

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
DECEMBER 12, 2023**

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

WORK SESSION

- 8:00 a.m. Leslie Mastroianni, Executive Director, Southern Colorado Economic Development District
- Update and Leadership Conversation
- 9:00 a.m. Judy Wittman, Prowers County Treasurer
- Updates and Tax Abatement Report

MEETING AGENDA

- 1:00 p.m. Invocation
- Pledge of Allegiance
- 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 December 5, 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.

Mark Westhoff

- County Administrator Update

Rose Pugliese, Esq.

- County Attorney Update

EXECUTIVE SESSION

- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions.
- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions related to the CIC Contract.

ACTION ITEMS:

1. Consider approval of Colorado Department of Transportation (CDOT) Prowers County Signature Sheet, certifying total mileage as of December 31, 2023.
2. Consider approval of appointing two (2) Members to the Prowers County Lodging Tax Board for positions on the Board to fill remaining terms to expire December 2024 and three (3) positions on the Board to fill a term to expire December 2026.
3. Consider approval of 2024 Ambulance License, Number 2024- 3, and Permit Numbers, 2024-31, 2024-32, 2024-33, 2024-34, 2024-35, and 2024-36 for MedTrans Ambulance Service.
4. Consider ratifying 12-01-2023 email poll approval of General Fund Payroll for CRMC, and A/P presented in the amount of \$5,537.88 with a Certification date of 12-01-23 and authorizing the use of the Commissioner's Signature stamps.
5. Consider approval of Second Amendment to Independent Contractor Agreement (Child Welfare, Adult Protection, Juvenile Delinquency) between David Anderson Law, LLC and Prowers County Department of Human Services from August 1, 2023 through December 31, 2023.
6. Consider approval of Second Amendment to Independent Contractor Agreement (Child Support) between David Anderson Law, LLC and Prowers County Department of Human Services from August 1, 2023 through December 31, 2023.
7. Consider approval of Independent Contractor Agreement (Child Welfare, Adult Protection, Juvenile Delinquency) between David Anderson Law, LLC and Prowers County Department of Human Services from January 1, 2024 through December 31, 2024.
8. Consider approval of Independent Contractor Agreement (Child Support) between David Anderson Law, LLC and Prowers County Department of Human Services from January 1, 2024 through December 31, 2024.
9. Consider approval of Tax Abatement Report for July 1, 2023 through December 1. 2023, request by Prowers County Treasurer, Judy Wittman.
10. Consider approval of a Canon C5840 Copier Lease for the Treasurer and Assessor's Offices. The Lease would be in effect for 60 months, 1/1/2024-12/31/2029.

11. Consider approval of Agreement extension between Prowers County Department of Human Services and Illuminate Colorado for the facilitation of the Circle of Fathers Program from October 1, 2023 through September 30, 2024 with \$8,000 in funding and authorizing Lanie Meyers-Mireles to execute the agreement.
12. Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2024 and ending December 31, 2024 with the following counties: Alamosa, Custer, Eagle, El Paso, Garfield, Huerfano, Jackson, La Plata, Larimer, Montezuma, Saguache, and Sedgwick and authorizing Lanie Meyers-Mireles, Director of Human Services, to execute the MOU's.
13. Consider approval of Colorado Division of Veterans Affairs County Application for Semiannual Payment, SFY 2023-2024 for Prowers County.
14. Consider approval of 2024 Ambulance License, Number 2024- 2, and Permit Numbers, 2024-21 and 2024-22 for Holly Ambulance Service.
15. Consider approval of Purchase of Services Contract between the Board of County Commissioners of Prowers County and Mirage Technologies for IT Services for a term of January 1, 2024 through December 31, 2024.
16. Consider ratifying 12-6-2023 email poll approval of a letter sent to Governor Jared Polis regarding property taxes.
17. Consider approval of Independent Contractor Agreement for County Attorney Services between the Board of County Commissioners of Prowers County and Rose F. Pugliese, LLC for legal services with the County for a term of January 1, 2024 through December 31, 2024.
18. Consider approval of Prowers County Workers' Compensation Designated Medical Provider List and the corresponding employee form to include High Plains Community Health Center, Prowers Medical Center, and Wayne Hudson Integrated Medical Practice, effective January 1, 2024.

PREVIOUSLY TABLED ACTION ITEMS:

1. NONE

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: 12-12-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 11-30-2023

Return Originals to: Jana Coen & Administration Office

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of 2024 Ambulance License, Number 2024- 3, and Permit Numbers, 2024-31, 2024-32, 2024-33, 2024-34, 2024-35, and 2024-36 for MedTrans Ambulance Service.

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):

COUNTY OF PROWERS

AMBULANCE LICENSE

This is to certify that the MedTrans Ambulance Service of Rocky Ford, Colorado has been granted Prowers County Ambulance License Number 2024-3 to operate an ambulance service for the period from January 1, 2024 through December 31, 2024, unless this license is sooner revoked as provided by law.

Issued at Lamar, Colorado this 12th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____

Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

COUNTY OF PROWERS

AMBULANCE PERMIT

This permit expires: December 31, 2024.

Permit No. 2024-31

This is to certify that MedTrans Ambulance Service of Rocky Ford, Colorado has been granted Prowers County Ambulance License Number 2024-3 for the period January 1, 2024 through December 31, 2024, and in compliance with C.R.S. 25-3.5-302 this permit is issued for the following vehicle:

2022 Ford II
VIN # 1FDWE3FN8NDC19509

Issued at Lamar, Colorado this 12th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

COUNTY OF PROWERS

AMBULANCE PERMIT

This permit expires: December 31, 2024.

Permit No. 2024-32

This is to certify that MedTrans Ambulance Service of Rocky Ford, Colorado has been granted Prowers County Ambulance License Number 2024-3 for the period January 1, 2024 through December 31, 2024, and in compliance with C.R.S. 25-3.5-302 this permit is issued for the following vehicle:

2023 Ford II
VIN # 1FDBW2XG9PKA01244

Issued at Lamar, Colorado this 12th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

COUNTY OF PROWERS

AMBULANCE PERMIT

This permit expires: **December 31, 2024.**

Permit No. **2024-33**

This is to certify that **MedTrans Ambulance Service** of Rocky Ford, Colorado has been granted Prowers County Ambulance License Number **2024-3** for the period **January 1, 2024** through **December 31, 2024**, and in compliance with C.R.S. 25-3.5-302 this permit is issued for the following vehicle:

2017 Ford II
VIN # 1FDYR2CM4HKB02562

Issued at Lamar, Colorado this 12th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

COUNTY OF PROWERS

AMBULANCE PERMIT

This permit expires: December 31, 2024.

Permit No. 2024-34

This is to certify that MedTrans Ambulance Service of Rocky Ford, Colorado has been granted Prowers County Ambulance License Number 2024-3 for the period January 1, 2024 through December 31, 2024, and in compliance with C.R.S. 25-3.5-302 this permit is issued for the following vehicle:

2016 Ford II
VIN # 1FDYR2CM2GKB48356

Issued at Lamar, Colorado this 12th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

COUNTY OF PROWERS

AMBULANCE PERMIT

This permit expires: December 31, 2024.

Permit No. 2024-35

This is to certify that MedTrans Ambulance Service of Rocky Ford, Colorado has been granted Prowers County Ambulance License Number 2024-3 for the period January 1, 2024 through December 31, 2024, and in compliance with C.R.S. 25-3.5-302 this permit is issued for the following vehicle:

2014 Ford II
VIN # 1FDYR2CM26GKB45881

Issued at Lamar, Colorado this 12th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

COUNTY OF PROWERS

AMBULANCE PERMIT

This permit expires: **December 31, 2024.**

Permit No. **2024-36**

This is to certify that **MedTrans Ambulance Service** of Rocky Ford, Colorado has been granted Prowers County Ambulance License Number **2024-3** for the period **January 1, 2024** through **December 31, 2024**, and in compliance with C.R.S. 25-3.5-302 this permit is issued for the following vehicle:

2016 Ford II
VIN # 1FDWE3FS8GDC08650

Issued at Lamar, Colorado this 12th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12-12-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 11-30-2023

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of appointing two (2) Members to the Prowers County Lodging Tax Board for positions on the Board to fill remaining terms to expire December 2024 and three (3) positions on the Board to fill a term to expire December 2026.

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 AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12-12-2023

Submitter: Mark Dorenkamp-R&B Supervisor

Submitted to the County Administration Office on: 11-30-2023

Return Originals to: 2

Number of originals to return to Submitter: 1

Contract Due Date: December 31, 2023

Item Title/Recommended Board Action:

Consider approval of Colorado Department of Transportation (CDOT) Prowers County Signature Sheet, certifying total mileage as of December 31, 2023

Justification or Background:

Annual mileage report for Road and Bridge Department.

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):



10/18/2023

Colorado Department of Transportation Prowers Co Signature Sheet FIPS Code : 099

143,370 miles of arterial streets
1142,430 miles of local streets
1285,800 total miles of H.U.T. eligible streets
32,520 miles of non H.U.T. eligible streets - Maintained by others
104,750 miles of non H.U.T. eligible streets - Not maintained

This mileage is the certified total as of December 31, 2023

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

The Colorado Department of Transportation can contact the following person with questions regarding this report:

Commissioner _____ Date _____

Name Mark Borenkamp Phone 719-336-5536

Commissioner _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

We are required to inform you that a penalty of perjury statement is required pursuant to section 18-8-503 C.R.S. 2005, concerning the removal of requirements that certain forms be notarized.

Submit this signed copy with your annual mileage change report to the Colorado Department of Transportation.



COLORADO
Department of Transportation
Division of Transportation Development

2829 W. Howard Place
Denver, CO 80204-2305

October 20, 2023

Dear HUTF Preparer:

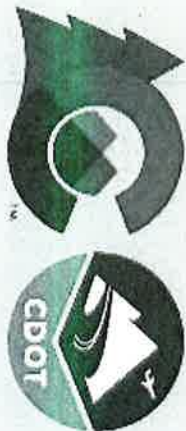
As required by Section 43-2-120 (5) (a-b), C.R.S., each year, each county, town and city must submit to the Colorado Department of Transportation (CDOT), a certification indicating any changes in total mileage, system designation, surface type, and roadway condition data. The data submitted in the annual certification report is forwarded to the State Treasurer and is one of the factors used to allocate and distribute Highway User Tax Funds (HUTF).

A packet of information is enclosed that contains instructions, procedures, definitions, maps and forms necessary for completing the Annual Mileage and Condition Certification. CDOT is requesting that you complete your annual Mileage and Condition Certification report and submit it by **February 1, 2024**. This will allow adequate time for verifying the information and will ensure that all HUTF-eligible mileage is properly identified.

Assistance in completing this report is available and can be obtained by contacting myself at aaron.rhodes@state.co.us (303) 512-4843 or Travis Stieber at travis.stieber@state.co.us (303) 757-9800. Thank you for your cooperation.

Sincerely,

Aaron Rhodes
HUTF Coordinator
Division of Transportation Development
Colorado Department of Transportation
2829 W. Howard Place
Denver, CO 80204



Colorado Department of Transportation Prowers Co Signature Sheet

FIPS Code : 099

10/18/2023

143.370 miles of arterial streets
1142.430 miles of local streets
1285.800 total miles of H.U.T. eligible streets
32.520 miles of non H.U.T. eligible streets - Maintained by others
104.750 miles of non H.U.T. eligible streets - Not maintained

This mileage is the certified total as of December 31, 2023

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

The Colorado Department of Transportation can contact the following person with questions regarding this report:

Commissioner _____ Date _____

Name MARK DORENKAMP Phone 719-336-5536

Commissioner _____ Date _____

Submit this signed copy with your annual mileage change report to the Colorado Department of Transportation.

Commissioner _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

We are required to inform you that a penalty of perjury statement is required pursuant to section 18-8-503 C.R.S. 2005, concerning the removal of requirements that certain forms be notarized.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12-12-2023

Submitter: Paula Gonzales, County Finance Director

Submitted to the County Administration Office on: email poll 12-1-2023

Return Originals to: Jana Coen & Administration Office

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 12-01-2023 email poll approval of General Fund Payroll for CRMC, and A/P presented in the amount of \$5,537.88 with a Certification date of 12-01-23 and authorizing the use of the Commissioner's Signature stamps.

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$5,537.88 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **December 1, 2023**

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 200.00	-	-
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ -	2,041.71	262.36
ROAD & BRIDGE FUND	\$ -	-	-
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ -	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ -	-	-
CRMC FUND	\$ -	2,688.35	345.46
OPC FUND	\$ -	-	-
Totals	\$ 200.00	\$ 4,730.06	\$ 607.82

DATE: December 1, 2023

DATE: December 1, 2023

DATE: December 1, 2023

DATE: December 1, 2023

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	5,537.88
AP + Fringes	\$	807.82
Total Pd Certification - Payroll	\$	807.82
Total Payroll + Fringes	\$	5,337.88

Ending Check No.	70699
Beginning Check No.	70698

$$\frac{1}{2}$$

STATE OF COLORADO }
 } SS:
COUNTY OF PROWERS }

Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01
70698-70699

0010

December 1, 2023

	\$	200.00
Payroll	\$	-
Fringes	\$	-

Total \$ 200.00

ARPA - 02

0018

2023	\$	-
Payroll	\$	-
Fringes	\$	-

Total \$ -

ROAD & BRIDGE FUND - 02

0020

2023	\$	-
Payroll	\$	-
Fringes	\$	-

Total \$ -

FSA (Cafeteria) 552

0552		
2023	\$	-

Total \$ -

Sheriff's Booking Fees

0675		
	\$	-
Payroll	\$	-

Total \$ -

SALES & USE TAX FUND - 03

0900		
2023	\$	-

Total \$ -

CONSERVATION TRUST FUND - 06

0130		
2023	\$	-

Total \$ -

CAPITAL FUND - 07

0100		
2023	\$	-

Total \$ -

OTHER AGENCIES FUND- 08

2023	\$	-

Total \$ -

LODGING TAX - 09

0014		
2023	\$	-
	\$	-
Payroll	\$	-
Fringes	\$	-

Total \$ -

PUBLIC HEALTH AGENCY - 11

0676		
2023	\$	-
	\$	-
Payroll	\$	2,041.71
Fringes	\$	262.36

Total \$ 2,304.07

CRMC

0016		
2023	\$	-
	\$	-
Payroll	\$	2,688.35
Fringes	\$	345.46

Total \$ 3,033.81

PC

0017		
2023	\$	-
	\$	-
Payroll	\$	-
Fringes	\$	-

Total \$ -


Paula Gonzales, Finance Director

GRAND TOTAL \$ 5,537.88

AP Check Register (APLT43)

Prowers County

Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No: 2 Account: 10225				
70698	12/1/2023	382	Frontier Bank	\$1,012.34
70699	12/1/2023	468	Holly Fire & Ambulance	\$200.00
Bank Account Totals:				\$1,212.34
Total Of Checks:				\$1,212.34

AP Payment Register (APLT40g)

Prowers County

Vendor Name		Invoice #	Invoice Date	Due Date	Check Date	Check #	Direct Deposit #	Wire?	Amount
Invoice Description									
Bank: 2 Frontier Bank			Account: 10225						
Fund: 001	County General Fund								
Dept: 00	NonDepartmental								
Account: 00100215000 - Fed W/H									
Frontier Bank			12/1/2023	12/1/2023	12/1/2023	70698	No	No	\$149.64
PR-121202313112									
Account: 00100215100 - FICA W/H									
Automatic Invoice From Payroll									
Frontier Bank			12/1/2023	12/1/2023	12/1/2023	70698	No	No	\$293.27
PR-121202313112									
Account: 00100215200 - State W/H									
Automatic Invoice From Payroll									
Frontier Bank			12/1/2023	12/1/2023	12/1/2023	70698	No	No	\$68.58
PR-121202313112									
Account: 00100215300 - CCOERA									
Automatic Invoice From Payroll									
Frontier Bank			12/1/2023	12/1/2023	12/1/2023	70698	No	No	\$139.00
PR-121202313112									
Account: 00100215300 - CCOERA									
Automatic Invoice From Payroll									
Frontier Bank			12/1/2023	12/1/2023	12/1/2023	70698	No	Yes	\$236.51
PR-121202313111									
Subtotal for Department: 00 :									
CCOERA			12/1/2023	12/1/2023	12/1/2023	70698	No		\$887.00
Automatic Invoice From Payroll									
Frontier Bank			12/1/2023	12/1/2023	12/1/2023	70698	No		\$887.00
PR-121202313111									
Subtotal for Fund: 001 :									
Public Health Agency Fund									
Fund: 011	Nurse Family Partnership								
Dept: 35	Nurse Family Partnership								
Account: 01135299999 - EMPLOYEE BENEFITS									
Frontier Bank			12/1/2023	12/1/2023	12/1/2023	70698	No	No	\$126.59
PR-121202313112									
Automatic Invoice From Payroll									

AP Payment Register (APLT40g)

Prowers County

Vendor Name Invoice #	Invoice Date Invoice Description	Due Date	Check Date	Check #	Direct Deposit #	Wire?	Amount
Frontier Bank PR-121202313112 CCOERA	12/1/2023 Automatic Invoice From Payroll 12/1/2023 Automatic Invoice From Payroll	12/1/2023 12/1/2023 12/1/2023	12/1/2023 12/1/2023 12/1/2023	70698	No No No	No Yes	\$29.60 \$102.09
Subtotal for Department: 35 :							\$258.28
Subtotal for Fund: 011 :							\$258.28
Fund: 013 Consolidated Return Mail C							
Dept: 46 CRMC							
Account: 01346299999 - EMPLOYEE BENEFITS							
Frontier Bank PR-121202313112 Frontier Bank	12/1/2023 Automatic Invoice From Payroll 12/1/2023	12/1/2023 12/1/2023 12/1/2023	12/1/2023 12/1/2023 12/1/2023	70698	No No No	No	\$166.68 \$38.98
PR-121202313112 CCOERA	Automatic Invoice From Payroll 12/1/2023	12/1/2023	12/1/2023		No	Yes	\$134.42
Subtotal for Department: 46 :							\$340.08
Subtotal for Fund: 013 :							\$340.08
Total for Bank 2 Account 10225:							\$1,485.36
***** Total Invoices Paid:							\$1,485.36

AP Payment Register (APLT40g)

Prowers County

Vendor Name Invoice #	Invoice Date Invoice Description	Due Date	Check Date	Check #	Direct Deposit #	Wire?	Amount
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Total of Checks:	\$1,012.34
Total of Wires:	\$473.02
Total of Direct Deposits:	\$0.00
Grand Total Paid:	\$1,485.36

Approved by-----

Approved on Date:

AP Detail Check Register (APLT43a)

Powers County

Check No	Check Date	Vendor No	Vendor	Bank No:	2	Bank Account No:	10225	Check Amount
70698	12/1/2023	382	Frontier Bank					\$1,012.34
Invoice: PR-12/1202313112 Automatic Invoice From Payroll								
Ledger:	00100215000		Fed W/H			\$149.64	Automatic Invoice From Payroll	\$1,012.34
Ledger:	00100215100		FICA W/H			\$293.27	Automatic Invoice From Payroll	
Ledger:	00100215100		FICA W/H			\$68.58	Automatic Invoice From Payroll	
Ledger:	00100215200		State W/H			\$139.00	Automatic Invoice From Payroll	
Ledger:	01135299999		EMPLOYEE BENEFITS			\$126.59	Automatic Invoice From Payroll	
Ledger:	01135299999		EMPLOYEE BENEFITS			\$29.60	Automatic Invoice From Payroll	
Ledger:	01346299999		EMPLOYEE BENEFITS			\$166.68	Automatic Invoice From Payroll	
Ledger:	01346299999		EMPLOYEE BENEFITS			\$38.98	Automatic Invoice From Payroll	

Total Of Checks: \$1,012.34 Approved on (Date)

Approved by:

Pro Forma - Cash Requirement Summary Check Date: 12/1/2023 Prowers County

Fund	Cash Account	Cash Balance	Checks Pending	Cash Available
001	County General Fund	\$391,954.51	(\$887.00)	\$392,841.51
011	Public Health Agency Fund	\$1,241,033.73	\$2,041.71	\$1,238,992.02
013	Consolidated Return Mail Cntr.	\$29,038.74	\$2,688.35	\$26,350.39
Grand Totals :		\$1,662,026.98	\$3,843.06	\$1,658,183.92

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Bank No:	2	Bank Account No:	10225	Check Amount
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70698	12/1/2023	382	Frontier Bank					\$1,012.34
Invoice: PR-121202313112 Automatic Invoice From Payroll								
Ledger:	00100215000		Fed W/H			\$149.64	Automatic Invoice From Payroll	\$1,012.34
Ledger:	00100215100		FICA W/H			\$293.27	Automatic Invoice From Payroll	
Ledger:	00100215100		FICA W/H			\$68.58	Automatic Invoice From Payroll	
Ledger:	00100215200		State W/H			\$139.00	Automatic Invoice From Payroll	
Ledger:	01135299999		EMPLOYEE BENEFITS			\$126.59	Automatic Invoice From Payroll	
Ledger:	01135299999		EMPLOYEE BENEFITS			\$29.60	Automatic Invoice From Payroll	
Ledger:	01346299999		EMPLOYEE BENEFITS			\$166.68	Automatic Invoice From Payroll	
Ledger:	01346299999		EMPLOYEE BENEFITS			\$38.98	Automatic Invoice From Payroll	
70699	12/1/2023	468	Holly Fire & Ambulance					\$200.00
Invoice: 12012023 Tony S Garcia Memorial								
Ledger:	00102421710		Miscellaneous - Additiona			\$200.00	Tony S Garcia Memorial	

Total Of Checks: \$1,212.34 Approved on (Date)

Approved by:

AP Payables Cash Account Activity Report

Prowers County

Fund

001 - County General Fund

Date	Year	Fiscal Period	Ledger Account		Debits	Credits
12/1/2023	2023	12	001-00-110100	Cash Account	0	1087
				Total for Fund:	\$0.00	\$1,087.00

011 - Public Health Agency Fund

Date	Year	Fiscal Period	Ledger Account		Debits	Credits
12/1/2023	2023	12	011-00-110100	Cash Account	0	258.28
				Total for Fund:	\$0.00	\$258.28

013 - Consolidated Return Mail Cntr.

