

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
AUGUST 29, 2023**

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

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

WORK SESSION

9:00 a.m. BOCC
- Updates

10:00 a.m. Gail Specht, Rolling Hills Cowboy Camp
- Fairgrounds Facility Rental Agreement

10:15 a.m. Dr. Chad Krug, Superintendent, Lamar RE-2 School District
- Stadium Project Discussion and Updates

11:00 a.m. Stephanie Gonzales, Executive Director SECED
- Prop 123 and Regional Housing Authority Discussion

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

MEETING AGENDA

Invocation

Pledge of Allegiance

1:00 p.m.

Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented, Pay Roll and of Voiding Checks, if any
3. Consider Approval of August 8, 2023 Meeting Minutes

PUBLIC APPEARANCES

- Anyone wishing to address the BOCC may do so at the discretion of the Board and subject to a three-minute limitation.
- 1:05 p.m. Michelle Hiigel, Land Use Administrator and Denise Gibbons, Tri-State Generation and Transmission Association, Inc.
- Underground & Utility Permit Application for installation of Tri-State transmission lines in the county.
- 1:15 p.m. Shawny Comer, Prowers County DHS
- Proclamation for Child Support Awareness

Mark Westhoff

- County Administrator Update

Rose Pugliese, Esq.

- County Attorney Update

EXECUTIVE SESSION

- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions.
- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions related to County Investments - Part I and County Financial Policy - Part III.
- Executive Session pursuant to C.R.S. §24-6-402(4)(e) Conference with the attorney for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations and instructing negotiators related to County Investments - Part II.

ACTION ITEMS:

1. Consider approval of Underground and Utility Permit No. 957 for Tri-State Generation and Transmission Association, Inc., installing a 230 KV electrical transmission line crossing over multiple Prowers County roads.
2. Consider approval of a Proclamation for Child Support Awareness Month.
3. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Rolling Hills Cowboy Camp, event scheduled for October 5 – 8, 2023.
4. Consider ratifying 8-8-2023 verbal poll approval to cancel Schedule A, Accurint for Government User Subscription that was previously approved on 6-27-2023 because the wrong Government User Subscription Schedule was sent to the County Treasurer in error.
5. Consider ratifying 8-8-2023 verbal poll approval of LexisNexis Risk Solutions, Schedule A, Accurint for Government (Transactional) for a term beginning August 1, 2023 and ending July 31, 2024, total monthly fee in the amount of \$200.00 and authorizing Judy Wittman, County Treasurer to execute the document electronically.
6. Consider ratifying 8-8-2023 verbal poll approval for Year 2022 Tax Abatement Request by Judy Wittman, Prowers County Treasurer.
7. Consider approval of canceling the following Board of County Commissioners Meeting dates: September 19, 2023, October 17, 2023 and November 6, 2023.

8. Consider ratifying 8-11-2023 email poll approval of sending a letter to Honorable Pete Buttigieg, US Department of Transportation in support for US 50 SHIFT Discretionary Grant Application – MPDG 2023.
9. Consider approval of Contract Amendment #5 24 IHFA 185332 to original Contract # 20 IHFA 128142 between the Colorado Department of Human Services and Prowers County Department of Human Services for the provision of the Child Welfare Abuse and Neglect Hotline Routing System in the total amount of \$5,172,101.65, expiration date June 30, 2024 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the contract electronically.
10. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Lamar Community College Rodeo Team, event scheduled for October 13 – 16, 2023.
11. Consider ratifying 8-17-2023 email poll approval for Payment of Bills and Voided Checks, if any, presented in the amount of \$141,902.25 County General Fund, \$30,359.05 DHS and \$429.76 H3C with a certification date of August 18, 2023.
12. Consider approval of the Transition Data Sharing Agreement between State of Colorado Department of Health Care Policy and Financing and Prowers County Public Health and Environment for the purpose of permitting the transfer of data from existing Case Management Agencies to serve Baca, Kiowa and Prowers counties and authorizing Meagan Hillman, Public Health Director to execute the Agreement.
13. Consider approval of Rental Agreement between Prowers County and RET Services for RET to rent the Vaqueros Building every Tuesday from 10 am to 3 pm beginning September 5, 2023, for a fee of \$50 per day, and authorizing Chairman Ron Cook to execute the document.
14. Consider ratifying August 14, 2023, email poll approval of SMART – LE Workforce, Retention, and Tuition Grant application by the Prowers County Sheriff's Office for POST-Certified training totaling \$27,759, effective 01/01/2024 to 12/31/2025, and authorizing Undersheriff Sam Fief to submit the application online.
15. Consider approval of Small Dollar Amount Grant Agreement between Prowers County and Pueblo County on behalf of Southeast Colorado Opioid Response Settlement Region 19 totaling \$5,000 for fiscal year 2024, and authorizing Chairman Ron Cook to execute the document.
16. Consider approval of Base Gas Sales Agreement between Symmetry Energy Solutions, LLC, and Prowers County effective 9/1/2023 with month-to-month renewal, and authorizing Chairman Ron Cook to execute the document.
17. Consider approval of appointing one Member to the Bristol-Granada Cemetery District Board to fill one (1) position for a term of four (4) years to expire August 2027.
18. Consider approval of Consulting Services Agreement between Prowers County, Prowers Economic Prosperity (PEP), and Research Consultants International FDI Inc (ResearchFDI), for

ResearchFDI to complete a targeted industry study and lead generation project totaling \$82,000, in connection with DOLA grant REDI 22-288 with Prowers County as fiscal agent, and authorizing Chairman Ron Cook to execute the document.

19. Consider ratifying 8-21-2023 email poll approval of Radon Straight Pay Grant Request – Statement of Work in the amount of \$4,694.80 and authorizing Environmental Health Manager, Connie Martinez and Public Health Director, Meagan Hillman to execute the document.
20. Consider approval of Memorandum of Understanding Fatherhood FIRE Project between Prowers County Department of Human Services and Domestic Safety Resource Center and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the Agreement.

PREVIOUSLY TABLED ACTION ITEMS:

1. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for At the Foot of The Cross Rodeo Bible Camp, event scheduled for September 21 – 24, 2023.
2. Consider approval of changes to the Prowers County Personnel Handbook related to section 506 “Banking or Sharing Sick Leave”.

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 APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$198,699.59 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **August 29, 2023**

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 87,473.86	-	-
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ 8,428.88	-	-
ROAD & BRIDGE FUND	\$ 38,271.10	-	-
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ -	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ 2,000.00	-	-
CRMC FUND	\$ 38,760.27	-	-
OPC FUND	\$ 23,765.48	-	-
Totals	\$ 198,699.59	\$ -	\$ -

DATE: August 29, 2023

BOCC CHAIRMAN

DATE: August 29, 2023

COMMISSIONER

DATE: August 29, 2023

COMMISSIONER

DATE: August 29, 2023

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	198,699.59
AP + Fringes	\$	198,699.59
Total Pd Certification - Payroll	\$	198,699.59
Total Payroll + Fringes	\$	-

Ending Check No.	69973
Beginning Check No.	69910

STATE OF COLORADO }
 } SS:
COUNTY OF PROWERS }

Total Number of Checks:	64
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Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01

0010

August 29, 2023

69910-69973

\$ 87,473.86

Payroll \$ -
Fringes \$ -

Total \$ 87,473.86

ARPA - 02

0018

2023 \$ -

Payroll \$ -
Fringes \$ -

Total \$ -

ROAD & BRIDGE FUND - 02

0020

2023 \$ 38,271.10

Payroll \$ -
Fringes \$ -

Total \$ 38,271.10

FSA (Cafeteria) 552

0552

2023 \$ -

Total \$ -

Sheriff's Booking Fees

0675

\$ -

Payroll \$ -

Total \$ -

SALES & USE TAX FUND - 03

0900

2023 \$ -

Total \$ -

CONSERVATION TRUST FUND - 06

0130

2023 \$ -

Total \$ -

CAPITAL FUND - 07

0100

2023 \$ -

Total \$ -

OTHER AGENCIES FUND- 08

2023

\$ -

Total \$ -

LODGING TAX - 09

0014

2023 \$ 2,000.00

Payroll \$ -
Fringes \$ -

Total \$ 2,000.00

PUBLIC HEALTH AGENCY - 11

0676

2023 \$ 8,428.88

Payroll \$ -
Fringes \$ -

Total \$ 8,428.88

CRMC

0016

2023 \$ 38,760.27

Journal Entry - Booking Correction \$ 35.00

Payroll \$ -
Fringes \$ -

Total \$ 38,795.27

PC

0017

2023 \$ 23,765.48

Journal Entry - Booking Correction \$ (35.00)

