

Gene A. Meisner
Commissioner District One

Rocky L. Samber, Chairman
Commissioner District Two

David G. Donaldson
Commissioner District Three



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**OFFICE OF THE BOARD
LOGAN COUNTY COMMISSIONERS**

315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

AGENDA

**Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, March 8, 2016 - 9:00 a.m.**

**Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda**

Approval of the Minutes of the March 1, 2016 meeting.

Acknowledge the receipt of the Landfill Supervisor's report for the month of February, 2016.

**Unfinished Business
New Business**

Consideration of the approval of an Agreement For Cooperative Wildfire Protection between Logan County acting through its Board of County Commissioners and Brett L. Powell, the Sheriff of Logan County and the State of Colorado acting by and through the Department of Public Safety for the benefit of the Division of Fire Prevention and Control.

Consideration of the approval of an agreement between Logan County and Wagner's Carnival, LLC to provide a complete carnival at the Logan County Fairgrounds for the Logan County Fair commencing Tuesday, August 2, 2016 through Sunday, August 7, 2016.

Consideration of the approval of an Intergovernmental Agreement and joint grant application between Logan, Yuma, Morgan, Phillips Sedgwick and Washington counties for Community Development Block Grant funds to be used to provide small business loans through the Northeastern Colorado Revolving Loan Fund.

Consideration of the approval of Resolution 2016-7 to authorize Logan County's participation in the Colorado Rural Jump-Start Zone program.

**Other Business
Miscellaneous Business/Announcements**

The next regular business meeting will be scheduled for Tuesday, March 15, 2016, at 9:00 a.m. at the Logan County Courthouse.

**Executive Session as Needed
Adjournment**

March 1, 2016

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Rocky L. Samber	Chairman
David G. Donaldson	Commissioner
Gene A. Meisner	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M Bacon	Logan County Clerk
Marie Granillo	Logan County Deputy Clerk
Callie Jones	Journal Advocate
Forrest Hershberger	South Platte Sentinel

Chairman Samber called the meeting to order at 9:00 a.m. The meeting opened with the Pledge of Allegiance.

Chairman Samber asked if there were any revisions for today's agenda. None were indicated.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the February 23, 2016 meeting.

Commissioner Meisner moved to approve the Consent Agenda Tuesday, March 1, 2016 Board meeting. Commissioner Donaldson seconded and the motion carried 3-0.

Chairman Samber continued with New Business:

Commissioner Donaldson made a motion to approve an agreement between Logan County, acting by and through the Logan County Clerk and Recorder and Dominion Voting System, Incorporated, to provide voting system and Manage Election Services from 2016 through 2023 and authorize the chairman to sign. Commissioner Meisner seconded and the motion carried 3-0.

The Board moved on to Miscellaneous Business/Announcements:

The next regular business meeting is scheduled for Tuesday, March 8, 2016 at 9:00 a.m. in the hearing chambers at the Logan County Courthouse.

There being no further business to come before the Board the meeting was adjourned at 9:12 a.m.

Submitted by:


Logan County Deputy Clerk

Approved: March 8, 2016

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Rocky L. Samber, Chairman

Attest:

Logan County Clerk & Recorder

Revised Copy - 3-3-2016

P. Ferdig

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751

(970)522-8657 Fax---(970)522-1995

FOR FEBRUARY 2016	TONS	PRICE	CHARGES
City of Sterling (Packers)CHG SF	346.44	@ \$1.17	\$405.33
City of Sterling (Dump Trucks)CHG CL	185.75	@ \$20.00	\$3,715.00
City of Sterling Cleanup CHG SFCC		@ \$1.17	\$0.00
Commercial (Packers & Roll Offs) C	823.77	@ \$21.00	\$17,299.17
Out of County OC	32.68	@ \$42.00	\$1,372.56
General Public	318.84	@ \$21.00	\$6,695.54
Area Town Clean-ups CPC		@ \$1.00	\$0.00
Petroleum Contaminated Soil PCS		@ \$25.00	\$0.00
<5 TONS ON FREE CERTIFICATES XTON		@ \$21.00	\$0.00
Rural Free Certificate Days NC	33.04	NC	
TOTAL TONS	1740.515		
\$10.00 MINIMUM DIFFERENTIAL			\$469.36
E-Waste Recycling	27 ITEMS		\$144.00
E-Waste Recycling NC		NC	
GEW (Government E-Waste)	5940	lb \$0.08	\$475.20
Outgoing Recycled Tires/Metal/Wood			
Car Tires (CHG)	45	@ \$5.00	\$225.00
Truck Tires (CHG)		@ \$8.00	\$0.00
Car/Truck Tires (NC)		NC	
Tractor Tires (CHG)		@ \$12.00	\$0.00
Earth Moving Tires (CHG)		@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)		NC	
R&B Illegally Disposed Tires & Matts (NC)		NC	
Appliances (CHG)	9	@ \$5.00	\$45.00
Appliances (NC)		NC	
Analytical Reviews ARV		@	\$0.00
Unsecured/Unauthorized Loads (CHG)		@ \$10.00	\$0.00
CASH			\$4,542.25
CHARGE			\$26,303.91
TOTAL			\$30,846.16
TOTAL # OF VEHICLES	538		

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

FEBRUARY	TONS	CPC (CLOSURE)
CASH	219.37	305.07
CHARGE	988.96	1006.53
CITY OF STERLING	532.19	NA
TOTAL	1740.515	\$1,311.60
E-WASTE	0	NA
GEW	2.97	NA
RECYCLED METAL		NA
RECYCLED TIRES		NA
RECYCLED WOOD	0	NA
GRAND TOTAL TNS	1743.485	

Amy Swensen 2/29/16

**AGREEMENT
FOR
COOPERATIVE WILDFIRE PROTECTION**

This Agreement is made by and between LOPAN COUNTY, Colorado acting through its Board of County Commissioners and BRETT L. POWELL, the Sheriff of the County and the State of Colorado acting by and through the Department of Public Safety for the benefit of the Division of Fire Prevention and Control.

A. AUTHORITIES

C.R.S. § 24-33.5-707.	Local and Interjurisdictional Disaster Agencies and Services
C.R.S. § 24-33.5-709	Local Disaster Emergencies
C.R.S. § 24-33.5-1201.	Division of Fire Prevention and Control
C.R.S. § 24-33.5-1202.	Definitions
C.R.S. § 24-33.5-1203.	Duties of Division
C.R.S. § 24-33.5-1217.3.	Authority to Permit Controlled Burns During Drought Conditions
C.R.S. § 24-33.5-1217.5.	Minimum Prescribed Burning Standards
C.R.S. § 24-33.5-1218.	Cooperation with Governmental Units
C.R.S. § 24-33.5-1219.	Wildland Fires – Duty of Sheriff to Report
C.R.S. § 24-33.5-1220.	Funds Available – Emergency Fire Fund
C.R.S. § 24-33.5-1221.	State Responsibility Determined
C.R.S. § 24-33.5-1222.	Cooperation by Counties
C.R.S. § 24-33.5-1223.	Sheriffs to Enforce
C.R.S. § 24-33.5-1224.	Limitation of State Responsibility
C.R.S. § 24-33.5-1225.	Emergencies
C.R.S. § 24-33.5-1226.	Wildfire Emergency Response Fund
C.R.S. § 24-33.5-1228.	Colorado Firefighting Air Corps
C.R.S. § 29-1-101, <i>et seq.</i>	Local Government Budget Law
C.R.S. § 29-22.5-101, <i>et seq.</i>	Wildland Fire Planning
C.R.S. § 30-10-512.	Sheriff to Act as Fire Warden
C.R.S. § 30-10-513.	Duties of Sheriff – Coordination of Fire Suppression Efforts for Forest, Prairie, or Wildland fire - expenses
C.R.S. § 30-10-516.	Sheriffs to Preserve Peace – Command Aid
C.R.S. § 30-11-107(1) (o).	Powers of the Board of County Commissioners

B. RECITALS

1. In accordance with C.R.S. § 29-22.5-103(3)(a), the DFPC is designated the lead Colorado State Agency for Wildland Fire suppression as identified in the Colorado State emergency operations plan.

2. In accordance with C.R.S. § 24-33.5-1203(1)(h), the DFPC provides technical assistance, upon request, to the County, the Sheriff, and Fire Departments on local fire safety

matters such as fire prevention, fire protection, fire investigation, and emergency medical services.

3. In accordance with C.R.S. § 24-33.5-1203(1)(k) and (m), the DFPC, upon request, assists the County, the Sheriff, and Fire Departments' efforts to procure, inspect, and maintain Wildland Fire resources and equipment, and the County, the Sheriffs and Fire Departments' efforts to organize, train, and equip personnel to detect, contain, and extinguish Wildland Fires.

4. In accordance with the *Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement for the State of Colorado*, as amended, the DFPC facilitates input of eligible Fire Department, County, Sheriff and State Wildfire resources into the ROSS, from which those resources can be ordered when needed. DFPC also administers and manages the IQS program, which is used to track NWCG qualifications for Fire Department, County, Sheriff, and State personnel and enters such personnel into the ROSS.

5. In accordance with C.R.S. §§ 24-33.5-1203(1)(m), 24-33.5-1231, and other applicable statutes, the DFPC administers certain State and Federal programs related to the County, the Sheriff, and Fire Departments' Wildland Fire duties and responsibilities such as the FEPP Program, DFPC engine program, and other grant programs.

6. In accordance with C.R.S. § 24-33.5-1228, the DFPC manages the Colorado firefighting air corps.

7. In accordance with C.R.S. § 29-22.5-103(1)(a), the chief of the fire department in each fire protection district in the state is responsible for the management of Wildland Fires that occur within the boundaries of his or her district and that are within the capability of the fire district to control or extinguish.

8. In accordance with C.R.S. § 29-22.5-103(2)(a), the Sheriff is the fire warden of the county and is responsible for the planning for, and the coordination of, efforts to suppress County Responsibility Fires. Further, pursuant to C.R.S. § 29-22.5-103(2)(b), the Sheriff is responsible for appointing a Local Incident Management Team to provide the command and control infrastructure required to manage a County Responsibility Fire, and for assuming financial responsibility for the Wildland Firefighting efforts on behalf of the County in compliance with the terms of the Local Government Budget Law of Colorado, C.R.S. § 29-1-101, *et seq.*

9. In accordance with C.R.S. § 29-22.5-104(1), the Sheriff may develop and update as necessary a wildfire preparedness plan for the unincorporated areas of the county in cooperation with any fire district with jurisdiction over such unincorporated areas.

10. In accordance with C.R.S. § 24-33.5-707(10)(a), the Sheriff is responsible for coordination of all search and rescue operations within the Sheriff's jurisdiction.

11. In accordance with C.R.S. § 30-10-516, the Sheriff is responsible for preserving the peace within the county.

12. In accordance with C.R.S. § 30-10-513(2), with the Sheriff's concurrence, the DFPC may assume any of the Sheriff's Wildland Fire duties or responsibilities.

13. In accordance with C.R.S. §§ 29-22.5-103(2)(c) and 30-10-513(1)(d), in the case of a State Responsibility Fire, the Sheriff and the DFPC are required to enter into an agreement concerning the transfer of authority and responsibility for fire suppression and the retention of responsibilities under a Unified Command Structure.

14. In accordance with C.R.S. §§ 24-33.5-707(2) and 24-33.5-709, the County is responsible for declaring a local disaster emergency as well as maintaining a disaster agency or participating in a local or interjurisdictional disaster agency.

C. PURPOSE

The purpose of this Agreement is to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Parties in sustaining and implementing Wildland Fire management activities, such as prevention, preparedness, communication and education, hazard mitigation, fire planning, response strategies, tactics and alternatives, suppression and consideration of post-fire rehabilitation and restoration. It is the Parties' intent that this Agreement addresses both Wildland Fires in Wildland Areas and Wildland Fires in Wildland-Urban Interface areas.

D. DEFINITIONS

"Agency Administrator." Pursuant to the May 2008 *ICS Glossary*,¹ the chief executive officer (or designee) of the agency or jurisdiction that has responsibility for the incident.