Date	Year	Fiscal Period	Ledger Account		Debits	Credits
12/1/2023	2023	12	013-00-110100	Cash Account	0	340.08
				Total for Fund:	\$0.00	\$340.08
				Total for Report:	\$0.00	\$1,685.36

Accounts Payable Accounting By Vendor

Prowers County

Vendor		Vendor ID				
Date	Ledger	Check No	Reference	Debits	Credits	Encumbr
CCOERA						
249						
12/1/2023	00100110100	WIRE	AP, Automatic Invoic		\$236.51	
12/1/2023	00100215300	0	AP, Automatic Invoic	\$0.00	\$0.00	
12/1/2023	00100220000	0	AP, Automatic Invoic	\$236.51	\$236.51	
12/1/2023	00100220000	WIRE	AP, Automatic Invoic	\$0.00	\$0.00	
12/1/2023	01100110100	WIRE	AP, Automatic Invoic	\$236.51	\$0.00	
12/1/2023	01100220000	0	AP, Automatic Invoic	\$0.00	\$102.09	
12/1/2023	01100220000	0	AP, Automatic Invoic	\$0.00	\$102.09	
12/1/2023	01100220000	WIRE	AP, Automatic Invoic	\$102.09	\$0.00	
12/1/2023	01135299999	0	AP, Automatic Invoic	\$102.09	\$0.00	
12/1/2023	01300110100	WIRE	AP, Automatic Invoic	\$0.00	\$134.42	
12/1/2023	01300220000	WIRE	AP, Automatic Invoic	\$0.00	\$0.00	
12/1/2023	01300220000	0	AP, Automatic Invoic	\$134.42	\$0.00	
12/1/2023	01300220000	0	AP, Automatic Invoic	\$0.00	\$134.42	
12/1/2023	01346299999	0	AP, Automatic Invoic	\$134.42	\$0.00	
Vendor Total:				\$946.04	\$946.04	
Frontier Bank						
382						
12/1/2023	00100110100	70698	AP, Automatic Invoic	\$0.00	\$68.58	
12/1/2023	00100110100	70698	AP, Automatic Invoic	\$0.00	\$293.27	
12/1/2023	00100110100	70698	AP, Automatic Invoic	\$0.00	\$139.00	
12/1/2023	00100110100	70698	AP, Automatic Invoic	\$0.00	\$149.64	
12/1/2023	00100215000	0	AP, Automatic Invoic	\$149.64	\$0.00	
12/1/2023	00100215100	0	AP, Automatic Invoic	\$68.58	\$0.00	
12/1/2023	00100215100	0	AP, Automatic Invoic	\$293.27	\$0.00	
12/1/2023	00100215200	0	AP, Automatic Invoic	\$139.00	\$0.00	
12/1/2023	00100220000	0	AP, Automatic Invoic	\$0.00	\$139.00	
12/1/2023	00100220000	70698	AP, Automatic Invoic	\$293.27	\$0.00	
12/1/2023	00100220000	70698	AP, Automatic Invoic	\$139.00	\$0.00	
12/1/2023	00100220000	70698	AP, Automatic Invoic	\$149.64	\$0.00	
12/1/2023	00100220000	70698	AP, Automatic Invoic	\$68.58	\$0.00	
12/1/2023	00100220000	0	AP, Automatic Invoic	\$0.00	\$293.27	
12/1/2023	00100220000	0	AP, Automatic Invoic	\$0.00	\$149.64	
12/1/2023	00100220000	0	AP, Automatic Invoic	\$0.00	\$68.58	
12/1/2023	00100220000	70698	AP, Automatic Invoic	\$0.00	\$126.59	
12/1/2023	01100110100	70698	AP, Automatic Invoic	\$0.00	\$29.60	
12/1/2023	01100110100	70698	AP, Automatic Invoic	\$0.00	\$29.60	
12/1/2023	01100220000	0	AP, Automatic Invoic	\$0.00	\$29.60	
12/1/2023	01100220000	0	AP, Automatic Invoic	\$0.00	\$126.59	
12/1/2023	01100220000	70698	AP, Automatic Invoic	\$126.59	\$0.00	

Accounts Payable Accounting By Vendor

Prowers County

Vendor		Vendor ID	
Date	Ledger	Check No	Reference

Debits

Credits

Encumbr

12/1/2023	01100220000	70698	AP, Automatic Invoice	\$29.60	\$0.00	
12/1/2023	01135299999	0	AP, Automatic Invoice	\$126.59	\$0.00	
12/1/2023	01135299999	0	AP, Automatic Invoice	\$29.60	\$0.00	
12/1/2023	01300110100	70698	AP, Automatic Invoice	\$0.00	\$38.98	
12/1/2023	01300110100	70698	AP, Automatic Invoice	\$0.00	\$166.68	
12/1/2023	01300220000	70698	AP, Automatic Invoice	\$38.98	\$0.00	
12/1/2023	01300220000	70698	AP, Automatic Invoice	\$166.68	\$0.00	
12/1/2023	01300220000	0	AP, Automatic Invoice	\$0.00	\$166.68	
12/1/2023	01300220000	0	AP, Automatic Invoice	\$0.00	\$38.98	
12/1/2023	01346299999	0	AP, Automatic Invoice	\$38.98	\$0.00	
12/1/2023	01346299999	0	AP, Automatic Invoice	\$166.68	\$0.00	

Vendor Total: \$2,024.68 \$2,024.68

Holly Fire & Ambulance 468

12/1/2023	00100110100	70699	AP, Tony S Garcia Me	\$0.00	\$200.00	
12/1/2023	00100220000	70699	AP, Tony S Garcia Me	\$200.00	\$0.00	
12/1/2023	00100220000	0	AP, Tony S Garcia Me	\$0.00	\$200.00	
12/1/2023	00102421710	0	AP, Tony S Garcia Me	\$200.00	\$0.00	

Vendor Total: \$400.00 \$400.00

Grand Total: \$3,370.72 \$3,370.72

Invoice Initial Approval

Prowers County

Batch ID: 101.12.2023b

Batch Post-On Date: 12/1/2023

Status Invoice	Vendor Name	Invoice Date	Due Date	Invoice Amount	Approved Amount	Wire?	Approved?
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O 12012023	Holly Fire & Ambulance	12/11/2023	12/11/2023	\$200.00	\$200.00	<input type="checkbox"/>	<input type="checkbox"/>
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Tony S Garcia Memorial

Entered By: pgonzales

GL Account **Distribution Description**

Bank: 2 10225

GL Amount

001-02-421710 Tony S Garcia Memorial

\$200.00

\$200.00

Invoice GL Total:

Grand Total - Invoices: \$200.00 \$200.00

Fund	Fund Name	Fund Total
001	County General Fund	\$200.00

\$200.00

Total All Funds:

Payroll Date: 12/1/2023

Payroll Calculation Totals

Prowers County

First Check Number:	0	First DirDep Number:	36433	Male Employees Paid:	0	Total Employees Not Paid:	570
Last Check Number:	0	Last DirDep Number:	36434	Female Employees Paid:	2	Total Employees:	572
				Total Employees Paid	2		

Gross Amounts

Gross Amount:	\$4,730.06	Federal Gross:	\$4,493.55	Retirement Gross:	\$4,730.06
Net Amount:	\$3,843.06	Fica Gross:	\$4,730.06		
		Med Gross:	\$4,730.06		
Unemployment Gross	\$4,730.06	State Gross:	\$4,493.55		
		Local Gross:	\$4,730.06		

Employee Incomes

12	Hourly Wage	\$4,730.06
	Total:	\$4,730.06

Employee Deductions

FED	Federal Withholding Ta	\$149.64
FICA	FICA Employee Portion	\$293.27
MED	Medicare Employee Po	\$68.58
RETIR	Retirement	\$236.51
STATE	State Income Tax	\$139.00
	Total:	\$887.00

Employer Contributions

FICA	Employer - Social Secu	\$293.27
MED	Employer - Medicare T	\$68.58
RETIR	Retirement ER	\$236.51
SUTA	State Unemployment T	\$9.46
	Total:	\$607.82

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12/12/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 11/30/23

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: December 31, 2023

Item Title/Recommended Board Action:

Consider approval of Second Amendment to Independent Contractor Agreement (Child Welfare, Adult Protection, Juvenile Delinquency) between David Anderson Law, LLC and Prowers County Department of Human Services from August 1, 2023 through December 31, 2023.

Consider approval of Second Amendment to Independent Contractor Agreement (Child Support) between David Anderson Law, LLC and Prowers County Department of Human Services from August 1, 2023 through December 31, 2023.

Consider approval of Independent Contractor Agreement (Child Welfare, Adult Protection, Juvenile Delinquency) between David Anderson Law, LLC and Prowers County Department of Human Services from January 1, 2024 through December 31, 2024.

Consider approval of Independent Contractor Agreement (Child Support) between David Anderson Law, LLC and Prowers County Department of Human Services from January 1, 2024 through December 31, 2024.

Justification or Background:

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

County:

Federal:

State:

Other:

Approved by the County Attorney on:

SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
(Child Welfare, Adult Protection, Juvenile Delinquency)

THIS SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (Child Welfare, Adult Protection, Juvenile Delinquency) ("Second Amendment") is effective beginning the 1st day of March, 2023 and is by and between the Board of County Commissioners of Prowers County ("County"), and David Anderson Law, LLC, FIEN #88-2895922, 355 Eastman Park Drive, Ste. 200, Windsor, CO 80550 ("Contractor").

WHEREAS, County and Contractor are parties to the certain Independent Contractor Agreement (Child Support), dated the 1st day of August, 2022, and that certain Amendment to Independent Contractor Agreement dated the 1st day of March, 2023 (collectively the "Agreement") and the parties now desire to amend the Agreement as set forth in the Second Amendment.

Accordingly, the parties now hereby agree as follows:

1. Modification of Term. Section 5 of the Agreement is hereby amended so that the term runs through December 31, 2023.
2. Miscellaneous. Except as amended by the Second Amendment, the terms and provisions of the Agreement shall remain unmodified and shall continue in full force and effect, and County and Independent Contractor hereby ratify and affirm all their respective rights and obligations under the Agreement. In the event of any conflict between the Second Amendment and the Agreement, this Second Amendment shall govern. The terms and provisions of the Second Amendment, together with the Agreement shall constitute all the terms and provisions to which County and Independent Contractor have agreed with respect to the subject thereof, and there are no other terms and provisions, oral or written, that apply to the Agreement other than as set forth herein and in the Agreement.

Executed and Effective on the date first indicated above.

CONTRACTOR

Contractor FEIN #88-2895922

DAVID ANDERSON LAW, LLC

By: 

David Anderson, Owner
355 Eastman Park Drive, Ste. 200
Windsor, CO 80550

BOARD OF COUNTY COMMISSIONERS
OF PROWERS COUNTY

DEPARTMENT OF HUMAN
SERVICES OF PROWERS COUNTY

By: _____
CHAIRMAN

By: _____
DIRECTOR

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12/12/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 11/30/23

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: December 31, 2023

Item Title/Recommended Board Action:

Consider approval of Second Amendment to Independent Contractor Agreement (Child Welfare, Adult Protection, Juvenile Delinquency) between David Anderson Law, LLC and Prowers County Department of Human Services from August 1, 2023 through December 31, 2023.

Consider approval of Second Amendment to Independent Contractor Agreement (Child Support) between David Anderson Law, LLC and Prowers County Department of Human Services from August 1, 2023 through December 31, 2023.

Consider approval of Independent Contractor Agreement (Child Welfare, Adult Protection, Juvenile Delinquency) between David Anderson Law, LLC and Prowers County Department of Human Services from January 1, 2024 through December 31, 2024.

Consider approval of Independent Contractor Agreement (Child Support) between David Anderson Law, LLC and Prowers County Department of Human Services from January 1, 2024 through December 31, 2024.

Justification or Background:

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

County:

Federal:

State:

Other:

Approved by the County Attorney on:

SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
(Child Support)

THIS SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (Child Support) ("Second Amendment") is effective beginning the 1st day of August 2023, and is by and between the Board of County Commissioners of Prowers County ("County"), and David Anderson Law, LLC, FIEN #88-2895922, 355 Eastman Park Drive, Ste. 200, Windsor, CO 80550 ("Contractor").

WHEREAS, County and Contractor are parties to the certain Independent Contractor Agreement (Child Support), dated the 1st day of August, 2022, and that certain Amendment to Independent Contractor Agreement dated the 1st day of March, 2023 (collectively the "Agreement") and the parties now desire to amend the Agreement as set forth in the Second Amendment.


Accordingly, the parties now hereby agree as follows:

1. Modification of Term. Section 5 of the Agreement is hereby amended so that the term runs through December 31, 2023.
2. Miscellaneous. Except as amended by the Second Amendment, the terms and provisions of the Agreement shall remain unmodified and shall continue in full force and effect, and County and Independent Contractor hereby ratify and affirm all their respective rights and obligations under the Agreement. In the event of any conflict between the Second Amendment and the Agreement, this Second Amendment shall govern. The terms and provisions of the Second Amendment, together with the Agreement shall constitute all the terms and provisions to which County and Independent Contractor have agreed with respect to the subject thereof, and there are no other terms and provisions, oral or written, that apply to the Agreement other than as set forth herein and in the Agreement.

Executed and Effective on the date first indicated above.

CONTRACTOR
DAVID ANDERSON LAW, LLC

Contractor FEIN #88-2895922

By: 
David Anderson, Owner
355 Eastman Park Drive, Ste. 200
Windsor, CO 80550

BOARD OF COUNTY COMMISSIONERS
OF PROWERS COUNTY

DEPARTMENT OF HUMAN
SERVICES OF PROWERS COUNTY

By: _____
CHAIRMAN

By: _____
DIRECTOR

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12/12/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 11/30/23

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: December 31, 2023

Item Title/Recommended Board Action:

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Consider approval of Independent Contractor Agreement (Child Support) between David Anderson Law, LLC and Prowers County Department of Human Services from January 1, 2024 through December 31, 2024.

Justification or Background:

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

County:

Federal:

State:

Other:

Approved by the County Attorney on:

INDEPENDENT CONTRACTOR AGREEMENT
(Child Welfare, Adult Protection, Juvenile Delinquency)

THIS AGREEMENT is effective beginning the 1st day of January, 2024 and is by and between the Board of County Commissioners of Prowers County ("County"), and David Anderson Law, LLC, FIEN #88-2895922, 355 Eastman Park Drive, Ste. 200, Windsor, CO 80550 ("Contractor").

WHEREAS, County desires to contract with Contractor to perform legal services and the Special County Attorney for the Department of Human Services ("Department") in accordance with the terms of this Agreement; and

WHEREAS, Contractor desires to perform legal services as the Special County Attorney for the Department on an independent contractor basis as set forth in this Agreement,

NOW THEREFORE, in consideration of the mutual promises made herein, the County and the Contractor agree as follows:

- I. Services: Contractor agrees to perform the following services: Such legal matters, including court appearances, as the Department may from time to time direct.
 - a. Contractor represents and acknowledges that the services performed under this Agreement will be done using Contractor's own equipment and at hours and times as determined by Contractor. Contractor is engaged in providing these types of services for person or entities other than the County, and Contractor is not required to provide services exclusively to the County during the term of this Agreement.
 - b. Contractor will use its best efforts to avoid conflicts of interest. If Contractor has represented any client of the Department within two years previous to a Department action, Contractor will inform the Department so the Department can make alternative arrangements for legal representation of the Department's interests.
 - c. Contractor will use its best efforts to submit proposed orders to the Courts within seven (7) days of any hearings or trials.
 - d. Contractor will work cooperatively with the Courts, Administrative Review Division of the State Department of Human Services, and Department to ensure compliance with local, state, and federal regulations, policies, and statutes, including specifically, Title IV-E of the Social Security Act.
 - e. Contractor will maintain files which shall be considered the property of the Department. The Department may review these files at any time and, in the event this Agreement is terminated, Contractor will release the files to the Department in good order.
 - f. A representative of Contractor will meet face-to-face, by telephone or via video conference with child welfare staff of the Department prior to court hearings that may

require testimony, that are contested, or that have other legal issues which warrant prior consultation with the Department. Contractor will review Department court reports, memoranda to the Court and other legal documents prior to the hearings and, upon request by the Department, prior to their submission to the Court or parties.