Payroll \$ -
Fringes \$ -

Total \$ 23,730.48

Paula Gonzales, Finance Director

GRAND TOTAL \$ 198,699.59

JOURNAL ENTRIES

July 2023

2023

JE #	DATE	ACCOUNT CODES	DESCRIPTION	DB	CR
	7/31/2023	13-46-430200	Correct Expense Booking Error	35.00	
		13-00-110100	Correct Expense Booking Error		35.00
		14-00-110100	Correct Expense Booking Error	35.00	
		14-47-421700	Correct Expense Booking Error		35.00
Expense reported and entered to wrong account					
Correct per Pete, was coded to CRMC, should have been OPC					



Invoice #2023 1725

Invoice Date: Thursday, June 15th, 2023

Due Date: Sunday, June 25th, 2023

Invoiced To

Prowers County OPC

ATTN: Prowers County

~~Consolidated Return Mail Center~~

100 North Snowden St

Grenada, Colorado, 81041

United States

**APPROVED FOR
PAYMENT**

SIGNED

DATE

6-25-23

PAID

Unified

14-47-421700
14-47-421700

Description	Total
1 Month Package - 1 Connection B (06/25/2023 - 07/24/2023) Type of Device: Android Box Website Password:	\$25.00 USD
Addon - Video On Demand 1 Month MW (06/25/2023 - 07/24/2023)	\$10.00 USD
Sub Total	\$35.00 USD
Credit	\$0.00 USD
Total	\$35.00 USD

Transactions

Transaction Date	Gateway	Transaction ID	Amount
Sunday, June 25th, 2023	PayPal/Credit/Debit Card	4BA443012T683480N	\$35.00 USD
		Balance	\$0.00 USD

PDF Generated on Monday, July 17th, 2023

13-46-430200



Accounts Payable

Computer Check Register

User: paula
 Printed: 08/23/2023 - 3:59PM
 Batch: 00103.08.2023 - 08-29-2023
 Bank Account: FNBGEN

PROWERS COUNTY GOVERNMENT



Check	Vendor No	Vendor Name	Date	Invoice No	amount
69910	ACA2	A Cut Above Pest Control LL	8/29/2023		
				19445	55.00
				19441	40.00
Check 69910 Total:					95.00
69911	AIR1	A-1 Rental & Sales	8/29/2023		
				57512	2,444.57
				57348-100125	79.99
Check 69911 Total:					2,524.56
69912	AIII	Airgas USA, LLC	8/29/2023		
				9140870564	61.30
Check 69912 Total:					61.30
69913	AMAZON	Amazon Capital Services	8/29/2023		
				H-QXCM-L19K	90.38
				J-VWWG-FC7R	532.80
				J9-QXV3-DHL4	80.99
				IPQ-3N19-6RJP	72.31
				N4-VVLD-4TJ7	15.87
				M-TQD9-MQ7Q	269.76
				H-GWCL-PWJT	179.99
Check 69913 Total:					1,242.10
69914	AVA1	Ark Valley Auto Service	8/29/2023		
				30	794.40
Check 69914 Total:					794.40
69915	ATM1	Atmos Energy	8/29/2023		
				3014593842	30.57
				3015003870	32.09
				3013908352	33.54
				3012912465	30.13
				3012912303	33.04
Check 69915 Total:					159.37
69916	ACS2	Auto-Chlor Golden Light Equ	8/29/2023		
				872035	208.94
Check 69916 Total:					208.94
69917	BSL1	Business Solutions Leasing	8/29/2023		
				34640395	477.72

Check	Vendor No	Vendor Name	Date	Invoice No	amount
Check 69917 Total:					477.72
69918	Canon1	Canon Financial Services	8/29/2023		
				31079165	126.97
				31074088	0.61
				31079165	37.47
				31079165	17.81
				31074088	122.61
				31079164	289.93
				31074088	52.55
				31079165	19.32
				31079165	58.00
Check 69918 Total:					725.27
69919	LAM1	City of Lamar	8/29/2023		
				1615415936	359.93
Check 69919 Total:					359.93
69920	LAM3	City of Lamar	8/29/2023		
				24158	9,476.50
Check 69920 Total:					9,476.50
69921	CSS1	Cliff's Gas & Diesel LLC	8/29/2023		
				JULY2023	189.84
Check 69921 Total:					189.84
69922	CAS5	Colorado Asphalt Services, Inc	8/29/2023		
				0063020	9,132.00
Check 69922 Total:					9,132.00
69923	CDP6	Colorado Dept of Public Heal	8/29/2023		
				0231	751.00
Check 69923 Total:					751.00
69924	CSS4	Colorado Secretary of State	8/29/2023		
				2023 Fall	60.00
Check 69924 Total:					60.00
69925	CMC1	Consolidated Management	8/29/2023		
				40073123	12,844.04
Check 69925 Total:					12,844.04
69926	DEL2	Deloach's Water Condition	8/29/2023		
				532-00485623-5	18.75
				532-00485300-0	20.00
Check 69926 Total:					38.75
69927	DISA	DISA	8/29/2023		
				2397659	81.00
				2397659	92.00

Check	Vendor No	Vendor Name	Date	Invoice No	amount
Check 69927 Total:					173.00
69928	DKC1	Double K Car Wash	8/29/2023	2040	104.15
Check 69928 Total:					104.15
69929	ELE1	Electra Pro LLC	8/29/2023	9996	400.26
Check 69929 Total:					400.26
69930	EXT1	Express Toll	8/29/2023	2084007144	31.00
Check 69930 Total:					31.00
69931	FPRM	Fremont Paving and Redi Mix	8/29/2023	17034	1,447.50
Check 69931 Total:					1,447.50
69932	SKB1	Glaxosmithkline Pharmaceuti	8/29/2023	8254085270	806.36
Check 69932 Total:					806.36
69933	GOB1	Gobin's	8/29/2023	GOB-PC04	486.42
				AR3938010	82.23
				AR4010112	78.10
				AR3982378	89.87
				AR3981736	224.96
				AR3999609	114.30
				AR3998488	83.73
				AR4008593	114.37
				AR4026381	83.28
				AR4026380	92.52
				AR3938497	97.95
Check 69933 Total:					1,547.73
69934	GRN2	Granada Senior Citizens	8/29/2023	Aug 2023	1,350.00
Check 69934 Total:					1,350.00
69935	GREAT1	Great Plains Security	8/29/2023	014180	113.50
Check 69935 Total:					113.50
69936	GTA1	GreatAmerica Financial Servi	8/29/2023	34635967	148.85
Check 69936 Total:					148.85
69937	HTP1	Heath & Turpin Truck Repair	8/29/2023	66285	448.59

Check	Vendor No	Vendor Name	Date	Invoice No	amount
		Check 69937 Total:			448.59
69938	HFE1	Heiman Inc	8/29/2023		
				0923280-IN	921.04
				0923112-IN	562.95
		Check 69938 Total:			1,483.99
69939	HSC1	Holly Senior & Community C	8/29/2023		
				Aug 2023	1,350.00
		Check 69939 Total:			1,350.00
69940	IVSI	Integrated Voting Systems	8/29/2023		
				13152	390.00
		Check 69940 Total:			390.00
69941	JOR1	Kenyon Jordan, Ph.D.	8/29/2023		
				2507-13	275.00
		Check 69941 Total:			275.00
69942	LCC2	Lamar Chamber of Commerce	8/29/2023		
				08182023	2,000.00
		Check 69942 Total:			2,000.00
69943	LSI1	Lamar Senior Center	8/29/2023		
				Aug 2023	1,350.00
		Check 69943 Total:			1,350.00
69944	LAWOFF	Law Office of Rose F. Pugliese	8/29/2023		
				Sep 2023	8,000.00
		Check 69944 Total:			8,000.00
69945	LONGORIA	Margaret Longoria	8/29/2023		
				107	800.00
		Check 69945 Total:			800.00
69946	LYD1	Dee Lyons, NP	8/29/2023		
				Y220BH 072023	100.00
		Check 69946 Total:			100.00
69947	Mirage	Mirage Technologies	8/29/2023		
				08202023	5,266.69
		Check 69947 Total:			5,266.69
69948	MWP1	My Wholesale Products	8/29/2023		
				358336	63.65
				358367	211.74
		Check 69948 Total:			275.39
69949	PSE1	P.M. & Sons Enterprises, LLC	8/29/2023		
				1963	76.64