"Agency Representative." Pursuant to the May 2008 *ICS Glossary* an individual assigned to an incident from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency's participation at the incident.

"Agreement." This *Agreement for Cooperative Wildfire Protection*.

"Assumption of Fire Control Duty Agreement." A written agreement between the County, the Sheriff, and the DFPC concerning the scope of the transfer of responsibility and control over a Wildland Fire from the County and the Sheriff to the DFPC in the case of a State Responsibility Fire. The Assumption of Fire Control Duty Agreement may allocate costs and shall articulate any authority delegated to the DFPC by the Sheriff and any authority and duties retained by the Sheriff.

"Colorado Emergency Operations Line." The Colorado Division of Homeland Security and Emergency Management's point of contact for the County and the Sheriff to report

¹ <http://www.training.fema.gov/emiweb/is/icsresource/glossary.htm>.

Wildland Fires or to request any all-hazard assistance. This number will connect emergency managers with the on-duty communications personnel of the Colorado Department of Public Safety who will then notify the appropriate DFPC Fire Management Officer.

“Colorado Prescribed Fire Planning and Implementation Policy Guide.” The DFPC’s annual guide that provides standardized procedures specifically associated with the planning and implementation of prescribed fire, accessible via the *Wildland Fire Management* page of DFPC’s website.

“County.” LOGAN, Colorado acting through its Board of County Commissioners.

“County AOP.” The *County Annual Operating Plan* is an aspirational planning document between the County, the Sheriff, the DFPC, Federal land agencies, and other possible participants, adopted on an annual basis. The County AOP documents how interagency cooperation is to be implemented within the county on an annual basis. The template is attached as Exhibit A.

“County Responsibility Fire.” A Wildland Fire occurring in the unincorporated area of the county outside the boundaries of a fire protection district or a Wildland Fire that exceeds the capabilities of a fire protection district to control or extinguish.

“DFPC” or “Division.” The Colorado Division of Fire Prevention and Control.

“DFPC Analysis Form.” The analysis form used by the DFPC and the Sheriff to determine whether a Wildland Fire meets the criteria to be elevated to a State Responsibility Fire or may otherwise qualify for State coordinated financial assistance. The form is attached hereto as Exhibit B. The Parties agree that changes or amendments to the DFPC Analysis Form as currently attached to this Agreement will be made through the rule making process described in C.R.S. § 24-4-103, by January 31, 2016, and will be incorporated in this Agreement after promulgation.

“Disaster.” Pursuant to C.R.S. § 24-33.5-703(3), the 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 a Wildland Fire, existing in the state or in any county, city, town, or district in the state.

“EFF.” Means the Emergency Fire Fund as defined in C.R.S. § 24-33.5-1202(3.8) and § 24-33.5-1220, *et seq.*

“FEPP Program.” The Federal Excess Personal Property Program enacted by Congress under the Federal Property and Administrative Services Act of 1949 (June 30, 1949, Pub. L. 152, Ch. 288, 63 Stat. 377) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2101 *et seq.*) through which DFPC is responsible for building and maintaining fire equipment in the State of Colorado.

“Fire Department.” Pursuant to C.R.S. § 24-33.5-1202(3.9), the duly authorized fire protection organization of a town, city, county, or city and county, a fire protection district, or a metropolitan district or county improvement district that provides fire protection.

“Incident Commander.” Pursuant to C.R.S. § 29-22.5-102(2), the individual responsible for the overall management of the incident including developing incident objectives and managing all incident operations, by virtue of explicit legal, agency, or delegated authority.

“IQS.” The Incident Qualification System developed by the National Association of State Foresters. IQS is a software program that allows the user to track incident qualifications, experience, tasks books and fitness levels for organization/agency personnel.

“Local Incident Management Team.” Pursuant to C.R.S. § 29-22.5-102(4), a single or multi-agency team of capable individuals formed and managed at the local or county level and created or activated when necessary to provide the command and control infrastructure required to manage a major or complex incident requiring a significant number of local and mutual aid resources.

“Mutual Aid Agreement.” Pursuant to C.R.S. § 29-22.5-102(5), a written agreement between or among federal, state, and local agencies in which the agencies agree to assist one another upon request by furnishing such resources as personnel and equipment.

“NFIRS.” The National Fire Incident Reporting System or its successor system.

“NIMS.” Pursuant to C.R.S. § 29-22.5-102(6), the National Incident Management System is the national command and management system developed by the U.S. Department of Homeland Security to provide a unified approach to incident management.

“NWCG.” The National Wildfire Coordinating Group.

“Party” or “Parties.” “Party” means the County, or the Sheriff, or the DFPC and “Parties” means the County, the Sheriff and the DFPC.

“Prescribed Burning.” Pursuant to C.R.S. § 24-33.5-1202(8.3), the application of fire, in accordance with a written prescription for vegetative fuels, under specified environmental conditions while following appropriate precautionary measures that ensure public safety and that is confined to a predetermined areas to accomplish public safety or land management objectives. The term excludes controlled agricultural burns and controlled ditch burns.

“ROSS.” The Resource Ordering and Status System chartered by the National Wildfire Coordinating Group and managed by the U.S. Forest Service. ROSS is a nationwide,

web-based database system that tracks all tactical, logistical, service and support resources mobilized by the incident dispatch community.

“Sheriff.” The Sheriff of the county.

“State.” The State of Colorado.

“State Responsibility Fire.” A County Responsibility Fire that exceeds the County and the Sheriff’s capability to control or extinguish as exhibited by the DFPC Analysis Form and for which DFPC has assumed fire control duty as provided in the Assumption of Fire Control Duty Agreement and determined that the fire meets the criteria for EFF, or for State-coordinated financial assistance.

“Unified Command” or “Unified Command Structure.” Pursuant to C.R.S. § 29-22.5-102(8), the incident commanders representing agencies or jurisdictions that share responsibility for the incident manage the response from a single incident command post, allowing agencies with different legal, geographic, and functional authorities and responsibilities to work together effectively without affecting individual agency authority, responsibility, or accountability.

“Wildland Area.” Pursuant to C.R.S. § 29-22.5-102(9), an area in which development is essentially nonexistent, except for roads, railroads, power lines, and similar infrastructure, and in which structures, if present, are widely scattered.

“Wildland Fire.” Pursuant to C.R.S. § 29-22.5-102(10), an unplanned or unwanted fire in a Wildland Area, including unauthorized human-caused fires, out-of-control prescribed fires, and all other fires in Wildland Areas where the objective is to extinguish the fire. For purposes of this Agreement, Wildland Fire also includes fires in the Wildland Urban Interface area.

“Wildland Urban Interface” or “WUI.” The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels. Describes an area within or adjacent to private and public property where mitigation actions can prevent damage or loss from wildfire. *See* NWCG Glossary of Wildland Fire Terminology – PMS-205, October 2014.

“Wildland-Urban Interface Fire” or “WUI Fire.” An unplanned or unwanted fire involving vegetative fuels in the Wildland Urban Interface, including unauthorized human-caused fires, out-of-control prescribed burning, and all other fires involving vegetative fuels in the WUI where the objective is to extinguish the fire. *See* FEMA 2010 National Fire Incident Reporting System Complete Reference Guide.

“Wildfire.” For purposes of this Agreement, either a Wildland Fire in a Wildland Area or a Wildland-Urban Interface Fire in a Wildland-Urban Interface area.

E. ACKNOWLEDGEMENT OF SUPPLEMENTS TO THIS AGREEMENT

County AOPs, Assumption of Fire Control Duty Agreements, Cost Share Agreements, or other supplements to this Agreement further describe the working relationships, financial arrangements and joint activities not otherwise specified under the terms of this Agreement.

F. HIERARCHY AND PRECEDENCE FOR AGREEMENTS AND EXHIBITS

The provisions of this Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. The Colorado Special Provisions;
2. The provisions of the main body of this Agreement, and any amendments thereto;
3. Executed EFF Agreement for EFF Counties;
4. Executed Cost Share Agreements;
5. Executed Assumption of Fire Control Duty Agreements;
6. Executed County AOPs;
7. Executed DFPC Analysis Forms.

The Parties to this Agreement hereby acknowledge and agree that any changes the DFPC Analysis Form made by DFPC pursuant to its power to promulgate rules and regulations set forth in C.R.S. § 24-4-103, *et seq.* may result in an updated version of such document and shall be incorporated into this contract. If such document has been updated after the effective date of this Agreement, the DFPC will provide the Parties with such updated document.

G. AGREEMENT

Section 1. PLANNING

1.1 County AOP. Prior to April 1 of each year, the Parties, along with other agencies having Wildland Fire responsibilities within the county, shall jointly prepare, review, update, execute, and distribute a County AOP. The DFPC shall arrange the date and location of the County AOP meeting(s), and shall be the lead coordinator and facilitator of the County AOP. The Parties acknowledge and agree that with the Sheriff's consent, Fire Departments may participate in County AOP meeting(s) and negotiations and may execute the County AOP as a party. The County AOP shall be in the format of the template attached hereto as Exhibit A, *County Annual Operating Plan Template*. However, the Parties may revise the County AOP to comport with the County's emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plan, or any other agreements with Fire Departments or other governmental entities. Further, the Parties acknowledge and agree that the County AOP is an aspirational plan documenting how Wildland Fire cooperation is implemented within the county.

1.2 Execution of the County AOP. All Parties recognize the importance of clear plans in the event of a Wildland Fire. For this reason, all Parties will make a good faith effort to execute a County AOP by April 1 of each year. Failure to execute a County AOP by the April 1 deadline will not result in a penalty to any Party pursuant to this Agreement. The Parties may jointly extend the April 1 deadline upon the written mutual consent of all Parties and the provision of written notice of the same being sent to all the participants in the prior year's County AOP.

1.3 Intergovernmental Agreements Concerning State Owned Lands. The Parties acknowledge that pursuant to C.R.S. § 24-33.5-1221(2), the County may be required to enter into intergovernmental agreements prior to January 1, 2017, with certain state agencies that own lands within the county.

Section 2. ROLES AND RESPONSIBILITIES IN A COUNTY RESPONSIBILITY FIRE

2.1 County and Sheriff Responsibilities. The County and Sheriff are fiscally and operationally responsible, respectively, for a County Responsibility Fire as described in C.R.S. §§ 29-22.5-103 (2)(b) and 30-11-107(1)(o). Thereby, for the duration of a County Responsibility Fire and pursuant to any applicable emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plans, cost share agreement, or other agreements between the County and Fire Departments or other governmental entities, the Sheriff shall appoint a Local Incident Management Team to provide the command and control infrastructure necessary to manage a County Responsibility Fire. The Local Incident Management Team may consist of a single individual serving as Incident Commander. On behalf of the County, the Sheriff shall assume financial responsibility for Wildland Fire suppression efforts and the authority for the ordering and monitoring of resources subject to compliance with State law.

2.2 DFPC Responsibilities. The State's principal role during a County Responsibility Fire is to support the County and the Sheriff in their response to the Wildland Fire. Thereby, for the duration of a County Responsibility Fire, the DFPC shall administer certain State programs related to the County and Sheriff's Wildland Fire duties and responsibilities, such as the Wildfire Emergency Response Fund program set forth in C.R.S. § 24-33.5-1226 and the Colorado Firefighting Air Corps program created pursuant to C.R.S. § 24-33.5-1228. If requested by the Sheriff, the DFPC shall appoint an Agency Representative who shall provide technical assistance to the Sheriff and the appointed Local Incident Management Team. Further, the DFPC shall reply to all requests for State personnel, resources, and equipment from the County, Sheriff, or the Local Incident Management Team, even if the DFPC cannot provide the requested personnel, resources, and/or equipment. Finally, the DFPC may enter into separate agreements with the County and the Sheriff to provide the requested personnel, resources, and/or equipment.

