REORGANIZATIONAL MEETING

JANUARY 10, 2017

CHAIRMAN OF COUNTY COMMISSIONERS

Richard Scott

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to (re)appoint <u>Richard Scott</u> as Chairman of the Board of County Commissioners for the year of 2017. All commissioners voted affirmative.

CHAIRMAN OF ROAD AND BRIDGE DEPARTMENT AND DRUG TESTING CONTACT

Donald Oswald

Motion was made by <u>Cindy McLoud</u>, seconded by <u>Richard Scott</u> to (re)appoint <u>Donald Oswald</u> as Chairman of the Road and Bridge Department for the year 2017. All commissioners voted affirmative.

CHAIRMAN OF FINANCE

Richard Scott

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to (re)appoint <u>Richard Scott</u> as Chairman of Finance for the year 2017. All commissioners voted affirmative.

CHAIRMAN OF SOCIAL SERVICES

Cindy McLoud

Motion was made by <u>Donald Oswald</u>, seconded by <u>Richard Scott</u> to (re)appoint <u>Cindy McLoud</u> as Chairman of the Social Services Department for the year 2017. All commissioners voted affirmative.

CHAIRMAN OF HOUSING

Richard Scott

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to appoint <u>Richard Scott</u> as Chairman of Housing for the year 2017. All commissioners voted affirmative.

COUNTY ADMINISTRATOR

Tina Adamson

Motion was made by <u>Richard Scott</u>, seconded by <u>Cindy McLoud</u> to (re)appoint <u>Tina Adamson</u> as County Administrator for the year 2017. All Commissioners voted affirmative.

COUNTY PUBLICATIONS AND LEGAL PRINTING

Kiowa County Independent

Motion was made by <u>Cindy McLoud</u>, seconded by <u>Donald Oswald</u> to use the <u>Kiowa County Independent</u> for all county publications and legal printing for the year 2017. All commissioners voted affirmative.

OFFICIAL PUBLIC POSTING OF MEETINGS TO BE HELD WITH THE KIOWA COUNTY COMMISSIONERS

Motion was made by <u>Donald Oswald</u>, seconded by <u>Richard Scott</u> to post public notices of all meetings with the Kiowa County Commissioners on the commissioner's office door, in the Kiowa County Courthouse, and on the website when timely. All meetings will be posted on the front door of courthouse 24 hours in advance. Exception will be made for all special meetings. All commissioners voted affirmative.

TEMPORARY OFFICE FSA

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to give the Kiowa County FSA office permission to set up a temporary office in the courthouse in the event of a disaster. All commissioners voted affirmative.

DEPOSITORY FOR KIOWA COUNTY

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to use the following banks for the depository for Kiowa County for the year 2017. All commissioners voted affirmative.

KIOWA COUNTY NATIONAL BANK
WILEY STATE BANK
COMMUNITY STATE BANK - LAMAR
EASTERN COLORADO BANK - CHEYENNE WELLS
TBK BANK - LAMAR
ALL LOCAL BANKS AT THE DISCRETION OF THE TREASURER

ROAD AND BRIDGE 2017 RATES

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to change the current rates for 2017 for Road and Bridge Services rendered. All commissioners voted affirmative.

1.	LOADER	180.00 per hour (includes operator
••		100:00 pci iloui (iliciauc) opci uto

2. MAINTAINER 180.00 per hour (includes operator)

3. BACKHOE 135.00 per hour (includes operator)

4. DOZER 180.00 per hour (includes operator)

5. SEMI, TANDEM, & LOWBOY 4.20 per loaded mile

6. GRAVEL 80.00 a Tandem load

120.00 a Semi load

7. CHIP SPREADER Includes 5 men on Chip spreader, 5 men

with truck, 1 man on loader, \$3500.00 per 10 hour day. Prior approval required by

BOCC for less than a 10 hour day

8. CATTLEGUARDS (24'X 8') \$2,000.00 per new regulation 24' Cattle

Guard

(includes concrete stringers)

\$1000.00 to replace a regulation 24' existing Cattle Guard (includes concrete

stringers)

\$200.00 per 24' concrete stringer

10. DIGGING GRAVES \$175.00 per grave

11. TRACTOR MOWER \$120.00 per hour (includes operator)

12. CEMENT BLANKET \$4.00 per day

13. TANDEM TRUCK (Construction site use) \$270.00 per day + mileage & operator for

drop off/dump run & pick up.

These prices are for granting purposes only, not for private use.

Motion was made by <u>Cindy McLoud</u>, seconded by <u>Donald Oswald</u> to adopt the following Hospital Agreement to wit: All commissioners voted affirmative.

HOSPITAL SERVICE AGREEMENT

Amended - 1995 -combined Hospital Resolution and Hospital Service Agreement.