2. Compensation: The County shall pay the Contractor as follows:

- a. A flat attorney fee at the rate of \$8,100.00 per month to perform legal services for the Prowers County Department of Human Services related to child welfare matters, adult protection matters, and juvenile delinquency matters, and to provide general legal services to the Director of the Prowers County Department of Human Services.
- b. In addition to the flat attorney fee, \$165.00 per hour for attorney time and \$65.00 per hour for legal assistant/secretary time for any work performed in connection with a contested adjudication, termination or allocation of parental responsibilities trial/hearing with a cap of \$9,000.00 per trial/hearing.
- c. In addition to the flat attorney fee, \$165.00 per hour for attorney time and \$65.00 per hour for legal assistant/secretary time for any work performed in connection with an appeal to the Colorado Court of Appeals, with a cap of \$5,000.00 per appeal to the Colorado Court of Appeals.
- d. In addition to the flat attorney fee, \$165.00 per hour for attorney time and \$65.00 per hour for legal assistant/secretary time for any work performed in connection with an appeal to the Colorado Supreme Court, with a cap of \$5,000.00 per appeal to the Colorado Supreme Court.
- e. Items not included in the flat attorney fee or hourly rates for which the Department will be responsible for payment or reimbursement include the cost of items such as:
 - i) Mileage to any courts, Department offices, or other travel incurred on Department business will be reimbursed at the Colorado state mileage reimbursement rate as set by the Colorado Office of the State Controller.
 - ii) Photocopies billed at \$.05 per copy.
 - iii) Postage costs actually incurred.
 - iv) All expenses of the legal services, including by way of example and not limitation:
 - A. Court filing fees, if applicable
 - B. Fees charged for the Colorado E-Filing System
 - C. Service of Process fees
 - D. Witness fees and mileage expense of witnesses;

E. Any other expense would require prior approval of the Department Director for reimbursement.

3. Court Appearances: Contractor's office is located more than 230 miles from Prowers County. The parties agree that Contractor may appear at routine hearings, including most regularly scheduled dockets by teleconference, subject to the approval of the Court. The Contractor agrees to appear personally at contested adjudication, termination or allocation of parental responsibilities trials/hearings. The Parties agree to discuss in advance when personal appearances may be necessary.
4. Contingent: This contract is subject to and contingent upon the continuing availability of budgeted agency funds and the continuing availability of state and federal funds for the purposes of hereof.
5. Term: The term of this Agreement shall be for twelve (12) months beginning January 1, 2024 and through December 31, 2024.
6. Termination: Either party may terminate this Agreement with thirty (30) days prior written notice to the other party.
7. Relationship: The parties understand and agree that Contractor is an independent contractor and the Contractor is not an employee of the County, nor is Contractor entitled to County employment benefits.
8. CONTRACTOR UNDERSTANDS AND AGREES THAT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.
9. Work Product: Any data, reports, documents, or information provided by the County to the Contractor during the performance of services under this Agreement and any reports or other writings required under the services of this Agreement shall be and remain the sole property of the County at all times.
10. Indemnification and Insurance: Contractor shall indemnify and hold harmless the County from and against all claims, damages, loses, and expenses arising out of or resulting from acts or omissions of the Contractor in the performance of the services by Contractor. During the term of the Agreement Contractor shall maintain personal professional liability insurance with at least \$1,000,000.00 coverage per event.
11. Constitutional Prohibition: No official or employee of Prowers County shall directly or indirectly be paid any share or part of this Agreement or any benefit that may arise therefrom in violation of Article 29 of the Colorado Constitution. The Contractor warrants that it has not retained any company or person (other than a bona fide employee working solely for Contractor) to solicit or secure this Agreement, and that Contractor has not paid or agreed to

pay any company or person, (except for a bona fide employee working solely for Contractor) any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to Contractor.

12. Civil Rights Compliance: Contractor certifies that it is in compliance with State and Federal statutes regarding Civil Rights.
13. Third Parties: This Agreement does not and shall not be deemed to confer upon any third party any rights to claim damages or bring suit, or other proceeding against either the County or Contractor because of any term contained in this Agreement.
14. Assignment: This Agreement does not and shall not be deemed to confer upon any third party any rights to claim damages or bring suit, or other proceeding against either the County or Contractor because of any term contained in this Agreement.
15. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties and supersedes and prior agreement or understanding relating to the subject matter of this Agreement.
16. Modification: This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

CONTRACTOR
DAVID ANDERSON LAW, LLC

Contractor FEIN #88-2895922

By: _____
David Anderson, Owner
355 Eastman Park Drive, Ste. 200
Windsor, CO 80550

BOARD OF COUNTY COMMISSIONERS
OF PROWERS COUNTY

DEPARTMENT OF HUMAN
SERVICES OF PROWERS COUNTY

By: _____
CHAIRMAN

By: _____
DIRECTOR

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12/12/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 11/30/23

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: December 31, 2023

Item Title/Recommended Board Action:

Consider approval of Second Amendment to Independent Contractor Agreement (Child Welfare, Adult Protection, Juvenile Delinquency) between David Anderson Law, LLC and Prowers County Department of Human Services from August 1, 2023 through December 31, 2023.

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Consider approval of Independent Contractor Agreement (Child Support) between David Anderson Law, LLC and Prowers County Department of Human Services from January 1, 2024 through December 31, 2024.

Justification or Background:

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

County:

Federal:

State:

Other:

Approved by the County Attorney on:

INDEPENDENT CONTRACTOR AGREEMENT
(Child Support)

THIS AGREEMENT is effective beginning the 1st day of January, 2024, and is by and between the Board of County Commissioners of Prowers County ("County"), and David Anderson Law, LLC, FIEN #88-2895922, 355 Eastman Park Drive, Ste. 200, Windsor, CO 80550 ("Contractor").

WHEREAS, County desires to contract with Contractor to perform legal services as the Special County Attorney for the Department of Human Services ("Department") in accordance with the terms of this Agreement; and

WHEREAS, Contractor desires to perform legal services as the Special County Attorney for the Department of Human Services on an independent contractor basis as set forth in this Agreement,

NOW THEREFORE, in consideration of the mutual promises made herein, the County and the Contractor agree as follows:

1. Services: Contractor agrees to perform the following services: Such legal matters, including court appearances, as the Department may from time to time direct.
 - a. Contractor represents and acknowledges that the services performed under this Agreement will be done using Contractor's own equipment and at hours and times as determined by Contractor. Contractor is engaged in provided these types of services for persons or entities other than the County, and Contractor is not required to provide services exclusively to the County during the term of this Agreement.
 - b. Contractor will use its best efforts to avoid conflicts of interest. If Contractor has represented any client of the Department within two years previous to a Department action, Contractor will inform the Department so the Department can make alternative arrangements for legal representation of the Department's interests.
 - c. Contractor will use its best efforts to review and return proposed orders within seven (7) days of receiving them from the County.
 - d. Contractor will work cooperatively with the Courts, Administrative Review Division of the State Department of Human Services, and Department to ensure compliance with local, state, and federal regulations, policies, and statutes.
 - e. Contractor will maintain files which shall be considered the property of the Department. The Department may review these files at any time and, in the event this Agreement is terminated, Contractor will release the files to the Department in good order.
 - f. A representative of Contractor will meet face-to-face, by telephone or via video conference with staff of the Department prior to court hearings that may require testimony, that are contested, or that have other legal issues which warrant prior consultation with the Department. Contractor will review Department court reports,

memoranda to the Court and other legal documents prior to the hearings and, upon request by the Department, prior to their submission to the Court or parties.

2. Compensation: The County shall pay the Contractor as follows:
 - a. A flat attorney fee at the rate of \$3,800.00 per month to perform legal services for the Prowers County Department of Human Services related to child support matters and to provide general legal services to the Director of the Prowers County Department of Human Services.
 - b. Items not included in the flat attorney fee or hourly rates for which the Department will be responsible for payment or reimbursement include the cost of items such as:
 - i) Mileage to any courts, Department offices, or other travel incurred on Department business will be reimbursed at the Colorado state mileage reimbursement rate as set by the Colorado Office of the State Controller.
 - ii) Photocopies billed at \$.05 per copy.
 - iii) Postage costs actually incurred.
 - iv) All expenses of the legal services, including by way of example and not limitation:
 - A. Court filing fees, if applicable
 - B. Fees charged for the Colorado E-Filing System
 - C. Service of Process fees
 - D. Witness fees and mileage expense of witnesses;
 - E. Any other expense would require prior approval of the Department Director for reimbursement.
3. Court Appearances: Contractor's office is located more than 230 miles from Prowers County. The parties agree that Contractor may appear at routine hearings, including most regularly scheduled dockets by teleconference, subject to the approval of the Court. The Parties agree to discuss in advance when personal appearances may be necessary.
4. Contingent: This contract is subject to and contingent upon the continuing availability of budgeted agency funds and the continuing availability of state and federal funds for the purposes of hereof.
5. Term: The term of this Agreement shall be for twelve (12) months beginning January 1, 2024 and through December 31, 2024.
6. Termination: Either party may terminate this Agreement with thirty (30) days prior written notice to the other party.

7. Relationship: The parties understand and agree that Contractor is an independent contractor and the Contractor is not an employee of the County, nor is Contractor entitled to County employment benefits.
8. CONTRACTOR UNDERSTANDS AND AGREES THAT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.
9. Work Product: Any data, reports, documents, or information provided by the County to the Contractor during the performance of services under this Agreement and any reports or other writings required under the services of this Agreement shall be and remain the sole property of the County at all times.
10. Indemnification and Insurance: Contractor shall indemnify and hold harmless the County from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the Contractor in the performance of the services by Contractor. During the term of the Agreement Contractor shall maintain personal professional liability insurance with at least \$1,000,000.00 coverage per event.
11. Constitutional Prohibition: No official or employee of Prowers County shall directly or indirectly be paid any share or part of this Agreement or any benefit that may arise therefrom in violation of Article 29 of the Colorado Constitution. The Contractor warrants that it has not retained any company or person (other than a bona fide employee working solely for Contractor) to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, (except for a bona fide employee working solely for Contractor) any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to Contractor.
12. Civil Rights Compliance: Contractor certifies that it is in compliance with State and Federal statutes regarding Civil Rights.
13. Third Parties: This Agreement does not and shall not be deemed to confer upon any third party any rights to claim damages or bring suit, or other proceeding against either the County or Contractor because of any term contained in this Agreement.
14. Assignment: This Agreement does not and shall not be deemed to confer upon any third party any rights to claim damages or bring suit, or other proceeding against either the County or Contractor because of any term contained in this Agreement.
15. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties and supersedes and prior agreement or understanding relating to the subject matter of this Agreement.

16. Modification: This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

CONTRACTOR
DAVID ANDERSON LAW, LLC

Contractor FEIN #88-2895922

By: _____
David Anderson, Owner
355 Eastman Park Drive, Ste. 200
Windsor, CO 80550

BOARD OF COUNTY COMMISSIONERS
OF PROWERS COUNTY

DEPARTMENT OF HUMAN
SERVICES OF PROWERS COUNTY

By: _____
CHAIRMAN

By: _____
DIRECTOR

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12/12/2023

Submitter: Judy Wittman

Submitted to the County Administration Office on: 12/4/2023

Return Originals to: Judy Wittman

Number of originals to return to Submitter: 2

Contract Due Date: 12/31/2023

Item Title/Recommended Board Action:

Consider Approval of Tax Abatement Report for July 1, 2023 through December 1, 2023, request by Prowers County Treasurer, Judy Wittman.

Justification or Background: §39-10-114 C.R.S., if taxes have been levied erroneously or illegally, whether due to erroneous valuation for assessment, irregularity in levying, clerical error, or overvaluation, the treasurer shall report the amount thereof to the county commissioners, which shall proceed to abate such taxes in the manner provided by law.

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!

TAX ABATEMENT REQUEST Year 2023-24

39-10-114

Schedule	Name	Abatement Amount	Cancelled Taxes	Refund	Tax Year	Reason For Cancelling
50P	AEROCARE HOLDINGS INC	3816.82	3816.82		2022	LEFT PROWERS CTY 2021
	9104003822 KENNEDY, CHARLENE LYNN	38.42	38.42	0.00	2022	REVERTED TO LAND
	9104003822 KENNEDY, CHARLENE LYNN	37.70	37.70	37.70	2021	REVERTED TO LAND
	9104003822 KENNEDY, CHARLENE LYNN	37.14	37.14	37.14	2020	REVERTED TO LAND
	200013798 PALACE HOLDINGS LLC	206.94	206.94		2022	STREET NOT TAXABLE
	NORTHERN LEASING SYSTEMS	143.00	143.00		2020	BELOW THRESHOLD
	LAWN PRO'S	191.28	191.28		2020	BELOW THRESHOLD
3841P	BARRAZA, MARIA CHRISTINE	7.09	7.09		2021	MOBILE HOME GONE
8014P	BARRAZA, MARIA CHRISTINE	7.02	7.02		2020	MOBILE HOME GONE
9500069H	BARRAZA, MARIA CHRISTINE	7.02	7.02		2019	MOBILE HOME GONE
9500069H	BARRAZA, MARIA CHRISTINE	8.17	8.17		2018	MOBILE HOME GONE
9500069H	COIN, CINNAMON	12.31	12.31		2021	NEEDS DESTROYED
9501018H	COIN, CINNAMON	7.55	7.55		2020	NEEDS DESTROYED
9501018H	COIN, CINNAMON	12.18	12.18		2019	NEEDS DESTROYED
9501018H	COIN, CINNAMON	14.60	14.60		2018	NEEDS DESTROYED
9501018H	COIN, CINNAMON	13.75	13.75		2017	NEEDS DESTROYED
9501545H	HERNANDEZ, ODILON & PAUL	3.40	3.40		2021	NEEDS DESTROYED
9501545H	HERNANDEZ, ODILON & PAUL	3.37	3.37		2020	NEEDS DESTROYED
9501545H	HERNANDEZ, ODILON & PAUL	3.36	3.36		2019	NEEDS DESTROYED
9501545H	HERNANDEZ, ODILON & PAUL	4.02	4.02		2018	NEEDS DESTROYED
9501977H	HERNANDEZ, ODILON & PAUL	3.79	3.79		2017	NEEDS DESTROYED
9501977H	GONZALES, JOHN & CHRISTINA F	38.86	38.86		2021	NEEDS DESTROYED
9501977H	GONZALES, JOHN & CHRISTINA F	51.18	51.18		2020	NEEDS DESTROYED
9501977H	GONZALES, JOHN & CHRISTINA F	52.12	52.12		2019	NEEDS DESTROYED
9501977H	GONZALES, JOHN & CHRISTINA F	71.04	71.04		2018	NEEDS DESTROYED
	TOTAL	\$ 4,792.13	\$ 4,792.13	\$ 74.84		

The Prowers County Treasurer respectfully requests the Board of County Commissioners of Prowers County, Colorado to cancel the above-listed taxes for the reasons set forth above.
Dated: December 12, 2023

Prowers County Treasurer

Granted by the Prowers County Commissioners this 12th day of December 2023.

Attest:

Clerk to the Board

Commissioner

Commissioner

Chairman

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12/12/2023

Submitter: Judy Wittman

Submitted to the County Administration Office on: 12/5/2023

Return Originals to: Judy Wittman

Number of originals to return to Submitter:

Contract Due Date:

Item Title/Recommended Board Action: Consider Approval of a Canon C5840 copier lease for the Treasurer and Assessor's Offices. The lease would be in effect for 60 months , 1/1/2024-12/31/2029.

Justification or Background: Our current lease is expiring on 12/31/2023. We can lease this newer and more efficient model for \$10.00 more per month.

Fiscal Impact: This item is budgeted in the following account code: 01-09-421500 and 01-10-421500

County: \$ 10.00 extra per month 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!



Page Management Agreement

APPLICATION NO

1938733

CONTRACT NO

Gobin's Inc. - 615 N Santa Fe Ave 81003 - Phone (719)-544-2324

This document is written in "plain English". The words "Customer" "you", and "your" refer to you, as the customer. The words, "Gobin's", "we", "us" and "our" refer to Gobin's Inc. or its successors and assigns.

Full Legal Name			Street Address		Suite No.
Prowers County			301 S Main st		200
City	State	Zip	Phone	Fax	
Lamar	Colorado	81052	(719) 336- 8081	0	
Billing Name (if different from above)			Billing Address		Suite No.
Prowers County			301 S Main st		200
City	State	Zip	Email		
Lamar	Colorado	81052	jwittman@prowerscounty.net		
Equipment Location (if different from above)					

MAKE/MODEL NO./ACCESSORIES	QTY	SERIAL NO.	STARTING METER
Canon C5840	1	0	
Cassette Feeding unit	1		
Buffer Pass	1		
Staple Finisher	1		
Super G Fax board	1		
2/3 Hole Punch	1		
Paper Deck	1		

AGREEMENT TERMS		AGREEMENT PAYMENT AMOUNT		SECURITY DEPOSIT
Term in Months	60 (mos.)	60	Payments of \$295.66	
		Agreement Payment Period is Monthly Unless Otherwise Indicated		(Plus Applicable Taxes)
Payment Includes	B&W Images per month	Excess Images billed	@	per B&W Image
Payment Includes	Color Images per month	Excess Images billed	@	per Color Image
Payment Includes	scans per month	Excess Images billed	@	per scan
All Secure Privacy Protection		Number of Devices:	x	\$8.00 per Device Per Month
Initials: Accept		Decline (applicable charges will be billed in addition to the Payment set forth above)		

END OF AGREEMENT OPTIONS: You will have the following options at the end of the original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value. 2. Renew the Agreement per Paragraph 1. 3. Return Equipment as provided in Paragraph 8.

