

INTERGOVERNMENTAL AGREEMENT
San Luis Valley Regional Environmental Health Program

THIS Intergovernmental Agreement ("IGA") is made and entered into effective as of January 1, 2026, by and between the Boards of Health ("Boards") of the five counties comprising the San Luis Valley who participated in the SLV Regional Environmental Health Program; Alamosa, Conejos, Costilla, Rio Grande and Saguache Counties, State of Colorado, acting in their capacity as the governing bodies of their respective public health agencies, hereinafter referred to collectively as the "Parties", to memorialize an agreement regarding the provision of Environmental Health Services in the San Luis Valley. The Parties state and agree as follows:

RECITALS

WHEREAS, the San Luis Valley Local Public Health Agencies, hereinafter called "LPHAs" are required by the Colorado Department of Public Health and Environment to provide services relating to environmental health and health and safety issues ("Environmental Health Services"), and,

WHEREAS, the San Luis Valley LPHAs are required by law to provide Environmental Health Services and it is neither necessary nor desirable for LPHAs to be dependent on the Colorado Department of Public Health and Environment to provide all of these services, and

WHEREAS, LPHAs wish to provide Environmental Health Services in their county through a Regional Environmental Health Program ("Program") which is necessary and in the best interests of our citizens, and

WHEREAS, LPHAs may establish a local regulatory and educational presence by utilizing State consumer protection contracts to provide environmental health expertise, and

WHEREAS, Art. XIV, section 18(2) (a), (b), Colo. Const. and section 29-1-203(1), C.R.S., provide that governmental entities may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs, the imposition of taxes, or the incurring of debt, only if such cooperation or contracts are authorized by each Party thereto with the approval of its legislative body or other authority having the power to so approve;

NOW THEREFORE, the parties agree to appoint Alamosa County to provide Environmental Health Services throughout the San Luis Valley as follows:

SECTION I.
DESCRIPTION OF SERVICES TO BE PERFORMED

The work performed shall be to comply with the regulations of the participating Parties and the Colorado Department of Public Health and Environment, and shall encompass environmental health services as set forth in Exhibit A. Alamosa County, acting as the fiscal agent for this Environmental Health Program may charge and collect the fees set forth in Exhibit B to provide those services on behalf of the citizens of the San Luis Valley.

SECTION II.



PAYMENT/CONSIDERATION

Alamosa, Conejos, Costilla, Rio Grande and Saguache Counties will make payments as set forth in Exhibit C to Alamosa County Public Health Department as local support for an Environmental Health Program. Payments shall be made in two installments annually, due in March and September. Such payment shall be for work to be performed as described herein. In the event that work is requested by a participating County Board of Health that is outside of the scope of this agreement as described in EXHIBIT A: General Scope of Environmental Health Services Program, and if the Alamosa County Environmental Health Program Manager determines the Program is able to provide the requested service, parties shall agree in writing on the scope and timing of services to be provided and the amount and timing of payment to Alamosa County for such additional services .

Any and all grant funds sought and received by Alamosa County for work on Program projects within the San Luis Valley will be administered through the Alamosa County Public Health Fund.

The scope of work and fees for services outside those dictated by Colorado State statute may be reviewed annually during budget hearings for the respective Boards and any amendment to this Agreement shall be adopted by the Parties to reflect the total payment for each successive calendar year.

Each Party agrees to maintain true and complete records as are necessary for audit, copying or review to determine compliance with this agreement and state and federal regulations and statutes.

SECTION III. RELATIONSHIP OF THE PARTIES

The Parties intend that Alamosa County shall act as an independent contractor and nothing in this IGA shall be construed to create an employer/employee relationship between LPHAs and Alamosa County. The Parties are associated with each other only for the purposes and to the extent set forth in this IGA, and in respect to performance of services pursuant to this IGA, each Party is and shall be a public agency separate and distinct from the other Parties and, subject only to the terms of this IGA, shall have the sole right to supervise, manage, operated, control and direct performance of the details incident to its duties under this IGA. Nothing in this IGA shall be deemed or construed to create a partnership or joint venture, to create relationships of and employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to indebtedness, liabilities and obligations of the other agency or any other Party. Work to be performed shall be set forth by Alamosa County through job descriptions.

SECTION IV. OVERSIGHT AND SUPERVISION

Environmental Health Program Manager, Specialist(s), Technicians and support staff are employees of Alamosa County. Work shall be performed in consultation with the Directors of Public Health and their respective Commissioners. In no event may staff or representatives of Alamosa County enter into any contracts or agreements on behalf of other San Luis Valley counties or otherwise obligate or bind the other San Luis Valley counties and the Parties without the express and written agreement of all interested Parties.

Regulatory activities shall be recorded and submitted to the Boards of Health on request or as stipulated in the job descriptions for the type of work identified in Exhibit A of this agreement. Alamosa County agrees to comply with all Federal, State and Municipal laws, rules and regulations that are now or may in the future become applicable to the Parties performance as covered by this IGA or accruing out of the performance of such work.

