

PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
April 25, 2023

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

8:00 a.m. Board of Human Services, Lanie Meyers-Mireles
8:30 a.m. Board of Health, Meagan Hillman

WORK SESSION

9:00 a.m. BOCC
- Updates

9:30 a.m. Michelle Hiigel, Land Use Director
- Update on Redistricting

10:00 a.m. Kathy Scranton, Big Timbers Museum Curator
- Museum Update

10:30 a.m. Staffon Warn, Rural County Fire Chief
- Update

11:00 a.m. Matt Albright, SCEDD
- Update on CEDS, Brownfield, and Broadband

11:30 a.m. Karen Bryant, Prowers Medical Center CEO
- Update

11:45 a.m. Brian Cullen, Colo Junior Rodeo Association – Per Phone
- Fairgrounds Facility Agreement and Waiver of Fees

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 April 11, 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.

Rose Pugliese, County Attorney
- Updates

1:20 p.m.

Mark Westhoff, County Administrator
- Updates

ACTION ITEMS:

1. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Colorado Junior Rodeo Association, event scheduled for August 16 - 20, 2023.
2. Consider ratifying 4-5-2023 email poll approval of a Proclamation hereby proclaiming the week of April 4-10, 2023 as National Public Health Week 2023 in Prowers County, Colorado.
3. Consider approval of Underground Utility Permit #948, #949, and #950 for May Valley Water. No fee required.
4. Consider approval of Memorandum of Understanding between (A) the Rural Consortium Workforce Development Board (the "Workforce Board"); (B) the Colorado Rural Workforce Board of Local Elected Officials (the "LEO Board"); (C) the Colorado Department of Labor and Employment, Division of Employment and Training, acting by and through the Colorado Rural Workforce Consortium ("CRWC" or the "State"); and (D) The One-Stop Partner (collectively "the Parties") as required by Workforce Innovation and Opportunity Act of 2014 (WIOA) and authorizing Lanie Meyers-Mireles, DHS Director, to execute the document electronically.
5. Consider approval of Statement of Work and Budget for Child Fatality Prevention Act, total payment amount \$3,500.00 and authorizing Meagan Hillman, Public Health Director to execute the document.
6. Consider approval of the Prowers County Department of Human Services Civil Rights Plan as required per 10 CCR 2505-5 1.202.7.d.
7. Consider ratifying 4-17-2023 verbal poll approval for Payment of Bills and voided Checks, if any, presented in the amount of \$196,773.45 with the certification date of 4-19-2023.
8. Consider ratifying 4/18/23 email poll approval for payment of bills in the amount of \$4,747.61 for the Department of Human Services as presented, in the amount of \$3,627.55 for Welcome Home Child and Family Development Center as presented and in the amount of \$270.85 for H3C with the certification date of 4/19/2023.
9. Consider approval of a Letter to Commercial Highway business owners regarding new Junk/Rubbish Regulations and required Screening.
10. Consider approval of sending a Letter of Concurrence, written on behalf of Matthew Hess, to Element Engineering, concurring with the proposed Town of Holly Water Improvements Project.

11. Consider to approve of Subdivision Exemption Application by Carol Flint, in the W½ of Section 17, Township 22, Range 45 West, the 6th P.M. The request is to subdivide approximately 2 acres from the existing property of 318.51 acres. The property is located in an A-1 Irrigated Agriculture zone. This will be a Second Subdivision. The application was approved by the Planning Commission on January 11, 2023.
12. Consider approval of Final Subdivision Exemption plat map by the estate Charles Leonard Rink, Milton Rink Personal Representative. Application request was approved on March 15, 2023 by the Planning Commission and on March 21, 2023 by the BOCC. Minor Subdivision, Amended First Subdivision, in the SE ¼ SE ½ of Section 21, Township 22 South, Range 44 West, 6th P.M, subdividing 5.00 acres into two tracts; Tract 1-3.00 acres and Tract 2-2.00 acres, to be recorded in the County Clerks' Office.
13. Consider approval of Intergovernmental Agreement between Prowers County Public Health and Environment and Otero County Health Department for Environmental Health Assistance effective April 1, 2023 and authorizing Meagan Hillman, Public Health Director, to execute the document.
14. Consider Approval of a Resolution transferring revenue between Sales Tax Fund to Capital Fund in the amount of \$500,000.00.

PREVIOUSLY TABLED ACTION ITEMS:

1. Consider approval of Second Reading and Adoption of the Prowers County Ordinance No. 2023 – 2, Adopting the 2020 Edition of the Model Traffic Code for Colorado, with an effective date immediately upon adoption.

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: 04/25/2023

Submitter: Sheryl Reifschneider, AP Director

Submitted to the County Administration Office on: 1/23/2023

Return Originals to: Sheryl Reifschneider and Jana Coen, County Clerk

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action: Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Colorado Junior Rodeo Association, event scheduled for August 16 - 20, 2023.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

PROWERS COUNTY FAIRGROUNDS FACILITY

RENTAL AGREEMENT

| | |
|--|---|
| Today's Date: <u>1/23/23</u> | Date(s) of Events: <u>8/17-20/23</u> |
| Name of Organization: <u>Colorado Jr. Rodeo Assn.</u> | Set Up Time: <u>8/16/23 8am</u> pm |
| Name & Address of Authorized Agent: <u>Brian Cullen</u> <u>3387 CR 38.5</u> <u>Yuma, CO 80759</u> | Event Starts: <u>8/17/23 8am</u> pm |
| Phone: <u>970-534-1444</u> | Finish Time: <u>8/20/23 8am</u> pm |
| Sales Tax ID: _____ | <input checked="" type="checkbox"/> Arena <input checked="" type="checkbox"/> Home Ec |
| | <input type="checkbox"/> Centennial <input checked="" type="checkbox"/> Pavilion |
| Type of Event: <u>Youth rodeo finals</u> | |

If approved by the Board of County Commissioners, I agree to pay fees in the amount of \$_____ or to submit a request for a waiver of the fees. I understand the decision to waive any or all of the fees are at the total discretion of the Board of Commissioners. I have attached copies of my State of Colorado Sales Tax License and the City of Lamar Sales Tax License. Failure to do so will result in denial of my rental request, unless I am legally exempt. The attached lease terms are part of this agreement.

[Signature]
Authorized Agent

2/1/23
Date

The Board of County Commissioners reserves the right to not lease any portion or all of the Fairgrounds to any organization which it deems in its sole discretion, to be in direct and adverse competition to Prowers County merchants or is otherwise detrimental to Prowers County citizens. Fees may be adjusted at the discretion of the Board based upon the number of participants or unique conditions. Fees are based on daily rates.

Rental Approved:

[Signature]
Maintenance & Facilities Director

2-3-23
Date

Chairman
Prowers County Board of Commissioners

Date

For County Use Only:

Date Booking Fee Paid \$25.00: _____ Damage/Cleaning Deposit: _____
Date Rental Fee Paid: _____ Date Paid: _____

Inspection completed: _____ Damage/Cleaning Deposit Refunded: Y/N, if no, see attached.
Please note that any deposit refund due back to you will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.

Liability Insurance received: Yes___ No___ Date: _____

PROWERS COUNTY FAIRGROUNDS

FACILITY RENTAL RESERVATION AGREEMENT

Between Prowers County Board of Commissioners (Commissioners), and the Authorizing Agent renting the facility, (User).

1. Determination of fees for use of the facilities shall be made by the Commissioners in accordance with the established fee schedule and agreed to by the User at the time the reservation is confirmed.
2. Unique events may require an increase in fees/charges and/or conditions in addition to those shown. The Commissioners reserve the right to modify any of the conditions as necessary on a case-by-case basis. Holiday use of the Fairgrounds is subject to approval by the Commissioners. All County holidays are observed by County Maintenance Personnel. No Prowers County Personnel will be made available to users over County approved Thanksgiving and Christmas holidays. Additional fees will be assessed for events scheduled on holidays. Overtime charges for County Maintenance Personnel at a rate of two times the normal hourly rate will be charged for holiday events in addition to regular fees and charges with the exceptions described previously in this paragraph.

3. Use of all facilities shall be scheduled through the Prowers County Administration Office only.

Fees and deposits

- a) **A non-refundable booking fee of \$25.00 per event must be paid when each event is scheduled.**
 - b) The \$25.00 booking fee is due before an individual or entity may have their name placed on the Fairgrounds Calendar to reserve a facility at the Fairgrounds.
 - c) If the event does not go forward for whatever reason, the \$25.00 fee **WILL NOT BE REFUNDED.**
 - d) Remainder of fees and security deposit must be submitted to the office no less than 10 working days prior to the date scheduled. (Commercial users: fees must be paid in certified funds.) **The security/damage deposit is required and due from all users whether use fees are waived or not.** Failure to pay fees 10 working days prior to event may result in cancellation of facility use. Access to the facilities at any time other than stated on this form is not allowed unless prior approval is received from Prowers County. **Please note that any deposit refund due back to you will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.**
4. The scheduling of the activities shall be made in the name of one individual who must, as a condition of use, read this document and accept responsibility for adequately supervising the event; assure that the facilities are used for the purpose for which they are scheduled; reimburse the County for damage to the property or facilities including excessive clean-up costs that may occur in connection with the event; assure payment, in full, of all charges for space and equipment requested; and ensure that all promotion and advertising of events involving the use of the facilities shall identify the individual or group sponsor of the event.
 5. The cleanup and damage deposit must be paid 10 working days prior to the scheduled event. Said deposit shall be utilized by the county, if at all, for cleanup of the rented premises and repair of damages to same made necessary by the User's rental of the premises. In the event that the User performs cleanup of the premises in a suitable manner; said deposit will be reviewed for return to the User at the next regularly scheduled meeting of the Commissioners. **User will be personally liable for any expense for damage and/or cleanup in excess of the required deposit.**
 6. In case of cancellation, fees will be refunded (less booking fee) if notice of cancellation is received 10 working days prior to scheduled use. If the event is cancelled due to inclement weather, the event may be rescheduled with no additional fees due. If the event is rescheduled for any other reason, an additional booking fee will be charged.
 7. Subleasing or charging additional fees to use the Fairground Facilities will not be permitted.

8. Non-commercial User may have one day in advance for set-up, decorating, etc. between the hours of 8:00am and 4:00pm on the condition there is nothing previously booked on that date. If additional days are required for set-up, an additional fee of \$ _____ will be charged for each additional day. Commercial Users: If special set-up/tear-down is required, standard facility use days will be charged on a ½ day basis.
9. Liability insurance is **required** for all commercial events. Certain “at risk” activities i.e. rodeos, tractor pulls, carnivals, circuses, etc. are **required** to provide liability insurance. An insurance certificate showing Prowers County as an additional insured **must** be provided to the County no later than 10 working days prior to the scheduled event.
10. Under Colorado Law, an equine professional is not liable for any injury to or the death of a participant in equine activities resulting in the inherent risks of equine activities, pursuant to Section 13-21-119, Colorado Revised Statutes.
11. The User acknowledges that User’s rental of County’s property is not subject to the direct supervision and control of County personnel. Accordingly, and in express consideration for the within rental agreement, User hereby agrees to indemnify, and hold harmless, Prowers County, its officers, agents, and employees from and against any and all claims for liability asserted for personal injury, or property damage to any and all persons or entities whatsoever, and arising out of User’s rental of County’s property as hereinabove set forth. This indemnification expressly extends to any and all damage awards, and shall further cover all costs of defense, which shall be conducted in County’s sole discretion, including attorney’s and expert witness fees.
12. The within agreement shall be and become binding upon, and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. Any action necessary to construe, interpret, or enforce the provision of the within agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, with the substantially prevailing party therein being entitled, as a matter of contract law an agreement to recover its costs and expenses therein incurred, including reasonable attorney’s and expert witness fees.
13. Falsified or misleading information on this form may be cause for cancellation of this contract and forfeiture of security deposit and/or fees paid and may result in loss of future usage of the facility
14. The user shall pay, in full, the required fee, damage deposit fee, or security deposit fee as established by the Prowers County Board of Commissioners. It is Prowers County policy that no facility shall be made available for use until full payment of the required fee is recorded. It is understood that this document defines *use* as Fairground Facility use only and does not in any way include the use of Prowers County Personnel. Each user is solely responsible for the care of the facilities, preparation of the arena floor for the duration of the event, clean-up of the facilities, grounds, and parking areas during, and at the conclusion, of the event. Parking areas are included in the use and clean-up of all facilities.
15. The user shall be required to call for an on-site facility orientation with the Fairgrounds Caretaker no later than 5 working days prior to the event. The user will be familiarized with information pertaining to use of the facility, obtain keys, and will have the opportunity to ask questions of the caretaker. The Fairgrounds Caretaker can be reached by calling 931-0034 and is available to schedule an orientation Monday – Friday 9:00am to Noon and 1:00pm to 3:00pm. *Regularly scheduled monthly meeting organizers are not required to complete an orientation, however, are expected to cooperate with the expectations for use outlined in this document.* The user understands that Prowers County does not employ 7 day per week, 24 hour per day Fairgrounds Personnel. The Fairgrounds Caretaker hours are scheduled from 8:00 am to 5:00pm, Monday –Friday. The Fairgrounds Caretaker schedule may change to correlate with an event; however, changes must be pre-approved and are at the discretion of the Prowers County Maintenance Supervisor.
16. Every effort has been made to provide Fairground Facilities that are adequately maintained and appropriately prepared for normal use. It is further understood that building and grounds systems can, and do, fail at times. Failures may include, but are not limited to; electrical outlet power losses and blown breakers due to abnormal use and overloaded circuits, public announcing or loudspeaker malfunctions, lighting failures, water supply problems, and restroom malfunctions, etc. There are no guarantees against such failures either implied or stipulated in this document. Prowers County Personnel will only be made available during off-hours in the event

of an emergency pertaining to life safety or unsanitary conditions. All other unexpected occurrences should be documented and will be addressed on the next regular work day.

17. The user understands that costs incurred by Prowers County due to responding to non-emergency calls for service, facility or grounds clean-up, and sub-contractor repairs for damages to equipment or facilities will be billed to the user at a rate of 2 times the actual costs. It is the user's responsibility to minimize non-emergency calls for service.
18. The user agrees that it is their responsibility to provide, and be responsible for, the equipment or supplies necessary to circumvent potential failures in the buildings, restrooms, or arena including; portable generators, portable toilets, portable amplifier or loudspeaker systems, water, and/or water trucks for wetting a dusty arena floor, toilet paper and hand towel paper supplies, first aid supplies, etc.
19. The user is specifically responsible to ensure adherence to these written and any posted policies and to:
 - a) Provide written documentation specifying any concerns, system failures, or break-downs and deliver that documentation to the Fairgrounds Caretaker. Please do not manipulate circuit breakers.
 - b) Pick-up trash and debris accumulated during the event including parking areas, and deposit the trash in the 55 gallon trash drums provided, or if full, into available dumpsters.
 - c) Re-stock indoor and outdoor men's and women's restrooms with toilet paper and paper hand towels as needed throughout the event. The Fairgrounds Caretaker will make these items available to users.
 - d) Pick-up trash in, and around, the indoor and outdoor restrooms, the kitchen, and concession stands and leave fixtures, appliances, and counter surfaces clean. Sweep and mop, or vacuum indoor floor surfaces.
 - e) Make appropriate arrangements for providing the necessary crowd control, public safety, and building security for the event.
 - f) Ensure that scheduled dance events end at 12:00 Midnight, no exceptions.
20. Prowers County assumes no responsibility for lost or stolen items.
21. Alcohol is not allowed on the Fairgrounds at any time.
22. **Building or grounds emergency call: 931-0034 or 931-9335. Medical or safety emergency call: 911.**

I have read, understand, and agree to the terms and conditions outlined in this agreement.

Date: 2/1/23

Organization: Colorado Jr. Rodeo

Authorizing Agent Printed name: Brian Cullen

Authorizing Agent Signature: [Signature]

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: _____

PROWERS COUNTY FAIRGROUNDS

FEE SCHEDULE

| Facilities Requested | NFP Not For Profit | Resident Commercial For Profit | Non-Resident Commercial For Profit | # of days/head of livestock | Total |
|--|--------------------------|--------------------------------------|--|-----------------------------------|-------|
| Arena Rent <i>Daily</i> | \$150 | \$300 | \$970 | yes | |
| Pavilion Rent <i>Daily</i> | \$150 | \$300 | \$970 | yes | |
| Home Economics' Bldg. Rent <i>Daily</i> | \$150 | \$150 | \$350 | yes | |
| Use of Parking Lots Arena Lot /Grounds <i>Daily</i> | | | \$210 | yes | |
| Overnight Boarding (Arena Pens) <i>Daily</i> | \$5/Head | \$5/Head | \$10/head | yes | |
| * Pavilion Boarding <i>Rodeo Events Minimum Fee</i> <i>Daily</i> | \$10 | \$30 | \$40 | yes | |
| R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only <i>Daily</i> | \$20 | \$20 | \$30 | yes | |
| Dry Camping and Horse Penning at Designated Southwest Parking Lot ONLY <i>Daily</i> | \$10 | \$10 | \$20 | yes | |
| Elmer's Garden <i>Daily</i> | \$0.00 | \$0.00 | \$0.00 | | |
| Cleaning/Damage Deposit (Due 10 days prior to use) | \$125 | \$200 | \$200 | | |
| TOTAL (DUE 10 DAYS PRIOR TO USE) | | | | | \$ |

* Rental Fees for the Pavilion will not be charged since the Event Organizer is responsible for collecting the \$10.00 Fee. The \$10.00 fee is still subject to 50/50 split.

1. Fees are based upon a per calendar day rate. Events which extend beyond midnight of the scheduled day may be subject to a fee for an additional day.
2. NFP stands for Not for Profit Organization. The Board reserves the right to request verification of NFP status.
3. A commercial enterprise is defined as an activity where fees are charged to entrants and the sponsoring entity retains some or all of the proceeds from the activity or where goods or services are offered for sale or lease to the general public. The Board reserves the right to determine if an enterprise is a commercial activity.
4. Commercial vendors will pay a fee in addition to the fees listed on the attached fee schedule in the amount of 1% of gross sales, based upon the vendor's projections. The amount of the projected sales will be verified by comparison of the projection to Sales Tax as reported to the State.
5. It is understood that these fees are for the use of the facilities requested only and does not in any way include the use of Prowers County Personnel.
6. It is the responsibility of the Event Organizer to make arrangements to meet on-site with the Fairgrounds Caretaker no later than 4 days prior to the event to receive building keys and facility use instructions.
7. REGISTERED EVENTS ONLY:
 - a. Covered and uncovered stall fees are to be reserved, collected, refunded for cleaning, and accounted for by the Event Organizer with the understanding that:
 - i. If covered stalls are cleaned by the Event Organizer after use, the amount collected is split 50%/50% between the Event Organization and Prowers County.
8. REGISTERED EVENTS ONLY:
 - a. RV Electrical and water hook-up fees are to be reserved, collected, and accounted for by the Event Organizer with the understanding that:
 - i. Each individual RV hook-up is provided for use exclusively by only one reserved RV. There is no sharing of electrical or water hook-ups.
 - ii. No horses or livestock shall be penned near or around RV hook-up areas. Paid RV users must pen horses in covered stalls.
 - iii. \$5.00 from each RV hook-up and dry camping fee reserved and collected is returned to the Event Organization.
 - iv. No RV, Trailer, Camper or Horse Trailer electrical hook-ups are allowed at any electrical outlet located on the Pavilion Structure. The Event Organization will be responsible to pay for any damage incurred due to unauthorized electrical connections.

PROWERS COUNTY FAIRGROUNDS

REGISTERED RODEO EVENTS

FAIRGROUNDS USE:

The Prowers County Fairgrounds is available for registered rodeo events in-season from April through October. Conditions for use of the facilities for all events including registered rodeo events are specifically detailed in the following information:

1. Prowers County Fairgrounds Facility Rental Reservation Agreement, 3 pages. Revised October 20, 2011.
2. Prowers County Fairgrounds Facility Rental Agreement, 1 page. Revised October 20, 2011.
3. Fairgrounds Fee Schedule, 2 pages. Revised October 18, 2011.
4. All event organizers who may be interested in reserving the Prowers County Fairgrounds for a registered rodeo event are encouraged to read very carefully all of the rental information provided by Prowers County before scheduling any rodeo event.

REGISTERED RODEO EVENTS:

Scheduled registered rodeo events are to be conducted in cooperation with the established fees and agreements for use of the Prowers County Fairgrounds. Event organizers are encouraged to include this information in all event literature distributed to potential rodeo participants in an effort to lessen costly misunderstandings during the event.

Unless otherwise specified, the following are applicable to registered rodeo events:

1. The fairgrounds rodeo arena is watered regularly using a water reel. Use of the water reel by event organizers is prohibited. The rodeo arena may be watered once daily during a registered rodeo event at the event organizers request only if scheduled and coordinated with the Fairgrounds Caretaker.
2. The fairgrounds rodeo arena is worked prior to the rodeo event by the Fairgrounds Caretaker using Prowers County equipment. Working the arena during the event is the responsibility of the event coordinator. The county tractor and attached arena king finisher are available for use by the event coordinator, or specified driver, for the duration of the event. A key to the tractor is provided only after the specified driver has met on-site with the Fairgrounds Caretaker for operating instructions.
3. Concession stand use is by reservation only. Call the Prowers County Extension service (336-7734) to reserve.
4. The event organizer is responsible to reserve and collect fees for covered stalls located in the Prowers County Pavilion. The stalls are located in the Prowers County Sale Barn and set-up by Prowers County Staff before the event.
5. The event organizer is responsible for ensuring the following:
 - a. Scheduling with the Fairgrounds Caretaker for setting up horse stalls in the Pavilion.
 - b. Scheduling with the Fairgrounds Caretaker for cleaning the stalls after the event.
6. The event organizer is responsible for reserving and collecting all fees associated with R.V. hook-ups, dry camping, and horse stall fees.