Section 3. ROLES AND RESPONSIBILITIES IN A STATE RESPONSIBILITY FIRE

3.1 Procedure for Elevating a County Responsibility Fire to a State Responsibility Fire. Pursuant to C.R.S. § 29-22.5-103(2)(c), when the Sheriff determines that a County

Responsibility Fire exceeds the County's capability to control or extinguish the Wildland Fire, the Sheriff shall request assistance from DFPC through the Colorado Emergency Operations Line and, in addition, by any other available means of communication the Sheriff so chooses. Following such a request for assistance, the DFPC and the Sheriff will assess the severity of the fire utilizing the *DFPC Analysis Form*. The Wildland Fire shall be elevated to a State Responsibility Fire when the DFPC Analysis threshold has been met and the Parties enter into an Assumption of Fire Control Duty Agreement whereby the Parties will allocate responsibilities related to fire suppression responsibilities and financial responsibilities.

If the County participates in the Emergency Fire Fund program, the DFPC shall assess whether a Wildland Fire qualifies for Emergency Fire Fund assistance by following the procedures outlined in the County's Memorandum of Understanding: For Participation in the Colorado Emergency Fire Fund.

3.2 County and Sheriff Responsibilities. For the duration of a State Responsibility Fire, the Sheriff, at the Sheriff's discretion, may serve or appoint someone to serve within the Unified Command Structure as an Agency Administrator. The Sheriff's Agency Administrator shall, at the Sheriff's discretion, in consultation and cooperation with DFPC's Agency Administrator, appoint an Incident Commander. The Sheriff's Agency Administrator shall work collaboratively with DFPC's Agency Administrator to identify objectives and concerns to share with the Incident Commander within the Unified Command Structure. If the Sheriff elects to not serve as or appoint an Agency Administrator, the Sheriff shall serve as or appoint an Agency Representative.

3.3 DFPC Responsibilities. For the duration of a State Responsibility Fire, the DFPC shall administer EFF and/or State funds for fire management costs and appoint an Agency Administrator who shall represent the State in accordance with the delegation of authority contained in an Assumption of Fire Control Duty Agreement. DFPC's Agency Administrator shall, in consultation and cooperation with any appointed Sheriff's Agency Administrator, appoint an Incident Commander. The DFPC Agency Administrator shall work collaboratively with any appointed Sheriff Agency Administrator to identify objectives and concerns to share with the Incident Commander within the Unified Command Structure.

3.4 Parties' Mutual Responsibilities. In the case of a State Responsibility Fire, the Parties shall enter into the following separate agreements specifically addressing, at a minimum, the bulleted subjects:

Assumption of Fire Control Duty Agreement:

- Transfer of authority and responsibility for fire suppression to DFPC;
- Specific limitations to the fire control duty assumed by DFPC;
- Description of the powers and responsibilities retained by the County and Sheriff and those delegated to the DFPC;

Cost Share Agreements:

- Outline of the Parties' various financial responsibilities and the authority for the ordering and monitoring of resources; and

Return of Authority Agreement:

- Criteria and procedures to be utilized by the Parties to determine when the County and the Sheriff will again be capable of controlling or extinguishing the Wildfire allowing the State Responsibility Fire to be lowered to a County Responsibility Fire.

Because the Parties may maintain separate legal and functional authority and responsibility related to a State Responsibility Fire, responsibility for tasks beyond fire suppression may be included or excluded from the agreements described above upon agreement of the Parties.

3.5 All Parties Agree. No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in which suppression is the appropriate management response.

3.6 Appeal of Determination of State Responsibility Fire. Review of the DFPC's use of the *DFPC Analysis Form* in analyzing a potential State Responsibility Fire that will be in accordance with the provisions of C.R.S. § 24-4-106.

Section 4. WILDFIRE PREPAREDNESS

4.1 County and Sheriff Responsibilities. The County and the Sheriff shall comply with the Wildland fire planning responsibilities as set forth in C.R.S. § 29-22.5-101, *et seq.* and the provisions of C.R.S. §§ 30-10-513 and 30-10-513.5. The County and the Sheriff agree to identify for DFPC any designated individuals other than the Sheriff with the authority to make wildfire preparedness decisions. The County and Sheriff agree to work collaboratively with the DFPC's Regional Fire Management Officer in the coordination of the State-owned engine program and training. The County and Sheriff agree to cooperate in organizing, training, equipping, and maintaining of Wildland firefighting forces within the county. The County and Sheriff agree to communicate with local Fire Departments, as needed, to ensure relevant information is available to the County, the Sheriff, and local Fire Departments. The County and Sheriff may enter into agreements with local Fire Departments that identify the procedures necessary to transition financial and overall management of a Wildland Fire from the local Fire Department to the Sheriff, define control capabilities, and establish cost-share principles.

4.2 DFPC Responsibilities. The DFPC shall assist the County and the Sheriff, upon request, in organizing and training County, Sheriff, and cooperator forces to detect, contain, and extinguish Wildland Fires. Through administration of the FEPP program, the DFPC shall assist the County and the Sheriff in the procurement, inspection, and arrangement for maintenance of major Wildland Fire equipment. To the extent grant programs are available, the DFPC shall also administer grant programs to assist the County and the Sheriff in acquiring Wildland Fire equipment, training, and suppression support. The DFPC shall encourage and provide assistance in the development of County Wildland Fire plans pursuant to C.R.S. § 29-22.5-101(1)(d). The DFPC shall work with the County and the Sheriff in the coordination of the DFPC engine program and training. The DFPC shall also manage and administer the IQS program and provide the County, the Sheriff, and Fire Departments with IQS access, training, program guidelines, and

terms of use. The DFPC may inspect records for the purposes of verifying NWCG qualifications for Fire Department, County, and State personnel.

Section 5. WILDFIRE PREVENTION

5.1 County Responsibilities. Pursuant to C.R.S. § 30-15-401(1)(n.5)(I), the County may ban open fires within the county. In considering multi-county or statewide open burning restrictions that impact other counties pursuant to C.R.S. § 24-33.5-1225, the County will inform the DFPC so that the DFPC may aid the counties in advising the Governor in issuing a proclamation against open burning and/or public movements in any area of the State spanning multiple counties to avoid overbroad burn bans. The County shall, to the extent possible, include and follow the public use restrictions outlined in the County AOP. The County agrees to work cooperatively with the DFPC to coordinate public fire prevention messages provided to the media as outlined in the County AOP.

5.2 DFPC Responsibilities. The DFPC shall confer with the County about the need for fire restrictions, and upon determining the need for restrictions on open burning and/or public movements affecting more than one county, recommend to the Governor the imposing or lifting of restrictions for burning and/or public movements, and inform affected counties of the Governor's decision. The DFPC, in cooperation with the County, shall coordinate public fire prevention messages provided to the media as outlined in the County AOP.

Section 6. WILDFIRE DETECTION AND NOTIFICATION

6.1 Sheriff Responsibilities. The Sheriff shall comply with the reporting provisions set forth in C.R.S. § 24-33.5-1219, via the Colorado Emergency Operations Line and its notification responsibilities as outlined in the County AOP.

6.2 DFPC Responsibilities. The DFPC shall immediately forward all notifications it receives of possible Wildland Fire within the county to the Sheriff, or the Sheriff's designee, for further action as outlined in the County AOP.

Section 7. INVESTIGATIONS

The Sheriff shall conduct, or cause to be conducted, an investigation as to the cause of all State Responsibility Fires suspected to be human-caused in order for the DFPC to facilitate reimbursement of costs expended in fire suppression efforts. The Sheriff shall endeavor to provide the DFPC with a copy of a preliminary investigation report concerning the cause and origin of the fire within thirty (30) calendar days after the Wildland Fire is controlled, or as soon as practicable thereafter. The Sheriff shall provide a final report upon the conclusion of the investigation but not later than nine (9) months after the date the Wildland Fire is declared contained to aid the DFPC in meeting the one year reporting deadline for recovering federal grant monies or other reimbursements. If the Sheriff cannot provide the final report within nine (9) months, the Sheriff shall provide a written notice to the DFPC no later than nine (9) months after the date the Wildland Fire is declared contained regarding: 1) the status of the investigation; 2) when the final report will be complete; and 3) whether charges have been filed

or an arrest has been made. The Sheriff shall also provide periodic updates to the DFPC, on the status of the investigation until the final report is provided if requested by the DFPC. If the Sheriff does not provide the final report or written notice to the DFPC as described above, the DFPC may not be able to recover grant monies or other reimbursements. Notwithstanding the foregoing, the Sheriff shall not be responsible for conducting investigations on any federally owned or managed lands.

Section 8. REPORTING

8.1 All Parties Agree. The Parties recognize that Wildland fire management funding is tied to accurate and complete statistical reporting, and will work together to encourage fire response agencies within the County to report statistical wildfire data to the DFPC via NFIRS.

8.2 Sheriff Responsibilities. The Sheriff shall report, or cause to be reported, to the DFPC all County Responsibility Fires utilizing the NFIRS or its successor system.

8.3 DFPC Responsibilities. The DFPC shall use the data obtained pursuant to Section 8.1 and 8.2 for required federal reporting and to apply for grant funding as available, and the DFPC shall maintain such data for at least two (2) years. Further, the DFPC shall assist the County and Sheriff with training regarding the NFIRS.

Section 9. PRESCRIBED BURNING

Prior to performing any Prescribed Burning in the county, the Party undertaking such Prescribed Burning shall develop a prescribed fire plan. The Parties shall inform one another prior to performing Prescribed Burning. The Parties shall follow the *Colorado Prescribed Fire Planning and Implementation Policy Guide* for any Prescribed Burning in the county, unless the County has adopted guidelines or standards meeting or exceeding the standards enumerated in C.R.S. § 24-33.5-1217.5. The DFPC may enter into an agreement with the County and/or the Sheriff to provide Prescribed Burning services pursuant to C.R.S. § 24-33.5-1217(6)(a).

All notices of Prescribed Burning shall be addressed to the respective Parties as follows:

DFPC: DFPC Regional Fire Management Officer

(address/phone/email)

County and Sheriff:

BRETT L. POWELL
LOGAN COUNTY SHERIFF
110 REVERVIEW RD #1116
STERLING CO 80751
970-522-2578 bpowell@logancoSheriff.com
(name/title/address/phone/email)

Section 10. BILLING AND PAYMENT

10.1 General Provisions. The Parties shall ensure that the County and/or the Sheriff are parties to any Mutual Aid Agreements, cost share agreements, or other agreements that apportion any Wildland Fire expenses to the County and/or the Sheriff and those agreements shall comply with State law. Any invoice from the DFPC to the County and/or the Sheriff for any expense incurred by any agency for a Wildland Fire occurring in the county shall include a copy of a written and executed Mutual Aid Agreement, cost share agreement, or other appropriate agreement apportioning such expense to the County and/or the Sheriff. DFPC serves as the coordinator for all inter-jurisdictional Wildland fire billing in Colorado.

In that capacity, the DFPC may charge the County and the Sheriff a *Cost of Overhead* fee not to exceed thirteen percent (13%) of the total amount billed to the County at a rate that adequately offsets the cost of providing the billing services.

10.2 Procedure to Invoice the County and the Sheriff. Following any Wildland Fire that may incur a cost to County or the Sheriff, the DFPC shall assist the County and the Sheriff by requesting cost reports from assisting agencies and producing invoices payable by the County. To start the process, within thirty (30) days after declared containment of the Wildland Fire, the County and/or the Sheriff shall submit to the DFPC a written request for cost reports from assisting agencies. Following receipt of the County and/or the Sheriff's written request, the DFPC shall request cost reports from assisting agencies for review and validation by the County and/or the Sheriff. Following the County and/or the Sheriff's review and validation, the DFPC shall make reasonable efforts to submit written invoices, along with adequate supporting documentation, to the County and/or the Sheriff within one hundred and twenty (120) days after the date the Wildland Fire is declared contained. If the DFPC cannot submit written invoices within one hundred and twenty (120) days, the DFPC shall at a minimum submit a written estimate of the anticipated expenses by November 15th of the year in which the Wildland Fire occurred.

Section 11. GENERAL PROVISIONS

11.1 Term. The Term of this Agreement shall commence on the date the last Party signs and shall remain in effect for five (5) years from that date. Any Party shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties to this Agreement.

11.2 Repeal of Prior Agreements. This Agreement, upon full execution, shall repeal and replace any other prior agreements between the Parties relating to cooperative Wildfire protection within the county.

