

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
FEBRUARY 20, 2024**

**PROWERS COUNTY ANNEX – MEZZANINE ROOM
1001 S. MAIN STREET, LAMAR, CO 81052**

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

WORK SESSION

9:00 a.m. Judy Wittman, Prowers County Treasurer
- Update and Monthly Financial Report

9:30 a.m. Todd Marriott, CPW Area Wildlife Manager
Mark Dorenkamp, Road & Bridge Supervisor
- Discussion regarding County Road 12

10:30 a.m. Mark Westhoff, County Administrator
Lanie Meyers-Mireles, Dept. of Human Services
Meagan Hillman, Public Health and Environment
- Update on Annex Parking

11:00 a.m. Robert Evans, Lamar City Administrator
- Update

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 February 6, 2024 Meeting Minutes

PUBLIC APPEARANCES

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

1:10 p.m. Michelle Hiigel, Land Use Administrator

- Public Hearing Re: concerning the adoption of amending the regulations with the addition of Battery Energy Storage System Regulations to the Guidelines and Regulations for Areas and Activities of State Interest of Prowers County (1041 Regulations)

2:30 p.m. Thomas Dunagan, Prowers County Coroner

- Update and discussion re: possible vehicle for Coroner's office, cooler project, and 2024 budget

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 related to **Part I-CIC, Part II-County Investments.**
- 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 **Prowers County Coroner.**

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.

ACTION ITEMS:

1. Consider approval of a Resolution Amending Guidelines and Regulations for Areas and Activities of State Interest, County of Prowers, State of Colorado by Amending Certain Provisions and Adding New Provision regarding Definitions and Battery Energy Storage Systems (1041 Regulations).
2. Consider Approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for LCC College Rodeo, event scheduled for October 4-6, 2024.
3. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Sand & Sage Round-Up Fair, event scheduled for August 3-10, 2024.
4. Consider ratifying 2-7-2024 email poll approval of Cost Allocation Plan and Indirect Cost Rate, Year End December 31, 2022 for Prowers County Public Health and authorizing Public Health Director, Meagan Hillman to execute the document.
5. Consider ratifying 2-6-2024 verbal poll approval of a Letter sent to Frontier Bank regarding January 2024 Direct Deposit Correction for a Prowers County Employee.
6. Consider ratifying 2-8-2024 email poll approval for Department of Human Services and WHC for Operating expenses totaling \$7,900.67 and H3C Operating expenses totaling \$375.51 with a Certification date of February 13, 2024 and authorizing the use of the Commissioner's signature stamps.
7. Consider approval of Contract Amendment #3 between the Department of Health Care Policy and Financing and Prowers County Department of Human Services in the amount of \$41,653.52 for State Fiscal Year 2024 and authorizing Lanie Meyers-Mireles, Department of Human Services Director, to execute the document electronically.
8. Consider ratifying 2-4-2024 email poll approval of the Prowers County Sheriff's Office joining Colorado Information Sharing Consortium (CISC) in regards to sharing data and information with other CISC members of Law Enforcement agencies across Colorado which includes an IGA with CISC and authorizing Prowers County Sheriff, Sam Zordel to execute the IGA.
9. Consider approval of a Statement of Intent to Participate Letter sent to Crowley County, Ordway, CO, as a participating jurisdiction in Southeast Region Multi-Jurisdictional Hazard Mitigation Plan (HMP).

10. Consider approval of Funding Match Commitment Letter sent to Colorado Division of Homeland Security & Emergency Management (DHSEM), as a participating jurisdiction in Southeast Region Multi-Jurisdictional Hazard Mitigation Plan (HMP), for in-kind services in lieu of cash funds in the amount of at least \$2,443.00.
11. Consider approval of 2024 Environmental Health IGA for Kiowa County to receive Environmental Health Services from Prowers County Public Health and Environment.
12. Consider approval of Resolution of Participation for Prowers County in the Lower Arkansas Valley Area Agency on Aging (LAVAAA) for FY 2024 from January 1, 2024 through December 31, 2024.
13. Consider approval of 2024 Public Health IGA with Kiowa County for Public Health Services provided by Prowers County Public Health & Environment.
14. Consider approval of Proposal submitted for Prowers County Website Redesign project.
15. Consider ratifying 2- 8- 2024 email poll approval of rescinding February 6, 2024, appointment of Ira McGinnis and Tera Bender to the Prowers County Lodging Tax Tourism Panel, and approval of appointing Tera Bender to the single open position on the Prowers County Lodging Tax Tourism Panel to fill the remaining term that will expire December 2026.
16. Consider ratifying February 14, 2024, email poll approval of letter of support for the City of Lamar's Fishing is Fun grant application
17. Consider approval of Subdivision Exemption Application by the Estate of Esther E. Sniff Dec'd, by Clay S. Sniff, Personal Representative, in the NW¼NE¼S½NE ¼ of Section 5, Township 22, Range 46 West, the 6th P.M. The request is to subdivide approximately 2-3 acres from existing property of 210.52 Acres. The Property is located in an A-1 Irrigated Agriculture Zoning District. This will be a First Subdivision. The application was approved by the Planning Commission on February 14, 2024.
18. Consider approval of Subdivision Exemption Application by Jesus Lozoya Mendoza, in the S½SE¼N¼, in Section 36, Township 22, Range 47 west, the 6th P.M. The request is for a Lot Line Rearrangement to equally divide the existing two tracts, totaling 2.825 acres in to two equal halves of 1.4 acres. The property is located in an A-1 Irrigated Agriculture Zoning District. This will be a Second Amended Second Subdivision. The Application was approved by the Planning Commission on February 14, 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: 02/20/2024

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 2/8/2024

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: N/A

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of a Resolution Amending Guidelines and Regulations for Areas and Activities of State Interest, County of Prowers, State of Colorado by Amending Certain Provisions and Adding New Provision regarding Definitions and Battery Energy Storage Systems (1041 Regulations).

Justification or Background: Public Hearing to adopt amendments to the Guidelines and Regulations for Areas and Activities of State Interest County of Prowers State of Colorado (1041 Regulations)

Fiscal Impact: N/A

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!



THOMAS GRASMICK
FIRST DISTRICT

Board of County Commissioners

Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

NOTICE OF PUBLIC HEARING

The Prowers County Board of County Commissioners hereby gives notice that a public hearing will be held at 1:10 p.m., on February 20, 2024 in the Board of County Commissioners Boardroom, 301 South Main Street, Lamar, Colorado, concerning the adoption of amending the regulations with the addition of Battery Energy Storage System Regulations to the Guidelines and Regulations for Areas and Activities of State Interest of Prowers County (1041 Regulations).

Additional information on the amendments is available for review at the Prowers County Land Use Office 1001 South Main Street, Lamar, Colorado. Any questions concerning the amendments can be directed to Michelle Hiigel, Prowers County Land Use Administrator at 719-336-8988 or Mark Westhoff, County Administrator at 719-336-8029.

All interested parties, either in favor or against, are invited to make their appearance at this time.

Prowers County Board of County Commissioners
Ron Cook, Chair

RESOLUTION NO. 2024- _____

BOARD OF COUNTY COMMISSIONERS
COUNTY OF PROWERS, STATE OF COLORADO

A RESOLUTION AMENDING GUIDELINES AND REGULATIONS FOR AREAS AND ACTIVITIES OF STATE INTEREST OF PROWERS COUNTY BY AMENDING CERTAIN PROVISIONS AND ADDING NEW PROVISIONS REGARDING DEFINITIONS AND BATTERY ENERGY STORAGE SYSTEMS

WHEREAS, pursuant to C.R.S. §30-11-103 and 30-11-107(1)(e), the Board of County Commissioners of Prowers County, Colorado (hereinafter “Board” or “County”), has the legislative authority to manage the business and concerns of the County and to exercise such other and further powers as are conferred by law when deemed by the Board to be in the interests of the County and its residents; and

WHEREAS, the Board is further authorized by *inter alia*, C.R.S. §§30-28-101, *et seq.*, C.R.S. §§30-28-201, *et seq.*, and C.R.S. §§29-20-101, *et seq.*, to adopt regulations for the protection of the public health, safety and welfare of its residents; and

WHEREAS, the Board has specific authority to regulate and designate matters of state interest, including areas and activities of state interest and to adopt and amend guidelines and regulations for administration of areas and activities of state interest pursuant to the Areas and Activities of State Interest Act, C.R.S. § 24-65.1-101, *et seq.*, in Prowers County; and

WHEREAS, the Board has determined that the “Guidelines and Regulations for Areas and Activities of State Interest, County of Prowers, State of Colorado,” as amended, should be further amended as set forth on the attached “EXHIBIT A” (the “Amendments”); and

WHEREAS, legal notice of the hearing was scheduled on February 20, 2024 in conformance with the requirements of C.R.S. § 24-65.1-404(2)(a) was published in the *Lamar Ledger* on January 18, 2024, and said notice and materials relating to this matter, including the draft Amendments contained on “EXHIBIT A”, were made available to the public at the Prowers County Land Use Administrator and Board of County Commissioners office.

WHEREAS, on February 20, 2024 the Board conducted the public hearing to consider amending the Regulations as advertised, at which hearing various witnesses were heard and exhibits were presented for the Board's consideration, and testimony was taken from County staff and any and all persons desiring to appear and give such testimony and present evidence; and

WHEREAS, based on the evidence, testimony, exhibits and presentations by County staff and all interested persons, and comments, **THE BOARD DOES FIND AS FOLLOWS:**

1. That proper publication and public notice were provided as required by law for the hearing before the Board.

2. That the public hearings were complete, that all pertinent facts, matters and issues were submitted, and all interested persons were heard at the hearing.
3. That all exhibits were received into evidence, which included:
 - a. Copies of the legal notice of the hearing scheduled for February 20, 2024;
 - b. Draft proposed Amendments to the Regulations are attached hereto as "EXHIBIT A;"
 - c. Testimony and exhibits presented by the general public and all interested persons, if any; and
 - d. Presentations made by County staff concerning the Amendments proposed to the Regulations as contained in "EXHIBIT A," including any additional minor revisions identified during the public review and hearing process.
4. That the Board has taken into consideration the following:
 - a. The proposed amendments are in conformance with the "Guidelines and Regulations for Areas and Activities of State Interest, County of Prowers, State of Colorado;" and
 - b. The changes requested promote the public necessity, health, safety and general welfare and is consistent with good land use and zoning practice.
5. That all requirements of law have been met.

NOW THEREFORE, BE IT RESOLVED AND ORDERED:

That the "Guidelines and Regulations for Areas and Activities of State Interest, County of Prowers, State of Colorado" as amended on August 17, 2006, amended on October 24, 2017, and further amended on March 7, 2023 are further amended as set forth in "EXHIBIT A," which is incorporated herein by this reference.

That the Amendments are hereby declared to be effective upon the effective date of this Resolution.

That the County Attorney is authorized to make additional form and style revisions, including but not limited to spelling, numbering, statutory references and other conforming and non-substantive corrections, prior to public distribution and recording.

That the "Guidelines and Regulations for Areas and Activities of State Interest, County of Prowers, State of Colorado" as amended on August 17, 2006, amended on October 24, 2017, and further amended on March 7, 2023 shall be supplemented, replaced, superseded or amended by the Amendments only as set forth in "EXHIBIT A;" shall constitute the now currently enacted and effective version; and shall be kept in the office of the Board of County Commissioners for Prowers County, Colorado, there to be made available for public inspection.

ADOPTED this 20th day of February, 2024, by the Board of County Commissioners of Prowers County, Colorado.

Ron Cook, Chairman

Thomas Grasmick , Vice-Chairman

Wendy Buxton-Andrade, Commissioner

ATTEST:

Jana Coen, County Clerk

EXHIBIT A

Proposed Amendments to the Guidelines and Regulations for Areas and Activities of State Interest of Prowers County

Amendment #1:

A new Section 6.303(5) shall be added to Chapter 6, Article 3, with the following language:

(5) Battery Energy Storage Systems must meet the standards set forth in Section 18(y), Supplementary Regulations of the Prowers County Zoning Regulations. Applicant shall pay all fees associated with these 1041 Regulations.

SECTION 18—SUPPLEMENTARY REGULATIONS

1. **Add:** Battery Energy Storage System for non-commercial use as a Use by Right to:
Irrigated Agricultura (A-1) District
Non-Irrigated Agricultural (A-2) District
Fragile Land (A-3) District
Single-Family Residential (R-1) District
Local Commercial (C-1) District
Highway Commercial (C-2) District
Industrial (I-1) District
Floodplain (F-1) District
2. **Add:** Battery Energy Storage System for commercial use as a Use by Right to:
Irrigated Agricultura (A-1) District
Non-Irrigated Agricultural (A-2) District
Fragile Land (A-3) District
3. **Add:** Battery Energy Storage System for commercial use on properties under 5 acres as a Use by Special Review to:
Single-Family Residential (R-1) District
Local Commercial (C-1) District
Highway Commercial (C-2) District
Industrial (I-1) District
Floodplain (F-1) District
4. **Add:** Battery Energy Storage System on properties over 5 acres shall require a 1041 permit, in addition to a Special Use Permit.
5. **Add to Definitions:**

BATTERY ENERGY STORAGE SYSTEM (BESS): A BESS contains batteries and associated facilities that enable energy to be stored and then released when there is a demand for power. A BESS may be associated with a renewable energy project or can be a standalone system that can store electricity off of the grid.

BATTERY MANAGEMENT SYSTEM (BMS): The BMS is a software program designed to maintain the cells, modules, and racks of a BESS in a specific range of parameters including, but not limited to, voltages, temperatures, and state of charge to allow for safe and sustainable operations of the BESS.

BATTERY ENERGY STORAGE MANAGEMENT SYSTEM (BESMS): The BESMS is a program, with a user interface, that incorporates the BMS, SCADA systems, and analytics to execute autonomous operations and facilitate the use and maintenance of the BESS.

BESS OWNER: The Owner of a BESS associated with a renewable project.

EMERGENCY ACTION PLAN (EAP): A written document detailing the procedures to be taken by the Owner in coordination with the Response Personnel in an emergency situation.

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 855: (Standard for the Installation of Energy Storage Systems) is a new National Fire Protection Association Standard being developed to define the design, construction, installation, commissioning, operation, maintenance, and decommissioning of stationary energy storage systems including traditional Battery Energy Storage Systems such as those used by utilities.

NON-PARTICIPATING PROPERTY: Property not subject to an agreement, contract, and/or waiver with the Owner for or related to the BESS.

PARTICIPATING PROPERTY: Property subject to an agreement, contract, and/or waiver between the Property owner and the Owner for or associated with the BESS.

RESPONSE PERSONNEL: The group assigned by the County, which the Owner will consult with on safety protocols.

6. Add to Supplementary Regulations

(y) BATTERY ENERGY STORAGE SYSTEM.

a) **PURPOSE**: The purpose of this provision is to provide a regulatory framework for the siting, design, construction and operation of a BESS subject to reasonable restrictions, which will preserve the public health, safety and welfare of Prowers County residents.

b) **REQUIREMENTS**: The following requirements shall apply to all BESS and shall be submitted with a Use by Special Review Application:

(1) In addition to the following requirements, all Special Use Permit Applications shall comply with the Prowers County Zoning Regulations and 1041 Regulations, if applicable.

(2) All Applications shall include an Application Fee of \$2,500.00 to be paid at the time of filing the application materials. The purpose of the application fee is to compensate Prowers County for the cost of reviewing and processing applications for a Special Use Permit. The application fee shall be used to offset any costs that Prowers County incurs in reviewing the Special Use Permit application, including costs incurred from retaining the services of outside agencies or technical consultants to review components of the Special Use Permit application.

(3) A final permit fee for the BESS shall not required for a BESS in conjunction with a wind or solar project. A Permit Fee of \$5,000.00 shall be paid for a BESS that is below 200 MW and \$10,000.00 shall be paid for a BESS above 200 MW, upon submission of a final permit for a Stand-alone BESS. The Board of County Commissioners, in its sole and absolute discretion, may modify the Permit Fee, in consultation with the Applicant. If the

costs incurred by Prowers County and outside review agencies and technical consultants exceed the amount of the application fee, any reasonable and documented additional costs will be discussed with Applicant prior to Prowers County retaining these additional services, which services shall be paid by Applicant. The Land Use Administrator may request additional professional analysis as needed.

- (4) Name of associated renewable energy project.
 - (5) Name and address of Applicant.
 - (6) Legal description(s) of the location.
 - (7) Provide a control narrative or scheme outlining the design that includes precautions and steps taken by the BMS and BESMS to prevent and mitigate fire risk within the design.
 - (8) Specify any future phases or extensions of the storage system.
 - (9) An EAP Outline for construction shall be finalized prior to submission for the final permit. The operational EAP will be finalized as soon as practicable after the commencement of commercial operation. This ensures that response personnel have the best detail on the project design as constructed to be prepared for any emergency responses. The safety equipment required shall be reasonable and mutually agreed upon by the County and BESS Owner.
 - (10) Estimate beginning and completion of construction and the beginning of operation of the BESS.
 - (11) Prior to construction, submit a detailed EAP that includes the information identified in the approved EAP Outline. The Response Personnel shall confirm receipt of the EAP prior to issuance of building permits.
 - (12) The Owner shall follow all applicable codes and receive all applicable permits required by local, state, and federal laws for the safe construction, operation, and decommissioning of the BESS or Stand-alone BESS.
 - (13) National Fire Protection Association (NFPA) 704 placards shall be placed at the facility entrances.
 - (14) Prior to construction, the Owner shall provide to the County a financial commitment and purchasing schedule for any Safety Equipment listed in the EAP not currently available to the County.
- c) SETBACKS. Setbacks shall apply to both a BESS and a stand-alone BESS and are to be measured as the horizontal distance between the edge of the BESS containers

closest to the described object:

- (1) No less than 150 feet from the residence of a participating landowner to the equipment, unless waived then the setback shall be no less than 100 feet.
 - (2) No less than 100 feet from a non-occupied structure to the equipment.
 - (3) No less than 300 feet from the residence of a non-participating landowner to the equipment.
 - (4) No less than 10 feet from a public right of way to the equipment.
 - (5) Setback provisions may be waived by signing a waiver that sets forth the applicable setback provision(s) and the proposed changes.
- d) LIGHTING. Lighting of the BESS shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.
- e) NOISE.
- (1) Noise levels when measured at the property line of any adjacent landowner shall not exceed 50 decibels from 7 am to 7 pm.
 - (2) Noise levels when measured at the property line of any adjacent landowner shall not exceed 45 decibels from 7 pm to 7 am.
 - (3) Noise provisions may be waived by signing a waiver that sets forth the applicable noise provision(s) and the proposed changes.
 - (4) Noise shall be measured by an internal study and does not require a third-party noise study.
 - (5) Noise provisions may be waived by signing a waiver that sets forth the applicable noise provision(s) and proposed changes.
- f) ROAD USE AND MAINTENANCE AGREEMENT. If any Prowers County roads will be used during construction of a BESS Facility for the purpose of transporting parts, materials and/or equipment, Applicant shall enter into a Road Use and Maintenance Agreement with Prowers County prior to using Prowers County's roads as haul roads. The Road Use and Maintenance Agreement shall include, but not be limited to, the following:
- (1) A map showing which county roads will be used during construction.
 - (2) A pre-construction baseline survey of county roads to be used during construction to document their pre-construction condition.
 - (3) A mitigation plan to address traffic congestion and potential impacts to county roads to be used during construction.
 - (4) A legally binding agreement between Applicant and Prowers County that requires Applicant to return any county roads to their pre-construction baseline condition.
- g) MINERAL OWNER OBJECTIONS. Should a mineral interest owner have an objection to the proposed BESS, the Applicant shall, to the extent required by applicable Colorado law, reasonably accommodate access to and development of subsurface mineral interests with respect to their proposed use of the property for BESS. In this regard, the Applicant shall, as a condition of

approval prior to the final siting of any BESS and installation or construction of any such facilities, provide evidence that it has entered into, or made good faith and commercially reasonable efforts to enter into, surface use agreements or other compatible development agreements with surface owners and any mineral estate owners which have filed timely objections to the land use applications pursuant to Colorado statutes. These objections shall be filed with the Land Use Administrator before the Planning Commission public meeting held in review of the proposed BESS. No objections will be accepted by the Land Use Administrator after this date. The Applicant may accept objections filed after the hearing date at their discretion.

- h) **PROPERTY DAMAGE.** Applicant shall indemnify Prowers County for any damages done to federal, state, county, municipal, and private property during the construction, operations, pre-construction, and decommission phases of the BESS.
- i) **TRANSFER OF BESS.** The Special Use Permit may be transferred or assigned in whole or in part with consideration of the Permit Authority in a scheduled public hearing. Approval of a transfer or assignment shall not be unreasonably withheld. Any proposed transferee or assignee shall certify that it is capable and willing to comply with all terms and conditions of the Special Use Permit.
- j) **INSURANCE REQUIREMENTS:** Applicant shall purchase insurance in the form of a current general liability policy covering bodily injury and property damage with limits of at least \$1 million per occurrence and \$2 million in the aggregate. Certificate of Insurance shall be provided to Prowers County thirty (30) days prior to construction commencing.
- k) **DECOMMISSIONING.** Prior to receiving approval, Prowers County and the Applicant must formulate a Decommissioning Plan to ensure that the BESS is properly decommissioned. The details of the Decommissioning Plan may be based on existing landowner agreements and shall include the following:
 - (1) Provisions describing the triggering events for decommissioning the BESS or any portion thereof. If landowner agreements do not describe the decommissioning schedule, decommissioning shall be completed within 18 months of Owner/Developer or its Successors and Assigns' filing a Notice of Termination of Operations with the County.
 - (2) Provisions for the removal of structures, debris and cabling, including those below the soil surface to depths agreed to in landowner agreements, or in the absence of such an agreement, down to 48 inches.
 - (3) Provisions for the restoration of the soil and vegetation.
 - (4) Applicant is required to provide a guarantee of financial security deemed adequate and payable to Prowers County in the form of cash or surety bond ("Financial Assurance") within the first ten (10) years of the project and can be negotiated with the Board of County Commissioners. Financial Assurance shall be secured by the Applicant or its successors and assigns, for the purpose of adequately performing decommissioning.

- (i) Estimated cost shall be based on the cost estimate provided in the Applicant's Decommissioning Plan. The Decommissioning Plan shall be prepared by an independent registered professional engineer licensed in the State of Colorado. The cost estimate will be updated by the Applicant every five (5) years after year 10 of operations. Should there be a dispute in the cost estimate, Prowers County may retain outside agencies or technical consultants to provide a cost estimate, at the sole cost and expense of the Applicant.
- (ii) The Financial Assurance may be released when the development or activity has been abandoned and the site thereof has been returned to its original condition or to a condition acceptable to Prowers County.
- (iii) Any security may be cancelled by a surety only upon receipt of Prowers County's written consent.

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 2-20-2024

Submitter: Administration Office

Submitted to the County Administration Office on: 2-6-2024

Return Originals to: Jana Coen & Administration Office

Number of originals to return to Submitter: 3

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for LCC College Rodeo, event scheduled for October 4-6,2024.

Justification or Background: Annual event

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PROWERS COUNTY FAIRGROUNDS FACILITY RENTAL AGREEMENT

<p>Today's Date: <u>2/2/24</u></p> <p>Name of Organization: <u>NLRA + Lamar Community College</u></p> <p>Name & Address of Authorized Agent: <u>2401 S Main</u> <u>Lamar, CO 81052</u></p> <p>Phone: _____</p> <p>Sales Tax ID: _____</p>	<p>Date(s) of Events: <u>10/4 - 10/6</u></p> <p>Set Up Time: <u>10/3 3</u> am <u>pm</u></p> <p>Event Starts: <u>10/4</u> am <u>pm</u></p> <p>Finish Time: <u>10/6</u> am <u>pm</u></p> <p style="text-align: center;"> <input checked="" type="radio"/> Arena Home Ec <input type="radio"/> Centennial Vaqueros Pavilion </p>
<p>Type of Event: <u>College Rodeo (ICC)</u></p>	

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

[Signature]
Authorized Agent

2/2/24
Date

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

Rental Approved:

[Signature]
Maintenance & Facilities Director

2-6-24
Date

Chairman
Prowers County Board of Commissioners

Date

For County Use Only:

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

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

Liability Insurance received: Yes ___ No ___ Date: _____

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

PROWERS COUNTY FAIRGROUNDS

REGISTERED RODEO EVENTS

FAIRGROUNDS USE:

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

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

REGISTERED RODEO EVENTS:

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

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

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

The event organizer is responsible for ensuring the following:

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

USE OF THE PROWERS COUNTY FAIRGROUNDS R.V. ELECTRIC PEDESTALS

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

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

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

VAQUEROS BUILDING CHECKLIST

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

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

KITCHEN CHECKLIST

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

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

On behalf of Jemas Community College, I do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because of limited school funds in production of the Antelope Stampede. This event doesn't generate a profit for JCC or its Radio Program. This event is about keeping a Tradition alive.