WHEREAS, the County of Kiowa, situate within the State of Colorado, owns and operates the Weisbrod Memorial County Hospital (County Hospital) which is located on:

Lots Ten (10), Eleven (11), and Twelve (12) in Block Twenty-six (26) in the Town of Eads, except for that portion of said Lots described below and owned by the District, and

WHEREAS, the Kiowa County Hospital District (the District), whose boundaries are identical with and to the boundaries of the County, was duly organized on the 6th day of June, 1963, and its officers from time to time have been duly chosen and qualified; and

WHEREAS, the District owns and operates hospital and hospital related facilities (District Hospital) located immediately north of the County Hospital on premises more particularly described as follows, to-wit:

The South twelve feet and eight inches (12' 8") of Lot Nine (9), Block Twenty-six (26), and the North twenty-six feet and eight inches (26' 8") of Lot Ten (10), Block Twenty-six (26), and the South twenty-three feet and four inches (23' 4") of the West fifty-one feet seven inches (51' 7") of Lot Ten (10); and the South twenty-three feet four inches (23' 4") of the East fifty-two feet one inch (52' 1") of said Lot Ten (10) except the South five feet (5') of the East fifty-two feet one inch (52' 1") of Lot Ten (10), Block Twenty-six (26); and the North one foot eight inches (1' 8") of the West fifty-one feet seven inches (51' 7") of Lot Eleven (11), Block Twenty-six (26) in the original Town of Eads, except that portion of said premises, if any occupied by the present Hospital building, in the Town of Eads; and lot nine (9), except South 12 feet 8 inches, Block Twenty-six (26), in the Town of Eads: and

WHEREAS, both Hospitals are owned, operated, and maintained for the use and benefit of the residents and citizens of the County and District; and

WHEREAS, the Board of County Commissioners of Kiowa County by its resolution of October 25, 1963, and the Board of Directors of the Kiowa County Hospital District by its resolution of October 25, 1963, have determined and declared the hospital services rendered by the District Hospital supplement the hospital services rendered by the County Hospital; and

WHEREAS, since the medical staff of the two Hospitals are identical, and since the Hospitals are so conveniently located next to each other, both the County Hospital Board and the District Hospital Board have determined that the most efficient and economical operation of both Hospitals may be accomplished by assigning the operation, supervision, care, and management of the County Hospital, as well as the District Hospital, to the District Hospital Board; and

WHEREAS, Colorado Revised Statutes 29-1-201, [et. seq.], as amended, provides that local

governmental entities may enter into contracts which would make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governmental entities, authorizes both the County Hospital Board and the District Hospital Board to enter into this agreement for services and operating and managing the County Hospital and for hospital services; and

WHEREAS, the Board of County Commissioners of Kiowa County, acting for the Kiowa County Hospital, and the Kiowa County Hospital District did, by document dated the 1st day of June, 1965, enter into a certain Hospital Service Agreement; and

WHEREAS, said agreement has been renewed from year to year by the County and the District since 1965, and

WHEREAS, the Board of County Commissioners of Kiowa County and the Board of Directors of the Kiowa County Hospital District being desirous of entering into a new intergovernmental agreement for the year of 2017, do hereby enter into this agreement for services and for the operating and managing of the County Hospital,

NOW, THEREFORE, all parties hereto agree as follows, to-wit:

That for and in consideration of the premises, of the mutual covenants and agreements herein set forth, and of the undertaking of each party to the other, and in order to secure the payment of the operation and maintenance expenses of the District, the parties hereto, each signing itself, its respective representatives, successors, and assigns, do mutually covenant, undertake, promise, and agree as follows:

SECTION ONE

The purpose of this agreement is to provide for the health and welfare of the citizens and inhabitants of the County and District by providing said citizens and inhabitants with adequate and efficient hospital and medical services which will be accomplished by the District's operation, supervision, care and management of the County Hospital. At all times, however, District shall listen to and be receptive of the voice of the County Hospital Board.

SECTION TWO

The Weisbrod Memorial County Hospital will be represented and present at the regularly scheduled monthly meetings of the District Hospital Board by members of the County Hospital Board, and the secretary of the County Hospital Board will be notified of each meeting date and will be furnished a copy of the minutes of each meeting.

It is specifically agreed that three (3) members of the County Hospital Board shall have one (1) vote each at the Hospital Board meetings. Further, the County Hospital Board shall have the sole right and duty to decide which three members of its Board shall vote.

SECTION THREE

It shall be the duty of the District to provide the citizens and inhabitants of the County with adequate and efficient hospital and medical services by receiving, caring for, and maintaining the

sick, injured, or maimed, and extended stay patients.

SECTION FOUR

The District shall use reasonable efforts and care to staff the County Hospital and District Hospital operations with competent medical and other personnel and employees. All such medical and other personnel and employees shall retain the rights, privileges and immunities of, and shall be deemed to engage in the service and employment of the District (not the County).

SECTION FIVE

The District shall impose adequate and reasonable rates, fees, rents and charges against all patients for the use of facilities provided by the County Hospital, taking in account the cost of operating and maintaining the County Hospital.

SECTION SIX

The District shall at all times operate, supervise, care for and manage the County Hospital properly and in a sound and economical manner.

SECTION SEVEN

The District shall establish and enforce reasonable rules and regulations governing the operation, use and services of the County Hospital. All compensation, salaries, fees, and wages paid by it in connection with operations of the County Hospital shall be reasonable and comparable to payments by other corporations, municipalities, or public bodies for similar services. The District shall observe and comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative or judicial body applicable to the County Hospital or to the District Hospital.