The event organizer is responsible for ensuring the following:

1. **No** horses shall be tied or penned at, or near, any R.V. electrical or water hook-up located at the arena parking area and arena parking area fencing, or at the R.V. hook-ups located north of the Prowers County Pavilion.
2. **No** R.V. campers, horse trailers, or other similar vehicles shall not be allowed to park near, and/or plug any electrical cord into the electrical outlets located in the Prowers County Pavilion.
3. **No** horses shall be tied to, or penned near, any permanent fence or any tree located anywhere on Prowers County Fairgrounds property.
4. **All** dry camping and horse penning shall be located in the south west dirt parking area only. Under no circumstances shall dry camping and penning be located on roto-mill, asphalt, or grass areas elsewhere on the Prowers County Fairgrounds property. The Event Organizer is responsible for the cost of clean-up if horses are penned or tied in areas outside dry camp areas.

5. All R.V. hook-ups (pedestal) provided for use during registered rodeo events are for one (1) R.V. camper only. Under no circumstances shall more than one R.V. camper plug into a reserved pedestal.
6. All horses and livestock are prohibited from access to paved pedestrian and driveways, grassy areas, treed areas, and covered buildings with the exception of the Prowers County Pavilion.

USE OF THE PROWERS COUNTY FAIRGROUNDS R.V.

ELECTRIC PEDESTALS

In an on-going effort to mitigate potential damage, and to maintain safe, reliable electrical pedestals it is the responsibility of the Event Organizer to remind each camper utilizing the pedestals that:

- Each electrical pedestal is wired for 50 amp., 30 amp., or 20 amp. uses and should not be overloaded with multiple or piggyback cords and appliances.
- Each electrical pedestal is intended to be used by a single user. One camper - one pedestal. Choose one 50, 30, or 20 amp outlet that best meets the required load for each R.V. or Camp Trailer.
- Each electrical pedestal is complete and ready for use. Under no circumstances shall the face plate cover be removed and/or the electrical outlets, wiring, or related pedestal components be manipulated.
- Use only safe and well maintained electrical cords and plugs designed to carry the specified load. Under no circumstances shall exposed cord wires be direct wired into any electrical pedestal or pedestal outlet.
- Do not secure livestock or pets to the electrical pedestals or water hydrants located in designated R.V. campsites or throughout the fairgrounds.
- **The electrical pedestal located north of the Crow's Nest is intended for auxiliary use only and is not available for campers.**
- Report any damaged pedestals to the event coordinator, or fairgrounds staff as soon as the damage is discovered. Damage to pedestals will be charged to the event organizer at a rate double the cost for repair or replacement.
- Under no circumstances shall RV Pedestals be used by vendors.

Campers are encouraged to use the electrical pedestals safely and responsibly. The pedestals are checked daily and potential safety hazards are reported to event coordinators for immediate corrective actions. Recommendations may include re-locating campers who share pedestals, removing and replacing hazardous cords, rescinding use of an electrical pedestal, or requiring compensation for repairing damaged pedestals.

HOME EC. BUILDING CHECKLIST

- Do not tape or hang decorations from the ceiling grid or ceiling tile.
- Do not tape or staple decorations to tables, chairs, walls, windows, or doors
- Please place all chairs and tables back as they were before leaving.
- Cleaning supplies are in the custodial supply closet located in the men's room.
- Clean and put away any items that you used.
- Please clean and dry all counter tops, sinks, and appliances in restrooms and kitchen.
- Sweep and Vacuum the floors.
- Wipe down all the tables.
- Pickup all trash in restrooms, kitchen, and meeting room and place in the dumpsters located outside the south door of the building.
- Turn the meeting room lights off.
- Please return thermostat settings back to the original temperature.
(68° in the winter or 75° in the summer)
- Close and lock all windows and doors. Place the building keys in the drop box located near the south door.
- Please leave the building in the condition you found it.

Please call (719) 931-0034 to reach the caretaker.

HOME EC. BUILDING KITCHEN CHECKLIST

- Please plan for enough time to clean-up after use. It is your responsibility to clean the Kitchen after using it.
- Wash all dishes and utensils and place back in the proper location.
- Wipe off all counter tops.
- Clean all of the appliances you use including the stove, microwave, coffee machine, and refrigerator.
- Clean and dry the sinks and faucets.
- Please clean up all spills on floors and counter tops.
- Sweep and mop floors.
- Leftover food will be disposed of, be sure to take leftovers with you.

**PROWERS COUNTY
REQUEST FOR WAIVER OF FEES AT FAIRGROUNDS**

On behalf of CJRA, I do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because

We request the same fee agreement as we have had previously.

8/17-20/23
Date(s) of Event

[Signature]
Authorized Agent

2/2/23
Date

Request is approved with the following conditions:

Chairman
Powers County Board of Commissioners

Date: _____

Request is denied for the following reason:

Chairman
Powers County Board of Commissioners

Date: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4-25-2023

Submitter: Meagan Hillman, PH&EV Director

Submitted to the County Administration Office on: 4-5-2023

Return Originals to: Meagan Hillman & Jana Coen

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 4-5-2023 email poll approval of a Proclamation hereby proclaiming the week of April 4-10, 2023 as National Public Health Week 2023 in Prowers County, Colorado.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

PROWERS COUNTY

Proclamation for National Public Health Week

Whereas the week of April 4-10, 2023, is National Public Health Week, and the theme is “Public Health is Where You Are”; and

Whereas since 1995, the American Public Health Association, through its sponsorship of National Public Health Week, has educated the public, policymakers and public health professionals about issues important to improving the public’s health; and

Whereas U.S. life expectancy dropped from 2014 to 2017 in the longest sustained decline since the Great Recession and only in 2018 began to increase again; U.S life expectancy then dropped again in 2020 by a full year, which is the largest drop in life expectancy since 1943.

Whereas there is a significant difference in health status, such as obesity, poor mental health and drug use, among people living in rural areas compared with people living in urban areas, and this variance increases because rural residents are often more likely to face social determinants that negatively impact health, such as poverty, transportation barriers and lack of economic opportunity; and

Whereas a person’s health status can differ drastically by zip code due to differences in the built environment, environmental quality, community context, access to healthy food, access to education and access to health care.

Whereas public health professionals help communities prevent, prepare for, withstand and recover from the impact of a full range of health threats, including disease outbreaks such as the COVID-19 pandemic, measles, natural disasters and disasters caused by human activity; and

Whereas public health action, together with scientific and technological advances, has played a major role in reducing and, in some cases, eliminating the spread of infectious disease, and in establishing today’s disease surveillance and control systems; and

Whereas preventable risk factors such as such as physical inactivity, poor nutrition, tobacco use and excessive alcohol use are leading causes of chronic disease; and 6 in 10 U.S adults have a chronic disease and 4 in 10 have two or more; and chronic diseases cause 7 of every 10 deaths annually in the United States.

Whereas the COVID-19 pandemic has illuminated and exacerbated racial inequities and a growing number of local, state governments and public health leaders have declared racism a public health crisis.

NOW, THEREFORE, we, as the Board of County Commissioners of Prowers County, Colorado, do hereby proclaim the week of April 4-10, 2023, as National Public Health Week 2023 in Prowers County, Colorado and call upon the people of our county to observe this week by helping our families, friends, neighbors, co-workers and leaders to better understand the value of public health and supporting great opportunities to adopt preventive lifestyle habits in light of this year's theme, "Public Health is Where You Are."

DONE this 6th day of April, two thousand twenty-three.

Prowers County Board of County Commissioners



Ron Cook, Chairman



Wendy Buxton-Andrade, Vice-Chairman



Thomas Grasmick, Commissioner

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 04/25/2023

Submitter: Sheryl Reifschneider, AP Director

Submitted to the County Administration Office on: 1/23/2023

Return Originals to: Sheryl Reifschneider and Jana Coen, County Clerk

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action: Consider approval of Underground Utility Permit #948, #949, and #950 for May Valley Water. No fee required.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

PERMIT NUMBER 948



**UNDERGROUND AND UTILITY PERMIT
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO
301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052
Phone: (719)336-8025
Fax: (719)336-2255**

PERMITTEE'S NAME: May Valley Water **DATE:** 3-24-23
ADDRESS: PO Box 310 Wiley CO 81092

Your request for permission to install a new water service and main line
Valve

_____ is granted, subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to PROWERS COUNTY and that the PERMITTEE will own and maintain the same after installation. PROWERS COUNTY makes no warranty of title, either expressed or implied.

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of 36 inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

Where the installation crosses the roadway, it shall be encased in pipe of larger diameter and the crossing shall be as nearly perpendicular to the roadway as physically possible. This installation shall be installed by the method of boring or jacking through beneath the road surface; however, open cut shall be allowed up to the edge of the surfaced portion of the highway. No water shall be used in the boring and no tunneling shall be permitted.

Where the installation crosses any ditches, canals or water carrying structures, the installation shall be pushed through and beneath in a pipe of larger diameter thereby eliminating the necessity of trenching. In no case shall the flow of water be impaired or interrupted. PROWERS COUNTY will review proposed irrigation lines and, upon request, may waive the sleeve requirement based on the review.

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable.

SPECIAL PROVISIONS:

UNDERGROUND AND UTILITY PERMIT
Page 2
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

Underground and Utility Permit

Permit Number 948

The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold PROWERS COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the installation, maintenance, repair and replacement of any facility connected therewith.

This work shall be completed within 130 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE will be required to shut off lines and remove all materials on or near the highway right-of-way when requested to do so by PROWERS COUNTY because of necessary highway construction or maintenance operations. Permits involving encroachment on the National System of Interstate Defense Highways may require concurrence by the U.S. Bureau of Public Roads or other Federal Agencies. Permits involving encroachment on the Colorado Dept. of Transportation Highways may require concurrence by the Colorado Dept. of Transportation or other Colorado Agencies prior to the issuance of a permit by PROWERS COUNTY.

The public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of the PERMITTEE and in accordance with directions given by the Supervisor or the Supervisor's representatives.

In the event any changes are made to this highway in the future or other circumstances arise that would necessitate removal or relocation of this installation, PERMITTEE will do so promptly at PERMITTEE'S own expense upon written request from PROWERS COUNTY. PROWERS COUNTY, whether negligent or otherwise, shall not be responsible for any damage that may result from the maintenance or use of the highway and right-of-way to the installation placed inside the right-of-way limits of PROWERS COUNTY.

This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns including but not limited to the provisions excluding liability of PROWERS COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, and in the event PROWERS COUNTY is the substantially prevailing party therein, PROWERS COUNTY shall be entitled, as a matter of contract law and agreement, to recover its costs and expense therein incurred, including reasonable attorney and expert witness fees and costs.

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

By

[Signature]
Road & Bridge Supervisor

4-10-2013
(Date)

By

[Signature]
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein.

PERMITTEE Signature: [Signature] DATE: 3-24-23

2:08



Valve and
meter installation
location

PER mm

PER 11



Distance ?

0.00 ft

+ Add Point

meter
Valve

PERMIT NUMBER 949



**UNDERGROUND AND UTILITY PERMIT
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO
301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052
Phone: (719)336-8025
Fax: (719)336-2255**

PERMITTEE'S NAME: May Valley Water **DATE:** 3-24-23
ADDRESS: PO Box 310 Wileys CO 81092

Your request for permission to install a new water service

_____ is granted, subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to PROWERS COUNTY and that the PERMITTEE will own and maintain the same after installation. PROWERS COUNTY makes no warranty of title, either expressed or implied.

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of 36 inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

Where the installation crosses the roadway, it shall be encased in pipe of larger diameter and the crossing shall be as nearly perpendicular to the roadway as physically possible. This installation shall be installed by the method of boring or jacking through beneath the road surface; however, open cut shall be allowed up to the edge of the surfaced portion of the highway. No water shall be used in the boring and no tunneling shall be permitted.

Where the installation crosses any ditches, canals or water carrying structures, the installation shall be pushed through and beneath in a pipe of larger diameter thereby eliminating the necessity of trenching. In no case shall the flow of water be impaired or interrupted. PROWERS COUNTY will review proposed irrigation lines and, upon request, may waive the sleeve requirement based on the review.

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable.

SPECIAL PROVISIONS:

UNDERGROUND AND UTILITY PERMIT
Page 2
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

Underground and Utility Permit

Permit Number 949

The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold PROWERS COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the installation, maintenance, repair and replacement of any facility connected therewith.

This work shall be completed within 130 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE will be required to shut off lines and remove all materials on or near the highway right-of-way when requested to do so by PROWERS COUNTY because of necessary highway construction or maintenance operations. Permits involving encroachment on the National System of Interstate Defense Highways may require concurrence by the U.S. Bureau of Public Roads or other Federal Agencies. Permits involving encroachment on the Colorado Dept. of Transportation Highways may require concurrence by the Colorado Dept. of Transportation or other Colorado Agencies prior to the issuance of a permit by PROWERS COUNTY.

The public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of the PERMITTEE and in accordance with directions given by the Supervisor or the Supervisor's representatives.

In the event any changes are made to this highway in the future or other circumstances arise that would necessitate removal or relocation of this installation, PERMITTEE will do so promptly at PERMITTEE'S own expense upon written request from PROWERS COUNTY. PROWERS COUNTY, whether negligent or otherwise, shall not be responsible for any damage that may result from the maintenance or use of the highway and right-of-way to the installation placed inside the right-of-way limits of PROWERS COUNTY.

This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns, including but not limited to the provisions excluding liability of PROWERS COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, and in the event PROWERS COUNTY is the substantially prevailing party therein, PROWERS COUNTY shall be entitled, as a matter of contract law and agreement, to recover its costs and expense therein incurred, including reasonable attorney and expert witness fees and costs.

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

By [Signature] 4-10-2023
Road & Bridge Supervisor (Date)

By _____
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein.

PERMITTEE Signature: [Signature] DATE: 3-24-23

12:47



PCK NN

meter
installation
location
approx 2,900 ft
west of
PCK 11.5

PCK 11.5



Distance ?

0.00 ft

+ Add Point

meter

PERMIT NUMBER 950



UNDERGROUND AND UTILITY PERMIT
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO
301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052
Phone: (719)336-8025
Fax: (719)336-2255

PERMITTEE'S NAME: May Valley Water **DATE:** 3-24-23
ADDRESS: PO Box 310 Wisley CO 81092

Your request for permission to install a new pipeline crossing West May Valley Drainage Ditch along with valves + hydrant is granted, subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to PROWERS COUNTY and that the PERMITTEE will own and maintain the same after installation. PROWERS COUNTY makes no warranty of title, either expressed or implied.

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of **36** inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

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Where the installation crosses any ditches, canals or water carrying structures, the installation shall be pushed through and beneath in a pipe of larger diameter thereby eliminating the necessity of trenching. In no case shall the flow of water be impaired or interrupted. PROWERS COUNTY will review proposed irrigation lines and, upon request, may waive the sleeve requirement based on the review.

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable.

SPECIAL PROVISIONS:

UNDERGROUND AND UTILITY PERMIT
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BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

Underground and Utility Permit

Permit Number 950

The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold PROWERS COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the installation, maintenance, repair and replacement of any facility connected therewith.

This work shall be completed within 130 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE will be required to shut off lines and remove all materials on or near the highway right-of-way when requested to do so by PROWERS COUNTY because of necessary highway construction or maintenance operations. Permits involving encroachment on the National System of Interstate Defense Highways may require concurrence by the U.S. Bureau of Public Roads or other Federal Agencies. Permits involving encroachment on the Colorado Dept. of Transportation Highways may require concurrence by the Colorado Dept. of Transportation or other Colorado Agencies prior to the issuance of a permit by PROWERS COUNTY.

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This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns, including but not limited to the provisions excluding liability of PROWERS COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, and in the event PROWERS COUNTY is the substantially prevailing party therein, PROWERS COUNTY shall be entitled, as a matter of contract law and agreement, to recover its costs and expense therein incurred, including reasonable attorney and expert witness fees and costs.

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

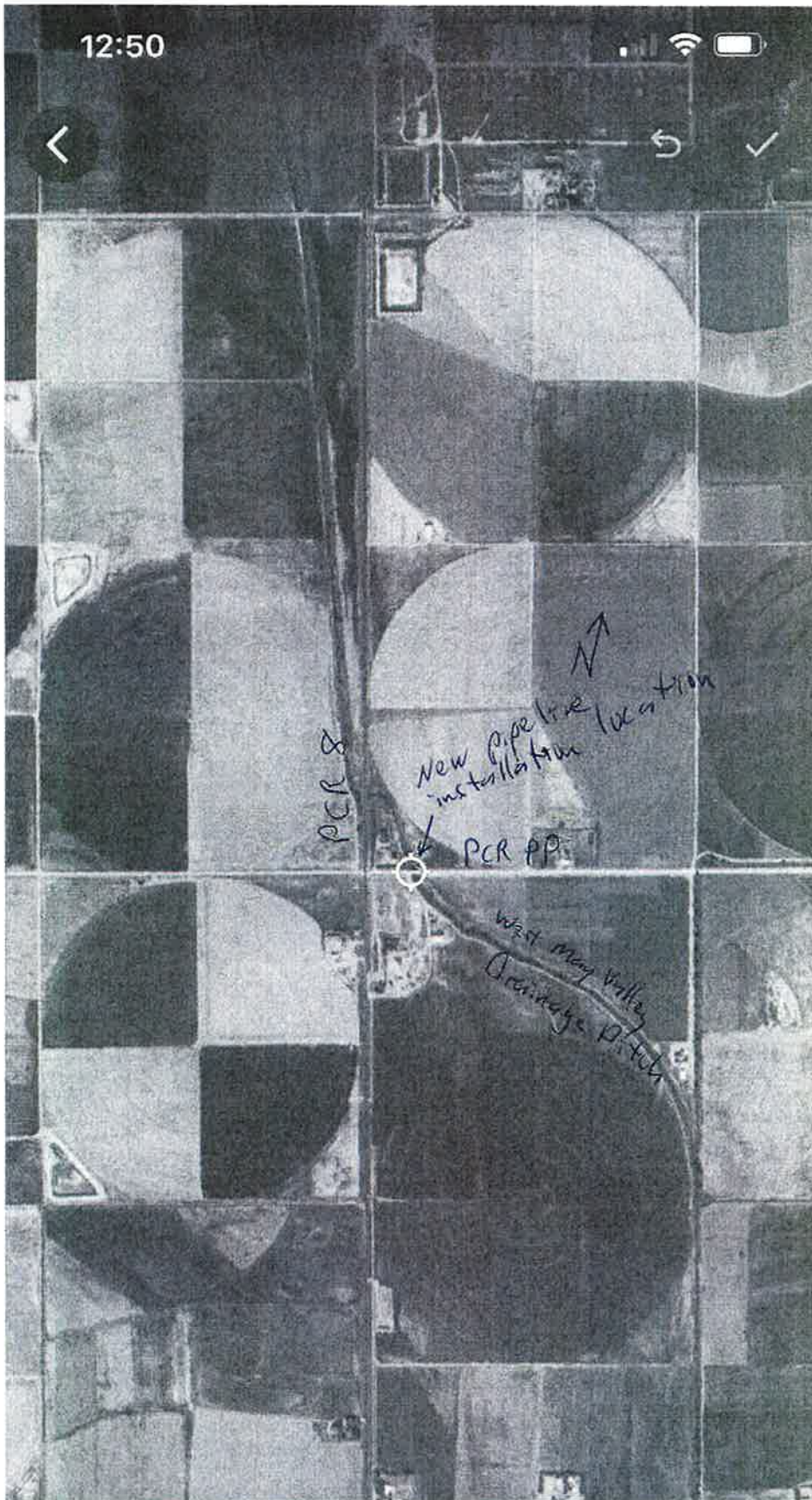
By [Signature]
Road & Bridge Supervisor (Date)

By _____
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein.

PERMITTEE Signature: [Signature] DATE: 2-24-23

12:50



Distance ?

0.00 ft ▾

+ Add Point

Ditch Crossing

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4/25/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 4/11/23

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 Memorandum of Understanding between (A) the Rural Consortium Workforce Development Board (the "Workforce Board"); (B) the Colorado Rural Workforce Board of Local Elected Officials (the "LEO Board"); (C) the Colorado Department of Labor and Employment, Division of Employment and Training, acting by and through the Colorado Rural Workforce Consortium ("CRWC" or the "State"); and (D) The One-Stop Partner (collectively "the Parties") as required by Workforce Innovation and Opportunity Act of 2014 (WIOA) and authorize DHS Director, Lanie Meyers-Mireles to execute the document with a digital signature.”

Justification or Background:

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

County: _____

Federal: \$ _____

State: _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made by and between: (A) the Rural Consortium Workforce Development Board (the "Workforce Board"); (B) the Colorado Rural Workforce Board of Local Elected Officials (the "LEO Board"); (C) the Colorado Department of Labor and Employment, Division of Employment and Training, acting by and through the Colorado Rural Workforce Consortium ("CRWC" or the "State"); and (D) The One-Stop Partner (collectively "the Parties") as required by Workforce Innovation and Opportunity Act of 2014 (WIOA).

In accordance with the WIOA §121, this local MOU has been developed and executed by the Workforce Board, with the agreement of the LEO Board, and with each One-Stop Partner that describes the operation of the one-stop delivery system in the Workforce Area and the individual sub-areas (the "Sub-Areas") that comprise the Workforce Area.