Check	Vendor No	Vendor Name	Date	Invoice No	amount
Check 69949 Total:					76.64
69950	PAM1	Parker Mechanical	8/29/2023		
				1444	100.00
				1445	586.15
Check 69950 Total:					686.15
69951	PSL1	Pitstop Oil, LLC	8/29/2023		
				July2023	461.15
				1468344	4,567.50
				July 2023	21,569.15
				July 2023	2,239.05
Check 69951 Total:					28,836.85
69952	PRC1	Prowers County	8/29/2023		
				23036	11,552.79
				23038	21,123.34
				PTEMBER 2023	1,050.34
				PTEMBER 2023	1,632.42
				PTEMBER 2023	1,662.67
				23037	16,628.50
				23040	11,388.60
Check 69952 Total:					65,038.66
69953	QUL1	Quill LLC	8/29/2023		
				34010431	86.39
Check 69953 Total:					86.39
69954	RSC1	Ranchers Supply of Lamar, L	8/29/2023		
				JULY2023	162.30
Check 69954 Total:					162.30
69955	REGENTS	Prevention Research Center fr	8/29/2023		
				US252_132_1	660.00
Check 69955 Total:					660.00
69956	REIF3	Natasha Reifschneider	8/29/2023		
				AUGUST 2023	6,084.00
				July 2023	234.00
Check 69956 Total:					6,318.00
69957	RIM1	Riders' Metal LLP	8/29/2023		
				29456	24.10
Check 69957 Total:					24.10
69958	SALAZ	Celia M. Salazar	8/29/2023		
				AUGUST 2023	4,659.00
				July 2023	180.00
				FY21 OBH	498.75
				FY21 OBH	958.75
Check 69958 Total:					6,296.50

Check	Vendor No	Vendor Name	Date	Invoice No	amount
69959	SOURCE	Source Management, Inc.	8/29/2023	4901186-0	769.19
		Check 69959 Total:			769.19
69960	STR1	Stericycle Inc	8/29/2023	3006588305	156.08
		Check 69960 Total:			156.08
69961	TABBP	PAMELA TABB	8/29/2023	AUGUST 2023	203.87
		Check 69961 Total:			203.87
69962	TST1	Taylor Septic & Plumbing	8/29/2023	3678	187.54
				3691	790.51
				3722	511.41
				3808	350.00
				3831	175.00
				3933	204.50
		Check 69962 Total:			2,218.96
69963	TIN1	Terminix Processing Center	8/29/2023	43611042	72.00
				8153062	77.00
		Check 69963 Total:			149.00
69964	THEHOME	The Home Depot Pro Instituti	8/29/2023	753347335	689.93
				753347343	95.76
				753609015	42.80
				754562015	17.12
				755268687	165.30
				755754793	178.80
				756714879	63.54
				756733366	47.77
				756956934	147.39
		Check 69964 Total:			1,448.41
69965	THESIGN	The Sign Shop	8/29/2023	08212023	42.00
		Check 69965 Total:			42.00
69966	HOL1	Town of Holly	8/29/2023	707000	304.14
		Check 69966 Total:			304.14
69967	VIA1	Viacro Wireless	8/29/2023	556961	160.84
		Check 69967 Total:			160.84
69968	WARDK	Kathy Ward	8/29/2023	Vaqueros Refund	75.00

Check	Vendor No	Vendor Name	Date	Invoice No	amount	
Check 69968 Total:					75.00	
69969	WESTHOFF	Mark Westhoff	8/29/2023	July2023	157.20	
Check 69969 Total:					157.20	
69970	WRE1	WEX BANK	8/29/2023	90855886	163.58	
Check 69970 Total:					163.58	
69971	WHITE	Barbara White	8/29/2023	AUGUST 2023	7,716.00	
					July 2023	296.00
Check 69971 Total:					8,012.00	
69972	WCO	Wiley City Office	8/29/2023	Aug 2023	1,350.00	
Check 69972 Total:					1,350.00	
69973	WINSORN	Nancy Winsor	8/29/2023	AUGUST 2023	7,993.00	
					July2023	308.00
Check 69973 Total:					8,301.00	
Report Total:					198,699.59	

PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$892,663.77 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **August 29, 2023**

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	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ -	324,018.56	86,469.68
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ -	131,700.62	28,352.16
ROAD & BRIDGE FUND	\$ -	62,473.41	15,410.55
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ -	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ -	211.75	56.79
CRMC FUND	\$ -	109,773.62	34,484.61
OPC FUND	\$ -	76,593.88	23,118.14
Totals	\$ -	\$ 704,771.84	\$ 187,891.93

DATE: August 29, 2023

BOCC CHAIRMAN

DATE: August 29, 2023

COMMISSIONER

DATE: August 29, 2023

COMMISSIONER

DATE: August 29, 2023

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	892,663.77
AP + Fringes	\$	187,891.93
Total Pd Certification - Payroll	\$	187,891.93
Total Payroll + Fringes	\$	892,663.77

Ending Check No.	69985
Beginning Check No.	69974

STATE OF COLORADO }
 } SS:
COUNTY OF PROWERS }

Total Number of Checks:	12
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Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01

0010

August 29, 2023

69974-69985

	\$	-	
Payroll	\$	324,018.56	
Fringes	\$	86,469.68	
Total	\$		410,488.24

ARPA - 02

0018

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

ROAD & BRIDGE FUND - 02

0020

2023	\$	-	
Payroll	\$	62,473.41	
Fringes	\$	15,410.55	
Total	\$		77,883.96

FSA (Cafeteria) 552

0552

2023	\$	-	
Total	\$		-

Sheriff's Booking Fees

0675

	\$	-	
Payroll	\$	-	
Total	\$		-

SALES & USE TAX FUND - 03

0900

2023	\$	-	
Total	\$		-

CONSERVATION TRUST FUND - 06

0130

2023	\$	-	
Total	\$		-

CAPITAL FUND - 07

0100

2023	\$	-	
Total	\$		-

OTHER AGENCIES FUND- 08

2023

	\$	-	
Total	\$		-

LODGING TAX - 09

0014

2023	\$	-	
Payroll	\$	211.75	
Fringes	\$	56.79	
Total	\$		268.54

PUBLIC HEALTH AGENCY - 11

0676

2023	\$	-	
Payroll	\$	131,700.62	
Fringes	\$	28,352.16	
Total	\$		160,052.78

CRMC

0016

2023	\$	-	
Payroll	\$	109,773.62	
Fringes	\$	34,484.61	
Total	\$		144,258.23

PC

0017

2023	\$	-	
Payroll	\$	76,593.88	
Fringes	\$	23,118.14	
Total	\$		99,712.02

Paula Gonzales, Finance Director

GRAND TOTAL \$ 892,663.77

Accounts Payable

Computer Check Register

User: paula
 Printed: 08/24/2023 - 3:01PM
 Batch: 00105.08.2023
 Bank Account: FNBGEN

PROWERS COUNTY GOVERNMENT



Check	Vendor No	Vendor Name	Date	Invoice No	amount
69974	AFL1	Aflac	8/29/2023		1,836.81 884.18
Check 69974 Total:					2,720.99
69975	CLN1	Colonial Life & Accident Ins	8/29/2023		313.76 466.83
Check 69975 Total:					780.59
69976	CAI1	Continental American Insuran	8/29/2023		697.85 453.35 67.89
Check 69976 Total:					1,219.09
69977	CHP1	County Health Pool	8/29/2023		4,032.75 96,796.00 1,152.36 925.40 34.04 9,891.00 790.15 68.00 307.70 577.06 960.94
Check 69977 Total:					115,535.40
69978	FSR1	Family Support Registry	8/29/2023		2,454.08
Check 69978 Total:					2,454.08
69979	FSL1	Fidelity Security Life Insuran	8/29/2023		15.57
Check 69979 Total:					15.57
69980	FNB2	Frontier Bank	8/29/2023		42,585.40 42,424.83 42,299.09 9,921.91 9,896.85 23,820.00

Check	Vendor No	Vendor Name	Date	Invoice No	amount
Check 69980 Total:					170,948.08
69981	LEG1	LegalShield	8/29/2023		276.10
Check 69981 Total:					276.10
69982	MTS1	MASA Global Building	8/29/2023		924.00
Check 69982 Total:					924.00
69983	NCA1	Nationwide Retirement Soluti	8/29/2023		170.00
Check 69983 Total:					170.00
69984	PRC5	Prowers Co Treasurer	8/29/2023		929.00
Check 69984 Total:					929.00
69985	WNI1	Washington National Insuranc	8/29/2023		39.50
Check 69985 Total:					39.50
Report Total:					296,012.40

