agreement shall be in full force and effect upon its execution by the last signatory of the initial Participating Entities, and shall be become effective as to each successive signatory upon the execution by that Participating Entity, with no action being required of the current signatories.

Section 14. Amendments and Assignment. Amendments to this Agreement may be made only upon unanimous consent by all current Participating Entities. This Agreement shall be binding upon the successors and assigns of each Participating Entity, except that no jurisdiction may assign any of its rights or obligations hereunder without the prior written consent of two thirds of the other Participating Entities.

Section 15. Severability, Effect on Other Agreements. Should any portion, section or subsection of this Agreement be held to be invalid by a court of competent jurisdiction that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, subsection or power invalidated. This Agreement is not intended to be exclusive among the Participating Entities. Any Participating Entity may enter into separate assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement.

Section 16. Counterparts. This Agreement may be executed in counterparts by each Participating Entity on a separate signature page. Copies of signature pages shall be provided by each signatory to each prior Participating Entity, and such copies shall have the full force and effect as if they were originals.

Section 17. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Participating Entities or to impose any partnership obligation or liability upon any Participating Entity. Further, no Participating Entity shall have any authority to act on behalf of or as an agent for or to otherwise bind any other Participating Entity.

Section 18. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any rights in or duties to any third-party, nor any liability or standard of care with reference to any third-party. This Agreement shall not confer any right, or remedy upon any person other than the Participating Entities.

MONTEZUMA COUNTY
BOARD OF COUNTY COMMISSIONERS

CITY OF CORTEZ
CITY COUNCIL

By: Jim Candelaria, Chairman

By: Rachel B. Medina, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Kim Percell, Clerk & Recorder

Linda L. Smith, City Clerk

TOWN OF DOLORES
TOWN BOARD

TOWN OF MANCOS
BOARD OF TRUSTEES

By: Chris Holkestad, Mayor Pro Tem

By: Ellen Barz, Mayor

Date: _____

Date: _____

ATTEST:

Tammy Neely, Town Clerk

ATTEST:

Jamie Higgins, Town Clerk