

**CROWLEY COUNTY BOARD OF COUNTY COMMISSIONERS
RECORD OF PROCEEDINGS**

JANUARY 17, 2023

CALL TO ORDER

Board of County Commissioners met in regular session on January 17, 2023. The meeting was called to order by Chairman Blaine Arbuthnot at 9:00 a.m. The following were present:

Blaine Arbuthnot-----Chairman
Roy Elliott-----Vice Chairman
Terry McMillian-----Member
LaShelle Benbow-----Deputy Clerk to the Board

RESOLUTION NO. 2023-8515

APPROVE LIQUOR LICENSE RENEWAL FOR GASKILL ENTERPRISES INC, DBA THE LIQUOR CUBBY

Motion by Elliott, seconded by McMillian to approve the liquor license renewal for Gaskill Enterprises Inc., d/b/a The Liquor Cubby. There have been no complaints or deficiencies against this license.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Arbuthnot-----Aye
Elliott-----Aye
McMillian-----Aye

RESOLUTION NO. 2023-8516

APPROVE ANNUAL GROSS SALARY PUBLICATION FOR 2022

Motion by McMillian, seconded by Elliott to approve the annual gross salary publication for calendar year 2022.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Arbuthnot-----Aye
Elliott-----Aye
McMillian-----Aye

RESOLUTION NO. 2023-8517

APPROVE REVISION TO ANNUAL APPOINTMENTS RESOLUTION FOR THE CALENDAR YEAR 2023, RESOLUTION NO. 2023-8503

Motion by Elliott, seconded by McMillian to approve a revision to the annual appointments resolution for the calendar year 2023 as follows:

REVISION TO ANNUAL APPOINTMENTS RESOLUTION FOR THE CALENDAR YEAR 2023, RESOLUTION NO. 2023-8503

WHEREAS, the Board of County Commissioners of the County of Crowley, State of Colorado (hereinafter "the Board"), desires to make certain necessary administrative appointments and designations for the terms specified hereinbelow; and

WHEREAS, it is necessary that the Board designate official legal depositories for the County of Crowley, State of Colorado, for fiscal year 2023, pursuant to C.R.S. 24-75-603 and 30-10-708; and

WHEREAS, the following appointments and designations do not constitute contractual obligations of the County of Crowley nor of the Board, and the County and the Board are not legally bound for the respective terms of appointment or designation as specified herein below, the County, by and through the Board, having the authority, in its sole discretion, to change, add, or abolish such appointments and designations and to fill vacancies, therefore, as it sees fit; and

WHEREAS, an error was discovered in appointment of the Crowley County Veterans Service Officer in the original Resolution No. 2023-8503.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CROWLEY, STATE OF COLORADO:

THAT, Gary Gibson be and is hereby appointed to serve as the Crowley County Veterans Service Officer.

MOVED, READ, AND ADOPTED by the Board of County Commissioners of the County of Crowley, State of Colorado, at its regular meeting held January 17, 2023.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Arbuthnot-----Aye

Elliott-----Aye

McMillian-----Aye

RESOLUTION NO. 2023-8518

APPROVE REVISED 2023 MEMORANDUM OF UNDERSTANDING BETWEEN 16TH JUDICIAL DISTRICT ATTORNEY AND BENT COUNTY, CROWLEY COUNTY AND OTERO COUNTY (BOOKKEEPER TRAINING SECTION REMOVED)

Motion by Elliott, seconded by McMillian to approve the following revised Memorandum of Understanding between the 16th Judicial District Attorney, and Bent County, Crowley County and Otero County, which removed the bookkeeper training section:

MEMORANDUM OF UNDERSTANDING (2023)

This Memorandum of Understanding is entered into this 11th day of January, 2023, between the 16th Judicial District Attorney, hereafter referred to as the "D.A.", and Bent County, Colorado, Crowley County, Colorado, and Otero County, Colorado, hereafter referred to as "Counties".