SIGNATURE AND COVER PAGE

| | |
|--|--|
| (A) The Workforce Board the Rural Consortium Workforce Development Board (the "Workforce Board") | MOU Number |
| (B) The LEO Board the Colorado Rural Workforce Board of Local Elected Officials (the "LEO Board") | MOU Performance Beginning Date The later of the Effective Date or July 1, 2023 |
| (C) State Agency Colorado Department of Labor and Employment, Division of Employment and Training, acting by and through the Colorado Rural Workforce Consortium ("CRWC" or the "State") | Current MOU Expiration Date June 30, 2023 |
| (D) One-Stop Partner Prowers County Department of Human Services (DHS) | Exhibits and Order of Precedence The following Exhibits and attachments are included with this MOU: <ol style="list-style-type: none"> 1. Exhibit A – Worksheet 2. Exhibit B – Cost Sharing Agreement 3. Exhibit C – Project Change Request Form 4. Exhibit D – Sample Option Letter In the event of a conflict or inconsistency between this MOU and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> 1. The provisions of the main body of this MOU. 2. Exhibit A – Worksheet 3. Exhibit B – Cost Sharing Agreement 4. Exhibit C – Project Change Request Form 5. Exhibit D – Sample Option Letter |

THE PARTIES HERETO HAVE EXECUTED THIS MOU

Each person signing this MOU represents and warrants that he or she is duly authorized to execute this MOU and to bind the Party authorizing his or her signature.

| | |
|---|---|
| COLORADO RURAL WORKFORCE CONSORTIUM BOARD OF LOCAL ELECTED OFFICIALS | RURAL CONSORTIUM WORKFORCE DEVELOPMENT BOARD |
|---|---|

| | |
|--|---|
| _____ By: Debbie Bell, Chair Date: _____ | _____ By: Kathy Reeves, Chair Date: _____ |
|--|---|

| | |
|--|--|
| COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT _____ By: Kelly Folks, Director Division of Employment and Training Date: _____ | COLORADO RURAL WORKFORCE CONSORTIUM _____ By: Suzie Miller, Director Date: _____ |
|--|--|

ONE-STOP PARTNER
 ** By signing my name below, I certify that I have read the MOU. All of my questions have been discussed and answered satisfactorily. My signature certifies that I have the legal authority to bind my agency to the terms of the MOU and confirms my understanding of the terms outlined in this MOU; Exhibit A, and if applicable, Exhibit B, Cost Sharing Agreement.

 ** Lanie Meyers-Mireles, Director
 Prowers County Department of Human Services

 Date

In accordance with §24-30-202, C.R.S., this MOU is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Laura Urbain
State Controller Delegate

Effective Date: _____

1. PARTIES AND PURPOSE

It is Colorado Rural Workforce Consortium's (CRWC) vision that every Colorado business has access to a skilled workforce and that every Coloradan has access to meaningful employment, resulting in statewide economic vitality. It is CRWC's mission to foster business-focused workforce partnership, effectively preparing rural Coloradans for the jobs of today and tomorrow.

The purpose of this MOU is to provide a framework for the delivery of comprehensive workforce development services to the job seeker and employer of communities of the Workforce Area and to describe how the shared costs of operating the One-Stop Delivery System in the Workforce Area will be funded. By encouraging collaboration between comprehensive workforce centers and a network of One-Stop Partners, this framework is designed to develop a workforce eco-system promoting collaborative employment and training strategies that reflect the particular needs of the Workforce Area's and the Sub-Area's local and regional economies.

2. EFFECTIVE DATE AND TERM

WIOA §121(c)(g) requires that the MOU be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services, including effectiveness, physical and programmatic accessibility.

This MOU will begin on July 1, 2023 and remain in effect until June 30, 2026, unless terminated earlier or extended further by mutual agreement of the Parties.

3. SCOPE

This MOU is entered into by and between the Parties for the delivery of services within the One-Stop System, including the coordination of service delivery and the referral of customers, for one or more of the Colorado Rural Workforce Consortium five sub-areas including the Pueblo Comprehensive Workforce Center. No cash payments will be made under this MOU. WIOA §121(b) identifies both the required and the optional programs and activities that may be carried out by Partners in the CRWC area.

- A. Exhibit A, Worksheet: This Exhibit describes the specific services that the One-Stop Partner will provide in the Sub-Areas in which the One-Stop Partner operates. Beginning on the MOU Effective Date and continuing throughout the term of this MOU, the One-Stop Partner agrees to work collaboratively with the Workforce Board, the LEO Board, CRWC and the other One-Stop Partners in the Sub-Areas in which the One-Stop Partner operates to carry out the provisions of WIOA and this MOU and to provide the services described in Exhibit A. The One-Stop Partner agrees to (a) promptly notify the Workforce Board and the LEO Board if, for any reason, the One-Stop Partner fails to provide or is unable to provide the services described in its Exhibit A, and (b) amend Exhibit A in accordance with Section 6B of this MOU if, for any reason, Exhibit A no longer accurately or completely describes the services provided by the One-Stop Partner. CRWC will maintain the current version of each One-Stop Partner's Exhibit A on the CRWC MOU Website: <https://cdle.colorado.gov/tools-resources>.
- B. Exhibit B, Cost Sharing Agreement (CSA): the Cost Sharing Legal Authorities state that: (a) each One-Stop Partner that operates in the Workforce Area is required to contribute its Proportionate Share of the Total Costs of operating the One-Stop Centers in the Workforce Area; (b) the cost sharing methodology may be an agreement among the Workforce Board, the LEO Board and all Required Partners operating in the Workforce Area; and (c) if the Workforce Board, the LEO Board, and all Required Partners operating in the Workforce Area fail to execute a Cost Sharing Agreement that meets the requirements of the Cost Sharing Legal Authorities, the State will implement the State Backup Formula to determine each Required Partner's Partner Contribution.
- C. The Parties agree to participate in good faith in the negotiation and execution of a Cost Sharing Agreement (CSA) that meets all requirements of the Cost Sharing Legal Authorities. At a minimum, the CSA should if relevant: (a) identify the Infrastructure Costs, Additional Costs and Total Costs; (b) establish a formula for calculating each One-Stop Partner's Proportionate Share of the Total Costs; (c) calculate each One-Stop Partner's Partner Contribution; (d) identify the method by which the One-Stop Partners will make the Partner Contribution; and (e) establish a process by which the Parties will reconcile the Total Costs, the Proportionate Share and the Partner Contribution at least once per quarter throughout the term of this MOU.

The Parties agree that: (a) the Infrastructure Costs, Additional Costs and Total Costs will be calculated using actual cost data, where possible, or reasonable cost estimates, where actual data is not available; (b) the cost data or estimates underlying the calculation of the Infrastructure Costs, Additional Costs and Total Costs will be disclosed to the One-Stop Partners; (c) the methodology for calculating each One-Stop Partner's Proportionate Share of the Total Costs will be determined through a reasonable cost allocation methodology that assigns costs to One-Stop Partners in proportion to relative benefits received; (d) the Parties will negotiate in good faith to identify the method by which the One-Stop Partner will make the Partner Contribution and to establish a process by which the Parties will reconcile the Total Costs, the Proportionate Share, and the Partner Contribution at least once per quarter throughout the term of this MOU; (e) in negotiating the CSA, the Parties will comply with both the letter and the spirit of the Cost Sharing Legal Authorities; and (f) One-Stop Partners who are not Required Partners and who do not provide services in the comprehensive One-Stop Center or who are not co-located in an affiliate location will not be required to enter into a CSA or complete Exhibit B, pursuant to applicable WIOA requirements.

D. Abide by State Backup Formula, if Implemented, Subject to the Appeals Process

If the Workforce Board, the LEO Board, and all Required Partners operating in the Workforce Area fail to execute a CSA that meets the requirements of the Cost Sharing Legal Authorities, the State will implement and execute the State Backup Formula to determine each Required Partner's Partner Contribution.

If relevant, (1) the Required Partners agree to abide by the terms of the State Backup Formula, if implemented, subject to the appeals process in the Cost Sharing Legal Authorities; and (2) the Additional Partners (and all other one-stop partners who are not subject to the State Backup Formula) are not required by law to pay infrastructure costs but agree that, if the State Backup Formula is implemented, such one-stop partner will continue in good faith to negotiate a Cost Sharing Agreement that meets the requirements of the Cost Sharing Legal Authorities.

E. Exhibit C, Project Change Request Form: Parties may bilaterally change the following, using Exhibit C, Project Change Request Form: (i) Representatives, (ii) Section 6M, Notices, (iii) Exhibit A, and (iv) Exhibit B Cost Sharing Agreement. All changes using this Project Change Request Form shall be made by email in accordance with the email contact information listed in Section 7.M of this MOU.

4. DELEGATION OF ADMINISTRATIVE DUTIES TO CRWC The Workforce Board delegates all administrative duties relating to the operation of the One-Stop Delivery System in the Workforce Area to CRWC. These duties include, without limitation: (a) keeping and maintaining the original copies of each MOU, its Exhibits, and any amendments; (b) maintaining the MOU Website; (c) negotiating the terms of the CSA with the One-Stop Partner; (d) gathering the data necessary to calculate the Infrastructure Costs, the Additional Costs, the Total Costs, the Proportionate Share, and the Partner Contribution; and (e) performing quarterly reconciliations of all CSAs, in collaboration with the One-Stop Partners.

5. DESIGNATION OF COMPREHENSIVE ONE-STOP-CENTER; SATELLITE WORKFORCE CENTERS

A. The Workforce Board and LEO Board designate the following location as the Workforce Area's comprehensive "One-Stop Center":

Pueblo Workforce Center
212 W. 3rd St
Pueblo, CO, 81003
719-562-3731

- B. CRWC agrees to notify the One-Stop Partner if the Workforce Board and LEO Board change the location of the Workforce Area's comprehensive One-Stop Center.

6. PROVISIONS

A. Termination of MOU

(i) The One-Stop Partner may terminate this MOU at any time by providing notice to the Workforce Board, the LEO Board, and CRWC in accordance with Section 7.M of this MOU. Unless otherwise agreed to by the Workforce Board and the LEO Board, such termination will become effective sixty (60) days after delivery of such notice. By terminating this MOU, the One-Stop Partner will be considered to have automatically withdrawn from membership on the One-Stop Partner's local Workforce Board. Such termination will not (a) relieve the One-Stop Partner from any obligations that may arise from a source outside of this MOU (including obligations that may arise in accordance to the terms of a contract or grant agreement); or (b) relieve the One-Stop Partner from its obligations in this MOU made prior to the termination.

(ii) The Workforce Board, with the agreement of the LEO Board, may terminate this MOU at any time by providing notice in writing to the One-Stop Partner in accordance with 7.M of this MOU. Unless otherwise agreed to by the Workforce Board and the LEO Board, such termination will become effective sixty (60) days after delivery of such notice. Upon termination of this MOU, the One-Stop Partner will be deemed to have automatically been terminated from membership on the One-Stop Partner's local workforce board. The termination of the MOU pursuant to this section will not (a) relieve the One-Stop Partner from any obligations that may arise from a source outside of this MOU (including obligations that may arise in accordance to the terms of a contract or grant agreement); or (b) relieve the One-Stop Partner from its obligations in this MOU throughout the 60-day termination notification.

(iii) The One-Stop Partner may terminate from this MOU in the event Federal oversight agencies charged with the administration of WIOA fail to appropriately fund this MOU or if funds are not otherwise made available for continued performance, for any fiscal period of this MOU after the first fiscal period. If the One-Stop Partner is unable to perform in accordance with this MOU due to lack of funding, the One-Stop Partner will notify the other Parties as soon as the One-Stop Partner has knowledge that funds may be unavailable for the continuation of the MOU.

B. Modifications and Amendments

The main body of this MOU may only be modified, revised, or amended by the mutual written consent of all Parties, nevertheless:

The One-Stop Partner may deliver to CRWC a Project Change Request Form to modify Exhibit A and/or Exhibit B to reflect changes in the services and/or shared costs of services provided by the One-Stop Partner or to make non-substantive changes to the body of the MOU such as representative of party. Once received, the Workforce Board, LEO Board, and CRWC will approve or deny the requested change. Approved Project Change Request Forms will be attached to the original Exhibit A and/or Exhibit B and added to the Exhibit A and/or Exhibit B in the MOU and on the MOU Website. In the event that the Project Change Request Form is denied, the Parties have the option of using Section 7C, dispute resolution to resolve any concerns regarding the requested changes.

CRWC at its discretion, will have the option to extend the MOU beyond the Initial Term for a period, or for successive periods, of one year or less under the same terms specified in the MOU (each such period

an "Extension Term"). In order to exercise this option, CRWC will provide written notice to the One-Stop Partner in an Option Letter which does not require signature from the One-Stop Partner. Except as stated in Section 2, the total duration of this MOU, including the exercise of any options to extend, will not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

C. Appropriations/Funding.

(i) WIOA Sec. 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the Colorado Rural Workforce Consortium One-Stop service delivery system must be described in this MOU. Under WIOA, each Partner that carries out a program or activities in a CRWC One-Stop Center or otherwise in the Local Area must use a portion of its funds available for such programs and activities, to operate and maintain the CRWC One-Stop delivery system, including proportional payment of the Infrastructure Costs, Additional Costs, and Total Costs of the CRWC One-Stop Centers (20 CFR § 678.700). All Cost Sharing Agreements described in Exhibit B or elsewhere in this MOU are subject to all federal laws, rules, regulations, Office of Management and Budget Circulars, and guidance governing the specific program or activities for which cost sharing is required under WIOA. All obligations of the Parties under this MOU for cost-sharing arrangements, whether in whole or in part, are subject to and contingent upon the continuing availability of federal funds authorizing the program or activity for which cost sharing is required under WIOA and will extend only to funds encumbered for the purpose of this MOU.

(ii) In the event that federal funds, or any part thereof, are not awarded to a Party for a program or activity for which cost sharing is required under WIOA or are reduced or eliminated by the federal government, the Parties may modify Exhibit B, in accordance with Section 6.B. or the Party whose program or activity was not funded or was reduced or eliminated may terminate this MOU in accordance with Section 6.A.

(iii) The Parties will have no obligation under this MOU to provide any other monies or financial support of any kind or nature to operate or maintain the CRWC One-Stop Delivery system, including proportional payment of the infrastructure costs of the CRWC One-Stop Centers. If any such obligation is asserted against a Party, any resulting obligation will extend only to federal funds received and budgeted for this MOU, appropriated annually, paid into the Treasury of the Party, and encumbered for the purpose of the MOU, if required.

7. ADDITIONAL PROVISIONS

- A. Record Maintenance and Inspection: The One-Stop Partner will make, keep and maintain a complete file of all records, documents, communications, notes and other written materials, and electronic media files, pertaining to the performance of the One-Stop Partner until: (i) a period of six (6) years after the date of this MOU expires or is earlier terminated, or (ii) the resolution of any pending disputes arising out of or relating to the MOU or the Parties' rights and obligations. This will be deemed to supplement and not replace any additional record maintenance and inspection requirements that a Party's funding authority or program may be bound by. All Parties will continue to adhere to such other record maintenance and inspection requirements in addition to those described in this section.

PERIODIC REVIEWS Pursuant to WIOA Sections 121 (c) (g) and 20 CFR 678.500, the Parties agree to review the terms of this MOU not less than once every three (3) years following the Effective Date to ensure appropriate funding and delivery of services. Should the need arise, the Parties may review the MOU on a more frequent basis and if substantial changes have occurred, amend the MOU to ensure appropriate funding and delivery of services. CRWC will initiate and oversee periodic review(s).

CRWC will be responsible for maintaining the original, signed copies of this MOU, the Exhibits and any amendments thereto. CRWC will be responsible for maintaining the MOU Website and ensuring that the MOU Website contains (i) current copies of the MOU, the Exhibits, and any amendments thereto; (ii) an accurate list of all currently operating satellite workforce centers in the Workforce Area; and (iii) a model nondisclosure agreement to be entered into by agents, employees, assigns, and subcontractors of the Parties.

B. Confidentiality of Records:

- i. The Parties will hold and maintain all State Records that the State provides or makes available to such Party in confidence, subject to applicable open records laws, including the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S. (CORA) for the sole and exclusive benefit of the State. Except as otherwise stated in this MOU, a Party will not use for its own benefit, publish, copy, disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, without first obtaining the written approval of the State agency that provided the State Records (the "Providing Agency"). Each Party will immediately forward any request or demand for State Records to the principal representatives of the Providing Agency listed in Section 7.M to the MOU. Upon the expiration or termination of this MOU, each Party shall, at the election of the Providing Agency, return all State Records in the possession of such Party to the appropriate Providing Agency or destroy such State Records and certify to the appropriate Providing Agency that it has done so. If a Party is prevented by law or regulation from returning or destroying State Records, such Party warrants that it will comply with applicable best practice guidelines for handling confidential information, in its efforts to ensure the confidentiality of, and cease to use, such State Records.
- ii. Each Party will restrict access to Confidential Information to its agents, employees, assigns and subcontractors as necessary to perform such Party's obligations under this MOU. Each Party will ensure that all such agents, employees, assigns, and subcontractors who receive and/or access Confidential Information sign a copy of the model nondisclosure agreement substantially like the one provided on the MOU Website, and that such nondisclosure agreements remain in force at all times that the agent, employee, assign or subcontractor has access to any Confidential Information.
- iii. Each Party will use, hold and maintain Confidential Information in compliance with all applicable laws and regulations in facilities located within the United States, and will maintain a secure environment that ensures the confidentiality of all Confidential Information wherever located. Each Party will provide the Workforce Board with access, subject to such Party's reasonable security requirements, including compliance with all applicable federal and state laws concerning confidentiality, solely for the purposes of inspecting and monitoring security associated with access and use of Confidential Information and evaluating security control effectiveness.
- iv. This 7B will be deemed to supplement and not replace any additional confidentiality requirements that a Party's funding authority or program may be bound by. All Parties will continue to adhere to such other confidentiality requirements in addition to those described in this 7B.
- v. To the extent permitted by this 7B and applicable law, the Parties will share Confidential Information with other Parties to the extent that such sharing would help advance the purposes of this MOU. Additionally, to the extent not prohibited by federal law, this MOU and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

- C. **Dispute Resolution:** All Parties agree that they will attempt in good faith to resolve any disputes that arise out of or relate to this MOU, or the Parties' rights and obligations through informal discussions among the Parties. If the Parties are unable to resolve their dispute through informal discussion, then the Parties agree to submit their dispute to the Colorado Rural Workforce Board Executive Committee (the "Executive Committee") for resolution. The Executive Committee's determination will be final.

- D. **ENTIRE UNDERSTANDING** The MOU and its Exhibits represent the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are

incorporated into this MOU. Prior or contemporaneous additions, deletions, or other changes to the MOU will not have any effect whatsoever, unless incorporated within the MOU.

- E. **MULTIPLE-FISCAL YEAR FINANCIAL OBLIGATIONS:** The state and any local government are subject to the provisions of Section 20 of Article X of the Colorado Constitution which limits their ability to enter into multiple-fiscal year financial obligations. Therefore, any financial obligation of the state or any local government under this MOU beyond the current fiscal year is subject to and conditioned upon the due adoption of a budget for the year in which the obligation is due by the state, Board or, Board of County Commissioners which budget provides for or appropriates funds for such obligation. The state or local government under this MOU will be from year to year only and will not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof.
- F. **Severability:** Any provision of this MOU that is deemed invalid or unenforceable will not affect the validity or enforceability of the remaining provisions of this MOU, provided that the Parties can continue to perform their obligations under this MOU in accordance with its intent.
- G. **Independent Contractor:** No employee relationship will arise between the State of Colorado and any Party, or any agent or employee of any Party, by virtue of this MOU. Rather, each Non-State Party will perform its duties as an independent contractor and not as an employee of the State. No Party or its employees or agents will become entitled to unemployment insurance or workers compensation benefits through the State, and the State will not become obligated to pay for or otherwise provide such coverage, by virtue of this MOU. The Parties will pay when due all applicable employment taxes and income taxes and local head taxes incurred by this MOU. The Parties will (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof when requested by the State; and (iii) be solely responsible for its acts and those of its employees and agents. No Party will have authorization, express or implied, to bind the State to any agreement, liability or understanding by virtue of this MOU, except as expressly described in this MOU.
- H. **Responsibility for Employment and Other Related Benefits:** All employees providing services pursuant to this MOU remain under the supervision and direction of their respective employing entity. If any employment or work-related issues arise, such employing entity will be solely responsible for the resolution of such issue, The One-Stop Partner will be solely responsible for providing all employment-related benefits to its employees and for complying with all applicable employment laws and regulations, including without limitation all applicable federal and state income tax, workers' compensation and unemployment insurance laws and regulations.
- I. **NON-GOVERNMENTAL ENTITIES-GENERAL INDEMNIFICATION:** Non-governmental entities will indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by the non-governmental entity, or its employees, agents, subcontractors, or assignees in connection with this MOU.
- J. **Governmental Immunity:** Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees controlled and limited by the provisions of the Governmental Immunity Act 24-10-101, et seq. and the risk management statutes, C.R.S. § 24-30-1501, et seq., as amended.
- K. **No Third-Party Beneficiaries:** The enforcement of the terms and conditions of this MOU and all rights of action relating to such enforcement, will be strictly reserved to the Parties, and nothing

contained in this MOU will give or allow any claim or right of action whatsoever by any non-Party. It is the express intent of the Parties to this MOU that any person receiving services or benefits under this MOU will be deemed an incidental beneficiary only.