10/4 - 10/6
Date(s) of Event


Authorized Agent

2/2/24
Date

Request is approved with the following conditions:

Chairman
Prowers County Board of Commissioners

Date: _____

Request is denied for the following reason:

Chairman
Prowers County Board of Commissioners

Date: _____

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 02-20-2024

Submitter: Administration Office

Submitted to the County Administration Office on: 02-07-2024

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 Fairgrounds Facility Rental Agreement and Waiver of Fees for Sand & Sage Round-Up Fair, event scheduled for August 3-10, 2024.

Justification or Background: Annual event

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PROWERS COUNTY FAIRGROUNDS FACILITY

RENTAL AGREEMENT

Today's Date: 1-30-24

Name of Organization:

Sand & Sage Round-Up

Name & Address of Authorized Agent:

301 South Main

Suite 215

Lamar Co 81052

Phone: 719-688-1088

Sales Tax ID: _____

Date(s) of Events: August 3-10, 2024

August 3

Set Up Time: 7:00 am pm

Event Starts: _____ am pm

August 10

Finish Time: 12:00 am pm

☒ Arena

☒ Home Ec

☐ Vaqueros

☒ Centennial

☒ Pavilion

Type of
Event:

Sand & Sage Round-Up Fair

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

Cordy Burnett

Authorized Agent

1-30-24

Date

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

Rental Approved:

Green Williams

Maintenance & Facilities Director

2-3-24

Date

Chairman

Prowers County Board of Commissioners

Date

For County Use Only:

Date Booking Fee Paid \$25.00: _____

Damage/Cleaning Deposit: _____

Date Rental Fee Paid: _____

Date Paid: _____

Inspection completed: _____

Damage/Cleaning Deposit Refunded: Y/N, if no, see attached.

Please note that any deposit refund due back to you will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.

Liability Insurance received: Yes ___ No ___ Date: _____

PROWERS COUNTY FAIRGROUNDS

FACILITY RENTAL RESERVATION AGREEMENT

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

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

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

Fees and deposits

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

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

or stipulated in this document. Prowers County Personnel will only be made available during off-hours in the event of an emergency pertaining to life safety or unsanitary conditions. All other unexpected occurrences should be documented and will be addressed on the next regular work day.

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

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

Date: 1-30-24

Organization: Sand & Sage Round-Up

Authorizing Agent Printed name: Cindy Bennett

Authorizing Agent Signature: Cindy Bennett

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: _____

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

On behalf of Sandy Sage Round-Up, I do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because

The event is the county fair and the fair board does not have the funds to rent the entire fairgrounds.

August 3-10, 2024
Date(s) of Event

Candix Burnett
Authorized Agent

1-30-24
Date

Request is approved with the following conditions:

Chairman
Powers County Board of Commissioners

Date: _____

Request is denied for the following reason:

Chairman
Powers County Board of Commissioners

Date: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2-20-2024

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: Email Poll 02/07/2024

Return Originals to: Meagan Hillman PCPHE Director

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action: Indirect rate information,

Consider ratifying 2-7-2024 email poll approval of Cost Allocation Plan and Indirect Cost Rate, Year End December 31, 2022 for Prowers County Public Health and authorizing Public Health Director, Meagan Hillman to execute the document.

Justification or Background: Need to submit ASAP for our indirect negotiation with CDPHE, this is usual and done annually. PH director has always signed.

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

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

Approved by the County Attorney on: 2/6/2024 via email

Additional Approvals (if required):



Prowers County Public Health
Cost Allocation Plan
and Indirect Cost Rate
Year Ended December 31, 2022


Prowers County
Prowers County Public Health
Certificate of Indirect Costs

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and the best of my knowledge and belief:

- (1) All costs included in this proposal for the year ended December 31, 2022, to establish billing or final indirect cost rates for the proposal period January 1, 2024, through December 31, 2024, are allowable with the requirements of Title 2, Part 200 Uniform Administration requirements, Cost Principles and Audit Requirements for Federal Awards. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.
- (2) All costs included in this proposal are properly allocable to Federal awards based on beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Colorado Department of Public Health and Environment will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Prowers County Public Health


Signature
Megan L Hillman PA-C, MBA
Name of Official
Director
Title
2-7-2024
Date of Execution



Board of County Commissioners
Prowers County, Colorado
Lamar, Colorado

We have assisted Prowers County Public Health in preparing the Cost Allocation Plan for the year ended December 31, 2022. The plan is prepared in accordance with the policies and procedures contained in Title 2, Part 200 Uniform Administration requirements, Cost Principles and Audit Requirements for Federal Awards and is based on the Public Health's audited financial information for the year ended December 31, 2022.

In developing the Cost Allocation Plan we:

1. Identified direct and indirect costs.
2. Identified cost of each service rendered and unallowable costs.
3. Allocated the costs mathematically.

rfarmer, llc

February 4, 2024

rfarmer, llc

a certified public accounting and consulting firm

po box 1173 203 east oak street lamar, colorado 81052 719.336.7428 719.336.2982

**Prowers County, Colorado
Prowers County Public Health
Organizational Chart**

Director of Public Health

* + Administrative Services	* + Nursing	* WIC, Options for Long-Term Care, Nurse Family Partnership, Vital Statistics/Veterans, Regional Environmental Health, Public Safety	* +Contracts/Grants
------------------------------------	--------------------	---	----------------------------

- * Direct Operations
- + Indirect Operations

Administrative services include billings, payrolls, organizing bills for payment and other administrative responsibilities.

Nursing includes all health related services including but not limited to education, vaccinations, interviews and other health provided services.

WIC includes all costs associated with providing services to WIC clients.

Regional Environmental Health became part of Public Health with the change in Colorado Revised Statutes, July 1, 2009.

Contracts/Grants include writing, reviewing, and following all grants requirements.

**Prowers County
Prowers County Public Health
Indirect Cost Proposal-Expenses
for the year ended December 31, 2022**

	Total	Unallowable	Adjusted	Direct	Indirect
Salaries - Director Public Health	\$ 107,889	\$ -	\$ 107,889	\$ 69,653	\$ 38,236
Salary - Permanent	363,694	(36,000)	327,694	211,559	116,135
FICA	33,472	-	33,472	21,610	11,863
Vision Plus	591	-	591	382	210
Insurance Premium Health	59,575	-	59,575	38,462	21,113
Retirement County Share	23,579	-	23,579	15,223	8,356
Group Life Insurance	723	-	723	467	256
Unemployment Benefits	943	-	943	609	334
Telephone	967	-	967	624	343
IT Support	5,689	-	5,689	3,673	2,016
Postage & Freight	133	-	133	86	47
Workers Comp	1,159	-	1,159	748	411
Professional Services Audit	1,650	-	1,650	1,065	585
Vehicle Insurance	2,075	-	2,075	1,340	735
Mileage/Meeting Expense	3,398	-	3,398	2,194	1,204
Advertising/Legal Notices	82	-	82	53	29
Maintenance Contracts	2,970	-	2,970	1,917	1,053
Dues, Subs, Registrations	1,004	-	1,004	648	356
Treasurer Fees	7,513	-	7,513	4,850	2,663
Equipment Repair/Maint	117	-	117	76	41
Diaper Program Expense	3,520	-	3,520	2,273	1,247
EPR	1,424	-	1,424	919	505
School Health Supplies	297	-	297	192	105
Cellular Phone	3,445	-	3,445	2,224	1,221
Office Supplies	7,105	-	7,105	4,587	2,518
Vehicle Maintenance/Fuel	8,985	-	8,985	5,800	3,184
CBH Expenses	662	-	662	427	235
Vaccine Supplies for Resale	66,882	-	66,882	43,179	23,703
Immunization Supplies	1,227	-	1,227	792	435
FSPP Grant Expense	47,921	-	47,921	30,938	16,983
EFC Fam Resources	389	-	389	251	138
Illuminate COPE Expense	3,809	-	3,809	2,459	1,350
Child Fatality Review Team	313	-	313	202	111
Kiowa County Expense	6,444	(626)	5,818	3,756	2,062
IOG Expense	851	(54)	797	514	282
Health Insurance	650	-	650	420	230
SERHHC Expense	127,959	(132,247)	(4,288)	(2,768)	(1,520)
SERHCC-COVID Expense	96,841	-	96,841	62,521	34,321
Building Rental	22,024	-	22,024	14,219	7,805
Administrative Fees	62,658	-	62,658	33,002	29,656
URHN expenses	107,970	-	107,970	107,970	-
ELC expenses	4,195	-	4,195	4,195	-
ELC R2 Expenses	41	-	41	41	-
COVID Kiowa ELC	933	-	933	933	-
Kiowa ELC R2	41	-	41	41	-
Kiowa COVID IMM Vaccines	192,219	-	192,219	192,219	-
COVID IMM #2 R3	1,771	-	1,771	1,771	-
ARPA Expense	22,102	-	22,102	22,102	-
COVID IMM #2	78	-	78	78	-
COVID - KIOWA IMM #2 R1	13	-	13	13	-
CDC Workforce Expense	4,197	-	4,197	4,197	-
COVID IMM - #4	4,645	-	4,645	4,645	-
COVID KIOWA IMM #2R1	477	-	477	477	-

**Prowers County
Prowers County Public Health
Indirect Cost Proposal-Expenses
for the year ended December 31, 2022**

	Total	Unallowable	Adjusted	Direct	Indirect
COVID - KIOWA IMM #2 R1	\$ 3,101	\$ -	\$ 3,101	\$ 3,101	\$ -
COVID KIOWA IMM #4	34,062	-	34,062	34,062	-
Salary-Permanent	53,515	-	53,515	53,515	-
FICA	6,532	-	6,532	6,532	-
Vision Insurance Premium	129	-	129	129	-
Health Insurance Premium	6,806	-	6,806	6,806	-
Retirement County Share	4,379	-	4,379	4,379	-
Group Life Insurance	133	-	133	133	-
Unemployment Benefits	175	-	175	175	-
Telephone	806	-	806	806	-
IT Support	1,422	-	1,422	1,422	-
Workers Compensation	148	-	148	148	-
Mileage/Meeting Expense	19	-	19	19	-
WIC Mileage PH Vehicle	186	-	186	186	-
Maintenance Contracts	88	-	88	88	-
Dues, Subs, Registrations	353	-	353	353	-
Office Supplies	532	-	532	532	-
WIC Indirect Expense	11,790	-	11,790	11,790	-
Salaries - Supervisor OLTC	62,717	-	62,717	62,717	-
Salaries - Permanent OLTC	241,754	-	241,754	241,754	-
FICA	22,202	-	22,202	22,202	-
Vision Insurance Premium	456	-	456	456	-
Health Insurance Premium	43,644	-	43,644	43,644	-
Retirement County Share	15,224	-	15,224	15,224	-
Group Life Insurance	490	-	490	490	-
Unemployment Benefits	609	-	609	609	-
Telephone	1,491	-	1,491	1,491	-
IT Support	7,314	-	7,314	7,314	-
Postage & Freight	1,425	-	1,425	1,425	-
Vehicle Insurance	1,384	-	1,384	1,384	-
Workers Compensation	983	-	983	983	-
Mileage/Meeting Expense	88	-	88	88	-
Maintenance Contracts	2,212	-	2,212	2,212	-
Treasurer Fees	2,693	-	2,693	2,693	-
Cellular Phone	3,068	-	3,068	3,068	-
Office Supplies	3,120	-	3,120	3,120	-
Vehicle Maintenance/Fuel	3,527	-	3,527	3,527	-
OLTC Indirect Expenses	49,033	-	49,033	49,033	-
Building Rental	21,623	-	21,623	21,623	-
Salaries	53,419	-	53,419	53,419	-
FICA	3,989	-	3,989	3,989	-
Vision Insurance Premium	68	-	68	68	-
Health Insurance Premium	7,700	-	7,700	7,700	-
Retirement County Share	2,671	-	2,671	2,671	-
Group Life Insurance	86	-	86	86	-
Unemployment Benefits	107	-	107	107	-
Telephone	324	-	324	324	-
IT Support	1,422	-	1,422	1,422	-
Postage & Freight	120	-	120	120	-
Vehicle Insurance	346	-	346	346	-
Workers Compensation	835	-	835	835	-
Copy Machine Supplies/Main	115	-	115	115	-
Mileage/Meeting Expense	519	-	519	519	-

**Prowers County
Prowers County Public Health
Indirect Cost Proposal-Expenses
for the year ended December 31, 2022**

	<u>Total</u>	<u>Unallowable</u>	<u>Adjusted</u>	<u>Direct</u>	<u>Indirect</u>
Cellular Phone	\$ 1,132	\$ -	\$ 1,132	\$ 1,132	\$ -
Dues, Subs, Registrations	425	-	425	425	-
Treasurer Fees	547	-	547	547	-
Restaurant License Renewals	5,117	-	5,117	5,117	-
Radon Monitoring	1,501	-	1,501	1,501	-
ISDS Permit Surcharge	200	-	200	200	-
Office Supplies	493	-	493	493	-
Operating Supplies	120	-	120	120	-
Food Safety Supplies	74	-	74	74	-
Vehicle Maintenance/Fuel	1,451	-	1,451	1,451	-
Lab Fees/Supplies	23	-	23	23	-
Salary - Supervisor NFP	88,259	-	88,259	88,259	-
Salary - Permanent	214,328	-	214,328	214,328	-
FICA	22,381	-	22,381	22,381	-
Vision Insurance Premium	314	-	314	314	-
Health Insurance Premium	27,573	-	27,573	27,573	-
Retirement - County Share	15,129	-	15,129	15,129	-
Group Life Insurance Premium	366	-	366	366	-
Unemployment Benefits	605	-	605	605	-
Telephone	373	-	373	373	-
IT Support	4,876	-	4,876	4,876	-
Postage/Freight	599	-	599	599	-
Worker Compensation	944	-	944	944	-
Mileage/Meeting Expense	1,081	-	1,081	1,081	-
NFP Mileage PH Vehicle	21,839	-	21,839	21,839	-
Professional Development	1,056	-	1,056	1,056	-
NFP National Center Fees	18,072	-	18,072	18,072	-
Treasurer Fees	5,872	-	5,872	5,872	-
Cellular Phone	3,207	-	3,207	3,207	-
Advisory Board	160	-	160	160	-
Office Supplies	3,706	-	3,706	3,706	-
Computer Equipment	2,302	-	2,302	2,302	-
Copies	2,042	-	2,042	2,042	-
Client Support Materials	5,155	-	5,155	5,155	-
Medical Supplies & Prescripts	222	-	222	222	-
NFP Indirect Expenses	56,332	-	56,332	56,332	-
Building Rent/Utilities	13,913	-	13,913	13,913	-
Salary - Registrar	44,835	(22,417)	22,417	22,417	-
FICA	3,401	(1,701)	1,701	1,701	-
Vision Insurance Premium	68	(34)	34	34	-
Health Insurance Premium	7,700	(3,850)	3,850	3,850	-
Retirement County Share	2,242	(1,121)	1,121	1,121	-
Unemployment Benefits	90	(45)	45	45	-
Group Life Insurance	86	(43)	43	43	-
Telephone	463	(231)	231	231	-
Internet	1,219	(610)	610	610	-
Postage & Freight	129	(64)	64	64	-
Workers Compensation	29	(15)	15	15	-
Mileage/Meeting Expense	813	(407)	407	407	-
Dues, Subs. Registrations	10	(5)	5	5	-
State Fees	6,987	-	6,987	6,987	-
Treasurer Fees	497	-	497	497	-
Office Supplies	1,065	(533)	533	533	-

**Prowers County
Prowers County Public Health
Indirect Cost Proposal-Expenses
for the year ended December 31, 2022**

	<u>Total</u>	<u>Unallowable</u>	<u>Adjusted</u>	<u>Direct</u>	<u>Indirect</u>
CEBCAP Grant expense	\$ 20,232	\$ -	\$ 20,232	\$ 20,232	\$ -
Total	2,711,918	(200,003)	2,511,915	2,181,358	330,557
Less: Capital Outlay	-	-	-	-	-
Add: Depreciation	21,525		21,525	13,991	7,534
Total	<u>\$ 2,733,443</u>	<u>\$ (200,003)</u>	<u>\$ 2,533,440</u>	<u>\$ 2,195,350</u>	<u>\$ 338,090</u>

There were no unallowable costs incurred during the current year other than those listed above.

2022 Indirect Cost Rate Calculation	\$ 338,090	Indirect Costs
	<u>\$ 2,195,350</u>	Direct Costs
	<u>15.40%</u>	Percentage Rate

Depreciation is computed on an estimated useful life of 10 years. A specific allocation is made for direct and indirect depreciation.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2-20-2024

Submitter: Paula Gonzales, Finance Director

Submitted to the County Administration Office on: Verbal Poll 2-6-2024

Return Originals to: Jana Coen & Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date:

Consider ratifying 2-6-2024 verbal poll approval for a Letter sent to Frontier Bank regarding January 2024 Direct Deposit Correction for a Prowers County Employee.

Item Title/Recommended Board Action:

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on:

Additional Approvals (if required):



PROWERS COUNTY

301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052-2857
(719) 336-8025 FAX: (719) 336-2255

02/06/2024

Frontier Bank
Bookkeeping Dept
Lamar, CO 81052

RE: January 2024 Direct Deposit Correction for Gillespie

January Payroll Direct Deposit for Prowers County employee Hilah Gillespie was incorrectly deposited in it's entirety to her HSA account instead of being split between various accounts. Below are the details of that transaction.

101 101000048 1021008792401241129A094101Federal Reserve Bank Frontier Bank 99999999
5200Prowers County PAYROLL DEPOSIT 1846000796PPDPAYROLL 240131240126 1102100870000001

██████████	0000158350GILLHI	Gillespie, Hilah	01021008700000064
██████████	0000030000GILLHI	Gillespie, Hilah	01021008700000203

Total deposit of \$1,883.50 was deposited to TBK Bank
Routing # 111909579 Account # ██████████

This deposit should have been split into 2 accounts, both at TBK Bank.

We request a deposit reversal Trans Code ██████ Routing # 111909579 Account # ██████ for \$1,583.50 and a cashiers check be issued to

Hilah Gillespie
██████████
██████████

Lon Cook
Name

Ann Coen
Name

Boce Chikawa
Title

Boce Secretary
Title

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2-20-2024

Submitter: DHS, WHC, H3C

Submitted to the County Administration Office on: Email Poll 2-8-24

Return Originals to: DHS and Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 2-8-2024 email poll approval for Department of Human Services and WHC for Operating expenses totaling \$7,900.67 and H3C Operating expenses totaling \$375.51 with a Certification date of February 13, 2024 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: \$ _____

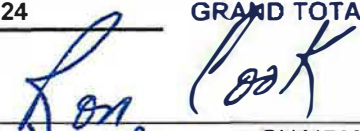


**PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
PAYROLL CERTIFICATION
MONTH: FEBRUARY 2024**

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
DHS:			
SALARY			
FRINGE			
OPERATING	02/13/24	67265-67276	3,588.31
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
LEAP:			
OAP:			
WORK PROGRAM			
FOOD ASSISTANCE:			
WHC:			
SALARY			
FRINGE			
OPERATING	02/06/24	8722-8727	4,312.36

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT EBT AUTHORIZATIONS IN THE AMOUNT OF \$0.00 HAVE BEEN APPROVED. OTHER PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$7,900.67 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

February 13, 2024	GRAND TOTAL	\$	7,900.67
EBT			

2/8/2024		CHAIRMAN
2/8/2024		COMMISSIONER
2/8/2024		COMMISSIONER

2/8/24		DIRECTOR
--------	---	----------

\$1,072,910.62
BALANCE AS OF 2/8/24

HOTLINE COUNTY CONNECTION CENTER
PAYROLL CERTIFICATION
MONTH: FEBRUARY 2024

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY			
FRINGE			
OPERATING	02/13/24	3936-3937	375.51

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$375.51 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

February 13, 2024 GRAND TOTAL \$ 375.51

2/8/2024
DATE
2/8/2024
DATE
2/8/2024
DATE

Ron Cook
CHAIRMAN
Wendy G. Buxton-Andrade
COMMISSIONER
Sharon Hancock
COMMISSIONER

2/8/24
DATE
Paula M. Myles
DIRECTOR

\$242,962.11
BALANCE AS OF 2/8/24

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: February 13, 2024

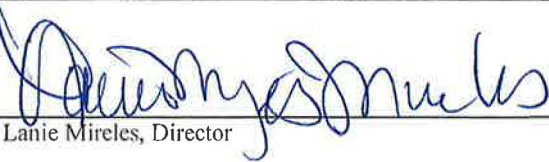
PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

Prepared by:
Mindy Maestas

SALARY		
FRINGE		
OPERATING	67265-67276	3,588.31
CANCELLED		
WHC SALARY		
WHC FRINGE		
WHC OPERATING	8722-8727	4,312.36

TOTAL \$ 7,900.67

Information Only
VOIDED CHECKS #'s:


Lanie Mireles, Director

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: February 13, 2024

HOTLINE COUNTY CONNECTION CENTER FUND

Prepared by:
Mindy Maestas

H3C SALARY

H3C FRINGE

H3C OPERATING 3936-3937

375.51

TOTAL: \$ 375.51

Information Only
VOIDED CHECKS #'s:


Lanie Mireles, Director

PROWERS COUNTY DEPT. OF SOCIAL SERVICES

Invoice Register (By Expense Account)

Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
EXPENSE ACCOUNT: CHILD WELFARE				
AD.2.6.24	CAPITAL ONE	02/06/24		
CLIENT CHARGE				\$165.05
OFFICE SUPPLIES				\$44.14
			INVOICE AD.2.6.24 TOTAL:	<u>\$209.19</u>
AD.2.6.24	PIT STOP	02/06/24		
AUTO SUPPLIES				\$110.36
			INVOICE AD.2.6.24 TOTAL:	<u>\$110.36</u>
AD.2.6.24	JESSICA HALL	02/06/24		
CLIENT CHARGE				\$109.79
			INVOICE AD.2.6.24 TOTAL:	<u>\$109.79</u>
AD.2.6.24	WEX BANK	02/06/24		
AUTO SUPPLIES				\$9.51
			INVOICE AD.2.6.24 TOTAL:	<u>\$9.51</u>
AD.2.6.24	VERIZON WIRELESS	02/06/24		
CELL PHONE				\$351.40
			INVOICE AD.2.6.24 TOTAL:	<u>\$351.40</u>
			EXPENSE ACCOUNT 444.1210 TOTAL:	<u>\$790.25</u>
EXPENSE ACCOUNT: CHILD WELFARE 100%				
AD.2.6.24	PIT STOP	02/06/24		
AUTO SUPPLIES				\$41.11
			INVOICE AD.2.6.24 TOTAL:	<u>\$41.11</u>
AD.2.6.24	WEX BANK	02/06/24		
AUTO SUPPLIES				\$29.09
			INVOICE AD.2.6.24 TOTAL:	<u>\$29.09</u>
AD.2.6.24	VERIZON WIRELESS	02/06/24		
CELL PHONE				\$86.39
			INVOICE AD.2.6.24 TOTAL:	<u>\$86.39</u>
			EXPENSE ACCOUNT 444.1220 TOTAL:	<u>\$156.59</u>
EXPENSE ACCOUNT: NEW CASE WORKER				
AD.2.6.24	PIT STOP	02/06/24		
AUTO SUPPLIES				\$17.71
			INVOICE AD.2.6.24 TOTAL:	<u>\$17.71</u>
AD.2.6.24	VERIZON WIRELESS	02/06/24		
CELL PHONE				\$100.75