This is a noncancelable/non-terminable agreement, meaning that this Agreement cannot be canceled or terminated. You acknowledge and agree that this Agreement consists of the terms and conditions set forth on the reverse side and on the following pages, and specifically include the attached (I) the following Addendums (if box is checked): Government Contracting Addendum, Personal Guaranty Addendum, and Other:

OWNER ACCEPTANCE

Dated	8-8-23	Gobin's Inc.	Owner	Signature	Director of MPS	Title	Tyler Gobin
-------	--------	--------------	-------	-----------	-----------------	-------	-------------

CUSTOMER ACCEPTANCE

	Prowers County	X			
Dated	Customer	Signature		Title	
Federal Tax ID#		Print Name			

GOBIN'S INC. PAGE MANAGEMENT AGREEMENT TERMS & CONDITIONS

1. **AGREEMENT:** You agree to rent from us the personal property described under "MAKE/MODEL NO./ACCESSORIES" and as modified by supplements to this Page Management Agreement ("Agreement") signed by you and us (such property and any upgrades, replacements, repairs, and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed Equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon the date it is accepted and signed by us ("Commencement Date") and continues thereafter for the number of consecutive months shown. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Agreement you will pay us interim rent for the period from the date the Equipment is delivered to you until the first billing date, as reasonably calculated by us based on the full periodic payment set forth on the first page hereto, plus applicable taxes ("Payment"), the number of days in that period and a month of 30 days. The term will be extended automatically for successive 12 month terms unless you send us written notice between ninety (90) and one hundred fifty (150) days before the end of any term of your intent to return the Equipment AND complete the return within 30 days of the end of term. Notice of your intent to return the Equipment must be sent by certified US mail to Gobin's Inc., 615 N Santa Fe Ave., Pueblo, CO, Attn: Contracts Distribution. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and. You authorize us to insert or correct missing information on this Agreement including your proper legal name, serial numbers and any other information describing the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request. Your failure to sign the Delivery and Acceptance Form does not change or affect your obligation to lease or purchase and pay for Equipment pursuant to the terms of this Agreement or any other contract or agreement you may have entered into with us or your supplier. The original of this Agreement shall be that copy which bears your original signature, a facsimile of your original signature, or your electronic signature and which bears our original signature.
2. **RENT:** Rent will be payable in installments, each in the amount of the Payment set forth on the face of this Agreement plus any applicable sales, use or property tax. If we pay any tax on your behalf, you agree to reimburse us promptly upon demand along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owing to us under the terms of this Agreement in our sole discretion.
3. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment and accessories, maintenance by us (during normal business hours), inspection, parts replacement, and the following consumable parts and supplies: drums and cleaning material required for proper operation black toner, color toner, and developer ("Consumables"). If your use of consumable parts and supplies exceeds the typical use pattern (as determined by us) for these items by more than 10%, or should we determine in our sole discretion, that the items are being abused in any fashion, you agree to pay for such improper or excess use. Paper, media, and staples must be separately purchased by you. We may charge you a Supply Freight Fee to cover our costs of shipping/delivering supplies to you. We retain ownership of all Consumables until used or paid for by you. Upon termination or expiration of this Agreement, all unused Consumables will be immediately returned to us or purchased by you at the current price then in effect. Consumables do not include large format inks, print heads, maintenance kits and media.
4. **SERVICE CALLS:** Service calls under this agreement will be performed during normal business hours at the installation address shown on the reverse side of this Agreement. Travel and labor time for service calls after normal business hours, on weekends and on holidays, if and when available, will be paid by Customer at the overtime ("Per Call") rates in effect at the time the service call is made. Customer agrees to promptly notify Gobin's of any requests for service, by contacting the Gobin's Service Department. During the performance of Gobin's maintenance services, Customer agrees that Gobin's shall have the right to generate all copies/prints/faxes necessary to properly perform its service without being required to credit Customer's account. This Agreement does not include mileage on service calls for customers outside of Gobin's normal geographic service area. Service performed after the termination, expiration or nonrenewal of this Agreement will be paid for by Customer on a "Per Call" basis at Gobin's then published rates. All on-site service calls are billed at a one-hour minimum and 15-minute increments thereafter. All phone support calls are billed in 15-minute increments with a 15 minute minimum.
5. **METER READINGS:** Customer agrees to provide Gobin's true and accurate meter readings monthly and in any reasonable manner requested by Gobin's. If accurate meter readings are not provided, Gobin's reserves the right to estimate Customer's meter readings based upon previous meter readings and bill Customer based upon such estimates or send an Gobin's representative to visually inspect such meter readings, in which event Customer shall also pay Gobin's an additional charge for such site visit. Upon the election of Gobin's, Customer agrees to allow the installation of Gobin's electronic meter collection tool to collect meters where applicable. If you refuse the use of the electronic meter tool we may charge you an additional fee to collect meters.
6. **OWNERSHIP OF EQUIPMENT:** Until purchased and title transfers to you, if applicable, Gobin's shall retain ownership and title to the Equipment (excluding software). If purchased, and if any amounts are due and owing to us for such Equipment, you grant us a security interest in the Equipment until we are paid in full. You agree that we shall have the right to file a UCC-1 financing statement on the Equipment to secure the payment or return of the Equipment at the end of the lease term. You agree to keep the Equipment free and clear of all other liens, encumbrances and claims.
7. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US.
8. **LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it to another location without our prior written consent. At the end of the term of this Agreement (or any renewal term), you will return the Equipment to us at your expense, in retail resalable condition, full working order, and in complete repair, at a time, manner and location specified by us. You agree to allow us to inspect the Equipment at any time during normal business hours.
9. **LOSS OR DAMAGE:** You are solely responsible for the risk of loss of, or any destruction of, or any damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage, and agree to then pay to us the present value of the total of all unpaid rental payments for the full remaining rental term, plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at two percent (2%) per year ("Present Value Rate"). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.
10. **COLLATERAL PROTECTION AND INSURANCE:** You agree to keep the Equipment fully insured, at your cost, against all damage or loss and name us as loss payee in an amount not less than replacement cost of the Equipment until this Agreement is terminated. You also agree to secure, at your cost, a general public liability insurance policy from an insurance company acceptable to us and to include us as an additional insured on this policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins and not less than annually, or, at our sole discretion we may either: 1) obtain insurance and you will pay us for any insurance premium and related charges, on which we may make a profit (OR 2) we may waive the insurance requirement and charge you a monthly damage surcharge of up to .0035 of the original Equipment cost and on which we also may make a profit. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR DAMAGE AND LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.
11. **INDEMNITY:** We are not responsible for any loss or injuries of any kind caused by the installation or use of the Equipment. You agree to indemnify, hold us harmless and reimburse us for any loss incurred by us and to defend us against any claim for losses or injury caused by or related to the Equipment. This Indemnification will continue after the expiration or termination of this Agreement.
12. **TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, interest, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs involved in completing this transaction. On the day the first payment is due, you agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all other ongoing administrative costs during the term of the Agreement. You further agree to pay us, on the day the first payment is due, a fee of up to \$100 to reimburse our expense for delivery and installation of the Equipment. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the commencement date arising out of your failures or omissions. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out, or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
13. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the assignee will have the same rights and benefits but none of our obligations that we have under this Agreement. (i) the new owner will not be subject to any defenses, or set offs that you may have against us, and (ii) such assignee will not be responsible for our obligations under Paragraphs 3-5, 19 or under the Prepaid Connected Services Addendum, which obligations will remain our sole responsibility.
14. **DEFAULT AND REMEDIES:** If you do not pay any rental payment or other sum due to us or another party when due or if you fail to perform any of your promises in the Agreement or any other agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and you agree: (1) to pay all sums due under this Agreement; (2) to pay the unpaid balance of this Agreement discounted at six percent (6%); (3) to pay the amount of any purchase option, and if none is specified, 20% of the original Equipment cost which represents our anticipated residual value in the Equipment; and (4) to immediately return the Equipment, at your sole cost, to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum or the maximum permissible legal rate, whichever is greater. We may also use any of the remedies available under Article 2A of the Uniform Commercial Code as enacted in the state in which our principal office, or that of any assignee is located. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs, regardless of whether any legal action is actually filed. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed by this Agreement and you waive your rights under Article 2A (508-522) of the UCC.
15. **SECURITY DEPOSIT:** If required by us, any security deposit posted by you is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth on the first page hereto. If all conditions herein are complied with and provided you have not ever been in default of this Agreement, the security deposit will be refunded to you after the return of the Equipment.
16. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of our principal office or of that of any assignee's principal office and shall be governed by and construed in accordance with such laws. If we or any assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, you irrevocably agree that any such matter may be adjudicated in any court or courts in the state of our principal office or of that of any assignee's principal place of business, or in any court or courts in your state of residence, or in any other court having jurisdiction over you or Equipment, all at the sole election of us or our assignee. You agree to waive trial by jury in any action between you and us.
17. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve-month period, we may increase your payment, and the excess image charge by a maximum of 15% of the existing charge.
18. **UPGRADE/DOWNGRADE PROVISION:** AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.
19. **ALL SECURE:** Selection of the All Secure program will provide an authorized Gobin's engineer to schedule a call either onsite or at our facility to use a set of enhanced passwords and data security measures to ensure your hard drives have added security protection. At the end of service or disposal of this unit Gobin's will sanitize and remove all data to US Department of Defense standard for security. If Equipment has been removed from the location noted on the first page, you must call Gobin's to initiate this service. Failure to request our engineer to perform these steps before any equipment leaves your office will negate the guarantees of the All Secure program. Equipment picked up by Gobin's will not require pre-scheduling and a proof of completion will be provided by Gobin's once the machine has been sanitized.
20. **POSTAGE DEVICES:** Postage measurement devices referenced herein which are subject to a rental agreement between you and an authorized manufacturer (Postage Manufacturer), are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with the Postage Manufacturer. You will need to reference your rental agreement with the Postage Manufacturer for the term of, and your rights and obligations under the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe the Postage Manufacturer under the rental agreement.



MAINTENANCE AGREEMENT

Account Executive:

Tony Luttrell

Date:

11/28/2023

Gobin's Inc. - 615 N. Santa Fe Ave. - Pueblo, CO 81003

See reverse side for complete terms and conditions

L o c a l i t y	Company Name:			Company Name:							
	Prowers County			Prowers County							
	Street Address:			Street Address:							
	301 S Main st			301 S Main st							
	City:	State:	Zip:	City:	State:	Zip:					
	Lamar	Colorado	81052	Lamar	Colorado	81052					
	Main Phone #:	Main Fax #:		Main Phone #:	Main Fax #:						
	(719) 336-8081	0		(719) 336-8081	0						
	Key Operator's Name:	Location:		Buyer's Name:	Title:						
	Judy Wittman			Judy Wittman							
Key Operator's Phone #:	Key Operator's Fax #:		Buyer's Phone #:	Buyer's Fax #:							
(719) 336-8081			(719) 336-8081								
Meter Read Contact Name			Meter Read Contact E-mail Address			Meter Read Contact Phone Number			Please direct invoices to		
jwittman@prowerscounty.net			Judy Wittman			(719) 336-8081					
Equipment Covered											

Contract Term: Months

Equipment Model & Serial Number		Beginning meters		Minimum Billing (b&w and color)	Covered b&w prints per month	Covered color prints per month	Excess rates	
		b&w	color				b&w	color
Canon CS840	0	9000	0	\$90.00	9000	0	\$0.0100	\$0.0700

Note: See Schedule A for a complete list of equipment covered by this Agreement

Billing Cycle Preference in Advance (check one)

Excess Print Billing Preferences (check one)

Supplies Inclusive (check one)

☒

Monthly

☒

Quarterly

☐

Semi-Annual

☐

Annual

☐

Monthly

☒

Quarterly

☐

Semi-Annual

☐

Yes

☒

No

Comments:

Authorization

Authorized Signature: X

Date:

Print Name:

Title:

Gobin's Inc. Representative:

Tony Luttrell

Date: 11/28/2023

GOBIN'S INC. PAGE MANAGEMENT AGREEMENT TERMS & CONDITIONS

1. **AGREEMENT:** You agree to rent from us the personal property described under "MAKEMODEL NO./ACCESSORIES" and as modified by supplements to this Page Management Agreement ("Agreement") signed by you and us (such property and any upgrades, replacements, repairs, and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed Equipment ("Agreement") and supersede any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon the date it is accepted and signed by us ("Commencement Date") and continues thereafter for the number of consecutive months shown. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Agreement you will pay us interim rent for the period from the date the Equipment is delivered to you until the first billing date, as reasonably calculated by us based on the full periodic payment set forth on the first page hereof, plus applicable taxes ("Payment"), the number of days in that period and a month of 30 days. The term will be extended automatically for successive 12 month terms unless you send us written notice between ninety (90) and one hundred fifty (150) days before the end of any term of your intent to return the Equipment AND complete the return within 30 days of the end of term. Notice of your intent to return the Equipment must be sent by certified US mail to Gobin's Inc., 615 N Santa Fe Ave., Pueblo, CO, Altin Contracts Distribution. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect. You authorize us to insert or correct missing information on this Agreement including your proper legal name, serial numbers and any other information describing the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request. Your failure to sign the Delivery and Acceptance Form does not change or affect your obligation to lease or purchase and pay for Equipment pursuant to the terms of this Agreement or any other contract or agreement you may have entered into with us or your supplier. The original of this Agreement shall be that copy which bears your original signature, a facsimile of your original signature, or your electronic signature and which bears our original signature.
2. **RENT:** Rent will be payable in installments, each in the amount of the Payment set forth on the face of this Agreement plus any applicable sales, use or property tax. If we pay any tax on your behalf, you agree to reimburse us promptly upon demand along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owing to us under the terms of this Agreement in our sole discretion.
3. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment and accessories, maintenance by us (during normal business hours), inspection, parts replacement, and the following consumable parts and supplies: drums and cleaning material required for proper operation black toner, color toner, and developer ("Consumables"). If your use of consumable parts and supplies exceeds the typical use pattern(s) as determined by us for these items by more than 10%, or should we determine in our sole discretion, that the items are being abused in any fashion, you agree to pay for such improper or excess use. Paper, media, and staples must be separately purchased by you. We may charge you a Supply Freight Fee to cover our costs of shipping/delivering supplies to you. We retain ownership of all Consumables until used or paid for by you. Upon termination or expiration of this Agreement, all unused Consumables will be immediately returned to us or purchased by you at the current price then in effect. Consumables do not include large format inks, print heads, maintenance kits and media.
4. **SERVICE CALLS:** Service calls under this agreement will be performed during normal business hours at the installation address shown on the reverse side of this Agreement. Travel and labor time for service calls other than normal business hours, on weekends and on holidays, if and when available, will be paid by Customer at the overtime ("Per Call") rates in effect at the time the service call is made. Customer agrees to promptly notify Gobin's of any requests for service, by contacting the Gobin's Service Department. During the performance of Gobin's maintenance services, Customer agrees that Gobin's shall have the right to generate all copies/prints/faxes necessary to properly perform its service without being required to credit Customer's account. This Agreement does not include mileage on service calls for customers outside of Gobin's normal geographic service area. Service performed after the termination, expiration or nonrenewal of this Agreement will be paid for by Customer on a "Per Call" basis at Gobin's then published rates. All on-site service calls are billed at a one-hour minimum and 15-minute increments thereafter. All phone support calls are billed in 15-minute increments with a 15 minute minimum.
5. **METER READINGS:** Customer agrees to provide Gobin's true and accurate meter readings monthly and in any reasonable manner requested by Gobin's. If accurate meter readings are not provided, Gobin's reserves the right to estimate Customer's meter readings based upon previous meter readings and bill Customer based upon such estimates or send an Gobin's representative to visually inspect such meter readings, in which event Customer shall also pay Gobin's an additional charge for such site visit. Upon the election of Gobin's, Customer agrees to allow the installation of Gobin's electronic meter collection tool to collect meters where applicable. If you refuse the use of the electronic meter tool we may charge you an additional fee to collect meters.
6. **OWNERSHIP OF EQUIPMENT:** Until purchased and title transfers to you, if applicable, Gobin's shall retain ownership and title to the Equipment (excluding software). If purchased, and if any amounts are due and owing to us for such Equipment, you grant us a security interest in the Equipment until we are paid in full. You agree that we shall have the right to file a UCC-1 financing statement on the Equipment to secure the payment or return of the Equipment at the end of the lease term. You agree to keep the Equipment free and clear of all other liens, encumbrances and claims.
7. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US.
8. **LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it to another location without our prior written consent. At the end of the term of this Agreement (or any renewal term), you will return the Equipment to us at your expense, in retail resalable condition, full working order, and in complete repair, at a time, manner and location specified by us. You agree to allow us to inspect the Equipment at any time during normal business hours.
9. **LOSS OR DAMAGE:** You are solely responsible for the risk of loss of, or any destruction of, or any damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage, and agree to then pay to us the present value of the total of all unpaid rental payments for the full remaining rental term, plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at two percent (2%) per year ("Present Value Rate"). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.
10. **COLLATERAL PROTECTION AND INSURANCE:** You agree to keep the Equipment fully insured, at your cost, against all damage or loss and name us as loss payee in an amount not less than replacement cost of the Equipment until this Agreement is terminated. You also agree to secure, at your cost, a general public liability insurance policy from an insurance company acceptable to us and to include us as an additional insured on this policy. You agree to provide us certificates of insurance acceptable to us, before this Agreement begins and not less than annually, or, at our sole discretion we may either: 1) obtain insurance and you will pay us for any insurance premium and related charges, on which we may make a profit OR 2) we may waive the insurance requirement and charge you a monthly damage surcharge of up to .0035 of the original Equipment cost and on which we also may make a profit. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR DAMAGE AND LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.
11. **INDEMNITY:** We are not responsible for any loss or injuries of any kind caused by the installation or use of the Equipment. You agree to indemnify, hold us harmless and reimburse us for any loss incurred by us and to defend us against any claim for losses or injury caused by or related to the Equipment. This indemnification will continue after the expiration or termination of this Agreement.
12. **TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, interest, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs involved in completing this transaction. On the day the first payment is due, you agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all other ongoing administrative costs during the term of the Agreement. You further agree to pay us, on the day the first payment is due, a fee of up to \$100 to reimburse our expense for delivery and installation of the Equipment. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the commencement date arising out of your failures or omissions. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out, or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
13. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the assignee will have the same rights and benefits but none of our obligations that we have under this Agreement, (i) the new owner will not be subject to any defenses, or set offs that you may have against us, and (ii) such assignee will not be responsible for our obligations under Paragraphs 3-5, 10 or under the Prepaid Connected Services Addendum, which obligations will remain our sole responsibility.
14. **DEFAULT AND REMEDIES:** If you do not pay any rental payment or other sum due to us or another party when due or if you fail to perform any of your promises in this Agreement or any other agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and you agree: (1) to pay all sums due under this Agreement; (2) to pay the unpaid balance of this Agreement discounted at six percent (6%); (3) to pay the amount of any purchase option, and if none is specified, 20% of the original Equipment cost which represents our anticipated residual value in the Equipment; and (4) to immediately return the Equipment, at your sole cost, to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum or the maximum permissible legal rate, whichever is greater. We may also use any of the remedies available under Article 2A of the Uniform Commercial Code as enacted in the state in which our principal office, or that of any assignee is located. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs, regardless of whether any legal action is actually filed. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed by this Agreement and you waive your rights under Article 2A (508-522) of the UCC.
15. **SECURITY DEPOSIT:** If required by us, any security deposit posted by you is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth on the first page hereof. If all conditions herein are complied with and provided you have not ever been in default of this Agreement, the security deposit will be refunded to you after the return of the Equipment.
16. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of our principal office or that of any assignee's principal office and shall be governed by and construed in accordance with such laws. If we or any assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, you irrevocably agree that any such matter may be adjudicated in any court or courts in the state of our principal office or that of any assignee's principal place of business, or in any court or courts in your state of residence, or in any other court having jurisdiction over you or Equipment, all at the sole election of us or our assignee. You agree to waive trial by jury in any action between you and us.
17. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve-month period, we may increase your payment, and the excess image charge by a maximum of 15% of the existing charge.
18. **UPGRADE/DOWNGRADE PROVISION:** AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.
19. **ALL SECURE:** Selection of the All Secure program will provide an authorized Gobin's engineer to schedule a call either onsite or at our facility to use a set of enhanced passwords and data security measures to ensure your hard drives have added security protection. At the end of service or disposal of this unit Gobin's will sanitize and remove all data to US Department of Defense standard for security. If Equipment has been removed from the location noted on the first page, you must call Gobin's to initiate this service. Failure to request our engineer to perform these steps before any equipment leaves your office will negate the guarantees of the All Secure program. Equipment picked up by Gobin's will not require pre-scheduling and a proof of completion will be provided by Gobin's once the machine has been sanitized.
20. **POSTAGE DEVICES:** Postage measurement devices referenced herein which are subject to a rental agreement between you and an authorized manufacturer (Postage Manufacturer), are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with the Postage Manufacturer. You will need to reference your rental agreement with the Postage Manufacturer for the term of, and your rights and obligations under the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe the Postage Manufacturer under the rental agreement.