SECTION EIGHT

The District shall pay all taxes and assessments or any other municipal or governmental charges, if any, lawfully levied or assessed upon it in respect of the County Hospital or upon any part thereof or upon any revenue there from, when the same shall become due, and shall duly observe and comply with all valid requirements of any governmental authority relative to any part of the County Hospital and shall not create or suffer to be created any lien or charge upon the County Hospital or any part thereof or upon revenues there from. The District shall pay or shall cause to be discharged or will make adequate provision to satisfy and to discharge, within sixty (60) days after the same shall become payable, all lawful claims and demands for labor, materials, supplies, or any other objects created or incurred by it, which if unpaid might by law become a lien upon the County Hospital or any part thereof or the revenue there from; provided, however, that nothing contained in this Section Eight (8) shall require the District to pay or cause to be discharged or to make provision from any such lien or charge so long as the validity thereof shall be contested in good faith and by the appropriate legal proceedings.

SECTION NINE

The District shall at all times maintain with responsible insurers all such insurance reasonably required and obtainable within the limits and at such cost as are deemed reasonable by the District against loss or damage to the County Hospital, and against loss of revenues to the extent at least

reasonably necessary to protect the interests of the District and the County (including but not necessarily limited to, fire and extended insurance). If any useful part of the County Hospital or District Hospital shall be damaged or destroyed, the District shall as expeditiously as may be possible commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any insurance pertaining thereto shall be payable to the District and shall be applied as to the necessary costs involved in such repair and replacement, and, to the extent not so applied, shall be retained by the District. No provision of this paragraph shall be construed as imposing an obligation on the District to spend more on such repairs or replacements than the insurance proceeds.

The District shall at all times maintain with responsible insurers all such insurance as is reasonably required and obtainable within limits and at costs deemed reasonable by the District as is customarily maintained with respect to hospitals of like character, against public and other liability as is required to indemnify and to hold harmless the District and County against all liabilities, judgments, costs, damages, expenses, and attorneys' fees for loss, damage, or injury to persons or property resulting from the operation of the County Hospital caused by the negligence or willful acts of the District, District officers, employees, or any other agents. Any liability incurred by the District as a result of the operation of the County Hospital shall be its sole liability, and any liability incurred by the District as a result of the operation of its District Hospital shall be its sole liability, subject to any agreement to the contrary now existing or hereinafter made.

SECTION TEN

Kiowa County shall pay and transfer to the District monies annually levied and collected from the Weisbrod Memorial County Hospital fund by the County. From such monies raised by the County through levy, the County shall remit throughout the year such sums as are necessary to sustain the operation and maintenance of the Hospital, but in no event shall County be responsible for remitting sums to Hospital in excess of those monies generated by the County through levy. A complete written financial statement showing all relevant financial data including all information required by Section Twelve (12) below shall be submitted MONTHLY. Copies of said financial statement shall be submitted to the County Board as well as to the Kiowa County Commissioners.

SECTION ELEVEN

In addition to the remittance provided for in Section Ten (10), the District shall retain as its own funds, all rates, fees, charges, rents and other income received by it from or on behalf of all patients of the County Hospital during the term of this agreement.

SECTION TWELVE

The District shall conduct a yearly audit and a copy of such audit report shall be promptly submitted to each member of the County Board as well as to the Kiowa County Commissioners after it is received from the auditor. District shall keep proper books of record on a timely basis according to the generally accepted accounting procedure.

SECTION THIRTEEN

If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the validity or unenforceability of such section, subsection, paragraph, clause, phrase, or other provision shall not affect any of the remaining

provisions of this agreement.

SECTION FOURTEEN

This agreement shall be in full force and effect and shall be binding upon the parties hereto from the first day of January, 2017 until midnight, December 31, 2017.

IN WITNESS WHEREOF, and pursuant to resolutions of the Board of County Commissioners of Kiowa County, Colorado and of the Kiowa County Hospital District, regularly adopted, the parties by their proper officers duly authorized, have hereunto affixed the names and seals of the parties on the date first above written.

Dated this 10th day of January, 2017

	KIOWA COUNTY BOARD OF COMMISSIONERS
	Chairman
	Commissioner
	Commissioner
ATTEST:	
Clerk to the Board	
	KIOWA COUNTY HOSPITAL DISTRICT
	BY:President
ATTEST:	
	WEISBROD MEMORIAL COUNTY HOSPITAL
	BY:
ATTEST:	

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to adopt the Resolution for Licensing of the Ambulance Service from January 13, 2017 to January 13, 2018, to wit: All commissioners voted affirmative.

RESOLUTION FOR LICENSING AND INSPECTION FOR AMBULANCE SERVICE

On the 10th of January, 2017 the following was adopted.

BE IT HEREBY RESOLVED, this 31st day of January, 1995, the Resolution for Licensing and Inspection of Ambulance Service is amended by the Board of County Commissioners of Kiowa County Colorado, the following:

That the prior Resolution entitled "AMBULANCE-PERMANENT LICENSING RESOLUTION", dated January, 1978 is hereby repealed.

That pursuant to the provisions of 1973 C.R.S. 25-3.5-301, as amended, no entity may provide ambulance service publicly or privately in this state after January 1, 1978 unless that person holds a valid license to do so issued by the Board of County Commissioners of the County in which the ambulance service is based.