			INVOICE AD.2.6.24 TOTAL:	\$100.75
			EXPENSE ACCOUNT 444.1579 TOTAL:	\$118.46
EXPENSE ACCOUNT: CORE				
AD.2.6.24	PIT STOP	02/06/24		
AUTO SUPPLIES				\$30.51
			INVOICE AD.2.6.24 TOTAL:	\$30.51
AD.2.6.24	WALLACE GAS & OIL	02/06/24		
AUTO SUPPLIES				\$47.05
			INVOICE AD.2.6.24 TOTAL:	\$47.05
AD.2.6.24	WEX BANK	02/06/24		
AUTO SUPPLIES				\$37.97
			INVOICE AD.2.6.24 TOTAL:	\$37.97
			EXPENSE ACCOUNT 444.1700 TOTAL:	\$115.53
EXPENSE ACCOUNT: CORE 100%				
3AD.2.6.24	CITY OF LAMAR MUNICIPAL UTIL	02/06/24		
UTILITIES				\$219.90
UTILITIES				\$54.97
			INVOICE 3AD.2.6.24 TOTAL:	\$274.87
			EXPENSE ACCOUNT 444.1800 TOTAL:	\$274.87
EXPENSE ACCOUNT: ECC				
AD.2.6.24	VERIZON WIRELESS	02/06/24		
CELL PHONE/JET PACK				\$130.00
			INVOICE AD.2.6.24 TOTAL:	\$130.00
			EXPENSE ACCOUNT 444.1973 TOTAL:	\$130.00
EXPENSE ACCOUNT: CHILD CARE				
AD.2.7.24	GOBIN'S, INC	02/07/24		
COPIER				\$18.15
			INVOICE AD.2.7.24 TOTAL:	\$18.15
			EXPENSE ACCOUNT 444.2300 TOTAL:	\$18.15
EXPENSE ACCOUNT: TANF				
AD.2.7.24	GOBIN'S, INC	02/07/24		
COPIER				\$6.81
COPIER				\$174.49
			INVOICE AD.2.7.24 TOTAL:	\$181.30
			EXPENSE ACCOUNT 444.4200 TOTAL:	\$181.30
EXPENSE ACCOUNT: FS FRAUD				
AD.2.6.24	THOMSON REUTERS-WEST	02/06/24		
BOOKS/SUBSCRIPTION				\$94.04
			INVOICE AD.2.6.24 TOTAL:	\$94.04

AD.2.7.24 COPIER	GOBIN'S, INC	02/07/24		\$44.85
			INVOICE AD.2.7.24 TOTAL:	<u>\$44.85</u>
			EXPENSE ACCOUNT 444.4400 TOTAL:	<u>\$138.89</u>
EXPENSE ACCOUNT: ADMIN				
AD.2.6.24 CELL PHONE	VERIZON WIRELESS	02/06/24		\$130.76
			INVOICE AD.2.6.24 TOTAL:	<u>\$130.76</u>
AD.2.6.24 CONTRACT	KERR CONSULTING & SUPPORT	02/06/24		\$63.34
			INVOICE AD.2.6.24 TOTAL:	<u>\$63.34</u>
AD.2.6.24 ADP SUPPLIES ADP SUPPLIES	OFFICE DEPOT	02/06/24		\$59.99 \$52.19
			INVOICE AD.2.6.24 TOTAL:	<u>\$112.18</u>
AD.2.7.24 COPIER COPIER	GOBIN'S, INC	02/07/24		\$158.85 \$174.48
			INVOICE AD.2.7.24 TOTAL:	<u>\$333.33</u>
			EXPENSE ACCOUNT 444.7000 TOTAL:	<u>\$639.61</u>
EXPENSE ACCOUNT: CHILD SUPPORT				
AD.2.6.24 BOOKS/SUBSCRIPTION	THOMSON REUTERS-WEST	02/06/24		\$470.18
			INVOICE AD.2.6.24 TOTAL:	<u>\$470.18</u>
AD.2.6.24 AUTO SUPPLIES	WEX BANK	02/06/24		\$21.17
			INVOICE AD.2.6.24 TOTAL:	<u>\$21.17</u>
AD.2.6.24 CONTRACT	CONTACT WIRELESS	02/06/24		\$261.03
			INVOICE AD.2.6.24 TOTAL:	<u>\$261.03</u>
AD.2.7.24 COPIER	GOBIN'S, INC	02/07/24		\$2.27
			INVOICE AD.2.7.24 TOTAL:	<u>\$2.27</u>
			EXPENSE ACCOUNT 444.8000 TOTAL:	<u>\$754.65</u>
EXPENSE ACCOUNT: COUNTY ONLY				
AD.2.6.24 COUNTY ONLY	WEX BANK	02/06/24		\$75.00
			INVOICE AD.2.6.24 TOTAL:	<u>\$75.00</u>
			EXPENSE ACCOUNT 444.9000 TOTAL:	<u>\$75.00</u>
EXPENSE ACCOUNT: WHC				
AD.2.6.24	KERR CONSULTING & SUPPORT	02/06/24		

	\$63.33
INVOICE AD.2.6.24 TOTAL:	<u>\$63.33</u>
EXPENSE ACCOUNT 444.9005 TOTAL:	<u>\$63.33</u>

EXPENSE ACCOUNT: FATHERHOOD

AD.2.6.24 VERIZON WIRELESS 02/06/24
CELL PHONE/JET PACK

	\$90.83
INVOICE AD.2.6.24 TOTAL:	<u>\$90.83</u>

AD.2.7.24 GOBIN'S, INC 02/07/24
COPIES

	\$40.85
INVOICE AD.2.7.24 TOTAL:	<u>\$40.85</u>
EXPENSE ACCOUNT 444.9086 TOTAL:	<u>\$131.68</u>
REPORT TOTAL:	<u><u>\$3,588.31</u></u>

Welcome Home Center

Invoice Register (By Expense Account)

Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
EXPENSE ACCOUNT: WHC				
AD.2.6.24	CAPITAL ONE	02/06/24		
FOOD				\$2,210.17
SUPPLIES				\$75.70
			INVOICE AD.2.6.24 TOTAL:	<u>\$2,285.87</u>
AD.2.6.24	GOBIN'S, INC.	02/06/24		
OFFICE SUPPLIES				\$100.28
			INVOICE AD.2.6.24 TOTAL:	<u>\$100.28</u>
AD.2.6.24	CITY OF LAMAR MUNINCIPAL UTIL	02/06/24		
UTILITIES				\$1,500.59
			INVOICE AD.2.6.24 TOTAL:	<u>\$1,500.59</u>
AD.2.6.24	GREAT PLAINS SECURITY	02/06/24		
SECURITY SERVICE				\$126.23
			INVOICE AD.2.6.24 TOTAL:	<u>\$126.23</u>
AD.2.7.24	WALLACE GAS & OIL, INC.	02/07/24		
AUTO SUPPLIES				\$57.83
			INVOICE AD.2.7.24 TOTAL:	<u>\$57.83</u>
AD.2.7.24	GOBIN'S, INC.	02/07/24		
COPIER				\$241.56
			INVOICE AD.2.7.24 TOTAL:	<u>\$241.56</u>
			EXPENSE ACCOUNT 444.9005 TOTAL:	<u>\$4,312.36</u>
			REPORT TOTAL:	<u><u>\$4,312.36</u></u>

H3C

Invoice Register (By Expense Account)

Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
EXPENSE ACCOUNT: 42011				
AD.2.6.24 IT SUPPORT	KERR CONSULTING	02/06/24		\$63.33
			INVOICE AD.2.6.24 TOTAL:	<u>\$63.33</u>
			EXPENSE ACCOUNT 42011 TOTAL:	<u>\$63.33</u>
EXPENSE ACCOUNT: 43010				
AD.2.8.24 OFFICE SUPPLIES - CHECKS	SAFEGUARD BUSINESS SYSTEMS	02/08/24		\$312.18
			INVOICE AD.2.8.24 TOTAL:	<u>\$312.18</u>
			EXPENSE ACCOUNT 43010 TOTAL:	<u>\$312.18</u>
			REPORT TOTAL:	<u><u>\$375.51</u></u>

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/20/24

Submitter: Department of Human Services

Submitted to the County Administration Office on: 2/8/24

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 Contract Amendment #3 between the Department of Health Care Policy and Financing and Prowers County Department of Human Services in the amount of \$41,653.52 for State Fiscal Year 2024 and authorize Lanie Meyers-Mireles, Department of Human Services Director, to sign via DocuSign.”

Justification or Background:

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

Estimated revenue in the amount of \$41,653.52 to help off-set county share.

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!

CONTRACT AMENDMENT #3

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing	Original Contract Number 2021CMIP051
Contractor Prowers County	Amendment Contract Number 2021CMIP051A3
Current Contract Maximum Amount Initial Term State Fiscal Year 2021 \$27,320.94 Extension Terms State Fiscal Year 2022 \$27,320.94 State Fiscal Year 2023 \$41,164.10 State Fiscal Year 2024 \$41,653.52 Total for All State Fiscal Years \$137,459.50	Contract Performance Beginning Date July 1, 2020 Current Contract Expiration Date June 30, 2024

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Prowers County	STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing
By: _____ Date: _____	By: _____ Date: _____
In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.	
STATE CONTROLLER Robert Jaros, CPA, MBA, JD	
By: _____ Amendment Effective Date: _____	

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract or June 30, 2024.

4. PURPOSE

The purpose of this Amendment is to create and revise performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities. This Amendment includes one new Performance Incentive and the removal of two other Performance Incentives.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. Exhibit A-1 STATEMENT OF WORK, is hereby deleted in its entirety and replaced with Exhibit A-2, STATEMENT OF WORK, attached below. All references to Exhibit A and A-1 shall now reference Exhibit A-2.
- D. Exhibit B-1, RATES, is hereby deleted in its entirety and replaced with Exhibit B-2, RATES, attached below. All references to Exhibit B and B-1 shall now reference Exhibit B-2.

- E. Exhibit D, Review Sample Size Exemption Process Flow, is hereby deleted in its entirety and replaced with Exhibit D-1, Review Sample Size Exemption Process Flow, attached below. All references to Exhibit D shall now reference Exhibit D-1.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

EXHIBIT A-2, STATEMENT OF WORK

1. TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
 - 1.1.1. Applicant - An individual for whom the Contractor is performing a Medical Assistance Eligibility Determination.
 - 1.1.2. Average Speed to Answer (ASA) - A key Call Center metric measuring the average amount of time it takes to answer a phone call from a customer, from the point of call connection to being connected to a live agent, including the time waiting in queue. ASA does not include calls that can be answered through automated means and do not require a live agent.
 - 1.1.3. Benchmark - degrees of performance between undesired current performance and target performance (example: current timeliness 90%, benchmark for next month = 93% until we reach 95%)
 - 1.1.4. Business Day - any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day which the State of Colorado observes one of the holidays listed in C.R.S. §24-11-101(1).
 - 1.1.5. Call Center - A Call Center is defined as having one dedicated line for contacting the Contractor; when members and individuals call in, they are automatically assigned to the next available Contractor agent. This dedicated line should also have technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls. Call Centers can be as small as 2 Contractor staff and as large as 100 or more Contractor staff answering calls.
 - 1.1.6. Child Health Plan *Plus* (CHP+) - public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid program), but not enough to pay for private health insurance.
 - 1.1.7. Compliance Measures - Performance measures tied to contracts to ensure Colorado does not fall below expected federal or state performance standards.
 - 1.1.8. COGNOS/Decision Support System 01 (DSS01) - the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).
 - 1.1.9. Colorado Benefits Management System (CBMS) - the State's eligibility determination system.
 - 1.1.10. Colorado interChange (interChange) - the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collect and analyzes data related to those payments.
 - 1.1.11. Corrective Action Plan (CAP) - A formal plan submitted by the County and in collaboration with the Department who will provide technical assistance to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.
 - 1.1.12. County Administration website - the Department's public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).

- 1.1.13. County Financial Management System (CFMS) - the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
- 1.1.14. County Incentives Program - program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
- 1.1.15. Determination - The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.
- 1.1.16. Disenroll or Disenrollment - The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
- 1.1.17. Eligibility Quality Assurance (EQA) Program - EQA conducts monthly case reviews to monitor the accuracy and timeliness of eligibility determinations for Medical Assistance made by the Contractor, with cases pulled monthly for quality review. Results of the EQA reviews are displayed on the MAP Accuracy Dashboard.
- 1.1.18. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program (<https://hcpf.colorado.gov/memo-series>).
- 1.1.19. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) and Non-MAGI Methodology.
- 1.1.20. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
- 1.1.21. Improvement Action Plan (IAP) - An informal plan submitted by the County to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.
- 1.1.22. Key Performance Indicator – KPI, a specific, measurable and quantifiable measure of performance metrics used to track progress over time toward a specific objective or goal. Call Center KPIs definitions and terminology were shared with Tier 1 counties in FY 2022-23 and will be issued as an attachment in Operational Memo.
- 1.1.23. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals of any age with a chronic or disabling condition.
- 1.1.24. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by the Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.
- 1.1.25. MCC – Health First Colorado Member Contact Center

- 1.1.26. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a Client.
- 1.1.27. Medical Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and benchmarks and the county's actual performance. The MAP Dashboards highlights each county's performance and quality.
- 1.1.28. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.
- 1.1.29. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.30. PuMP - Performance Measurement Process developed by Stacey Barr.
- 1.1.31. Reporting Period - The period of time for each performance standard used to measure whether the Contractor is meeting the requirements of each specific Performance Incentive Standard, including performance targets and/or deliverables.
 - 1.1.31.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
 - 1.1.31.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.32. Redetermination - A Determination as defined under 10 C.C.R. 2505-10 8.100.3.P.
- 1.1.33. State Fiscal Year (SFY) - The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.
- 1.1.34. Status Report - a communication to the Contractor those details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.35. Tableau – is an interactive data visualization software focused on business intelligence; provides a graphic representation of essential information regarding performance measures, targets and benchmarks and the county's actual performance.
- 1.1.36. Timely Determination - Any initial Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.
- 1.1.37. Timely Disenrollment - Processing a change in a member's circumstance resulting in disenrollment within fifteen (15) calendar days.
- 1.1.38. Timely Redetermination - Any Redetermination completed by the last day of the month prior to the month in which the member's new annual enrollment period begins.
- 1.1.39. Target - Degree of performance we are continuously striving to achieve (i.e., 95% Timeliness)
- 1.1.40. Untimely Determination – Any initial Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.
- 1.1.41. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member's new annual enrollment period begins. This is based on the CBMS RRR Due Date.

- 1.1.42. Voice of the Customer - Voice of the Customer (VoC) is a series of different methods that is used to collect customer feedback. A VoC program can help the Contractor capture how customers feel about the experience of accessing services at the Contractor and can produce insights that can help the Contractor create a stronger customer experience.

2. COUNTY DETERMINATIONS

- 2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor's County, required under C.R.S. §25.5-1-101 *et seq.* The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

3.1. Systems Utilized to Determine Compliance

- 3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor's County, the Department will utilize the COGNOS/DSS01 and MAP Dashboard systems to pull data tracking and reports that track the Contractor's compliance with certain Performance Incentive Standards. This data will be visualized on each county's MAP Dashboards.
- 3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor's County, the Department may utilize data from the Colorado interChange system.
- 3.1.3. The above list of systems is not all-inclusive, and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.
- 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.
- 3.1.5. The Contractor shall utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.
- 3.1.6. To determine whether the Contractor met any or all the Call Center Performance Standards, the Department will review county call center systems data for tracking and reports that track the Contractor's compliance with Customer Service Incentive Performance standard.

3.2. Communications Utilized to Determine Compliance

- 3.2.1. The Contractor shall utilize and comply with guidance issued through the HCPF Memo Series and shall fulfill the requirements in Exhibit A Statement of Work thereby enabling Contractor to earn a Performance Incentive Payment.
- 3.2.2. The Contractor shall utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.

3.2.3. If additional guidance or contract clarification is needed, the Department shall release additional guidance to the Contractor through the HCPF Memo Series.

3.2.4. The Department reserves the right to request written documentation from the County to include but not limited to the following: (1) any and all documentation generated by various software and/or systems; (2) written policies and procedures; (3) standard operating procedures; (4) Internal directives and/or communications to staff related to processing or performance guidelines.

3.2.4.1 If the Department requests any documentation outlined in 3.2.4, the County shall respond within five calendar days from the date of the request. If, for reasons outside of the County's control, the County is unable to respond within the five calendar days, the County will notify the Department immediately and request an extension. The request for an extension must be received by the Department within the five-calendar day timeframe as outlined above. The County must provide a reason for the extension. If the request for the delay is not received within the five-calendar day timeline, the request will be denied.

3.2.4.2 The Department reserves the right to extend the deadline or to deny the request for an extension.

4. PERFORMANCE INCENTIVES STANDARD PROGRAM

4.1. The Contractor has the ability to earn Performance Incentive Payments to reimburse a portion of cost sharing as described in Section 2 by meeting targets, benchmarks and/or deliverables as outlined in each Performance Incentive Standard.

4.2. Accuracy Performance Incentive Standard

4.2.1. The Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate, and (2) Target for Errors That Do Not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.

4.2.1.1. Accuracy Targets

4.2.1.1.1. Accuracy targets are set based on the county size of the Contractor. There are two tiers.

4.2.1.1.2. Tier 1 target percentage (%): Contractors with twenty (20) or more cumulative quality assurance case reviews conducted over a twelve-month period. This is the target reported on the MAP Accuracy Dashboard.

4.2.1.1.3. Tier 2 target percentage (%): Contractors with fewer than twenty (20) cumulative quality assurance case reviews conducted over a twelve-month period. This is not reported on the MAP Accuracy Dashboard and used for County Incentives purposes only.

4.2.1.1.4. Based on EQA sampling, large Contractors will exceed twenty cumulative quality assurance reviews over the twelve-month period, resulting in no Tier 2 target for large counties

4.2.1.2. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.

4.2.1.2.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).

4.2.1.2.2. Target Percentages for Incorrect Eligibility Determination Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	5.5%	N/A
Medium	6.6%	13.2%
Small	7.3%	14.6%

4.2.1.3. The Errors That Did Not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility (procedural errors).

4.2.1.3.1. The Errors That Did Not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, redeterminations, and case changes).

4.2.1.3.2. Target Percentages for the Errors That Did Not Impact Eligibility Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	17.9%	N/A
Medium	16.9%	20.9%
Small	23.2%	27.2%

4.2.1.4. HCPF Eligibility Quality Assurance (EQA) Program and Medical Assistance Performance (MAP) Accuracy Dashboard

4.2.1.4.1. The Contractor shall comply with the HCPF Eligibility Quality Assurance Program, per 10 CCR 2505-5 1.020.10.2 and HCPF Operational Memo (OM) 21-057, or whichever later Operational Memo supersedes OM 21-057, which specifies the Contractor's role in the state quality assurance (QA) case review process.

4.2.1.4.1.1. The EQA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor, and EQA case reviews occur monthly.

4.2.1.4.1.2. The Contractor must respond to documentation requests and error findings within ten (10) business days of the request to ensure EQA case reviews are completed timely.

- 4.2.1.4.1.3. The Contractor must respond to the Department's EQA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) business days.
- 4.2.1.4.1.4. If additional or revised guidance relative to the HCPF EQA process is issued through the HCPF Memo Series, the Contractor shall disregard the previous guidance and comply with the new guidance offered through the HCPF Memo Series.
- 4.2.1.4.1.5. The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings each month and sends the results to the County Directors and Board of County Commissioners.
- 4.2.1.5. Determining Compliance with the Accuracy Performance Incentives Standards
- 4.2.1.5.1. The MAP Accuracy Dashboard will be available monthly to the Contractor to determine the Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department shall utilize the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard data, to determine whether the Contractor met or exceeded the specified Accuracy target.
- 4.2.1.5.2. The Department shall use the Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor's Accuracy targets at the end of the fiscal year to determine if the Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has one (1) decimal place and will not be rounded.
- 4.2.1.6. Review Sample Size Exemptions
- 4.2.1.6.1. If the Contractor has a review sample size, as defined in section 4.2.1.6.2, performed by HCPF EQA, the Contractor may be eligible for the Review Sample Size Exemption.
- 4.2.1.6.2. Definition of Review Sample Size
- 4.2.1.6.3. The Contractor with twenty (20) or fewer quality assurance case reviews per fiscal year would qualify for a Review Sample Size Exemption. The Contractor with a review sample size that does not meet one, or both, of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption:
- i. Inaccurate Eligibility Rate and/or,
 - ii. Errors That Did Not Impact Eligibility.
- 4.2.1.6.4. Determining Targets percentage (%) for Potential Review Sample Size Exemptions
- 4.2.1.6.5. HCPF shall have two separate tiers with different target percentages for the Accuracy Targets:
- 4.2.1.6.5.1. Tier 1 target percentage (%): The Contractor with twenty (20) or more quality assurance case reviews completed within the 12-month rolling average.
- 4.2.1.6.5.2. Tier 2 target percentage (%): The Contractor with fewer than twenty (20) quality assurance case reviews completed within the 12-month rolling average.

- 4.2.1.6.6. Review Sample Size Exemption Process
- 4.2.1.6.6.1. The Department shall follow Exhibit D-1 for the Review Sample Size Exemption Process.
- 4.2.1.6.6.2. Definition of Similar Error(s)
- 4.2.1.6.6.3. The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF EQA provides the Contractor with those errors caused by the Contractor that impact accuracy rates. This allows the Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by the Contractor and the same errors repeat in future months, the errors will be considered similar errors.
- 4.2.1.6.6.4. If the Contractor meets only one target with less than twenty (20) reviews, the Review Sample Size Exemption Process will be applied only to the one target not met by the Contractor.
- 4.2.1.6.6.5. The Contractor that does not meet both targets with less than twenty (20) reviews, exemption will be applied to both targets.
- 4.2.1.6.6.6. Notification of Review Sample Size Exemption
- 4.2.1.6.6.7. If the Contractor does not meet the Accuracy Incentive Targets per sections 4.2.1.2.2 and 4.2.1.3.2, the Contractor will be notified through the Status Report of the Second Reporting Period.
- 4.2.1.6.6.8. The Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.6, the Contractor will be notified through the Status Report of the Second Reporting Period.
- 4.2.1.6.6.9. If the Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from the Contractor based on their MAP Accuracy Dashboard and may request additional documentation as specified in section 4.2.1.6.7.
- 4.2.1.6.6.10. The Contractor shall submit any additional documentation requested for the exemption process to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) within ten (10) business days from the day of notification (Ticket Type = County Incentives).
- 4.2.1.6.7. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment
- 4.2.1.6.7.1. The Contractor shall earn the entire Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.2.2 and 4.2.1.3.2 are met after eligible exemption(s) are applied. If only one target is met, 50% of the Accuracy Performance Incentive Payment will be earned. If both targets are not met, no Accuracy Performance Incentive Payment is earned.
- 4.2.2. BENCHMARKS: Contractor-size specific accuracy targets for Inaccurate Eligibility Determinations and Errors That Did Not impact Eligibility as detailed in 4.2.1.2.2 and 4.2.1.3.2
- 4.3. Performance Compliance Performance Incentive Standard

- 4.3.1. The Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 2 when the Contractor meets at least three (3) out of the four (4) following benchmarks:
- Application Timeliness of Determinations, 45 Days
 - Application Timeliness of Determinations, 90 Days
 - Pending Exceeding Processing Guidelines (EPG) 45 Determinations (EPG 45)
 - Pending Exceeding Processing Guidelines (EPG) 90 Determinations (EPG 90)
- 4.3.2. Department Monitoring of MAP Dashboards
- 4.3.2.1. HCPF updates the MAP Dashboards monthly, which are accessible to the Contractor through the MAP Dashboard Tableau site; copies of these Dashboards are also emailed monthly to Contractor directors, secondary directors and Board of County Commissioners.
- 4.3.2.2. If HCPF determines that the Contractor has not met specified performance benchmarks, a Management Decision Letter (MDL) will be issued. The MDL will require the Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP) that will improve the Contractor's performance.
- 4.3.2.2.1. The Contractor shall refer to HCPF OM 21-078 for guidance on MDLs, IAPs and CAPs, or whichever later Operational Memo supersedes HCPF OM 21-078.
- 4.3.2.3. The MDL and associated IAP or CAP shall address the root causes of not meeting performance benchmarks and will support the Contractor in achieving future performance compliance.
- 4.3.3. Contractor Monitoring of MAP Dashboards
- 4.3.3.1. The Contractor shall monitor the monthly published MAP Dashboards to ensure targets are met.
- 4.3.3.2. The Contractor shall designate Contractor staff to be MAP Dashboard performance owners. Performance owners will have access to the MAP Dashboards and follow the Standard Operating Procedure (SOP) or HCPF Memo Series guidance. The Contractor shall use the MAP Dashboard to ensure targets are met and to take the necessary action(s) to mitigate ongoing errors when necessary.
- 4.3.3.3. The Contractor shall review and investigate the root causes for not achieving the target(s) and, if issued an MDL, shall submit the requested IAP or CAP by the required due date listed on the notice.
- 4.3.3.3.1. If additional guidance or clarification pertaining to MDLs, IAPs and CAPs is issued by the HCPF, the Contractor shall comply with the most current guidance, issued through the HCPF Memo Series.
- 4.3.4. Determining Compliance with Performance Compliance Performance Incentives Standard
- 4.3.4.1. Timeliness of Determinations
- 4.3.4.1.1. The Contractor shall complete at least ninety-five percent (95%) of Application Timeliness of Determinations, 45 Days as Timely Determinations. Application Timeliness of Determinations, 90 Days shall be calculated separately (see 4.3.4.2).