- L. **Assignment:** The One-Stop Partners' rights and obligations are personal and may not be transferred, assigned, or subcontracted without the prior written consent of the Workforce Board and the LEO Board. Any attempt at assignment, transfer, or subcontracting without the written consent of the Workforce Board and the LEO Board will be void.
- M. **Notices:** For the purpose of this MOU, the persons listed below are designated the representatives of the Parties. All notices required or permitted under this MOU will be in writing and will be deemed given when (a) personally served; (b) three (3) days after deposit in the United States Mail, mail, return receipt requested, and addressed to the following Parties or to such other addressee(s) as may be designated in the MOU; or (c) by email. The Parties may designate in writing a new or substitute representative by filling out Exhibit C, Project Change Request Form and may do so by giving Notice in accordance with this Section 7.M., without formal amendment.

i. For the Workforce Board:

Kathy Reeves--Chair
Colorado Rural Workforce Consortium Workforce Development Board
509 Colorado Avenue, Suite G
Pueblo, CO 81004
719-696-8596
kathy@topnotch-personnel.com

ii. For the LEO Board:

Debbie Bell--Chair,
CRWC Board of Local Elected Officials
610 State Avenue, Suite 200
PO Box 300
Alamosa, Co
Debbie.bell@fremontco.com

iii. For CRWC:

Dawn Robards
CRWC Operations Manager
Colorado Department of Labor and Employment Division of
Employment and Training
633 17th Street, 7th Floor Denver, CO 80202
(303) 318-8810
Dawn.Robards@state.co.us

with copies to:

Purchasing Director
Colorado Department of Labor and Employment
633 17th Street, 11th Floor Denver, CO 80202
303-318-8054

and:

Kelly Folks, Director
Colorado Department of Labor and Employment Division of
Employment and Training
633 17th Street, 7th Floor Denver, CO 80202
(303) 318-8002 Kelly.folks@state.co.us

iv. For the One-Stop Partner:

Lanie Meyers-Mireles, Director
Prowers County Department of Social Services
1001 S Main Street, Lamar, CO 81052
719-336-8752 dssdirector@prowerscounty.net

v. Comprehensive List of One-Stop Partners

CRWC will maintain a current list on the MOU website, <https://cdle.colorado.gov/tools-resources>, of all active One-Stop Partners.

- N. **Conflict of Interest:** Each Party acknowledges that with respect to this MOU, even the appearance of a conflict of interest is harmful to the Party's interests. Each Party will refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of such Party's obligations under this MOU.
- O. **Authorization:** Each person signing this MOU represents and warrants that he or she is duly authorized to execute this MOU. Each Party represents and warrants to the other Parties that the execution and delivery of this MOU and the performance of such Party's obligations have been duly authorized. If requested by CRWC, each Party agrees to provide CRWC with proof of such authority within fifteen (15) days of receiving such request.
- P. **Counterparts:** This MOU may be executed in multiple identical original counterparts, all of which will constitute one agreement.
- Q. **Notice of Pending Litigation:** Each Party will notify CRWC, in writing, within five (5) business days after being served with a summons, complaint or other pleading filed in any federal or state court or administrative agency that involves services provided under this MOU or is otherwise related to this MOU.
- R. **CORA Disclosure:** To the extent not prohibited by federal law, this MOU and its exhibits are subject to public release through CORA. This MOU is not intended to supersede the Parties' obligations under CORA.
- S. **Choice of Law:** Colorado law, and rules and regulations issued pursuant thereto, will be applied in the interpretation, execution, and enforcement of this MOU. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations will be null and void. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this MOU, to the extent capable of execution.
- T. **Press Releases and Communications:** In coordination with CDLE's Office of Government, Policy and Public Relation (GPPR), all Parties agree that the Workforce Board and the LEO Board are authorized to communicate with the press, television, radio or any other form of media concerning this MOU or the Parties' performance contemplated by this MOU. The Workforce Board and the LEO Board will notify and consult with the One-Stop Partner before making any media communications that makes specific reference to the One-Stop Partner.
- U. **Digital Signatures** If any signatory signs this MOU using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed will be incorporated into this MOU by reference.

7. LAW, ASSURANCES and CERTIFICATIONS

- A. As applicable, all Parties to this MOU will comply with:
- i. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
 - ii. Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended,
 - iv. Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 24 CFR Part 99
 - v. The Americans with Disabilities Act of 1990 (Public Law 101-336),
 - vi. Priority of service for veterans in U.S. Department of Labor funded programs (38 U.S.C. § 4215)
 - vii. Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188
 - viii. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99)
 - ix. Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38)
 - x. The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603)
 - xi. Title IX of the Education Amendments Act of 1972 (20 U.S.C. § 1681)
 - xii. All amendments to each, and
 - xiii. All requirements imposed by the regulations issued pursuant to these acts.
 - xiv. Nondiscrimination and Equal Opportunity Provision. As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, CDLE (the WIOA the grant recipient) assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
 - Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

B. Drug and Alcohol-free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR Part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

C. Certification Regarding Lobbying

All Parties will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties will not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

D. Debarment and Suspension

All Parties will comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

E. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. § 4215 and its implementing regulations and guidance, and WIOA § 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

F. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. § 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA § 502 and 20 CFR 683.200(f).

G. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA § 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

H. Equipment and Furniture

All equipment and furniture purchased by any Party for purposes described herein will remain the property of the purchaser after the termination of this MOU.

I. Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Colorado. All

Parties shall comply with all applicable Federal and State Laws and regulations, and Local laws to the extent that they are not in conflict with the State or Federal requirements.

8. DEFINITIONS

- A. "Actual Cost Data" means information pertaining to the amount of funds expended for the current State Fiscal Year and derived from historical fund expenditure data.
- B. "Additional Costs" means such costs, in addition to Infrastructure Costs, that the required one-stop partners in the comprehensive centers and co-located one-stop partners in the affiliate locations are required to contribute to the funding of. Additional Costs include the cost of "Career Services" (as that term is defined in WIOA § 134(c)(2)) that are provided at one-stop centers in the Workforce Area and may include other costs that support the operation of the one-stop centers in the Workforce Area.
- C. "Additional Partners" means those one-stop partners who, with the approval of the local board and chief elected official, carry out the programs and activities as in WIOA § 121(b)(2)(B).
- D. "Confidential Information" means all Personally Identifiable Information (PII).
- E. "CORA" means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.
- F. "Cost Sharing Legal Authorities" means the most recently promulgated version of all applicable statutes, regulations, Training and Employment Guidance Letters, Policy Guidance Letters and other applicable legal authorities that prescribe the rules governing the sharing of Infrastructure and Additional Costs between the one-stop partners operating in the Workforce Area, including but not limited to (a) WIOA; (b) the Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions, 20 CFR Part 676-678; (C) the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200; (d) The Training and Employment Guidance Letter WIOA No. 17-16, which was promulgated by the United States Department of Labor on January 18, 2017; and (e) the Colorado One-Stop System Policy Guidance Letter # WIOA-2016 03, which was promulgated by the Colorado Workforce Development Council on June 1, 2
- G. "CDLE" means the Colorado Department of Labor and Employment. CDLE connects job seekers with great jobs, provides an up-to-date and accurate picture of the economy to help decision making, assists workers who have been injured on the job, ensures fair labor practices, helps those who have lost their jobs by providing temporary wage replacement through unemployment benefits, and protects the workplace - and Colorado communities - with a variety of consumer protection and safety programs.
- H. "CRWC" means the Colorado Rural Workforce Consortium, including CRWC's administrative unit and the Workforce Area's local workforce centers. CRWC provides workforce development programs and services through the Workforce Area's local workforce centers.
- I. "Infrastructure Costs" has the meaning ascribed to "costs of infrastructure" in WIOA §121 (h)(4), which defines Infrastructure Costs to mean "... the non-personnel costs that are necessary for the general operation of the one-stop center, including the rental costs of facilities, the costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including the center's planning and outreach activities."
- J. "JVSG" means The Jobs for Veterans State Grants. JVSG provides federal funding, through a formula grant, to 54 State Workforce Agencies (SWAs) to hire dedicated staff to provide individualized career and training-related services to veterans and eligible persons with significant barriers to employment and to assist employers fill their workforce needs with job-seeking veterans.
- K. "LEO Board" means the Colorado Rural Workforce Consortium Board of Elected Officials, which is composed of Local Elected Officials from each Sub-Area within the Workforce Area.
- L. "MOU Website" means the website created and administered by CRWC for the purposes described in this MOU and located at <https://www.colorado.gov/pacific/crwc>.
- M. "NAFTA-TAA" means North American Free Trade Agreement--Transitional Adjustment Assistance. NAFTA-TAA is a federal program to assist workers to re-enter the workforce after they have become unemployed because of imports from or shift in production to Mexico and/or Canada. The NAFTA

program was repealed on 8/06/02 and incorporated into the Trade Reform Act of 2002.

- N. "Non-State Party" means any Party to this MOU that is not a department, board, office, commission, institution or other instrumentality of the State of Colorado. Non-State Parties will include but are not limited to political subdivisions of the State and for-profit and not-for-profit entities.
- O. "One-Stop Delivery System" or "One-Stop System" means a system that brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance.
- P. "One-Stop Center" means a physical location where job seeker and employer customers can access the programs, services, and activities of all required one-stop partners.
- Q. "One-Stop Partner" means an entity described in Section 121 of WIOA participating in the operation of a One-Stop delivery system and identified on the Signature and Cover Page of this MOU.
- R. "Parties" means the Workforce Board, the LEO Board, CRWC and the One-Stop Partner.
- S. "Partner Contribution" means each mandatory one-stop partners' in the comprehensive centers and co-located one-stop partners' in the affiliate locations required contribution towards the Total Costs.
- T. "PII" means personally identifiable information including, without limitation, any information about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- U. "Proportionate Share of the Total Costs" or "Proportionate Share" means the proportion of the Total Costs that each mandatory One-Stop Partner in the comprehensive centers and co-located One-Stop Partners in the affiliate locations will contribute towards the operation of the One-Stop Delivery System.
- V. "Required Partners" means those One-Stop Partners in the local area who carry out the programs and activities described in WIOA 9121(b)(1)(B).
- W. "State Backup Formula" means the "State infrastructure funding mechanism" described in the Cost Sharing Legal Authorities, including WIOA §121(h).
- X. "SER" means Service, Employment, and Redevelopment. SER is a national network of Community Based Organizations (CBO's) that formulates and advocates initiatives resulting in the increased development and utilization of America's human resources, with special emphasis on the needs of Hispanics, in the areas of education, training, employment, business and economic opportunity.
- Y. "State Records" means all data, information, and records, regardless of physical form, that belongs to the State, including, without limitation, any State records, State data or other information that has been communicated, furnished or disclosed by the State to another Party. State Records include information subject to disclosure under the CORA.
- Z. "Sub Area" means the physical regions that make up the Colorado Rural Workforce Consortium area.
- AA. "TAA" means Trade Adjustment Assistance. TAA is a federal program that provides assistance such as job search, relocation assistance, retraining, income support, etc. to certified workers who have lost or will lose their jobs as a result of foreign trade.
- BB. "Total Costs" means the total of the Infrastructure Costs and the Additional Costs.
- CC. "WIOA" means Workforce Innovation and Opportunity Act. WIOA is landmark legislation that is designed to strengthen and improve our nation's public workforce system and help get Americans, including youth and those with significant barriers to employment, into high-quality jobs and careers and help employers hire and retain skilled workers.
- DD. "WIOA Title III Wagner-Peyser Programs" means Workforce and Innovation and Opportunity Act Title III Wagner Peyser Programs. In 2014, the Wagner-Peyser Act was amended under title III of the Workforce Innovation and Opportunity Act. The Employment Service under WIOA builds upon previous workforce reforms and requires colocation of the Employment Service offices into the nearly 2,500 workforce centers nationwide and aligns performance accountability indicators with other federal workforce programs. The original Wagner-Peyser Act was established in 1933 and created a nationwide system of public employment offices, known as the Employment Service. The Employment Service seeks to improve the functioning of the nation's labor markets by bringing together individuals seeking employment with employers seeking workers.

The Wagner-Peyser Act was amended in 1998 to make the Employment Service part of the one-stop delivery system under the Workforce Investment Act.

EE. "Workforce Area" means the physical boundaries of a federally recognized workforce area in a state. Colorado has ten federally recognized areas.

FF. "Workforce Board" means the Rural Consortium Workforce Development Board.

**Exhibit A
Worksheet**

Name of One-Stop Partner: Prowers County Department of Human Services
 Type of Program: Temporary Assistance for Needy Families (TANF)
 Address, City, State, Zip Code: 1001 S Main Street, Lamar, CO 81052
 Telephone Number: 719-336-8752 Fax Number: _____
 Website: https://www.prowerscounty.net/departments/human_services/index.php
 E-Mail Address: dssdirector@prowerscounty.net

Identify all Sub-Areas in which your agency provides services:

| | | | | | |
|-----------------------|---|---------------------|--|----------------------|--|
| Broomfield | | Eastern | | Northwest | |
| Pueblo | | Rural Resort | | South Central | |
| Southeast | X | Southwest | | Western | |
| Upper Arkansas | | N/A | | N/A | |

Workforce Development System Services

Identify the partner services your agency provides, either directly or by referral to the One-Stop Center. Enter an "X" if you provide the services directly and enter an "R" for the services you access for your clients by referral. Some boxes may have both an "X" and an "R." Enter Workforce services that your program provides that are not listed here in the blanks at the bottom of the chart.

Partner Program Services

| <i>Preliminary Services</i> | | <i>Services Requiring Eligibility</i> | | <i>Training Services</i> | | <i>Employer Services</i> | |
|---|----|--|----|---|---|--|---|
| Public Information | X | Enrollment or Registration | | Financial Assistance for Training | | Job Listing | R |
| Outreach, Recruitment | | Diagnostic Assessment | R | Occupational Skills Training | X | Candidate Screening | R |
| Determination of Program Appropriateness for Customer | X | Individual Self-Sufficiency or Employment Plans | X | On-the-Job Training | X | Candidate Testing | R |
| Orientation | X | Counseling: Group or Individual | XR | Skills Upgrading | | Job Referrals | R |
| Resource Center | | Case Management | X | Re-Training | | Space for Job Interviews | X |
| Initial Assessment | X | Basic Education, Literacy Training, GED Training | X | Entrepreneurial Training | | Labor Market Information | R |
| Workshops | X | English as a Second Language Training | R | Apprenticeship Training | | Local Economic Development Information | |
| Career Information | XR | Computer Literacy Training | R | Customized or Workplace Training | X | Employer Incentives | |
| Labor Market Information | R | Job Readiness Training | X | Work Experience, Internship (including Summer Jobs) | X | Employer Seminars | |
| Job Search Skills & Information | XR | Life Skills Training | X | | | Job Fairs | R |
| Job Referrals | XR | Supportive Services | X | | | Services to Laid Off Workers | R |
| Follow-Up | | Post-Employment or | X | | | Outplacement | |

| | | | | | | | |
|---------------------------|----|-----------------------------------|---|--|--|--------------|--|
| | X | Job Retention Services | | | | Services | |
| Eligibility Determination | XR | Tutoring, Study Skills Training | X | | | Job Analysis | |
| | | Leadership Development Activities | X | | | Focus Groups | |
| | | Mentoring | X | | | | |
| | | Alternative Secondary School | R | | | | |

Identify the One Stop center services provided, either directly or by referral to a One-Stop Partner. Enter an "X" if you provide the services directly and enter an "R" for the services you access for your clients by referral. Some boxes may have both an "X" and an "R." Enter Workforce services that your program provides that are not listed here in the blanks at the bottom of the chart.

One-Stop Center Services

| <i>Preliminary Services</i> | | <i>Services Requiring Eligibility</i> | | <i>Training Services</i> | | <i>Employer Services</i> | |
|---|----|--|----|---|----|--|----|
| Public Information | X | Enrollment or Registration | X | Financial Assistance for Training | XR | Job Listing | X |
| Outreach, Recruitment | X | Diagnostic Assessment | XR | Occupational Skills Training | XR | Candidate Screening | |
| Determination of Program Appropriateness for Customer | X | Individual Self-Sufficiency or Employment Plans | XR | On-the-Job Training | XR | Candidate Testing | |
| Orientation | X | Counseling: Group or Individual | XR | Skills Upgrading | XR | Job Referrals | X |
| Resource Center | X | Case Management | XR | Re-Training | XR | Space for Job Interviews | |
| Initial Assessment | X | Basic Education, Literacy Training, GED Training | RX | Entrepreneurial Training | XR | Labor Market Information | X |
| Workshops | XR | English as a Second Language Training | R | Apprenticeship Training | XR | Local Economic Development Information | X |
| Career Information | X | Computer Literacy Training | XR | Customized or Workplace Training | XR | Employer Incentives | X |
| Labor Market Information | X | Job Readiness Training | XR | Work Experience, Internship (including Summer Jobs) | XR | Employer Seminars | X |
| Job Search Skills & Information | X | Life Skills Training | XR | | | Job Fairs | RX |
| Job Referrals | X | Supportive Services | XR | | | Services to Laid Off Workers | X |
| Follow-Up | X | Post-Employment or Job Retention Services | X | | | Outplacement Services | |
| Eligibility Determination | X | Tutoring, Study Skills Training | RX | | | Job Analysis | X |
| | | Leadership Development Activities | | | | Focus Groups | |

| | | | | | | | |
|--|--|---------------------------------|---|--|--|--|--|
| | | Mentoring | | | | | |
| | | Alternative Secondary School | R | | | | |

Please provide detailed descriptions of each of the following:

I. Access to Services

- a. Describe the manner in which the One-Stop Partner/Workforce Center will fulfill the access requirement. Provide details. The options are (1) co-location; (2) cross-trained staff; and (3) direct technological linkage.

Cross-Trained Staff

The Prowers County Department of Human Services (DHS) and Southeastern/South Central sub area (Lamar Workforce Center (WFC)) teams meet monthly for a collaborative meeting which includes cross-training, updates, and resource sharing. This meeting is also attended by other partners.

II. Service Delivery

- a. Describe services you will provide, coordination of services and delivery of services. Include physical location where services will be provided. Identify which items will be available at workforce centers and which will be available at other locations. Please specify if service delivery will include online delivery or the use of virtual platforms, such as Google meet, Zoom etc.

Partner Program:

Prowers County DHS is located at 1001 S. Main Street, Lamar CO 81052

Services provided: See box above. Specific programs: Employment First, TANF Colorado Works, Adult Education Services (Crossroads/Journey's, Tackling the Tough Skills, Parenting Education, GED)

One-Stop Center:

The Colorado Rural Workforce Consortium sub-area workforce centers provide free services to assist employers and job seekers. Services include and are not limited to; job listings, computer and internet access, career counseling and training for job seekers. Workforce Center career counselors can connect workers and job seekers with local employment, training, and educational opportunities, as well as any available funding; they can also help clients improve their interviewing skills and résumé. Services can be received virtually or in person at local workforce centers.

Sub-Areas and Locations

Pueblo Sub-Area

Pueblo Comprehensive Workforce Center

212 W 3rd St

Pueblo, CO 81003

Phone Number: (719) 562-3731

E-mail: cdle_pueblo_wfc@state.co.us

Broomfield Sub-Area

Broomfield Workforce Center

100 Spader Way

Broomfield, CO 80020

Phone Number: (303) 464-5855

E-mail: workforcecenter@broomfield.org

Eastern Sub-Area

Burlington Workforce Center
Serving: Serving Kit Carson & Cheyenne counties
1457 Martin Ave.
Burlington, CO 80807
Phone Number: (719) 346-5331
E-mail: cdle_burlington_wfc@state.co.us

Fort Morgan Workforce Center
Serving: Serving Morgan & Washington counties
426 Ensign Street
Fort Morgan, CO 80701
Phone Number: (970) 867-9401
E-mail: cdle_fort_morgan_wfc@state.co.us
Website: [Eastern Workforce Center Website](#)

Sterling Workforce Center
Serving: Phillips, Logan, & Sedgwick counties
100 Broadway, #24
Sterling, CO 80751
Phone Number: (970) 522-9340
Note: located in Walker Hall,
Northeastern Junior College
E-mail: cdle_sterling_wfc@state.co.us
Website: [Eastern Workforce Center Website](#)

Yuma Workforce Center
Serving: Yuma county
529 N. Albany Street, Suite 1210
Yuma, CO 80759
Phone Number: (970) 848-3760
E-mail: cdle_yuma_wfc@state.co.us
Website: [Eastern Workforce Center Website](#)

Northwest/Rural Resort (NW/RR) Sub-Area

Craig Workforce Center
Serving: Moffat & Rio Blanco counties
480 Barclay
Craig, CO 81625
Phone Number: (970) 824-3246
Note: Job Hotline: 800-778-5627
E-mail: cdle_craig_wfc@state.co.us

Edwards Workforce Center
Serving: Serving Eagle county
0069 Edwards Access Road, Suite 7
Edwards, CO 81632
PO Box: 1355
Phone Number: (970) 926-4440
E-mail: cdle_edwards_wfc@state.co.us

Frisco Workforce Center
Serving: Serving Summit, Grand & Jackson Counties
602 Galena St.
Frisco, CO 80443
P.O. Box 679
Phone Number: (970) 668-5360
E-mail: cdle_frisco_wfc@state.co.us

Leadville Workforce Center
Serving: Serving Lake county
901 S. Highway 24
New Discovery Building, Room 219
Leadville, CO 80461
PO Box: 1263
Phone Number: (719) 486-2428
E-mail: cdle_leadville_wfc@state.co.us

Meeker Workforce Center
Serving: Serving Rio Blanco county
345 Market Street
Meeker, CO 81641
PO Box: 2404
Phone Number: (970) 878-4211
E-mail: cdle_meeker_wfc@state.co.us

Glenwood Springs Workforce Center
Serving: Garfield, Pitkin & Eagle counties
401 23rd Street, Suite 300
Glenwood Springs, CO 81601
Phone Number: (970) 945-8638
E-mail: cdle_glenwood_springs_wfc@state.co.us

Steamboat Springs Workforce Center
Serving: Routt & Jackson counties
425 Anglers Drive D-2
Steamboat Springs, CO 80487
P.O. Box 881419,
Steamboat Springs, CO 80488
Phone Number: (970) 879-3075
E-mail: cdle_steamboat_springs_wfc@state.co.us

Southeast/South Central Sub-Area

Alamosa Workforce Center
Serving: Alamosa, Costilla, and Conejos counties
407 State Ave Suite C
Alamosa, CO 81101
Phone Number: (719) 589-5118
E-mail: cdle_alamosa_wfc@state.co.us

La Junta Workforce Center
Serving: Otero, Bent & Crowley counties 308 Santa Fe Ave.
La Junta, CO 81050
Phone Number: (719) 383-3191
Note: Job Hotline: 719-384-5627
E-mail: cdle_la_junta_wfc@state.co.us

Lamar Workforce Center
Serving: Serving Prowers, Baca, & Kiowa counties
405 East Olive St.
Lamar, CO 81052
Phone Number: (719) 336-2256
E-mail: cdle_lamar_wfc@state.co.us

Monte Vista Workforce Center
Serving: Serving Rio Grande, Saguache & Mineral counties

2079 Sherman Ave.
Monte Vista, CO 81144
Phone Number: (719) 852-5171
E-mail: [cdle monte vista wfc@state.co.us](mailto:cdle_monte_vista_wfc@state.co.us)

Trinidad Workforce Center
Serving: Las Animas county
140 North Commercial
Trinidad, CO 81082
Phone Number: (719) 846-9221
E-mail: [cdle trinidad wfc@state.co.us](mailto:cdle_trinidad_wfc@state.co.us)

SE Workforce Center at Walsenburg
Serving: Serving Huerfano county
201 East 5th Street, Suite 19
Walsenburg, CO 81089
Phone Number: (719) 738-2372
Hours: Mon - Wednesday - 8 am - 5 pm. Thursday and Friday by appointment
E-mail: [cdle walsenburg wfc@state.co.us](mailto:cdle_walsenburg_wfc@state.co.us)

Upper Arkansas Sub-Area

Canon City Workforce Center
Serving: Serving Fremont & Custer counties
3224 Independence Rd
Canon City, CO 81212
Phone Number: (719) 275-7408
E-mail: [cdle canon city wfc@state.co.us](mailto:cdle_canon_city_wfc@state.co.us)

Salida Workforce Center
Serving: Chaffee county
448 E. 1st St. Ste. 201
Salida, CO 81201
Phone Number: (719) 530.5980
E-mail: [cdle salida wfc@state.co.us](mailto:cdle_salida_wfc@state.co.us)

Western/Southwest Sub-Area

Cortez Workforce Center
Serving: Serving Dolores & Montezuma counties
20 West North Street

Cortez, CO 81321
Phone Number: (970) 565-3759
E-mail: [cdle cortez wfc@state.co.us](mailto:cdle_cortez_wfc@state.co.us)

Delta Workforce Center
Serving: Delta County
206 Ute Street
Delta, CO 81416
Phone Number: (970) 874-5781
E-mail: [cdle delta wfc@state.co.us](mailto:cdle_delta_wfc@state.co.us)

Durango Workforce Center
Serving: Serving La Plata, Archuleta & San Juan counties
331 South Camino Del Rio #C
Durango, CO 81303
Phone Number: (970) 247-0308
E-mail: [cdle durango wfc@state.co.us](mailto:cdle_durango_wfc@state.co.us)

Gunnison Workforce Center
Serving: Serving Gunnison & Hinsdale counties
109 E. Georgia Ave
Gunnison, CO 81230
Phone Number: (970) 641-0031
E-mail: cdle_gunnison_wfc@state.co.us

Montrose Workforce Center
Serving: Serving Montrose, Ouray, and San Miguel counties.
1551 Ogden Road
Montrose, CO 81401
Phone Number: (970) 249-7783
E-mail: cdle_montrose_wfc@state.co.us

III. Current Resources

- a. Describe how the services you will provide will be funded. Options include: (1) cash; (2) in-kind; (3) philanthropy; (4) private entities; and (5) alternative financing. Do not include infrastructure costs.