General Ledger
PR Fringe Expense

User: paula
Printed: 8/24/2023 3:04:08 PM
Period 08 - 08
Fiscal Year 2023

PROWERS COUNTY GOVERNMENT



Account Number	Description	Debits
01	County General Fund	
01-01-415100	FICA	1,313.88
01-01-415400	Vision Insurance Premium	26.15
01-01-415500	Health Insurance Premium	2,294.00
01-01-415600	Retirement - County Share	909.77
01-01-415700	Group Life Insurance Premium	15.48
01-02-415500	Wellness Benefit Expense	0.00
01-02-415520	FSA Payouts	0.00
01-02-415700	Retired Life Insurance Premium	0.00
01-04-415100	FICA	0.00
01-04-415400	Vision Insurance Premium	0.00
01-04-415600	Retirement - County Share	0.00
01-04-415700	Group Life Insurance Premium	0.00
01-05-415100	FICA	1,838.29
01-05-415400	Vision Insurance Premium	22.55
01-05-415500	Health Insurance Premium	1,983.61
01-05-415600	Retirement - County Share	1,224.92
01-05-415700	Group Life Insurance Premium	28.49
01-05-415900	Unemployment Insurance	48.99
01-07-415100	FICA	1,514.16
01-07-415400	Vision Insurance Premium	33.27
01-07-415500	Health Insurance Premium	3,803.74
01-07-415600	Retirement - County Share	1,040.40
01-07-415700	Group Life Insurance Premium	34.20
01-07-415900	Unemployment Insurance	29.12
01-08-415100	FICA	249.97
01-08-415400	Vision Insurance Premium	4.28
01-08-415500	Health Insurance Premium	503.26
01-08-415600	Retirement - County Share	202.40
01-08-415700	Group Life Insurance Premium	5.40
01-08-415900	Unemployment Insurance	8.10
01-09-415100	FICA	1,040.49
01-09-415400	Vision Insurance Premium	26.15
01-09-415500	Health Insurance Premium	1,342.00
01-09-415600	Retirement - County Share	689.41
01-09-415700	Group Life Insurance Premium	19.08
01-09-415900	Unemployment Insurance	15.08
01-10-415100	FICA	1,699.36
01-10-415400	Vision Insurance Premium	28.50
01-10-415500	Health Insurance Premium	3,355.00
01-10-415600	Retirement - County Share	1,177.78
01-10-415700	Group Life Insurance Premium	21.60
01-10-415900	Unemployment Insurance	34.61
01-11-415100	FICA	2,220.72
01-11-415400	Vision Insurance Premium	45.60
01-11-415500	Health Insurance Premium	5,368.00
01-11-415600	Retirement - County Share	1,470.71
01-11-415700	Group Life Insurance Premium	57.60
01-11-415900	Unemployment Insurance	58.81
01-13-415100	FICA	10,531.40
01-13-415400	Vision Insurance Premium	174.35
01-13-415500	Health Insurance Premium	18,788.00
01-13-415600	Retirement - County Share	6,825.23
01-13-415700	Group Life Insurance Premium	223.20

Account Number	Description	Debits
01-13-415900	Unemployment Insurance	264.11
01-15-415100	FICA	208.66
01-15-415400	Vision Insurance Premium	5.70
01-15-415500	Health Insurance Premium	1,623.00
01-15-415600	Retirement - County Share	138.92
01-15-415700	Group Life Insurance Premium	7.20
01-16-415100	FICA	165.69
01-16-415600	Retirement - County Share	108.30
01-16-415900	Unemployment Insurance	4.33
01-19-415100	FICA	208.31
01-19-415400	Vision Insurance Premium	0.00
01-19-415500	Health Insurance Premium	0.00
01-19-415600	Retirement - County Share	136.15
01-19-415700	Group Life Insurance Premium	7.20
01-19-415900	Unemployment Insurance	5.45
01-22-415100	FICA	252.34
01-22-415400	Vision Insurance Premium	5.70
01-22-415500	Health Insurance Premium	531.50
01-22-415600	Retirement - County Share	113.53
01-22-415700	Group Life Insurance Premium	7.20
01-22-415900	Unemployment Insurance	7.38
01-25-415100	FICA	2,455.24
01-25-415400	Vision Insurance Premium	51.30
01-25-415500	Health Insurance Premium	4,697.00
01-25-415600	Retirement - County Share	1,627.19
01-25-415700	Group Life Insurance Premium	61.20
01-25-415900	Unemployment Insurance	65.09
01-27-415100	FICA	0.00
01-27-415400	Vision Insurance Premium	0.00
01-27-415600	Retirement - County Share	0.00
01-27-415700	Group Life Insurance Premium	0.00
01-27-415900	Unemployment Insurance	0.00
01-32-415100	FICA	90.50
01-32-415300	Firemans Pension	0.00
01-32-415400	Vision Insurance Premium	0.00
01-32-415500	Health Insurance Premium	0.00
01-32-415600	Retirement - County Share	59.15
01-32-415700	Group Life Insurance Premium	0.00
01-32-415900	Unemployment Insurance	2.37
01-36-415100	FICA	310.65
01-36-415400	Vision Insurance Premium	5.70
01-36-415500	Health Insurance Premium	671.00
01-36-415600	Retirement - County Share	209.91
01-36-415700	Group Life Insurance Premium	7.20
01-36-415900	Unemployment Insurance	8.40
01	County General Fund	86,469.68
02	Road and Bridge Fund	
02-43-415100	FICA	4,619.32
02-43-415400	Vision Insurance Premium	68.40
02-43-415500	Health Insurance Premium	7,381.00
02-43-415600	Retirement - County Share	3,123.66
02-43-415700	Group Life Insurance Premium	93.24
02-43-415900	Unemployment Insurance	124.93
02	Road and Bridge Fund	15,410.55
09	Lodging Tax Fund	
09-34-415100	FICA	15.83
09-34-415400	Vision Insurance Premium	0.25
09-34-415500	Health Insurance Premium	29.39
09-34-415600	Retirement	10.59
09-34-415700	Group Life Insurance Premium	0.31
09-34-415900	Unemployment Insurance	0.42
09	Lodging Tax Fund	56.79
11	Public Health Agency Fund	

Account Number	Description	Debits
11-17-415100	FICA	2,786.76
11-17-415400	Vision Insurance Premium	42.75
11-17-415500	Health Insurance Premium	4,790.92
11-17-415600	Retirement - County Share	1,967.65
11-17-415700	Group Life Insurance Premium	61.20
11-17-415900	Unemployment Insurance	78.72
11-23-415100	FICA	274.64
11-23-415400	Vision Insurance Premium	5.70
11-23-415500	Health Insurance Premium	671.00
11-23-415600	Retirement - County Share	181.05
11-23-415700	Group Life Insurance Premium	7.20
11-23-415900	Unemployment Insurance	7.24
11-26-415100	FICA	569.50
11-26-415400	Vision Insurance Premium	8.55
11-26-415500	Health Insurance Premium	335.52
11-26-415600	Retirement - County Share	292.49
11-26-415700	Group Life Insurance Premium	8.28
11-26-415900	Unemployment Insurance	15.20
11-33-415100	FICA	2,223.50
11-33-415400	Vision Insurance Premium	39.90
11-33-415500	Health Insurance Premium	4,697.00
11-33-415600	Retirement - County Share	1,518.30
11-33-415700	Group Life Insurance Premium	43.20
11-33-415900	Unemployment Insurance	60.72
11-35-415100	FICA	3,446.71
11-35-415400	Vision Insurance Premium	11.40
11-35-415500	Health Insurance Premium	671.00
11-35-415600	Retirement - County Share	2,090.93
11-35-415700	Group Life Insurance Premium	14.40
11-35-415900	Unemployment Insurance	91.12
11-37-415100	FICA	385.31
11-37-415400	Vision Insurance Premium	5.70
11-37-415500	Health Insurance Premium	671.00
11-37-415600	Retirement - County Share	260.00
11-37-415700	Group Life Insurance Premium	7.20
11-37-415900	Unemployment Insurance	10.40
11	Public Health Agency Fund	28,352.16
13	CRMC Fund	
13-46-415100	FICA	8,158.97
13-46-415400	Vision Insurance Premium	188.40
13-46-415500	Health Insurance Premium	20,164.73
13-46-415600	Retirement - County Share	5,488.71
13-46-415700	Group Life Insurance Premium	264.25
13-46-415900	Unemployment Insurance	219.55
13	CRMC Fund	34,484.61
14	OPC Fund	
14-47-415100	FICA	5,615.74
14-47-415400	Vision Insurance Premium	125.10
14-47-415500	Health Insurance Premium	13,385.27
14-47-415600	Retirement - County Share	3,684.25
14-47-415700	Group Life Insurance Premium	158.03
14-47-415900	Unemployment Insurance	149.75
14	OPC Fund	23,118.14
Grand Total		187,891.93
Expense Total		187,891.93