This agreement is to provide an understanding on how funds from the three counties in the 16th Judicial District are provided to the D.A.'s office for calendar year 2023. The agreement will identify responsibility for such items as expenditures, payroll, and revenues.

NOW THEREFORE, in consideration of their mutual promises to each, stated below, the parties hereto agree as follows:

1. The term of this MOU is January 1, 2023, until December 31, 2023; however, this MOU is not valid until it has been approved by all parties' authorized designees. The other provisions of this agreement, notwithstanding financial obligations of the Counties payable after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. The Counties are prohibited by law from making financial commitments beyond the term of the current fiscal year.
2. Under C.R.S. 20-1-302, the District Attorneys of each judicial district in the State of Colorado shall be entitled to collect and receive at the end of each month, of and from the respective counties in the District Attorney's judicial district, the necessary expenses of maintaining an office for the transaction of official business. The three counties associated with this MOU will be responsible for their percentage contribution as identified hereafter.
3. The D.A. understands and acknowledges that he is responsible to utilize the funds supplied by the Counties in a fiscally responsible fashion and in accordance with the budget presented by the D.A. to the Counties and approved by the Counties. Further, the D.A. acknowledges that it is his responsibility to provide appropriate accounting for his revenues and expenditures so that his fiscal operations can be appropriately audited and confirmed.

4. The D.A. understands that the D.A.'s office is responsible for providing health, liability and Workers' Compensation insurance to employees. These insurances will be available through one of the three Counties or can be obtained independently, as determined and negotiated by the D.A.
5. If the D.A.'s office chooses to obtain health insurance through one of the three Counties, the D.A. will be responsible for and adequately budget for any necessary increases in premium cost caused to the County in question.
6. The D.A. acknowledges that all operating expenses of his office, including, but not limited to, the expenses for salary, FICA, taxes, Social Security, life insurance, and retirement will be paid through the D.A.'s office. The D.A. will be required to report to the Boards of County Commissioners in the three-county region on a quarterly basis the status of payroll taxes, proof of filing other taxes, and any additional reports requested by the Boards of County Commissioners.
7. The D.A. shall report any changes in employee status immediately to the entity that is contracted to provide health insurance for said employees.
8. The D.A. is solely responsible for all administrative procedures and policies regarding his staff.
9. The D.A. shall provide a copy of his annual audit to the three Counties within one week after the D.A. receives the same.
10. The D.A. shall provide financial statements to the Boards of County Commissioners in the three-county region on a monthly basis, such financial statements to include profit and loss statements (if applicable), balance sheets, general ledger reports, budget vs. actual report, and any additional financial reports requested by the Boards of County Commissioners.
12. As provided under Colorado law, nothing shall prevent any county or governmental entity from agreeing to fund programs, projects, personnel, or salaries that are in addition to the funds provided for the reasonable and necessary expenses of the District Attorney so long as such is done with the agreement of the relevant Boards of County Commissioners.
13. The agreed upon yearly percentage owed by each County as of the date of this MOU is as follows: Bent County 18.69%, Crowley County 18.69% and Otero County 62.62%. These percentages are documented and agreed upon by the Boards of County Commissioners during yearly preliminary budget meetings.
14. The Counties agree to pay to or on behalf of the D.A. the following amounts:
 - A. ANNUAL ALLOCATION:

The annual allocation for the D.A.'s office for 2023 is \$829,242.00. The annual allocation from the three counties shall be paid as follows:

Bent County will be responsible to pay 18.69% of the annual allocation, or \$154,985.33; Crowley County will be responsible to pay 18.69% of the annual allocation, or \$154,985.33; and Otero County will be responsible to pay 62.62% of the annual allocation, or \$519,271.34, such sums to be paid on a monthly basis, as follows:

Bent County will pay \$12,915.44; [$\$154,985.33 \div 12$]
Crowley County will pay \$12,915.44; [$\$154,985.33 \div 12$] and
Otero County will pay \$43,272.61; [$\$519,271.34 \div 12$]

The monthly payments shall be paid to the D.A. beginning on January 15, 2023, and on the 15th day of each month thereafter through December, 2023.

