

PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
May 23, 2023

COMMISSIONERS' BOARD ROOM, 2nd FLOOR OF COURTHOUSE
301 S. MAIN STREET, LAMAR, CO 81052

8:30 a.m. Board of Health, Meagan Hillman

WORK SESSION

9:00 a.m. Jason Meyer, Owner of GMS, Inc., Consulting Engineers
- Discussing the creation of water authorities

9:30 a.m. Thomas Dunagan, County Coroner
- Discussion on Grants and Coroner Plans

10:00 a.m. Judy Wittman, County Treasurer
- Financial Update

10:30 a.m. Dr. Rosana Reyes, Lamar Community College President
- Update

11:00 a.m. BOCC
- Updates

11:45 a.m. Karen Bryant, Prowers Medical Center CEO
- Update

MEETING AGENDA

Invocation

Pledge of Allegiance

1:00 p.m.

Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of May 8, 2023 Special BOCC Meeting Minutes Redistricting #1, Granada, CO
4. Consider Approval of May 8, 2023 Special BOCC Meeting Minutes Redistricting #2, Wiley, CO
5. Consider Approval of May 8, 2023 Special BOCC Meeting Minutes Redistricting #3, Lamar, CO
6. Consider Approval of May 9, 2023 Meeting Minutes

Public Appearances

- Anyone wishing to address the BOCC may do so at the discretion of the Board and subject to a three-minute limitation.

1:10 p.m.

Mark Westhoff

- County Administrator Update

1:15 p.m.

Rose Pugliese, Esq.

- County Attorney Update

ACTION ITEMS:

1. Consider ratifying 5-9-2023 verbal poll approval of 2023 Lease and County Addendum to Lease for Prowers County LAWMA Water Shares to East Prowers Cemetery District, eight (8) shares at the rate of \$41.00 per share, total amount \$328.00.
2. Consider ratifying 5-9-2023 verbal poll approval of Sand & Sage Round-Up Fair Board's request to have a Beer Garden at the County Fairgrounds during the 2023 Sand and Sage Fair.

3. Consider ratifying 5-9-2023 verbal poll approval of a Letter of Authorization for Sand & Sage Round-Up Fair Board to have a Beer Garden on County fairgrounds during the 2023 Sand & Sage Fair.
4. Consider approval for adding a Special Board of County Commissioner Meeting on June 5, 2023 and June 9, 2023 at 1:00 p.m., for the purpose of Commissioner and Voter Precinct Redistricting requirements.
5. Consider approval of State Fiscal Year 2023-2024 Collaborative Management Memorandum of Understanding - About Families and Communities Engaged Interagency Oversight Group (F.A.C.E. IOG) and authorizing Lanie Meyers-Mireles, DHS Director to execute the document.
6. Consider ratifying 5/17/2023 email poll approving letter of engagement between Advance Colorado and the Prowers County Board of County Commissioners for Advance to represent the BOCC in a lawsuit against Colorado SB23-303, and authorizing Ron Cook, Chairman of the Board, to execute the document.

NOTE: This Agenda is provided for informational purposes only. Action may be taken on any or all of the items. All times are approximate. If any given item is finished earlier than anticipated, the Commissioners may move on to the next item. The only exceptions are public hearings on items which have had published notices of a specific hearing time; those items will not begin until the specific time or after.

If you need assistance in participating in this meeting due to a disability as defined under the Americans with Disabilities Act, please call 719-336-8030 at least three days prior to the scheduled meeting to request an accommodation.

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 5-23-2023

Submitter: Mark Westhoff, County Administrator

Submitted to the County Administration Office on: 5-9-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 5-9-2023 verbal poll approval of 2023 Lease and County Addendum to Lease for Prowers County LAWMA Water Shares to East Prowers Cemetery District, eight (8) shares at the rate of \$41.00 per share, total amount \$328.00.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

LEASE OF PROWERS COUNTY LAWMA SHARES

This certifies that the East Prowers Cemetery District Board of Directors (hereinafter referred to as "Cemetery District") agrees to lease eight (8) shares of Prowers County's LAWMA stock for the 2023 year from Prowers County, hereinafter referred to as "Prowers County" at the rate of \$41.00 per share. Prowers County will invoice the Cemetery District for the total amount due (\$328.00).