General Ledger
PR Expense

User: paula
Printed: 8/24/2023 3:03:42 PM
Period 08 - 08
Fiscal Year 2023

PROWERS COUNTY GOVERNMENT



Account Number	Description	Debits
01	County General Fund	
01-01-411100	Salaries	18,195.17
01-04-411100	Salaries	0.00
01-05-411100	Salaries	6,916.67
01-05-411200	Salary - Permanent	17,581.66
01-07-411100	Salaries	6,248.17
01-07-411200	Salary - Permanent	14,559.93
01-08-411200	Salary - Permanent	4,048.00
01-08-412000	Salary - Overtime	0.00
01-09-411100	Salaries	6,248.17
01-09-411200	Salary - Permanent	7,540.00
01-10-411100	Salaries	6,248.17
01-10-411200	Salary - Permanent	17,307.32
01-11-410280	Maint. & Facilities Director	5,167.06
01-11-411100	Building Supervisors	3,639.99
01-11-411200	Salary - Permanent	19,066.62
01-11-412000	Salary - Overtime	1,540.50
01-13-411100	Salaries	8,372.75
01-13-411200	Salary - Permanent	36,296.76
01-13-411210	Salary - Permanent - Jail	62,598.44
01-13-411220	Salary - Weekend Court	3,724.80
01-13-411500	Salary-Jail Training Bkng Fees	0.00
01-13-411600	Salary - Adult Transport	1,209.75
01-13-411700	Salary - Juvenile Transport	0.00
01-13-411800	Jail Nursing Service	350.00
01-13-411900	Salary - CH Security Grant	7,630.00
01-13-411901	Courthouse Security Overtime	985.50
01-13-411910	Holly Patrol - Salary	0.00
01-13-411920	Salary - JBBS	8,846.00
01-13-411930	Salary - Zoom	3,915.10
01-13-412000	Salary - Overtime	3,718.41
01-13-412100	Salary - Overtime - Jail	2,776.66
01-13-413100	Salary - Training	0.00
01-15-411100	Salaries	2,778.33
01-16-411100	Salaries	2,165.88
01-19-411200	Salary - Permanent	2,723.07
01-22-411100	Salaries	2,270.67
01-22-411200	Salary - Permanent	1,192.00
01-22-411400	Salary - Seasonal/Temporary	232.05
01-25-411100	Salaries	6,631.20
01-25-411200	Salary - Permanent	24,294.54
01-25-412000	Salary - Overtime	1,618.04
01-27-411200	Salary - Lamar Cntr Custodial	0.00
01-32-411300	Salary - PT Fire Chief	1,183.05
01-36-411100	Salary - Administrator	4,198.13
01	County General Fund	324,018.56
02	Road and Bridge Fund	
02-43-411100	Salary - Supervisor	7,143.07
02-43-411200	Salary - Permanent	55,330.34
02	Road and Bridge Fund	62,473.41
09	Lodging Tax Fund	
09-34-411200	Salaries	211.75

Account Number	Description	Debits
09	Lodging Tax Fund	211.75
11	Public Health Agency Fund	
11-17-411100	Salary-Public Health Director	9,004.66
11-17-411200	Salary - Permanent	30,348.41
11-23-411300	Salary - Registrar	3,620.93
11-26-411100	Salary - Supervisor, RN	2,795.16
11-26-411200	Salary - Permanent	4,802.53
11-33-411100	Salary - Supervisor	5,720.00
11-33-411200	Salary - Permanent	24,646.17
11-35-411100	Salary - Supervisor	28,438.69
11-35-411200	Salary - Permanent	17,124.07
11-37-411100	Salary - Manager	5,200.00
11-37-411200	Salary - Permanent	0.00
11	Public Health Agency Fund	131,700.62
13	CRMC Fund	
13-46-411100	Salary - Operations Manager	5,250.00
13-46-411200	Salary - Supervisors	11,431.82
13-46-411300	Salary - Processing Techs	93,091.80
13-46-411500	Incentives	0.00
13	CRMC Fund	109,773.62
14	OPC Fund	
14-47-411100	Salary - Program Manager	3,000.00
14-47-411200	Salary - Supervisors	7,707.96
14-47-411300	Salary - Permanent	48,918.51
14-47-411400	Salary- Quality Assur. Analyst	7,838.72
14-47-411500	Salary - Front Desk Tech	2,773.33
14-47-411600	Salary - Lead Technicians	6,355.36
14	OPC Fund	76,593.88
Grand Total		704,771.84
Expense Total		704,771.84

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

PAYROLL TYPE DHS:	DATE	CHECK NUMBERS	AMOUNT
SALARY	08/29/23	100725-100767	97,725.00
FRINGE	08/29/23	66886-66899	80,182.13
OPERATING	08/29/23	66882-66885	5,430.33
AID DEPEND. CHILD:	Jul-23	EBT	31,779.79
CHILD CARE:	Jul-23	EBT	10,491.03
AID NEEDY DISABLED:	Jul-23	EBT	11,314.36
CHILD WELFARE:	Jul-23	EBT	30,923.39
LEAP:	Jul-23	EBT	
OAP:	Jul-23	EBT	24,837.23
WORK PROGRAM	Jul-23	EBT	299.57
FOOD ASSISTANCE:	Jul-23	EBT	533,997.95
WHC:			
SALARY	08/29/23	54558-54575	29,275.01
FRINGE	08/29/23	8573-8583	21,139.85
OPERATING			
COUNTY OF PROWERS) I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT EBT AUTHORIZATIONS IN THE AMOUNT OF \$643,643.32 HAVE BEEN APPROVED. OTHER PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$233,752.32 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND. August 29, 2023 GRAND TOTAL \$ 877,395.64			

DATE	CHAIRMAN	
DATE	COMMISSIONER	
DATE	COMMISSIONER	

8/24/23 *[Signature]*
 DATE DIRECTOR

BALANCE AS OF 8/24/23 \$1,306,848.87

HOTLINE COUNTY CONNECTION CENTER
PAYROLL CERTIFICATION
MONTH: AUGUST 2023

PAYROLL TYPE

DATE

CHECK NUMBERS

AMOUNT

H3C
SALARY
FRINGE
OPERATING

08/29/23
08/29/23
08/29/23

31128-31155
3823-3833
3822

66,938.60
48,158.33
98.89

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 \$117,195.82 ARE APPROVED TO BE PAID FROM THE
HOTLINE COUNTY CONNECTION CENTER.

August 29, 2023 GRAND TOTAL \$ 117,195.82

DATE CHAIRMAN
DATE COMMISSIONER
DATE COMMISSIONER

8/24/23
DATE
DIRECTOR

\$592,790.70
BALANCE AS OF 8/24/23

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: August 29, 2023

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

Prepared by:
Mindy Maestas

SALARY	<u>100725-100767</u>	<u>97,725.00</u>
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FRINGE	<u>66886-66899</u>	<u>80,182.13</u>
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OPERATING	<u>66882-66885</u>	<u>5,430.33</u>
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WHC SALARY	<u>54558-54575</u>	<u>29,275.01</u>
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WHC FRINGE	<u>8573-8583</u>	<u>21,139.85</u>
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WHC OPERATING	<u></u>	<u></u>
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TOTAL: \$	<u>233,752.32</u>
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Information Only

VOIDED CHECKS #'s:



Larie Mireles, Director

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: August 29, 2023

HOTLINE COUNTY CONNECTION CENTER FUND

Prepared by:
Mindy Maestas

H3C SALARY	<u>31128-31155</u>	<u>68,938.60</u>
H3C FRINGE	<u>3823-3833</u>	<u>48,158.33</u>
H3C OPERATING	<u>3822</u>	<u>98.89</u>

TOTAL: \$ 117,195.82

Information Only

VOIDED CHECKS #'s: 3814



Lanie Mireles, Director

PROWERS COUNTY DEPT. OF SOCIAL SERVICES

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: FRINGE	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AP 8.24.23 AFLAC INS	AFLAC	08/24/23		\$889.65
			INVOICE AP 8.24.23 TOTAL:	<u>\$889.65</u>
AP 8.24.23 CAI	CONTINENTAL AMERICAN INSURANCE	08/24/23		\$237.56
			INVOICE AP 8.24.23 TOTAL:	<u>\$237.56</u>
AP 8.24.23 HEALTH INSURANCE LIFE INSURANCE DENTAL INSURANCE VISION INSURANCE	CHP	08/24/23		\$21,122.00
				\$655.40
				\$1,216.75
				\$300.05
			INVOICE AP 8.24.23 TOTAL:	<u>\$23,294.20</u>
AP 8.24.23 COLONIAL INS BCN E3400793	COLONIAL LIFE	08/24/23		\$286.40
			INVOICE AP 8.24.23 TOTAL:	<u>\$286.40</u>
AP 8.24.23 HSA	COMMUNITY STATE BANK	08/24/23		\$1,000.00
			INVOICE AP 8.24.23 TOTAL:	<u>\$1,000.00</u>
AP 8.24.23 STATE TAX	COLORADO DEPT OF REVENUE	08/24/23		\$5,007.00
			INVOICE AP 8.24.23 TOTAL:	<u>\$5,007.00</u>
AP 8.24.23 RETIREMENT	CRA	08/24/23		\$14,112.88
			INVOICE AP 8.24.23 TOTAL:	<u>\$14,112.88</u>
AP 8.24.23 FSA	PROWERS COUNTY FSA	08/24/23		\$535.00
			INVOICE AP 8.24.23 TOTAL:	<u>\$535.00</u>
AP 8.24.23 CRA	CRA	08/24/23		\$352.24
			INVOICE AP 8.24.23 TOTAL:	<u>\$352.24</u>
AP 8.24.23 FICA & MED	FRONTIER BANK	08/24/23		\$29,473.51
			INVOICE AP 8.24.23 TOTAL:	<u>\$29,473.51</u>
AP 8.24.23 LEGAL SERVICES	LEGAL SERVICES, INC.	08/24/23		\$53.80
			INVOICE AP 8.24.23 TOTAL:	<u>\$53.80</u>