B. UTILITIES:

In addition to the annual allocation, the Counties will pay all utilities for the D.A.'s Offices for the year 2023, estimated to be approximately \$17,252.00.

Bent County will be responsible to pay 18.69% of the utilities; Crowley County will be responsible to pay 18.69% of the utilities, and Otero County will be responsible to pay 62.62% of the utilities, such sums to be paid on a monthly basis, as follows: pursuant to a separate agreement between the Counties and Otero Partners, Inc., (OPI), OPI will provide a monthly invoice to each County with a breakout of the amount each owes for utilities according to the percentages shown above.

Beginning in January, 2023, and running through December, 2023, each County will make payment to OPI in accordance with the monthly invoice sent to each County.

C. LOAN PAYMENT/COUNTRY MANOR, INC.:

Further, in addition to the annual allocation and the payment of the D.A.'s utilities, the Counties will be responsible to pay the D.A.'s portion of the loan payment to Country Manor, Inc., in the sum of \$38,490.12 (2023 annual total). Bent County will be responsible to pay 18.69% or \$7,193.80; Crowley County will be responsible to pay 18.69% or \$7,193.80; and Otero County will be responsible to pay 62.62% or \$24,102.51, such sums to be paid on a monthly basis, as follows:

Bent County will pay \$599.48; [$\$7193.80 \div 12$]
Crowley County will pay \$599.48; [$\$7193.80 \div 12$] and
Otero County will pay \$2,008.55 [$\$24,102.51 \div 12$]

[NOTE: this represents the D.A.'s portion of the monthly loan payment for 2023 only.]

Pursuant to the terms of a Loan Agreement between the three Counties and Country Manor, Inc., Bent County, Crowley County, and Otero County pay the following sums to Country Manor, Inc., on a monthly basis:

Bent County pays \$420.53
Crowley County pays \$420.53
Otero County pays \$1408.95

Thus, the total monthly payment to be made by the Counties each month for the period January 2023, through December, 2023, is:

Bent County will pay $\$420.53 + \$599.48 = \$1020.01$
Crowley County will pay $\$420.53 + \$599.48 = \$1020.01$
Otero County will pay $\$1408.95 + \$2008.55 = \$3417.50$

[NOTE: this represents the entire monthly loan payment.]

Pursuant to a separate agreement between the Counties and OPI, the Counties will make payment to OPI by the 15th day of each month commencing January 15, 2023, and OPI will in turn make payment to Country Manor, Inc., by the 22nd day of each month, 2023, said payments to continue through December, 2023.

15. The parties acknowledge and agree that the D.A. will enter into a Lease Agreement with Otero Partners, Inc., concerning the D.A.'s Offices; however, all parties agree that the D.A. will not be required to pay any rent to OPI or the Counties during the year 2023.
16. The Parties may prospectively increase or decrease the amount payable under this MOU through a "Limited Amendment". To be effective, the Amendment must be in writing and signed by all Parties.
17. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
18. The parties agree that the effective date of this agreement shall be January 1, 2023.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Arbuthnot-----Aye

Elliott-----Aye

McMillian-----Aye

RESOLUTION NO. 2023-8519

APPROVE CASH MANAGEMENT CUSTOMER AGREEMENT AND FIRST NATIONAL BANK OF LAS ANIMAS ACH ORIGINATION AGREEMENT

Motion by McMillian, seconded by Elliott to approve the Cash Management Customer Agreement and First National Bank of Las Animas ACH Origination Agreement.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Arbuthnot-----Aye

Elliott-----Aye

McMillian-----Aye

No further business appearing the meeting was recessed.

ATTEST:

Melinda Carter, County Clerk

Blaine Arbuthnot, Chairman