Prowers County understands that because these shares are leased, then Prowers County's allowable pumping will be decreased for this water year. Prowers County and the Cemetery District understand that this lease is subject to current LAWMA lease policies and also must be approved by the LAWMA Board of Directors and the Division Engineer's Office before the Cemetery District receives the additional allowable pumping and Prowers County's pumping limit is reduced. Prowers County and the Cemetery District understand that the approval process can take some time and may not be approved at all and Prowers County has so informed the Cemetery District. It is also possible that the Division Engineer may move to curtail pumping at any time due to circumstances that are beyond LAWMA's control and Prowers County has so informed the Cemetery District.

The attached Addendum is also approved by Prowers County and the Cemetery District.

PROWERS COUNTY BOARD OF COUNTY COMMISSIONERS



Ron Cook, Chairman

5-8-2023

Date

EAST PROWERS CEMETERY DISTRICT BOARD



Judy Dorenkamp, President

5-8-2023

Date

**ADDENDUM TO
LEASE OF PROWERS COUNTY LAWMA SHARES (2023)
COMPANY – EAST PROWERS CEMETERY DISTRICT
PROWERS COUNTY – PROWERS COUNTY, COLORADO**

Additional provisions:

1. **STATUTORY COUNTY:** Prowers County, Colorado, which is a statutory county in the State of Colorado, reserves all rights as a statutory entity, including governmental immunity as provided by law.
2. **ASSIGNMENT:** Company may not assign this contract without the written consent of Prowers County.
3. **VENUE:** Jurisdiction for any dispute under this Lease shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury, and the Court shall award to Prowers County, if it is the substantially prevailing party, its attorney's fees, expert witness fees, court costs, and any other litigation expenses.
4. **APPROPRIATION:** Any monetary obligation of Prowers County payable after the current fiscal year is subject to appropriation as provided by law.
5. **PUBLIC RECORD:** In the event Prowers County receives a public records demand for copies of documents which the Lease provides are confidential, or are otherwise subject to non-disclosure, Prowers County shall give written notice to Company. Company shall notify Prowers County in writing within three days of notification if any documents requested as public record should not be disclosed. The Company shall indemnify and hold harmless Prowers County as provided in Paragraph 6 for any public record requests where the Company advises Prowers County not to disclose such records.
6. **INDEMNIFICATION:** Company shall indemnify, save, and hold harmless Prowers County against any and all claims, damages, liability, and court awards including costs, expenses, and attorney's fees incurred as a result of any act or omission by the Company, or its employees, agents, officers and representatives.
7. **DEFAULT:** In the event of a default, the defaulting party shall have fifteen (15) days after receipt of written notice of default to cure such default or provide sufficient proof that demonstrates that measures to correct default are diligently being taken.
8. **LIABILITY:** Because Prowers County is a public entity, and is subject to statutory limits on spending, including funds which have been duly appropriated, Prowers County and its officers, agents, employees and representatives shall in no event be liable for damages to Company, or any other party, whether based upon breach of contract, tort, strict liability or any other claim for relief of whatever nature or description.

9. OFFICIALS NOT TO BENEFIT. No official or employee of Prowers County shall directly or indirectly receive or be paid any share or part of this Lease or any benefit that may arise therefore in violation of Article 29 of the Colorado Constitution. Company warrants that it has not retained any company or person (other than a bona fide employee working solely for Company) to solicit or secure this Lease, and that Company has not paid or agreed to pay to any company or person, (other than a bona fide employee working for Company), any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Lease to Company. Upon discovery of any breach or violation of this provision, Prowers County shall have the right to terminate this Lease.

10. GOVERNMENTAL IMMUNITY: Notwithstanding any other provision of this Lease to the contrary, no term or provision of this Lease shall be construed or interpreted as a limitation to or waiver by Prowers County of any applicable provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as now or hereafter amended, §24-30-1501, *et seq.*, C.R.S., as now or hereafter amended, and any other immunity statute. Any provisions of this Lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of Prowers County as provided by said laws.

11. NO THIRD PARTY BENEFICIARY INTENDED: No provision in this Lease is intended or shall create any rights with respect to the subject matter of this Lease in any third party. This Lease shall be construed to benefit of Prowers County and Company, and shall not be construed to create third party beneficiary rights in any other party. No person not a party to this Lease is an intended beneficiary of this Lease, and no person not a party to this Lease shall have any right to enforce any term of this Lease.