Partner Program:

Through allocation provided by CDHS and grant funding, including TANF funds.

One-Stop Center:

Workforce Center Services are funded by federal funds including the Wagner-Peyser Act and the Workforce Innovation and Opportunity Act (WIOA). State Employment Support Funds supplement Wagner-Peyser activities.

Grants may also be available from a variety of sources that pay for special programs.

- Wagner-Peyser: Basic Labor Exchange for employers and job seekers
- Workforce Innovation and Opportunity Act (WIOA): Adult, youth, dislocated workers

IV. Referrals

- a. Describe how referrals for services will be coordinated. Including methods of referrals between partners, tracking referrals and related activities, coordination and follow through and shared data systems and documentation such as the Colorado Workforce Data Capture System and Unite Us database system.

Prowers County DHS and the Lamar WFC staff email, phone and make referrals in-person. They also may use an electronic preliminary assessment form. Lamar WFC sends a job listing to Prowers County DHS on a bi-weekly basis. Prowers County DHS tracks referrals through case management, and Lamar Workforce Center through Connecting Colorado.

V. Assurances

Accessibility to services provided by the One-Stop System are essential to meeting the requirements and goals of the Colorado Rural Workforce Consortium. Job seekers must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces.

Describe methods to ensure that needs of workers, youth and individuals with barriers to development, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including physical, virtual, communications, and programmatic access through the one-stop delivery system including the use of technology and other resources.

Partner Program:

Prowers County DHS has a computer lab to provide technological access. Individual case management assures individuals with disabilities receive proper and appropriate service, including referrals to the Division of

Vocational Rehabilitation when needed. Additionally, Prowers County DHS has bi-lingual staff to meet the needs of Spanish speaking individuals.

One-Stop Center:

CRWC workforce centers are ADA compliant and follow all applicable federal, state, and local laws to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities are addressed. Customers are evaluated for overall need and benefit for workforce system services and/or accommodations in order to reduce barriers. Workforce centers work closely with the Division of Vocational Rehabilitation, and other community-based agencies to support customer needs. Services and materials can be accessed online and in person.

VI. Co-Locations

- a. List co-locations that One-Stop Partner is participating in.

None

Attachments:

- 1) One-Stop Partner List and Contact Information

Attachment 1
Colorado Rural Workforce Consortium
One Stop Partners

The table below lists all One-Stop Partners who are parties to the Memorandum of Understanding as of the Effective Date and their designated representatives and their contact information. CRWC shall update this Attachment 1 to reflect any changes to the list of One-Stop Partners who are parties to the Memorandum of Understanding and maintain a current copy of this Attachment 1 at the MOU Website, which is located at <https://cdle.colorado.gov/tools-resources>.

| One-Stop Partner | Applicable Sub-Area(s) | Designated Representative | Physical Location Address | Phone Number |
|--|---|---|---|---------------------|
| Rocky Mountain SER /Jobs for Progress Inc. | Eastern, Pueblo, South Central, Southeast, Southwest, & Western | Leon Ortega | 3555 Pecos Street, Denver, CO 80211 | 303-480-9394 |
| The Colorado Department of Labor and Employment, Division of Vocational Rehabilitation | All Sub-Areas | Robert Buzogany, Regional Manager, John Garcia, Pueblo | 633 17 th Street, 15 th Floor, Denver, CO 80202 | 303-866-4150 |
| The Colorado Department of Labor and Employment, State Veterans Services | All Sub-Areas | Colin Schneider | 633 17 th Street, 7 th Floor, Denver, CO 80202 | 303-318-8558 |
| SER Jobs for Progress National, Inc. | All Sub-Areas | Karen M. Brown, National Director of Programs /Josephine Quintano, State Director | 100 Royal Lane, Suite 130, Irving, Texas 75039 | 469-549-3623 |
| The Colorado Department of Labor and Employment, Division of Unemployment Insurance | All Sub-Areas | Briana Gienger | 251 East 12 th Avenue, Denver, CO 80202 | 303-318-9000 |
| Servicios de La Raza | All Sub-Areas | Rudolph "Rudy Gonzales | 3131 West 14 th Ave., Denver, CO 80204 | 303-458-5851 |
| Morgan County Department of Human Services | Eastern | Jacque Frenier | 800 E. Beaver Avenue, Fort Morgan, CO 80701 | 970-542-3531 |
| Cheyenne County Department of Human Services | Eastern | Soraya Taylor | 560 W 6 N Cheyenne Wells, CO 80810 | 719-767-5629 |
| Sedgwick County Department of Human Services | Eastern | Natasha "Tasha" Thode | 118 W 3 rd Street, Julesburg, CO | 970-474-3397 |

| | | | | |
|---|----------------|------------------|--|--------------|
| | | | 80737 | |
| Washington County Department of Human Services | Eastern | Teresa Traxler | 126 W. 5 th Street, Akron, CO 80720 | 970-345-2238 |
| Phillips County Department of Human Services | Eastern | Lori Lundgren | 127 E Denver, Suite A, Holyoke, CO 80734 | 970-854-2280 |
| Yuma County Department of Human Services | Eastern | Kara Hoover | 340 S. Birch Street, Wray CO 80758 | 970-332-4877 |
| Logan County Department of Human Services | Eastern | Dave Long | 508 S. 10 th Ave. Sterling, CO 80751 | 970-522-2194 |
| Kit Carson County Department of Human Services | Eastern | Jennifer Gribble | 252 S. 14 th Street, Burlington, CO 80807 | 719-346-7158 |
| Elbert County Health and Human Services | Eastern | Darcy Bolding | 75 Ute Ave. Kiowa, CO 80116 | 303-621-3149 |
| Lincoln County Department of Human Services | Eastern | Andrew Lorensen | 103 3 rd Ave. Hugo, CO 80821 | 719-743-2879 |
| Morgan Community College | Eastern | Dr. Curt Freed | 920 Barlow Road, Fort Morgan, CO 80701 | 970-542-3270 |
| Northeastern Junior College – Adult Education | Eastern | Jamie Giacomini | 100 College Drive, Sterling, CO 80751 | 970-521-6761 |
| Northeastern Junior College – Carl D. Perkins Grant Program | Eastern | Sam Soliman | 100 College Drive, Sterling, CO 80751 | 970-521-6761 |
| Pueblo Community College | Pueblo | Jenny Sherman | 900 W Orman Avenue, Pueblo, CO 81004 | 719-549-3200 |
| Pueblo County Department of Social Services | Pueblo | Karen Garcia | 320 W. 10 th Street, Suite 207, Pueblo, CO 81003 | 719-583-6160 |
| SEL Tutoring | Pueblo | Scott Lambert | 4440 N Creek Road, Pueblo, CO 810023 | 719-485-2456 |
| Community Educational Outreach | Pueblo | Lori Cuno | PO Box 18874, Denver, CO 80218 | 720-544-5548 |
| Fremont County Department | Upper Arkansas | Tony Carochi | 172 Justice | 719-275-2318 |

| | | | | |
|--|-------------------|------------------------------|--|---------------------------|
| of Human Services | | | Center Road, Canon City, CO 81212 | |
| Chaffee County Department of Human Services | Upper Arkansas | Monica Haskell | 448 E. 1 st Street, Salida, CO 81201 | 719-530-2500 |
| Custer County Department of Human Services | Upper Arkansas | Laura Lockhart | 205 South 6 th Street, Westcliffe, CO 81252 | 719-783-2371 |
| Park County Department of Human Services | Upper Arkansas | Susan L. Walton | 825 Clark Street, 59865 US Hwy, Fairplay, CO 80440 | 719-836-4139 |
| Colorado Mountain College -Salida Campus | Upper Arkansas | Rob Simpson/Julie Hanson | 349 E. 9 th St., Salida, CO 81201 | 719-530-7905 |
| Trinidad State College- Trinidad Campus | Southeast | Dr. Rhonda Epper | 600 Prospect Street, Trinidad, CO 81082 | 719-846-5559 |
| Otero College | Southeast | Dr. Timothy Alvarez | 1802 Colorado Avenue, La Junta, CO 81050 | 719-384-6822 |
| Prowers County Department of Human Services | Southeast | Lanie Meyers- Mireles | 1001 S Main Street, Lamar, CO 81052 | 719-336-8752 |
| Huerfano County Department of Social Services | Southeast | Sheila Hudson- Macchietto | 121 W 6 th Street, Walsenburg, CO 81089 | 719-738-2810, ext. 118 |
| Kiowa County Department of Human Services | Southeast | Dennis Pearson | 1307 Main Street, Eads, CO 81036 | 719-438-5541 |
| Otero County Department of Human Services | Southeast | Donna Rohde | 13 W 3 rd Street, La Junta, CO 81050 | 719-383-3131 |
| Baca County Department of Human Services | Southeast | Jona Mills | 772 Colorado Street, Suite #1, Springfield, CO 81073 | 719-523-4131 |
| Las Animas County Department of Human Services | Southeast | Michael Aragon | 219 S. Chestnut Street, Trinidad, CO 81082 | 719-846-2276 |
| Crowley County Department of Human Services | Southeast | Tonia Burnett | 631 Main Street, Suite | 719-267-3546 |

| | | | | |
|---|---------------|------------------|--|--------------|
| | | | 100, Ordway, CO 81063 | |
| Lamar Community College | Southeast | Dr. Rosana Reyes | 2401 S Main Street, Lamar, CO 81052 | 719-336-1511 |
| Saguache County Department of Social Services | South Central | Christina Wilson | 605 Christy Street, Saguache, CO 81149 | 719-655-2537 |
| Conejos County Department of Social Services | South Central | Nicholas Barela | 12989 County Rd. G. 6, Conejos, CO 81129 | 719-376-5455 |
| Durango Education Center | Southwest | Susan Hakanson | 701 Camino del Rio, Suite 310, Durango, CO 81301 | 970-385-4354 |
| Archuleta County Department of Human Services | Southwest | Isabel Vita | 551 Hot Springs Blvd., Pagosa Springs, CO 81157 | 970-264-2182 |
| La Plata County Department of Human Services (Includes San Juan) | Southwest | Martha Johnson | Tech Center Plaza, 10 Burnett Court, Durango, CO 81301 | 970-382-6150 |
| Montezuma County Department of Social Services | Southwest | Gina Montoya | 109 West Main Street, #203, Cortez, CO 81321 | 970-564-4105 |
| Dolores County Department of Social Services | Southwest | Malynda Evans | 409 N. Main Street, Dove Creek, CO 81324 | 970-677-2250 |
| Montrose Adult Education Center | Western | Anne Ventrello | 701 Junction Ave. Montrose, CO 81401 | 970-787-0281 |
| San Miguel/Ouray Departments of Human Services | Western | Carol Friedrich | 333 W. Colorado Ave., Telluride, CO 81435 | 970-728-4411 |
| Montrose County Human Services | Western | Jen Sherwood | 1845 S. Townsend Ave., Montrose, CO 81401 | 970-252-5000 |
| Gunnison/Hinsdale County Department of Health and Human Services | Western | Joni Reynolds | 225 North Pine Street, Gunnison, CO 81230 | 970-641-3244 |

| | | | | |
|--|--------------|----------------------------|---|--------------|
| Delta County Department of Human Services | Western | Anne Gallegos | 320 W. 5 th Street, Delta, CO 81416 | 970-874-2030 |
| Eagle County Department of Human Services | Rural Resort | Megan Burch | 551 Broadway, Eagle, CO 81631 | 970-328-8888 |
| Summit County Department of Human Services | Rural Resort | Joanne Sprouse | 360 Peak One Drive, Suite 230, Breckenridge, CO 80443 | 970-668-9160 |
| Lake County Department of Human Services | Rural Resort | Janeen McGee | 112 W. 5 th Street, Leadville, CO 80461 | 719-486-2088 |
| The Learning Source | Rural Resort | Josh Evans | 8790 W. Colfax Ave. #109, Lakewood, CO 80215 | 303-941-3944 |
| Pitkin County Department of Human Services | Rural Resort | Lindsay Maisch | 0405 Castle Creek Road, Suite 204, Aspen, CO 81611 | 970-920-5235 |
| Garfield County Department of Human Services | Rural Resort | Sharon Longhurst-Pritt | 195 W. 14 th Street, Rifle, CO 81650 | 970-625-5282 |
| Colorado Mountain College-Glenwood | Rural Resort | Heather Exby, Julie Hanson | 802 Grand Avenue, Glenwood Springs, CO 81601 | 970-945-8691 |
| Rio Blanco County Department of Human Services | Northwest | Carmen McKay | 200 Main Street, Ste. 200, Meeker, CO 81641 | 970-878-9640 |
| Grand County Department of Human Services | Northwest | Deb Ruttenberg | 129 E. Byers Ave., Hot Sulphur Springs, CO 80451 | 970-725-3331 |
| Jackson County Department of Social Services | Northwest | Deb Ruttenberg | 350 McKinley Street, Walden, CO 80480 | 970-723-4750 |
| Moffat County Department of Social Services | Northwest | Kristin Grajeda | 595 Breeze Street, Craig, CO 81625 | 970-824-8282 |
| Routt County Department of Human Services | Northwest | Kelly Kissling | 135 6 th Street, Steamboat Springs, CO | 970-870-5533 |

| | | | | |
|--|------------|---|--|--------------|
| | | | 80477 | |
| Colorado Northwestern Community College | Northwest | Annette Burrow | 500 Kennedy Drive, Rangely, CO 81648 | 970-675-3258 |
| Broomfield County Department of Human Services | Broomfield | Dan Casey | 100 Spader Way, Broomfield, CO, 80020 | 720-887-2200 |
| Front Range Community College | Broomfield | Janel Highfill | 4616 S. Shields Street, Fort Collins, CO 80526 | 303-404-5311 |
| Denver Indian Center (Fatherhood Program) | Broomfield | Steve Revello | 4407 Morrison Rd., Denver, CO, 80219 | 303-936-2688 |
| Jefferson County School District R1 ABE programs | Broomfield | Catherine Baldwin-Johnson/Keenan Sweigart | 1829 Denver West Drive #27, Golden, CO 80401 | 303-982-7484 |

Exhibit B
Cost Sharing Agreement (CSA)

Name of One-Stop Partner: _____
Type of Program: _____
Address, City, State, Zip Code: _____
Telephone Number: _____ Fax Number: _____
Website: _____ E-Mail Address: _____

Identify all Sub-Areas in which your agency provides services:

| | | | | | |
|-----------------------|--|---------------------|--|----------------------|--|
| Broomfield | | Eastern | | Northwestern | |
| Pueblo | | Rural Resort | | South Central | |
| Southeastern | | Southwestern | | Western | |
| Upper Arkansas | | N/A | | N/A | |

1. Estimate of Total Costs

Exhibit B, CSA, describes the Parties' agreed-upon estimate of the annual Total Costs in the Workforce Area for the applicable period. Consistent with the terms of the MOU and the requirements of the Cost Sharing Legal Authorities, the Total Costs equals the sum of all Infrastructure Costs and Additional Costs estimated to be incurred by the State in support of the one-stop delivery system in the Workforce Area.

2. Calculation of Proportionate Share

Exhibit B, CSA, describes the Parties' agreed-upon calculation of the One-Stop Partner's Proportionate Share of the Total Costs that the One-Stop Partner will contribute toward the operation of the one-stop delivery system in the Workforce Area. Consistent with the terms of the MOU and the requirements of the Cost Sharing Legal Authorities, the One-Stop Partner's Proportionate Share was calculated using a reasonable cost allocation methodology based on the relative benefits received by the One-Stop Partner from the operation of the one-stop delivery system in the Workforce Area.

3. Calculation of Partner Contribution

Exhibit B -CSA describes the Parties' agreed-upon calculation of the One-Stop Partner's annual Partner Contribution for the applicable period. Consistent with the terms of the MOU and the requirements of the Cost Sharing Legal Authorities, the Partner Contribution equals the Total Costs multiplied by the One-Stop Partner's Proportionate Share.

4. Method for Making Partner Contribution

Exhibit B, CSA, shows the Parties' agreed-upon method by which the One-Stop Partner will make its Partner Contribution for the applicable period. This method is consistent with the terms of the MOU and the requirements of the Cost Sharing Legal Authorities.

5. Consent to Terms of Other One-Stop Partner CSAs

The One-Stop Partner acknowledges and agrees that it has had the opportunity to review, and consents to the terms of, each other one-stop partner's Cost Sharing Agreement.

6. Reconciliation Process

At least once per quarter throughout the term of the MOU, the Parties agree to reconcile their estimate of the Total Costs, their calculation of the One-Stop Partner's Proportionate Share, their calculation of the One-Stop Partner's Partner Contribution, and the agreed-upon method by which the One-Stop Partner will make its Partner Contribution. The quarterly reconciliation process will be performed in accordance with the terms of the MOU and the requirements of the Cost Sharing Legal Authorities.

If, upon completion of the reconciliation process, the Parties agree to update their estimate of the Total Costs, their calculation of the One-Stop Partner's Proportionate Share, their calculation of the One-Stop Partner's Partner Contribution and/or the method by which the One-Stop Partner will make its Partner Contribution, or if the identity of the participating one-stop partners has changed, the Parties will update Exhibit B using the following methodology: (a) Partner will complete a Project Change Request Form and CRWC, with the prior consent of the Workforce Board and the LEO Board, will prepare and present to the One-Stop Partner a new version of Exhibit B that reflects all updated information agreed to by the Parties and attaches documentation in support of the Parties' agreed-upon estimate of the Total Costs, calculation of the Proportionate Share and calculation of the Partner Contribution; (b) upon receipt of the reviewed and updated Exhibit B from the One-Stop Partner, CRWC will attach the updated Exhibit B to the back of this MOU, leaving in place all previous versions of Exhibit B and will update the current copy of the MOU displayed on the MOU Website.

Any updated versions of Exhibit B delivered in accordance with this Section 6 will be incorporated as a legally binding component of the MOU to be interpreted consistent with all terms and conditions of the MOU and will be effective during the applicable period defined.

7. Dispute Resolution and Required Consensus

The Parties agree that they will attempt in good faith to resolve any disputes that may arise between the Parties or between any Party and any other one-stop partner regarding the terms of Exhibit B -CSA, the terms of any other one-stop partners' Cost Sharing Agreement, or the quarterly reconciliation process through the dispute resolution process described in Section 7C of the MOU. Any objections to the terms of any other one-stop partners' Cost Sharing Agreement will be waived unless such objections are described in writing and delivered to the designated representatives for CRWC, the Workforce Board and the LEO Board within thirty (30) days from the date that Exhibit B Cost Sharing Agreement is displayed on the MOU Website.

If CRWC, the Workforce Board, the LEO Board and the Required Partners are unable to achieve the consensus required by the Cost Sharing Legal Authorities and are unable to resolve their disputes through the dispute resolution process described in Section 7C of the MOU, Exhibit B will automatically terminate, and the State Backup Formula will be implemented.