That the Board of County Commissioners of Kiowa County does now establish an ambulance service licensing authority effective March 31, 1986, with the following provision:

Any entity who is desirous of providing ambulance service either public or private in the State of Colorado and whose service will be based in the County of Kiowa and who is desirous of continuing to provide such service after the effective date of this resolution shall make immediate application to the Kiowa County Board of County Commissioners.

County Health Officer shall prepare, under the Board's supervision, a short application form, which shall be furnished, upon request, to any person seeking to be licensed under this Resolution.

The application shall provide the following information to aid the Board in its licensing determination:

- (a) Name, address and telephone number of entity desiring to be licensed.
- (b) Description of each ambulance, including make, model, year of manufacture, Colorado State license number, motor vehicle chassis number, and length of time vehicle has been in service.
- (c) Location and description of place or places from which ambulances service will operate.
- (d) A statement indicating that each ambulance contains equipment which meets or is equivalent to the minimum equipment list established by the State Advisory Council on Emergency Medical Services, and approved by the State Board of Health.
- (e) A statement indicating that each ambulance driver has a valid Colorado Driver's license along with a Defensive Driving/Emergency Vehicle Drivers Course and a County Emergency

Medical Vehicle Driver's permit.

- (f) A statement indicating that each ambulance attendant, other than the ambulance driver, has an Emergency Medical Technician Certificate or a Registered Nursing Degree issued by the Department of Health, or is a member of the "Quick Response Team" or as otherwise provided by State Statute.
- (g) A statement indicating that each ambulance is covered by the provisions of the Colorado Auto Accident Preparations Act.
- (h) A statement listing the name, address, and curriculum vitae of the Physician Advisor to the ambulance service.
- (i) A certificate issued from the Weisbrod Memorial County Hospital and Nursing Home, Eads, Colorado, indicating their approval of the applicant's qualifications. Approval shall be granted or denied based on a set criteria established by said hospital.

Ambulances will be inspected as set forth in the EMS Resolution, and any other time deemed necessary by the ambulance coordinator or by the Kiowa County Road and Bridge Mechanic. Any necessary repairs will be made at that time.

Whereby the ambulances are owned by Kiowa County, and operated by Weisbrod Hospital, insurance coverage on ambulances is covered by Kiowa County.

Each entity desiring to be licensed under this Resolution shall have a Physician Advisor who established protocols for medical acts performed by E.M.T. or paramedics of a pre hospital emergency medical servicing agency and who is responsible to assure competency of the performance of those acts by E.M.T. and paramedics in accordance with the "Acts Allowed" by the Colorado State Board of Medical Examiners.

The Board, upon finding that the information and statements requested in the application form have been completely supplied and upon determining that such information and statements are sufficient indication of the applicant's compliance with the ambulance service license, together with the appropriate number of ambulance permits to such applicant a license shall be issued and valid for twelve months following the date of issuance.

Any license, unless revoked by the Board of County Commissioners may be renewed by filing an application identical to the original application for such license. Applications for renewal shall be filed annually, but not less than thirty days before the date the license expires.

No license or permit issued pursuant to this section shall be sold, assigned, or otherwise transferred.

Upon a determination by the Board of County Commissioners that any licensed entity has violated or failed to comply with any provisions of this Resolution, the Board may temporarily suspend for a period not to exceed thirty days, any license or permit issued. The licensed entity shall receive written notice of such temporary suspension, and a hearing shall be held no later than ten days after such temporary suspension. After such hearing, the Board may suspend any license for a portion of or for the remainder of its life. At the end of such period, the licensed entity whose license or permit was suspended, may apply for a new license or permit as in the case of the original application.

Upon second violation or failure to comply with any provision of this Resolution by any licensed entity,

the Board of County Commissioners may permanently revoke such license. Dated this ${\bf 10}^{\rm th}$ day of January, 2017

Clerk to the Board

	RIOWA COURT BOARD OF COMMISSION	JNERY
	Chairman	
	Commissioner	
	Commissioner	
ATTEST:		

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to adopt the following Intergovernmental Agreement for Ambulance/EMT Services for the year 2017, to wit: All commissioners voted affirmative.

INTERGOVERNMENTAL AGREEMENT FOR AMBULANCE/EMT \$ERVICE\$

THIS INTERGOVERNMENTAL AGREEMENT, entered into this 10th day of January, 2017, by the BOARD OF COUNTY COMMISSIONERS OF KIOWA COUNTY whose address is P.O. Box 100, Eads, Colorado 81036, hereinafter called and referred to as "County", and the BOARD OF TRUSTEES OF THE WEISBROD MEMORIAL COUNTY HOSPITAL whose address is 1208 Luther, Eads, Colorado 81036, hereinafter called and referred to as "Hospital",

WITNESSETH:

WHEREAS, County owns and maintains various ambulances and related medical equipment contained therein, and

WHEREAS, Hospital is desirous of operating an ambulance/EMT service as part of its function as a County Hospital, and

WHEREAS, both parties are willing to enter into an Intergovernmental Agreement to define their respective rights, duties and obligations of both parties, one to the other, as the same concerns the operation of an ambulance/EMT service, and