BINDING EFFECT. This Lease is binding upon the parties and their respective successors and permitted assigns. This Lease is only for the benefit of the parties hereto, and no third party shall have any right, claim or interest hereunder. This Addendum will be incorporated into the Lease and enforced as written. In the event of any conflict with the provisions of the main Lease, the provisions of this Addendum will control.

BOARD OF COUNTY COMMISSIONERS
 PROWERS COUNTY, COLORADO

EAST PROWERS CEMETERY DISTRICT BOARD

By Ron Cook
 Ron Cook, Chairman

By Judy Dorenkamp
 Judy Dorenkamp, President

Date Signed: 5-8, 2023.

Date Signed: 5-8, 2023.

Attest:

By Jana Coen
 Jana Coen, County Clerk

Date Signed: 5-9, 2023.

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 5-23-2023

Submitter: Mark Westhoff, Administrator

Submitted to the County Administration Office on: 5-9-2023

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 5-9-2023 verbal poll approval of Sand & Sage Round-Up Fair Board's request to have a Beer Garden at the County Fairgrounds during the 2023 Sand and Sage Fair.

Justification or Background:

Annual event during the county Fair.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 5-23-2023

Submitter: Mark Westhoff, Administrator

Submitted to the County Administration Office on: 5-9-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 5-9-2023 verbal poll approval of a Letter of Authorization for Sand & Sage Round-Up Fair Board to have a Beer Garden on County fairgrounds during the 2023 Sand & Sage Fair.

Justification or Background:

Annual event during the county Fair.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____



Board of County Commissioners

Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

THOMAS GRASMICK
FIRST DISTRICT

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

May 10, 2023

City Council of Lamar
102 E. Parmenter Street
Lamar, Colorado 81052

RE: Authorization for Beer Garden on County Fairgrounds

Dear City Council Members:

On May 9, 2023, the Prowers County Board of Commissioners voted to allow the Sand & Sage Round-Up Fair Board to hold a Beer Garden on the Prowers County Fairgrounds during the 2023 Sand & Sage Fair.

Sincerely,
PROWERS COUNTY BOARD OF COMMISSIONERS



Ron Cook, Chairman



Wendy Buxton-Andrade, Vice-Chairman



Thomas Grasmick, Commissioner

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 5-23-2023

Submitter: Mark Westhoff, Administrator

Submitted to the County Administration Office on: 5-11-2023

Return Originals to: N/E

Number of originals to return to Submitter: N/E

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval for adding a Special Board of County Commissioner Meeting on **June 5, 2023** and **June 9, 2023** at 1:00 p.m., for the purpose of Commissioner and Voter Precinct Redistricting requirements.

Justification or Background:

Requirement due to the outcome of the 2020 US Census for Prowers County.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 5/23/2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 5/16/2023

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider approval of State Fiscal Year 2023-2024 Collaborative Management Memorandum of Understanding - About Families and Communities Engaged Interagency Oversight Group (F.A.C.E. IOG) and authorizing Lanie Meyers-Mireles, DHS Director to execute the document.

Justification or Background:

Fiscal Impact: This item is budgeted in the following code:

County \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

**COLLABORATIVE MANAGEMENT
MEMORANDUM OF UNDERSTANDING**

SFY 2023-2024

_____ (Lanie Meyers-Mireles, Director of Prowers County Department of Human Services) agrees to assume financial risk. The financial risk defaults to the fiscal agent unless otherwise stated here N/A. For this reason, *Prowers County About F.A.C.E. IOG* projects a conservative budget based on currently available resources.