8. Applicable Period

This Exhibit B sets forth the participating one-stop partners and the Parties' agreed-upon estimate of the Total Costs, calculation of the One-Stop Partner's Proportionate Share, calculation of the One-Stop Partner's Partner Contribution, and method by which the One-Stop Partner will make its Partner Contribution for the period of this MOU and lasting through the term of the MOU or until the Parties execute and deliver an updated version of Exhibit B in accordance with Section 6 of the Exhibit B (the "Applicable Period").

9. Identification of Participating One-Stop Partners

Each of the following Required Partners will operate in the Workforce Area during the Applicable Period:

- SEL Tutoring, WIOA Title II Adult Education and Literacy program
- Community Educational Outreach, WIOA Title II Adult Education and Literacy program
- Pueblo Workforce Center WIOA Title III Wagner-Peyser Programs
- CDLE, Division of Vocational Rehabilitation, WIOA Title IV Rehabilitation Act programs
- Pueblo County Department of Social Services, Temporary Assistance for Needy Families/Colorado Works (TANF/CW)
- SER Jobs for Progress National, Inc., Older Americans Act programs
- Pueblo Community College, Perkins post-secondary vocational education
- Pueblo Workforce Center, Trade Adjustment Assistance and NAFTA-TAA program
- CDLE/JVSG, Veterans Employment and Training
- CDLE, Division of Unemployment Insurance, Unemployment Compensation Programs

10. Agreed-Upon Cost Sharing Amounts

In accordance with the terms of Exhibit B - CSA, the Parties agree that:

A. Estimate of Total Costs

The Total Costs in the Workforce Area are estimated to be during the Applicable Period. The Total Costs includes all

Infrastructure and Additional Costs estimated to be \$0,000,00 associated with the Pueblo Workforce System incurred by the State in support of the one-stop delivery system in the Workforce Area during the Applicable Period.

B. Calculation of One-Stop Partner's Proportionate Share of Total Costs

The One-Stop Partner's Proportionate Share is equal to ###% during the Applicable Period. This is the percentage of the Total Costs that the One-Stop Partner will contribute toward the operation of the one-stop delivery system in the Workforce Area during the Applicable Period.

C. Calculation of Partner Contribution

The One-Stop Partner's Partner Contribution is equal to \$00,000.00 for the Pueblo Workforce System during the Applicable Period. This is the amount that the One-Stop Partner agrees to contribute toward the operation of the one-stop delivery system in the Workforce Area during the Applicable Period.

D. Method for Making Partner Contribution

The One-Stop Partner will make its Partner Contribution during the Applicable Period as follows: In-Kind such as rent, utility, technology, equipment costs associated with providing services to customers in Pueblo County. The One-Stop Partner will make no cash funded payments under this MOU.

E. Supporting Documentation

The Parties have attached documentation in support of their agreed-upon estimate of the Total Costs, calculation of the Proportionate Share and calculation of the Partner Contribution.

SUPPORTING DOCUMENTATION

Attachments:

- 1) Pueblo Workforce System total cost worksheet and proportionate share methodology and calculations
- 2) One-Stop Partner List and Contact Information

EXHIBIT C, PROJECT CHANGE REQUEST FORM

One-Stop Partner Agency Name: _____

Requestor Name: _____

Request Date: _____

Change requested: (For example, changes may include Representative of Party, Location Address, Exhibit A Services, Exhibit B Cost Sharing Agreement)

Rationale for the change:

For CRWC use only

Whether the change is approved or denied: ____ Approved ____ Denied

Rationale for the approval/denial

Signature of CRWC Director _____

Date _____

EXHIBIT D, SAMPLE OPTION LETTER

| | |
|--|---|
| (A) The Workforce Board the Rural Consortium Workforce Development Board (the "Workforce Board") | Option Letter Number Insert the Option Number (e.g. "1" for the first option) |
| (B) The LEO Board the Colorado Rural Workforce Board of Local Elected Officials (the "LEO Board") | Original MOU Number Insert number or Other Contract Number of the Original Contract |
| State Agency Colorado Department of Labor and Employment, Division of Employment and Training, acting by and through the Colorado Rural Workforce Consortium ("CRWC" or the "State") | Option MOU Number Insert number or Other Contract Number of this Option |
| One-Stop Partner Insert One-Stop Partner Full Legal Name | MOU Performance Beginning Date Month Day, Year Current MOU Expiration Date Month Day, Year |

1. OPTIONS:

A. Option to extend MOU for an Extension Term.

2. REQUIRED PROVISIONS:

A. For use with Option 1(A): In accordance with Section(s) Number of the Original MOU referenced above, the State hereby exercises its option for an additional term, beginning <Insert start date and ending on the current contract expiration date shown above.>

3. Option Effective Date:

A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

| | |
|--|---|
| <p align="center">STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE</p> <hr/> <p>By: Name & Title of Person Signing for Agency or IHE</p> <p>Date: _____</p> | <p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: _____</p> |
|--|---|

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 04/25/2023

Submitter: Meagan Hillman, Public Health Director

Submitted to the County Administration Office on: 4/11/2023

Return Originals to: Sheryl Reifschneider and Jana Coen, County Clerk

Number of originals to return to Submitter: 1

Contract Due Date: May 12, 2023

Item Title/Recommended Board Action: Consider approval of Statement of Work and Budget for Child Fatality Prevention Act, total payment amount \$3,500.00 and authorizing Meagan Hillman, Public Health Director to execute the document.

Justification or Background: This is annual funding from CDPHE for Child Fatality Prevention work. Since we receive less than \$5,000.00 we are to just sign the scope of work and return

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

STATEMENT OF WORK

I. Entity Name: Prowers County Public Health

II. Project Description: This project serves to support the Child Fatality Prevention Act (Article 20.5 of Title 25, Colorado Revised Statutes), which is a statewide, multi-agency effort to prevent child deaths. Pursuant to C.R.S. § 25-20.5-404-405, local public health agencies, or agencies designated by local public health agencies, are required to establish and coordinate multidisciplinary, local child fatality prevention review teams (local teams). The purpose of the local team is to conduct systematic, comprehensive, multidisciplinary reviews of child deaths to better understand how and why children die. The child fatality review process uses a public health approach to identify trends and patterns, to take action, to improve systems, and to implement strategies that may prevent future deaths from occurring.

This project benefits the State of Colorado by helping the people of Colorado understand the incidence and causes of child fatalities and therefore encourage public action to prevent further child fatalities. Additionally, the project benefits the State of Colorado by identifying services provided by public, private, and nonprofit agencies to children and their families that are designed to prevent, and that are effective in preventing, child fatalities; identifying gaps or deficiencies that may exist in the delivery of services provided by public, private, and nonprofit agencies to children and their families that are designed to prevent child fatalities; and making recommendations for, act as a catalyst for, and implement any changes to laws, rules, and policies that will support the safe and healthy development of the children in this state and prevent future child fatalities.

III. Definitions:

1. CDPHE – Colorado Department of Public Health and Environment
2. CFPS – Child Fatality Prevention System
3. CRS – Case Reporting System
4. FTP – File Transfer Protocol
5. SUID – Sudden Unexpected Infant Death

IV. Work Plan:

| | |
|---|---|
| Goal #1: Create healthy, thriving and resilient communities by preventing child deaths in Colorado due to unintentional injury, homicide, motor vehicle incidents, child abuse and neglect, SUID, suicide, and undetermined causes. | |
| Objective #1: No later than the expiration date of this contract, advance a comprehensive understanding of the circumstances of individual child deaths in Colorado and support equitable strategies at the individual, community, and societal levels to prevent future deaths. | |
| Primary Activity #1 | The Contractor shall conduct individual, case-specific, multidisciplinary reviews of all child fatalities assigned to the local team based on coroner jurisdiction. |
| Sub-Activities #1 | <ol style="list-style-type: none">1. The Contractor shall access the Death Certificate FTP website on a weekly basis to obtain death certificates for each child fatality case assigned to the local team.2. The Contractor shall gather case records from the coroner's office, law enforcement agencies, county department of human services, hospitals, and other agencies for each child fatality assigned to the local team.3. The Contractor shall abstract critical data from case records and enter the data into the National Center for Fatality Review and Prevention's CRS for each child fatality assigned to the local team.4. The Contractor shall develop case summaries for the purpose of completing the "Narrative" section (Section O) of the National Center for Fatality Review and Prevention's CRS for each child fatality assigned to the local team. |

| | |
|----------------------------|---|
| | <p>5. The Contractor shall facilitate local team meetings with multidisciplinary local team members to conduct individual, case-specific reviews of child fatalities for the purpose of discussing and identifying equitable prevention recommendations in the “Prevention Initiatives Resulting from the Review” section (Section L) of the National Center for Fatality Review and Prevention’s CRS.</p> <p>6. No later than two (2) months after reviewing a child fatality, the Contractor shall complete data entry for Sections A-O and click “Data entry completed for this case” (in Section P) of the National Center for Fatality Review and Prevention’s CRS for each child fatality assigned to the local team.</p> |
| Primary Activity #2 | The Contractor shall promote evidence-based injury and violence prevention strategies that advance health equity. |
| Sub-Activities #2 | <p>1. The Contractor shall apply a public health approach to identify trends and patterns of child fatalities using state and local team data reports.</p> <p>2. The Contractor shall identify structural inequities that lead to systemic, avoidable, and unjust health disparities for certain groups of children.</p> <p>3. The Contractor shall apply a public health approach to identify equitable prevention strategies to implement at the local level.</p> <p>4. The Contractor shall apply a public health approach to identify equitable system improvements to implement at the local level.</p> <p>5. The Contractor shall implement evidence-based, equitable child fatality prevention strategies at the local level.</p> <p>6. The Contractor shall implement evidence-based, equitable system improvements at the local level.</p> <p>7. The Contractor shall vote on state-level prevention recommendations for the CFPS annual legislative report.</p> |
| Primary Activity #3 | The Contractor shall participate in training opportunities. |
| Sub-Activities #3 | <p>1. The Contractor shall attend CDPHE-approved local team trainings.</p> <p>2. The Contractor shall attend CDPHE-approved web-based trainings.</p> |
| Primary Activity #4 | The Contractor shall evaluate the Colorado CFPS. |
| Sub-Activities #4 | <p>1. The Contractor shall complete the CFPS Local Team Survey.</p> |

| | |
|--|--|
| <p>Standards and Requirements</p> | <ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall comply with the Child Fatality Prevention Act C.R.S. 25-20.5-404-409. This document is incorporated and made part of this contract by reference and is available on the following website http://www.sos.state.co.us/CCR/Welcome.do. 3. Reviewable child fatalities include one or more of the following causes: undetermined causes, unintentional injury, homicide, motor vehicle incidents, child abuse/neglect, sudden unexpected infant death (SUID), and suicide. 4. The Contractor shall adhere to processes and policies outlined in the <i>Colorado Child Fatality Prevention System (CFPS): An Introduction to the System</i> to conduct individual, case-specific review of fatalities. This document is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html. 5. The Contractor shall adhere to processes and policies outlined in the <i>Colorado Child Fatality Prevention System (CFPS): An Introduction to the System</i> to identify equitable prevention recommendations. This document is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html. 6. The Contractor shall adhere to processes and policies outlined in the <i>Colorado Child Fatality Prevention System (CFPS): An Introduction to the System</i> to enter information regarding the child fatality into the National Center for Fatality Review and Prevention's CRS. This document is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html. 7. CDPHE will provide the local team coordinator login credentials to the FTP website. This website content is incorporated and made part of this contract by reference and is accessible at https://secft2.dphe.state.co.us/thinclient/Login.aspx. 8. CDPHE will provide the local team coordinator login credentials to the National Center for Fatality Review and Prevention's CRS. This website content is incorporated and made part of this contract by reference and is accessible at https://data.ncfrp.org. 9. CDPHE will assign child fatalities for review to the Contractor based on coroner jurisdiction using the FTP Website on a weekly basis. This website content is incorporated and made part of this contract by reference and is accessible at https://secft2.dphe.state.co.us/thinclient/Login.aspx. 10. The Contractor shall complete data entry of child fatalities in the National Center for Fatality Review and Prevention's CRS no later than two months after the case review meeting or by December 31st if the case review meeting takes place within two (2) months of the end of the year. 11. CDPHE will conduct quality assurance checks as defined on the CFPS website on the data entered into the National Center for Fatality Review and Prevention's CRS for child fatalities reviewed by the Contractor. This information is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/. 12. The Contractor shall request technical assistance and training from the CFPS State Support Team at CDPHE by emailing the appropriate CFPS State Support Team member. 13. CDPHE will disseminate analyzed, aggregated child fatality data to the Contractor in the following ways: |
|--|--|

| | | |
|---------------------------------|--|-------------------------------|
| | <p>a. local team data reports,</p> <p>b. the online CFPS Data Dashboard. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/.</p> <p>14. CDPHE will provide resources for evidence-based, equitable injury and violence prevention strategies on the CFPS website. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/.</p> <p>15. CDPHE will invite the Contractor to state-level meetings to discuss and vote on prevention recommendations for the annual CFPS legislative report.</p> <p>16. The Contractor shall use information from the CFPS website on acceptable and approved uses of funding for child fatality, injury, and violence prevention strategies when implementing local prevention strategies. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/.</p> <p>17. The Contractor shall provide information on local level prevention strategies and system improvements.</p> <p>18. The Contractor shall notify the CFPS State Support Team at CDPHE within 30 calendar days of a change of the local team coordinator responsible for the performance of services provided under this contract.</p> <p>19. CDPHE will provide the Contractor with training opportunities.</p> <p>20. CDPHE will provide the CFPS Local Team Survey to the Contractor.</p> <p>21. CDPHE will provide progress report templates to the Contractor.</p> | |
| | | |
| Expected Results of Activity(s) | <p>1. Improved understanding of child fatality data in Colorado including circumstances, risk and protective factors, trends, inequities, and patterns surrounding child deaths.</p> <p>2. Identification of evidence-based, equitable prevention recommendations to prevent future child fatalities from occurring in Colorado.</p> <p>3. Implemented and evaluated equitable child fatality prevention strategies at the state and local levels.</p> | |
| Measurement of Expected Results | <p>1. Sections A-O of the National Center for Fatality Review and Prevention’s CRS will be completed for 100% of child fatalities that occurred in Colorado and meet CFPS’ review criteria within the local team’s jurisdiction.</p> <p>2. Increased number of equitable prevention strategies implemented at the state and local levels as documented in the CFPS annual report, the CFPS Local Team Survey, and through prevention stories.</p> | |
| | | Completion Date |
| | <p>1. The Contractor shall submit all information resulting from child fatality case reviews into the National Center for Fatality Review and Prevention’s CRS for each child fatality case assigned by the CFPS State Support Team at CDPHE.</p> | No later than 12/31, annually |

| | | |
|---------------------|--|---|
| Deliverables | 2. The Contractor shall submit CDPHE-approved progress reports via email to the CFPS State Support Team at CDPHE. | At two designated dates, 12/31 and 6/30, annually |
| | 3. The Contractor shall submit the online CFPS Local Team Survey administered by the CFPS State Support Team at CDPHE. | No later than 6/30, annually |

V. Additional Provisions:

To receive compensation under this Contract, the Contractor shall submit a biannual electronic progress report as stipulated in Deliverable Number Two (2) of the Statement of Work. This progress report shall document the Contractor's progress toward completion of the activities in accordance with the Statement of Work. The second progress report, due 6/30, must be reviewed and approved by CFPS staff before the final payment is made.

Payment under this Contract shall be made to the Contractor by the State in four (4) payments in accordance with the budget included in this Contract. The final payment shall be made only after CFPS staff have reviewed and approved the progress report submitted by the Contractor for the fourth quarter.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

VI. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Child Fatality Prevention System Injury Prevention Coordinator and the Child Fatality Prevention System Program Manager. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, data entered into the National Center for Fatality Review and Prevention's CRS, and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VII. Resolution of Non-Compliance:

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Child Fatality Prevention System Injury Prevention Coordinator and the Child Fatality Prevention System Program Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

VIII. Budget:

| Quarter | TOTAL Payment |
|-------------------------------|-------------------|
| July 1 through September 30 | \$875.00 |
| October 1 through December 31 | \$875.00 |
| January 1 through March 31 | \$875.00 |
| April 1 through June 30 | \$875.00 |
| Total | \$3,500.00 |

IX. Attestation:

The Contractor agrees to perform services in accordance with the terms and conditions of the Statement of Work and Budget.

Contractor Name (Print) and Title

Contractor Signature

Date

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4/25/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 4/11/23

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 the Prowers County Department of Human Services Civil Rights Plan as required per 10 CCR 2505-5 1.202.7.d."

Justification or Background:

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

Funds from the county behavioral health grant will be utilized.

County: _____

Federal: \$ _____

State: _____

Other: \$ _____

Approved by the County Attorney on: 4/13/23

Additional Approvals (if required):

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

THANK YOU!

Nondiscrimination Notice

Prowers County Department of Human Services does not discriminate based on race, color, ethnic or national origin, ancestry, age, sex, gender, sexual orientation, gender identify and expression, religion, creed, political beliefs, or disability. Prowers County Department of Human Services does not discriminate in employment, admission or access to, treatment or participation in, or receipt of the service and benefits under any of its programs, services and activities.

Prowers County Department of Human Services provides:

- Free aids and services for individuals with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats
- Free language services for individuals whose primary language is not English, such as:
 - Qualified foreign language interpreters
 - Information written in other languages

If you believe Prowers County Department of Human Services has failed to provide these services or discriminated in another way, you can file a grievance with the Civil Rights Officer within 60 days of the incident. You can file by mail, phone, fax, or email. The Civil Rights Officer can also help you file the grievance.

To Request aids and services or to file a grievance:

Civil Rights Officer
Amanda Morales, Human Resources Manager
1001 S. Main Street
Lamar, CO 81052
Telephone: (719) 336-7486, ext. 106
Fax: (719) 336-8752
Email: dhs@prowerscounty.net

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Complaint Portal at ocrportal.hhs.gov/ocr/smartscreen/main.jsf, or by mail, phone, fax, or email.

Office for Civil Rights
U.S. Department of Health and Human Services
1961 Stout Street, Rooms 08-148
Denver, CO 80294
Telephone: 800-368-1019 (TDD: 800-537-7697)
Fax: (202) 619-3818
Email: OCRComplaint@hhs.gov

Prowers County Civil Rights Plan

Prowers County Department of Human Services will ensure that protected classes are granted accommodations in the accessing, and granting of, programs, services and activities provided by the county. No discrimination against protected classes is permitted in relation, but not limited to:

1. The use of the county's physical facilities
2. Intake or application procedures
3. Caseload assignments
4. Determination of eligibility and redetermination of eligibility
5. The amount and type of benefits extended to the application or member as part of the Medical Assistance Program.

Per 10 CCR 2505-5 1.020.7.1.d, Prowers County Department of Human Services has developed this Civil Rights Plan.

1. Existing Prowers County Client Civil Rights Policy and Chapter I Employment of the Prowers County Personnel Handbook outlines protocols, policies and procedures ensuring equal access and opportunity for all members, applicants, employees, and others that intersect with their programs, services and activities without regard to race, color, ethnic or national origin, ancestry, age, sex, gender, sexual orientation, gender identify and expression, religion, creed, political beliefs, or disability.
2. Per 10 C CR 2505-5 1.020.7.1.a.:
 - a. Prowers County Civil Rights Contact is Amanda Morales, Human Resources Manager. This contact will remain with the Human Resources Manager role as they are impartial and independent.
 - b. Should a conflict of interest arise, Prowers County will utilize a neighbor county to provide this role.
 - c. The Department Director or County Attorney will be used to conduct investigations as necessary.
3. The County Civil Rights Contact will maintain up-to-date knowledge on changes in member related civil rights laws and requirements and communicate and share this information with county staff on a regular basis.
4. The County Civil Rights Contact will act as the first point-of-contact for applicant, member, and individual civil rights complaints.
 - a. Contact information for the County Civil Rights Contact will be posted in the Prowers County Annex Lobby and on the Prowers County Department of Human Services website at https://www.prowerscounty.net/departments/human_services
5. The Civil Rights Plan and State and County Non-discrimination Statements will be posted in the Prowers County Annex Lobby and on the Prowers County Department of Human Services website at https://www.prowerscounty.net/departments/human_services
6. The County Civil Rights Contact will coordinate with the County Director and County Attorney when needed to manage the county's non-discrimination investigation procedures, conduct investigations and address issues of civil rights training and consulting, as required.
7. The County Civil Rights Contact will Prowers County will provide civil rights training and consulting as required.
8. The County Civil Rights Contact will provide this plan to all Department of Human Services employees on an annual basis and collect signatures verifying the employee has received and reviewed the plan. Additionally, should findings from an investigation conclude

additional training is necessary, the County Civil Rights Contact will provide individualized staff training and feedback.

As detailed in 10 CCR 2505-5 1.020.6.f.ii., if the Department receives or is notified of a complaint of discrimination against the county, or the county, through its own investigation of a civil rights or discrimination complaint, and the complaint is founded and an applicant, member or individual was found to be discriminated against by the county or its staff, the State Department will initiate corrective actions as specified in 10 CCR 2505 1.020.11 until the county rectifies the issue. Non-compliance with corrective actions will result in sanctions as sated in 10 CCR 2505-5 1.020.12.

Civil Rights Plan, Civil Rights, and Non-Discrimination Training Requirements

Civil Rights Plan Training Requirements

Prowers County is required, per 10 CCR 2505-5 1.020.7.1.a, to provide training to all county staff regarding the County Civil Rights Plan.

- All county staff that have contact with applicants and members or county staff who supervise those who have applicant/member direct contact will be required to complete related training(s).
- Such trainings will be completed upon commencement of employment and then completed annually by December 31st each year after.
- One hundred percent of county staff shall complete the annual training, with documentation on file with the HR Department demonstrating completion of the training.
- Upon request, Prowers County will provide records of completed training and supporting documentation.