WHEREAS, pursuant to C.R.S. 29-1-201, et. seq., it specifically allows any government including but not limited to counties and county hospitals to enter into intergovernmental agreements to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units,

NOW, THEREFORE, that for and in consideration of the following acts, covenants, conditions, doings and things both parties agree to as follows, to-wit:

- 1. County hereby grants to Hospital the exclusive right to the usage, operation, and possession of four (4) of County's ambulances, exclusive of a haz-mat ambulance, for a period commencing on the 10th day of January, 2017 and ending on the 10th day of January, 2018.
- 2. As part of the consideration extended by County to Hospital, County agrees to allow Hospital to fuel these ambulances from the County shop pumps with the understanding that the Hospital shall reimburse County on a monthly basis at County's costs for said fuel. Further, County, at no expense to Hospital shall service the ambulances for normal and routine maintenance with the understanding that the Hospital shall reimburse County for any out-of-pocket expenses incurred for parts and supplies including oil, filters, tires and the like to be billed to Hospital on a monthly basis at the County cost. Except for emergency repairs that would render the ambulance unsafe, the request by Hospital for the performance of minor maintenance will not take priority over other county projects but County shall perform said minor maintenance in a reasonable period of time.

- 3. Further, the Hospital shall hire a qualified director to bring the ambulance/EMT service up to standards as required by the State of Colorado. The County shall further assist Hospital in obtaining grant monies to operate such services or to procure ambulances.
- County shall provide motor vehicle insurance on said ambulances.
- 5. In consideration of Hospital agreeing to operate the ambulance/EMT service within Kiowa County, County agrees to remit to Hospital for the year 2017 the sum of one hundred ninety thousand seven hundred sixty seven dollars (\$190,767) which sum is derived as follows:
- a. The first part of funding shall consist of the monies received from the County Hospital Fund created for both Hospital and ambulance/EMT services, which both parties agree for the year 2017 to budget the sum of One hundred ninety thousand seven hundred sixty seven dollars (\$190,767). As long as this agreement is in effect, this provision shall replace the funding requirement within the existing Hospital Service Agreement between the County and the Hospital and supersede any other pre-existing agreements involving ambulance and/or EMT services. If this agreement is terminated then the funding provisions of the original Hospital Service Agreement will remain in effect.
- b. The second part of the ambulance/EMT service funding shall consist of all EMS subsidy fund monies received which amount both parties anticipate shall approximate the sum of Ten Thousand Dollars (\$10,000.00). These monies shall be spent in accordance to the provisions and terms of the fund.
- c. Both parties further agree to re-evaluate aforementioned manner of funding in the event there is a material change in assessed valuation or the EMS subsidy grant or profit and/or loss of operating the Ambulance/EMT Service.
- d. County shall remit the above funds as they become available and requested by the Hospital throughout the year to sustain the operation and maintenance of the ambulance/EMT service but in no event shall County be responsible for remitting additional sums to Hospital in excess of those monies actually generated by the County through levy, grant, fund balance or otherwise.
- 6. At such time that the Hospital assumes full operation of the Ambulance/EMS service the Hospital shall furnish all drivers, EMTs and physicians necessary to properly and adequately operate said ambulance/EMT service within the County of Kiowa, State of Colorado and shall bear all expenses involved in training and maintaining said personnel. Further, County Hospital shall provide workers' compensation and liability insurance covering the EMTs and drivers as well as the operation of the ambulance/EMT services.
- 7. Hospital further agrees to comply with all federal, state and local laws, statutes, rules, and resolutions involved in operations of an ambulance/EMT service.
- 8. Hospital shall furnish to County annual financial reports prepared according to generally accepted accounting procedures.
- 9. Hospital agrees to furnish to County any costs associated with the use of EMS Ambulance and EMS Ambulance Personnel during the Kiowa County Fair.

- 10. This agreement automatically renews each year on the anniversary date.
- 11. Either party may terminate this agreement with or without cause upon 180 days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement on the day and year first above written.

	KIOWA COUNTY BOARD OF COMMISSIONERS
	Chairman
	Commissioner
	Commissioner
ATTEST:	
Clerk to the Board	
	WEISBROD MEMORIAL COUNTY HOSPITAL BOARI
ATTEST:	Chairman
Secretary	

DRUG FREE WORKPLACE

Motion was made by <u>Cindy McLoud</u>, seconded by <u>Donald Oswald</u> to adopt the Drug Free Workplace policy for the year 2017. All commissioners voted affirmative.

Pursuant to House Bill 5210 of the General Assembly of Colorado:

- 1. It is illegal to manufacture, distribute, dispense, possess or use any controlled substance in your work place.
- 2. Kiowa County has installed a drug free awareness program which provides information on the availability of drug counseling and rehabilitation for further information, please contact: Tina Adamson, 438-5810, PO Box 100, Eads, CO 81036
- 3. Kiowa County is required to notify our granting agency within ten days after we receive notice of any conviction under any criminal anti-drug statue.

First Adopted December 29, 1988

HOLIDAYS FOR 2017

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to adopt the following holidays for 2017: All commissioners voted affirmative.