Table of Resource Pooling SFY 2023-2024		
Party	IN-KIND	CASH
CMP Carry Over/Reserve Funds	\$ 199,995	
1. COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES	\$ 50,000	\$
2. JUDICIAL DISTRICT PROBATION DEPARTMENT	\$ 12,600	\$
3. JUDICIAL DISTRICT COURT	\$ 2,000	\$
4. HEALTH DEPARTMENT	\$ 12,500	\$
5. LAMAR SCHOOL DISTRICT	\$ 10,500	\$
6. MENTAL HEALTH CENTER	\$ 10,000	\$
7. REGIONAL ACCOUNTABLE ENTITY ("RAE")	\$ 5,000	\$
8. DIVISION OF YOUTH SERVICES ("DYS")	\$ 630	\$
9. DESIGNATED MANAGED SERVICE ORGANIZATION FOR THE PROVISION OF TREATMENT SERVICES FOR ALCOHOL AND DRUG ABUSE PURSUANT TO SECTION 27-80-107, C.R.S. ("MSO")	\$ 1,500	\$
10. COMMUNITY DOMESTIC VIOLENCE PROGRAM PURSUANT TO 26-7.5-104, C.R.S. ("DVP")	\$ 15,000	\$
11. COLORADO YOUTH DETENTION CONTINUUM	\$ 3,500	\$
12. SAFECARE COLORADO	\$ 2,500	\$
13. FAMILY REPRESENTATIVE	\$ 4,000	\$
14. ROOTS & WINGS FOR CHILDREN	\$ 2,000	\$
15. THE CORNERSTONE RESOURCE CENTER	\$ 5,000	\$
TOTALS	\$ 136,730	\$

**COLLABORATIVE MANAGEMENT
MEMORANDUM OF UNDERSTANDING**

SFY 2023-2024

C. Distribution of Funds. The Parties have established a collaborative management process addressing the distribution of funds if the MOU is terminated as further described in the by-laws/procedure guide. *Section XV of the By-Laws.*

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives have executed this Memorandum of Understanding and commit to all elements described above, effective for the dates written above. (Please note scanned and electronic signatures, with an attached digital receipt, are acceptable).

Interagency Oversight Group Members

MANDATED PARTNERS

1. COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES

Name and Title: **Lanie Meyers-Mireles, Director**
Agency: **Prowers County Department of Human Services**
Address: **1001 South Main Street**
City/State/Zip: **Lamar, CO 81052**
Phone: **719-336-7486 x127** Email: dssdirector@prowerscountv.net

Signature:

2. JUDICIAL DISTRICT PROBATION DEPARTMENT

Name and Title: **Byron N. Hall, Chief Probation Officer**
Agency: **15th Judicial Probation Department**
Address: **301 South Main Street, Suite 110**
City/State/Zip: **Lamar, CO 81052**
Phone: **719-336-8310** Email: byron.hall@judicial.state.co.us

Signature:

3. JUDICIAL DISTRICT COURTS

Name and Title: **Mike Davidson, 15th Judicial District Chief Judge**
Designee: **Byron N. Hall**
Agency: **15th Judicial District**
Address: **301 South Main Street, Suite 300**
City/State/Zip: **Lamar, CO 81052**
Phone: **719-336-7424** Email: mike.davidson@judicial.state.co.us

Signature:

4. HEALTH DEPARTMENT

Name and Title: **Meagan Hillman, Director**
Agency: **Prowers County Department of Public Health & Environment**
Address: **1001 South Main Street**
City/State/Zip: **Lamar, CO 81052**
Phone: **719-336-8721** Email: mhillman@prowerscountv.net

Signature:

**COLLABORATIVE MANAGEMENT
MEMORANDUM OF UNDERSTANDING**

SFY 2023-2024

5. SCHOOL DISTRICT – LAMAR

Name and Title: **Chad Krug, Superintendent**
Agency: **Lamar School District Re-2**
Address: **210 West Pearl Street**
City/State/Zip: **Lamar, CO 81052**
Phone: **719-336-3251**

Email: chad.krug@lamarschools.org

Signature:

6. MENTAL HEALTH CENTER

Name and Title: **JC Carrica, VP and Chief of Healthcare Strategy and Innovation**
Agency: **Valley -Wide Health Systems, Inc.**
Address: **711 Barnes Avenue**
City/State/Zip: **La Junta, CO 81050**
Contact Person: **Kailey Meardon**
Phone: **800-511-5446**

Email: CarricaJC@valley-widehealth.org
kmeardon@shgco.org

Signature:

7. REGIONAL ACCOUNTABLE ENTITY “RAE”

Name and Title: **Lori Roberts**
Agency: **Health Colorado, Inc.**
Address: **1740 Eagleridge Blvd.**
City/State/Zip: **Pueblo, CO 81008**