AP.8.24.23
INTERNAL PLAN ID 0025497-001
N.A.C.O. Clearing Account
08/24/23

AP.8.24.2023
LOAN REPAYMENT
CRA
08/24/23

AP.8.24.23
MEDICAL TRANSPORTATION
MASA MTS
08/24/23

INVOICE AP.8.24.23 TOTAL: \$53.80

INVOICE AP.8.24.23 TOTAL: \$20.00

INVOICE AP.8.24.2023 TOTAL: \$4,807.89

\$112.00

INVOICE AP.8.24.23 TOTAL: \$112.00

EXPENSE ACCOUNT 202.1000 TOTAL: \$80,182.13

EXPENSE ACCOUNT: CHILD WELFARE

AD.8.23.23
TIMECLOCK
AXIOM HUMAN RESOURCE SOLUTION
08/23/23

AD.8.23.23
EMAIL
PROWERS CO BRD OF COMMISSIONER
08/23/23

INVOICE AD.8.23.23 TOTAL: \$3.19

INVOICE AD.8.23.23 TOTAL: \$34.70

EXPENSE ACCOUNT 444.1210 TOTAL: \$37.89

EXPENSE ACCOUNT: CHILD WELFARE 100%

AD.8.23.23
TIMECLOCK
AXIOM HUMAN RESOURCE SOLUTION
08/23/23

AD.8.23.23
EMAIL
PROWERS CO BRD OF COMMISSIONER
08/23/23

AD.8.23.23
AUTO SUPPLIES
WASH SPOTT COMPANY
08/23/23

INVOICE AD.8.23.23 TOTAL: \$6.38

INVOICE AD.8.23.23 TOTAL: \$69.40

INVOICE AD.8.23.23 TOTAL: \$16.00

EXPENSE ACCOUNT 444.1220 TOTAL: \$91.78

EXPENSE ACCOUNT: NEW CASE WORKER

AD.8.23.23
TIMECLOCK
AXIOM HUMAN RESOURCE SOLUTION
08/23/23

AD.8.23.23
EMAIL
PROWERS CO BRD OF COMMISSIONER
08/23/23

INVOICE AD.8.23.23 TOTAL: \$3.19

INVOICE AD.8.23.23 TOTAL: \$34.70

EXPENSE ACCOUNT 444.1579 TOTAL: \$37.89

EXPENSE ACCOUNT: CORE

AD.8.23.23
AXIOM HUMAN RESOURCE SOLUTION
08/23/23

TIMECLOCK

AD 8.23.23
EMAIL
PROWERS CO BRD OF COMMISSIONER 08/23/23

INVOICE AD 8.23.23 TOTAL:	\$9.57
INVOICE AD 8.23.23 TOTAL:	\$104.10
EXPENSE ACCOUNT 444.1700 TOTAL:	\$113.67

EXPENSE ACCOUNT: CORE 100%

AD 8.23.23
TIMECLOCK
AXIOM HUMAN RESOURCE SOLUTION 08/23/23

AD 8.23.23
EMAIL
PROWERS CO BRD OF COMMISSIONER 08/23/23

INVOICE AD 8.23.23 TOTAL:	\$3.19
INVOICE AD 8.23.23 TOTAL:	\$34.70
EXPENSE ACCOUNT 444.1800 TOTAL:	\$37.89

EXPENSE ACCOUNT: CHILD CARE

AD 8.23.23
TIMECLOCK
AXIOM HUMAN RESOURCE SOLUTION 08/23/23

AD 8.23.23
EMAIL
PROWERS CO BRD OF COMMISSIONER 08/23/23

INVOICE AD 8.23.23 TOTAL:	\$3.19
INVOICE AD 8.23.23 TOTAL:	\$34.70
EXPENSE ACCOUNT 444.2300 TOTAL:	\$37.89

EXPENSE ACCOUNT: TANF

AD 8.23.23
TIMECLOCK
AXIOM HUMAN RESOURCE SOLUTION 08/23/23

AD 8.23.23
EMAIL
PROWERS CO BRD OF COMMISSIONER 08/23/23

INVOICE AD 8.23.23 TOTAL:	\$9.57
INVOICE AD 8.23.23 TOTAL:	\$104.10
EXPENSE ACCOUNT 444.4200 TOTAL:	\$113.67

EXPENSE ACCOUNT: FS FRAUD

AD 8.23.23
TIMECLOCK
AXIOM HUMAN RESOURCE SOLUTION 08/23/23

AD 8.23.23
EMAIL
PROWERS CO BRD OF COMMISSIONER 08/23/23

INVOICE AD 8.23.23 TOTAL:	\$3.19
INVOICE AD 8.23.23 TOTAL:	\$34.70
EXPENSE ACCOUNT 444.4400 TOTAL:	\$37.89

EXPENSE ACCOUNT: ARPA SECURITY GRANT

AD.8.23.23
SECURITY SERVICE
GREAT PLAINS SECURITY
08/23/23

INVOICE AD.8.23.23 TOTAL: \$3,912.50
EXPENSE ACCOUNT 444.5400 TOTAL: \$3,912.50

EXPENSE ACCOUNT: EMPLOYMENT FIRST

AD.8.23.23
TIMECLOCK
AXIOM HUMAN RESOURCE SOLUTION
08/23/23

INVOICE AD.8.23.23 TOTAL: \$6.38

AD.8.23.23
EMAIL
PROWERS CO BRD OF COMMISSIONER
08/23/23

INVOICE AD.8.23.23 TOTAL: \$34.70

EXPENSE ACCOUNT: ADMIN

AD.8.23.23
TIMECLOCK
AXIOM HUMAN RESOURCE SOLUTION
08/23/23

EXPENSE ACCOUNT 444.6300 TOTAL: \$41.08

AD.8.23.23
TIMECLOCK
TIMECLOCK
TIMECLOCK

INVOICE AD.8.23.23 TOTAL: \$44.66
\$12.76
\$12.76
\$19.14

AD.8.23.23
EMAIL
PROWERS CO BRD OF COMMISSIONER
08/23/23

INVOICE AD.8.23.23 TOTAL: \$582.51
\$208.20
\$104.10
\$225.55
\$537.85

EXPENSE ACCOUNT: ADULT PROTECTION

AD.8.23.23
TIMECLOCK
AXIOM HUMAN RESOURCE SOLUTION
08/23/23

INVOICE AD.8.23.23 TOTAL: \$3.19

AD.8.23.23
EMAIL
PROWERS CO BRD OF COMMISSIONER
08/23/23

INVOICE AD.8.23.23 TOTAL: \$34.70

EXPENSE ACCOUNT: CHILD SUPPORT

AD.8.23.23
TIMECLOCK
AXIOM HUMAN RESOURCE SOLUTION
08/23/23

INVOICE AD.8.23.23 TOTAL: \$15.95

AD.8.23.23
EMAIL
PROWERS CO BRD OF COMMISSIONER
08/23/23

INVOICE AD.8.23.23 TOTAL: \$173.50

EXPENSE ACCOUNT 444.8000 TOTAL: \$189.45

EXPENSE ACCOUNT: WHC

AD 8.23.23	AXIOM HUMAN RESOURCE SOLUTION	08/23/23
TIMECLOCK		
AD 8.23.23	PROWERS CO BRD OF COMMISSIONER	08/23/23
WHC - EMAIL		