State Training on Civil Rights and Non-Discrimination

Prowers County is required, per 10 CCR 2505-5 1.020.3.b, to monitor and track that all staff complete state trainings on Civil Rights and Discrimination.

- All Prowers County staff appointed to fulfill duties relating to the administration of Medical Assistance and who have direct contact with applicants and members, or supervise staff who have direct contact, shall complete required trainings.
- Such trainings will be completed upon commencement of employment and then completed annual by December 31st each year after.
- One hundred percent of county staff shall complete the annual training, with documentation on file with the HR Department demonstrating completion of the training.
- Failure to complete the training annually may result in loss of access to the Colorado Benefits Management System (CBMS).

County Contractor, Vendor and Partner Compliance with Civil Rights Provisions

As specified in 10 CCR 2505-5 1.020.6.1.c, Prowers County will assure that any contractors, vendors, partners or other parties that do business on behalf of the county, are paid using federal and state Medical Assistance funds, or who have contact with applicants or members comply with federal and state civil rights laws.

If Prowers County becomes alerted that a county contractor, vendor or partner is engaging in discriminatory activity, the county must notify Health Care Policy and Financing, using the contact information below within three (3) calendar days:

Office for Civil Rights
U.S. Department of Health and Human Services
1961 Stout Street, Rooms 08-148
Denver, CO 80294
Telephone: 800-368-1019 (TDD: 800-537-7697)
Fax: (202) 619-3818
Email: OCRComplaint@hhs.gov

At Health Care Policy and Financing's direction, if the county, state or federal government finds that any of the county's contractors, vendors or partners are in violation of federal and state civil rights provisions, the county may be required to terminate any payment or association with that party, per 10 CCR 2505-5 1.020.6.1.d. Termination will occur immediately upon notification from Health Care Policy and Financing to Prowers County.

Prowers County Non-Discrimination Investigation Procedure

Prowers County is required to promptly investigate Civil Rights complaints. Investigation procedures implemented by the Department of Human Services will consist of two tiers of review: an information review or formal investigation.

1. Information Reviews will take place when the complaint does not directly affect a member's eligibility or benefits.
 - a. An informal review must be completed within sixty (60) calendar days
2. Formal Reviews are reserved for complaints that may affect the member or applicant's eligibility, such as a complaint that alleges the county did not allow a county resident to apply because of their protected status.
 - a. The member/applicant has the discretion to determine whether they would like an information or formal review.
 - b. If a member/applicant does not specify, the county must treat that investigation as a formal review.
 - i. A formal investigation must be completed within one hundred twenty (120) calendar days of receipt of the complaint.

The applicant or member may file the complaint by providing it in writing to the County Civil Rights contact via Facsimile (719) 336-8752, by letter addressed to Prowers County Department of Human Services, Attn: Civil Rights Contact 1001 S. Main St., Lamar, CO 81052, or through the county-designed general email box (dhs@prowerscounty.net) which is managed by Human Resources and the County Director.

The complaint will be reviewed and the applicant or member may be contacted for clarification, interview, or to provide additional information as necessary to complete the review/investigation. To ensure the timely processing of the complaint, it is expected that the applicant or member will respond within 5 business days of any request for information or interview.

Upon completion, the County will provide written results of the review/investigation to the complainant and the State department. The complainant will also be provided opportunity to appeal the results to the County Director. Appeal decisions will be rendered and provided in writing to the complainant and the State department within fifteen (15) calendar days.

All informal reviews and formal investigations will be logged, tracked, and maintained by the County Civil Rights Officer. Information from the complaints will be reviewed by the County Director, Human Resources and the Unit Manager to determine the need for business process changes and/or trainings, whether the complaint was founded or not. The information will also be submitted to the State department on a biannual basis. Due dates to submit this information are January 31st and July 31st beginning January 31, 2024.

If a complaint of discrimination or Civil Rights violations is investigated and the investigation finds that a complaint is founded, the state Department will require the county take all necessary steps to correct the violation. Prowers County will provide the state Department a detailed description of actions taken

and modifications made within three (3) calendar days from the completion of the investigation. Following receipt of the county's findings and description of its corrective action, the state Department will work with Prowers County on any additional required steps.

Submission of Civil Rights Complaints

Prowers County has adopted a complaint/grievance procedure that provides for the timely and equitable resolution of complaints alleging violation of applicable federal and state civil rights laws. Complainant/grievant will be provided notice that s/he may also file a complaint with Health Care Policy and Financing by submitting the Discrimination Complaint Form and contacting hcpf504ada@state.co.us.

Alternatively, complaints may also be filed with the Colorado Civil Rights Division by completing the CaseConnect Civil Rights form or contacting dora_ccrd@state.co.us. The Colorado Civil Rights Division (CCRD) is the State of Colorado's authority for the Colorado Anti-Discrimination Act (CADA).

Complainants may also contact the U.S. Department of Health and Human Services, Office of Civil Rights at:

U.S. Department of Health and Human Services
Office for Civil Rights
1961 Stout Street-Room 08-148
Denver, CO 80294-3538
Voice Phone: (800) 368-1019
FAX: (202) 619-3818
TDD: (800) 537-7697
Email: ocrmail@hhs.gov

Per federal and state law, an applicant, member, or individual cannot be retaliated against for requesting access to or assistance in the submission of a Civil Rights or discrimination complaint.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4-17-23

Submitter: Sheryl Reifschneider, AP Director

Submitted to the County Administration Office on: 4-17-23

Return Originals to: Sheryl Reifschneider and Jana Coen, County Clerk

Number of originals to return to Submitter: 1

Contract Due Date:

- 1. Item Title/Recommended Board Action:** Consider ratifying 4-17-2023 Verbal Poll approval for Payment of Bills and voided Checks, if any, presented in the amount of \$196,773.45 for certification date 4-19-23.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

PROWERS COUNTY TREASURER CERTIFICATION

| COUNTY GENERAL FUND - 01 | | 0010 | April 19, 2023 |
|------------------------------|--------------------------------|---------------|----------------------|
| 68972-69020 | 2023 | \$ 117,245.57 | |
| | 2/7 Cert Correction for credit | \$ (2,072.06) | |
| | | | |
| | | | |
| | Payroll | | |
| | Fringes | | |
| | | Total | \$ 115,173.51 |
| | | | |
| ARPA - 02 | 0018 | | |
| | 2023 | | |
| | | | |
| | | | |
| | Payroll | | |
| | Fringes | | |
| | | Total | \$ - |
| | | | |
| ROAD & BRIDGE FUND - 02 | 0020 | | |
| | 2023 | \$ 38,498.93 | |
| | | | |
| | | | |
| | Payroll | | |
| | Fringes | | |
| | | Total | \$ 38,498.93 |
| | | | |
| FSA (Cafeteria) 552 | 0552 | | |
| | 2023 | \$ 925.65 | |
| | | | |
| | | Total | \$ 925.65 |
| | | | |
| Sheriff's Booking Fees | 0675 | | |
| | | \$ 226.08 | |
| | | | |
| | Payroll | | |
| | | Total | \$ 226.08 |
| | | | |
| SALES & USE TAX FUND - 03 | 0900 | | |
| | 2023 | | |
| | | | |
| | | Total | \$ - |
| | | | |
| CONSERVATION TRUST FUND - 06 | 0130 | | |
| | 2023 | \$ 766.28 | |
| | | | |
| | | Total | \$ 766.28 |
| | | | |
| CAPITAL FUND - 07 | 0100 | | |
| | 2023 | \$ 7,350.00 | |
| | | | |
| | | Total | \$ 7,350.00 |
| | | | |
| OTHER AGENCIES FUND- 08 | SECED 0011 | | |
| | | | |
| | | Total | \$ - |
| | | | |
| LODGING TAX - 09 | 0014 | | |
| | 2023 | | |
| | | | |
| | Payroll | | |
| | Fringes | | |
| | | Total | \$ - |
| | | | |
| PUBLIC HEALTH AGENCY - 11 | 0676 | | |
| | 2023 | \$ 6,612.41 | |
| | | | |
| | | | |
| | Payroll | | |
| | Fringes | | |
| | | Total | \$ 6,612.41 |
| | | | |
| CRMC | 0016 | | |
| | 2023 | \$ 22,313.40 | |
| | | | |
| | | | |
| | Payroll | | |
| | Fringes | | |
| | | Total | \$ 22,313.40 |
| | | | |
| OPC | 0017 | | |
| | 2023 | \$ 4,907.19 | |
| | | | |
| | | | |
| | Payroll | | |
| | Fringes | | |
| | | Total | \$ 4,907.19 |
| | | | |
| GRAND TOTAL | | | \$ 196,773.45 |


 Sheryl Reifschneider, AP Director

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4/25/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 4/18/23

Return Originals to: Department of Human Services

Number of originals to return to Submitter:

Contract Due Date:

Item Title/Recommended Board Action:

"Consider ratifying 4/18/23 email poll approval for payment of bills in the amount of \$4,747.61 for the Department of Human Services as presented, in the amount of \$3,627.55 for Welcome Home Child and Family Development Center as presented and in the amount of \$270.85 for H3C with the certification date of 4/19/2023."

Justification or Background:

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

County: _____

Federal: \$ _____

State: _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
PAYROLL CERTIFICATION
MONTH: APRIL 2023

| PAYROLL TYPE | DATE | CHECK NUMBERS | AMOUNT |
|---------------------|----------|---------------|----------|
| DHS: | | | |
| SALARY | | | |
| FRINGE | 04/19/23 | 66581-66601 | 4,747.61 |
| OPERATING | | | |
| VOID | | | |
| AID DEPEND. CHILD: | | | |
| CHILD CARE: | | | |
| AID NEEDY DISABLED: | | | |
| CHILD WELFARE: | | | |
| LEAP: | | | |
| OAP: | | | |
| WORK PROGRAM | | | |
| FOOD ASSISTANCE: | | | |
| WHC: | | | |
| SALARY | | | |
| FRINGE | 04/19/23 | 8477-8479 | 3,627.55 |
| OPERATING | | | |

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT EBT AUTHORIZATIONS IN THE AMOUNT OF \$0.00 HAVE BEEN APPROVED. OTHER PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$8,375.16 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

April 19, 2023

GRAND TOTAL \$

8,375.16

4/18/23 *[Signature]* CHAIRMAN
DATE 4/18/23 *[Signature]* COMMISSIONER
DATE 4/18/23 *[Signature]* COMMISSIONER

4/18/23 *[Signature]* DIRECTOR
DATE

BALANCE AS OF 4/18/23

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: April 19, 2023

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

Prepared by:
Mindy Maestas

SALARY

FRINGE _____

| | | |
|------------------|--------------------|-----------------|
| OPERATING | 66581-66601 | 4,747.61 |
|------------------|--------------------|-----------------|

WHC SALARY _____

WHC FRINGE

| | | |
|----------------------|------------------|-----------------|
| WHC OPERATING | 8477-8479 | 3.627.55 |
|----------------------|------------------|-----------------|

| | |
|----------|----------|
| TOTAL:\$ | 8,375.16 |
|----------|----------|

Information Only

VOIDED CHECKS #'s: _____


Lanie Mireles, Director

Lanie Mireles, Director

HOTLINE COUNTY CONNECTION CENTER
PAYROLL CERTIFICATION
MONTH: APRIL 2023

PAYROLL TYPE

DATE

CHECK NUMBERS

AMOUNT

H3C

SALARY

FRINGE

OPERATING

04/19/23

3736-3739

270.85

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY
CERTIFY THAT PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$270.85 ARE APPROVED TO BE PAID FROM THE
HOTLINE COUNTY CONNECTION CENTER.

April 19, 2023

GRAND TOTAL

\$

270.85

DATE

CHAIRMAN

DATE

COMMISSIONER

DATE

COMMISSIONER

DATE

DIRECTOR

BALANCE AS OF 4/18/23

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: April 19, 2023

HOTLINE COUNTY CONNECTION CENTER FUND

Prepared by:
Mindy Maestas

H3C SALARY

H3C FRINGE

H3C OPERATING 3736-3739


3736-3739

270.85

TOTAL:\$ 270.85

Information Only

VOIDED CHECKS #'s:


Lanie Mireles, Director

Lanie Mireles, Director

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 04/25/2023

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 04/19/2023

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter:

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of a letter sent to Commercial Highway business owners regarding new Junk/Rubbish Regulations and required Screening.

Justification or Background:

Per Planning Commission and Board of County Commissioners request for letter to be sent to all C-2 Commercial Highway Businesses regarding new Junk/Rubbish Regulations and required screening.

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

County: \$ N/A Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!



PROWERS COUNTY LAND USE

1001 SOUTH MAIN STREET
LAMAR, CO 81052
PHONE: 719-336-8988 FAX: 719-336-9763
LANDUSE@PROWERSCOUNTY.NET

XXXX XX, 2023

XXXXXXX
XXXXXXX
XXXXXXX

Dear Sir/Madam,

On July 5, 2022 Prowers County Board of County Commissioners adopted Ordinance No. 2022-01, An Ordinance Creating Rubbish and Junk Regulations which applies to salvage junkyards, junk vehicles, etc., maintained in the regular course of a permitted Commercial enterprise, must have a method of screening to visually shield the salvage yard, junk vehicles, etc. This ordinance is in addition to the current Prowers County Zoning Regulations for Commercial Highway C-2 businesses.

To assist business owners, with the cost of bringing their properties into compliance with the new ordinance, The Board of County Commissioners has implemented a reimbursement incentive of up to five thousand dollars (\$5,000.00) per property to the first ten (10) business owners who submit a letter to the Prowers County Land Use office of their intent to build the required screening. The screening must be built and receipts turned into the Prowers County Land Use office by December 1, 2023 to receive the reimbursement incentive. Failure to build by December 1, 2023 will mean forfeiture of the reimbursement incentive.

The business owners' who apply for the reimbursement incentive will have their names put on a list to receive the incentive funds in the order applications were received. A waitlist will be created for those businesses who are not among the first ten (10) applicants. In the case of a prior applicant not meeting the December 1, 2023 build deadline, the next applicant on the waitlist who did meet the deadline will be considered for the reimbursement incentive.

For further questions please contact Michelle Hiigel, Prowers County Land Use Administrator, at 719-336-8988 or Mark Westhoff, Prowers County Administrator, at 719-336-8025.

Sincerely,

Michelle Hiigel
Prowers County Land Use Administrator

Enc: Ordinance 2022-1
Prowers County Commercial Highway C-2 Regulations

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 04/25/2023

Submitter: Michelle Hiigel, Land Use Administrator

Submitted to the County Administration Office on: 4/19/2023

Return Originals to: Michelle Hiigel, Land Use Administrator

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action: Consider approval of sending a Letter of Concurrence, to Element Engineering, concurring with the proposed Town of Holly Water Improvements Project.

Justification or Background: Matthew Hess, Element Engineering requested an Intergovernmental Review, for the Town of Holly Water Improvement Project, and obtain a letter of concurrence as a requirement by the USDA who is being asked to fund the project.

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

JANA COEN
CLERK TO THE BOARD

Rose Pugliese
COUNTY ATTORNEY

April 25, 2023

Element Engineering
Attn: Matthew Hess
12687 W Cedar Drive, Suite 300
Lakewood, CO 80228

RE: Town of Holly Water System Improvements

Dear Mr. Hess,

The Prowers County Board of County Commissioners have had an opportunity in which to review the plans for the Town of Holly Water Improvements Project. After reviewing said plans, the Board of County Commissioners hereby state their concurrence with said plans.

If there are changes to the proposed water improvements plans, Prowers County reserves the right to withdraw the letter of concurrence, until such time new plans have been submitted to the County, at which time the Board will consider the new request and submission of a new letter of concurrence.

Respectfully,

Board of County Commissioners, Prowers County, Colorado

Ron Cook, Chair

Wendy Buxton-Andrade, Vice-Chair

Thomas Grasmick, Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 01/24/2023

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 01/18/2023

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider to approve of Subdivision Exemption Application by Carol Flint, in the W½ of Section 17, Township 22, Range 45 West, the 6th P.M. The request is to subdivide approximately 2 acres from the existing property of 318.51 acres. The property is located in an A-1 Irrigated Agriculture zone. This will be a Second Subdivision. The application was approved by the Planning Commission on January 11, 2023.

Justification or Background: Applicant would like to subdivide approximately 2 acres of property, which contains two buildings, one of which is owned by her son Andy Flint. If the subdivision is approved Andy will purchase the two acres, with the buildings from applicant. Andy Flint owns the home just south of the proposed acreage that is to be subdivided.

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

1999-2000

APPLICANT'S CERTIFICATE:

I/We hereby certify for a Standard Exemption from the Premises County Subdivision Regulations as provided for therein for the tract of land as shown and described herein. Regulations are correct for the tract as shown herein, and that the information as shown herein is true and correct to the best of my/our knowledge and belief.

~~Andrew~~

~~L. M. Smith~~

~~H. B. Smith~~

MARCH 3, 2023

[illegible]

LANCE W. BRUNDAGE
REGISTERED PROFESSIONAL
LAND SURVEYOR
COLORADO 30087



PLANNING COMMISSION
PROWERS COUNTY, COLORADO

Reviewed and Approved by the Powers County Planning Commission.

Chalamian: Will Wilson Date: 4-19-83

BOARD OF COUNTY COMMISSIONERS:
JAMES G. COLEMAN, Chairman
JAMES E. COLEMAN, Vice Chairman
JAMES E. COLEMAN, Vice Chairman
JAMES E. COLEMAN, Vice Chairman

Reviewed and Approved by the Board of County Commissioners, Producers County, Colorado.

Chairman: _____, Date: _____

STATE OF COLORADO,
COUNTY OF PROWERS. S.S.

I hereby certify that this instrument of record was filed in my office on the _____ day
of _____ 20____, at _____ Mo. under Reception number _____.

Clerk and Recorder _____
Deputy _____

SECOND SUBDIVISION OF THE
SW1/4 OF SEC. 17, T22S, R.45W,
OF THE 6TH P.M. COUNTY OF
FROWERS, STATE OF COLORADO.

DESCRIPTION OF SUBDIVISION

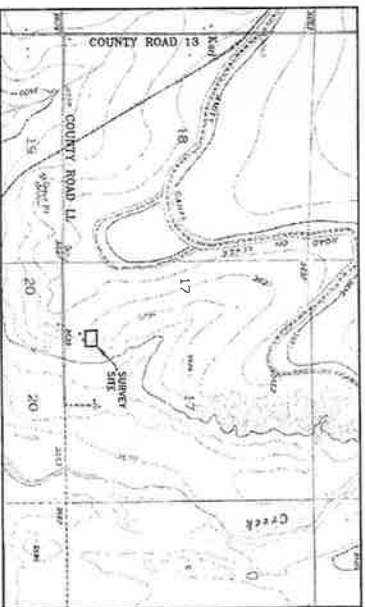
A tract of land lying in the SW1/4 of Sec. 17, T.22S, R.45W of the 6th P.M. being more particularly described as follows:

Beginning at the Northwest corner of the First Subdivision of said Survey shown by the plat recorded at Reception No. 475384 of the Proverbs C records; thence S 88°22'05"E, 269.65 feet to the Northeast corner of the same; thence S 88°22'05"E, 100.35 feet; thence N 05°19"E, 250.00 feet; thence N 88°22'05"E, 380.00 feet; thence S 07°19'W, 250.00 feet to the point of beginning. In the County of Proverbs, State of Colorado. The Tract contains 2.24 Acres.

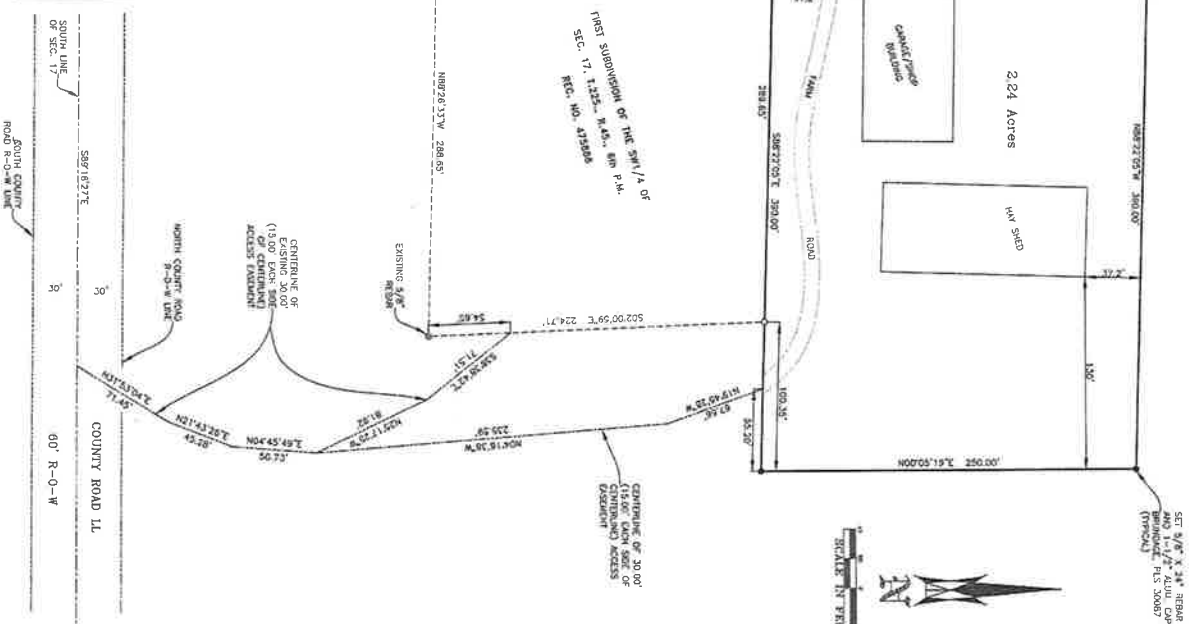


NOTICE: THIS SURVEY MADE WITHOUT BENEFIT OF AN UPDATED ABSTRACT OR TITLE POLICY AND MAY BE SUBJECT TO OTHER CIRCUMSTANCES, CONDITIONS, RIGHTS ETC. WHICH MAY HAVE DEVELOPED SINCE THE DATA REFERENCED IN THE SURVEYOR'S STATEMENT.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LOCAL ACTION BASED UPON ANY DEFECT IN THE SURVEY WITHIN THIRTEEN YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



VICINITY MAP



SET 3/8" X 3/4" REBAR
AND 1-1/2" ALU CAP
BRUNSWICK, PLS 30087
(TPICAL)

BOGGS LAND SERVICES, INC.
 1001 N. 10th St., Suite 100
 Phoenix, AZ 85004
 Tel: 602-254-1111
 Fax: 602-254-1112

BLSI

| | |
|-------------|---------------|
| DATE: | MARCH 2, 2013 |
| PROJECT NO. | 29FLNT25 |

CHARTERED BY:
THE CHANCERY
OF THE CHANCERY

SUBDIVISION
PLAT

PROJECT LOCATION

EAST OF THE SW 1/4 SEC. 17, T22S, R43W,
6th PM, FROWERS COUNTY, COLORADO

| | |
|---------|-------|
| CCO0511 | LAMAR |
|---------|-------|

CAROL FLINT

COLORADO

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 04/25/2023

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 4/19/2023

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 3

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of Final Subdivision Exemption plat map by the estate Charles Leonard Rink, Milton Rink Personal Representative. Application request was approved on March 15, 2023 by the Planning Commission and on March 21, 2023 by the BOCC. Minor Subdivision, Amended First Subdivision, in the SE ¼ SE ½ of Section 21, Township 22 South, Range 44 West, 6th P.M, subdividing 5.00 acres into two tracts; Tract 1-3.00 acres and Tract 2-2.00 acres, to be recorded in the County Clerks's Office.