President's Day	2/20/17	
Good Friday (R&B)	4/13/17	
Good Friday	4/14/17	
Memorial Day	5/29/17	
Independence Day	7/04//17	
Labor Day	9/04/17	
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*Fair (not a holiday) 7th & 8th of September (closed 1/2 day Thurs-all day Friday)

Columbus Day 10/9/17 Veteran's Day 11/10/17

Thanksgiving 11/23/17 - 11/24/17 Christmas 12/25/17 - 12/26/17

New Year's 01/01/18

Note: Summer Hours start March 12, 2017 and ends Sept 1, 2017

^{*}All county employees who do not have other fair assignments including DSS will please help with the BBQ's.

^{*}Courthouse, DSS & PH will close at noon on the 8th
*Courthouse, DSS & PH will close all day on the 9th

COUNTY SURVEYOR

Vacancy

Motion was made by <u>Richard Scott</u>, seconded by <u>Cindy McLoud</u> to have a <u>Vacancy</u> as county surveyor for the year 2017. All commissioners voted affirmative.

VETERANS ADMINISTRATOR

Pat Roper

Motion was made by <u>Cindy McLoud</u>, seconded by <u>Donald Oswald</u> to (re)appoint <u>Pat Roper</u> as Veterans Administrator for the year 2017. All commissioners voted affirmative.

EMERGENCY PREPAREDNESS COORDINATOR

Teresa Witte

Motion was made by <u>Richard Scott</u>, seconded by <u>Cindy McLoud</u> to (re)appoint <u>Teresa Witte</u> as Emergency Preparedness Coordinator for the year 2017. All commissioners voted affirmative.

COUNTY ATTORNEY

Shinn, Steerman, and Shinn Lawyers

Motion was made by <u>Donald Oswald</u>, seconded by <u>Richard Scott</u> to (re)appoint <u>Shinn Steerman and Shinn</u> as County Attorney for the year 2017 at an hourly fee of \$125.00 per hour including attendance of one conference and expenses every other year. All commissioners voted affirmative.

COUNTY AUDITOR

Ronny Farmer

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to (re)appoint <u>Ronny Farmer</u> as County Auditor for the year 2017. All commissioners voted affirmative.

LIST OF ARBITRATORS

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to (re)appoint <u>Bob Randle</u> as arbitrator and to have one vacancy to fill for the year 2017. All commissioners voted affirmative.

BOB RANDLE 2017 VACANCY 2017

KIOWA COUNTY PUBLIC LIBRARY DISTRICT BOARD

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to (re)appoint <u>Audrey Johnson</u> and <u>Verna Ebright</u> to the Library District Board with term to expire January 13, 2020. All Commissioners voted affirmative.

CATHRYN ANDERSON	JANUARY 13, 2018
BARBARA MCCOIN	JANUARY 13, 2019
KELLY COURKAMP	JANUARY 13, 2019
AUDREY JOHNSON	JANUARY 13, 2020
VERNA EBRIGHT	JANUARY 13, 2020

KIOWA COUNTY PLANNING COMMISSION

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to have a <u>vacant</u> position to be filled with a term expiring on January 13, 2020 and to (re)appoint <u>Randy Carney</u> to a 3 year term with term expiring January 13, 2020. All Commissioners voted affirmative.

JEREMIAH LIEBL	JANUARY 13, 2018
MICHELLE WYCKOFF	JANUARY 13, 2018
JIMMY BROWN	JANUARY 13, 2019
VACANCY	JANUARY 13, 2020
RANDY CARNEY	JANUARY 13, 2020

WEST KIOWA COUNTY RECREATION BOARD

Motion was made by <u>Cindy McLoud</u>, seconded by <u>Richard Scott</u> to (re)appoint <u>Deborah Davis</u> to the West Kiowa County Recreation Board, with term to expire on January 13, 2022. McLoud and Scott voted affirmative, Oswald abstained.

PJ LESSENDEN	JANUARY 13, 2018
AUDREY JOHNSON	JANUARY 13, 2019
CAROLE SPADY	JANUARY 13, 2020
POLLY GYURMAN	JANUARY 13, 2021
DEBORAH DAVIS	JANUARY 13, 2022

CENTRAL KIOWA COUNTY RECREATION BOARD

Motion was made by <u>Cindy McLoud</u>, seconded by <u>Donald Oswald</u> to (re)appoint <u>Robert Rittgers</u> to the Central Kiowa County Recreation Board with a term expiring on January 13, 2021 All Commissioners voted affirmative.

JANUARY 13, 2018
JANUARY 13, 2019
JANUARY 13, 2020
JANUARY 13, 2020
JANUARY 13, 2021

SHERIDAN LAKE AND BRANDON RECREATION BOARD

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to have a <u>vacant</u> position to be filled with a term expiring on January 13, 2020 for the Sheridan Lake and Brandon Recreation Board. All commissioners voted affirmative.

ZELPHA DEINES	JANUARY 13, 2018
CRAIG WILLIAMS	JANUARY 13, 2018
MARVIN KOELLER	JANUARY 13, 2019
TIA MCVICKERS	JANUARY 13, 2019
VACANCY	JANUARY 13, 2020

TOWNER RECREATION BOARD

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to (re)appoint <u>Susan Greenfield</u> to the Towner Recreation Board with term expiring on January 13, 2020. All commissioners voted affirmative.