It is understood and agreed that the Environmental Health Program will provide regular reports on activities to the San Luis Valley County Commissioners Association, as well as special reports as requested. In addition, quarterly reports summarizing county-specific work performed will be provided to local Boards of Health through the Local Public Health Agency Director.

It is understood and agreed that Alamosa County Public Health shall house and supervise an Environmental Health Program Manager, Specialist(s), Technicians and support staff to establish program procedures and to oversee and implement the Environmental Health Program under the terms of this agreement. Nothing in this IGA is intended, or should be interpreted, to waive any provisions of the Colorado Governmental Immunity Act, 24-10-101, C.R.S., et seq., ("CGIA"). Each party to this Contract shall be entitled to all defenses and immunities set forth in the CGIA. No third party beneficiary rights are created by this IGA.

**SECTION V.
AMENDMENTS**

Material modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and not binding on any Party hereto unless set forth in writing and signed by all Parties.

**SECTION VI.
DURATION**

This IGA shall commence upon the effective date set forth above and renew for subsequent terms of one calendar year with consideration for payment and services that shall be made pursuant to Exhibits A, B and C of this IGA.

Each party to this IGA may terminate their participation unilaterally and without cause by providing the other Parties with at least sixty days prior written notice to the addresses specified below. This IGA may be terminated by mutual consent of all interested Parties. This IGA represents the entire understanding of the Parties hereto and no prior or contemporaneous promise, representation, term, condition, or understanding shall be of any force or effect unless embodied herein in writing.

**SECTION VII.
DEFAULT**

It is agreed that in the event of default by either of the parties, the non-defaulting party shall give the defaulting party written notice by certified mail of such default and the defaulting party shall have ten days to correct said default. If said default is not corrected within said ten day period, the non-defaulting party may terminate this IGA with no further notice. If legal action is commenced, the prevailing party shall be entitled to recover costs and attorney's fees incurred in connection with any such action.

No liability under this IGA shall be subject to punitive damages. No Party shall be deemed in violation of this IGA if prevented from performing its obligations due to strikes, civil or military authority, act of a public enemy, accidents, fires, explosions or acts of God.

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This IGA and the rights and obligations of the Parties shall be governed by the laws of the State of Colorado. Parties agree and consent to the jurisdiction of the State Colorado District Courts for enforcement of this IGA.

**SECTION VIII.
SEVERABILITY**

If any provision contained in this IGA is held to be unenforceable by a court of law or equity, this IGA shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this IGA unenforceable.

**SECTION IX.
NOTICES**

Any notices to be given pursuant to this IGA shall be made in writing and delivered either by U.S. Mail or by personal service to the addresses specified below:

Alamosa County:
Board of County Commissioners
c/o Alamosa County Public Health Dept.
8900-B Independence Way
Alamosa, CO 81101
719-589-6639

Conejos County:
Board of County Commissioners
c/o Conejos County Public Health Agency
19023 Hwy 285
La Jara, CO 81140
719-274-4307

Costilla County:
Board of County Commissioners
c/o Costilla County Public Health Agency
233 Main St. Suite C
PO Box 99
San Luis, CO 81152
719-672-3332

Rio Grande County:
Board of County Commissioners
c/o Rio Grande County Public Health
Agency
925 6th St., Room 101
Del Norte, CO 81132
719-657-4231

Saguache County:
Board of County Commissioners
c/o Saguache County Public Health Agency
505 Third Street
P.O. Box 68
Saguache, CO 81149
719-655-2533

The Parties represent and warrant that the person executing this IGA on behalf of each Party has the full power and authority to enter into this IGA and that the Parties are authorized by law to perform the services set forth in Section I.

IN WITNESS WHEREFORE, the respective parties have hereunto set their signatures effective the day and year first above written.

**EXHIBIT A:
General Scope of Environmental Health Services Program January 2026**

REGULATORY

- Complaint Investigation
- Retail Food Establishment (RFE)
 - RFE Inspection
 - Review of Potential RFE
 - RFE Plan Review
 - RFE Equipment/Product Review
 - RFE Hazard Analysis Critical Control Point (HACCP) Plan Review
 - RFE Temp Event Plan Review and Inspection
 - Other services as requested
- Child Care Facility (CCF)
 - CCF Inspection
 - CCF Plan Review
 - Other services as requested
- Schools
 - Inspection
 - Plan Review
 - Other services as requested
- Body Art
 - Yearly Facility Inspection
 - Follow up
 - Plan Review
 - Pre-opening inspection
 - Other services as requested