4.3.4.1.2. The Department will total all Timely Determinations the Contractor completed within the Reporting Period and divide that by the total number of Determinations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.3.4.1.2.1. The Department will utilize the MAP Applications Dashboard to determine compliance with timeliness benchmark.

4.3.4.1.2.2. The MAP Applications Dashboard data will be pulled the 20th of each month and after the end of each Reporting Period to determine the Contractor's performance over the entire six-month Reporting Period.

4.3.4.2. Application Timeliness of Determinations, 90 Days

4.3.4.2.1. The Contractor shall complete at least ninety-five percent (95%) of all Application Timeliness of Determinations, 90 Days as Timely Determinations.

4.3.4.2.1.1. The Department will total all Timely Determinations for Application Timeliness of Determinations, 90 Days the Contractor completed within the Reporting Period and divide that by the total number of Application Timeliness of Determinations, 90 Days completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.3.4.2.2. Determining Compliance with the Application Timeliness of Determinations, 90 Days

4.3.4.2.2. The Department will utilize the MAP Applications Dashboard to determine compliance with the timeliness benchmarks.

4.3.4.2.2. The MAP Applications Dashboard will be pulled the 20th of each month and after the end of each Reporting Period.

4.3.4.3. Pending Exceeding Processing Guidelines (EPG) Determinations

4.3.4.3.1. The Contractor's Pending EPG Determinations average at the end of each Reporting Period 2 shall be at or below the targets described in the following table:

4.3.4.3.2. Contractor Targets Pending EPG Table

County Size	Pending EPG 45	Pending EPG 90
Large	≤ 25	≤ 10
Medium	≤ 5	≤ 3
Small	≤ 3	≤ 1

4.3.4.3.3. To determine the Pending EPG Determinations average, the Department will total the Pending EPG Determinations of each month of the Reporting Period and divide by the number of months in the Reporting Period.

4.3.4.3.3.1. The MAP Applications Dashboard, Pending EPG 45 and 90 measure, will be used to determine the Contractor's amount of Pending EPG 45 and 90 Determinations for each month of each Reporting Period.

- 4.3.4.3.3.2. The MAP Applications Dashboard data will be pulled on the 20th of each month, or the next business day thereafter.
- 4.3.4.3.3.3. The Department will round the Pending EPG 45 and 90 Determinations average to the nearest whole number.
- 4.3.5. Small County and Sample Size Exceptions
- 4.3.5.1.1. If the Contractor processes a total of one hundred (100) or fewer Application Timeliness of Determinations, 45 Days per month, the Contractor shall be deemed to have met the timeliness percentage benchmark so long as they had ten (10) or fewer Untimely Determinations during that Reporting Period.
- 4.3.5.1.2. If the Contractor processes a total of ten (10) or fewer Application Timeliness of Determinations, 90 Days per Reporting Period, the Contractor shall be deemed to have met the Application Timeliness of Determinations, 90 Days percentage benchmark so long as they had four (4) or fewer Application Timeliness of Determinations, 90 Days during that Reporting Period.
- 4.3.5.1.3. There are no Small County or Sample Size Exceptions for either Pending EPG 45 or EPG 90 Determinations.
- 4.3.6. Exemptions for Unusual Circumstances
- 4.3.6.1. The Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations benchmark as described in section 4.3.4.1 and 4.3.4.2, failure to meet Pending EPG Determinations benchmark as described in section 4.3.4.3.
- 4.3.6.2. The exemption process for unusual circumstances is described in section 6, Exemptions.
- 4.3.7. BENCHMARK: Three (3) out of the following four (4) benchmarks are met:
- $\geq 95.00\%$ timeliness average over each Reporting Period for Application Timeliness of Determinations, 45 Days as described in section 4.3.4.1
 - $\geq 95.00\%$ timeliness average over each Reporting Period for Application Timeliness of Determinations, 90 Days as described in section 4.3.4.2
 - \leq Pending EPG 45 Determinations average over Reporting Period 2 at or below target based on Contractor size as described in section 4.3.4.3
 - \leq Pending EPG 90 Determinations average over each Reporting Period below limit based on Contractor size as described in section 4.3.4.3
- 4.3.8. Customer Service Performance Incentive Standard
- 4.3.8.1. The Contractor may earn one Customer Service Performance Incentive Payment at the end of the Second Reporting Period in which the Contractor submits the required deliverable(s) as outlined for each Contractor Customer Service Tier relating to improving customer service through the monitoring of metrics and the development of improvement plans that demonstrate the Contractor is actively implementing the rule 10 CCR 2505-5 1.020.3.4, which requires the county director to have a documented policy/process outlining the administrative internal controls that ensure the Contractor provides timely, respectful and culturally-appropriate customer service to Medical Assistance applicants and members.

- 4.3.8.2. Contractor Customer Service Tier
- 4.3.8.3. The Department assigned the Contractor to a Customer Service Tier during Fiscal Year 2022-23. The Customer Service Tier determines which customer service metrics, benchmarks and deliverables the Contractor must meet and/or submit to earn a Customer Service Performance Incentive Payment.
- 4.3.8.4. Customer Service Tier Reclassification
 - 4.3.8.4.1. The Department may, in consultation with the Contractor, amend its initial classification and reclassify the Contractor to a different Customer Service Tier.
 - 4.3.8.4.2. Any reclassification approved by the Department, in consultation with the Contractor, shall take effect the following Reporting Period.
 - 4.3.8.4.3. Contractor reclassifications from either Tier 2 option to Tier 1 are allowable.
- 4.3.9. Customer Service Tier 1
 - 4.3.9.1. If the Contractor is assigned to the Customer Service Tier 1 category, the Department shall classify the Contractor as Tier 1 to determine what the Contractor's required metrics, benchmarks and deliverables are.
 - 4.3.9.1.1. Customer Service Tier 1
 - 4.3.9.1.1.1. If the Contractor is classified as Tier 1, the Contractor is understood to have an active call center operation, which can be as small as two Contractor staff or as large as 100 or more Contractor staff members answering calls, with a dedicated line which has the technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls.
 - 4.3.9.1.1.2. If the Contractor is classified as Tier 1, the Contractor shall complete the each of the following benchmarks and deliverables to earn a Customer Service Performance Incentive Payment:
 - 4.3.9.1.1.3. Submit to the Department monthly Call Center reporting from the Contractor's available data that complies with the Call Center data reporting requirements determined by Department.
 - 4.3.9.1.1.4. Monthly reporting will be due on the 10th of each month and sent electronically to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountyRelations>).
 - 4.3.9.1.1.5. To meet fiscal year end requirements, monthly reporting for June 2024 data is due by July 3, 2024.
 - 4.3.9.1.1.6. Data elements required to be submitted by the Contractor shall be issued via HCPF Memo Series.
 - 4.3.9.1.1.7. Meet and/or exceed a service-level performance target for the Contractor's Call Center Average Speed to Answer (ASA) by the Second Semi-Annual Due Date, July 5, 2024.
 - 4.3.9.1.1.8. The service-level performance target for the Contractor's ASA was jointly determined by HCPF and the Contractor at the end of FY 2022-23. This occurred during the second technical assistance meeting in June 2023 as required during

that fiscal year. ASA targets shall be average for the six-month period of January to June 2024. Targets shall be issued via HCPF Memo Series.

- 4.3.9.1.1.9. Attend, at a minimum two, half-hour technical assistance (a learning and support session) with the Department's MCC Operations staff before June 14, 2024.
- 4.3.9.1.1.10. At a minimum, one technical assistance will occur during each of the reporting periods.
- 4.3.9.1.1.11. The Contractor can request additional support, beyond the required session detailed 4.3.9.1.1.9, from the MCC Operations staff to improve its ASA performance by contacting the County Relations webform.
- 4.3.9.1.1.12. The Department can require additional technical assistance in addition to the two required technical assistance meetings if the Contractor's data indicates additional support is necessary to meet the ASA benchmark.
- 4.3.9.1.1.13. The Contractor assigned to Customer Service Tier 1 must comply with the provisions in sections 4.3.9.1.1 to earn a Customer Service Performance Incentive Payment.

4.3.10. Customer Service Tier 2

- 4.3.10.1. If the Contractor is assigned to the Customer Service Tier 2 category, the Department shall classify the Contractor as Tier 2A or Tier 2B to determine what the Contractor's required metrics, benchmarks and deliverables are.
- 4.3.10.2. If the Contractor is classified as Tier 2A or 2B, the Contractor is understood to be small enough in operations and workload where a call center (defined as at least two or more staff members answering a dedicated line and to not have the technology in place, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls) is cost-prohibitive or not supportable under existing funding or staffing allocations.
- 4.3.10.3. If the Contractor is classified as Tier 2A, the Contractor shall complete each of the following benchmarks and deliverables to earn a Customer Service Performance Incentive Payment:
 - 4.3.10.3.1. Implement the Customer Service Survey Outreach Plan submitted at the end of FY 2022-23 and submit a report in Reporting Period 2 updating the Department on the implementation of the Customer Service Survey Outreach Plan. A template will be provided to Tier 2A Contractors by the Department
 - 4.3.10.3.1.1. If the Contractor classified as Tier 2A did not submit a Customer Service Survey Outreach Plan in FY 2022-23, the Contractor is required to submit a Customer Service Survey Outreach Plan in FY 2023-24 and to meet all other Tier 2A benchmarks and deliverables to earn the Customer Service Incentive.
 - 4.3.10.3.1.2. The Customer Service Survey is managed by HCPF and does not require any action from the Contractor. The Customer Service Survey is sent by HCPF to all members who have an email address on file in PEAK each calendar quarter.
 - 4.3.10.3.1.3. The Contractor's baseline was determined at the end of FY 2022-23 and is used to determine what percentage of survey participation rate must be increased during FY 2023-24.

- 4.3.10.3.1.4. The Customer Service Survey Outreach Plan shall include the Contractor's methodologies and strategies for increasing applicant and member participation in the Department's Customer Service Survey in the following contract cycle.
- 4.3.10.3.1.5. The Customer Service Outreach Plan will include, at minimum, the following:
- 4.3.10.3.1.6. Who is responsible for the Contractor's Outreach Plan
- 4.3.10.3.1.7. What communications, methodologies and strategies will be used to engage with applicants and members to increase participation in the survey
- 4.3.10.3.1.8. How the Contractor will ensure that negative action is not taken against applicants and members who decline to participate in the Customer Service Survey
- 4.3.10.3.1.9. How the Contractor tracks and monitors its participation rate based on Department-provided data
- 4.3.10.3.1.10. No template is provided to the Contractor for the Customer Outreach Plan; the Contractor's Outreach Plan shall be detailed on the Contractor's letterhead.
- 4.3.10.4. If the Contractor is classified as Tier 2B, the Contractor shall complete each of the following benchmarks and deliverables to earn a Customer Service Performance Incentive Payment:
 - 4.3.10.4.1. Implement the Customer Service Improvement Plan (CSIP) submitted at the end of FY 2022-23 and submit a report in Reporting Period 2 updating the Department of implementation of the Customer Service Survey Outreach Plan. A template for the report will be provided to Tier 2B Contractors by the Department.
 - 4.3.10.4.1.1. If the Contractor classified as Tier 2B did not submit a Customer Service Improvement Plan (CSIP) in FY 2022-23, the Contractor is required to submit a Customer Service Improvement Plan (CSIP) and to meet all other Tier 2B benchmarks and deliverables to earn the Customer Service Incentive
 - 4.3.10.4.1.2. The Customer Service Survey is managed by HCPF and does not require any action from the Contractor. The Customer Service Survey is sent by HCPF to all members who have an email address on file in PEAK each calendar quarter.
 - 4.3.10.4.1.3. The Contractor's baseline was determined at the end of FY 2022-23 and is used to determine what percentage of survey participation rate must be increased during FY 2023-24.
 - 4.3.10.4.1.4. The Customer Service Improvement Plan (CSIP) shall:
 - 4.3.10.4.1.5. Does not require a standardized template, but must be written on the Contractor's formal letterhead, approved by the Contractor's director and include each of the required elements: Voice of the Customer, Complaints and Negative Feedback, and Data Collection.
 - 4.3.10.4.1.6. Voice of the Customer
 - 4.3.10.4.1.7. Address how the Contractor hears from customers on a regular basis through regular and ongoing data and information collection. If the Contractor does not have active processes in place to integrate the Voice of the Customer, the CSIP must include how the Contractor is rectifying the lack of information on customer satisfaction.

- 4.3.10.4.1.8. Address how the Contractor is or isn't using data to determine customer satisfaction
- 4.3.10.4.1.9. Include how the Contractor is actively implementing processes that integrate the Voice of the Customer.
- 4.3.10.4.1.10. Include how the Contractor, through its customer service processes, provides supports to underserved and/or at-risk populations and communities.
- 4.3.10.4.1.11. Complaints and Negative Feedback
- 4.3.10.4.1.12. Detail how the Contractor works to ensure timely responses and requests for support from the customer, to avoid complaints where possible.
- 4.3.10.4.1.13. If a complaint is submitted, the CSIP shall include how the Contractor addresses positive and negative feedback received through process improvement, training and coaching, positive reinforcement with staff or other methods.
- 4.3.10.4.1.14. Prescribe how the Contractor's processes integrate or align with the Department's centralized complaint process as issued in HCPF Memo Series.
- 4.3.10.4.1.15. Data Collection
- 4.3.10.4.1.16. Detail what data is collected, how the data is collected ongoing and what tracking mechanisms are in place.
- 4.3.10.4.1.17. Include what steps the Contractor takes when actionable data on customer service satisfaction is collected.
- 4.3.10.4.1.18. Describe what tools the Contractor uses, if any, to collect its data and inform its process improvements.
- 4.3.11. Customer Service Performance Incentive Standard Exemptions for Unusual Circumstances
 - 4.3.11.1. The Contractor may request an exemption for unusual circumstances for failure to meet the service-level performance targets as detailed in section 4.3.9.1.1.8, if the Contractor was classified by the Department as Customer Service Tier 1A or 1B.
 - 4.3.11.2. No exemptions for unusual circumstances are allowed for deliverables for each Tier for Contractors classified as Customer Service Tier 1, Tier 2A or 2B. Deliverables include any required plans, reports, data, and technical assistance.
 - 4.3.11.3. The exemption process for unusual circumstances is described in section 6, Exemptions; only Contractor exemption requests that follow the process and meet the requirements as outlined in section 6 will be considered by the Department.
- 4.3.12. PERFORMANCE BENCHMARK:
 - 4.3.12.1. Tier 1: Meet or exceed customized Average Speed to Answer by end of Second Reporting Period and complete required participation in technical assistance sessions with MCC. Submit call center reporting data as detailed in 4.3.9.1.1.4 and 4.3.9.1.1.5.
 - 4.3.12.2. Tier 2A and Tier 2B: Submit a report on implementation of each tiers identified customer service plan (report template to be provided by the Department). Customer Service survey response rates to increase as averaged over the course of the fiscal year when compared to the initial survey sent May 2023 which established a baseline. Deliverable is measured by increase in number of responses to be released in HCPF Memo Series. If Contractor

did not submit a Customer Service Outreach Plan or Customer Service Improvement Plan (CSIP) in FY 2022-23, the Contractor shall be required to submit one in FY 2023-24 to earn the Customer Service Incentive in addition to all other Tier 2 benchmarks and deliverables.

5. SEMI-ANNUAL REPORTING

5.1. The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. The Contractor must submit documentation to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email HCPF CountyRelations@state.co.us, unless otherwise specified through the HCPF Memo Series.

5.1.1. For the Second Reporting Period, the Contractor shall submit the following documentation:

5.1.1.1. Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if the Contractor failed to meet specified target(s). The Contractor shall only submit documentation upon the Department's request after the release of the Report Period 2 Status Report.

5.1.1.1.1. Any Customer Service Performance Incentive Standard Plans, reports or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series. A due date for any plans not submitted in FY 2022-23 will be provided in HCPF Operational Memo.

5.1.1.1.1.1. DUE DATE: June 14, 2024

6. EXEMPTIONS

6.1. The Contractor may request an exemption for unusual circumstances for specific Performance Incentive Standards by following the process as outlined in section 6.

6.1.1. Based on the Department's review of the Contractor's request, partial payment of the Performance Incentive Standard Payments may be made at the Department's discretion, which is not subject to exemption request or dispute. The Department's decision on partial payment is final in addition to any Performance Incentive Payments made based on the Department's determination.

6.2. Definition of Unusual Circumstances

6.2.1. Unusual circumstances are defined as uncommon, rare or sudden events such as ransomware or other types of cybersecurity attacks, natural disasters, etc. The circumstance must have been out of the Contractor's direct control, and which directly result in the failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard.

6.2.2. Unusual circumstances for which the Contractor can request exemption include the anticipated end of the federal COVID-19 Public Health Emergency or other circumstances that cause a large, sustained increase in workload.

6.2.3. Unusual circumstances do not include circumstances for which the Contractor had direct knowledge or control over, including the Contractor's clear and demonstrated failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard is evident.

- 6.2.4. The Department's determination of whether the Contractor's request for exemption meets the definition of unusual circumstances is final.
- 6.3. Process for Unusual Circumstances Exemption Requests
- 6.3.1. The process for the Contractor to submit an exemption request shall be communicated via the HCPF Memo Series for each Performance Incentive Standard.
- 6.3.2. Unusual circumstances exemption requests must include thorough supporting documentation from the Contractor clearing outlining what unusual circumstance occurred and what occurred as a result of the unusual circumstance. The Contractor shall be responsible for timely submission of any additional documentation requested by the Department for the exemption process determination.
- 6.3.3. General questions on unusual circumstances exemption requests should be submitted to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email HCPF_CountyRelations@state.co.us.
- 6.4. Department Review and Approval of Exemption Requests
- 6.4.1. Based on the Contractor's unusual circumstances exemption request and supporting documentation, the Department will provide the Contractor with an approval or denial of the request on the Final Status Report.
- 6.4.2. If the Department approves the unusual circumstances exemption request, partial payment will be made to the Contractor. Partial payment will align with the Performance Incentive Standard exemption request the Department ultimately approved.
- 6.4.2.1. The Department has the sole authority to determine the amount of partial payment, which is not subject to dispute by the Contractor.
- 6.4.2.2. If partial payment is made based on the Contractor's unusual circumstances exemption request, the Department will provide the actual amount of the partial payment on the Final Status Report.
- 6.4.3. If the Department denies the unusual circumstances exemption request submitted by the Contractor, the Performance Incentives Payments issued are final and are not subject to further dispute or appeal.
- 6.4.4. The Department has the sole discretion to approve or reject any request for unusual circumstances exemptions and may limit the total number of approved exemptions for all Performance Incentive Standards.
- 6.4.5. Non-Allowable Exemption Reasons
- 6.4.5.1. The Department will deny unusual circumstances exemption requests that are (1) determined to be the fault of the Contractor; (2) unusual circumstances that did not exist; (3) and/or any exemption requests based on the following but not limited to the following:
- 6.4.5.1.1. The Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
- 6.4.5.1.2. The Contractor failed to meet contractually specified requirements relating to performance benchmarks of any Performance Incentive Standards eligible for exemption requests.

- 6.4.5.1.3. The Contractor's failure to review and utilize County Administration regulations at 10 CCR 2505-5 1.020 and County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
- 6.4.5.1.4. The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
- 6.4.5.1.5. The Contractor's failure to use the MAP Dashboards for the purposes of fulfilling Exhibit A, Statement of Work.
- 6.4.5.1.6. The Contractor's failure to use EQA case review results for the purposes of fulfilling Exhibit A, Statement of Work. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
- 6.4.6. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further documentation from the Contractor to determine whether the request for exemption meets the exemption standards as stated in Section 6, Exemptions.
- 6.5. Performance Incentive Standards Eligibility for Unusual Circumstances Exemption Requests.
- 6.5.1. Unusual circumstances exemption requests will be considered for any Performance Incentive Standard listed under section 6.5.1.
- 6.5.1.1. Customer Service Performance Incentive Standard
- 6.5.1.2. Accuracy Performance Incentive Standard
- 6.5.1.3. Performance Compliance Performance Incentive Standard

7. NOTIFICATIONS

- 7.1. After each Reporting Period, the Contractor will be provided a Status Report that outlines Performance Incentive Standards that were met.
- 7.1.1. The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.
- 7.1.2. If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.
- 7.2. After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by the Contractor.
- 7.2.1. The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.
- 7.3. Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.

- 7.4. Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.
- 7.4.1. If the Department experiences unusual circumstances resulting in a delay with sending the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution during the ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period and provide an updated timeline for sending the Contractor's Reporting Period or final Status Reports.
- 7.5. The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.
- 7.6. The Contractor will have the opportunity to dispute the Status Report results as defined in Section 8, Dispute Resolution.

8. DISPUTE RESOLUTION

8.1. Opportunity and Timeframe for Dispute Resolution

- 8.1.1. In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.
- 8.1.1.1. The final Status Report cannot be disputed per section 7.2.1.
- 8.1.1.1.1. The Contractor will have seven (7) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.
- 8.1.1.1.1.1. If the Contractor fails to dispute the Reporting Period Status Report within seven (7) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

8.2. Allowable Disputes

- 8.2.1. The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:
- 8.2.1.1. If the Department states supporting documentation was omitted in its entirety or if the Department states the documentation was submitted outside of the time frames outlined in the Contract and the Contractor refutes the claim, the Contractor must submit proof of submission. The Contractor must show the documentation was in fact submitted in a timely manner and in accordance with the contractually required due date. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
- 8.2.1.2. The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will utilized to determine compliance with a Performance Incentive Standard.
- 8.2.1.2.1. The Contractor will be responsible for providing all necessary and relevant data to the Department for the purposes of determining if the Contractor's data in fact conflicts with the Department's data.

- 8.2.1.2.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.
- 8.2.1.2.3. Any and all supporting documentation allowed under this sub-section must be submitted to the Department within (3) three calendar days of said documentation being determined relevant by the Department. If the documentation is not received by the Department by the timeframe outlined, it will no longer be considered in the Dispute Resolution process.
- 8.2.2. The Department reserves the right to add additional allowable dispute reasons on a case-by-case basis based on new and relevant information made available to the Department from the Contractor. The Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.
- 8.3. Nonallowable Disputes
 - 8.3.1. The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
 - 8.3.1.1. The Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
 - 8.3.1.2. The Contractor failed to meet contractually specified requirements relating to performance benchmarks of any Performance Incentive Standard.
 - 8.3.1.3. The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
 - 8.3.1.4. The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
 - 8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

9. COMPENSATION

9.1. Compensation

9.1.1. Performance Incentive Payment

- 9.1.1.1. The Department shall pay the Contractor, after the end of the state fiscal year in which the work was performed, in addition to Performance Incentive Payments for each Performance Incentive Standard met during the applicable Reporting Period as follows:
 - 9.1.1.1.1. The Department shall pay the Contractor an Accuracy Performance Incentive Payment, if applicable, as shown in Exhibit B-2 at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard. (To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors That Do Not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.)

- 9.1.1.1.2. The Department shall pay the Contractor a Performance Compliance Performance Incentive Payment as shown in Exhibit B-2 at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard during the second Reporting Period.
- 9.1.1.1.3. The Department shall pay the Contractor a Customer Service Performance Incentive Payment as shown in Exhibit B-2 at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.2. Remaining Funds Incentive Pool Payment
 - 9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.
 - 9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:
 - 9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that opted out of participation in the Performance Incentive Standards Program for that SFY.
 - 9.1.2.1.1.2. Each of the Performance Incentive Payments the Accuracy Performance Incentive Standard, Performance Compliance Performance Incentive Standard, the Customer Service Performance Incentive Standard and the Continuous Coverage Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.
 - 9.1.2.1.1. The Contractor shall be eligible for Remaining Funds Incentive Pool payments.
 - 9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.
 - 9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:
 - 9.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
 - 9.1.2.2.2. Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
 - 9.1.2.2.3. The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.
- 9.2. Payment Procedures
 - 9.2.1. The Contractor shall receive Performance Incentive Payments at the end of the Second Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.
 - 9.2.1.1. If the Contractor's County administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.
 - 9.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid County administration expenditure. In no event shall the Contractor be paid more

than the Contractor's County share of Medicaid County administration expenditure in any Reporting Period or fiscal year.