EQUIPMENT MOVEMENT PREP SHEET

CC - Upgrade

Customer Type

1938733

Customer Number

DELIVER TO				BILL TO			
Prowers County				Prowers County			
COMPANY NAME				COMPANY NAME			
301 S Main st				301 S Main st			
STREET ADDRESS				STREET ADDRESS			
Lamar				Lamar			
CITY				CITY			
Colorado				Colorado			
81052				81052			
STATE				STATE			
ZIP CODE				ZIP CODE			
(719) 336-8081				(719) 336-8081			
PHONE NO.				PHONE NO.			
Judy Wittman				Judy Wittman			
DELIVERY CONTACT (FIRST & LAST NAME)				DELIVERY CONTACT (FIRST & LAST NAME)			
jwittman@prowerscounty.net				jwittman@prowerscounty.net			
METER READ CONTACT (FIRST & LAST NAME)				METER READ CONTACT (FIRST & LAST NAME)			
(719) 336-8081				(719) 336-8081			
METER READ PHONE NO.				METER READ PHONE NO.			
Canon ERDS				Canon ERDS			
METER READ METHOD (PRIMARY)				METER READ METHOD (PRIMARY)			
Canon ERDS				Canon ERDS			
METER READ METHOD (BACKUP)				METER READ METHOD (BACKUP)			
OTHER				OTHER			
Branch Location		Req'd Delivery Date		Stairs?		Voltage	
Lamar				No		120V	
Sales Rep Name		Tony Luttrell					
Sale Type (Select Dropdown): <input type="text"/> Straight Lease <input type="text"/> Maint Agreement: <input type="text"/> SMT <input type="text"/> Networked: <input type="text"/> by Other <input type="text"/> ALL Secure: <input type="text"/> No <input type="text"/>							
SHIPPING INSTRUCTIONS: <input type="text"/> INSTALL QUANTITY <input type="text"/>							
INSTALL MODEL		INSTALL PRODUCT NUMBER		INSTALL SERIAL NUMBER		B/W Meter	
1 Canon C5840		3827C002AA		0			
1 Cassette Feeding Unit		4030C002BA					
1 Buffer Pass		5546C002AA					
1 Staple Finisher		3999C002BA					
1 Super G Fax Board		3998C001AA					
1 2/3 Hole Punch		0126C001AA					
1 Paper Deck		0607C002AA					
Reason for Removal (Select Dropdown): <input type="text"/> Upgrade to Return <input type="text"/>							
NAME OF PAYEE IF 3RD PARTY PAYOFF: <input type="text"/>							
SPECIAL INSTRUCTIONS/STAIRS: <input type="text"/>							
RETURN QUANTITY	RETURN MAKE	RETURN MODEL	RETURN PRODUCT NUMBER	RETURN SERIAL NUMBER	B/W Meter	Color Meter	
1	Canon	C5535	0	XUW07672	236,989	32,588	

The undersigned does hereby acknowledge the complete and satisfactory delivery and installation of the equipment(s) from Gobin's, Inc.

The undersigned does hereby acknowledge the complete and satisfactory removal of the equipment(s) by Gobin's, Inc.

Customer Signature: _____

Printed Name: _____

Date: _____

NON-APPROPRIATION ADDENDUM


This is an addendum ("Addendum") to and part of that certain agreement between Gobin's, Inc. ("we", "us", "our") and Prowers, County of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1938733 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE		
(As Stated Above)	SIGNATURE	PRINT NAME & TITLE
X		

OUR SIGNATURE	SIGNATURE	PRINT NAME & TITLE	DATE
Gobin's, Inc.		Tyler Goslin Director of MPS	12-6-23

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12/12/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 12/5/23

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 Agreement extension between Prowers County Department of Human Services and Illuminate Colorado for the facilitation of the Circle of Fathers Program from October 1, 2023 through September 30, 2024 with \$8,000 in funding and authorize Lanie Meyers-Mireles to execute the agreement.”

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!



illuminate
Building Brighter Childhoods

October 27, 2023

Org Name: Prowers County Department of Human Services
Address: 1001 S. Main Street
Address: Lamar, CO 81052
Contact Name: Amy Rosengrants-Smith

To Prowers County Department of Human Services:

Thank you for your partnership in Circle of Fathers program. Illuminate is hereby extending the period of this agreement as outlined below.

Title of Project: Circle of Fathers group
Agreement Period: 2/13/23 through 9/30/23
Contract ID#: COP – 2PCDHS - CoF
CFDA #: (if applicable): 93.556
Revised Contract Term: 10/1 23 through 9/30/24
Budget:

Circle of Parents Memorandum of Understanding signed 2/13/23:

This contract extension does not alter contractor responsibilities, payment and requirements schedule, or any other component of the original agreement in any way. Any additional changes will need to be approved in writing through a separate budget modification or contract revision process.

Thank you again for your partnership.

Sincerely,

Jade Woodard
Executive Director
Illuminate Colorado

Accepted and Agreed to:
Lanie Meyers Mireles
Director
Prowers County Human Services

Signature: _____

By: _____

**Contractual Agreement
Between
Illuminate Colorado
And
Prowers County DHS**

This Contractual Agreement between **Illuminate Colorado** and **Prowers County DHS** constitutes a legal agreement concerning provision of services to meet funding requirements for implementation of Circle of Parents in alignment with the Colorado Fatherhood Program Sites funded by the Colorado Department of Early Childhood.

Title of Project: CDEC - Circle of Fathers

Grant Period: August 1, 2022 – September 30, 2023

Contract ID#: COP-2PCDHS CoF

Fund Source: Federal Funds - MaryLee Allen Promoting Safe and Stable Families Program-Coronavirus Response and Relief Supplemental Act (CRRSA), FAIN 2101COFPSC, CFDA 93.556

Host Organization: PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES

Host Organization Address: 1001 S. MAIN ST. LAMAR, CO 81052

Host Organization Primary Contact Name: LANIE MEYERS-MIRELES

Host Organization Primary Contact Phone: (719) 336-7486 x 104

Host Organization Primary Contact Email: dhsdirector@prowerscounty.net

Checks to be made payable to: PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
2868

Tax Identification Number: (Last 4 digits) _____

Illuminate Colorado is providing funding to support Circle of Fathers groups in Colorado connected to Colorado Fatherhood Program Sites. Funding is approved to be used to support the following expenses:

- **Circle of Parents Facilitator** to coordinate, prepare, promote and facilitate the group; collect and submit required data; and participate in training, support, evaluation, and promotion activities – expected to average 4-6 hours per week, not to exceed 20 hours per month.



- **Children's Circle Facilitator or Child Care Provider** to coordinate, prepare, promote and facilitate Children's Circle; collect and submit required data; and participate in training, support, evaluation, and promotion activities – expected to average 3-5 hours per week, not to exceed 16 hours per month.
- **Program Costs** to provide meals at group, rental space for groups, parent leader stipends, travel to attend training, program supplies and materials, not to exceed \$500 per month.
- **Indirect Costs** not to exceed 10% of direct costs.

Budgets must be submitted and approved annually using the approved budget template. Budgets that include allowable expenses will be approved based on funding availability and compliance with funding requirements. Any expense categories not included on the budget template will be reviewed by Illuminate Colorado. Approved annual budgets will become a part of this contract. Any budget changes must be approved in writing by Illuminate Colorado. Any unspent funds at the end of the annual budget period and are not eligible for carryover.

During the period of the Contractual Agreement, Illuminate Colorado will provide the following services at no cost as a part of this Contractual Agreement:

- Facilitator Training for up to 2 Facilitators per year
- Children's Circle Training for up to 4 Children's Facilitators per year
- 1 Children's Circle Toolkit per group
- Additional training and ongoing support as needed and as mutually agreed by Illuminate Colorado

A key component of Circle of Parents implementation is sustainability planning. As outlined herein, Illuminate Colorado will provide funding during the grant period, and will work closely with Prowers County DHS and local partners in the development of a sustainability plan for the Circle of Parents group. However, Prowers County DHS will ultimately be responsible for securing funding or partnerships to sustain the group beyond the term of the grant and any renewal periods.

Payment and Requirements Schedule:

Funding will be dispersed on an expense reimbursement basis. Submission of reimbursement invoices, with backup documentation (timecard, receipts, etc.) is due to Illuminate Colorado by the 10th of following month and payment will be made within 30 days via check or ACH. Invoices submitted after the 10th of the month may be delayed in receiving payment. Invoices submitted more than 60 days of the end of the month may not be eligible for payment. Invoices for amounts beyond the approved budget, as described herein, may not be reimbursed.

Prowers County DHS must keep a record of all receipts and expenditures related to



this Contractual Agreement for at least four years following the year in which all grant funds are fully expended and agrees to comply with any follow up requests. This Contractual Agreement is made for the purpose outlined herein. No amount may be expended for any other purpose.

If Prowers County DHS fails to satisfy or perform the duties and obligations outlined in this Contractual Agreement, or uses funds for any purpose outside the scope of this Contractual Agreement, it agrees that Illuminate Colorado will be entitled to take remedial action to ensure compliance, up to and including the return of misspent and/or unspent funds, and Prowers County DHS shall comply with the remedial action to the best of its abilities.

As required by the Federal Grant, the Recipient shall comply with the conditions outlined in **Exhibit A**.

This Contractual Agreement may only be amended, modified, or supplemented by written instrument duly executed by both parties.

This Contractual Agreement shall be governed by and construed in accordance with the internal laws of the state of Colorado without giving effect to the conflict of law provisions thereof to the extent such provisions would require or permit the application of the laws of any jurisdiction other than the state of Colorado. Any action or dispute arising out of or relating to this Contractual Agreement shall be brought against any party in the courts of the state of Colorado, sitting in the City and County of Denver, and each party irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

Accepted and Agreed to:

Prowers County DHS


CC28495F7A9A4F7...

By: Lanie Meyers-Mireles, Director
2/13/2023

Date _____

Illuminate Colorado, Circle of Parents


DocuSigned by:
Jade Woodard
2875D76F79DE42B...

By: Jade Woodard, Executive Director
of Illuminate Colorado

2/13/2023
Date _____



Exhibit A

Federal Grant Requirements

As required by the Federal Grant, the Recipient and any subgrantee(s) shall comply with the following conditions:

- Compliance with Law. The Recipient and any subgrantee(s) shall comply with any applicable statutorily-imposed nondiscrimination requirements, which may include but are not limited to: the Age Discrimination Act of 1975 (42 U.S.C. §§6101-07); the Civil Rights Act of 1964 (42 U.S.C. §2000d); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Rehabilitation Act of 1973 (29 U.S.C §794); Equal Treatment for Faith-Based Organizations (45 CFR §87).
- Sterile Needles/Needle Exchange. Funds may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- Confidentiality of Patient Records. The Recipient and any subgrantee(s) shall comply with section 543 of the Public Health Service Act, 42 U.S.C. 290dd-2, and codified at 42 CFR part 2, which requires that records of substance abuse patients be kept confidential except under specified circumstances and purposes.
- Privacy of Individually Identifiable Health Information. The Recipient and any subgrantee(s) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d et seq., and codified at 45 CFR parts 160 and 164, which governs the protection of individually identifiable health information.
- Publications. For any publication(s) that results from grant-supported activities, The Recipient and any subgrantee(s) must include an acknowledgment of grant support using the following statement:
"This [product] was funded by the Children's Bureau, Administration Children, Youth and Families, Administration for Children and Families, U.S. Department of Health and Human Services, under grant number HHS-2019-ACF-ACYF-CU-1568, . The contents of this [product] are solely the responsibility of the authors and do not necessarily represent the official views of the Children's Bureau."
- Rights in Data. The U.S. Department of Health & Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use data and materials resulting from any grant-funded project and to authorize others to do so for Federal purposes, e.g., to make it available in government-sponsored databases for use by other researchers.

- Debarment. No organization may be a recipient of Federal funds under this Agreement if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549.
- Unpaid Federal Tax Liability. The Recipient declares and affirms that it has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. Recipient shall ensure that any subgrantees meet this requirement.
- Lobbying. No part of any federal funds received under this Agreement shall be used to pay any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, extension, continuation, renewal, amendment, or modification of any federal grant, cooperative agreement, contract, or loan.
- The Trafficking Victims Protection Act of 2000, 2 C.F.R. Part 175. The Recipient and any subgrantee, and the Recipient and subgrantee's employees, if any, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the Agreement.
- Controlled Substances. No part of any federal funds received under this Agreement shall be used to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812.

**Circle of Fathers
Fatherhood Program Grant Opportunity
Funding Request**

Prowers County Department of Human Services

10/1/23 through 9/30/24

For Illuminate Use Only

Date Approved: _____

Approval Initials: _____

Circle of Parents Facilitator	Group Location / Description	Fully Loaded Hourly Rate	# Hours Per Month	# of Months	Total
Patrick Christensen	Circle of Fathers	\$ 25.00	12	12 \$	3,600.00
Amy Rosengrants-Smith	Circle of Fathers	\$ 25.00	2	12 \$	600.00
				\$	4,200.00
Children's Circle Leader	Group Location / Description	Fully Loaded Hourly Rate	# Hours Per Month	# of Months	Total

Group Expenses		Group Location / Description	Notes	Rate	Quantity	Total
Meals for Participants		Circle of Fathers		\$ 200.00	12	\$ 2,400.00
Space Rental						-
Participant Transportation Vouchers						-
Parent Lead Stipends		Circle of Fathers		\$ 100.00	12	\$ 1,200.00
Printing / Supplies		Circle of Fathers		\$ 200.00		\$ 200.00
Additional Facilitator Training				\$ 300.00		-
Additional Children's Circle Training				\$ 150.00		-
Additional Children's Circle Toolkit				\$ 1,000.00		-
Travel for Facilitator Training						-
Travel for Children's Circle Training						-
Travel for Facilitator Summit						-
						\$ 3,800.00
TOTAL DIRECT COSTS				\$		8,000.00
Indirect Costs		Notes				
				Rate	Total	
				\$	-	
TOTAL AMOUNT REQUESTED				\$		8,000.00

**Memorandum of Understanding
Illuminate Colorado
-and-
Prowers County DHS**

THIS MEMORANDUM OF UNDERSTANDING reflects the common understanding between the parties to establish a collaborative relationship between **Illuminate Colorado, the Circle of Parents® Colorado Chapter ("Illuminate Colorado")**, and **Prowers County DHS**, the host site for a Circle of Parents group ("Prowers County").

WHEREAS, Prowers County DHS wishes to develop one or more Circle of Parents groups using the Circle of Parents® model and;

WHEREAS, the Circle of Parents model is trademarked and connected to a National network and may not be used outside of the collaborative; and

WHEREAS, the Illuminate Colorado is the lead agency for Colorado on the Circle of Parents model and ensures adherence to the model, provides appropriate materials, oversees data collection/evaluation, provides training and technical assistance to collaborative agencies, maintains an MOU with Circle of Parents®, Inc.; and

IT IS FURTHER AGREED that Prowers County DHS will ensure that the groups adhere to the Circle of Parents standards. They also agree that timely collection and submission of group attendance, demographics, evaluations, and other data as needed be submitted to Illuminate Colorado each week using Apricot 360 data system. Prowers County DHS also agrees that they will fulfill the Requirements and Responsibilities outlined in **Exhibit A**; and

IT IS FURTHER AGREED that Prowers County DHS will adhere to the Circle of Parents Colorado Fee Structure, as outlined in **Exhibit B**, unless otherwise agreed; and

IT IS THEREFORE UNDERSTOOD Prowers County DHS agrees to participate in annual quality assurance reviews and evaluations in order to ensure that the program is meeting Circle of Parents standards; and

IT IS THEREFORE AGREED that publicity and marketing of groups offered using the Circle model should be branded with Circle of Parents Colorado Chapter logo as reasonable; and

IT IS FURTHER UNDERSTOOD that Illuminate Colorado cannot prevent Prowers County DHS, any participants in any Circle of Parents group hosted by Prowers County DHS, or any children, relatives or related parties of Prowers County DHS or of any such participants from becoming exposed to, contracting, or spreading COVID-19 or other illness when meeting in person; and

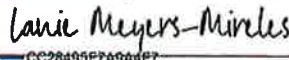
IT IS THEREFORE AGREED that in no event shall Illuminate Colorado be liable for personal injury, or any incidental, special, indirect, consequential or punitive damages whatsoever resulting from COVID-19 or other exposure at any Circle of Parents group hosted by Prowers County DHS; and



IT IS FURTHER UNDERSTOOD that this document represents a simple intent between the parties to work together to satisfy common goals of the parties. This Memorandum of Understanding will act as a guide for the parties to work together and shall remain as the guiding principles of the relationship until either party notifies the other in writing of a desire to cease joint efforts or to change the scope of the common action. This agreement will remain in place until revoked by either party. Each party will give the other 30 days' notice for change or revocation of this Memorandum of Understanding; and

IN WITNESS THEREOF, the parties do hereby execute this Memorandum of Understanding.

Lanie Meyers-Mireles, Director

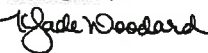

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2/13/2023

Date _____

Prowers County DHS

DocuSigned by:


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2/13/2023

Jade Woodard, Executive Director

Date _____

Illuminate Colorado, Circle of Parents Colorado Chapter

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Exhibit A Requirements & Responsibilities

By signing this Memorandum of Understanding, the parties agree to meet the Requirements and Responsibilities outlined below for the Host Site and Circle of Parents Facilitator to provide a Circle of Parents support group to parents in the community. Circle of Parent groups are defined as all groups conducted by Circle of Parents Facilitators who received Facilitator Training certification offered by Illuminate Colorado. To remain eligible for Regional Partnership Grant funding, groups must continue to meet the Requirements and Responsibilities outlined herein.

General Requirements:

- Will be held on a consistent basis (weekly, monthly).
- Will be held in a safe and accessible location.
- All groups are free to all participants.
- Provide a welcoming, safe, and confidential environment for parents.
- Led by a trained Facilitator and eventually a trained Parent Lead in compliance with the model.

Illuminate Colorado Responsibilities include:

- Provide trainings for new facilitators and parent leads as needed, no less than twice per year.
- Offer ongoing individual technical assistance and support to Circle of Parent Facilitators.
- Ensure ongoing professional development is available for Circle of Parent Facilitators.
- Collect and analyze data from groups and sharing findings with groups and stakeholders.
- Research funding opportunities to support groups.
- Assist with Parent Leadership development.
- Conduct annual site visit and assure model fidelity.
- Coordinate publicity and marketing including posting group information on the Circle of Parents website, providing approved and branded flyers, and other outreach materials/activities.

Host Site—(Organization) Responsibilities Include:

- Provide a safe, accessible space for Circle of Parents groups and child care/Children's Circle.
- Finance the Facilitator, Children's Facilitator and Parent Lead training fees and logistics (including lodging, mileage, per diem) unless otherwise agreed upon.
- Ensure Facilitator and Children Group Leaders complete Mandatory Reporter Training.
- Supervise the Circle of Parents Facilitator and ensure compliance to the model, support needs of group including food, transportation, and community referrals as needed.
- Disseminate outreach materials and market the Circle of Parents groups in the community using cobranded materials developed by Illuminate Colorado.
- Ensure background checks are completed on staff/volunteers involved with Circle of Parents.



- Ensure data, surveys, rosters, evaluations, and reports are submitted within 24 hours of group.
- If facilitator is an employee of the host site, the host site will include the Circle of Parents responsibilities in the Facilitator's job description and compensation unless otherwise determined with Illuminate Colorado.