INVOICE AD 8.23.23 TOTAL: \$51.04

INVOICE AD 8.23.23 TOTAL: \$69.40

EXPENSE ACCOUNT 444.9005 TOTAL: \$120.44

EXPENSE ACCOUNT: FATHERHOOD

AD 8.23.23	AXIOM HUMAN RESOURCE SOLUTION	08/23/23
TIMECLOCK		
AD 8.23.23	PROWERS CO BRD OF COMMISSIONER	08/23/23
EMAIL		

INVOICE AD 8.23.23 TOTAL: \$3.19

INVOICE AD 8.23.23 TOTAL: \$34.70

EXPENSE ACCOUNT 444.9086 TOTAL: \$37.89

REPORT TOTAL: \$85,612.46

Welcome Home Center

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: FRINGE	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AP 8.24.23 AFLAC INSURANCE	AFLAC	08/24/23	INVOICE AP 8.24.23 TOTAL:	\$408.83
AP 8.24.23 CONTINENTAL AMERICAN CAI	CONTINENTAL AMERICAN	08/24/23	INVOICE AP 8.24.23 TOTAL:	\$161.86
AP 8.24.23 HEALTH INSURANCE LIFE INSURANCE DENTAL INSURANCE VISION INSURANCE	CHP	08/24/23	INVOICE AP 8.24.23 TOTAL:	\$5,952.00 \$208.84 \$303.35 \$69.40
AP 8.24.23 STATE TAX	COLORADO DEPART OF REVENUE	08/24/23	INVOICE AP 8.24.23 TOTAL:	\$6,533.59
AP 8.24.23 RETIREMENT	CRA	08/24/23	INVOICE AP 8.24.23 TOTAL:	\$1,411.00
AP 8.24.23 FSA	PROWERS COUNTY FSA	08/24/23	INVOICE AP 8.24.23 TOTAL:	\$3,882.86
AP 8.24.23 FICA & MEDICARE	FRONTIER BANK	08/24/23	INVOICE AP 8.24.23 TOTAL:	\$200.00
AP 8.24.23 INTERNAL PLAN ID 0025497-001	NACO Clearing Account	08/24/23	INVOICE AP 8.24.23 TOTAL:	\$7,397.93
AP 8.24.2023 LOAN REPAYMENT	CRA	08/24/23	INVOICE AP 8.24.23 TOTAL:	\$10.00
AP 8.24.23 MEDICAL TRANSPORTATION	MASA MTS	08/24/23	INVOICE AP 8.24.2023 TOTAL:	\$1,004.88
AP 8.24.23 LEGAL SERVICES	LEGAL SERVICES, INC	08/24/23	INVOICE AP 8.24.23 TOTAL:	\$95.00
			INVOICE AP 8.24.23 TOTAL:	\$33.90
			EXPENSE ACCOUNT 202.1000 TOTAL:	\$33.90
			REPORT TOTAL:	\$21,139.85

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: 22100	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AP.8.24.23 AFLAC	AFLAC	08/24/23		\$64.26
INVOICE AP.8.24.23 TOTAL:				\$64.26
AP.8.24.23 CAIC	CONTINENTAL AMERICAN	08/24/23		\$61.93
INVOICE AP.8.24.23 TOTAL:				\$61.93
AP.8.24.23 HEALTH INSURANCE SUPPLEMENTAL LIFE DENTAL INSURANCE VISION INSURANCE DEPENDENT LIFE	CHP	08/24/23		\$780.00 \$44.30 \$322.85 \$36.20 \$0.92
INVOICE AP.8.24.23 TOTAL:				\$1,184.27
AP.8.24.23 STATE TAX	COLO DEPT OF REVENUE	08/24/23		\$3,323.00
INVOICE AP.8.24.23 TOTAL:				\$3,323.00
AP.8.24.23 CRA	CRA	08/24/23		\$4,592.00
INVOICE AP.8.24.23 TOTAL:				\$4,592.00
AP.8.24.23 FSA	PROWERS COUNTY FSA	08/24/23		\$20.00
INVOICE AP.8.24.23 TOTAL:				\$20.00
AP.8.24.23 FICA/MEDI/FED	FRONTIER BANK	08/24/23		\$20,083.52
INVOICE AP.8.24.23 TOTAL:				\$20,083.52
AP.8.24.2023 LOAN REPAYMENT	CRA	08/24/23		\$178.77
INVOICE AP.8.24.2023 TOTAL:				\$178.77
AP.8.24.23 MEDICAL TRANSPORTATION	MASA MTS	08/24/23		\$28.00
INVOICE AP.8.24.23 TOTAL:				\$28.00
AP.8.24.23 REMITTANCE ID# 14276182	FAMILY SUPPORT REGISTRY	08/24/23		\$249.00
INVOICE AP.8.24.23 TOTAL:				\$249.00
AP.8.24.23 2015CR99	PROWERS COMBINED COURTS	08/24/23		\$50.00

EXPENSE ACCOUNT: 41540

AP 8.24.23
VISION INSURANCE PREMIUM

CHP

08/24/23

INVOICE AP 8.24.23 TOTAL: \$50.00
EXPENSE ACCOUNT 22100 TOTAL: \$29,834.75

EXPENSE ACCOUNT: 41550

AP 8.24.23
HEALTH INSURANCE PREMIUM

CHP

08/24/23

INVOICE AP 8.24.23 TOTAL: \$119.70
EXPENSE ACCOUNT 41540 TOTAL: \$119.70

EXPENSE ACCOUNT: 41560

AP 8.24.23
CRA

CRA

08/24/23

INVOICE AP 8.24.23 TOTAL: \$13,420.00
EXPENSE ACCOUNT 41550 TOTAL: \$13,420.00

EXPENSE ACCOUNT: 41570

AP 8.24.23
LIFE INSURANCE PREMIUM

CHP

08/24/23

INVOICE AP 8.24.23 TOTAL: \$4,592.00
EXPENSE ACCOUNT 41560 TOTAL: \$4,592.00

EXPENSE ACCOUNT: 42240

AD 8.23.23
TIMECLOCK

AXIOM HUMAN RESOURCE

08/23/23

INVOICE AP 8.24.23 TOTAL: \$191.88
EXPENSE ACCOUNT 41570 TOTAL: \$191.88

INVOICE AD 8.23.23 TOTAL: \$98.89
EXPENSE ACCOUNT 42240 TOTAL: \$98.89
REPORT TOTAL: \$48,257.22

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 8-29-2023

Submitter: Michelle Hiigel, Land Use Department

Submitted to the County Administration Office on: 8-9-2023

Return Originals to: Jana Coen, County Admin, and Michelle Hiigel

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit No. 957 for Tri-State Generation and Transmission Association, Inc., installing a 230 KV electrical transmission line crossing over multiple Prowers County roads.

Justification or Background:

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

County: \$_____

Federal: \$_____

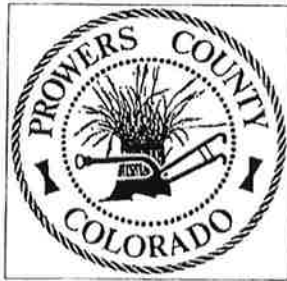
State: \$_____

Other: \$_____

Approved by the County Attorney on:

Additional Approvals (if required):

PERMIT NUMBER 957



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

PERMITTEE'S NAME: Tri-State Generation and Transmission Association, Inc. **DATE:** _____
ADDRESS: 1100 W. 116th Avenue Westminster, CO 80234

Your request for permission to install a An aerial 230 kV electrical transmission line crossing over multiple Prowers County roads.

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

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

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

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

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

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable. The terms and provisions of Resolution No. 2010-12 are incorporated herein by reference.

SPECIAL PROVISIONS:

Notwithstanding language above regarding below surface installation, the permit relates to an aerial transmission line crossing.

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

Permit Number

957

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

This work shall be completed within 365 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

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

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

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

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

PROWERS COUNTY, COLORADO

By



Road & Bridge Supervisor

(Date)

PROWERS COUNTY, COLORADO

By

Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein. There is a penalty fee of \$500 if work is done before obtaining this Permit. If Prowers County is required to incur any costs such as gravel, asphalt, barricades, signs, lighting, settling or other roadwork or repair, the Permittee will reimburse Prowers County for these costs at current rates.

DocuSigned by:


PERMITTEE Signature: H. Steven Gray, Senior Manager, Land Rights and Permitting

DATE:

8/8/2023

 Please attach a work sketch of proposed installation.

RESOLUTION NO. 2010-12

PERMIT/ PENALTY FEE SCHEDULE UNDERGROUND AND UTILITY PERMIT

The Board of Commissioners of Prowers County, Colorado hereby adopts the following amended Permit/Penalty Fee Schedule, Resolution Nos. 2001-07, 2001-09 and 2005-02, and 2006-15 which will be effective the date hereinafter set forth, to cover administrative and other costs of the County permitting process. This Schedule may be amended or modified by the Board of Commissioners from time to time as is deemed necessary.