- 9.2.3. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.
- 9.2.4. The Contractor shall be paid the Performance Incentive Payment through the County Financial Management System (CFMS).
- 9.2.5. The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.
- 9.2.5.1. The Incentive Payment earned is unrestricted, and the Contractor may utilize the fund per the Contractors discretion.

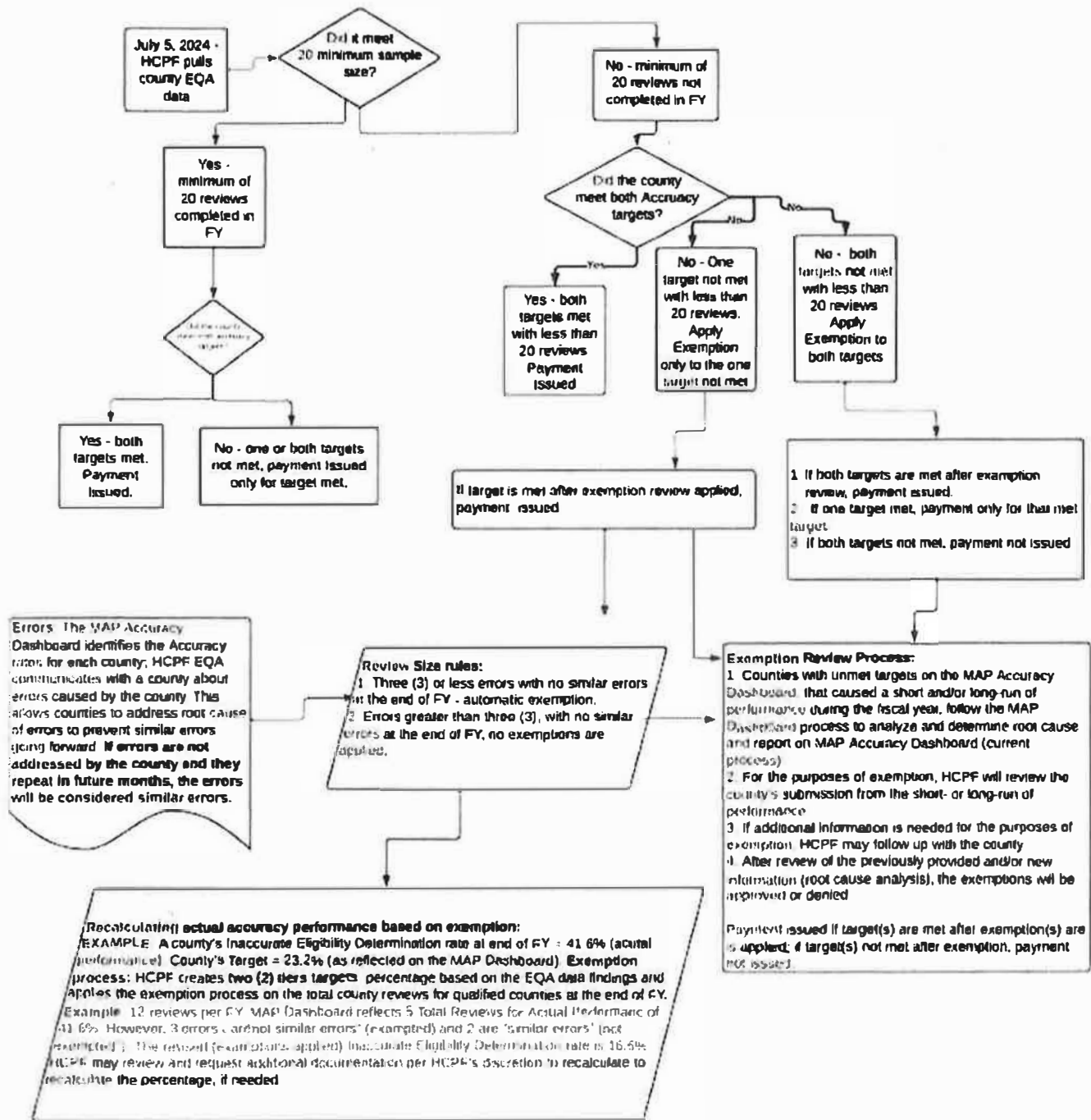
EXHIBIT B-2, RATES

SFY 2023-24 Incentives Payment Table

To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors That Do Not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.

Incentive Payment Name	% Of Funding	Payment Amount
Accuracy Performance Incentive Payment	40%	\$16,661.41
Performance Compliance Performance Incentive Payment	30%	\$12,496.06
Customer Service Incentive Payment	30%	\$12,496.06
Total		\$41,653.52

Exhibit D-1: Review Sample Size Exemption Process Flow



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2-20-2024

Submitter: Sam Zordel, County Sheriff

Submitted to the County Administration Office on: Email Poll 2-4-24

Return Originals to: Sam Zordel & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 2-4-2024 email poll approval of the Prowers County Sheriff's Office joining Colorado Information Sharing Consortium (CISC) in regards to sharing data and information with other CISC members of Law Enforcement agencies across Colorado which includes an IGA with CISC and authorizing Prowers County Sheriff, Sam Zordel to execute the IGA.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on: 2-4-2024

Additional Approvals (if required):



Prowers County Sheriff's Office

103 E. Oak Street, Lamar, Colorado 81052

719-336-8050 719-336-7900 fax

Sheriff Sam Zordel

Date 02-06-2024

David Shipley, Executive Director
Colorado Information Sharing Consortium
c/o P.O. Box 971
Berthoud, CO 80513

To Whom It May Concern,

As Prowers County Sheriff, it is concerning that Colorado has led the nation in auto theft and related crime for the past several years where the implications of these crimes result in a detriment to the safety and welfare of all Colorado citizens and peace officers. As motor vehicle theft oftentimes involves prolific offenders, committing a variety of other crimes while using stolen vehicles, and cross multiple jurisdictions, I believe it is important to enhance our ability for a statewide law enforcement tracking and reporting system to combat these and other crimes. I understand the Colorado Legislature and Governor Polis authorized an additional \$5M to address statewide auto theft under SB23-257, which is managed by the Colorado Auto Theft Prevention Authority (CATPA). In response, CATPA has provided a portion of the SB23-257 funding to assist all Colorado law enforcement agencies with information sharing capability utilizing the **Colorado Information Sharing Consortium (CISC)**. I believe this additional funding will help keep our officers safe by supporting active and effective strategies to reverse this frustrating and dangerous crime trend.

To aid in the effort of identifying and apprehending offenders contributing to this crime wave, the Prowers County Sheriff's Office hereby indicates its intent to join the **Colorado Information Sharing Consortium (CISC)** for calendar year 2024 and pay its Membership fee. This commitment is based on all other related costs being covered by a CATPA SB23-257 Grant awarded to the Colorado State Patrol (CSP). These related costs will cover all of my designated agency users to have access to the CISC analytics (e.g., Lumen and/or Accurint Virtual Crime Center) and any of my agency's designated law enforcement records to be replicated into the CISC. This commitment is based on the need to share valuable law enforcement-related data with other authorized agencies in the State, under the condition that the Prowers County Board of County Commissioners provides administrative and/or financial approval of this commitment. Further, this agency intends to remain a CISC Member in 2025 and beyond, provided the Legislature continues to support the bulk of the costs to do so for every Member Agency, regardless of size and financial status.



Prowers County Sheriff's Office

103 E. Oak Street, Lamar, Colorado 81052

719-336-8050 719-336-7900 fax

Sheriff Sam Zordel

I would like to thank Governor Polis, the State Legislature, CATPA, the CSP, and the CISC for their leadership in providing this first-in-the-nation opportunity that will surely improve the quality of life and safety for all peace officers and law-abiding Colorado citizens.

Please contact me should you need further information.

Sincerely,


A handwritten signature in black ink, appearing to read "S Zordel", written over a horizontal line.

Sam Zordel
Sheriff – Prowers County

**SEPARATE SIGNATURE PAGE
TO THE
INTERGOVERNMENTAL AGREEMENT
OF THE
COLORADO INFORMATION SHARING CONSORTIUM**

By signing this separate signature page to the Intergovernmental Agreement of the Colorado Information Sharing Consortium (the "Agreement"), the undersigned agrees to be bound by the terms and conditions of the Agreement. Consistent with paragraph 32 of the Agreement, upon delivery of this signed signature page to the Manager of the CISC, satisfaction of any conditions imposed by the Board, if applicable, and payment of any CISC membership fees, if applicable, the undersigned shall be a Party to the Agreement with all the rights and responsibilities thereunder. This signature page shall be appended to the Agreement and shall become part of the Agreement as of the date listed below.

Name of Entity: Prowers County Sheriff's Office

By: 
Name: Sam Cordet

Title: SHERIFF

Date: 2-6-2024

Attest
:

Name
:

**INTERGOVERNMENTAL AGREEMENT
OF THE
COLORADO INFORMATION SHARING CONSORTIUM**

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**INTERGOVERNMENTAL AGREEMENT
OF THE
COLORADO INFORMATION SHARING CONSORTIUM**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is effective as of the 7th day of April, 2014 (the "Effective Date," as further defined below) by and between the Adams County Sheriff's Office, the Arapahoe County Sheriff's Office, the City of Aurora, the Colorado Department of Public Safety of the State of Colorado, the City of Colorado Springs, the City of Commerce City, the City and County of Denver, the Douglas County Sheriff's Office, the City of Grand Junction, the Board of County Commissioners of the County of Jefferson, the Board of County Commissioners of the County of Mesa, and all other entities or agencies that sign this Agreement consistent with the requirements herein (individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Parties are each authorized to lawfully provide, establish, maintain, and operate law enforcement services;

WHEREAS, Part 2 of Article 1, Title 29 of the Colorado Revised Statutes (the "C.R.S.") encourages and authorizes intergovernmental agreements for the joint and cooperative provision of public services;

WHEREAS, C.R.S. § 29-1-203 authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each and to establish a separate legal entity to do so;

WHEREAS, 21 U.S.C. § 873 and regulations promulgated thereunder authorize certain agencies within the Federal government to cooperate with local, state, tribal, and Federal agencies for the purpose of exchanging certain information;

WHEREAS, the Parties, along with other Colorado law enforcement entities, have previously entered into a nonbinding and voluntary memorandum of understanding (the "MOU") to jointly develop the statewide Colorado Information Sharing Consortium (the "CISC") with the purpose and intent of sharing law enforcement information, primarily through a software product known as COPLINK;

WHEREAS, the Parties, along with the other signatories of the MOU, have determined that it is in the public's best interest to formalize the CISC into a legal entity in order to permit the CISC to enter into contracts and utilize economies of scale for the purchase of future services, products, and maintenance and to enter into information sharing agreements with jurisdictions outside the State of Colorado;

WHEREAS, the Parties and other signatories of the MOU have agreed to organize and operate a separate legal entity pursuant to C.R.S. § 29-1-203(4), which shall be known as the Colorado Information Sharing Consortium; and

WHEREAS, the Parties intend for other entities or agencies to join as Parties to this Agreement by signing a separate signature page to this Agreement consistent with the requirements herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

DEFINITIONS

1. Definitions. In addition to the above defined terms, the following terms shall have the meaning ascribed to them.
 - a. “Assigned Employee” shall mean a Party’s employee assigned to work full- or part-time on behalf of the CISC.
 - b. “Board” shall mean the Board of Directors of the CISC.
 - c. “Data” shall mean facts, detailed information, police report narratives, supplemental report narratives, other text-related information as determined and released by each Party’s internal information sharing policy, and other materials provided by a Party to the CISC. “Data” shall not mean Intelligence Information (defined below).
 - d. “Director” shall mean a director on the Board of the CISC.
 - e. “Effective Date” shall be the date written in the preamble, which shall be the date on which the sixth Party signed this Agreement.
 - f. “Intelligence Information” shall mean evaluated data relevant to the identification of criminal activity engaged in by an individual or organization reasonably suspected of involvement in criminal activity that meets criminal intelligence system submission criteria as set forth in Part 23 of Title 28 of the Code of Federal Regulations. Intelligence Information is a criminal justice record pursuant to C.R.S. § 24-72-302(4).
 - g. “Manager” shall mean a person who is assigned to manage the day-to-day operations of the CISC.
 - h. “Representative” shall mean the chief law enforcement officer of each Party or the person designated by the chief law enforcement officer of each Party.

CREATION OF THE COLORADO INFORMATION SHARING CONSORTIUM

2. Creation of the CISC. Pursuant to C.R.S. § 29-1-203(4), the Parties hereby create a separate legal entity known as the Colorado Information Sharing Consortium, or CISC, which shall have the powers, authorities, duties, privileges, immunities, rights, and responsibilities as set forth herein.
3. Principal Place of Business. The principal place of business of the CISC shall be 15001 East Alameda Parkway, Aurora, CO 80012, unless and until otherwise established from time to time by the Board.
4. CISC Purpose. The purpose of the CISC is to facilitate the sharing of Data and Intelligence Information between the Parties and non-Party governmental entities and agencies authorized by the Board.

DATA SHARING AGREEMENT

5. Data Sharing. Each Party shall share Data with the Parties and with non-Party governmental entities or agencies authorized by the Board.
6. Data Use. Shared Data shall only be used for law enforcement purposes consistent with the welfare and protection of the general public.
7. Personnel Authorized to Access Data. Only the Parties' employees and employees of non-Party governmental entities or agencies authorized by the Board shall be allowed to access the Data. All persons with access to the Data must first pass an adequate background screen. The Board shall determine what constitutes an adequate background screen for the purpose of access to Data.
8. Data Security. The Parties and any non-Party governmental entities or agencies authorized by the Board shall maintain, enforce, and follow security requirements for the Data as specified by the Board, including requirements on network configuration and network access.
9. Data Custody and Control. Each Party shall retain custody and control and shall remain the official custodian of any Data shared by that Party. The CISC shall not have custody and control and shall not be the official custodian of any Data. The CISC shall not release any Data pursuant to a request under Part 2 or Part 3 of Article 72, Title 24, C.R.S. or pursuant to a subpoena unless specifically ordered to do so by a court of competent jurisdiction.
10. Data Accuracy. The Parties understand that the Data shared by the Parties may not be accurate. The Board may set standards and requirements for Parties to correct inaccurate Data.
11. Intelligence Information.
 - a. No Obligation to Share. No Party shall be required to share Intelligence Information and may deny a request to share Intelligence Information for any reason.
 - b. Standard for Sharing. When Intelligence Information is disseminated through the CISC, it shall be disseminated consistent with Part 23 of Title 28 of the Code of Federal Regulations.
 - c. Policies and Procedures. The Board may set policies and procedures regarding Intelligence Information use, receipt, maintenance, security, and dissemination not inconsistent with Part 23 of Title 28 of the Code of Federal Regulations.
 - d. Intelligence Information Custody and Control. All Intelligence Information shall remain the sole proprietary information of the Party contributing that Intelligence Information. Each Party shall retain custody and control and shall remain the official custodian of any Intelligence Information shared by that Party. The CISC shall not have custody and control and shall not be the official custodian of any Intelligence Information. The CISC shall not release any Intelligence Information pursuant to a request under Part 2 or Part 3 of Article 72, Title 24, C.R.S. or pursuant to a subpoena unless specifically ordered to do so by a court of competent jurisdiction.

POWERS OF THE COLORADO INFORMATION SHARING CONSORTIUM

12. Powers of the CISC. In order to enable the CISC to carry out its functions and provide the services described herein, the CISC shall have the power:

- a. Acquire Property. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property;
- b. Add Parties. To approve other governmental entities or agencies authorized to lawfully provide, establish, maintain, or operate law enforcement services to join the CISC on the conditions determined by the Board;
- c. Adopt Rules and Regulations. To adopt rules and regulations regarding the exercise of its powers and the carrying out of its purposes;
- d. Apply for Grants. To apply for and receive grants in its own name;
- e. Conduct Business. To conduct its business and affairs for the benefit of the Parties and their residents;
- f. Contract. To enter into, make, and perform contracts of every kind;
- g. Engage Agents. To engage, employ, or appoint agents, including but not limited to accountants, architects, attorneys, consultants, employees, engineers, and managers and to pay the direct and indirect reasonable costs of such agents for services rendered to the CISC;
- h. Fees and Charges. To assess, fix, maintain, and revise fees and charges for functions, services, or facilities provided by the CISC or to cover the cost of operating and managing the CISC; however, pursuant to paragraph 28, neither the CISC nor any Party shall have the power to compel a Party to pay any fees, rates, or charges;
- i. Incur Debt. To incur debts and obligations, deliver bonds or notes for monies borrowed or other obligations of the CISC, and to secure the payment of such bonds or obligations, except that no party shall be liable for any debts or obligations of the CISC;
- j. Legal Process. To litigate, arbitrate, or mediate in its own name;
- k. Receive Contributions. To receive contributions of gifts, grants, or services; and
- l. Terminate a Party's Participation in this Agreement. To terminate or limit a Party's participation in this Agreement.

13. Restrictions on Powers of the CISC. The CISC shall not have the power:

- a. Eminent Domain. To take property by eminent domain;
- b. Obligate Payment. To obligate a Party to pay any money to the CISC or to another Party, except that the CISC may enter into contracts with Parties for the payment of money; or
- c. Tax. To impose taxes.

BOARD OF DIRECTORS

14. Board of Directors. The governing body of the CISC shall be the Board, in which all administrative and legislative power of the CISC is vested. The purpose of the Board is to set policy for the CISC and decide important issues of the CISC.

15. Number of Directors, Term, and Term Limits. There shall be eleven (11) Directors on the Board. Six (6) Directors shall have terms that expire on March 31 of every even numbered year. Five (5) Directors shall have terms that expire on March 31 of every odd numbered year. There shall be no limit to the number of terms an individual may serve as a Director.

16. Eligibility, Appointment, Removal, and Vacancies. Each Director must be an employee of a Party. If a Director is no longer employed by a Party, the Director shall no longer be a Director. A Director may resign at any time and for any reason by giving two weeks prior written notice to the Board. A vacant Director position shall be filled by majority vote of the Representatives as soon as practicable.

a. Initial Appointment. The initial Directors shall be appointed by the Representatives of the eleven named Parties listed in the preamble of this Agreement. The Representatives of the first six (6) named Parties that agree to and sign this Agreement shall each appoint one Director, whose terms shall expire on March 31, 2016. The Representatives of the next five (5) named Parties that agree to and sign this Agreement shall each appoint one Director, whose terms shall expire on March 31, 2015.

b. Subsequent Appointment. After the initial Directors' terms expire, all subsequent Directors shall be appointed by a majority vote of the Representatives.

17. Compensation. A Director shall not receive compensation for the Director's service to the CISC. The Board may provide for reimbursement to a Director, Representative, or other person for actual and reasonable expenses incurred while performing duties for the CISC. At no time shall a Director or a Representative be considered an employee of the CISC.

18. Action by the Board at a Meeting. Meetings of the Board may be held at any place that a majority of the Directors on the Board may determine. Directors may attend the meeting in person or by conference telephone or similar communications equipment, and such participation at a meeting shall constitute attendance. The following rules shall apply.

a. Quorum. The attendance of at least a majority of the Directors of the Board shall constitute a quorum for the transaction of business.

b. Voting. The affirmative vote of a majority of the Directors on the Board that are present at any meeting at which there is a quorum shall be an act of the Board, unless a supermajority is specified herein or by rules adopted by the Board.

c. Minutes. Minutes of each meeting and a record of each decision shall be kept by the Board.

19. Committees. The Board may designate one or more committees that shall serve at the pleasure of the Board. Any committees shall have the powers and responsibilities granted by the Board to that committee.

20. Alternates and Absentee Voting. A Director may appoint an alternate who will have the same voting rights as the Director when participating in Board meetings in the absence of the Director. Alternates must be employed by a Party. Absentee voting, where a Director votes without attending a meeting (whether in person or by other communications equipment) or without appointing an alternate, is not allowed.

21. Representative's Right to Attend Meetings. Each Representative, or an alternate, shall have the right to attend, whether in person or by conference telephone or similar communications equipment, any meeting of the Board and to voice opinions on any matter concerning the CISC.

MANAGEMENT OF THE CISC

22. CISC Manager.

a. Appointment. Upon request from the Board, the Representatives shall jointly nominate one or more persons to be the Manager and submit those persons' names to the Board. Based on those nominations, the Board shall select one or more persons to be the Manager. The appointment of a Manager shall be contingent upon the approval of the Representative of the Party employing the Manager.

b. CISC Manager. The Manager shall manage the day-to-day operations of the CISC and undertake and execute the Board's instructions and directions. The Manager shall have the administrative authority necessary to perform the tasks and responsibilities assigned pursuant to this Agreement. The Board may grant to the Manager any additional administrative authority as the Board deems necessary. The Manager shall attend all meetings of the Board and follow the Board's instructions and directions.

c. Eligibility and Employment. The person(s) serving as the Manager must be an employee of a Party at all times during that person's tenure as the Manager. The Manager shall not be considered an employee of the CISC. The Board may hire an employee of the CISC under terms written and negotiated by the Board to perform the duties of the Manager under the supervision and direction of the Board.

d. Term. The Manager's term is expected to last for two (2) years, but the actual length (whether longer or shorter) shall be determined by agreement between the Board and the Representative of the Party employing the Manager. Whether the Manager works full- or part-time on CISC matters shall be determined by agreement between the Board and the Representative of the Party employing the Manager. The Board may remove the Manager at any time and for any reason. The Representative of the Party employing the Manager may recall the Manager at any time and for any reason by giving sixty (60) days prior written notice to the Board, unless the Representative and the Board agree to other notification requirements.

e. Compensation. The Party employing the Manager shall bear the full cost of the Manager. The CISC shall not be obligated to reimburse the Party employing the Manager for the cost of the Manager. However, the Board may assess an annual fee on the Parties to reimburse the Party employing the Manager (or the CISC, if the CISC hires an employee to perform the duties of the Manager) for all or part of the costs associated with employing the Manager. As is stated in paragraph 28 of this Agreement, and consistent with that paragraph, no Party is obligated to pay any annual fees but may be denied access to the CISC or face other non-monetary penalties.

23. Additional Assistance from Assigned Employees.

a. Appointment. The Board may seek an Assigned Employee from the Parties. Upon request from the Board, any Representative may volunteer one or more Assigned Employees to work full- or part-time on behalf of the CISC. The Board may accept or decline the person volunteered to become an Assigned Employee.

b. Assigned Employees. Each Assigned Employee shall work under the supervision and direction of the Manager. Each Assigned Employee shall have the administrative authority necessary to undertake and execute the tasks and responsibilities assigned by the Manager and the Board. The Board may grant to any Assigned Employee any additional administrative authority as the Board deems necessary. An Assigned Employee shall attend meetings of the Board if and when the Board or the Manager requests that Assigned Employee's presence.

c. Eligibility and Employment. Any person serving as an Assigned Employee must be an employee of a Party at all times during that person's tenure as an Assigned Employee. The Assigned Employee shall not be considered an employee of the CISC. The Board may hire one or more full- or part-time employees of the CISC under terms written and negotiated by the Board to work under the supervision and direction of the Manager and the Board.

d. Term. The Assigned Employee's term shall be determined by agreement between the Board and the Representative of the Party employing the Assigned Employee. Whether the Assigned Employee works full- or part-time on CISC matters shall be determined by agreement between the Board and the Representative of the Party employing the Assigned Employee. The Board may remove the Assigned Employee at any time and for any reason. The Representative of the Party employing the Assigned Employee may recall the Assigned Employee at any time and for any reason by giving thirty (30) days prior written notice to the Board, unless the Representative and the Board agree to other notification requirements.

e. Compensation. The Party employing an Assigned Employee shall bear the full cost of that Assigned Employee. The CISC shall not be obligated to reimburse the Party employing the Assigned Employee for the cost of the Assigned Employee. However, the Board may assess an annual fee on the Parties to reimburse the Party employing the Assigned Employee (or the CISC, if the CISC employs an employee to perform the duties of the Assigned Employee) for all or part of the costs associated with employing the Assigned Employee. As is stated in paragraph 28 of this Agreement, and consistent with that paragraph, no Party is obligated to pay any annual fees but may be denied access to the CISC or face other non-monetary penalties.