Circle of Parents Facilitator Responsibilities Include:

- Attend and participate in the two-day Facilitator Training, Apricot 360 Training, ongoing technical assistance, and ongoing facilitator professional development activities.
- Collect and submit participant intake data and attendance data to Illuminate Colorado on a weekly basis, within 24 hours of group, as well as surveys on a periodic basis using Apricot 360.
- Disseminate outreach materials and market the Circle of Parents groups in the community using cobranded materials developed by Illuminate Colorado.
- Communicate with group members on timing and location of the group, including sending a weekly reminder email or text.
- Identify Parent Lead(s) to eventually be trained and take on the role of facilitating the group and providing support.
- Participate in annual quality assurance reviews and site visits in order to ensure the program is meeting Circle of Parents standards.
- Coordinate food, transportation, community resources, and referrals as needed by group.

Data Collection Requirements and Process:

All Circle of Parents groups will participate in the Circle of Parents Colorado Evaluation and will collect and submit participant intake information and attendance information on a weekly basis, within 24 hours of group. Groups will also be expected to administer select surveys on a periodic basis to examine program impacts.

- All facilitators will complete Apricot 360 training for ongoing data entry.
- All groups will enter required data into Apricot 360.
- All groups with sufficient data will receive an annual data summary.

Exhibit B Standard Fee Structure for Circle of Parents Colorado

Facilitator Training: **\$300**

In order to be a certified Circle of Parents group, it is required that a facilitator attends the Facilitator Training with Illuminate Colorado, which includes:

- Two-day training on the Circle of Parents model and facilitation skills
- Breakfast and Lunch each day
- Facilitator Manual & Parent Café Cards

After the facilitator is trained and begins implementing the Circle of Parents group, they will receive ongoing support from the Illuminate Colorado including:

- Monthly Support from a Circle of Parents Program Manager and/or Peer Mentor
- Quarterly Webinars and Circle of Facilitators Meetings for ongoing professional development and peer to peer support
- Annual Site Visit with Circle of Parents Program Manager and/or Peer Mentor
- Inclusion in Statewide Circle of Parents Colorado Program Evaluation
 - Circle of Parents Colorado Logic Model
 - Basic Analysis of Data Submitted by Circle of Parents Groups
 - Protective Factors Survey
 - Data Snapshot (provided to groups with sufficient data)

Recertification Training for facilitators who were trained within the last 5 years: **\$150**

Children's Circle Training: **\$150**

In order to implement the Children's Circle Curriculum, Children's Facilitators are required to attend the Children's Circle Training with Illuminate Colorado, which includes:

- One-day training on the Circle of Parents Children's Circle model and facilitation skills
- Breakfast and Lunch provided
- Children's Circle Facilitator Manual

Upon completion of the Children's Circle Training, a full Children's Circle Toolkit can be purchased through Illuminate Colorado for **\$1,000**.

Types and costs of all other training and technical assistance will be negotiated on a case by case basis by Illuminate Colorado. Fees can be reduced or waived by Illuminate Colorado following the established fee reduction / waiver process.





INVOICING INSTRUCTIONS

Invoice Content Requirements

<p>Award</p>	<p>Approved Award Information</p> <ul style="list-style-type: none"> • Contract Number: COP-2PCDHS CoF • Project title: CDEC - Circle of Fathers • Grant Period: August 1, 2022 – September 30, 2023 • Budget Amount: \$8,300
<p>Subrecipient Contractor Information</p>	<p>Contractors must prepare invoices containing the following information:</p> <ul style="list-style-type: none"> • Contractor name • Mailing Address • Contact Phone • Contact Email • Invoice Number • Date of Invoice • Check Payable Information (bottom of invoice)
<p>Invoice Attachments</p>	<p>Contractor shall prepare a separate invoice for each grant and program for which work is being provided. Submissions must include the following:</p> <ul style="list-style-type: none"> • Invoice • Original vendor detailed receipts for expenditures requiring reimbursement • Time & Effort Reports • Quarterly Program Reports
<p>Invoice Submissions</p>	<p>Invoices Due: 10th day of the month</p> <p>To: Illuminate Colorado Accounting Department</p> <p>EMAIL: accounting@illuminatecolorado.org</p> <p>Accounting Contact: Linda Robinson, Finance Manager, 303-946-5822</p>



Preferred Submittal Method (Email)

- Invoices must be emailed to accounting@illuminatecolorado.org.
- Invoices are to be attached as PDF files and wherever possible, attachments should be included in that PDF file. Sending invoices in any other format is not allowed and will not be processed.
- Incomplete invoices will delay the process of payments.
- There can be multiple PDF invoices included in one email and each of the PDF files will be processed as one invoice.

Alternate Submittal Method (Mail)

The alternate method for invoice submittal is via mail. The preferred method (noted above) should be used whenever possible. If invoices are submitted via mail, do not send duplicate invoices via email. Do not use multiple methods for submitting the same invoice.

- Each invoice must contain all information as indicated in the General Instructions.
- Contractors shall only submit invoices for approved services per their contract agreement.
- Accounting department will be responsible for routing invoices to Program Director for appropriate internal approvals.
- Invoices may be mailed to: Illuminate Colorado, ATTN: Accounting, 951 20th Street, #1860, Denver, CO 80202

Invoices not Prepared as Stated Above May Delay Payment Processing

We greatly appreciate your cooperation in adhering to these requirements as it will help us to process your invoice faster. Any exception to these rules may result in delayed payment as well as additional communication and coordination between our companies. The following examples lead to delays:

- Sending the same invoice multiple times.
- Sending an invoice to an email address other than accounting@illuminatecolorado.org.
- Mailing an invoice as opposed to emailing the invoice.
- Emailing an unreadable file format.
- Not including your contact information on the invoice
- Not including all required attachments.

Preferred Method of Payment

Illuminate will pay Contractors via ACH or check made payable to name on invoice and if applicable will be mailed first class (USPS) to the address on the invoice.

We're Here to Help You

For general Accounts Payable questions, contact Accounting at accounting@illuminatecolorado.org or call Linda Robinson, Finance Manager at 303-946-5822.



DEBARMENT & SUSPENSION CERTIFICATION FORM

The Board Member, Officer, Employee, Contractor Subcontractor or Sub Awardee certifies that, neither they themselves nor any owner, partner, director, officer, or principal of their business, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency,
- b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,
- c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above,

Or

- d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default,
- e) The contractor is "Actively" registered with SAMS (Service for Award Management) and has been assigned the following DUNS Number: _____ or Unique Entity ID Number 041854343

The Board Member, Officer, Employee, Contractor Subcontractor or Sub Awardee further certifies that they shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

2/13/2023

Dated this _____ day of _____ 2021

Lanie Meyers-Mireles

DIRECTOR

By: _____

Printed Name Signed by:

Title

Lanie Meyers-Mireles

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Required Signature



INSTRUCTIONS FOR CERTIFICATION

-2-

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.



7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in-order-to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

ACH Direct Deposit Authorization Form

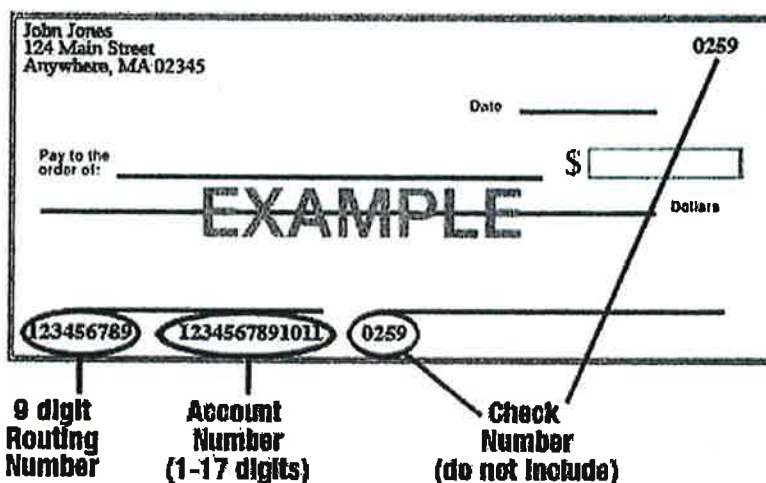
Please print and complete ALL the information below.

Organization/Individual: PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES

Address: 1001 S. MAIN ST.

City, State, Zip: LAMAR, CO 81052

Telephone: (719) 336-7486



The diagram shows a check from John Jones, 124 Main Street, Anywhere, MA 02345. The check is dated and payable to the order of. The amount is written in dollars. The word "EXAMPLE" is written across the center. At the bottom, three numbers are circled and labeled: "123456789" is labeled "9 digit Routing Number", "1234567891011" is labeled "Account Number (1-17 digits)", and "0259" is labeled "Check Number (do not include)".

Name of Bank: FRONTIER BANK

Account #: 1102164

9-Digit Routing #: 102100879

Type of Account: ☒ Checking ☐ Savings (Circle One)

Please attach a voided check for each bank account to which funds should be deposited.

Illuminate Colorado is hereby authorized to directly deposit to the account listed above. This authorization will remain in effect until I modify or cancel it in writing.

Authorized Signature: 

Authorized Personnel: Lanie Meyers-Mirales Date: 2/13/2023

Print Name

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES	
2 Business name/disregarded entity name, if different from above SAME AS ABOVE	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> </div> <div> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Other (see instructions) ► COUNTY GOVERNMENT </div> </div>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. P.O. BOX 1157	Requester's name and address (optional)
6 City, state, and ZIP code LAMAR, CO 81052	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
		-		-					
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Lanie Meyers-Mirles</i> <small>CC28495F7A9A4F7...</small>	Date ► 2/13/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12/12/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 12/5/23

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 Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2024 and ending December 31, 2024 with the following counties: Alamosa, Custer, Eagle, El Paso, Garfield, Huerfano, Jackson, La Plata, Larimer, Montezuma, Saguache, and Sedgwick and authorize Lanie Meyers-Mireles, Director of Human Services, to sign with a handwritten 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
Between
ALAMOSA COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Alamosa County, Colorado ("Alamosa County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Alamosa County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Alamosa County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Alamosa County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Alamosa County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Alamosa County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Alamosa County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Alamosa County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Alamosa County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Alamosa County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Alamosa County may request. Alamosa County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Alamosa County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	382
C/W Inquiries 90 Divided by 10	9
Total Estimated Reports	391
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	343
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 8,232.00
Estimated number of APS reports Jan 2024 – Dec 2024	110
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 2,640.00
Total Investment for Call Coverage services	\$ 10,872.00

6. Alamosa County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN ALAMOSA COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Alamosa County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Alamosa County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Alamosa County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Alamosa County. Alamosa County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Alamosa County. Alamosa County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.

3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Alamosa County's Trails Inbox. HCCC will notify Alamosa County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Alamosa County to check the pending queue and manage the final disposition of all records.
 - a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Alamosa County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Alamosa County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Alamosa County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Alamosa County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Alamosa County main Department of Human Services number. Alamosa County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Alamosa County, HCCC will transfer the call to a Alamosa County on-call designee. If the Alamosa County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Alamosa County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Alamosa County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF ALAMOSA COUNTY:

1. Alamosa County will provide an updated list of on-call Alamosa County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Alamosa County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Alamosa County will notify the HCCC of any special circumstances where Alamosa County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Alamosa County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Alamosa County.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Alamosa County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Approving Entities

Signed: 

Signed: _____

Name: Catherine Salazar

Name: _____

Title: Director

Title: _____

Entity: Alamosa

Entity: _____

State Confirmation

Date: _____

Signed: **Ann M** Digitally signed by
Ann M Williams

Name: **Williams** Date: 2023.11.27

Title: 08:25:10 -07'00'

Entity: _____

MEMORANDUM OF UNDERSTANDING

Between CUSTER COUNTY and PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Custer County, Colorado ("Custer County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Custer County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Custer County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Custer County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Custer County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Custer County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Custer County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Custer County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Custer County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Custer County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Custer County may request. Custer County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Custer County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	21
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	21
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	-27
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 0.00
Estimated number of APS reports Jan 2024 – Dec 2024	4
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 0.00
Total Investment for Call Coverage services	\$ 0.00

6. Custer County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN CUSTER COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Custer County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Custer County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Custer County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Custer County. Custer County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Custer County. Custer County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. Child Welfare Reports, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Custer County's Trails Inbox. HCCC will notify Custer County

of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Custer County to check the pending queue and manage the final disposition of all records.

- a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Custer County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Custer County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Custer County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Custer County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Custer County main Department of Human Services number. Custer County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Custer County, HCCC will transfer the call to a Custer County on-call designee. If the Custer County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Custer County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Custer County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF CUSTER COUNTY:

1. Custer County will provide an updated list of on-call Custer County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Custer County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Custer County will notify the HCCC of any special circumstances where Custer County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Custer County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Custer County.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Custer County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: Kevin V. Day
Name: KEVIN V DAY
Title: CHAIR ICC BOCC
Entity: CUSTER COUNTY

Approving Entities

Signed: _____
Name: _____
Title: _____
Entity: _____

State Confirmation

Date: _____
Signed: Ann M Williams ~~Digitally signed~~
Name: Williams ~~by Ann M Williams~~
Title: _____ ~~Date: 2023.11.20~~
Entity: _____ ~~17:04:02 -07'00'~~



Agenda Item Details

Meeting	Jan 01, 2050 - *****Signature Workflow*****
Category	B. County Manager
Subject	45. MOU with Prowers County for child welfare & adult protection hotline services
Access	Public
Type	Action
Preferred Date	Nov 15, 2023
Absolute Date	Nov 30, 2023
Fiscal Impact	Yes
Dollar Amount	21,264.00
Budgeted	Yes
Budget Source	1110-535-6595
Recommended Action	Please approve

Public Content

Prepared By: Kendra Kleinschmidt

Department: Human Services

Executive Summary: This MOU continues the partnership between Eagle County Human Services and the Hotline County Connection Center (HRCC). The HRCC is responsible for listening to referrals/reports made regarding potential child and at-risk adult maltreatment for Eagle County community members, entering the referrals into the statewide database, notifying and then transferring the referrals to the Eagle County team. The HRCC estimates completing about 831 referrals for Eagle County in the next year for an estimated total of \$21,264. The local team would not have the capacity to complete the work outlined in this MOU without requesting additional resources. It is important to note that the Eagle County children, family and adult services team maintains all decision making responsibility for these referrals.

Reviewing Attorney: Robert Wear

- **County Manager signature?:** Yes, please

Approved as
to form:

DocuSigned by:
Robert Wear
70FDA194C3BC422...

Eagle County MOU.pdf (212 KB)

Administrative Content

MEMORANDUM OF UNDERSTANDING
Between
EAGLE COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Eagle County, Colorado ("Eagle County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Eagle County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Eagle County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Eagle County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Eagle County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Eagle County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Eagle County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective October 1, 2023 for the period of 12 months, ending September 30, 2024.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Eagle County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Eagle County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Eagle County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Eagle County may request. Eagle County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Eagle County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Oct 2023 – Sept 2024	806
C/W Inquiries 250 Divided by 10	25
Total Estimated Reports	831
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	783
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 18,792.00
Estimated number of APS reports Oct 2023 – Sept 2024	103
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 2,472.00
Total Investment for Call Coverage services	\$ 21,264.00

6. Eagle County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN EAGLE COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Eagle County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Eagle County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Eagle County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Eagle County. Eagle County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Eagle County. Eagle County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Eagle County's Trails Inbox. HCCC will notify Eagle County of

a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Eagle County to check the pending queue and manage the final disposition of all records.

a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Eagle County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Eagle County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Eagle County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Eagle County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Eagle County main Department of Human Services number. Eagle County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Eagle County, HCCC will transfer the call to a Eagle County on-call designee. If the Eagle County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Eagle County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Eagle County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF EAGLE COUNTY:

1. Eagle County will provide an updated list of on-call Eagle County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Eagle County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Eagle County will notify the HCCC of any special circumstances where Eagle County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Eagle County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Eagle County.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Eagle County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed:  E7639544A328424

Name: Jeff Shroll

Title: County Manager

Entity: Eagle County Government

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

State Confirmation

Date: _____ Digitally signed by Ann M Williams

Signed: **Ann M Williams** Date: 2023.11.07 16:02:24 -07'00'

Name: **Williams**

Title: _____

Entity: _____

MEMORANDUM OF UNDERSTANDING

Between
EL PASO COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and El Paso County, Colorado ("El Paso County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and El Paso County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and El Paso County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in El Paso County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of El Paso County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. El Paso County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so El Paso County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 "Other CW" calls will equal 1 report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, "Other CW", and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. El Paso County is allocated 4 free reports, child abuse/neglect or APS reports, each month for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including El Paso County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, El Paso County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as El Paso County may request. El Paso County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to El Paso County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	5,284
C/W Inquiries 2,000 Divided by 10	200
Total Estimated Reports	5,484
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	5,436
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 130,464.00
Estimated number of APS reports Jan 2024 – Dec 2024	88
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 2,112.00
Total Investment for Call Coverage services	\$ 132,576.00

6. El Paso County will be billed quarterly for actual number of reports taken, less the allotted reports 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN EL PASO COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and El Paso County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for El Paso County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all the after-hours calls for El Paso County. After-Hours is defined as any time outside of normal business operating hours, including week-ends and holidays.
2. All next step decisions regarding Hotline call records will be left to the discretion of El Paso County. El Paso County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. **Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to El Paso County's Trails Inbox. HCCC will notify El Paso County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume

7 Rules). It will be the responsibility of El Paso County to check the pending queue and manage the final disposition of all records.

- a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by El Paso County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify El Paso County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to El Paso County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of El Paso County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the El Paso County main Department of Human Services number. El Paso County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from El Paso County, HCCC will transfer the call to an El Paso County on-call designee. If the El Paso County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. El Paso County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to El Paso County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF EL PASO COUNTY

1. El Paso County will provide an updated list of on-call El Paso County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is the El Paso County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. El Paso County will notify the HCCC of any special circumstances where El Paso County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) El Paso County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by El Paso County.

GENERAL PROVISIONS

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. El Paso County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: *Cami Bremer*
Name: Cami Bremer
Title: Chair, Board of County Commissioners
Entity: El Paso County

Approving Entities

Signed: _____
Name: _____
Title: _____
Entity: _____

State Confirmation

Date: _____
Signed: Ann M Williams Digitally signed by
Name: Ann M Williams
Title: Williams Date: 2023.12.05
Entity: _____ 08:22:16 -07'00'

MEMORANDUM OF UNDERSTANDING
Between
GARFIELD COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Garfield County, Colorado ("Garfield County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Garfield County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Garfield County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Garfield County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Garfield County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Garfield County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Garfield County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Garfield County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Garfield County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Garfield County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Garfield County may request. Garfield County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Garfield County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	1,395
C/W Inquiries 470 Divided by 10	47
Total Estimated Reports	1,442
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	1,394
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 33,456.00
Estimated number of APS reports Jan 2024 – Dec 2024	256
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 6,144.00
Total Investment for Call Coverage services	\$ 39,600.00

6. Garfield County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN GARFIELD COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Garfield County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Garfield County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Garfield County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Garfield County. Garfield County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Garfield County. Garfield County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.