11.3 Amendments or Extensions. Amendments or extensions, save any subject to rulemaking, within the scope of this Agreement shall only be made by mutual consent of the Parties to this Agreement by issuance of a written modification, signed and dated by all Parties to this Agreement, prior to any changes taking effect. No Party is obligated to fund any changes

not properly approved in advance.

11.4 Notices. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed effective upon delivery, if delivered personally, or three (3) calendar days after mailing if deposited in the U.S. Mail, postage prepaid, and addressed to the respective parties as follows:

DFPC: Division Director
690 Kipling Street, #2000
Lakewood, Colorado 80215

County: _____

Sheriff: _____

11.5 Captions, Construction and Severability. The captions and headings used in this Agreement are for identification only, and will be disregarded in any construction of the Agreement provisions. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

11.6 Ability to Contract. Each Party represents that it is not subject to any restrictive obligations imposed by any other agreement that would impair its ability to perform its obligations hereunder. The individual or individuals signing on behalf of each Party represent that they are fully authorized by law, statute, delegation, or otherwise to execute this Agreement and make it binding and enforceable against the Party on whose behalf the individual or individuals is or are signing.

11.7 Signatures. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile machine copies or scanned versions of an original signature by any Party shall be binding as if they were original signatures.

11.8 Appropriations. Because this Agreement involves the expenditure of public funds, all obligations under this Agreement are contingent upon appropriation and continued availability of funds for such obligations. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or the laws of the State of Colorado.

11.9 Colorado Special Provisions. The following Special Provisions are required by law to be contained in every agreement of the State of Colorado. Any conflict between the Special Provisions and any other provision of this Agreement shall be resolved in favor of the applicable Special Provision:

(a) Controller's Approval; C.R.S. § 24-30-202(1). This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.

(b) Fund Availability; C.R.S. § 24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

(c) Governmental Immunity. 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.*, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.

(d) Independent Contractor. The County and the Sheriff shall perform their duties hereunder as independent contractors and not as employees. Neither the County nor the Sheriff nor any agent or employee of either of them shall be deemed to be an agent or employee of the State. The County and the Sheriff and their employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for the County or the Sheriff or any of their agents or employees. Unemployment insurance benefits will be available to the County and the Sheriff and their employees and agents only if such coverage is made available by the County or Sheriff or a third party. The County and the Sheriff shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. The County and the Sheriff shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. The County and the Sheriff shall (a) keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for their acts and those of its employees and agents.

(e) Compliance with Law. The County and the Sheriff shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

(f) Choice of Law. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of

complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

(g) Binding Arbitration Prohibited. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

(h) Software Piracy Prohibition; Governor's Executive Order D 002 00. State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. The County and the Sheriff hereby certify and warrant that, during the term of this Agreement and any extensions, the County and the Sheriff have and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the County or the Sheriff, or both, are in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

(i) Employee Financial Interest/Conflict of Interest; C.R.S. §§ 24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. The County and the Sheriff have no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the County's or Sheriff's services and the County and the Sheriff shall not employ any person having such known interests.

(j) Public Contracts with Natural Persons; C.R.S. § 24-76.5-101. The County and the Sheriff, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of C.R.S. § 24-76.5-101 *et seq.*, and (c) if requested by the State, has produced one form of identification required by C.R.S. § 24-76.5-103 prior to the effective date of this Contract.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

LOGAN COUNTY, COLORADO:

Board of County Commissioners:

By: _____
Chair

Print Name & Title of
Authorized Officer

ATTEST:
(SEAL)

County Clerk

County Sheriff:

By:  _____
Sheriff

STATE OF COLORADO:
John W. Hickenlooper, GOVERNOR

Department of Public Safety, Division of Fire Prevention and Control

By: _____
Paul L. Cooke
Director

APPROVED:

LEGAL SUFFICIENCY:
DEPARTMENT OF LAW
Cynthia H. Coffman
Attorney General

By: _____

**ALL CONTRACTS MUST BE APPROVED
BY THE STATE CONTROLLER**

C.R.S. § 24-30-202 requires that the State Controller approve all state contracts. This Agreement is not valid until the State Controller, or such assistant as he may delegate, has signed it.

STATE CONTROLLER:
ROBERT JAROS, CPA, MBA, JD

By: _____
Date: _____

Exhibit A: *County Annual Operating Plan Template*

2015 [Click here to enter text.](#)COUNTY
ANNUAL OPERATING PLAN

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PREAMBLE

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PURPOSE

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AUTHORITIES

- Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement Between:
 - BUREAU OF LAND MANAGEMENT – COLORADO Agreement Number BLM-MOU-CO-538
 - NATIONAL PARK SERVICE – INTERMOUNTAIN REGION Agreement Number F1249110016
 - BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION (no agreement number)
 - UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION
 - UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE – ROCKY MOUNTAIN REGION Agreement Number 11-FI-11020000-017
- [Click here to enter text.](#) County, Intergovernmental Agreement for Participation in the Colorado Emergency Fire Fund, CSFS #108
- Agreement for Cooperative Wildfire Protection in [Click here to enter text.](#) County, CSFS #109

RECITALS

[Click here to enter text.](#)

INTERAGENCY COOPERATION

Interagency Dispatch Centers

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Interagency Resources

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Standards

[Click here to enter text.](#)

PREPAREDNESS

Protection Planning

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Protection Areas and Boundaries

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Methods of Fire Protection and Suppression

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Reciprocal (Mutual Aid) Fire Assistance

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Acquisition of Services

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Joint Projects and Project Plans

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Fire Prevention

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Public Use Restrictions

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Burning Permits

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Prescribed Fire (Planned Ignitions) and Fuels Management

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Smoke Management

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OPERATIONS

Fire Notifications

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Boundary Line Fires

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Response to Wildland Fire

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Special Management Considerations

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Decision Process

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Cooperation

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Communication

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Cost efficiency

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Delegation of Authority

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Preservation of Evidence

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STATE EMERGENCY FIRE FUND (EFF)

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USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Cost Share Agreement (Cost Share Methodologies)

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Training

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Communication Systems

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Fire Weather Systems

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Aviation Operations

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Billing Procedures

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GENERAL PROVISIONS

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Personnel Policy

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Modification

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Annual Review

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Duration of Agreement

[Click here to enter text.](#)

Previous Agreements Superseded

[Click here to enter text.](#)

SIGNATURES

Authorized Representatives

Click here to enter text. COUNTY SIGNATURES

Signature

Date

Click here to enter text.

Printed Name

County Sheriff

Title

Signature

Date

Click here to enter text.

Printed Name

County Commissioner

Title

COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE

Signature

Date

Click here to enter text.

Printed Name

Regional Fire Management Officer

Title

FEDERAL LAND MANAGEMENT AGENCY SIGNATURES

Signature

Date

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Click here to enter text.

Printed Name

Title

Click here to enter text.

Federal Agency, Unit

Signature

Date

Click here to enter text.

Click here to enter text.

Printed Name

Title

Click here to enter text.

Federal Agency, Unit

Signature

Date

Click here to enter text.

Click here to enter text.

Printed Name

Title

Click here to enter text.

Federal Agency, Unit

Signature

Date

Click here to enter text.

Click here to enter text.

Printed Name

Title

Click here to enter text.

Federal Agency, Unit

Exhibit B: *DFPC Analysis Form*

EXHIBIT B

DFPC ANALYSIS FORM

(Complete this form daily, as appropriate, based on the fire situation)

Date: _____ Time: _____ County: _____ Fire Name: _____

Location: Lat/Long _____ Legal: T__ R__ Section(s) _____

	Current		Predicted	
	Yes	No	Yes	No
I. Resources				
a. Has the normal mutual aid network been fully implemented?				
b. Has the County committed all of its wildland resources defined in the County operating plan?				
c. Have aviation resources been ordered?				
d. Is the fire beyond the capability of local management team?				
e. Is water supply limiting suppression efforts?				
f. Is there a need for Interagency Regional or National resources?				
g. Is the availability of additional resources hampering suppression efforts?				
II. Values at Risk				
a. Is the general public threatened?				
b. Are structures threatened?				
c. Are there unusually hazardous firefighting conditions?				
d. Are historical values at risk?				
e. Does the fire involve mixed land ownership?				
f. Is critical infrastructure threatened?				
III. Fire Behavior				
a. Is fire behavior dictating an indirect control strategy?				
b. Is extreme fire behavior present?				
c. Is the 1000 hour fuel moisture below 12%?				
d. Is the fuel type and condition conducive to rapid				

	Current		Predicted	
	Yes	No	Yes	No
spread?				
e. Is accessibility limiting suppression efforts?				
f. Is the rate of spread beyond the suppression capability of local resources?				
g. Is fire burning on slope greater than 30%?				
IV. Fire Weather				
a. Are wind speeds greater than 20 mph?				
b. Is the temperature above seasonal average for fire location?				
c. Is the RH below 15%?				
d. Are there any critical fire weather events?				
V. Other Considerations				
a. Are there political or economic concerns?				
b. Are non-fire incidents occurring which have an impact on fire operations?				
c. Is additional aviation management or oversight needed?				
d.				
e.				
VI. Totals	A	B	C	D

Current (A) ___ + Predicted (C) ___ = _____

Current (B) ___ + Predicted (D) ___ = _____

To qualify for EFF or State financial assistance, answers must reflect a total local level commitment to the fire.

To qualify for EFF, total of Columns A + C must be equal to or greater than 35. If the incident does not qualify for EFF, DFPC may assist the County in seeking State financial assistance if available.

 Sheriff or Designee's Signature

 DFPC Director or Designee's Signature

DFPC DIRECTOR RESPONSE:

AGREEMENT

This Agreement is entered into this 29th day of February, 2016, by and between WAGNER'S CARNIVAL, LLC, whose address is P.O. Box 917, Aransas Pass, TX 78335, hereinafter referred to as "Amusement Contractor" and the BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, whose address is Logan County Courthouse, 315 Main Street, Suite 2, Sterling, CO 80751, hereinafter referred to as "County".

In consideration of the mutual promises, covenants, and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Commencing on Tuesday, August 2, 2016, through Sunday, August 7, 2016, (the "2016 Logan County Fair") Amusement Contractor shall set up and operate, at its own expense, a complete carnival at the Logan County Fairgrounds, Sterling, CO.
2. Amusement Contractor will be required to show that all carnival rides, including any operated by subcontractors, have passed the Colorado State Safety Inspection. Such proof shall be provided to County no later than July 15, 2016, and no later than July 15 in any succeeding year in which this contract is renewed, and the safety certification shall remain in effect at all times during which carnival rides are operated. All amusement rides and games shall be operated in accordance with all applicable laws and regulations, and in the event any ride or game is required to be shut down or otherwise rendered non-operational by an enforcement agency for safety, gambling, or other reason, said ride or game shall remain non-operational until the ride or game fully complies with the applicable law or regulation, but such act shall not excuse Amusement Contractor of its obligations under this Agreement.
3. County agrees to provide and make available, at no charge to Amusement Contractor, adequate space at the fairgrounds for the set up and operation of its games, rides, and concessions. The set up of all rides will be on pads and not stakes. County shall also provide electrical and water service at the site for camper hookups only, at no charge. Any alterations to electrical hookups shall have prior approval of the County's fairground personnel and be completed by a licensed electrician. County shall also advertise the Logan County Fair in the Sterling newspapers and local radio stations in advance of the fair.
4. Amusement Contractor, at its expense, agrees to furnish all tickets, ticket booths, carnival personnel, games, rides, concessions, music, lighting, and all other equipment or utilities, including electricity, needed to operate its carnival. At the conclusion of the 2016 Logan County Fair, Amusement Contractor agrees to clean up the premises and leave the premises in the same condition that existed at the time of set up and commencement of operation of its games, rides, and concessions. All garbage and refuse shall be deposited in such containers as provided by County for such purposes.
5. Amusement Contractor agrees to pay, in cash or certified funds, to County a percentage of its gross receipts from all rides, shows, and concessions (Gross Receipts) operated during the 2016 Logan County Fair. The percentage paid to County by Amusement Contractor shall be

Fifteen Percent (15%) of the first Forty Thousand Dollars (\$40,000) of the Gross Receipts; and Twenty Five Percent (25%) of all Gross Receipts in excess of Forty Thousand Dollars (\$40,000). Amusement Contractor guarantees a minimum payment to County of Ten Thousand Dollars (\$10,000) in the event the total Gross Receipts are less than Fifty Two Thousand Dollars (\$52,000). At the close of business each day, Amusement Contractor shall pay to County a percentage of the day's Gross Receipts based on the percentages set forth above. No equipment may be removed from the Logan County Fairgrounds until County has been paid in full. Amusement Contractor agrees to allow a representative of County to examine Amusement Contractor's books, records, tickets, and ticket sales for each day.