FINANCIAL

24. Deposits and Expenditures. All funds of the CISC shall be deposited to the credit of the CISC in an interest bearing account. No payments or withdrawals of such funds in an amount over five hundred dollars (\$500) shall be allowed without prior approval of the Board and the written authorization of two (2) Directors. Payments or withdrawals of such funds in amounts up to and including five hundred dollars (\$500) may be authorized by the Manager.

25. Fiscal Agent. The Board may request that a Party or other entity be the fiscal agent for the CISC.
26. Fiscal Year. The fiscal year of the CISC shall be January 1 through December 31 of each year.
27. No Multiple Year Fiscal Obligations. The Parties do not intend to create a multiple year fiscal obligation for any Party by virtue of this Agreement. The Parties acknowledge that any future monetary obligations of any Party are subject to sufficient appropriations by each Party and such appropriations are not guaranteed to be made.

RIGHTS OF PARTIES

28. No Duty to Pay Membership, Annual, or Other Fees. No Party shall be required by this Agreement to pay any membership, annual, or other fees or charges imposed by the Board. The sole remedy for the failure of a Party to pay any fees or charges shall be, at the Board's discretion, (a) exclusion from the CISC, (b) denial of Data and Intelligence Information sharing with other Parties through the CISC, (c) loss of any or all of the privileges and rights of a Party, (d) termination of the non-paying Party's participation in this Agreement, or (e) any combination of the foregoing as determined by the Board.
29. Voluntary Assumption of Debts. A Party may voluntarily elect to be liable, in whole or in part, for any or all of the debts, liabilities, or obligations of the CISC at the sole discretion of that Party.
30. Financial Responsibility. The CISC shall not be required to pay any Party's costs associated with acquiring or maintaining any hardware or licensed software necessary for that Party to participate in the CISC. The Board may agree to pay for expenses incurred by a Party that, in furtherance of the CISC's purposes, (a) maintains goods for use by other Parties or (b) provides services to other Parties.
31. Examination of Records. Any authorized agent of a Party, including an authorized auditor or his or her representative, has the right to access and the right to examine any pertinent fiscal books, documents, papers, and records of the CISC involving fiscal transactions for three (3) years after the date of the fiscal transaction.
32. Addition of New Parties.
- a. Law Enforcement Requirement. All Parties, and any entity or agency that becomes a Party, must be governmental entities or agencies that are authorized to lawfully provide, establish, maintain, and operate law enforcement services.
 - b. Signatories of the MOU. All entities and agencies that signed the MOU prior to the Effective Date are vested with approval to become Parties by signing a separate signature page to this Agreement that states that the new Party agrees to the terms and conditions of this Agreement. Upon delivery of the signed signature page to the Manager, satisfaction of any conditions imposed by the Board, and payment of any CISC membership fees, if applicable, such entity or agency shall be a Party.
 - c. Non-Signatories of the MOU. Any entity or agency that did not sign the MOU prior to the Effective Date may become a Party by (i) gaining approval of the Board and (ii) signing a separate signature page to this Agreement that states that the new Party

agrees to the terms and conditions of this Agreement. Upon delivery of the signed signature page to the Manager, satisfaction of any conditions imposed by the Board, and payment of any CISC membership fees, if applicable, such entity or agency shall be a Party.

d. CISC Membership Fee. Any entity or agency that signed the MOU prior to the Effective Date and paid a CISC membership fee at that time shall not be required to pay an additional membership fee in order to join the CISC. Any entity or agency that (i) signed the MOU prior to the Effective Date but did not pay a CISC membership fee at the time or (ii) did not sign the MOU prior to the Effective Date may be required to pay a CISC membership fee in an amount determined by the Board as a condition of becoming a Party.

33. Right to Terminate Participation. A Party may terminate its participation in this Agreement by giving written notice to the Board at least sixty (60) days prior to the date of termination, unless the Board and a specific Party have agreed on a different notice period.

GENERAL PROVISIONS

34. Amendments. This Agreement shall not be amended unless seventy-five percent (75%) of the Representatives approve such amendment in writing. The sole remedy for any Party that disagrees with any amendments is to terminate its participation in this Agreement.

35. Construction and Interpretation. The table of contents and the section and other headings and subheadings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement.

36. Duplicate Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original. The signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

37. Entire Agreement. This Agreement embodies the entire understanding and agreement among the Parties concerning the CISC and supersedes any and all prior negotiations, understandings, or agreements, including the MOU.

38. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Colorado to the extent not inconsistent with Federal law.

39. Indemnification. Without waiving the protections, limitations, and requirements of the Colorado Governmental Immunity Act in Article 10, Title 24, C.R.S., each Director, Representative, Manager, Assigned Employee, officer, agent, and volunteer shall be provided with a legal defense and indemnification as provided by that person's employer to the extent not inconsistent with Federal law.

40. Mediation. In the event of a dispute between the Parties regarding the interpretation of this Agreement or regarding any issue arising under this Agreement, the Parties hereby agree to the following mediation procedure. First, the disagreeing Parties will submit the issue to the Representatives, who will mediate the disagreement and try to devise an acceptable solution. If that process fails, the disagreeing Parties will submit the issue to the highest elected officials of each Party (e.g., the Mayor of a city or the County Commissioners of a county) who will mediate the disagreement and try to devise an acceptable solution. The highest elected official of each

Party may approve a designee to mediate on behalf of that Party. The Parties agree to mediate in good faith. If any disagreeing Party requests a mediator, the disagreeing Parties shall jointly select a mediator and share the cost of the mediator equally. Decisions by the Board are not subject to mediation. This paragraph shall apply to the extent not inconsistent with Federal law.

41. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries or create a right or cause of action for the enforcement of this Agreement's terms in any entity or person not a Party to this Agreement including any agents, employees, officers, or volunteers of any Party or any entity with whom the CISC contracts.

42. Severability. In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any Party, entity, or person by a court of competent jurisdiction, (a) the remainder of this Agreement shall not be affected thereby, (b) such determination shall not affect or impair the validity or enforceability of any other provision, and (c) the remaining provisions shall be interpreted and applied so far as possible to reflect the original intent and purpose of this Agreement.

43. Term. The term of this Agreement shall be unlimited and shall extend until terminated as provided herein.

44. Termination. This Agreement may be terminated upon agreement in writing of seventy-five percent (75%) of the Representatives. Upon termination of the CISC, any monetary funds held by the CISC shall be distributed, after paying the debts and obligations of the CISC, to the Parties proportionate with the number of sworn law enforcement officers employed by each Party. Additionally, upon termination of the CISC, any non-monetary assets shall become the property of the Party in possession of those assets.

[SIGNATURE PAGES TO FOLLOW]

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: February 20, 2024

Submitter: Staffon Warn

Submitted to the County Administration Office on: February 5, 2024

Return Originals to: staffon.warn@prowerscounty.net

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of a Statement of Intent to Participate Letter as a participating jurisdiction in Southeast Region Multi-Jurisdictional Hazard Mitigation Plan (HMP), sent to Crowley County, Ordway, CO.

Justification or Background:

- Minimize the loss of life and personal injuries from natural hazard events
- Identifies the types of hazards that threaten our communities
- Evaluates our vulnerabilities to those threats
- Outlines a strategy to reduce or eliminate the risk posed by those threats with grant funding.
- Reduce losses and damages to state, tribal, and local governments, as well as special districts and private assets, and support similar local efforts
- Reduce federal, state, tribal, local, and private costs of disaster response and recovery
- Minimize interruption of essential services and activities
- Support improved coordination of risk mitigation between and among the public, private, and non-profit sectors
- Create awareness for mitigation as a standard of practice
- Provide funding to identified mitigation projects
- Participating agencies are more eligible for disaster assistance and recovery funding.

Fiscal Impact: This item is budgeted in the following account code: 01-16-425500

County: \$ 2,443.00 Federal: \$ 72,000 State: \$ Other: \$

Approved by the County Attorney on:

Additional Approvals (if required):

Prowers County O.E.M.
2506 South Main Street
Lamar, CO 81052
719-336-2674

PROWERS COUNTY STATEMENT OF INTENT TO PARTICIPATE

Crowley County
Crowley County
Address 603 Main Street, Suite 2
Ordway, CO 81063

February 20, 2024

Re: "Statement of Intent to Participate" as a participating jurisdiction in Southeast Region Multi-Jurisdictional Hazard Mitigation Plan (HMP)

Dear Crowley County,

In accordance with the Federal Emergency Management Agency's (FEMA) Local Hazard Mitigation Plan (HMP) requirements, under 44 CFR §201.6, which specifically identify criteria that allow for multi-jurisdictional mitigation plans, Prowers County is submitting this letter of intent to confirm that Prowers County has agreed to participate in the Crowley County Multi-Jurisdictional Hazard Mitigation Planning effort.

Further, as a condition to participating in the mitigation planning, Prowers County agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to Crowley County to complete the plan in conformance with FEMA requirements.

Prowers County understands that it must engage in the following planning process, as more fully described in FEMA's *Local Mitigation Planning Handbook* dated April 2023 including, but not limited to:

- Identification of hazards unique to the jurisdiction;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.);
- Documentation of an effective process to maintain and implement the plan;
- Formal adoption of the Multi-Jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by an agreement between the Lead Jurisdiction and the Participating Jurisdiction, I Ron Cook, BOCC Chair, commit Prowers County to the Crowley County Multi-Jurisdictional Hazard Mitigation Planning effort.

Executed this 20th day of February 2024

Signature of Chief Elected Official



Signature of Emergency Manager

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: February 20, 2024

Submitter: Staffon Warn

Submitted to the County Administration Office on: February 5, 2024

Return Originals to: staffon.warn@prowerscounty.net

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Funding Match Commitment Letter as a participating jurisdiction in Southeast Region Multi-Jurisdictional Hazard Mitigation Plan (HMP), for in-kind services in lieu of cash funds in the amount of at least \$2,443.00, sent to Colorado Division of Homeland Security & Emergency Management (DHSEM).

Justification or Background:

- Minimize the loss of life and personal injuries from natural hazard events
- Identifies the types of hazards that threaten our communities
- Evaluates our vulnerabilities to those threats
- Outlines a strategy to reduce or eliminate the risk posed by those threats with grant funding.
- Reduce losses and damages to state, tribal, and local governments, as well as special districts and private assets, and support similar local efforts
- Reduce federal, state, tribal, local, and private costs of disaster response and recovery
- Minimize interruption of essential services and activities
- Support improved coordination of risk mitigation between and among the public, private, and non-profit sectors
- Create awareness for mitigation as a standard of practice
- Provide funding to identified mitigation projects
- Participating agencies are more eligible for disaster assistance and recovery funding.

Fiscal Impact: This item is budgeted in the following account code: 01-16-425500

County: \$ 2,443.00 Federal: \$ 72,000 State: \$ Other: \$

Approved by the County Attorney on:

Additional Approvals (if required):

Prowers County O.E.M.
2506 South Main Street
Lamar, CO 81052
719-336-2674

FUNDING MATCH COMMITMENT LETTER

February 20, 2024

State Hazard Mitigation Officer (SHMO)
Colorado Division of Homeland Security & Emergency Management (DHSEM)
9195 East Mineral Avenue, Suite 200
Centennial, CO 80112

Re: "Funding Match Commitment Letter" as a participating jurisdiction in Southeast Region Hazard Mitigation Plan

Dear Mr. Thompson,

This letter serves as Prowers Counties commitment to meet the matching fund requirements for the Southeast Region Hazard Mitigation Plan.

If awarded an HMA Planning Grant, Prowers County will provide local in-kind services in lieu of cash funds in the amount of at least \$2,443.00 via staff time (labor) to assist in the planning process, compilation of data, and other services related to development of the Southeast Hazard Mitigation Plan. This amount will be provided after January 1, 2025. Documentation of in-kind costs will be tracked by hourly wages and participation in planning activities via official sign-in sheets, and other data gathering needs as assessed and assigned by the Emergency Management Director.

Therefore, with a full understanding of the fiscal obligations incurred by this agreement, I Ron Cook, Chairman Prowers County Board of County Commissioners, commit Prowers County match funding to the Southeast Region Hazard Mitigation Planning effort.

Executed this 20th day of February 2024.

Signature of Chief Elected Official

Chairman, BOCC

Title of Chief Elected Official

Stephan Wain

Signature Emergency Manager

Director

Title

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: February 20, 2024

Submitter: Meagan Hillman, Director PH&EV

Submitted to the County Administration Office on: 02/12/2024

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter: 1

Contract Due Date: 01/01/2024

Item Title/Recommended Board Action:

Consider approval of 2024 Environmental Health IGA for Kiowa County to receive Environmental Health Services from Prowers County Public Health and Environment.

Justification or Background:

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

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

Approved by the County Attorney on: emailed 10/30/2023

Additional Approvals (if required):



Public Health
Prevent. Promote. Protect.

Prowers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

Phone: (719) 336-8721 Fax: (719) 336-9763

www.prowerscounty.net

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 by and between **Prowers County, Colorado, c/o Prowers County Public Health and Environment**, and **Kiowa County, Colorado, c/o Kiowa County Public Health (KCPH)**, by and through its Board of Health (BOH).

WITNESSETH

WHEREAS, the Colorado Department of Public Health and Environment and the State Board of Health require local public health agencies to provide certain public health services to their citizens; said services may include but are not limited to:

- *Food safety and sanitation programs
- *Water quality programs
- *Zoonosis programs
- *Housing and institutional sanitation, safety monitoring, and protection
- *Environmental compliance and community safety
- *Recreation sanitation and safety programs
- *Air quality monitoring and protection; and

WHEREAS, KCPH is interested in contracting with a qualified provider to deliver these public health services to the residents of Kiowa County; and

WHEREAS, PCPHE desires to provide those services to the residents of Kiowa County,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto covenant and agree as follows:

1. TERM

This Agreement shall be in effect for the period January 1, 2024 through December 31, 2024.

2. RESPONSIBILITIES

PCPHE shall perform the required activities as outlined in the Environmental Health Services Scope of Work, included as **Exhibit 1**.

KCPH shall work collaboratively with PCPHE to ensure completion of all of the required deliverables within each scope of work.

3. COMPENSATION AND PAYMENT – ENVIRONMENTAL HEALTH SERVICES

- a. PCPHE shall bill KCPH a flat fee of \$1,760 for CY 2024 for approximately 20 hours of service for any environmental health services rendered to Kiowa County or its citizens. The hourly rate for the initial term of this agreement shall be \$80.00 per hour, regardless of which PCPHE employee performed the services, at an annual rate not to exceed \$1,760. No additional indirect rate shall be charged by PCPHE for environmental health services. All revenues received from state or federal sources for provision of these services, and any fees collected in performance of them, unless passed through to any other agency as required by state or federal law, or CDPHE rules and regulations, shall be retained by PCPHE. Such fees shall be established by the Kiowa County Board of Health, in accordance with state or federal law, or CDPHE rules and regulations.
- b. PCPHE staff will document hours and activities spent on environmental health services for Kiowa County; these hours and activities will be documented and submitted to the KCPH semi-annually and an annual summary will also be provided.
- c. PCPHE shall submit an invoice to KCPH by February 15, 2024 in the amount of \$1,760.
- d. KCPH shall submit payment to PCPHE within thirty (30) days after receipt of the invoice.

4. INDEPENDENT CONTRACTOR STATUS, PAYMENT OF TAXES AND INSURANCE COVERAGE

- a. In performing services under this Agreement PCPHE is acting as an independent contractor and not as an agent or employee of KCPH.
- b. As an independent contractor, PCPHE is solely liable and responsible for maintaining workers' compensation insurance which complies with statutory requirements in the State of Colorado, unemployment insurance benefits, and the withholding and payment of any and all federal, state and local taxes applicable to the receipt of funds or other consideration by KCPH under the terms of this Agreement.

5. INSURANCE

In performing services under this Agreement, PCPHE shall maintain professional liability insurance and workers' compensation insurance coverage provided by an insurance carrier licensed to do business in the State of Colorado. PCPHE shall maintain liability coverage on all PCPHE motor vehicles used in the performance of this Agreement, in amounts required by Colorado law. Appropriate certificates evidencing all such coverages shall be provided to KCPH upon request.

6. NON-ASSIGNMENT

Neither this Agreement nor any interest therein, nor any claim thereunder, shall be assigned by PCPHE to any third person without the prior written consent of KCPH.

7. OFFICIALS NOT TO BENEFIT

No elected or employed member of either party to this Agreement shall directly or indirectly receive or be paid any share or part of this Agreement or any benefit that may arise therefore. PCPHE warrants that it has not retained any company or person (other than a bona fide employee working solely for PCPHE) to solicit or secure this Agreement, and that PCPHE has not paid or agreed to pay to any company or person, (other than a bona fide employee working for PCPHE), any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to PCPHE. Upon learning of any breach or violation of this provision, KCPH shall have the right to terminate this Agreement.

8. EQUAL EMPLOYMENT OPPORTUNITY

PCPHE shall not refuse to hire, discharge, promote, demote or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, national origin or ancestry, disability or age.

9. ILLEGAL ALIENS

PCPHE certifies that PCPHE shall comply with the provisions of CRS 8-17.5-101 et seq. PCPHE 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 PCPHE that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. PCPHE 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 CRS 8-17.5-102(2)(b). PCPHE shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If PCPHE fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., KCPH may terminate this contract for breach and PCPHE shall be liable for actual and consequential damages to KCPH.

10. STATUTES, REGULATIONS AND ORDINANCES

PCPHE shall observe and comply with federal, state and local laws, regulations, rules or ordinances that affect those employed or engaged by it, the materials or equipment used or the performance of the project and shall procure any and all necessary approvals, licenses and permits all at its own expense.

11. NON-APPROPRIATION

Payment of KCPH's obligations hereunder in the fiscal years subsequent to the Agreement period is contingent upon funds for this Agreement being appropriated and budgeted. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of the execution of this Agreement, this Agreement shall terminate. KCPH's fiscal year is the calendar year.

12. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or in any circumstance shall be unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or in other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13. TERMINATION

PCPHE or KCPH may terminate this Agreement by giving 30-day notice, in writing, to the other party.

14. NOTICES

Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

PCPHE - Environmental Health Representative:

Prowers County Public Health and Environment
Meagan L Hillman PA-C, MBA, Director
Conni Martinez, Environmental Health Manager
1001 S Main
Lamar, CO 81052

KCPH Representative:

Kiowa County Board of Health
Donald Oswald, Chairman
1305 Goff (PO Box 100)
Eads, CO 81036

15. ENTIRE AGREEMENT

This Agreement and Exhibits constitute the entire Agreement among the partners and all other and prior Agreements among the parties relating to such subject matter are hereby cancelled and superseded in their entireties. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by such party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of _____, 2023,
to be effective as of January 1, 2024.

PROWERS COUNTY

Chairman BOCC

Date

KIOWA COUNTY

Donald Clump
Chairman BOCC

January 9, 2024
Date

EXHIBIT 1
ENVIRONMENTAL HEALTH SERVICES SCOPE OF WORK

GENERAL DESCRIPTION

PCPHE shall provide the Environmental Health Service Programs listed in Table 1 to Kiowa County during the period beginning January 1, 2024 and ending December 31, 2024.

Upon request from Kiowa County, PCPHE shall provide any or all of the additional Environmental Health Services listed in Table 2.

All Environmental Health services provided by PCPHE shall be conducted in accordance with the applicable and appropriate federal, state, and local rules and regulations.

SPECIFICATIONS

1. PCPHE shall provide the service programs listed in Table 1.
2. PCPHE staff shall determine compliance with all applicable rules and regulations as required by law while conducting Environmental Health services for Kiowa County.
3. PCPHE shall use legally defensible state approved (or equivalent) inspection, investigation, and reporting forms as needed.
4. PCPHE shall provide semi-annual progress reports.

RECORDS AND RECORD MANAGEMENT

Kiowa County will collaborate with PCPHE to provide appropriate historical records and define record keeping needs. Forms identified in state regulations shall be used and/or others agreed upon by both Kiowa County and PCPHE. PCPHE will collaborate with Kiowa County to complete reports required by the Colorado Department of Public Health and Environment. PCPHE shall maintain all records and documents pertaining to the services provided under this Agreement for a period of 3-years or as required by state or Federal law and/or provide the records to Kiowa County for archiving. Upon the request of Kiowa County, PCPHE shall provide Kiowa County with copies of any and all records and documents pertaining to the services provided under this contract in an electronic and/or hard copy format approved by Kiowa County. Prior to the disposal of any records PCPHE has in its possession, PCPHE shall provide Kiowa County with a thirty (30) day written notice during which time Kiowa County may take physical possession of same at the storage site.

ENFORCEMENT

PCPHE shall provide Kiowa County with a list of specific violations observed while conducting Environmental Health program services. Enforcement actions to correct those violations shall be at the discretion of Kiowa County.

WORK PRODUCTS

Any and all maps, reports, spreadsheets, databases, geographical information system (GIS) files, newsletters and other hard copy or electronic documents generated by the service provider in fulfillment of its obligations under this contract shall be the property of Kiowa County, who shall

have sole and complete discretion regarding their use and distribution. All work products shall be delivered to Kiowa in a mutually agreed upon hardcopy and/or electronic format suitable for including in reports and folders.

TABLE 1: PRIMARY EHS PROGRAMS PCPHE WILL PROVIDE

Environmental Health Service Program/Work Activity	Product Output	Estimated Quantity of Products
Administration Service Work Activity	Administration Service Report	2
Program Development and Implementation Work Activity	EHS Program	1
On-sight Wastewater Treatment System (OWTS) Permit and Construction Compliance Inspection Program	Permits/Inspection Reports	Fee structure is set per County
OWTS Malfunction Investigation Program	Complaints	1
Retail Food Establishment Inspection Program	Inspection Reports	21
Child Care Facility Inspection Program	Inspection Reports	2
Public and Semi-public Pool and Spa Inspection Program	Inspection Reports	0
Public Accommodations	Inspection Reports	1
School Safety Inspection Program	Inspection Reports	4
Body Art Studio Inspection Program	Inspection Reports	0
Environmental Health Service Request Response Program	Service Request Response Report	0
Adult & Child Protection	Investigation Reports	1
Zoonotic Disease	Investigation Reports	2
HCSFO/CAFO	Investigation/Inspection Reports	0
Nuisance Complaints	Investigation Reports	1

Note: The number of "reports" will be based on the actual number of occurrences or facilities in operation in 2023

TABLE 2: LIST OF PRINCIPAL PCPHE ENVIRONMENTAL HEALTH SERVICE PROGRAMS

AIR QUALITY

- Verification of complaints and assist the State as requested

ENVIRONMENTAL COMPLIANCE AND COMMUNITY SAFETY

- Illegal dumping investigation
- Advise KCPHA and Kiowa County BOH on nuisance complaints
- Clandestine methamphetamine laboratory closure assistance
- Assist in disease investigations

ENVIRONMENTAL HEALTH CONSULTING

- General environmental health consulting and public information
- Adult and Child protection environmental consulting as requested

FOOD SAFETY AND SANITATION

- Retail Food Establishment Plan Review Program
- Retail Food Establishment Licensing Program
- Retail Food Establishment Inspection Program
- Excellence in Food Safety Training Program
- Food Borne Illness Investigation Program

INSTITUTIONAL SANITATION AND SAFETY

- Child Care Facility Inspection Program
- School Safety Inspection Program

RADON

- Indoor Air Radon Sampling and Mitigation Consulting Program

PUBLIC ACCOMMODATIONS, BODY ART, SWIMMING POOLS AND RECREATIONAL SPAS

- Complaint investigation and compliance

WATER QUALITY

- On-site Wastewater Treatments System (OWTS) regulation development
- OWTS Malfunction Investigation Program

ZOOZOSES

- Zoonotic Disease (Plague, Tularemia, Rabies) surveillance and investigation

Notes

1. All regulatory programs are conducted according to applicable and appropriate federal, state, and local rules and regulations.

2. All services provided meet applicable best practices standards.
3. Each program is designed to provide the essential public health services as needed.

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 02/20/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 02/14/2023

Return Originals to: Darren Glover

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of Resolution of Participation for Prowers County in the Lower Arkansas Valley Area Agency on Aging (LAVAAA) for FY 2024 from January 1, 2024 through December 31, 2024.