JANUARY 13, 2018
JANUARY 13, 2018
JANUARY 13, 2019
JANUARY 13, 2020

WEST KIOWA COUNTY CEMETERY BOARD

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to (re) appoint <u>Diana Davis</u> to the West Kiowa County Cemetery Board with term expiring January 13, 2020. All commissioners voted affirmative.

CATHRYN ANDERSON JANAURY 13, 2018 CAROLE SPADY JANUARY 13, 2019 DIANA DAVIS JANUARY 13, 2020

PIONEER CEMETERY BOARD

Motion was made by <u>Cindy McLoud</u>, seconded by <u>Donald Oswald</u> to appoint <u>Kim Richards</u> to the Pioneer Cemetery Board, with term to expire January 13, 2020. All commissioners voted affirmative.

MARCI MILLER JANUARY 13, 2018 LARRY WYATT JANUARY 13, 2019 KIM RICHARDS JANUARY 13, 2020

SHERIDAN LAKE AND BRANDON CEMETERY BOARD

Motion was made by <u>Donald Oswald</u>, seconded by <u>Richard Scott</u> to (re)appoint <u>C.H. Williams</u> to the Sheridan Lake and Brandon Cemetery Board, with term to expire January 13, 2020. All commissioners voted affirmative.

MERLE SHALBERG JANUARY 13, 2018
VACANCY JANUARY 13, 2019
ZELPHA DEINES JANUARY 13, 2019
C. H. WILLIAMS JANUARY 13, 2020

TOWNER CEMETERY BOARD

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to (re)appoint <u>Cheri Hopkins</u> to the Towner Cemetery Board, with term to expire on January 13, 2020. All commissioners voted affirmative.

SHARON SCOTT JANUARY 13, 2018 DORCAS BERGGREN JANUARY 13, 2019 CHERI HOPKINS JANUARY 13, 2020

WEISBROD COUNTY HOSPITAL BOARD

Motion was made by <u>Cindy McLoud</u>, seconded by <u>Donald Oswald</u> to (re)appoint <u>John Negley</u>, <u>Dennis Pearson</u>, and <u>Kim Harris</u> to the Weisbrod County Hospital Board with term to expire January 13, 2019. All commissioners voted affirmative.

LORI SHALBERG	JANUARY 13, 2018
CRAIG KERFOOT	JANUARY 13, 2018
JOHN NEGLEY	JANUARY 13, 2019
DENNIS PEARSON	JANUARY 13, 2019
KIM HARRIS	JANUARY 13, 2019

KIOWA COUNTY FAIR BOARD

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to have a <u>vacant</u> position to be filled with a term expiring on January 13, 2021 and to (re)appoint <u>Andrew McCracken</u> with a term to expire January 13, 2021. All commissioners voted affirmative.

TEARLE LESSENDEN	JANUARY 13, 2018
	•
RAELYNN RILEY	JANUARY 13, 2018
SCOTTY ENGELHARDT	JANUARY 13, 2019
VACANCY	JANUARY 13, 2019
ARETA BLOODING-LAIRD	JANUARY 13, 2019
BART MICHAEL	JANUARY 13, 2020
JAY STUM	JANUARY 13, 2020
VACANCY	JANUARY 13, 2021
ANDREW MCCRACKEN	JANUARY 13, 2021

KIOWA COUNTY WEED BOARD

Motion was made by <u>Cindy McLoud</u>, seconded by <u>Donald Oswald</u> to (re)appoint <u>Rick Spady</u> with a term to expire January 13, 2019. All commissioners voted affirmative.

KIOWA CO EXT AGENT	JANUARY 13, 2018
JEFF UHLAND	JANUARY 13, 2018
RICK SPADY	JANUARY 13, 2019

KIOWA COUNTY BOARD OF HEALTH

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to appoint and (re)appoint Richard Scott, Donald Oswald, Cindy McLoud, the Chairman of Zoning & Planning, the DHS <u>Director</u>, and the <u>Emergency Management Coordinator as members</u> to the Health Board with terms to expire January 13, 2018. All Commissioners voted affirmative.

RICHARD SCOTT	JANUARY 13, 2018
DONALD OSWALD	JANUARY 13, 2018
	•
CINDY MCLOUD	JANUARY 13, 2018
Z&P CHAIRMAN	JANUARY 13, 2018
PUBLIC HEALTH AGENCY DIRECTOR	JANUARY 13, 2018
DHS DIRECTOR	JANUARY 13, 2018
EMERGENCY MGMT COORDINATOR	JANUARY 13, 2018

ENTERPRISE ZONE COMMITTEE

Motion was made by <u>Cindy McLoud</u>, seconded by <u>Donald Oswald</u> to (re)appoint <u>Richard Scott & Cindy McLoud and have a municipal member vacancy</u> as the Enterprise Zone Board of Directors representatives to Southeast Colorado Enterprise Development from this area, and to (re)appoint <u>Donald Oswald</u> as well as <u>Michelle Nelson</u> as directors to the Southeast Council of Governments. All appointments with terms to expire January 13, 2018. All commissioners voted affirmative.