3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Garfield County's Trails Inbox. HCCC will notify Garfield County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Garfield County to check the pending queue and manage the final disposition of all records.
 - a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Garfield County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Garfield County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Garfield County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Garfield County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Garfield County main Department of Human Services number. Garfield County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Garfield County, HCCC will transfer the call to a Garfield County on-call designee. If the Garfield County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Garfield County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Garfield County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF GARFIELD COUNTY:

1. Garfield County will provide an updated list of on-call Garfield County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Garfield County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Garfield County will notify the HCCC of any special circumstances where Garfield County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Garfield County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Garfield County.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Garfield County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: _____
Name: _____
Title: _____
Entity: _____

State Confirmation

Date: _____
Signed: **Ann M** Digitally signed
Name: **Williams** by Ann M
Title: **Williams** Williams
Date: 2023.12.04
Entity: _____ 14:49:20 -07'00'

Approving Entities

Signed: _____
Name: **John Martin**
Title: **Chair Board**
Entity: **Garfield County**



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: November 14, 2023

ITEM NAME: Powers County Hotline County Connection Center Agreement

SUBMITTED BY: Dreama Ortivez

SUMMARY: This is a memorandum of understanding between Huerfano County and Prowers County for Prowers' Hotline County Connection Center to answer and process Child Welfare and Adult Protective Services Calls. The agreement is effective from January 1, 2024 to December 31, 2024 and the estimated total cost is \$2,256

RECOMMENDATION: Motion to approve the MOU with Prowers County for services from the Hotline County Connection Center.

BACKGROUND: As of right now when a hotline call comes in on the hotline a worker has to stop what they are doing to take the call and then the call needs to be typed into the system. These screens can be very time consuming and usually take anywhere from 45 minutes to 1 hour depending on the situation. When workers are out in the field someone has to log into the hotline to take calls. However, this can be a barrier to ensuring that the worker is able to completely focus and engage with the situation at hand.

There are many times we are getting multiple calls at the same time and with the HCCC taking our calls they will put everything into the system for us. We will then get an email stating that we have a new referral, which at that point our unit will handle it from there.

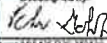
BOARD ACTION TAKEN:

☒ APPROVED

☐ DENIED

☐ OTHER

SIGNATURE OF THE CHAIR:
NOTES:

Decided by:

Chair #00000000000000000000000000000000

3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Huerfano County's Trails Inbox. HCCC will notify Huerfano County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Huerfano County to check the pending queue and manage the final disposition of all records.
 - a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Huerfano County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Huerfano County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Huerfano County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Huerfano County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Huerfano County main Department of Human Services number. Huerfano County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Huerfano County, HCCC will transfer the call to a Huerfano County on-call designee. If the Huerfano County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Huerfano County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Huerfano County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF HUERFANO COUNTY:

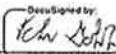
1. Huerfano County will provide an updated list of on-call Huerfano County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Huerfano County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Huerfano County will notify the HCCC of any special circumstances where Huerfano County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Huerfano County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Huerfano County.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Huerfano County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
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9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed:  _____
 Name: John Galusha _____
 Title: Chairman _____
 Entity: Huerfano County _____

Approving Entities

Signed: _____
 Name: _____
 Title: _____
 Entity: _____

State Confirmation

Date: _____
 Signed: Ann M _____
 Name: Williams _____
 Title: Williams _____
 Entity: _____

Digitally signed
 by Ann M
 Williams
 Date: 2023.12.04
 09:32:27 -07'00'

MEMORANDUM OF UNDERSTANDING

Between
JACKSON COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Jackson County, Colorado ("Jackson County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Jackson County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Jackson County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Jackson County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Jackson County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Jackson County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Jackson County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Jackson County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Jackson County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Jackson County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Jackson County may request. Jackson County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Jackson County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	20
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	20
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	-28
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 0.00
Estimated number of APS reports Jan 2024 – Dec 2024	1
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 0.00
Total Investment for Call Coverage services	\$ 0.00

6. Jackson County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

**JOINT RESPONSIBILITIES SHARED BETWEEN JACKSON COUNTY AND PROWERS COUNTY
HCCC:**

1. Both Prowers County and Jackson County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Jackson County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Jackson County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Jackson County. Jackson County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Jackson County. Jackson County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.

3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Jackson County's Trails Inbox. HCCC will notify Jackson County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Jackson County to check the pending queue and manage the final disposition of all records.
 - a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Jackson County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Jackson County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Jackson County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Jackson County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Jackson County main Department of Human Services number. Jackson County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Jackson County, HCCC will transfer the call to a Jackson County on-call designee. If the Jackson County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Jackson County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Jackson County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF JACKSON COUNTY:

1. Jackson County will provide an updated list of on-call Jackson County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Jackson County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Jackson County will notify the HCCC of any special circumstances where Jackson County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Jackson County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Jackson County.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Jackson County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: [Signature]
Name: Coby Corrie
Title: Chair - Jackson County
Entity: Board of County Commissioners

Approving Entities

Signed: _____
Name: _____
Title: _____
Entity: _____

State Confirmation

Date: _____ Digitally signed
Signed: Ann M by Ann M
Name: Williams Williams
Title: Williams Date: 2023.11.20
Entity: _____ 17:05:11 -07'00'

MEMORANDUM OF UNDERSTANDING
Between
LA PLATA COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and La Plata County, Colorado ("La Plata County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and La Plata County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and La Plata County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in La Plata County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of La Plata County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. La Plata County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so La Plata County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. La Plata County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including La Plata County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, La Plata County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as La Plata County may request. La Plata County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to La Plata County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	1,074
C/W Inquiries 470 Divided by 10	47
Total Estimated Reports	1,121
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	1,073
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 25,752.00
Estimated number of APS reports Jan 2024 – Dec 2024	230
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 5,520.00
Total Investment for Call Coverage services	\$ 31,272.00

6. La Plata County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN LA PLATA COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and La Plata County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for La Plata County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for La Plata County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of La Plata County. La Plata County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of La Plata County. La Plata County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.

3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to La Plata County's Trails Inbox. HCCC will notify La Plata County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of La Plata County to check the pending queue and manage the final disposition of all records.
 - a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by La Plata County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify La Plata County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to La Plata County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of La Plata County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the La Plata County main Department of Human Services number. La Plata County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from La Plata County, HCCC will transfer the call to a La Plata County on-call designee. If the La Plata County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. La Plata County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to La Plata County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF LA PLATA COUNTY:

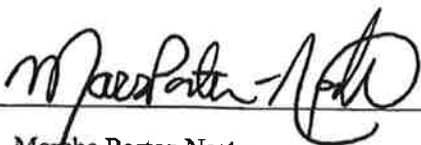
1. La Plata County will provide an updated list of on-call La Plata County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is La Plata County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. La Plata County will notify the HCCC of any special circumstances where La Plata County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) La Plata County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by La Plata County.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. La Plata County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: 
Name: Marsha Porter-Norton
Title: Chair
Entity: Board of County Commissioners

Approving Entities

Signed: _____
Name: _____
Title: _____
Entity: _____

State Confirmation

Date: _____
Signed: Ann M Williams Digitally signed
Name: Ann M Williams by Ann M
Title: Williams Date: 2023.11.20
Entity: _____ 17:06:45 -07'00'

INTERGOVERNMENTAL AGREEMENT
Between
LARIMER COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Intergovernmental Agreement ("IGA") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Larimer County, Colorado ("Larimer County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Larimer County shall jointly be referred to as the "Parties."

PURPOSE:

1. This IGA is developed in partnership between Prowers County and Larimer County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Larimer County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and Adult Protective Services ("APS") related hotline calls on behalf of Larimer County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this IGA as they relate to Call Coverage Services. Larimer County will perform the tasks identified in the IGA to assist the HCCC with successfully receiving the Hotline calls so Larimer County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of IGA:
 - a. This IGA becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
 - b. The parties shall notify each other at least 30 days prior to expiration of the IGA to execute an extension, if agreeable to the Parties.
2. Amendments:
 - a. The Parties may request changes to this IGA, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this IGA shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the IGA upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this IGA, 10 "Other CW" calls will equal 1 report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, "Other CW", and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Larimer County is allocated 4 free reports, child abuse/neglect or APS reports, each month for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this IGA. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Larimer County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Larimer County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the IGA.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Larimer County may request. Larimer County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Larimer County per the terms of the IGA are:

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	1,504
C/W Inquiries 240 Divided by 10	24
Total Estimated Reports	1,528
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	1,480
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 35,520.00
Estimated number of APS reports Jan 2024 – Dec 2024	372
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 8,928.00
Total Investment for Call Coverage services	\$ 44,448.00

6. Larimer County will be billed quarterly for actual number of reports taken, less the allotted reports 12 reports of any type per quarter.

**JOINT RESPONSIBILITIES SHARED BETWEEN LARIMER COUNTY AND PROWERS COUNTY
HCCC:**

1. Both Prowers County and Larimer County acknowledge that the State of Colorado Department of Human Services must approve this IGA prior to final execution.
2. This IGA was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Larimer County.
3. Both parties understand that nothing in this IGA supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal law.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all the after-hours calls for Larimer County. After-Hours is defined as any time outside of normal business operating hours, including week-ends and holidays.
2. All next step decisions regarding Hotline call records will be left to the discretion of Larimer County. Larimer County will be responsible to complete a review of all information in THA ("Trails Hotline Application") and Trails to ensure appropriate disposition.
3. **Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Larimer County's Trails Inbox. HCCC will notify Larimer County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume

7 Rules). It will be the responsibility of Larimer County to check the pending queue and manage the final disposition of all records.

- a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Larimer County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Larimer County while information is being entered into the THA or the Colorado Adult Protection System ("CAPS").
5. **Information and Referral (non-CW)** calls will be sent to Larimer County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Larimer County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Larimer County main Department of Human Services number. Larimer County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Larimer County, HCCC will transfer the call to a Larimer County on-call designee. If the Larimer County on-call designee is not available, HCCC will take a message and continue to make attempts to notify Larimer County until a representative is reached. If appropriate, the HCCC will take a report while notifying Larimer County.
7. **APS reports** will be documented in the CAPS and in the THA. Once complete, the record will be transferred to Larimer County's Pending Incoming Hotline Queue. Larimer County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify Larimer County of the call.
 - b. Notification to Larimer County that an APS report has been taken by the HCCC will be made by email to cdhs_hotline_larimer@state.co.us during both open and after-hours.

GENERAL RESPONSIBILITIES OF LARIMER COUNTY

1. Larimer County will provide an updated list of on-call Larimer County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Larimer County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Larimer County will notify the HCCC of any special circumstances where Larimer County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Larimer County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Larimer County.

GENERAL PROVISIONS

1. This IGA is not intended to create any agency or employment relationships between the Parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this IGA or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This IGA and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.

5. The Parties to this IGA are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Larimer County shall immediately notify Prowers County should funding under this IGA fail to be appropriated in such instance, in which case either party may immediately terminate this IGA.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the IGA can be finalized.
7. All signatories have the appropriate delegation of authority to sign this IGA.
8. This IGA is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this IGA is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this IGA shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person or entity on such IGA. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this IGA shall be deemed to be incidental beneficiaries only.
10. Each party agrees to be responsible for its own liability incurred as a result of its participation in this IGA. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this IGA. No provision of this IGA shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: Thad Paul
Name: Thad Paul
Title: Child, Youth Family Division Manager
Entity: Larimer County DHS

Approving Entities

Signed: _____
Name: _____
Title: _____
Entity: _____

State Confirmation

Date: _____
Signed: Ann M Digitally signed by
Name: Williams Ann M Williams
Title: _____ Date: 2023.12.05
Entity: _____ 08:26:22 -07'00'

MEMORANDUM OF UNDERSTANDING
Between
MONTEZUMA COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Montezuma County, Colorado ("Montezuma County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Montezuma County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Montezuma County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Montezuma County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Montezuma County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Montezuma County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Montezuma County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Montezuma County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Montezuma County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Montezuma County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Montezuma County may request. Montezuma County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Montezuma County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	369
C/W Inquiries 120 Divided by 10	12
Total Estimated Reports	381
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	333
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 7,992.00
Estimated number of APS reports Jan 2024 – Dec 2024	97
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 2,328.00
Total Investment for Call Coverage services	\$ 10,320.00

6. Montezuma County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN MONTEZUMA COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Montezuma County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Montezuma County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Montezuma County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Montezuma County. Montezuma County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Montezuma County. Montezuma County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.

3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Montezuma County's Trails Inbox. HCCC will notify Montezuma County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Montezuma County to check the pending queue and manage the final disposition of all records.
 - a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Montezuma County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Montezuma County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Montezuma County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Montezuma County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Montezuma County main Department of Human Services number. Montezuma County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Montezuma County, HCCC will transfer the call to a Montezuma County on-call designee. If the Montezuma County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Montezuma County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Montezuma County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF MONTEZUMA COUNTY:

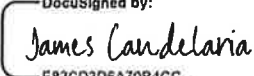
1. Montezuma County will provide an updated list of on-call Montezuma County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Montezuma County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Montezuma County will notify the HCCC of any special circumstances where Montezuma County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Montezuma County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Montezuma County.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Montezuma County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

DocuSigned by:

 Signed: James Candelaria
 Name: James Candelaria
 Title: Chairman of BOCC
 Entity: Montezuma County

Approving Entities

Signed: _____
 Name: _____
 Title: _____
 Entity: _____

State Confirmation

Date: _____
 Signed: Ann M Williams Digitally signed
 Name: Williams by Ann M
 Title: Williams Date: 2023.11.27
 Entity: _____ 08:22:48 -07'00'

MEMORANDUM OF UNDERSTANDING
Between
SAGUACHE COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Saguache County, Colorado ("Saguache County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Saguache County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Saguache County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Saguache County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Saguache County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Saguache County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Saguache County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Saguache County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Saguache County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Saguache County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Saguache County may request. Saguache County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Saguache County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	164
C/W Inquiries 40 Divided by 10	4
Total Estimated Reports	168
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	120
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 2,880.00
Estimated number of APS reports Jan 2024 – Dec 2024	47
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 1,128.00
Total Investment for Call Coverage services	\$ 4,008.00

6. Saguache County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN SAGUACHE COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Saguache County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Saguache County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Saguache County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Saguache County. Saguache County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Saguache County. Saguache County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.

3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Saguache County's Trails Inbox. HCCC will notify Saguache County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Saguache County to check the pending queue and manage the final disposition of all records.
 - a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Saguache County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Saguache County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Saguache County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Saguache County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Saguache County main Department of Human Services number. Saguache County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Saguache County, HCCC will transfer the call to a Saguache County on-call designee. If the Saguache County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Saguache County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Saguache County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF SAGUACHE COUNTY:

1. Saguache County will provide an updated list of on-call Saguache County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Saguache County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Saguache County will notify the HCCC of any special circumstances where Saguache County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Saguache County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Saguache County.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Saguache County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: *Elyne Thompson*
Name: ELYNE THOMPSON
Title: COMMISSIONER (CHAIR)
Entity: SAGUACHE

State Confirmation

Date: _____
Signed: Ann M Digitally signed
Name: Williams by Ann M
Title: Williams Williams
Date: 2023.11.13
Entity: _____
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Approving Entities

Signed: *Christina Wilson*
Name: CHRISTINA WILSON
Title: DIRECTOR
Entity: SAGUACHE OSS

MEMORANDUM OF UNDERSTANDING
Between
SEDGWICK COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Sedgwick County, Colorado ("Sedgwick County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Sedgwick County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Sedgwick County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Sedgwick County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Sedgwick County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Sedgwick County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Sedgwick County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Sedgwick County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Sedgwick County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Sedgwick County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Sedgwick County may request. Sedgwick County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Sedgwick County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	20
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	20
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	-28
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 0.00
Estimated number of APS reports Jan 2024 – Dec 2024	6
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 0.00
Total Investment for Call Coverage services	\$ 0.00

6. Sedgwick County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN SEDGWICK COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Sedgwick County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Sedgwick County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Sedgwick County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Sedgwick County. Sedgwick County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Sedgwick County. Sedgwick County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.

3. Child Welfare Reports, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Sedgwick County's Trails Inbox. HCCC will notify Sedgwick County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Sedgwick County to check the pending queue and manage the final disposition of all records.
 - a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Sedgwick County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Sedgwick County while information is being entered into the THA or CAPS.
5. Information and Referral (non-CW) calls will be sent to Sedgwick County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Sedgwick County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Sedgwick County main Department of Human Services number. Sedgwick County can request a brief synopsis.
6. If HCCC receives a call from law enforcement or medical personnel that requires immediate response from Sedgwick County, HCCC will transfer the call to a Sedgwick County on-call designee. If the Sedgwick County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. APS reports will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Sedgwick County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Sedgwick County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF SEDGWICK COUNTY:


1. Sedgwick County will provide an updated list of on-call Sedgwick County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Sedgwick County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Sedgwick County will notify the HCCC of any special circumstances where Sedgwick County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Sedgwick County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Sedgwick County.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Sedgwick County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: 
Name: Howard McCormick
Title: Pro Tem Chairman
Entity: Sedgwick County Commissioners

Approving Entities

Signed: _____
Name: _____
Title: _____
Entity: _____

State Confirmation

Date: _____
Signed: Ann M Digitally signed
Name: Williams by Ann M
Title: Williams Date: 2023.11.27
Entity: _____ 08:20:14 -07'00'

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12-5-2023

Submitter: Gary Harbert, VA Service Officer

Submitted to the County Administration Office on: 12-5-2023

Return Originals to: 2

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Colorado Division of Veterans Affairs County Application for Semiannual Payment, SFY 2023-2024 for Prowers County.

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):



Colorado Division of Veterans Affairs

County Application for Semiannual Payment

State Fiscal Year 2023-2024

County:

Pay Period

☐

July-December

☐

January-June

In compliance with C.R.S. § 28-5-707 and for the purpose of semiannual payment, we hereby state and certify the amount our Board of Commissioners has authorized to be disbursed in support of our county veterans service office for the period covered by this application.

A budget or other attachment may be included, or please provide details here:

We acknowledge that this application for payment is due semiannually no later the 10th day of January and July respectively, and the lack of timely submission can result a missed payment.

County Commissioner or Designee

Date

Please return this form no later than the 10th of January or July to:

Colorado Division of Veterans Affairs

cdvainfo@dmva.state.co.us

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 12-12-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 12-05-2023

Return Originals to: Jana Coen & Administration Office

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of 2024 Ambulance License, Number 2024- 2, and Permit Numbers, 2024-21 and 2024-22 for Holly Ambulance Service.

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):

COUNTY OF PROWERS

AMBULANCE LICENSE

This is to certify that the Holly Ambulance of Holly, Colorado has been granted Prowers County Ambulance License Number 2024-2 to operate an ambulance service for the period from January 1, 2024 through December 31, 2024, unless this license is sooner revoked as provided by law.

Issued at Lamar, Colorado this 12th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____

Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

COUNTY OF PROWERS

AMBULANCE PERMIT

This permit expires: December 31, 2024.

Permit No. 2024-21

This is to certify that Holly Ambulance of Holly, Colorado has been granted
Prowers County Ambulance License Number 2024-2 for the period January 1, 2024 through
December 31, 2024, and in compliance with C.R.S. 25-3.5-302 this permit is issued for the
following vehicle:

2003 E450 Ford
VIN # 1FDXE45F13HA86330

Issued at Lamar, Colorado this 12th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

COUNTY OF PROWERS

AMBULANCE PERMIT

This permit expires: December 31, 2024.