Justification or Background:

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

County: \$ \$6354 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!



advocacy · action · answers on aging

**Lower Arkansas Valley
Area Agency on Aging**

13 W 3rd Street, Rm 110
La Junta, CO 81050
Phone: 719-383-3166
Toll Free: 800-438-3762
FAX: 719-383-4607

February 6, 2024

Prowers County Commissioners
303 S Main St, Suite 215
Lamar, CO 81052

Dear Commissioners:

Attached is the RESOLUTION OF PARTICIPATION for Prowers County in the Lower Arkansas Valley Area Agency on Aging for **FY 2024**.

Please sign and return to our office by **3/15/2023**.

Please submit your funding contribution of **\$6,354**, which is approximately 17% of your estimated Title III-B and III-E allocations, to our office by **4/15/2024**.

If you have any questions, please feel free to contact me.

Sincerely,

Ken Shearer, Director
Lower Arkansas Valley Agency on Aging

Donna Rohde, Director
Otero County Department of Human Services

Enclosures
KS/DR:tw

RESOLUTION OF PARTICIPATION

of

Prowers County

in the

**LOWER ARKANSAS VALLEY AREA AGENCY ON AGING
PROGRAMMING FOR THE YEAR
JANUARY 1, 2024 – DECEMBER 31, 2024**

WHEREAS, Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties are participating in the Lower Arkansas Valley Area Agency on Aging; and

WHEREAS, said counties receive continued programming through the Region VI Lower Arkansas Valley Area Agency on Aging; and

WHEREAS, a share of the funding is to be provided by the aforementioned counties.

IT IS THEREFORE RESOLVED by the Board of County Commissioners to provide funding in the amount of **\$6,354**.

APPROVED THIS _____ DAY OF _____, 2024.

Chairman, County Commissioners

County Commissioner

County Commissioner

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 2-20-2024

Submitter: Meagan Hillman, PH Director

Submitted to the County Administration Office on: 2-12-2024

Return Originals to: Meagan Hillman, PH Director

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider approval of 2024 Public Health IGA with Kiowa County for Public Health Services provided by Prowers County Public Health & Environment.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on: 10-30-2023

Additional Approvals (if required):

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION
OF PUBLIC HEALTH SERVICES FOR KIOWA COUNTY**

THIS AGREEMENT, made and entered into this _____ day of _____ by and between Prowers County Board of Health, and the Kiowa County Board of Health, for the provision of public health services by Prowers County Public Health & Environment, 1001 South Main, Lamar, CO 81052, hereinafter referred to as "PCPHE", and Kiowa County Public Health Agency, 1309 Maine Street, Eads, CO 81036-0414, hereinafter referred to as "KCPHA."

WITNESSETH

WHEREAS, the Colorado Department of Public Health and Environment and the State Board of Health require local public health agencies to provide certain core public health services to their citizens (Attachment A); said services may include but are not limited to:

1. Assessment, Planning, and Communication
2. Vital Records and Statistics
3. Communicable Disease Prevention, Investigation, and Control
4. Prevention and Population Health Promotion
5. Emergency Preparedness and Response
6. Environmental Health
7. Administration and Governance

Delivery of the core services shall be performed in accordance with the 10 Essential Public Health Services as defined by section 25-1-502, C.R.S.

When sufficient appropriations are absent, the local board shall set priorities for fulfilling the Duties described in section 25-1-506(3), C.R.S., and include the list of priorities in its local public health plan submitted pursuant to section 25-1-505, C.R.S.

WHEREAS, KCPHA is interested in contracting with a qualified provider to deliver these public health services to the residents of Kiowa County; and

WHEREAS, PCPHE desires to provide those services to the residents of Kiowa County.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto covenant and agree as follows:

1. TERM

This Agreement shall be in effect for the period January 1, 2024 through December 31, 2024. Agreement can be renewed annually if both parties are agreeable.

2. RESPONSIBILITIES

PCPHE shall perform the required activities as outlined in:

- a. PCPHE Community Health Services Scope of Work, included as *Attachment A*.
- b. Kiowa County Board of Health and the public health staff shall work collaboratively with PCPHE to ensure completion of all of the required deliverables within each scope of work.
- c. KCPHA will provide office space, including utilities, computers, internet, and supplies necessary for the delivery of public health programs within the current public health program structure for use by the contracted public health staff and the administrative staff employed by KCPHA. The agency director will work with the Kiowa County Administration to ensure that expenses are maintained under the approved agency budget.

3. COMPENSATION AND PAYMENT- PUBLIC HEALTH & ENVIRONMENTAL HEALTH SERVICES

- a. KCPHA shall reimburse PCPHE all direct costs, salary and fringe, travel and indirect costs not to exceed \$28,910.63 for the 12 months of the contract (Attachment C Cost Breakdown) for direct staff services and indirect costs, listed in Attachment A. PCPHE will submit reimbursement requests, including staff hours, mileage and program allocation to KCPHA monthly during the contract year. KCPHA shall reimburse PCPHE within thirty (30) days after receipt of the PCPHE reimbursement request. All revenues received from state or federal sources for provision of these services, and any fees collected in performance of them, unless passed through to any other agency as required by state or federal law, or CDPHE rules and regulations, shall be retained by KCPHA. Such fees shall be established by the Kiowa County Board of Health, in accordance with state or federal law, or CDPHE rules and regulations.
- b. PCPHE staff will document hours spent on all public health services for KCPHA; these hours will be reviewed and approved by PCPHE prior to being submitted to KCPHA for payment.
- c. PCPHE will ensure that any revenues collected for KCPHA by PCPHE through their billing procedures for immunization provision will be tracked and reported with the monthly billing and if said revenues have been collected they will be credited to the invoice.
- d. PCPHE shall submit an invoice to KCPHA by the end of each month of service.

- e. KCPHA shall submit payment to PCPHE within thirty (30) days after receipt of the invoice.

4. INDEPENDENT CONTRACTOR STATUS, PAYMENT OF TAXES AND INSURANCE COVERAGE

In performing services under this Agreement PCPHE is acting as an independent contractor and not as an agent or employee of KCPHA.

As an independent contractor, PCPHE is solely liable and responsible for maintaining workers' compensation insurance which complies with statutory requirements in the State of Colorado, unemployment insurance benefits, and the withholding and payment of any and all federal, state and local taxes applicable to the receipt of funds or other consideration by KCPHA under the terms of this Agreement.

5. INSURANCE

In performing services under this Agreement, PCPHE shall maintain professional liability insurance and workers' compensation insurance coverage provided by an insurance carrier licensed to do business in the State of Colorado. PCPHE shall maintain liability coverage on all PCPHE motor vehicles used in the performance of this Agreement, in amounts required by Colorado law. Appropriate certificates evidencing all such coverage shall be provided to KCPHA upon request.

6. NON-ASSIGNMENT

Neither this Agreement nor any interest therein, nor any claim thereunder, shall be assigned by PCPHE to any third person without the prior written consent of KCPHA.

7. OFFICIALS NOT TO BENEFIT

No elected or employed member of either party to this Agreement shall directly or indirectly receive or be paid any share or part of this Agreement or any benefit that may arise therefore. PCPHE warrants that it has not retained any company or person (other than a bona fide employee working solely for PCPHE) to solicit or secure this Agreement, and that PCPHE has not paid or agreed to pay to any company or person, (other than a bona fide employee working for PCPHE), any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to PCPHE. Upon learning of any breach or violation of this provision, KCPHA shall have the right to terminate this Agreement.

8. EQUAL EMPLOYMENT OPPORTUNITY

PCPHE shall not refuse to hire, discharge, promote, demote or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, national origin or ancestry, disability or age.

9. ILLEGAL ALIENS

PCPHE certifies that PCPHE shall comply with the provisions of CRS 8-17.5-101et seq. PCPHE shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to PCPHE that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. PCPHE 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 CRS 8-17.5-102(2)(b). PCPHE shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If PCPHE fails to comply with any requirement of this provision or CRS 8-17.5 -101et seq., Kiowa County may terminate this Agreement.

10. STATUTES, REGULATIONS AND ORDINANCES

PCPHE shall observe and comply with federal, state and local laws, regulations, rules or ordinances that affect those employed or engaged by it, the materials or equipment used or the performance of the project and shall procure any and all necessary approvals, licenses and permits all at its own expense.

11. NON-APPROPRIATION

Payment of KCPHA's obligations hereunder in the fiscal years subsequent to the Agreement period is contingent upon funds for this Agreement being appropriated and budgeted. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of the execution of this Agreement, this Agreement shall terminate. Kiowa County's fiscal year is the calendar year.

12. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or in any circumstance shall be unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or in other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13. TERMINATION

~~PCPHE or KCPHA may terminate this agreement~~ by giving thirty (30) days' notice in writing, to the other party.

14. NOTICES

Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

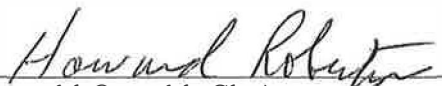
PCPHE Representative:
Meagan Hillman, PA-C, MBA
PCPHE, Director
1001 South Main
Lamar, CO 81052

KIOWA COUNTY Representative:
Kiowa County Board of Health
(Kiowa County Commissioners)
1305 Goff County Court House
Eads, CO 81036-0100

15. ENTIRE AGREEMENT

This Agreement and Exhibits constitute the entire Agreement among the partners and all other and prior Agreements among the parties relating to such subject matter are hereby cancelled and superseded in their entireties. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by such party. IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of _____, 2023.

Ron Cook, Chair
Prowers County Board of Health



Donald Oswald, Chair
Kiowa County Board of Health

Jana Coen, County Clerk



Delisa Weeks, County Clerk

Attachment C: Cost Breakdown	PH
PUBLIC HEALTH DIRECTOR/PH OFFICER	
Responsible for provision, management and supervision of core public health services to the residents of Kiowa County. The Director of public health would represent both counties in any discussion, meeting, training, contract meetings or any other opportunity to ensure that both counties are represented and protected. The Director of Public Health would participate in at least quarterly Kiowa County Board of Health Meetings to provide updates and reports. The Director and Health Officer are also designated as IC and PIO in the event of a public health emergency 24/7.	\$8200
OPERATIONS MANAGER	
Manages scheduling, supplies, IZ programs, IZ inventory and CIIS registry, IZ Coalition, IZ grants, Medicaid and Medicare billing, forms management, media management, EPR deliverables etc.	\$8,455
LICENSED PRACTICAL NURSE (LPN)	
Under the supervision and management of PH Director and other PHN-RN staff to provide children's vaccinations through schedule at the PH offices, assist RN PHN staff with communicable disease investigations and management, operations assistance including CIIS registry, and Immunization program management and assist with Community Flu Immunization Clinics.	\$3,732
REGISTERED NURSE-PUBLIC HEALTH NURSE (RN-PHN)	
RN, PHN- Management of Early Childhood services including Part C, age 0-3, CRCSN Registry, Health Care Program for Children with Special Needs, Maternal Child Health, coordination of care between WIC and MCH program services, Child Care Center and Pre-School Nurse Consultation, School Health Supervisor (Type E Certification). Communicable Disease Control-Colorado Communicable Disease Management (CEDRS) & surveillance, which would include communicable disease reports & assistance with any reports & case management, and coordinating with Regional Epidemiologist.	\$1500
ENVIRONMENTAL HEALTH STAFF	
Including manager and Registered Environmental Health Specialist (REHS) for work not currently covered under EH IGA that previously was managed by Kiowa PHN staff.	\$232

ACCOUNTANT	
Contract management, including billing, audit preparations, representation of Kiowa County at State level, public health fund management, billing and tracking of Kiowa PH Services, etc., ***Kiowa County Administrator will participate in any audit that will take place to reduce the time and efforts by the Prowers County PH accountant.	\$2,451
MILEAGE 1,300 miles estimated to cover R/T for any Prowers	
Staff traveling to Kiowa County for the provision of PH. Any time that the Kiowa PH vehicle can be used in county it will be done. Mileage will be tracked and actual mileage will be billed.	1,300 miles @ \$0.625/mile \$813
SUPPLIES/OPERATING/MEETING EXPENSES:	\$200
Sub Total	\$25,583
INDIRECT COST: Prowers County Public Health and	
Environment has a certified indirect cost rate of 12.03% for 2023 that is charged for any program or service provided. This covers all costs not otherwise allocated, including workers compensation, liability insurance, auto insurance, HR services, administrative support, phones, copy machines, fax, cells, T-line costs, IT support, auditor costs, equipment, rent and utilities, other indirect management costs including meeting, travel, etc.	@ 12.03% \$3077.63
TREASURE FEE 1% OF THE IMMUNIZATION FUNDS	\$250
DEPOSITED	
2024 Public Health IGA Total \$28910.63	

ATTACHMENT A

SOW CORE PUBLIC HEALTH SERVICES:

Provision of public health services required by C.R.S. 25-1-503(1) (a) 2008 and specifically various CDPHE contracts, scopes of work, including, but not limited to; per capita, Emergency Preparedness and Response, Maternal Child Health, Health Care-Program for Children with Special Needs, Immunizations, Core Service requirements, Vaccine Billing, Communicable Disease, and Environmental Health Service.

STAFFING: All staff, other than single administrative employee to be employed by Kiowa County, utilized in Kiowa County will be employees of Prowers County Public Health and Environment and will travel to Kiowa County when scheduled and/or needed as mutually agreed upon by PCPHE and Kiowa County. The majority of communications and work will be integrated into work performed out of Prowers County in coordination with Kiowa County.

The staffing plan would be as per attached budget.

ATTACHMENT B

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT Colorado State Board of Health CORE PUBLIC HEALTH SERVICES- NEW RULE 6 CCR 1014-7

Section 1 -Purpose and Authority for Rules

- 1.1. These rules recognize that an effective public health system needs clearly defined core public health services. These core public health services are long-term programs, representing the minimum level of public health services that local public health agencies would provide in a modern public health system. Core public health services are intended to improve the health of individuals as well as the health of our communities.
- 1.2. These rules further recognize that local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment in maintaining a strong public health system.
- 1.3. This regulation is adopted pursuant to the authority in section 25-1-503 et seq., C.R.S. and is intended to be consistent with the requirements of the State Administrative Procedures Act, section 24-4-101 et seq. (the "APA"), C.R.S.

Section 2- Definitions

- 2.1. All definitions that appear in Section 25-1-502, C.R.S. shall apply to these rules.
 - A. "Agency" means a county or district public health agency established pursuant to C.R.S. § 25- 1-506, or a municipal public health agency established pursuant to C.R.S. §25-1-507.
 - B. "Local Board of Health" means a county or district board of health established pursuant to C.R.S. § 25-1-508, or a municipal board of health established pursuant to C.R.S. §25-1-507.
 - C. "Core public health" shall be defined by the state board and shall include, but need not be limited to, the assessment of health status and health risks, the development of policies to protect and promote health, and the assurance of provision of the essential public health services.
 - D. "Public health" means the prevention of injury, disease, and premature mortality; the promotion of health in the community; and the response to public and environmental health needs and emergencies in the community and is accomplished through the provision of essential public health services.
 - E. "Essential public health services". The essential public health services provide a working definition of public health and a guiding framework for the responsibilities

of local public health systems. These services are not additional requirements on local public health agencies. The 10 essential public health services are:

1. Monitor health status to identify and solve community health problems.
2. Investigate and diagnose health problems and health hazards in the community.
3. Inform, educate, and empower individuals about health issues.
4. Mobilize public and private collaboration and action to identify and solve health problems.
5. Develop policies, plans, and programs that support individual and community health efforts.
6. Enforce laws and regulations that protect health and promote safety.
7. Link people to needed personal health services and assure the provision of health care.
8. Encourage a competent public health workforce.
9. Evaluate effectiveness accessibility, and quality of personal and population-based health services.
10. Contribute to research into insightful and innovative solutions to health problems.

2.2. In addition, the definitions listed below shall apply to these rules.

- A. "Assure" means to address current and emerging community health needs through governmental leadership and action with public health system partners. Take reasonable and necessary action through a community defined selection of education, services, regulations, and enforcement.
- B. "Sustainable Development" refers to forms of progress or development that meets the needs of current generations without compromising the ability of future generations to meet their needs.

Section 3 - General Statement of Duties:

3.1. Pursuant to Colorado Revised Statutes, part 5 of article I of title 25, in addition to all other powers and duties, an agency has the following duties:

- A. To provide or arrange for the provision of quality core public health services as defined by the state board or deemed essential by the comprehensive statewide public health improvement plan (section 25-1-506 (3)(b)(iii), C.R.S.).
 1. The agency shall be deemed to have met this requirement if the agency can demonstrate to the local board of health that other providers offer core public health services that are sufficient to meet the local need as determined by a local public health plan (Section 25-1-506 (3)(b)(iii), C.R.S.).

3.2. Exemptions from the Provision of Core Services are further detailed in Section 5, below.

Section 4- The Provision of Core Public Health Services:

4.1. Public health core services in Colorado shall include, but need not be limited to the following:

A. Assessment, Planning, and Communication: All agencies are required to use assessment and planning methodologies to identify, evaluate and understand community health problems, priority populations, and potential threats to the public's health, and use this knowledge to determine what strategies are needed to engage partners and improve health. Furthermore, agencies are required to:

1. Participate in integrated state, local, and national surveillance system(s) that quantify public health and environmental problems and threats.
2. Complete a local public health plan based on a comprehensive assessment of the community's health and environmental status at a minimum of every five years.
3. Use regional and county data, provided by CDPHE, on conditions of public health importance, including: chronic and communicable disease; environmental hazards; health disparities; determinants of health; and injury.
4. Communicate to the public and key stakeholders the results of the community health assessment and local public health plan, as well as other public health information that is important to the health of residents and visitors.

B. Vital Records and Statistics: All agencies are required to record and report vital events (e.g. births and deaths) in compliance with Colorado statutes, Board of Health Regulations, and Office of the State Registrar of Vital Statistics policies. Public health directors shall act as the local registrar of vital statistics or contract out the responsibility of registrar in the area over which the agency has jurisdiction.

C. Communicable Disease Prevention, Investigation, and Control: All agencies are required to track the incidence and distribution of disease in the population and prevent and control vaccine-preventable diseases, zoonotic, vector, air-borne, waterborne and food-borne illnesses, and other diseases that are transmitted person-to-person. Furthermore, agencies are required to:

1. Collect and report disease information according to Colorado Board of Health Rules and Regulations.
2. Investigate cases of reportable diseases and suspected outbreaks according to standard protocols and guidance provided by CDPHE.
3. Assure immunizations using established standards, and, in collaboration with CDPHE, monitor community immunization levels.
4. Take appropriate measures to prevent disease transmission using methods specific to: infected persons (isolation, treatment, contact tracing/notification); contacts to infected persons (quarantine, prophylaxis); and the environment in which the communicable disease occurs (facility closure, disinfection).
5. Work closely with CDPHE in communicable disease investigation and control, particularly if the investigation crosses county lines or technical assistance is needed.

- D. Prevention and Population Health Promotion: All agencies are required to develop, implement, and evaluate strategies (policies and programs) to enhance and promote healthy living, quality of life and wellbeing while reducing the incidence of preventable (chronic and communicable) diseases, injuries, disabilities and other poor health outcomes across the life- span. Furthermore, agencies are required to:
1. Work to improve the health status of infants, children, youth, women, and their families.
 2. Work to protect critical stages of a child's physical and mental development during pregnancy, infancy and early childhood.
 3. Promote physical (including oral) health, mental and behavioral health, and environmental health with emphasis on increasing health equity among priority populations (e.g., children, elderly, racial or ethnic populations).
 4. Address identified risk factors or behaviors (e.g., tobacco use, physical activity, nutrition, teen pregnancy, sexually-transmitted infections) based on community health assessment priorities.
 5. Inform, educate, and engage the public and policymakers to build community consensus and capability to promote/support evidenced-based strategies that enable healthy behaviors and environments for individuals, families, organizations, and communities.
 6. Assure strategies are delivered in a culturally and linguistically appropriate manner.
 7. Coordinate efforts with governmental and community partners to link individuals to services such as primary care, maternal and child health care, oral health care, specialty care, and mental health care.
 8. Develop community-specific solutions to address prevention priorities.
 9. Promote and participate in planning for sustainable environments that support healthy living.
- E. Emergency Preparedness and Response: All agencies are required to prepare and respond to emergencies with a public health or environmental health implication in coordination with local, state and federal agencies and public and private sector partners. Furthermore, agencies are required to:
1. Participate in All-Hazards planning, training, exercises, and response activities within the local jurisdiction.
 2. Serve as or support the "Emergency Support Function 8 -Public Health" lead for the county, region, or jurisdiction.
 3. Implement an emergency communication strategy to inform the community and to activate emergency response personnel in the event of a public health crisis.
 4. Coordinate with county Emergency Managers and other first responders.

5. Promote community preparedness by communicating steps that can be taken before, during, or after a disaster.

- F. Environmental Health: Recognizing that significant responsibility for environmental quality management and oversight lies with state and federal agencies, all agencies are required to participate in the protection and improvement of air, water, land, and food quality by identifying, investigating, and responding to community environmental health concerns, reducing current and emerging environmental health risks, preventing communicable diseases, and sustaining the environment. These activities shall be consistent with applicable laws and regulations, and coordinated with local, state and federal agencies, industry, and the public. Furthermore, agencies are required to:
1. Identify and mitigate vector -borne (e.g. insects, rodents), airborne, waterborne, food-borne, and other public health threats related to environmental hazards.
 2. Take appropriate steps to support the protection of surface water and groundwater, including recreational waters and drinking water sources, and assure appropriate local regulatory oversight of onsite waste-water systems.
 3. Implement public health laws, policies and procedures to assure the safety of food provided to the public at retail food establishments.
 4. Implement public health laws, policies and procedures to assure the sanitation of institutional facilities (e.g. child care facilities, local correctional facilities and schools).
 5. Take appropriate steps to assure the proper storage, collection, treatment, and disposal of garbage, refuse, and solid and hazardous waste.
 6. Promote programs to minimize the amount of solid and hazardous waste and maximize the amount of recycling and reuse.
 7. Participate in land use planning and sustainable development to encourage decisions that promote positive public health outcomes (e.g. consideration of housing, urban development, recreational facilities and transport) and that protect and improve air quality, water quality and solid waste management.
 8. Where appropriate and practicable, enter into contracts or other acceptable agreements with the state's environmental programs in order to perform local assessments, inspections, investigations, and monitoring programs.
- G. Administration and Governance: All agencies are required to establish and maintain programs, personnel, facilities, information technology, and other resources necessary to deliver core public health services throughout the agency's jurisdiction. This may be done directly by the agency, or in collaboration with other governmental agencies, and community and regional partners. Furthermore, agencies are required to:
1. Maintain competent, appropriate staffing and other resources to ensure capacity for delivery of core public health services.

2. Meet minimum quality standards in the delivery of core public health services throughout the jurisdiction.
3. Implement public health laws, policies, and procedures regarding agency operations in compliance with state statutes, rules, and regulations.
4. Assess the provision of core public health services provided in the jurisdiction.
5. Establish procedures for working across jurisdictional boundaries and/or for requesting assistance in the delivery of core public health services.
6. Utilize effective financial management systems and ensure management of the public health fund in accordance with C. RS.25-1-511.

4.2. Delivery of the core services shall be performed in accordance with the 10 Essential Public Health Services as defined by section 25-1-502, C.R.S.

Section 5- Exemption from the Provision of Core Services:

- 5.1. When sufficient appropriations are absent, the local board shall set priorities for fulfilling the duties described in section 25-1-506C.R.S., and include the list of priorities in its local public health plan submitted pursuant to section 25-1-505, C.R.S.
- 5.2. The local board of health may choose to limit the scope of the core public health services provided that:
 - A. There is limited need for the core public health services in the community, or
 - B. Other providers provide this service sufficient to meet the local need.

Section 6- The Failure to Provide Core Public Health Services

6.1 Pursuant to section 25-1-510, C.R.S., CDPHE may:

- A. If a core service is not being provided within the jurisdiction, CDPHE will first work with the local public health agency and the local board of health to address how the agency has prioritized these core public health services, and any statutory requirements to provide them.
- B. Staff and programs within CDPHE will work with a local public health agency that is unable to provide core services, that agency's board of health, agencies in neighboring counties, local health providers, appropriate stakeholders, and other organizations to determine how best to provide or assure core services within that agency's jurisdiction.
- C. If necessary, reallocate state funds to or from an agency that is not able to provide core public health services to another entity to deliver services in that agency's jurisdiction.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 02/20/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 02/14/2023

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of Proposal submitted for Prowers County Website Redesign project.