6. On the date this Agreement is signed and on the date this Agreement renews for the next succeeding county fair, Amusement Contractor shall pay to County, in cash or certified funds, the sum of Five Thousand Dollars (\$5,000.00), which amount will be credited to the total amount owed by Amusement Contractor to County under this Agreement for each applicable county fair. For purposes of this paragraph 6, the date this Agreement is renewed shall be deemed to occur on the date the County provides the written notice of the dates for the successive county fair, as provided in paragraph 14, below.

7. In the event Amusement Contractor fails to pay any amounts owed under this Agreement, Amusement Contractor agrees to pay interest on the same at the rate of 18% per annum until paid and to pay all reasonable attorney's fees incurred by County in collecting such sums.

8. Amusement Contractor agrees to obtain and maintain in full force and effect for the entire period that it is setting up, operating or dismantling the amusement rides, games, and concessions, liability insurance in a sum of not less than one million (\$1,000,000) dollars. Said insurance policy shall name Logan County as an additional insured. Amusement Contractor shall deliver to the County an endorsement from the insurance company showing that such insurance is in effect and that County is covered by the same, no later than 60 days prior to the set up of any game, ride, or concession. Amusement Contractor shall also deliver to County proof of payment of the insurance premium. In the event Amusement Contractor hires any subcontractors to operate any rides, games or concessions, Amusement Contractor shall be responsible for providing evidence of subcontractor's liability insurance in a sum of not less than one million (\$1,000,000) dollars, which insurance shall also name Logan County as an additional insured. Evidence of a subcontractor's liability insurance and payment of premium shall be provided at the times specified in this paragraph for Amusement Contractor's performance.

9. Amusement Contractor agrees to save, indemnify, and hold harmless County from any claim or demand whatsoever, for any and all personal injuries or property damage arising out of or caused by the operation of any game, ride, or concession, including any game, ride or concession operated by any subcontractor hired by Amusement Contractor.

10. County agrees that it will not employ or enter into any contracts for any other carnival to operate during the 2016 Logan County Fair or, if this agreement renews as provided herein, during any applicable succeeding county fair.

11. Amusement Contractor agrees to have all equipment, games, rides, concessions and personnel in place and operating for the 2016 Logan County Fair commencing on TUESDAY, August 2, 2016, at 4:00 p.m. Amusement Contractor further agrees that it will not remove any equipment, games, rides, or concessions, and will continue operating same, until the fair ends at 10:00 p.m. on SUNDAY, August 7, 2016. Amusement contractor further agrees that its amusement rides will include, for the 2016 Logan County Fair and in any applicable succeeding county fair, a minimum of at least eleven (11) adult and seven (7) children's amusement rides, including a Ferris Wheel in either category.

12. This Agreement shall be binding on the parties hereto, their heirs, successors and personal representatives. Assignment of the obligations of Amusement Contractor is prohibited without the prior written consent of County, which consent may be withheld at the sole discretion of County.

13. No amendment of this Agreement is valid unless in writing and signed by both parties. In the event of any dispute, this Agreement shall be construed in accordance with the laws of the State of Colorado, and if such dispute cannot be resolved between the parties, the same shall be submitted to the Logan County District Court for resolution. Amusement Contractor hereby consents to the jurisdiction of such court.

14. Provided that Amusement Contractor fully complies with all material obligations under this Agreement for the 2016 Logan County Fair, this Agreement shall automatically renew with identical terms and conditions for the 2017 Logan County Fair and 2018 Logan County Fair. Written notice setting forth the dates for the 2017 Logan County Fair and 2018 Logan County Fair, and the associated dates and times for operation of the carnival, shall be provided by County to Amusement Contractor within a reasonable amount of time after dates for the ensuing county fair are determined but in no event later than November 15 of the prior year. The parties acknowledge and mutually agree that the Amusement Contractor shall have all equipment, games, rides, concessions and personnel in place and operating from 4:00 p.m. on TUESDAY until 10:00 p.m. on SUNDAY, during the 2017 and 2018 Logan County Fairs, if this agreement renews as provided above. As required by law, the County's obligation to perform this Agreement as to the county fairs occurring in 2017 and 2018 is subject to a first and prior appropriation of sufficient funds by the governing board of Logan County as may be required for the performance of this Agreement, failing which, this Agreement shall terminate without further liability or obligation of either party.

15. This contract represents the entire agreement of the parties hereto and incorporates all prior agreements. No modification shall be binding on either of the parties hereto unless in writing and executed by both parties.

16. No waiver of any provision of, or default under this Agreement will be considered valid unless in writing. No such waiver will be deemed a waiver of any subsequent default of the same or similar nature.

17. Without additional consideration, each party agrees to sign, acknowledge and deliver any further instruments and documents as may be reasonably necessary or desirable to carry out the specific terms and the intent of this Agreement.

18. If any provision of this Agreement is unenforceable or invalid for any reason, the remainder of this Agreement will continue in effect.

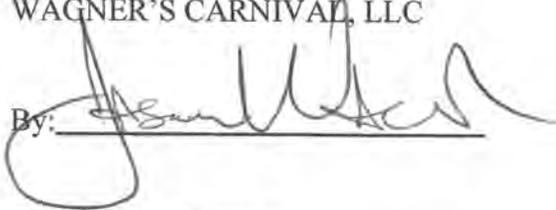
19. Amusement Contractor agrees to provide at its own expense the on-site services of a mutually acceptable representative of Amusement Contractor for management and supervision of all carnival operations during each applicable county fair.

WHEREFORE, this Agreement is entered into as of the date first written above.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

AMUSEMENT CONTRACTOR:
WAGNER'S CARNIVAL, LLC

Rocky L. Samber, Chairman

By:  _____

Gene A. Meisner

Name: Jason Wagner

Title: Member-Manager

David G. Donaldson

ATTEST:

County Clerk & Recorder

(Seal)

**Colorado Office of Economic Development
and International Trade**

Community Development Block Grant

Business Loan Funds Application

1625 Broadway, Suite 2700
Denver, CO 80202
(303) 892-3840

Printed June 1, 2015

**APPLICATION CHECKLIST
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUND**

Applications will be considered on an on-going basis if funds are available. For multi-jurisdictional applications, a copy of the application must be available for public review in each participating jurisdiction-- as required by HUD. A complete Community Development Block Grant (CDBG) application consists of:

1. **Application Forms.** One signed original (signature of the chief elected official).

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to sign this form.

2. **Applicant Statement of Assurances and Certifications.** One signed original (signature of the chief elected official).

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to sign this form.

3. **Citizen Participation Plan.** One signed original (signature of the chief elected official).

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to have a Citizen Participation Plan and to submit it with the application.

4. **Public Hearing.** Original publisher's affidavit with an attached copy of the public notice. At least one public hearing must be held prior to the submission of an application. Adequate notice of the public hearing must be published at least once in a newspaper of general circulation at least 5 days prior to the public hearing. It should also be posted in the City/Town Hall or County Courthouse and in other places frequented by the public, especially low and moderate income persons, benefitting from or affected by proposed CDBG activities.

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to publish a notice pertaining to the public hearing in at least one newspaper in their jurisdiction having area-wide circulation and each participating jurisdiction is required to hold at least one public hearing. This may be one combined public meeting if properly advertised in the other jurisdictions.

5. **Intergovernmental Agreement.** Required only in the case of a multi-jurisdictional application. One signed original (signatures of the chief elected officials) of a fully executed, legally binding cooperation agreement between the designated lead jurisdiction and all other directly participating municipalities and counties.

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to sign this agreement.

6. **Residential Anti-displacement and Relocation Assistance Plan.** One signed original (signature of the chief elected official).

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to have a Residential Anti-displacement and Relocation Plan and to submit it with the application.

Please forward the completed application to:

**Colorado Office of Economic Development
and International Trade**

Robert Todd

1625 Broadway, Suite 2700

Denver, Colorado 80202

Phone: (303) 892-3840

Fax: (303) 892-3848

TDD: 1-800-659-2656

Grantee DUN's # 18-280-1431

**APPLICATION FORMS
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUND**

Applicant: Yuma County Board of County Commissioners Date: 1/28/16
 Address: 310 Ash Street, Suite A Phone: (970)332-5796
 City, State, Zip: Wray, CO 80758
 Contact: Robin Wiley Title: Chair
 Duns Number 18-280-1431

Sub-Grantee: Northeastern Colorado Revolving Loan Fund
 Address: P O Box 262 Phone: (970) 848-3150
 City, State, Zip: Yuma, CO 80759
 Contact: Valerie Hibbert Title: Administrator/CEO
 Duns Number 968662101

Service Area: Yuma, Logan, Morgan, Sedgwick, Phillips, and Washington Counties

Funds Requested: \$580,000

Proposed CDBG Budget:

<u>Activity</u>	<u>Amount</u>	<u>Source</u>	<u>Status</u>
1. Assistance to Businesses:	\$500,000	CDBG Grant	Subject to OED approval
Proposed Leverage	\$500,000	Revolved	Subject to lender approval
	\$900,000	Banks, etc	Various business equity
2. Administration:	\$307,886	Revolved	Pd from revolved funds
Proposed Match	\$80,000	CDBG Grant	Subject to OED approval
3. Other: (describe if any)			

4. Please outline the proposed *administrative* budget for *each* year of the proposed business loan fund contract term as follows:

BLF ANNUAL BUDGET

	<u>TOTAL</u>	<u>CDBG Funds Requested</u>	<u>Other Funds</u>	<u>Source</u>
A. ADMINISTRATION:				
<u>Personnel (list by position):</u>				
Administrator	\$89,793	20,000	69,793	CDBG/Misc
Administrative Assistant	37,330	9,500	27,830	CDBG/Misc
<u>Operating:</u>				
Audit	5,800	1,000	4,800	CDBG/Misc
Equipment	2,500	500	2,000	CDBG/Misc
Rent/Repair/Utilities	7,800	2,000	5,800	CDBG/Misc
Workman's Comp	500	00	500	CDBG/Misc
Board meeting & Misc	16,500	00	16,500	CDBG/Misc
Postage	700	00	700	CDBG/Misc
Promotions/Publications	1,000	00	1,000	CDBG/Misc
Supplies	3,000	1,000	2,000	CDBG/Misc
Telephone	4,700	1,000	3,700	CDBG/Misc
Legal	15,000	3,000	12,000	CDBG/Misc
Loan	1,000	00	1,000	CDBG/Misc
Filing fees	1,820	00	1,820	CDBG/Misc
<u>Travel:</u>				
Travel/Conference/Hotel/Food	3,000	1,000	2,000	CDBG/Misc
Vehicle	3,500	1,000	2,500	CDBG/Misc
<u>Other:</u>				
Total	\$193,943	\$40,000	\$153,943	
B. OTHER FUNDS REQUESTED OR COMMITTE				

Please describe how the proposed BLF policies address the following required elements:

1. **Job Creation/Retention (and National Objective):**
In consideration for our loan, the borrower must agree to create or retain, within 12 months from closing, one permanent job for each \$20,000, or fraction thereof, loaned by the NCRLF. Permanent jobs are defined for seasonal workers as those which are their main source, lasting over 6 months of the year. At least 51% of the jobs created or retained shall be filled by low-to-moderate income persons according to CDBG guidelines. Micro Enterprise Loan Fund utilizes the same CDBG guidelines. Job tracking is accomplished through audits conducted by the NCRLF.
2. **Business Types:**
The purpose of the NCRLF is to create new employment and expand the economic base through the provision of investment capital to new and expanding businesses within the Northeastern Colorado area. It is the intent of the NCRLF to offer loans to applicants that otherwise could not obtain conventional financing. It is not a replacement for or in competition with established loan sources. It is the intent of the NCRLF to loan to those projects that expand available dollars in the area through the creation of new businesses and/or recapture of business previously lost. It is not the purpose of the NCRLF to help finance projects that compete and/or dilute the economic base now shared by existing business. To do so would be to weaken the existing economy further and threaten employment.
3. **Minimum & Maximum Amounts of loans to be made:**
\$25,000 to \$250,000 – Loans up to \$25,000 may be handled through the use of revolved funds.
4. **Leveraging:**
All applicants must exhaust conventional and other sources of capital before becoming eligible for NCRLF funds. If this results in a financing GAP, the NCRLF will review the loan request. The standard leveraging required is 50% applicant to 50% NCRLF (1-1).
5. **Rates & Terms:**
Interest rates vary from 4% to 20%, however, loan rates shall be no higher than the New York Prime plus 1.5%. Terms are between 3 and 10 years depending on our analysis of prospect's cash flow and type of collateral being offered. Equity positions will also be considered and will be limited to preferred stock carrying a cumulative dividend, in lieu of interest. Payments are normally made monthly but may be modified after analysis to insure business profitability.
6. **Fees:**
An application (analysis) fee of \$50 is required with the loan application. An origination fee of up to 2% may be charged but it has been the policy to charge 1.5% of the principal loaned. Other incidental costs may be charged but it has been the policy not to do so.
7. **Use of Proceeds:**
Funds loaned are generally used to purchase equipment or to provide working capital. Any project triggering Davis-Bacon is not permitted according to our by-laws. All requirements for documentation of use of proceeds as required by HUD regulations are adhered to.
8. **Collateral Requirements:**
Any collateral available for attachment will be executed. This includes trust deeds on real estate and UCC filings of security interest on equipment, accounts receivable and inventory. Personal guarantees are also filed.
9. **Types of Assistance: (loans, equity, guarantees, etc.)**
Loans are the predominant forms of assistance provided. We do consider and have taken equity

positions in lieu of loans. These have been preferred, cumulative stock with an expected rate of return. The NCRLF also provides financial advice and counseling to businesses in its region and also works closely with the SBDC in Northeastern Colorado area.

Past Performance:

CDBG Total Assistance	\$ 6,212,505
CDBG Administration	\$ 751,130
CDBG Business Assistance	\$ 5,492,875
Admin/Total Ratio	12 %
Admin/Bus. Assistance Ratio	88 %
Loans Made	58
Jobs Created/Retained	772.5
Low/Mod Jobs	538
% Low/Mod Jobs	69.6 %
Defaults	12
CDBG Funds Lost	\$ 963,792
Loss as a % of Total Assistance	15.9 %
Loss as a % of Loans Made	20.7 %
Leveraged Funds Proposed	\$ 12,415,000
Leveraged Funds Actual	\$ 39,039,247

Management:

- Please describe your proposed administrative structure. Specify who is responsible for completing defined tasks. Be specific.

Project Manager/Project Coordinator (Responsible for day-to-day operations_ Valerie Smith-Hibbert
 Pertinent Experience- 7.5 years with NCRLF. Experience in loan underwriting, budget, and compliance with regulations. Knowledge and experience in loan and business plans, fiscal accounting, leveraging, investments, and sources of ongoing business assistance, administration of project on daily basis.
 Responsibilities – Will act as the responsible administrator, direct supervisor of fiscal administrator, and act as certifying office. Will receive reports and recommendations of NCRLF advisory board. Technical business plan review, fiscal administration, preparation of monthly reports, packaging of loans including use of SBA and CHFA programs, monitoring loans on a quarterly basis for compliance and need for technical help.

Fiscal Administrator/Coordinator/Administrative Assistant – Andrea Olsen
 Pertinent Experience – 2 years in position
 Responsibilities-Financial and accounting administration, and other duties as Assigned.
- Describe the composition of your loan committee. Describe its relationship to the governing board. The loan committee and the governing board are one in the same. The Northeastern Colorado Revolving Loan Fund Loan Advisory Committee is composed of 2 representatives from each entity for a total of 12 eligible voting members. The committee shall review loan applications, receive reports and recommendations from the NCRLF Project Coordinator, and provide guidance and direction to

same, provide recommendations to project manager, recommend goals, objectives, loan rates, and strategies, and be a communication link to the public.

3. Describe the relationship between the BLF and the unit of local government which is sponsoring this application.
A sub-grantee agreement (management contract) is in effect between the Lead County (Yuma) and the Northeastern Colorado Revolving Loan Fund, (a 501(c)3, non-profit corporation). This contract defines the role of the NCRLF in providing the services of a revolving loan fund.
4. Describe the relationship between the BLF and lending institutions in the service area.
The NCRLF has established a personal relationship to all banks in the service area. All have information about the revolving loan fund's policies and procedures. A regular program is in effect to keep them informed and up to date on the NCRLF's activities. Most banks now refer potential small loan clients to the NCRLF for review. The NCRLF also acts as a financial advisor to banks on other government programs such as SBA,504 and CHFA program
5. How does the BLF relate and coordinate with other economic development activities in the area?
The NCRLF board's policy is to encourage all aspects of economic development in the service area and has directed its administrator to work to this end. She also has a working relationship with all chambers of commerce, volunteer economic development organizations, and all professional economic developers in the service area.

6. Please attach a proposed project list. The list should include: type of project; amount requested; and status.

<u>Location</u>	<u>Type/Business</u>	<u># Jobs</u>	<u>Matching Funds</u>	<u>NCRLF Funds</u>
Logan	Ag Manufacturing	8	240,000	160,000
Morgan County	Jerky Processing Facility	10	300,000	190,000
All	Micro Enterprise Loan Fund	8	150,000	150,000

7. Please attach a copy of your Loan Policy for Regular and Micro Enterprise Loans.

To the best of my knowledge and belief, statements and data in this application are true and correct and their submission has been duly authorized by the governing body of all participating jurisdictions.

Robin Wiley, Chair

Yuma County Board of Commissioners _____
Date

Rockie Samber, Chair

Logan County Board of Commissioners _____
Date

Laura Teague, Chair

Morgan County Board of Commissioners _____
Date

Don Lock, Chair

Phillips County Board of Commissioners _____
Date

Mark Turner, Chair

Sedgwick County Board of Commissioners _____
Date

LeaAnn Laybourn, Chair

Washington County Board of Commissioners _____
Date

**APPLICANT STATEMENT OF ASSURANCES AND CERTIFICATIONS
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUNDS**

The applicant hereby assures and certifies that:

- (a) It:
- (1) Possesses legal authority to apply for the grant and to execute the proposed project, and its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer and/or other designated official representatives to act in connection with the application and to provide such additional information as may be required; and
 - (2) Has developed its application, including its projected use of funds, so as to give maximum feasible priority to activities which will benefit low and moderate income persons or aid in the prevention or elimination of slums or blight. (The requirement for this certification will not preclude the State from approving an application where the applicant certifies and the State determines, that all or part of the proposed project activities are designed to meet other community development needs that have arisen during the preceding twelve-month period and have particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and where other financial resources are not available to meet such needs.) Furthermore:
 - (A) With respect to activities it claims benefit low and moderate income persons, it has determined and documented that not less than fifty-one percent (51%) of the beneficiaries of the activity are low and moderate income persons; and
 - (B) With respect to activities it claims aid in the elimination of slums or blight, it has determined and documented:
 - (i) For activities to address slums or blight on an area basis:
 - (I) The area meets a definition of a slum, blighted, deteriorated or deteriorating area under State or local law;
 - (II) Throughout the area, at least twenty-five percent (25%) of the buildings are in a state of deterioration or two or more types of public improvements are in a state of deterioration;
 - (III) Documentation is being maintained on the boundaries of the area and the condition which qualified the area at the time of its designation;
 - (IV) The assisted activity addresses one or more of the conditions which contributed to the deterioration of the area; and
 - (V) Rehabilitation will only be undertaken on residential structures which are not occupied by low and moderate income persons if such structures are substandard under local definition, and provided that all deficiencies making such structure substandard must be corrected before less critical work on the structure may be

undertaken.

- (ii) For activities to address slum or blight on a spot basis, the activities must be designed to eliminate specific conditions of blight or physical decay and must be limited to acquisition, clearance, relocation, historic preservation and rehabilitation of buildings, but only to the extent necessary to eliminate specific conditions detrimental to public health and safety.

(b) It is following a detailed citizen participation plan which:

- (1) Provides for and encourages citizen participation with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Community Development Block Grant (CDBG) funds are proposed to be used;
- (2) Provides citizens with reasonable and timely access to local meetings, information, and records relating to its proposed and actual use of CDBG funds;
- (3) Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the applicant;
- (4) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
- (5) Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
- (6) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to have a Citizen Participation Plan and to submit it with the application.

(c) It has provided for and encouraged citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, by:

- (1) Furnishing citizens information concerning the amount of funds available for proposed community development and housing activities and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income and its plans for minimizing displacement of persons as a result of activities assisted with CDBG funds and to assist persons actually displaced as a result of such activities;
- (2) Publishing a proposed project plan/application in such a manner to afford citizens an opportunity to examine its content and to submit comments on the proposed project plan/application and on the community development performance of the jurisdiction(s);
- (3) Holding one or more public hearings, as indicated below, to obtain citizen views and to

respond to proposals and questions related to community development and housing needs, proposed activities and past CDBG performance. All hearings will be held no sooner than five days after notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped and for the needs of non-English speaking residents where a significant number of such residents may reasonably be expected to participate.

<u>Applicant's Public Hearing</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Yuma County Commissioners Office	2-16-16	11:00 AM	Yuma County Courthouse

- (4) As applicable, providing citizens with reasonable and timely access to local meetings, information and records regarding its proposed and past use of CDBG funds;
- (5) In preparing its project plan/application, considering any such comments and views and, if deemed appropriate, modifying the proposed project plan/application;
- (6) Making the final project plan/application available to the public; and
- (7) Identifying its community development and housing needs, including the needs of low and moderate income persons, and the activities to be undertaken to meet such needs.

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to have a Citizen Participation Plan and to submit it with the application.

- (d) In the event it is awarded CDBG funds by the State it will:
 - (1) Follow a residential anti-displacement and relocation assistance plan which shall:
 - (A) In the event of such displacement, provide that:
 - (i) Governmental agencies or private developers shall provide within the same community comparable replacement dwellings for the same number of occupants as could have been housed in the occupied and vacant occupiable low and moderate income dwelling units demolished or converted to use other than for housing for low and moderate income persons, and provide that such replacement housing may include existing housing assisted with project based assistance provided under Section 8 of the United States Housing Act of 1937;
 - (ii) Such comparable replacement dwellings shall be designed to remain affordable to persons of low and moderate income for 10 years from the time of initial occupancy;
 - (iii) Relocation benefits shall be provided for all low or moderate income persons who occupied housing demolished or converted to a use other than for low or moderate income housing, including reimbursement for actual and reasonable moving expenses, security deposits, credit checks, and other moving-related expenses, including any interim living costs; and, in the case of displaced persons of low and moderate income, provide either:
 - (I) compensation sufficient to ensure that, for a 5-year period, the displaced families shall not bear, after relocation, a

ratio of shelter costs to income that exceeds 30 percent; or

- (II) if elected by a family, a lump-sum payment equal to the capitalized value of the benefits available under sub-clause (I) to permit the household to secure participation in a housing cooperative or mutual housing association.
- (iv) Persons displaced shall be relocated into comparable replacement housing that is:
 - (I) decent, safe, and sanitary;
 - (II) adequate in size to accommodate the occupants;
 - (III) functionally equivalent; and
 - (IV) in an area not subject to unreasonably adverse environmental conditions.
- (B) Persons displaced shall have the right to elect, as an alternative to the benefits under this subsection to receive benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 if such persons determine that it is in their best interest to do so; and
- (C) Where a claim for assistance under subparagraph (A)(iv) is denied by grantee, the claimant may appeal to the State, and that the decision of the State shall be final unless a court determines the decision was arbitrary and capricious.