RICHARD SCOTT	JANUARY 13, 2018 - SECED-Director
CINDY MCLOUD	JANUARY 13, 2018 - SECED-Executive Board
MICHELLE NELSON	JANUARY 13, 2018 - SECED / SECOG Director
DONALD OSWALD	JANUARY 13, 2018 - SECOG Director

\$CEDD

Motion was made by <u>Donald Oswald</u>, seconded by <u>Richard Scott</u> to appoint <u>Donald Oswald and Richard Scott</u> to the Southern Colorado Economic Development District Board with terms to expire January 13, 2018. All commissioners voted affirmative.

DONALD OSWALD JANUARY 13, 2018 RICHARD SCOTT JANUARY 13, 2018

KCEDF BOARD

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to (re)appoint <u>Cindy McLoud</u> (<u>alternate</u>) and <u>Donald Oswald (director</u>) to the Kiowa County Economic Development Foundation Board with terms to expire January 13, 2017. All commissioners voted affirmative.

Cindy McLoud	(Alternate)	JANUARY 13, 2018
Donald Oswald	(Director)	JANUARY 13, 2018

\$OUTHEA\$T REGION WORKFORCE BOARD

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to have a <u>vacant</u> position to be filled with a term expiring on January 13, 2018 for the Southeast Region Workforce Board. All commissioners voted affirmative.

VACANCY

JANUARY 13, 2018

SECRETAC BOARD

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to (re)appoint <u>Eunice Weber</u>, <u>Cindy McLoud</u>, and <u>Hospital Administrator</u> to the Southeastern Colorado Regional Emergency & Trauma Advisory Council Board with terms to expire January 13, 2018. All commissioners voted affirmative.

EUNICE WEBER (EMS Director)	JANUARY 13, 2018
CINDY MCLOUD (Commissioner)	JANUARY 13, 2018
HOSPITAL ADMINISTRATOR	JANUARY 13, 2018

SOUTHEAST COLORADO MENTAL HEALTH BOARD

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to (re)appoint <u>Dennis Pearson</u> to the Southeast Colorado Mental Health with term to expire January 13, 2018. All commissioners voted affirmative.

DENNIS PEARSON

JANUARY 13, 2018

HISTORICAL PRESERVATION ADVISORY COMMISSION

Motion was made by <u>Cindy McLoud</u>, seconded by <u>Donald Oswald</u> to (re)appoint <u>Carole Spady and Betsy Barnett</u> to the Historical Preservation Advisory Commission with terms to expire January 13, 2020. All commissioners voted affirmative.

ALEXA ROBERTS	JANUARY 13, 2018
DAN RICHARDS	JANUARY 13, 2018
KIM BARLOW	JANUARY 13, 2018
JEFF CAMPBELL	JANUARY 13, 2019
KELLY COURKAMP	JANUARY 13, 2019
CAROL SPADY	JANUARY 13, 2020
BETSY BARNETT	JANUARY 13, 2020

TV TRAN\$LATOR/TOWER MAINTENANCE INDEPENDENT CONTRACTOR

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to (re)appoint <u>Ryan Sneller</u> as the TV Translator/Tower Maintenance Independent Contractor with term to expire January 13, 2018. All commissioners voted affirmative.

RYAN SNELLER JANUARY 13, 2018

NURSING SERVICE MEDICAL ADVISOR

Motion was made by <u>Cindy McLoud</u>, seconded by <u>Donald Oswald</u> to appoint <u>Eads Medical Clinic</u> as the Medical Advisor to the Kiowa County Nursing Service with term to expire January 13, 2018. All commissioners voted affirmative.

EADS MEDICAL CLINIC JANUARY 13, 2018

RESADA BOARD

Motion was made by <u>Cindy McLoud</u>, seconded by <u>Donald Oswald</u>, to (re)appoint <u>Dennis Pearson</u> and <u>Donald Oswald</u> to the RESADA Board with terms to expire January 13, 2018. All commissioners voted affirmative.

DENNIS PEARSON JANUARY 13, 2018
DONALD OSWALD JANUARY 13, 2018

LAVAA BOARD

Motion was made by <u>Donald Oswald</u>, seconded by <u>Cindy McLoud</u> to leave as it is on the LAVAA board. All commissioners voted affirmative.

Members:		Alternates:	
Barbara Wilson	January 13, 2018	Alice Glover	January 13, 2018
Wanda Lessenden	January 13, 2018	Loretta Seibel	January 13, 2018
Linda Watts	January 13. 2018	LaVerle Kelly	January 13, 2018

TRANSIT & CSBG ADVISORY BOARD

Motion was made by <u>Richard Scott</u>, seconded by <u>Cindy McLoud</u> to (re)appoint <u>Lola Igou</u> and <u>Terri Salisbury</u> as the Transit & CSBG Advisory Board Members with a term to expire January 13, 2020. All commissioners voted affirmative.

SHARON SCOTT	JANUARY 13, 2018
LORETTA SEIBEL	JANUARY 13, 2018
WANDA LESSENDEN	JANUARY 13, 2019
DONALD OSWALD	JANUARY 13, 2019
LOLA IGOU	JANUARY 13, 2020
TERRI SALISBURY	JANUARY 13, 2020