WATER QUALITY

- Complaint Investigation

AIR QUALITY

- Complaint Investigation

SOLID WASTE

- Complaint Disposal Inspection

HAZARDOUS WASTE

- Complaint Investigation

OIL, GAS and other MINING

- Complaint Investigation

OTHER PROGRAMS AND SERVICES

- As funded

**EXHIBIT B:
Fee Schedule
January 2026**

Retail Food Safety	
Review of Potential Retail Food Establishment	\$100.00 (non-refundable)
Pre Operational / Change in Ownership Inspection	\$100.00 (non-refundable)
RFE Plan Review Application	\$150.00 (non-refundable)
RFE Plan Review and Pre Opening Inspection	\$75.00/hour not to exceed \$900.00
RFE Equipment/Product Review Application	\$100.00 (non-refundable)
RFE Equipment/Product Review	\$100.00/hour not to exceed \$500.00
RFE HACCP Plan Review (Written)	\$75.00/hour not to exceed \$100.00
RFE HACCP Plan Review (Operational)	\$75.00/hour not to exceed \$620.00
RFE Other Services Requested	\$75 per hour
RFE Temp Event Plan Review and Inspection	\$75 per hour

Child Care/ Schools	
Child Care Inspection Fee	\$75
Childcare Plan Review	\$75
Childcare Pre Opening Inspection	\$75 per hour
School Plan Review	\$75
School Opening Inspection	\$75 per hour
Childcare/ Schools Other Services Requested	\$75 per hour

Body Art	
Body Art Yearly Inspection	\$75
Body Art Follow up	\$75 per hour
Body Art Plan Review	\$75 per hour
Body Art Pre Opening Inspection	\$75 per hour
Body Art Other Services Requested	\$75 per hour

EXHIBIT C -
Schedule of Payment 2026

County	Dates of services	Amount due for year 2026
Alamosa	1/1/26 – 12/31/26	\$56,996.25
Conejos	1/1/26 – 12/31/26	\$23,306.90
Costilla	1/1/26 – 12/31/26	\$12,577.80
Rio Grande	1/1/26 – 12/31/26	\$52,060.87
Saguache	1/1/26 – 12/31/26	\$20,121.18

**SIGNATURE PAGE
INTERGOVERNMENTAL AGREEMENT
San Luis Valley Environmental Health Program**

Jody Kern, Director/Date
Alamosa County Public Health Dept

Vern Heersink, Chair/Date
Alamosa County Board of County Commissioners

Denise Jiron, Director /Date
Conejos County Public Health Agency

Mitchell Jarvies, Chair/Date
Conejos County Board of County Commissioners

Paul Wertz, Director/Date
Costilla County Public Health Agency

Steven Romero, Chair/Date
Costilla County Board of County Commissioners

Kolawole Bankole, Director/Date
Rio Grande County Public Health Agency

Tyler Ratzlaff, Chair/Date
Rio Grande County Board of County
Commissioners

Mona Lovato, Director/Date
Saguache County Public Health Agency

Tom McCracken, Chair/Date
Saguache County Board of County Commissioners

ALAMOSA COUNTY PUBLIC HEALTH - REGIONAL ENVIROMENTAL HEALTH
BUDGET REQUEST
2026

ACCOUNT DESCRIPTION	2025 BUDGET	2026 BUDGET
REVENUES:		
ENVIRONMENTAL HEALTH FEES	15,000.00	18,000.00
ENVIRONMENTAL HEALTH	242,388.00	234,093.00
EH LICENSE FEES	114,000.00	140,000.00
TOTAL REVENUES	371,388.00	392,093.00
EXPENDITURES:		
REGIONAL ENVIRONMENTAL HEALTH		
SALARIES	190,000.00	206,000.00
HEALTH INSURANCE	66,745.00	66,600.00
WORKMANS COMPENSATION	150.00	1,000.00
REPAIRS & MAINTENANCE	500.00	500.00
RENT	1,958.00	1,958.00
LEASE PAYMENTS	1,580.00	1,580.00
DUES & MEETINGS	500.00	500.00
CONTINUING EDUCATION	.00	500.00
MEETINGS AND TRAININGS	600.00	100.00
TELEPHONE	2,575.00	2,575.00
ADVERTISING & LEGAL NOTICES	50.00	50.00
PRINTING	550.00	550.00
POSTAGE	550.00	550.00
TRAVEL EXPENSE	6,500.00	6,500.00
OFFICE SUPPLIES	300.00	300.00
OPERATING SUPPLIES	500.00	500.00
LEGAL & ACCOUNTING	2,200.00	2,200.00
SUPPORT FEES	3,730.00	3,730.00
COMPUTER	1,800.00	1,800.00
FEE FOR LICENSES	14,000.00	18,000.00
SHARED ADMINISTRATION	76,600.00	76,600.00
TOTAL EXPENDITURES:	371,388.00	392,093.00
REVENUE OVER (UNDER) EXPENDITURES	.00	.00

Projected Revenue Breakdown

Env Health Fees	15,000.00	18,000.00
(Pre-Operational, Temp Events, Childcare Inspec., Body Art, Plan Reviews, Etc.)		
Environmental Health		
CORE contract w/State	69,825.00	62,510.00

ALAMOSA COUNTY PUBLIC HEALTH - REGIONAL ENVIROMENTAL HEALTH
BUDGET REQUEST
2026

FDA Grant	7,500.00	6,520.00
County Co-Pays	165,063.00	165,063.00
Retail Food License Fees	<u>114,000.00</u>	<u>140,000.00</u>
Total Projected Revenue	371,388.00	392,093.00