Phone: **303-877-5670**

Email: lori@healthcolorado.health

Signature:

8. DIVISION OF YOUTH SERVICES

Name and Title: **Connie Peterson, Regional Director - Southern Region**
Agency: **Division of Youth Services**
Address: **2864 S. Circle Drive, Suite 300**
City/State/Zip: **Colorado Springs, CO 80906**
Contact Person: **Ivett Ruiz**
Phone: **719-523-0201**

Email: connie.peterson@state.co.us
ivett.ruiz@state.co.us

Signature:

9. MANAGED SERVICE ORGANIZATION

Name and Title: **Daniel Darting, CEO**
Agency: **Signal Behavioral Health Network**
Address: **6130 Greenwood Plaza Blvd., Suite 150**
City/State/Zip: **Greenwood Village, CO 80111**
Contact Person: **Troy Bowman**
Phone: **720-645-2074**

Email: ddarting@signalbhn.org
tbowman@signalbhn.org

Signature:

**COLLABORATIVE MANAGEMENT
MEMORANDUM OF UNDERSTANDING**

SFY 2023-2024

10. DOMESTIC ABUSE PROGRAM

Name and Title: Jennifer Navarrette, Director
Agency: Domestic Safety Resource Center
Address: P.O. Box 953
City/State/Zip: Lamar, CO 81052
Phone: 719-336-4357

Email: admin@domesticsafetv.org

Signature:

NON-MANDATED PARTNERS

11. COLORADO YOUTH DETENTION CONTINUUM ("CYDC")

Name and Title: Nancy Chavarria – Coordinator
Agency: Fifteenth Judicial District – CYDC
Address: 301 South Main Street, Suite 110
City/State/Zip: Lamar, CO 81052
Phone: 719-336-8318

Email: nancy.chavarria@judicial.state.co.us

Signature:

12. SAFECARE COLORADO

Name and Title: Rosie Gomez - Supervisor
Agency: SafeCare Colorado
Address: 201 Kendall Drive
City/State/Zip: Lamar, CO 81052
Phone: 719-336-0261

Email: rosie.gomez@highplainschc.net

Signature:

13. FAMILY REPRESENTATIVE

Name and Title: Sharon Mauch
Address: 34140 County Road 9
City/State/Zip: Lamar, CO 81052
Phone: 719-336-7239

Email: sharon.mauch2@gmail.com

Signature:

14. ROOTS & WINGS FOR CHILDREN

Name and Title: Courtney Holt Rogers – Council Coordinator
Agency: Root & Wings for Children, Early Childhood Council
Address: 1001 South Main Street
City/State/Zip: Lamar, CO 81052
Phone: 719-336-7486

Email: cholt@prowerscountv.net

Signature:

**COLLABORATIVE MANAGEMENT
MEMORANDUM OF UNDERSTANDING**

SFY 2023-2024

15. THE CORNERSTONE RESOURCE CENTER

Name and Title: **Jennifer Mortimeyer – Director**

Agency: **The Cornerstone Resource Center**

Address: **111 West Parmenter Street**

City/State/Zip: **Lamar, CO 81052**

Phone: **719-691-6089**

Email: jenni@cornerstoneco.org

Signature:

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 05/23/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 05/17/2023

Return Originals to: Jana Coen, Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 5/17/2023 email poll approving letter of engagement between Advance Colorado and the Prowers County Board of County Commissioners for Advance to represent the BOCC in a lawsuit against Colorado SB23-303, and authorizing BOCC Chairman to execute the document.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code: _____

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on: N/A

Additional Approvals (if required):

PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO COUNTY ADMINISTRATION.

THANK YOU!

May 12, 2023

Dear Commissioners:

On behalf of Advance Colorado, I am pleased to offer legal representation to you regarding the General Assembly's recent passage of SB 23-303. Specifically, we are offering to file a complaint and litigate behalf of you, your county, and other elected officials, arguing that proposed ballot title is deficient, and the bill contains multiple subjects in violation of the Colorado Constitution.

Advance Colorado is a non-profit organization that pursues cases to advance liberty and responsible governance in Colorado. Because we are a nonprofit, public-interest law firm, our representation will be provided to you free of charge. Nonetheless, there are several important items upon which we need agreement before handling this matter. Please read all of these items carefully, and feel free to ask any questions you may have.