Justification or Background:

Open Proposals submitted by Vendors

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 02/20/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 02/14/2023

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying February 8, 2024, email poll approval of rescinding February 6, 2024, appointment of Ira McGinnis and Tera Bender to the Prowers County Lodging Tax Tourism Panel, and approval of appointing Tera Bender to the single open position on the Prowers County Lodging Tax Tourism Panel to fill the remaining term that will 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):

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

THANK YOU!

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 02/20/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 02/14/2023

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying February 14, 2024, email poll approval of letter of support for the City of Lamar's Fishing is Fun grant application

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!



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

February 14, 2024

Travis Long
CPW Grant Manager
6060 Broadway
Denver, CO

Re: 2024 CTO Marketing Grant Application.

To Mr. Travis Long:

The Board of County Commissioners for Prowers County, Colorado, is pleased to submit this letter of support for the City of Lamar and their application for the CPW Fishing is Fun Grant.

The City of Lamar will use these grant funds to increase ADA access to the North Gateway Park fishing ponds. These ponds have already benefited residents of Prowers County as areas for recreational fishing and wildlife viewing with ADA accessibility options. The City's new project would add another ADA accessible dock to the ponds and a new cleaning station, providing more inclusive outdoor recreation opportunities to the residents and visitors of Prowers County.

For all of these reasons, the Board of County Commissioners for Prowers County, Colorado, supports the City of Lamar's Fishing is Fun grant application.

Thank you,

Board of County Commissioners for Prowers County, Colorado

A handwritten signature in blue ink, reading "Ron Cook", is written over a horizontal line.

Ron Cook, Chair

A handwritten signature in blue ink, reading "Thomas Grasmick", is written over a horizontal line.

Thomas Grasmick, Vice-Chair

A handwritten signature in blue ink, reading "Wendy Buxton-Andrade", is written over a horizontal line.

Wendy Buxton-Andrade, Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 02/20/2024

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 02/14/2024

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of Subdivision Exemption Application by the Estate of **Esther E. Sniff Dece'd**, by **Clay S. Sniff, Personal Representative**, in the NW¼NE¼S½NE ¼ of Section 5, Township 22, Range 46 West, the 6th P.M. The request is to subdivide approximately 2-3 acres from existing property of 210.52 Acres. The Property is located in an A-1 Irrigated Agriculture Zoning District. This will be a First Subdivision. The application was approved by the Planning Commission on February 14, 2024.

Fiscal Impact: \$100.00 application fee and \$13.00 recording fee.

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!

SUBDIVISION APPLICATION AND SUMMARY FORM

THE SUBMITTED APPLICATION PACKAGE REQUIRES SPECIFIC REPORTS/INFORMATION WHICH MAY NOT BE ADEQUATE AS DETERMINED THROUGH THE REVIEW PROCESS. ADDITIONAL INFORMATION MAY BE REQUIRED. ALSO, THE ACCEPTANCE OF THE APPLICATION PACKAGE DOES NOT MEAN THE SPECIFIC INFORMATION HAS BEEN APPROVED AND IN FINAL FORM. REVISIONS TO THE INFORMATION AND/OR REPORTS MAY BE REQUIRED. REQUESTS FOR WAIVERS OF ANY OF THESE REQUIREMENTS MUST BE ACCOMPANIED BY A LETTER OF JUSTIFICATION. THE PROWERS COUNTY PLANNING COMMISSIONERS WILL HEAR THE WAIVER REQUEST CONCURRENTLY WITH THE APPLICATION. DENIAL OF THE WAIVER REQUEST SHALL RENDER THIS APPLICATION INCOMPLETE AND RESULT IN THE REQUIREMENT FOR A NEW SUBMITTAL ACCEPTANCE DATE AND REVIEW PERIOD. YOUR SIGNATURE BELOW INDICATES ACCEPTANCE OF THESE CONDITIONS.

1/15/2004

Barbara L. Link

If other than owner's signature, a letter of consent authorizing the applicant/representative to act in the owner's behalf must be included.

Email:

Email:

Telephone: (719) 383-4627

Range 46

or

Lot _____ Block _____ Subdivision _____

x

No

x

No

If YES, attach copy

Proposed Use of Land Residential

Proposed Water Source City of Lamar

Proposed Means of Sewage Disposal Septic System on Property

Proposed Road Access County Road 8.5

Proposed Lot Size Approximately 2-3 acres

-
-
- The Prowers County Planning Commission recommends approval of this request for subdivision exemption.

Prowers County Planning Commission, Chair



Dated this 14 day of Feb, 2024

- The Prowers County Board of County Commissioners grants approval of this request for subdivision exemption.

Prowers County Board of County Commissioners, Chair

Dated this _____ day of _____, 20__



Imagery ©2023 Airbus, CNES / Airbus, Maxar Technologies, Map data ©2023 50 ft

Sniff Subdivision Vicinity Map

Write a description for your map.



Recorded MAY 10 1989
Reception No. 445087
Proctors Court, State of Colorado
Recorder

THIS DEED, Made this 10th day of May in the year of our Lord one thousand nine hundred and eighty-nine between ELMER S. SWIFF whose address is 30500 County Road 8 1/2, City or Town of Lamar, County of Prowers and State of Colorado, of the first part, and ESTHER E. SWIFF whose address is 30500 County Road 8 1/2, City or Town of Lamar, County of Prowers and State of Colorado, of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN and no/ONE HUNDRED DOLLARS, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and Quit-Claimed, and by these presents do remise, release, sell, convey and Quit-Claim unto the said party of the second part, her heirs and assigns, forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described real properties situate, lying and being in the County of Prowers and State of Colorado, to-wit:

The West Half of the Northeast Quarter of the Northeast Quarter (NW1/4NE1/4), the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4), the South Half of the Northeast Quarter (S1/2NE1/4), the East Half of the Southeast Quarter (E1/2SE1/4) and the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Five (5), Township Twenty-three (23) South, of Range Forty-six (46) West of the 6th Principal Meridian together with all water rights, ditches and ditch rights and especially those water rights evidenced by 66 shares of the capital stock of The Fort Bent Ditch Company;

Reserving unto grantor for and during his lifetime that portion and only that portion of the above-described property upon which currently is located grantor's residence house, said house being located in the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of said Section Five (5) and which consists of 3.51 acres more or less.

To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, her heirs and assigns, forever.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

ELMER S. SWIFF

STATE OF COLORADO)

COUNTY OF PROWERS)

ss.

The foregoing instrument was acknowledged before me this 10th day of May, 1989.

Witness my hand and official seal.

My commission expires: October 10, 1990

Notary Public

Mailing Address for
Future Tax Notices

Name

Mailing Address

District Court, Prowers County, Colorado Court Address: Prowers County Courthouse 301 South Main, Suite 300 Lamar, CO 81052		DATE FILED: July 6, 2023 8:24 AM
In the Matter of the Estate of: ESTHER E. SNIFF, Deceased		▲ COURT USE ONLY ▲ <hr/> Case Number: 2013 PR 22 Division Courtroom
LETTERS <input checked="" type="checkbox"/> TESTAMENTARY <input type="checkbox"/> OF ADMINISTRATION		

Clay S. Sniff (name) was appointed or qualified by this court or its registrar on 8/20/2013 (date)
as:

- ☒ Personal Representative; or
☐ Successor Personal Representative.

The decedent died on August 6, 2013 (date).

These Letters are proof of the Personal Representative's authority to act pursuant to § 15-12-701, et.seq., C.R.S.

- ☒ The Personal Representative's authority is unrestricted; or
☐ The Personal Representatives authority is restricted as follows:

Date: July 6, 2023

Becky Fletcher
 Probate Registrar/(Deputy) Clerk of Court

CERTIFICATION

Certified to be a true copy of the original in my custody and to be in full force and effect as of
7/6/23 (date).

Becky Fletcher
 Probate Registrar/(Deputy) Clerk of Court



**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 02/20/2024

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 02/14/2024

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of Subdivision Exemption Application by Jesus Lozoya Mendoza, in the S½SE¼N¼, in Section 36, Township 22, Range 47 west, the 6th P.M. The request is for a Lot Line Rearrangement to equally divide the existing two tracts, totaling 2.825 acres in to two equal halves of 1.4 acres. The property is located in an A-1 Irrigated Agriculture Zoning District. This will be a Second Amended Second Subdivision. The Application was approved by the Planning Commission on February 14, 2024.

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!

Subdivision
Exemption No.

SUBDIVISION APPLICATION AND SUMMARY FORM

PLEASE READ NOTE AND SIGN BELOW:

THE SUBMITTED APPLICATION PACKAGE REQUIRES SPECIFIC REPORTS/INFORMATION WHICH MAY NOT BE ADEQUATE AS DETERMINED THROUGH THE REVIEW PROCESS. ADDITIONAL INFORMATION MAY BE REQUIRED. ALSO, THE ACCEPTANCE OF THE APPLICATION PACKAGE DOES NOT MEAN THE SPECIFIC INFORMATION HAS BEEN APPROVED AND IN FINAL FORM. REVISIONS TO THE INFORMATION AND/OR REPORTS MAY BE REQUIRED. REQUESTS FOR WAIVERS OF ANY OF THESE REQUIREMENTS MUST BE ACCOMPANIED BY A LETTER OF JUSTIFICATION. THE PROWERS COUNTY PLANNING COMMISSIONERS WILL HEAR THE WAIVER REQUEST CONCURRENTLY WITH THE APPLICATION. DENIAL OF THE WAIVER REQUEST SHALL RENDER THIS APPLICATION INCOMPLETE AND RESULT IN THE REQUIREMENT FOR A NEW SUBMITTAL ACCEPTANCE DATE AND REVIEW PERIOD. YOUR SIGNATURE BELOW INDICATES ACCEPTANCE OF THESE CONDITIONS.

Date: 02/07/24

Jesus A Lozoya Mendoza
Applicant's / Representative's Signature

If other than owner's signature, a letter of consent authorizing the applicant/representative to act in the owner's behalf must be included.

Property Owner: Jesus A Lozoya Mendoza
6381 +
Address: 6385 County Road Hh. 5 Lamar Co 81652

Telephone Number: 714-940-0133 Email: _____

Applicant's Representative: _____

Address: _____

Telephone Numbers: _____ Email: _____

Surveyor or Engineer: _____ Telephone: _____

Location of Subdivision: Second
Subdivision (1st, 2nd, etc.): 2nd - Amended Second Subdivision

Quarter S 1/2 SE 1/4 NW 1/4

Section 36 Township 22 Range 47 or

Lot _____ Block _____ Subdivision _____

>>>>>>>> Attach Copy of Deed <<<<<<<<<<<<

Tax parcel number of property (County Assessor's Records) 972362021 + 972362022

Current land classification as per Assessor's Records _____

If irrigated, will water shares be allocated to the subdivided parcel? N/A Yes N/A No

Is there a Deed of Conservation Easement attached to this property? _____ Yes ✓ No

If YES, attach copy



2/2/2024

To Whom It May Concern,

Please be advised that Community State Bank has a first lien position on two houses at 6381 & 6385 County Road HH.5, Lamar, CO. 81052. CSB is giving full permission to redivide the properties to give Jesus Lozoya Mendoza, who is our borrower, the ability to create an access for 6385 CR HH.5 and eventually sell the property. If you have any questions in regard to this matter please call Cole Grenard at (719) 336-3272.

Cole R. Grenard

Loan Officer



Lozoya Mendoza Subdivision Map

Write a description for your map.



552378

WARRANTY DEED

THIS DEED, made this 30TH day of OCTOBER, 2020 between

TERRY D. SNELLER AND MELINDA S. SNELLER

of the County of PROWERS and State of COLORADO, Grantors, and

JESUS A. LOZOYA MENDOZA AND NORALY HERNANDEZ SANTIAGO
whose legal address is: PO BOX 1002
LAMAR, COLORADO 81052

of the County of PROWERS and State of COLORADO, Grantees:

WITNESS, that the Grantors, for and in consideration of the sum of TEN AND OTHER GOOD AND VALUABLE CONSIDERATIONS-----DOLLARS, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the Grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the County of PROWERS and State of Colorado, described as follows:

**TOWNSHIP 22 SOUTH, RANGE 47 WEST OF THE SIXTH PRINCIPAL MERIDIAN
SECTION 36: TRACT "B" OF AMENDED SECOND SUBDIVISION OF THE S½SE¼NW¼,
ACCORDING TO THE PLAT RECORDED AT RECEPTION NO. 480635,
COUNTY OF PROWERS,
STATE OF COLORADO.**

also known by street and number as: 6385 COUNTY ROAD HH.6

TOGETHER with all and singular the nonhereditary and appurtenances thereunto belonging, or in anyway appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantors, either in law or equity, of, in and to the above bargained premises, with the nonhereditary and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, their heirs and assigns forever. And the Grantors, for themselves their heirs and personal representatives, do covenant, grant, bargain and agree to and with the Grantee, their heirs and assigns, that at the time of the unsealing and delivery of these presents it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except assessments, rights-of-way, reservations of record, 2020 taxes and all taxes thereafter.

The Grantors shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantors have executed this deed on the date set forth above.

STATE OF COLORADO)
COUNTY OF PROWERS) ss.

TERRY D. SNELLER

MELINDA S. SNELLER

The foregoing instrument was acknowledged before me this 30TH day of OCTOBER, 2020
by TERRY D. SNELLER AND MELINDA S. SNELLER

My commission expires: MARCH 3, 2024

DOLORES L. MELGOSA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19084020080
MY COMMISSION EXPIRES 03/03/2024

DOLORES L. MELGOSA
NOTARY PUBLIC: DOLORES L. MELGOSA
121 SOUTH MAIN STREET
LAMAR, COLORADO 81052

STATE DOCUMENTARY FEE

Date NOV 04 2020

\$ 0

NO Doc Fee

552377

WARRANTY DEED

THIS DEED, made this 30TH day of OCTOBER, 2020 between

JEAN SCHWARTZ

of the County of PROWERS and State of COLORADO, Grantors, and

whose legal address is: JESUS A. LOZOYA MENDOZA AND NORALY HERNANDEZ SANTIAGO
PO BOX 1002
LAMAR, COLORADO 81052

of the County of PROWERS and State of COLORADO, Grantees:

WITNESS, that the Grantors, for and in consideration of the sum of TEN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, DOLLARS, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the Grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the County of PROWERS and State of Colorado, described as follows:

TOWNSHIP 22 SOUTH, RANGE 47 WEST OF THE SIXTH PRINCIPAL MERIDIAN
SECTION 38: TRACT "A" OF AMENDED SECOND SUBDIVISION OF THE S1/2SE1/4NW1/4,
ACCORDING TO THE PLAT RECORDED AT RECEPTION NO. 480635,
COUNTY OF PROWERS,
STATE OF COLORADO.

also known by street and number as: 6381 COUNTY ROAD HH.5

TOGETHER with all and singular the nonhereditary and appurtenances thereunto belonging, or in anyway appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantors, either in law or equity, of, in and to the above bargained premises, with the nonhereditary and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, their heirs and assigns forever. And the Grantors, for themselves their heirs and personal representatives, do covenant, grant, bargain and agree to and with the Grantee, their heirs and assigns, that at the time of the unsealing and delivery of these presents it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except easements, rights-of-way, reservations of record, 2020 taxes and all taxes thereafter.

The Grantors shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantors have executed this deed on the date set forth above.

STATE OF COLORADO)
COUNTY OF PROWERS) ss

Jean Schwartz
JEAN SCHWARTZ

The foregoing instrument was acknowledged before me this 30TH day of OCTOBER, 2020 by JEAN SCHWARTZ

My commission expires: MARCH 3, 2024

DOLORES L. MELGOSA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19054020080
MY COMMISSION EXPIRES 03/03/2024

NOTARY PUBLIC:

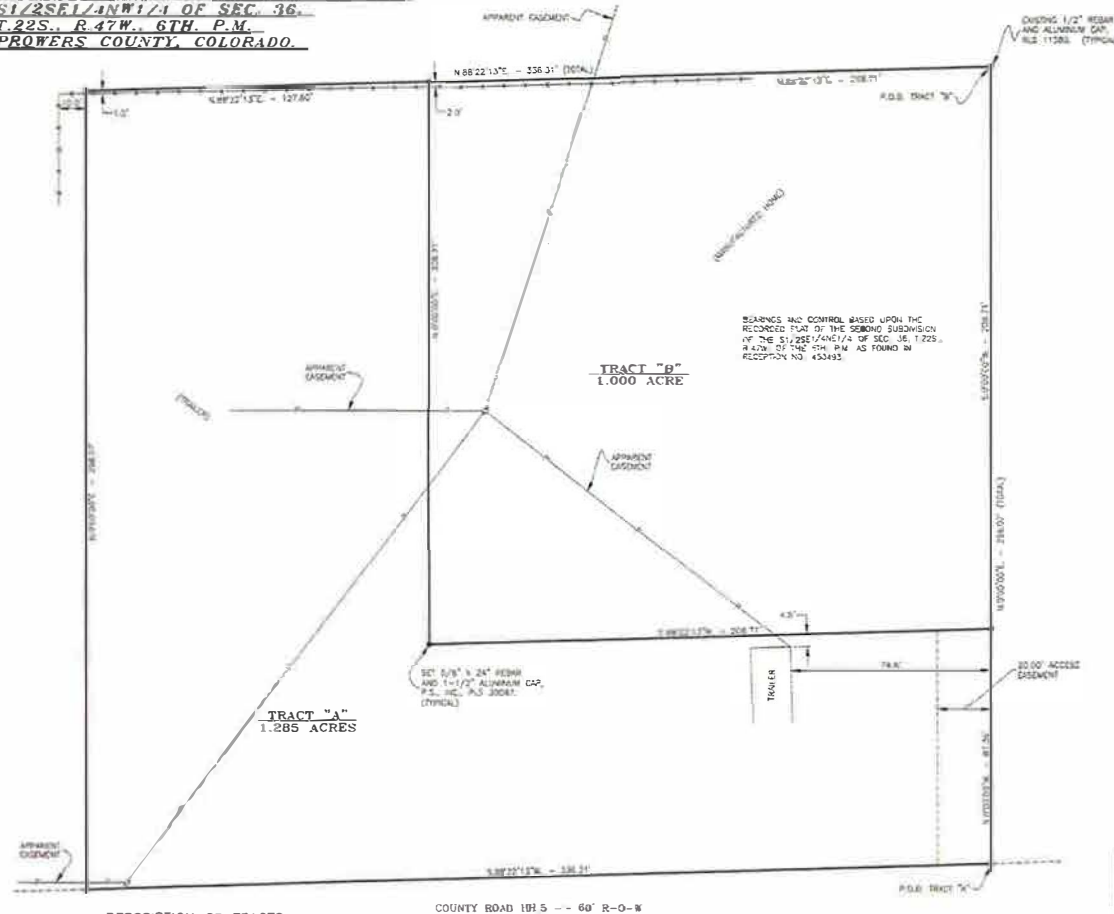
Dolores L. Melgosa
DOLORES L. MELGOSA
121 SOUTH MAIN STREET
LAMAR, COLORADO 81052

STATE DOCUMENTARY FEE

Date: NOV 04 2020
\$ 21.50

Doc
Fee
\$21.50

AMENDED SECOND SUBDIVISION OF THE
S1/2SE1/4NW1/4 OF SEC. 36,
T.22S., R.47W., 6TH. P.M.
PROWERS COUNTY, COLORADO.



DESCRIPTION OF TRACTS

TRACT "A"
A tract of land lying in Prowers County, Colorado in the S1/2SE1/4NW1/4 of Sec. 36, T.22S., R.47W., of the 6th. P.M. and being more particularly described as follows:
Beginning at the Southeast corner of the Second Subdivision of the S1/2SE1/4NW1/4 of Sec. 36, T.22S., R.47W., of the 6th. P.M. as found under Reception No. 453493; thence S.88°22'15"W., 336.31 feet to the Southwest corner of said Second Subdivision; thence N.0°00'00"E., 298.67 feet to the Northwest corner of said Second Subdivision; thence N.88°22'15"W., 127.80 feet; thence S.0°00'00"W., 87.36 feet to the point of beginning. SUBJECT TO A 20.00' strip of land for access purposes to other lands, whose Eastern line is the course described as "S.0°00'00"W., 87.36' feet".
The tract contains 1.285 Acres.

TRACT "B"
A tract of land lying in Prowers County, Colorado in the S1/2SE1/4NW1/4 of Sec. 36, T.22S., R.47W., of the 6th. P.M. and being more particularly described as follows:
Beginning at the Northeast corner of the Second Subdivision of the S1/2SE1/4NW1/4 of Sec. 36, T.22S., R.47W., of the 6th. P.M. as found under Reception No. 453493; thence S.0°00'00"W. 208.71 feet; thence S.88°22'15"W., 208.71 feet; thence N.0°00'00"E., 208.71 feet; thence N.88°22'15"E., 208.71 feet to the point of beginning. TOGETHER with a 20.00' strip of land for access purposes across Tract "a", whose Eastern line is the course described as "S.0°00'00"W., 87.36' feet".
The Tract contains 1.000 Acre.

LAND SURVEY PLAT

AMENDED SECOND SUBDIVISION

APPLICANT'S CERTIFICATE

I hereby apply for a Homestead Exemption from the Prowers County Subdivision Requirement as provided for therein for the tract of land as shown and described herein. Said tract lies on existing homestead land II with an adjacent domestic-use-exemption-land-as-prior-to-1970. I/We certify that I/We are legal owner(s) of the tract as shown herein, and that the information as shown herein is true and correct to the best of my/our knowledge and belief.

APPLICANT'S CERTIFICATION

I, Lance W. Brundage, an Attorney admitted to practice law in the State of Colorado, hereby certify that I have read the foregoing plat and the information as shown on said plat is true and correct to the best of my knowledge and belief. I am the owner of said tract as shown herein to be exempted, subject to existing encumbrances and exceptions of record.

Attorney at Law

SURVEYOR'S STATEMENT

REVISED: MAY 28, 1998
APRIL 8, 1998

I, LANCE W. BRUNDAGE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE TO TERRY SNELLER ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF AND TO THE NORMAL STANDARDS OF CARE OF PROFESSIONAL LAND SURVEYORS PRACTICING IN COLORADO, THAT ON APRIL 1, 1998, AS RESULT OF A SURVEY MADE ON THE GROUND AND INSTRUMENTED BY ME, THAT THIS LAND SURVEY PLAT WAS PREPARED UNDER MY DIRECTION AND REPRESENTS THE SURVEY MADE THAT THE SURVEY WAS BASED UPON INFORMATION AND INSTRUCTIONS SUPPLIED BY CLIENT WITH CLIENT DESIRING NO FURTHER RESEARCH INTO EASEMENTS OR RIGHTS-OF-WAY.

LANCE W. BRUNDAGE
REGISTERED PROFESSIONAL LAND SURVEYOR
COLORADO 30087

PLANNING COMMISSION

Reviewed and Approved by the Prowers County Planning Commission.

Chairman: Lance W. Brundage, Date: 4-1-98

BOARD OF COUNTY COMMISSIONERS

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

Chairman: Lance W. Brundage, Date: 4-1-98

STATE OF COLORADO

COUNTY OF PROWERS S.S.

I hereby certify that this instrument of record was filed in my office on the _____ day

of _____ 1997, at _____ M. under Reception number _____

Deputy: _____

By: _____

NOTICE:
THIS SURVEY MADE WITHOUT BENEFIT OF UPDATED ABSTRACT OF TITLE HOLD AND MAY BE SUBJECT TO OTHER EASEMENTS, ENCUMBRANCES, RIGHTS, ETC. WHICH HAVE DEVELOPED SINCE THE DATE OF DATA NOTED IN THE SURVEYOR'S STATEMENT.

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

TERRY SNELLER		COLORADO	
REGISTERED SECOND SUBDIVISION OF THE S1/2SE1/4NW1/4 OF SEC. 36, T.22S., R.47W., OF THE 6TH. P.M., PROWERS COUNTY, COLORADO			
LAND SURVEY PLAT			
PETERSEN SURVEYING, INC.			
PROJECT NO.	DATE	SHEET NO.	1 OF 1
REVISIONS	DATE	BY	

DRAWING NUMBER

DRAWING NUMBER

DRAWING NUMBER