Permit No. 2024-22

This is to certify that Holly Ambulance of Holly, Colorado has been granted

Prowers County Ambulance License Number 2024-2 for the period January 1, 2024 through

December 31, 2024, and in compliance with C.R.S. 25-3.5-302 this permit is issued for the

following vehicle:

2019 E450 Ford

VIN # 1FDUF4HT8KEF84820

Issued at Lamar, Colorado this 12th day of December 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12-12-2023

Submitter: Mark Westhoff, County Administrator

Submitted to the County Administration Office on: 12-5-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: 01/0 /2024

Item Title/Recommended Board Action:

Consider approval of Purchase of Services Contract between the Board of County Commissioners of Prowers County and Mirage Technologies for IT Services for a term of January 1, 2024 through December 31, 2024.

Justification or Background:

Mirage Technologies currently provides IT contracting services to Prowers County and has provided a contract to continue those services in 2024.

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

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

Approved by the County Attorney on: 12-6-2023

Additional Approvals (if required):

**PURCHASE OF SERVICES CONTRACT
PROWERS COUNTY, COLORADO**

THIS CONTRACT entered into effective the 1st day of January, 2024 by and between by and between the Board of County Commissioners of Prowers County ("County"), and **Mirage Technologies**, FEIN #81-1900227 , with address for notice of 1006 South Main Street, Lamar, CO 81052 ("Contractor").

WITNESSETH,

Whereas, the parties wish to enter into an Independent Contractor Agreement whereby Contractor will furnish certain services to Prowers County upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Term. This contract will be effective from January 1st, 2024, date until December 31, 2024. Notwithstanding the provisions of this paragraph 1, either party to this Agreement may terminate this Agreement upon 30-day's written notice to the other party.

2. Services by Independent Contractor. Independent Contractor agrees to provide IT support, computer maintenance, troubleshooting and support, networking maintenance, troubleshooting and support for Prowers County's staff on an on-call basis at times and locations designated by Prowers County.

3. Contract Price. Prowers County will pay Independent Contractor at the rate of \$65.00 per hour for Contractor's actual time provided during standard time between 6:00 a.m. and 6:00 p.m. and at the rate of \$75.00 per hour for Contractor's actual time provided during off-hour time between 6:00 p.m. and 6:00 a.m. Any days Prowers County deems as required for Contractor to remain on call will be billed at the agreed upon rates with a minimum of \$150.00 per day.

4. Taxes. Independent Contractor understands that Independent Contractor is obligated to pay all federal and state income tax on all money earned while performing services for Prowers County.

5. Indemnify. Independent Contractor agrees to indemnify and hold harmless Prowers County from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of such claims or actions. Independent Contractor waives any and all claims against Prowers County.

6. Insurance. It is understood that Independent Contractor will furnish its own insurance and will not be eligible for insurance maintained by Prowers County for its employees, including health insurance, workers' compensation insurance, unemployment insurance, life insurance and all other benefits afforded employees.

7. Independent Contractor. Independent Contractor certifies under penalty of perjury that it is an independent contractor and is not an employee of Prowers County. Independent Contractor further certifies that Prowers County does not require Independent Contractor to work only for Prowers County, Prowers County does not establish a quality standard for the individual except that Prowers County may provide plans and specifications regarding work but cannot oversee the actual work or instruct Independent Contractor as to how work will be performed, Prowers County does not pay Individual Contractor a salary or an hourly rate but rather a fixed or contract rate as above set forth, Prowers County does not terminate the work of the service provided during the contract period unless Independent Contractor violates the terms of this contract or fails to produce a result that meets the specifications of this contract, Prowers County does not provide any training for Independent Contractor, Prowers County does not provide tools or benefits to Independent Contractor except that materials and equipment may be supplied, Prowers County does not dictate the time of performance except that a completion schedule and a range of agreeable work hours may be established, Prowers County does not pay Independent Contractor personally but rather payments will be made to the trade or business name of Independent Contractor and Prowers County does not combine the business operations in any way with Independent Contractor's business operations instead of maintaining all such operations separately and distinctly. Independent Contractor further understands that in the event of injury Independent Contractor will not be entitled to any workers' compensation benefits and that Independent Contractor is required to provide Workers' Compensation Insurance for it and for all workers that Independent Contractor hires. Proof of coverage of Workers' Compensation Insurance shall be provided by Independent Contractor to Prowers County upon execution hereof. Independent Contractor agrees to execute any documents which may be required by the Workers' Compensation Insurance carrier of Prowers County to certify this Independent Contractor Agreement.

The Contractor shall perform its duties hereunder as an Independent Contractor and not as an employee, neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of Owner. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by Owner pursuant to this contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that Owner does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind Owner to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by Owner) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

8. Special Provisions. Independent Contractor agrees not to assign any provision of this contract to a subcontractor, unless approved in writing in advance by Prowers County, and to provide Prowers County with reports and maintain records on the provision of services.

9. Warranties of Contractor. Contractor represents and warrants that it will perform the work with reasonable care and skill, and that the services and materials provided by Contractor to Prowers County pursuant to this Agreement will not infringe on or violate any intellectual property rights or other right of any third party.

10. Termination. Either party may terminate this contract with or without cause at any time. In the event of such termination, Independent Contractor will be paid for its services to the date of termination.

11. Statutory County. Prowers County, Colorado, which is a statutory county in the State of Colorado, reserves all rights as a statutory entity, including governmental immunity as provided by law.

12. Assignment. Company may not assign this contract without the written consent of Prowers County.

13. Venue. Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Lamar, Colorado, and the court shall award to Prowers County, if it is the substantially prevailing party, its attorney fees, expert witness fees, court costs and any other litigation expense.

14. Appropriation. Any monetary obligation of Prowers County payable after the current fiscal year is subject to appropriation as provided by law.

15. Public Record. In the event Prowers County receives a public records demand pursuant to the Colorado Open Records Act for copies of documents which are or may be confidential, or may otherwise be subject to non-disclosure, Prowers County shall give written notice by facsimile and/or email to Company. Company shall notify Prowers County in writing by facsimile and/or email within 3 working days of notification if any documents requested as a public record should not be disclosed. The Company shall indemnify and hold harmless Prowers County as provided in Paragraph 6 for any public record requests where the Company requests Prowers County not to disclose such records.

16. Illegal Aliens. Company certifies that Company shall comply with the provisions of C.R.S. 8-17.5-101 et seq. Company shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Company that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Company represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). Company shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by Colorado Department of Labor and Employment. If Company fails to comply with any requirement of this provision or C.R.S. 8-17.5-101 et seq., Prowers County may terminate this contract for breach and Company shall be liable for actual and consequential damages to Prowers County.

17. Officials Not To Benefit. No official or employee of Prowers County shall directly or indirectly receive or be paid any share or part of this Agreement or any benefit that may arise therefore in violation of Article 29 of the Colorado Constitution. Company warrants that it has not retained any company or person (other than a bona fide employee working solely for Company) to solicit or secure this Agreement, and that Company has not paid or agreed to pay to any company

or person, (other than a bona fide employee working for Company), any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to Company. Upon discovery of any breach or violation of this provision, Prowers County shall have the right to terminate this Agreement.

18. Confidentiality. Neither party to this Agreement shall use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. The obligation will not apply to information which the recipient can provide was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

19. Binding Effect. This Agreement is binding upon the parties and their respective successors and permitted assigns. This Agreement is only for the benefit of the parties hereto, and no third party shall have any right, claim or interest hereunder. There is no implied covenant of good faith and fair dealing in this Agreement, rather it will be enforced as written.

BOARD OF COMMISSIONERS,
PROWERS COUNTY, COLORADO

INDEPENDENT CONTRACTOR:

By _____
Ron Cook, Chairman

By 
Contractor's Signature

Date signed: 12/5/23

By _____
Wendy Buxton-Andrade, Vice-Chairman

By _____
Tom Grasmick, Commissioner

ATTEST:

By _____
Jana Coen, Clerk

Date signed: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12/12/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 12/6/2023

Return Originals to: N/A

Number of originals to return to Submitter: 0

Contract Due Date:

Item Title/Recommended Board Action: Consider ratifying 12/6 email poll approval of letter to Governor Jared Polis regarding property taxes.

Justification or Background:

Fiscal Impact:

Approved by the County Attorney on: N/A

Additional Approvals (if required): N/A

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

THANK YOU!



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

December 6, 2023

Governor Jared Polis
200 E. Colfax Avenue
Denver, Colorado 80203

Dear Governor Polis:

The Board of County Commissioners of Prowers County would like to take this opportunity to share our concerns about your call to local governments to lower property taxes. As you are aware, rural Colorado faces different challenges as compared to the Denver-Metro area. Additionally, not all rural areas of the state are the same. The challenges on the Eastern Plains are different than the Western Slope or rural resort communities.


Our constituents live here because they love living in a less populated area of the state. While property taxes have increased dramatically on the Front Range and in other areas of Colorado, we have not seen such increases in Prowers County. We manage our budget to be fiscally responsible while providing essential services, such as transportation, infrastructure and public safety, to our people. We are not in a position to lower our mill levy without cutting essential services.

The state, including you, Mr. Governor, had the chance to lower property taxes throughout Colorado, for our shared constituents. You should have listened to the voices of the people when they overwhelmingly voted "No" on Proposition HH and delivered real solutions that help families in Prowers County. We are beyond disappointed that the special session offered little tax relief and no bipartisanship since we all know that property tax is not a partisan issue. As we work to find a way to fund essential services with limited resources in our small, rural county for next year, we hope that you will give serious consideration to the impacts of your policies on our residents. Not all of Colorado is the same and local governments must be treated as partners in finding long-term solutions that positively impact our people in all parts of the state.

The people of Prowers County deserve better and we will always advocate for their interests.

Sincerely,

Board of County Commissioners for Prowers County, Colorado



Ron Cook, Chair



Wendy Buxton-Andrade, Vice-Chair



Thomas Grasmick, Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12/12/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 12/6/2023

Return Originals to: N/A

Number of originals to return to Submitter: 0

Contract Due Date:

Item Title/Recommended Board Action: Consider approval of Independent Contractor Agreement for County Attorney Services between the Board of County Commissioners of Prowers County and Rose F. Pugliese, LLC for legal services with the County for a term of January 1, 2024 through December 31, 2024.

Justification or Background:

Fiscal Impact:

Approved by the County Attorney on: N/A

Additional Approvals (if required): N/A

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

THANK YOU!

INDEPENDENT CONTRACTOR AGREEMENT FOR COUNTY ATTORNEY SERVICES

This Agreement is entered into on the ___ day of December, 2023, by and between the **Board of County Commissioners, Prowers County, Colorado**, located at 301 S. Main Street, #215, Lamar, Colorado 81052 (hereinafter referred to as “the County”), and **Rose F. Pugliese, LLC**, located at 9235 N. Union Blvd., Suite 150, #128, Colorado Springs, Colorado 80920 (hereinafter referred to as the “Attorney”). The County and the Attorney may each be referred to as “a Party” or collectively referred to as “the Parties.”

WHEREAS, the Board desires to retain the Attorney to perform contract legal services for the County, in accordance with the terms of this Agreement; and

WHEREAS, the Attorney desires to perform contract legal services, as an independent contractor, for the County.

NOW, THEREFORE, in consideration of the mutual promises made herein, the Parties agree as follows:

- 1. Legal Services:** The Attorney agrees to represent the County in any and all legal matters, as directed by the County, including, but not limited to, all court appearances, review contracts and advise the County; prepare Resolutions; draft Memorandum and other legal opinions; advise the County on personnel matters; advise on all land use and zoning matters, including 1041 Regulations; and prepare any and all other documentation, as needed, for the County (the “Legal Services”).
 - a. The Parties acknowledge and agree that “the County” is the client and “the County” shall mean a majority of the County Commissioners. The Attorney shall consult with each of the County Commissioners before proceeding on a matter.
 - b. The Attorney shall meet with the County at least two (2) times each month, unless otherwise directed by the County.
 - c. The Attorney shall meet with elected officials, department heads and any other County employees, as directed by the County.
 - d. The Attorney shall maintain files, which shall be the property of the County, and stored on County property.
 - e. The Attorney shall work cooperatively with the County, elected officials, department heads and other employees, the courts, and state and federal agencies to ensure compliance with all county, local, state and federal regulations, policies and statutes.
 - f. Any legal work outside of the Legal Services listed above shall require a separate contract.
- 2. Compensation:** The County shall pay the Attorney a flat rate of Eight Thousand Dollars (\$8,000.00) per month, from budgeted funds, during the term of this Agreement, to perform the legal services as outlined above. A bill shall be provided to the County each month. The Attorney acknowledges and agrees that the County shall **NOT** be responsible for reimbursement for mileage, meals or lodging. Payment to the Attorney shall be made by

the first of each month, commencing in January of 2024 and until the termination of this Agreement.

3. **Additional Expenses:** All expenses of legal services, including, by not limited to: Court filing fees, expert witness fees, process service fees, witness fees and mileage expense of witnesses, conference call lines or zoom shall **NOT** be included in the Attorney's Compensation. Any other expenses would require prior authorization by the County.
4. **Term:** The Term of this Agreement shall be one (1) year, commencing on January 1, 2024 and ending on December 31, 2024; however, either party may terminate this Agreement upon sixty (60) days' written notice to the other party.

5. **Relationship of the Parties:**

- a. **Binding Authority.** The Attorney does not have the authority to bind the County to any contracts or commitments without the County's written consent.
- b. **Independent Contractor.** The Attorney is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party. The County shall provide an IRS Form 1099 to report payment of services rendered.
- c. **Non-Exclusivity.** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties. The Attorney may accept other employment and/or contracts without limit, as long as the Attorney is able to fulfill the terms of this Agreement.
- d. **Ownership.** All work product created by the Attorney in connection with performing the Legal Services is the exclusive property of the County and the County is free to use the work product without any restrictions.

6. **Confidentiality**

The Attorney understands she will have access to the Client's confidential information. The Attorney agrees to use the County's confidential information solely for the purpose of performing the Legal Services. The Attorney agrees not to share the County's confidential information with anyone else, unless required by law. The County's obligation to maintain confidentiality will survive termination of this Agreement and will remain in effect indefinitely.

7. **Dispute Resolution**

- a. **Negotiation.** In the event of a dispute, the Parties agree to first work towards a resolution through good faith negotiation.
- b. **Mediation.** Either Party may initiate mediation in lieu of litigation, in the State of Colorado.
- c. **Litigation and Choice of Law.** If litigation is necessary, this Agreement will be interpreted based on the laws of the State of Colorado, regardless of any conflict of law issues that may arise. The Parties agree the dispute will be resolved at a court of competent jurisdiction in the County of Prowers, State of Colorado.
- d. **Attorneys' Fees.** The prevailing party may recover its attorneys' fees and other reasonable costs for a dispute resolved by mediation or litigation.

8. **General**

- a. **Amendments.** This Agreement may be modified as needed. To make a modification, the Parties have to agree to the modification in writing in the form of an amendment. The terms of this Agreement will apply to any amendment made unless otherwise stated in the amendment.

- b. **Assignment.** The Parties may not assign the responsibilities they have under this Agreement to a third-party; however, should the Attorney merge with another firm, the Attorney shall have the right to assign the Agreement to such firm. The Attorney shall not assign the performance of the legal services, as outlined in this Agreement, to another attorney or firm.
- c. **Attachments.** All attachments are expressly incorporated as an integral part of this Agreement.
- d. **Complete Contract.** This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties, whether they were made before or after signing this Agreement. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.
- e. **Indemnification.** The Parties agree to indemnify, and hold harmless, one another and from and against all claims, damages, losses and expenses arising out of, or resulting from, acts or omissions of a Party. The Attorney shall maintain professional liability insurance with at least \$1,000,000 coverage per event.
- f. **Severability.** If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.
- g. **Standard of Performance.** The Attorney acknowledges and represents that she has the necessary training, experience, and credentials required to perform the Legal Services. The Attorney agrees to follow professional standards and applicable laws when providing the Legal Services. The Attorney has performed a conflict check and has found no existing Conflicts of Interest.
- h. **Waiver.** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.
- i. **Notices.** All notices under this Agreement must be sent by certified mail, with return receipt requested to the address listed above.

Attorney:



Rose F. Pugliese, LLC, Managing Member
Attorney Registration Number: 38973

**Board of County Commissioners,
Prowers County**

Ron Cook, Chairman

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12/12/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 12/6/2023

Return Originals to: N/A

Number of originals to return to Submitter: 0

Contract Due Date:

Item Title/Recommended Board Action: Consider approval of Prowers County Workers' Compensation Designated Medical Provider List and the corresponding employee form to include High Plains Community Health Center, Prowers Medical Center, and Wayne Hudson Integrated Medical Practice, effective January 1, 2024.

Justification or Background: No signatures required, just approval for using the new form with all 3 providers starting in 2024.

Fiscal Impact:

Approved by the County Attorney on: N/A

Additional Approvals (if required): N/A

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

THANK YOU!

Prowers County
Workers' Compensation Designated Medical Provider List

When an employee is injured on the job it must be reported immediately so to assure quality medical care is provided in a timely manner. The first priority after an injury is to get appropriate medical care. If your work-related injury requires emergency response; if you are transported to the nearest medical facility, or if the injury occurs after normal business hours or on a weekend, you **must** follow up with one of our designated workers' compensation providers as soon as possible. Also, please call the county's workers' compensation claim contact immediately to report the injury and address any questions. The county's contacts are as follows:

Contact	Brenda Brown
Title	Human Resources Mgr/Payroll Clerk
Mailing Address	301 S. Main St, Ste 215
City, State, Zip	Lamar, CO 81052
Email	bbrown@prowerscounty.net
Phone	719-336-8027
Fax	719-336-2255

Contact	Mindy Maestas
Title	Business Office Manager
Mailing Address	1001 S. Main
City, State, Zip	Lamar, CO 81052
Email	mmaestas@prowerscounty.net
Phone	719-336-7486
Fax	

Your county has designated primary care providers who will direct all medical care for injured employees. Employees should not seek care from other providers unless it is an emergency. The designated providers are:

Name of Physician//Medical Provider	High Plains Community Health Center
Location Address	201 Kendall Drive
City, State, Zip	Lamar, CO 81052
Phone	719-336-0261
Hours	8:00 am to 7:30 pm Mon-Thurs 8:00 am-5:00 pm Fri-Sat

Name of Physician//Medical Provider	Prowers Medical Group
Location Address	403 Kendall Drive
City, State, Zip	Lamar, CO 81052
Phone	719-336-6767
Hours	8:00 am to 5:00 pm Monday-Friday

Name of Physician//Medical Provider	Wayne Hudson Integrated Medical Practice
Location Address	310 E. Olive St.
City, State, Zip	Lamar, CO 81052
Phone	719-931-9844
Hours	Mon, Tues, Thurs 8:00 am to 5:00 pm, Wed & Fri 8:00 am to 2:00 pm

Please choose **one** of the designated providers with whom you will treat. You may choose **any** of these providers. On occasion another provider in the office may see you if you make an appointment on short notice or if your designated provider is unavailable. However, you must resume seeing your designated provider for all subsequent visits.

Your county's workers' compensation claims are administered by County Technical Services, Inc. (CTSI). All reasonable and necessary, authorized treatment related to your injury will be paid. You will also be reimbursed for mileage to and from medical or therapy appointments. Medical providers should mail claims (bills) to: CTSI Workers' Compensation Department, 800 Grant St., Suite 400, Denver, CO 80203. Phone: (303) 861-0507 or (800) 544-7868. Fax: (303) 861-1022. Kurt Muehler is the Workers' Compensation Claims Manager for CTSI.

I, the below named county employee, acknowledge receipt of this designated medical provider list.

Employee Printed Name

Date

Employee Signature

Workers' Compensation Representative