Justification or Background:

Milton Rink, would like to move the boundary line to incorporate silos, liquid tanks, currently in Tract 1 into Tract 2. The home will be sold.

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

County: \$13.00 Recording Fee_Federal: \$_____ State: \$_____ Other:
\$_____

Approved by the County Attorney on:

Additional Approvals (if required):

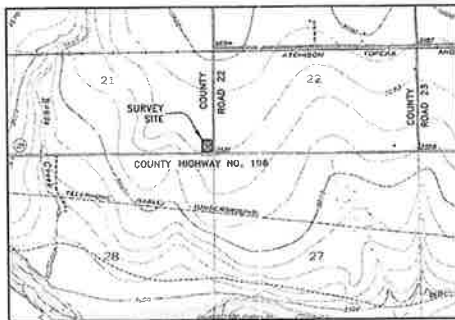
**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO
COUNTY ADMINISTRATION.**

THANK YOU!

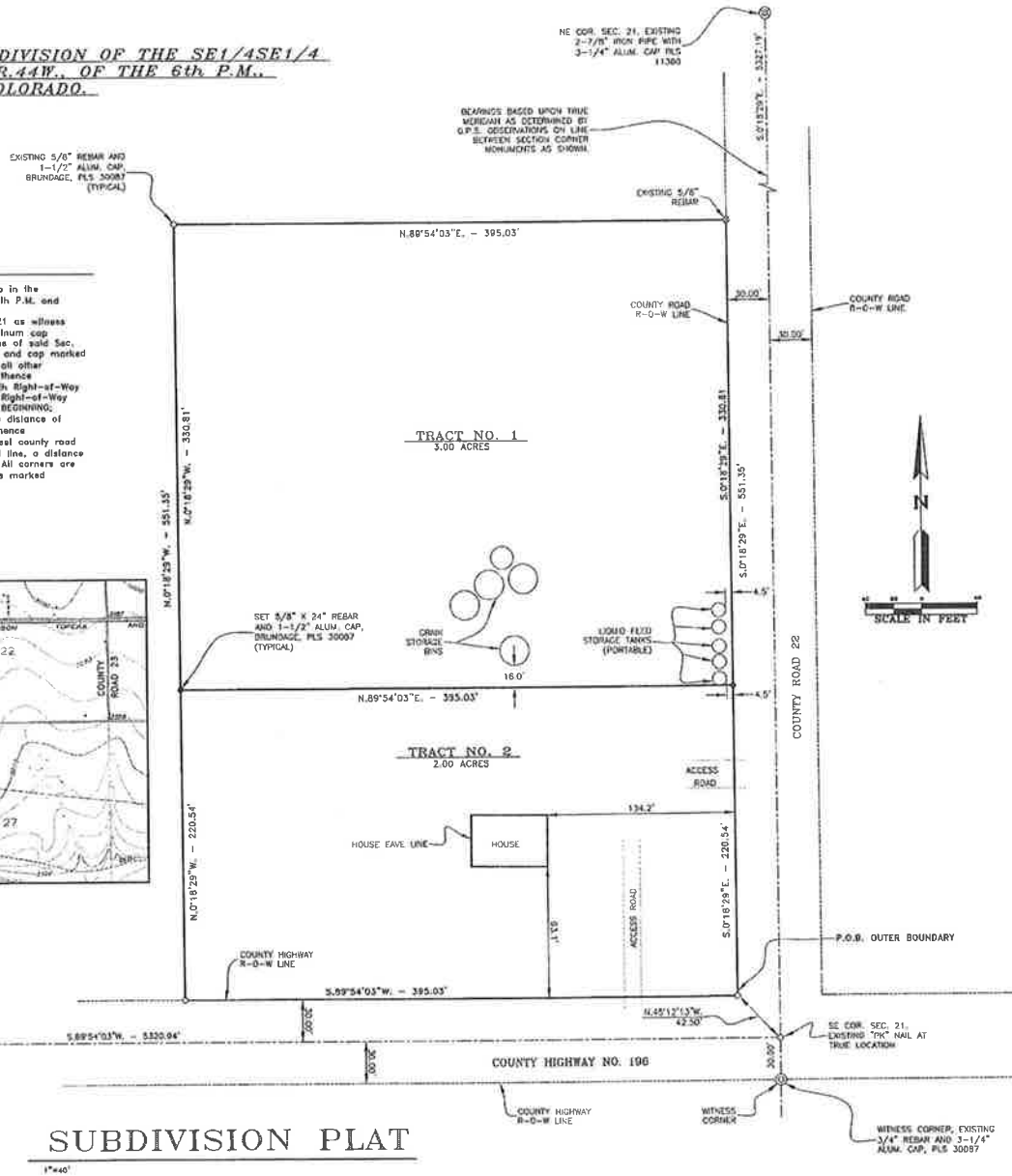
AMENDED FIRST SUBDIVISION OF THE SE1/4SE1/4 OF SEC. 21, T.22S., R.44W., OF THE 6th P.M., PROWERS COUNTY, COLORADO.

DESCRIPTION OF TRACT

A tract of land lying in Prowers County, Colorado in the SE1/4SE1/4 of Sec. 21, T.22S., R.44W., at the 6th P.M. and being more particularly described as follows: Beginning at the Southwest corner of said Sec. 21 as witness monumented by a 3/4" rebar and 3-1/4" aluminum cap marked PLS 30087 and considering the South line of said Sec. 21 as witness monumented by a similar rebar and cap marked PLS 12103 at its West end, bearing (GPS) with all other bearings contained herein being relative thereto; thence N.45°12'13"W., 42.50 feet to a point on the North Right-of-Way line of Colorado Highway No. 196 and the West Right-of-Way line of County Road 22 and the TRUE POINT OF BEGINNING; thence S.59°54'03"W., along said highway line, a distance of 395.03 feet; thence N.0°18'29"W., 551.35 feet; thence N.89°54'03"E., 395.03 feet to a point on said West county road line; thence S.0°18'29"E., along said county road line, a distance of 551.35 feet to the True Point of Beginning. All corners are monumented by 5/8" rebar and aluminum caps marked BRUNDAGE, PLS 30087. The Tract contains 5.00 Acres.



VICINITY MAP
N.T.S.



SUBDIVISION PLAT

AMENDED FIRST SUBDIVISION

APPLICANT'S CERTIFICATE:

I hereby apply for a Homestead Exemption (Tract No. 2) and a Standard Exemption (Tract No. 1) from the Prowers County Subdivision Regulations as provided for therein for the tracts of land as shown and described herein. Said tract No. 2 has an existing homestead upon it with an adequate domestic water system and a septic tank. I/We certify that I/We are legal owner(s) of the tracts as shown herein, and that the information as shown herein is true and correct to the best of my/our knowledge and belief.

Charles Donald Rink
By *Milton Rink* personal representative

SURVEYOR'S STATEMENT

MARCH 30, 2023

I, LANCE W. BRUNDAGE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE TO MILTON RINK ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF AND TO THE HIGHEST STANDARDS OF CARE OF PROFESSIONAL LAND SURVEYORS PRACTICING IN COLORADO, THAT ON NOVEMBER 2, 2021, AS RESULT OF A SURVEY MADE ON THE GROUND AND MONUMENTED BY ME; THAT THIS LAND SURVEY PLAT WAS PREPARED BY ME AND REPRESENTS THE SURVEY MADE; THAT THE SURVEY WAS BASED UPON INFORMATION AND INSTRUCTIONS SUPPLIED BY CLIENT WITH CLIENT DESIRING NO FURTHER RESEARCH INTO EASEMENTS OR RIGHT-OF-WAYS BY THE UNDERSIGNED.

LANCE W. BRUNDAGE
REGISTERED PROFESSIONAL LAND
SURVEYOR COLORADO 30087



PLANNING COMMISSION:
PROWERS COUNTY, COLORADO:

Reviewed and Approved by the Prowers County Planning Commission.

Chairman: *[Signature]* Date: *4-13-23*

BOARD OF COUNTY COMMISSIONERS:
PROWERS COUNTY, COLORADO:

Reviewed and Approved by the Board of County Commissioners, Prowers County, Colorado.

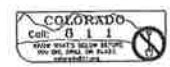
Chairman: _____ Date: _____

STATE OF COLORADO:
COUNTY OF PROWERS, S.S.

I hereby certify that this instrument of record was filed in my office on the _____ day of _____, 20____, at _____, M., under Reception number _____.

Clerk and Recorder: _____ By: *[Signature]* Deputy

NOTICE: THIS SURVEY MADE WITHOUT BENEFIT OF AN UPDATED ABSTRACT OR TITLE POLICY AND MAY BE SUBJECT TO OTHER EASEMENTS, CONDITIONS, RIGHTS ETC. WHICH MAY HAVE DEVELOPED SINCE THE DATA REFERENCED IN THE SURVEYOR'S STATEMENT.



NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THE SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. NO LATER MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

| | | | |
|--|-------------------------|---|---|
| BRUNDAGE LAND SURVEYORS, INC. 17901 AND DWS PROJECT NO. 17501BARK SHEET NO. 1 OF 1 | SUBDIVISION PLAT | PART OF THE SE1/4SE1/4 OF SEC. 21, T.22S., R.44W., 6th P.M., PROWERS COUNTY, COLORADO | CLIENT: MILTON RINK BRISTOL COLORADO |
|--|-------------------------|---|---|

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 04/25/2023

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 4/18/2023

Return Originals to: Meagan Hillman, PCPHE Director

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action: Consider approval of Intergovernmental Agreement between Prowers County Public Health and Environment and Otero County Health Department for Environmental Health Assistance effective April 1, 2023 and authorizing Meagan Hillman, Public Health Director, to execute the document.

Justification or Background: This is an IGA for Otero PH to perform EH duties until new EH staff is hired. See Exhibit A attached to IGA.

Fiscal Impact: This item is budgeted in the following account code: _____
County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

Intergovernmental Agreement (IGA)

Environmental Services Assistance

This IGA is made this day of April 1, 2023, between Prowers County Public Health and Environment (PCPHE), 1001 S Main St Lamar CO 81052, hereinafter referred to as PCPHE, and the Otero County Health Department, 13 West 3rd Street, Room 111, La Junta, CO 81050, hereinafter referred to as OCHD. Per this IGA, PCPHE names OCHD as its designee for the purpose of assisting PCPHE with environmental inspections and related issues.

The parties, as named above, hereby agree to the following:

I. Applicable laws, Rules and Regulations:

PCPHE and OCHD will adhere to, and comply with, applicable laws, rules and regulations pertaining to environmental services (i.e. retail food, OWTS, public swimming pools, etc.) as per Colorado law.

II. Fee Collection:

When OCHD completes an inspection for PCPHE in the service area of Baca, Bent, Kiowa and Prowers Counties, at the direction of PCPHE, PCPHE agrees to pay OCHD applicable salary, fringe and current Otero County mileage rate (Exhibit A) of Environmental Health inspector. PCPHE will be billed within 30 days of inspection.

III. Designee:

Pursuant to 6 CCR 1010, OCHD's designee will be appropriately trained and qualified.

IV. Effective Date and Term:

This IGA shall be effective from April 1, 2023 and shall remain in effect until terminated by either party.

V. Termination of IGA:

This IGA shall remain in effect for the term described above unless terminated in writing by either party by giving 30 days advance notice.

PCPHE Representative Signature, Title, Printed Name and Date


 David Dir. Richard R. Her, 4/17/2023
OCHD Representative Signature, Title, Printed Name and Date

Exhibit A

Otero County Public Health Staff Salary with Fringe: \$45.10

Otero County Government's per diem meal allowance:

Breakfast \$15.00 Lunch \$20.00 Dinner \$30.00 Total \$65.00

Otero County Mileage Reimbursement Rate: \$ 0.53/ Mile

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 04/25/2023

Submitter: Tamara Nickelson, Finance Director

Submitted to the County Administration Office on: 4/19/2023

Return Originals to: Tamara Nickelson, Finance Director

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action: Consider Approval of a Resolution transferring revenue between Sales Tax Fund to Capital Fund in the amount of \$500,000.00.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

RESOLUTION TO TRANSFER REVENUE BETWEEN FUNDS
Resolution No. 2023-

A resolution transferring sums of money to the various funds and spending agencies for Prowers County, Colorado, for the 2023 budget year.

WHEREAS, the Board of County Commissioners has adopted the annual budget in accordance with the Local Government Budget Law, on December 15, 2022, and;

WHEREAS, the Board of County Commissioners has made provision for revenues in the various funds, and;

WHEREAS, it is sometimes necessary to transfer revenues from one fund to another, and;

NOW, THEREFORE, LET IT BE RESOLVED by the Board of County Commissioners of Prowers County, Colorado:

That the following sums are hereby transferred from the revenue of each fund, to each fund:

| | <u>Debit</u> | <u>Credit</u> |
|------------------------------|--------------|---------------|
| Sales Tax Fund ACCT #0900 | \$500,000 | |
| Capital Fund ACCT #0100 | | \$500,000 |

ADOPTED this 25th day of April 2023

ATTEST:

Ron Cook, Chairman

Thomas Grasmick, Vice-Chairman

Jana Coen, County Clerk

Wendy Buxton-Andrade, Commissioner

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 4-11-23

Submitter: Sam Zordel, County Sheriff

Submitted to the County Administration Office on: 3-22-23

Return Originals to: Jana Coen and Sam Zordel

Number of originals to return to Submitter: 2

Contract Due Date:

Consider approval of Second Reading and Adoption of the Prowers County Ordinance No. 2023 - 2, Adopting the 2020 Edition of the Model Traffic Code for Colorado, with an effective date immediately upon adoption.

Item Title/Recommended Board Action:

Justification or Background:

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

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

Approved by the County Attorney on: 3-7-2023

**AN ORDINANCE ADOPTING THE 2020 EDITION OF THE MODEL
TRAFFIC CODE FOR COLORADO**

Pursuant to § 42-4-110(1), C.R.S., local authorities are granted the power to enact, adopt and enforce traffic regulations on the roads and streets within the jurisdiction of the local authority, subject to the conditions and limitations set forth therein; and

Pursuant to § 42-1-102(48), a local authority is defined to include every county and other local board or body having authority to adopt police regulations under the Colorado Constitution and the laws of the State of Colorado for the unincorporated areas of Prowers County; and

Pursuant to § 42-4-110(1)(b), a local authority may, in the manner prescribed in Article 15 of Title 30, C.R.S., adopt by reference all or any part of a model traffic code, which embodies the rules of the road and vehicle requirements set forth in Article 4 of Title 42 and § 42-4-111, except that in the case of state highways, any such additional regulations shall have the approval of the Colorado Department of Transportation; and

The Board of County Commissioners of Prowers County (the "Board") has the authority to adopt police power ordinances under the Colorado Constitution and as authorized in Article 4 of Title 42, C.R.S. and in Article 15 of Title 30, C.R.S.; and

The Board finds the adoption of the 2020 version of the Model Traffic Code is in the best interest of the public and will effectuate its general purpose to preserve and protect the public health, safety and welfare of the citizens of Prowers County, Colorado.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
COMMISSIONERS OF PROWERS COUNTY AS FOLLOWS:**

SECTION 1: ADOPTION

Pursuant to § 42-4-110(1)(b) and § 30-15-401(1)(h), the Board hereby adopts by reference the 2020 Edition of the Model Traffic Code for Colorado, promulgated and published by the Colorado Department of Transportation. The purpose of the Model Traffic Code relates primarily to comprehensive traffic control regulations consistent with Colorado law and generally conforming to similar regulations throughout the state and the nation. The 2020 edition of the Model Traffic Code is adopted as if set out at length.

SECTION 2: ADDITIONS AND MODIFICATIONS

The Model Traffic Code is subject to the following additions or modifications:

- a) Section 1707(3)(a) delete all references to "misdemeanor" or "offense" and insert "infraction".

- b) Section 1707 delete all references to "summons" and "summons and complaint" and insert "Penalty assessment notice" and delete all references to "offense" and insert "infraction".
- c) Section 1710 delete all references to "complaint" and insert "penalty assessment notice".

SECTION 3: PENALTY PROCEDURE AND PENALTIES

The following penalties, herewith set forth in full, shall apply to this Ordinance:

- a) Pursuant to § 30-15-402(1), any person who violates any provision of this Ordinance commits a traffic infraction.
- b) Except may otherwise be provided herein, the penalty assessment procedure provided in C.R.S. 42-4-1702(5)(a) may be followed by the assessing officer for any such violation of this Ordinance. In addition to the penalties prescribed in § 42-4-1701, C.R.S. and in Section 1701 of the 2020 edition of the Model Traffic Code for the traffic infraction violations included within the proscriptions of this Ordinance, persons convicted of a violation of this Ordinance are subject to surcharges as set forth in C.R.S. § 42-4-1701. The fines and the surcharges shall be paid to the Prowers County Treasurer's Office by each defendant. The Treasurer shall transmit the surcharge to the court administrator of the 15th Judicial District for credit to the Victims and Witness Assistance and Law Enforcement fund established pursuant to C.R.S. § 24-4-2-104(D)(b). The court administrator shall transmit the surcharge collected for the Colorado Traumatic Brain Injury Trust Fund, to the State Treasurer as set forth in C.R.S. § 42-4-1701(4)(e)(I), (II) and (III), and in C.R.S. § 30-15-402(3). Further, the surcharge as set forth in C.R.S. § 42-4-1701(4)(a)(VI)(A), for the Family Friendly Court Cash Fund, shall be sent to the State Treasurer. Court costs, if any, shall be paid directly to the Clerk of the Court by each defendant.

- c) From time to time, the Colorado Legislature changes the amount of fines and/or surcharges for traffic infractions. In accordance with future legislative changes to such fines and/or surcharges, the fines and/or surcharges as set forth this Section will change and may be changed accordingly without a new Ordinance having to be passed by the Board or specific amendment of this Ordinance.

- d) Pursuant to Part 17 of the Model Traffic Code, points assessed against a driving privilege, shall be in conformance to the provisions of C.R.S. § 42-2-127, to include reduction in points specified in C.R.S. § 42-2-127(5.5).

SECTION 4: ENFORCEMENT

This Ordinance shall be enforced by the Sheriff, through said Sheriff's Deputies, and/or any peace officer in and for the State of Colorado as described in Section 16-2.5-101, C.R.S., and they shall have authority to order any person to immediately cease any violation of this Ordinance. This authority shall include, but not be limited to, the right to issue a penalty assessment notice and the right to take such person or persons into temporary custody.

SECTION 5: PUBLICATION

The foregoing text is the authentic text of Ordinance No. 2023-2. The first reading of said Ordinance took place on March 7, 2023 at a regular meeting of the Board of County Commissioners. It was published in full in the Lamar Ledger on March 16, 2023. The second reading of this Ordinance took place on April 11, 2023 at a regular meeting of the Board of County Commissioners and was adopted on such date.

SECTION 6: EFFECTIVE DATE AND SAFETY CLAUSE

The Board hereby finds, determines and declares that this Ordinance is necessary for the health, welfare and safety of the citizens of Prowers County, Colorado and, as an “emergency ordinance” shall take effect immediately upon the date of Adoption and shall remain in effect until such time as this Ordinance is amended by the Board, or enforcement is temporarily suspended by the Board, Sheriff or the Sheriff’s designee.

SECTION 7: SEVERABILITY

Should any section, subsection, clause, sentence or phrase of this Ordinance be adjudged by any Court of competent jurisdiction to be invalid, such invalidity shall not affect, impair or invalidate the other provisions of this Ordinance which can be given effect without such invalid provision.

SECTION 8: REPEAL OF CONFLICTING PROVISIONS

All former County ordinances, resolutions, rules or regulations, or parts thereof, in conflict with this Ordinance are hereby repealed.

ADOPTED this 11th day of April, 2023, by the Board of County Commissioners of Prowers County, Colorado.

Ron Cook, Chairman

Wendy Buxton-Andrade, Vice-Chairman

Thomas Grasmick, Commissioner

ATTEST:

Jana Coen, County Clerk

- b) Section 1707 delete all references to "summons" and "summons and complaint" and insert "Penalty assessment notice" and delete all references to "offense" and insert "infraction".
- c) Section 1710 delete all references to "complaint" and insert "penalty assessment notice".

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