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to have a Residential Anti-displacement and Relocation Assistance Plan and to submit it with the application.

- (2) Comply with the provisions of the above paragraph (1) except that paragraphs (A)(i) and (A)(ii) shall not apply in any case in which the Secretary of the U.S. Department of Housing and Urban Development finds, on the basis of objective data, that there is available in the area an adequate supply of habitable affordable housing for low and moderate income persons. A determination under this paragraph is final and non-reviewable.
 - (3) Provide citizens with reasonable notice of, and opportunity to comment on, any substantial change proposed to be made in the use of CDBG funds from one eligible activity to another by following the same procedures required in paragraph (c) for the preparation and submission of the final project plan/application.
- (e) It will:
- (1) Minimize displacement of persons as a result of activities assisted with CDBG funds and provide for reasonable benefits to any person involuntarily and permanently displaced as a result of the use of CDBG funds to acquire or substantially rehabilitate property.
 - (2) Affirmatively further fair housing in addition to conducting and administering its project in conformity with Public Law 88-352 and Public Law 90-284 as certified in

paragraph (h) hereinafter.

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to affirmatively further fair housing.

- (3) Not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - (A) CDBG funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than the CDBG program, or
 - (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income who are not persons of low income, it certifies that it lacks sufficient CDBG funds to comply with the requirements of subparagraph (A).
- (f) Its chief executive officer or other officer of the applicant approved by the State:
 - (1) Consents to assume the status of responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CFR Part 58, which further the purposes of NEPA, insofar as the provisions of such Federal law apply to the Colorado Community Development Block Grant (CDBG) Program; and
 - (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (g) It will comply with the financial management regulations, policies, guidelines and requirements set forth in the CDBG Direct Economic Development Projects and Business loan funds' Guidebook.
- (h) It will comply with:
 - (1) **Section 110 of the Housing and Community Development Act of 1974**, as amended, and any State regulations regarding the administration and enforcement of labor standards.
 - (2) **Davis-Bacon Fair Labor Standards Act (40 USC 276a - 276a-5)** requiring that, on all prime contracts which exceed \$2,000 for federally-assisted construction, alteration or rehabilitation, laborers and mechanics employed by contractors or subcontractors shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor. (This requirement applies to the rehabilitation of residential property only if such property is designed for use of eight or more families.)
 - (3) **Contract Work Hours and Safety Standards Act of 1962 (40 USC 327 et seq.)** requiring that mechanics and laborers employed on federally-assisted contracts which exceed \$2,000 be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work week.

- (4) **Copeland "Anti-Kickback" Act of 1934 (40 USC 276 (c))** prohibiting and prescribing penalties for "kickbacks" of wages in federally- financed or assisted construction activities.

(i) It will comply with:

- (1) **Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 USC 2000 (d))** prohibiting discrimination on the basis of race, color, religion or religious affiliation, or national origin in any program or activity receiving federal financial assistance.
- (2) **The Fair Housing Act (42 USC 3601-20)**, as amended, prohibiting housing discrimination on the basis of race, color, religion, sex, national origin, handicap, and familial status.
- (3) **Section 109 of the Housing and Community Development Act of 1974 (42 USC 5309)**, as amended, providing that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin or sex under any program or activity funded in whole or in part under Title I (Community Development) of the Housing and Community Development Act.
- (4) **Executive Order 11063 (1962)**, as amended by Executive Order 12259, requiring equal opportunity in housing by prohibiting discrimination on the basis of race, color, religion, sex or national origin in the sale or rental of housing built with federal assistance.
- (5) **Executive Order 11246 (1965)**, as amended by Executive Order 11375, prohibiting discrimination on the basis of race, color, religion, sex or national origin in any phase of employment during the performance of federal or federally-assisted contracts in excess of \$2,000.
- (6) **Section 3 of the Housing and Community Development Act of 1968 (12 USC 1701 (u))**, as amended, providing that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects, will be given to lower-income persons in the project area, and that contracts be awarded to businesses located in the project area or to businesses owned, in substantial part, by residents of the project area.
- (7) **Section 504 of the Rehabilitation Act of 1973 (29 USC 793)**, as amended, providing that no otherwise qualified individual shall, solely by reason of a handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds. Effective communication with persons of all types of disabilities must be ensured.
- (8) **Age Discrimination Act of 1975, (42 USC 6101)**, as amended, providing that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

(j) It will comply with:

- (1) **Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 USC 5301)**, known as the "Barney Frank Amendment," and the

HUD implementing regulations at 29 CFR Part 570, requiring that local grantees follow a residential anti-displacement and relocation assistance plan which provides for the replacement of all low/moderate-income dwelling units that are demolished or converted to another use as a direct result of the use of CDBG funds, and which provides for relocation assistance for all low/moderate-income households so displaced.

- (2) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended – Title III, Real Property Acquisition (Pub. L. 91-646 and HUD implementing regulations at 49 CFR Part 24)**, providing for uniform and equitable treatment of persons displaced from their homes, businesses, or farms by federal or federally- assisted programs and establishing uniform and equitable land acquisition policies for federal assisted programs. Requirements include bona fide land appraisals as a basis for land acquisition, specific procedures for selecting contract appraisers and contract negotiations, furnishing to owners of property to be acquired a written summary statement of the acquisition price offer based on the fair market price, and specified procedures connected with condemnation.
- (3) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended – Title II, Uniform Relocation Assistance (Pub. L. 91-646 and HUD implementing regulations at 49 CFR Part 24)**, providing for fair and equitable treatment of all persons displaced as a result of any federal or federally-assisted program. Relocation payments and assistance, last-resort housing replacement by displacing agency, and grievance procedures are covered under the Act. Payments and assistance will be made pursuant to state or local law, or the grant recipient must adopt a written policy available to the public describing the relocation payments and assistance that will be provided. Moving expenses and up to \$22,500 or more for each qualified homeowner or up to \$5,250 or more for each tenant are potential costs.

(k) It will comply with:

- (1) **National Environmental Policy Act of 1969 (42 USC 4321 et seq.)**, as amended, and the implementing regulations of HUD (24 CFR Part 58) and of the Council on Environmental Quality (40 CFR Parts 1500 - 1508) providing for establishment of national policy, goals, and procedures for protecting, restoring and enhancing environmental quality.
- (2) **National Historic Preservation Act of 1966 (16 USC 470 et seq.)**, as amended, requiring consideration of the effect of a project on any district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places.
- (3) **Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.)** requiring that federally-funded projects contribute to the preservation and enhancement of sites, structures and objects of historical, architectural or archaeological significance.
- (4) **The Archaeological and Historical Data Preservation Act of 1974, amending the Reservoir Salvage Act of 1960 (16 USC 469 et seq.)**, providing for the preservation of historic and archaeological data that would be lost due to federally-funded development and construction activities.
- (5) **Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et**

seq.) prohibits undertaking certain activities in flood plains unless it has been determined that there is no practical alternative, in which case notice of the action must be provided and the action must be designed or modified to minimize potential damage.

- (6) **Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.)** requiring review of all actions proposed to be located in or appreciably affecting a wetland. Undertaking or assisting new construction located in wetlands must be avoided unless it is determined that there is no practical alternative to such construction and that the proposed action includes all practical measures to minimize potential damage.
 - (7) **Safe Drinking Water Act of 1974 (42 USC 201, 300 f et seq., 7401 et seq.)**, as amended, prohibiting the commitment of federal financial assistance for any project which the Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area.
 - (8) **The Endangered Species Act of 1973 (16 USC 1531 et seq.)**, as amended, requiring that actions authorized, funded, or carried out by the federal government do not jeopardize the continued existence of endangered and threatened species or result in the destruction or modification of the habitat of such species which is determined by the Department of the Interior, after consultation with the State, to be critical.
 - (9) **The Wild and Scenic Rivers Act of 1968 (16 USC 1271 et seq.)**, as amended, prohibiting federal assistance in the construction of any water resources project that would have a direct and adverse affect on any river included in or designated for study or inclusion in the National Wild and Scenic Rivers System.
 - (10) **The Clean Air Act of 1970 (42 USC 1857 et seq.)**, as amended, requiring that federal assistance will not be given and that license or permit will not be issued to any activity not conforming to the State implementation plan for national primary and secondary ambient air quality standards.
 - (11) **HUD Environmental Criteria and Standards (24 CFR Part 51)** providing national standards for noise abatement and control, acceptable separation distances from explosive or fire prone substances, and suitable land uses for airport runway clear zones.
- (l) It will:
- (1) Comply with **The Lead-Based Paint Poisoning Prevention Act – Title IV (42 USC 4831)** prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance, and requiring notification to purchasers and tenants of such housing of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning.
 - (2) Comply with the **Armstrong/Walker "Excessive Force" Amendment, (P.L. 101-144) & Section 906 of Cranston-Gonzalez Affordable Housing Act of 1990**, which requires that a recipient of HUD funds must certify that they have adopted or will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdiction against individuals engaged in nonviolent civil rights demonstrations; or fails to adopt and enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit

from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

- (3) Comply with the **"Government-wide Restriction on Lobbying, (P.L. 101-121)**, which prohibits spending CDBG funds to influence or attempt to influence federal officials; which requires the filing of a disclosure form when non-CDBG funds are used for such purposes; which requires certification of compliance by the state; and which requires the state to include the certification language in grant awards it makes to units of general local government at all tiers and that all sub-recipients shall certify accordingly as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
 - (4) Comply with the **Department of Housing and Urban Development Reform Act of 1989 (24 CFR part 12)** requiring applicants for assistance for a specific project or activity from HUD, to make a number of disclosures if the applicant meets a dollar threshold for the receipt of covered assistance during the fiscal year in which an application is submitted. An applicant must also make the disclosures if it is requesting assistance from HUD for a specific housing project that involves assistance from other governmental sources.
 - (5) Give the State, the U.S. Department of Housing and Urban Development (HUD), and any authorized representatives access to and the rights to examine all records, books, papers or documents related to the application and grant.
- (m) It will comply with all parts of Title 1 of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws and regulations.

**SIGNATURE PAGE
APPLICANT STATEMENT OF ASSURANCES AND CERTIFICATIONS
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUNDS**

Signature, Chief Elected Official
Robin Wiley, Chair
Yuma County Board of Commissioners

Signature, Chief Elected Official
Rockie Samber, Chair
Logan County Board of Commissioners

Signature, Chief Elected Official
Laura Teague, Chair
Morgan County Board of Commissioners

Signature, Chief Elected Official
Don Lock, Chair
Phillips County Board of Commissioners

Signature, Chief Elected Official
Mark Turner, Chair
Sedgwick County Board of Commissioners

Signature, Chief Elected Official
LeaAnn Laybourn, Chair
Washington County Board of Commissioners

Date

**CITIZEN PARTICIPATION PLAN
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUNDS**

Pursuant to Section 104(a)(3) of the Housing and Community Development Act of 1974, as amended, this Citizen Participation Plan is hereby adopted to ensure that the citizens of Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma Counties, particularly persons of low and moderate income residing in slum and blight areas and in areas in which CDBG funds are proposed to be used, are provided the opportunity and encouraged to participate in the planning and implementation of CDBG-funded activities.

PUBLIC HEARING

Public hearings will be the primary means of obtaining citizen views and responding to proposals and questions related to community development and housing needs, proposed CDBG activities and past CDBG performance.

Prior to submitting a CDBG application to the State, the Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma Counties will conduct at least one public hearing to identify community development and housing needs, including the needs of low and moderate income persons, as well as other needs in the community that might be addressed through the CDBG program, and to review proposed CDBG activities and the past performance of the Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma Counties in carrying out its CDBG responsibilities. In the event CDBG funds are granted by the State, the Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma Counties will conduct at least one additional public hearing to allow citizens to review and comment on its performance in carrying out its CDBG program.