First, *our representation shall be limited to the matter stated above*. This letter is not an offer to represent you or anyone else in regards to any other matter. Furthermore, although my present intent is to represent you through completion of the case, we may terminate representation for good cause at any time, subject to applicable ethical rules.

Second, Advance reserves the right to associate with other attorneys and/or law firms to the extent necessary to carry out the representation described in this letter. You acknowledge and agree that we are authorized to share confidential information with attorneys and/or law firms that we may associate with or seek advice from for purposes of representing you in this litigation. If such attorneys charge for their services, we will bear the responsibility of paying their fees.

Third, *your cooperation is vital*. Ordinarily, public-interest litigation does not entail significant burdens on clients. However, the nature of this case means we may require your assistance in various ways: for example, by providing documents and information, giving depositions or affidavits, or testifying in court. We will make every effort to minimize these burdens, but by accepting this agreement, you agree to provide us with assistance as needed.

Fourth, our confidential communications are only protected by the attorney–client privilege so long as they are not divulged to third parties. I ask that you take steps to safeguard the confidentiality of our communications and, in particular, that you not forward or disclose our communications to others. Also, we will be using email and may use other forms of electronic communication (such as voicemail or texting) in the ordinary course of our work for you. Advance will take reasonable steps to ensure the integrity and confidentiality of our electronic communications, and we expect you to do the same. Nonetheless, these forms of communication involve some level of risk that they will be compromised by unauthorized access or by

inadvertent disclosure to unauthorized persons, and these risks cannot be completely avoided. By signing this letter, you acknowledge that you understand these risks and authorize us to communicate with you electronically.

Fifth, *most of our communications with you may be through a conduit.* Given the large number of commissioners seeking our representation in this matter, it may not always be feasible to communicate information to you directly. Thus, you agree that we may provide generally applicable information to and receive generally applicable information from **County Administrator Mark Westhoff**, and whom we understand has been generally authorized to speak on behalf of the group. Given the limited scope of this representation and the unity of interests on this specific issue of law, we believe this is an appropriate way to approach these logistical issues. Nonetheless, by insisting on this term, we do not intend to limit your ability to contact us.

Sixth, *it is unlikely but possible that our public-interest objectives may diverge from your personal interests.* If we perceive that this may occur, we will tell you. At any time, you are free to retain separate legal counsel at your own expense to advise you about any possible conflicts or any other matter (including the terms of this agreement). You also agree that, as a public official, you will not object to our naming you as a defendant in a lawsuit involving you in an official capacity on matters unrelated to this one (whether such suit is brought against you as a member of the **Prowers** County Board of County Commissioners or in any other public office you may hold in the future).

Seventh, we will seek reasonable attorneys' fees and costs from opposing parties in the event of a successful outcome and if such recovery is authorized by law. My legal representation is provided pro bono—i.e., at no cost to the client. Advance will bear its own attorneys' fees and costs, as well as miscellaneous expenses—such as filing fees, brief formatting and preparation, etc.—to prepare and litigate the issues present in this case. In the event there are fees or costs assessed against the plaintiffs in this matter, Advance also agrees to cover any fees and costs. However, by accepting this offer, you are promising that all costs and fees awarded in this matter for services rendered by Advance attorneys or litigation support personnel, if any, will be provided to Advance to assist in recouping its expenses and time spent on your behalf. Advance is relying on this promise in furnishing the services and incurring the costs contemplated by this agreement.


And, finally, *we believe that publicity is important both to your case and to our public-interest mission.* By signing this letter, you authorize us to disclose nonconfidential information regarding this matter. If you are contacted by the media regarding this case, you may refer such inquiries to Advance.

If this agreement is acceptable to you, please sign and return one copy and retain another for your records. We very much look forward to working with you.

Sincerely,

Suzanne Taheri
Advance Colorado

I have read this letter and agree to its terms.


SIGNATURE On behalf of Entity/Individuals

PRINTED NAME AND TITLE OF SIGNATORY :

RON COOK, CHAIRMAN PROWERS COUNTY COMMISSIONERS

ENTITIES and INDIVIDUALS COVERED BY AGREEMENT:

RON COOK, WENDY BUXTON-ANDRADE, THOMAS GRASMICK

17 May 2023