A formal public notice will be published in a newspaper of general circulation in the jurisdiction's area at least five (5) days prior to the public hearings. In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to publish a notice pertaining to the public hearing in at least one newspaper of general circulation in each jurisdiction and each participating jurisdiction is required to hold at least one public hearing. A public notice will also be posted in the Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma County Courthouse and in other places frequented by the public, especially low and moderate income persons and persons benefitting from or affected by proposed CDBG activities. As circumstances warrant and as the Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma Counties determines necessary or appropriate, participation may additionally be specifically solicited from persons of low and moderate income, those benefitting from or affected by CDBG activities and/or representatives of such persons. Hearings will be held at times and locations convenient to potential and actual beneficiaries, and with accommodation for the handicapped. In the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate, arrangements will be made to have an interpreter present.

PUBLIC INFORMATION AND RECORDS

Information and records regarding the proposed and past use of CDBG funds will be available at Northeastern Colorado Revolving Loan Fund, 719 S Main Street, Yuma during regular office hours. The public will be so informed by public notice. Special communication aids can be made available to persons upon request.

TECHNICAL ASSISTANCE

The Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma Counties will provide technical assistance to groups representative of persons of low and moderate income that request assistance in developing CDBG proposals. The level and type of assistance appropriate will be determined by the Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma Counties based on its ability to provide or arrange for such assistance, the cost of providing such assistance and other relevant factors.

WRITTEN COMMENTS AND RESPONSES

The Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma Counties will respond to written complaints and grievances in writing in a timely manner. When practicable, such written responses shall be made within fifteen (15) working days.

NOTE: CITIZEN ADVISORY COMMITTEES ARE NOT REQUIRED. IF ONE IS PROPOSED, HOWEVER, THE COMMITTEES' ROLE AND COMPOSITION SHOULD BE INCLUDED IN THIS CP PLAN.

**SIGNATURE PAGE
CITIZEN PARTICIPATION PLAN
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUNDS**

Signature, Chief Elected Official

Robin Wiley, Chair
Yuma County Board of Commissioners

Signature, Chief Elected Official

Rockie Samber, Chair
Logan County Board of Commissioners

Signature, Chief Elected Official

Laura Teague, Chair
Morgan County Board of Commissioners

Signature, Chief Elected Official

Don Lock, Chair
Phillips County Board of Commissioners

Signature, Chief Elected Official

Mark Turner, Chair
Sedgwick County Board of Commissioners

Signature, Chief Elected Official

LeaAnn Laybourn, Chair
Washington County Board of Commissioners

Date

**PUBLIC NOTICE AND NOTICE OF PUBLIC HEARING
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUNDS**

The Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma Counties plan to submit a Community Development Block Grant (CDBG) application to the State of Colorado, Department of Local Affairs, c/o the Office of Economic Development and International Trade. CDBG funds are intended to provide decent housing, suitable living environments and economic opportunities, principally for low and moderate income persons through rehabilitation and preservation, economic development (generally job creation/retention) and public facilities improvements. In regards to all FY 15 CDBG programs, it is estimated that \$8.1 million will be available statewide for distribution to units of general local government in the state's nonentitlement areas. For economic development projects, it is estimated that \$ 2,590,217 will be available statewide for distribution for economic development to units of general local government in the state's nonentitlement areas.

The application being considered would request \$500,000 *for Economic Development loans to small businesses. It is estimated that approximately 55%* of the funds would benefit low and moderate income persons. Permanent involuntary displacement of neighborhood persons or businesses is not anticipated. Should it later become necessary to consider such displacement, alternatives will be examined to minimize the displacement. If no feasible alternatives exist, required/reasonable benefits will be provided to those displaced to mitigate adverse effects and hardships. Any low and moderate income housing which is demolished or converted will be replaced.

A public hearing will be held at 11:00AM on February 16, 2016 at the Yuma County Commissioners Office to obtain citizen views and to respond to proposals and questions related to:

the proposed CDBG application for the above-referenced economic development activities

Written or emailed comments are also welcome and must be received by February 16, 2016 at Northeastern Colorado Revolving Loan Fund, P O Box 262, Yuma, CO. Oral, written or email comments will be considered in deciding whether to submit an application for the proposed project. Written summary information will be available at Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma Commissioners Office on February 10, 2016 until February 16, 2016 on any CDBG application(s) the Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma Counties intend to submit to the state. A copy of the application(s) as submitted to the state will be available for public review at the same locations after February 17, 2016.

Information and records regarding the Counties of Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma counties proposed and past use of CDBG funds are available at Northeastern Colorado Revolving Loan Fund, 719 S. Main St, Yuma, during regular office hours. Advance notice is requested. If special accommodations are needed, please notify the Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma Counties so that the appropriate aids can be made available. Email comments to ncrlf@centurytel.net

**RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUNDS**

The Logan, Morgan, Phillips, Sedgwick, Washington and Yuma Counties will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with CDBG funds, as required by Section 104(d) of the Housing and Community Development Act of 1974, as amended (the Act), and implementing regulations at 24 CFR 570.496a.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the Logan, Morgan, Phillips, Sedgwick, Washington and Yuma Counties will make public and submit to the State the following information in writing:

1. Description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.

The Logan, Morgan, Phillips, Sedgwick, Washington and Yuma Counties will provide relocation assistance, as described in 570.496a(b)(2), to each low/moderate income household displaced by the demolition of housing or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, the Logan, Morgan, Phillips, Sedgwick, Washington and Yuma Counties will take the steps indicated below to minimize the displacement of persons from their homes:*

*** The following are examples of steps to minimize displacement. The first two are required. The others are optional. Only check those which are appropriate for the project and local circumstances. Add other steps as necessary or appropriate.**

Consider all practical alternatives to any proposed project which may result in residential displacement. Alternatives to be considered include other sites for the proposed facilities/project. Also to be considered are the costs and benefits, both financial and nonfinancial, of each alternative.

Provide counseling and referral services to assist displacees to find alternative housing in the community.

Work with area landlords and real estate brokers to locate vacancies for households facing displacement.

Stage rehabilitation of assisted housing to allow tenants to remain during and after rehabilitation, working with empty buildings or groups of empty units first so they can be rehabilitated first and tenants moved in before rehab on occupied units or buildings is begun.

Establish temporary relocation facilities in order to house families whose displacement will be of short duration, so they can move back to their neighborhoods after rehabilitation or new construction.

- _____ Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent their placing undue financial burden on long-established owners or on tenants of multi-family buildings.
- _____ Develop displacement watch systems in cooperation with neighborhood organizations to continuously review neighborhood development trends, identify displacement problems, and identify individuals facing displacement who need assistance.

Signature, Chief Elected Official

Robin Wiley, Chair
Yuma County Board of Commissioners

Signature, Chief Elected Official

Rockie Samber, Chair
Logan County Board of Commissioners

Signature, Chief Elected Official

Laura Teague, Chair
Morgan County Board of Commissioners

Signature, Chief Elected Official

Don Lock, Chair
Phillips County Board of Commissioners

Signature, Chief Elected Official

Mark Turner, Chair
Sedgwick County Board of Commissioners

Signature, Chief Elected Official

LeaAnn Layvourn
Washington County Board of Commissioners

Date

**SUGGESTED FORMAT
INTERGOVERNMENTAL AGREEMENT
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUNDS**

THIS AGREEMENT, made this _____ day of _____, 20___, by and among the following:

1. Yuma County Board of Commissioners
2. Logan County Board of Commissioners
3. Morgan County Board of Commissioners
4. Phillips County Board of Commissioners
5. Sedgwick County Board of Commissioners
6. Washington County Board of Commissioners

WHEREAS, the parties to this Agreement have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et. seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually.

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out a Community Development Block Grant (CDBG) project, the purpose of which is to:

Provide small business loans to assist in economic development

NOW THEREFORE, the parties hereby mutually agree as follows:

1. Designation of Lead Party: Yuma County Board of Commissioners shall act as the lead party in developing and carrying out said proposed CDBG project.
2. Responsibilities of Lead Party: In its capacity as Lead Party, Yuma County Board of Commissioners shall be the lead jurisdiction in making application to the State Department of Local Affairs (State) for CDBG funds and shall be the grantee of the State for such funds, if awarded. As the grantee of the State, it shall be fully and solely responsible to the other parties to this Agreement for compliance with all financial management, environmental review, labor standards, civil rights, recordkeeping, reporting and other requirements of the CDBG program contained in the Applicant Statement of Assurances and Certifications, and in the grant contract with the state, except those specified in Paragraph 3 hereinafter.
3. Responsibilities of All Parties: Each party to this Agreement shall be **individually** responsible for compliance with the following requirements of the CDBG program:
 - a) adopting a required Citizen Participation Plan, and providing to its citizens information and opportunities to comment as required by the State in developing an application and in substantially changing project activities;
 - b) identifying its community development and housing needs, including the needs of low and moderate income persons, and the activities to be undertaken to meet such needs;
 - c) adopting a required Anti-displacement and Relocation Assistance Plan which calls for replacement of demolished or converted low/moderate income housing units and provision of necessary relocation assistance; and
 - d) taking actions to affirmatively further fair housing.

Furthermore, each party shall provide documentation to Yuma County Board of Commissioners demonstrating its compliance with the requirements specified in the Paragraph 3 and Yuma County Board of Commissioners shall retain such documentation and other required records and documents for the period of time specified by the State.

4. Contracting: Yuma County Board of Commissioners shall contract with Northeastern Colorado Revolving Loan Fund or, with other eligible individuals or entities to carry out all ordinary daily operations and any portion of the responsibilities assumed by Yuma County Board of Commissioners under this Agreement and its grant contract with the State.
5. Term of Agreement: This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing CDBG funding for said proposed project or, if awarded, carrying out such project activities. Any party to this Agreement may, however, terminate its participation in this Agreement six months after providing written notice of such termination to the other parties of this Agreement. This Agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect with the State. In this case, the State must approve such termination and arrangements for completing the project.
6. Modification and Changes: The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

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

Yuma County Commissioners
Robin Wiley, Chairperson

Logan County Commissioners
Rockie Samber, Chairperson

Morgan County Commissioners
Laura Teague, Chairperson

Phillips County Commissioners
Don Lock, Chairperson

Sedgwick County Commissioners
Mark Turner, Chairperson

Washington County Commissioners
LeaAnn Laybourn, Chairperson

RESOLUTION
NO. 2016 - 7

A Resolution authorizing Logan County's participation in the Rural Jump-Start Zone program as described in Colorado Revised Statutes section 39-30.5-101, et. seq.

WHEREAS, the Rural Jump-Start Zone Act was enacted by the Colorado legislature in 2015 to enable counties and municipalities in economically distressed areas to attract new businesses that are not currently operating in the state and that do not directly compete with the core function of existing businesses; and

WHEREAS, the Rural Jump-Start Zone program develops partnerships between institutions of higher education, start-up businesses and local governments to facilitate economic growth by providing economic incentives to new businesses that create new jobs; and

WHEREAS, the Colorado Economic Development Commission has identified Logan County as one of many counties that qualify for the program; and

WHEREAS, the program attracts new businesses that hire at least five new employees by offering state-provided tax relief in the form of generous state income tax credits and sales and use tax exemptions, and county-provided tax relief in the form of business personal property tax refunds; and

WHEREAS, participation in the program requires the adoption of a resolution affirming Logan County's commitment to provide business personal property tax relief to select new businesses that meet the state's guidelines and receive the approval of both the designated institution of higher education (in this case, Northeastern Junior College) and the Colorado Economic Development Commission; and

WHEREAS, participation in the program will potentially result in positive benefits to the community and the local economy.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that:

1. Logan County agrees to participate in the Colorado Rural Jump-Start Zone program by offering tax relief to all new businesses that are approved for participation in the program by the designated institute of higher education and the Colorado Economic Development Commission.
2. The tax relief offered to the approved new businesses will consist of a refund of the county business personal property tax for up to eight years per company.
3. Even though the actual parameters of the zone will ultimately be created by the designated institute of higher education at a later date, Logan County, Colorado, nevertheless agrees to participate in the Rural Jump-Start Zone program in all of its unincorporated areas and in all incorporated areas where the municipality also passes a resolution to participate in the Rural Jump-Start Zone program.

ADOPTED this _____ day of March, 2016.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(Aye)(Nay)
Rocky L. Samber, Chairman

(Aye)(Nay)

Gene A. Meisner

(Aye)(Nay)

David G. Donaldson

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the ____ day of March, 2016.

County Clerk and Recorder