1. PERMIT FORM: The attached form of Underground and Utility Permit shall be obtained prior to commencement of any work. Said Permit shall be initially approved by the Road and Bridge Supervisor, and then submitted to the Board of Commissioners for final approval.
2. ROAD CUTS/BORE: The minimum fee for any crossroad cut, bore or other opening will be Seventy Dollars (\$70.00) per cut/bore plus a Fifty Dollar (\$50.00) Permit Fee. More than one crossroad cut/bore within the same county road may be included within a single Permit with an additional charge of Seventy Dollars (\$70.00) for each additional cut/bore. This in effect will be a One Hundred and Twenty Dollar (\$120.00) minimum charge.
3. LONGITUDINAL USE: Longitudinal cuts, or the underground use of the County's road right-of-way without a crossroad cut of the road surface, will be charged according to the following fee schedule. These charges will be in addition to any fees for any crossroad cut(s) of the road surface, although the entire project will be subject to only one permit fee.
 - a. 0 –300 feet in length – Seventy Dollars (\$70.00) plus a Fifty Dollar (\$50.00) Permit fee. This in effect will be a One Hundred and Twenty Dollar (\$120.00) minimum charge.
 - b. Additional fees for 301 feet and over in length – If the installation is beyond 300 feet, there will be an additional charge of Ten Cents (\$.10) per linear foot for every foot over 300 feet.
4. UTILITY POLES/ AERIAL CABLE PLACEMENT: A One Hundred Dollar (\$100.00) permit fee will be required per overhead road crossing. Placement of poles and the associated overhead cable in a roadway right-of-way will be charged at the rate of One Hundred Dollars (\$100.00) per mile.

RESOLUTION NO. 2010-
Continued

PERMIT/ PENALTY FEE SCHEDULE
UNDERGROUND AND UTILITY PERMIT

5. PENALTY PERMIT: A Penalty Permit shall be issued to any Permittee commencing work prior to obtaining a Permit. The fee for this permit shall be the forgoing fees plus a penalty of Five Hundred Dollars (\$500.00). Said penalty fee may be waived by the Board of Commissioners for emergency work or other good cause in the Board's discretion.
6. ADDITIONAL COSTS: If Prowers County is required to incur any costs such as gravel, asphalt, barricades, signs, lighting, settling or other roadwork or repair, the Permittee will reimburse Prowers County for these costs at current rates. In the event of any litigation, Prowers County will be entitled to recover its reasonable attorney fees and costs, and venue shall be exclusively in the Prowers County, Colorado District Court. The Permittee and any contractor employed by Permittee shall be jointly and severally liable for all fees and costs.
7. WAIVER: The Board of Commissioners may waive all or a part of said fees for good cause as determined by the Board in its discretion.

Approved and signed this 27th day of May, 2010.



Joe Marble, Chairman




Henry Schnabel, Commissioner

Absent

Gene Millbrand, Commissioner

ATTEST:



Jana Coen
County Clerk

Tri-State Generation and
Transmission
CR 13
Line Crossing

- Structures - Engineer
- Transmission Line - Engineer
- Street
- County Boundary



Updated By: Katsel
Updated: 7/31/2023

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Tri-State Generation and
Transmission
CR 16
Line Crossing

- Structures - Engineer
- Transmission Line - Engineer
- Street
- County Boundary



Updated By: katsel
Updated: 8/1/2023

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Tri-State Generation and
Transmission
CR 18
Line Crossing

- Structures - Engineer
- Transmission Line - Engineer
- Street
- County Boundary



0 125 250 500 Feet

Updated By: kaisel
Updated: 8/1/2023



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Tri-State Generation and
Transmission
CR 19
Line Crossing

- Structures - Engineer
- Transmission Line - Engineer
- Street
- County Boundary



Updated By: kalsel

Updated: 8/1/2023

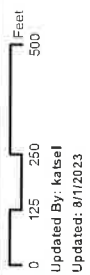


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Tri-State Generation and
Transmission
CR 21
Line Crossing

- Structures - Engineer
- Transmission Line - Engineer
- Street
- County Boundary



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Tri-State Generation and
Transmission

CR 22

Line Crossing

- Structures - Engineer
- Transmission Line - Engineer
- Street
- County Boundary



0 125 250 500 Feet

Updated By: kalsel
Updated: 8/2/2023



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Tri-State Generation and
Transmission

CR 23

Line Crossing

Structures - Engineer

Transmission Line - Engineer

Street

County Boundary



0 125 250 500 Feet

Updated By: katsel

Updated: 8/2/2023



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Tri-State Generation and
Transmission

CR 27
Line Crossing

- Structures - Engineer
- Transmission Line - Engineer
- Street
- County Boundary



Updated By: katesel
Updated: 8/22/2023



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Tri-State Generation and
Transmission

CR 29.5

Line Crossing

- Structures - Engineer
- Transmission Line - Engineer
- Street
- County Boundary



0 125 250 500 Feet

Updated By: katesel

Updated: 8/2/2023



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Tri-State Generation and
Transmission
CR SS
Line Crossing

- Structures - Engineer
- Transmission Line - Engineer
- Street
- County Boundary



Updated By: katsel
Updated: 8/1/2023

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Tri-State Generation and
Transmission
CR SS
Line Crossing

- Structures - Engineer
- Transmission Line - Engineer
- Street
- ▭ County Boundary

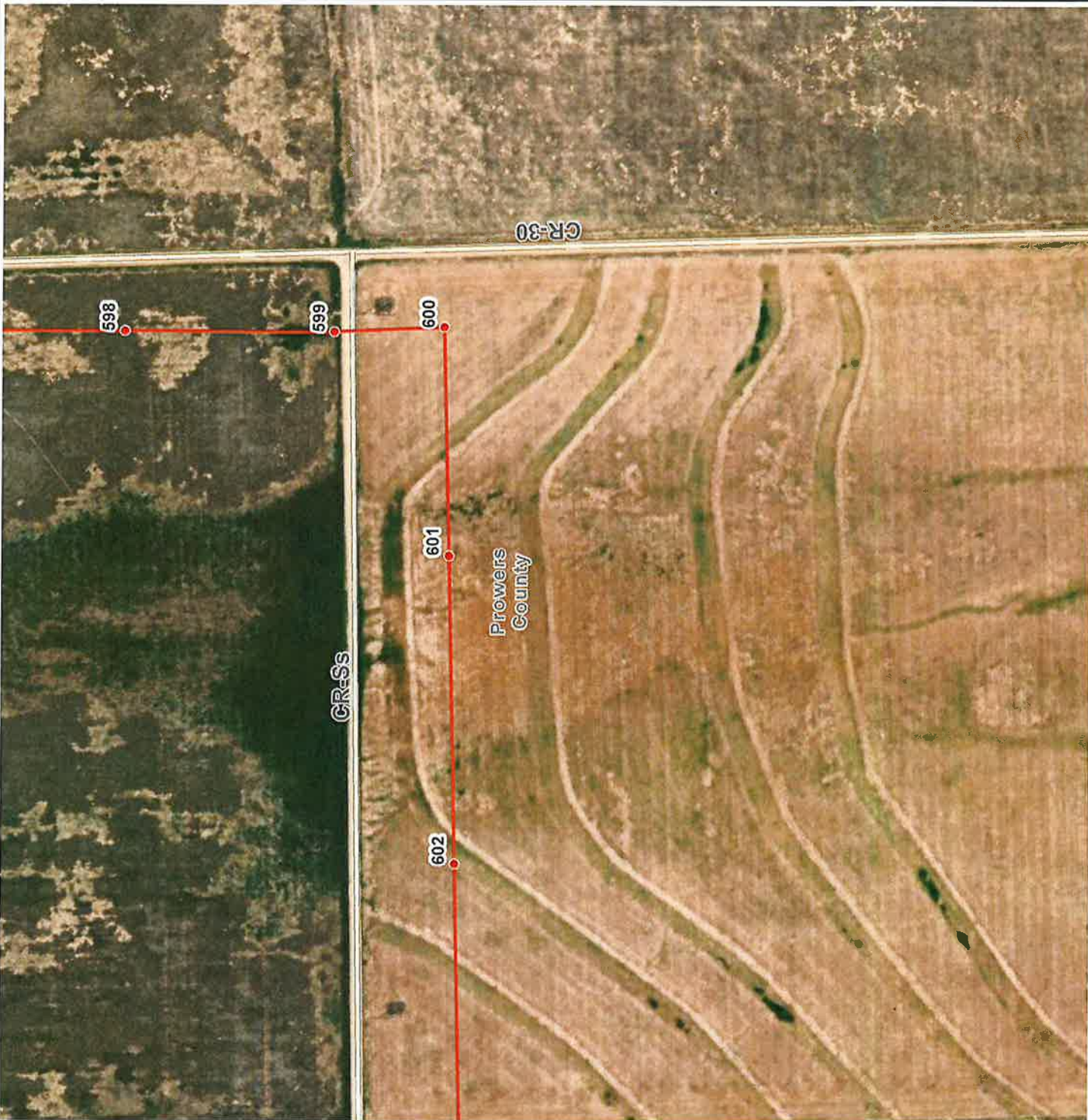


0 125 250 500 Feet

Updated By: katsel
Updated: 8/2/2023

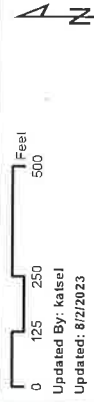


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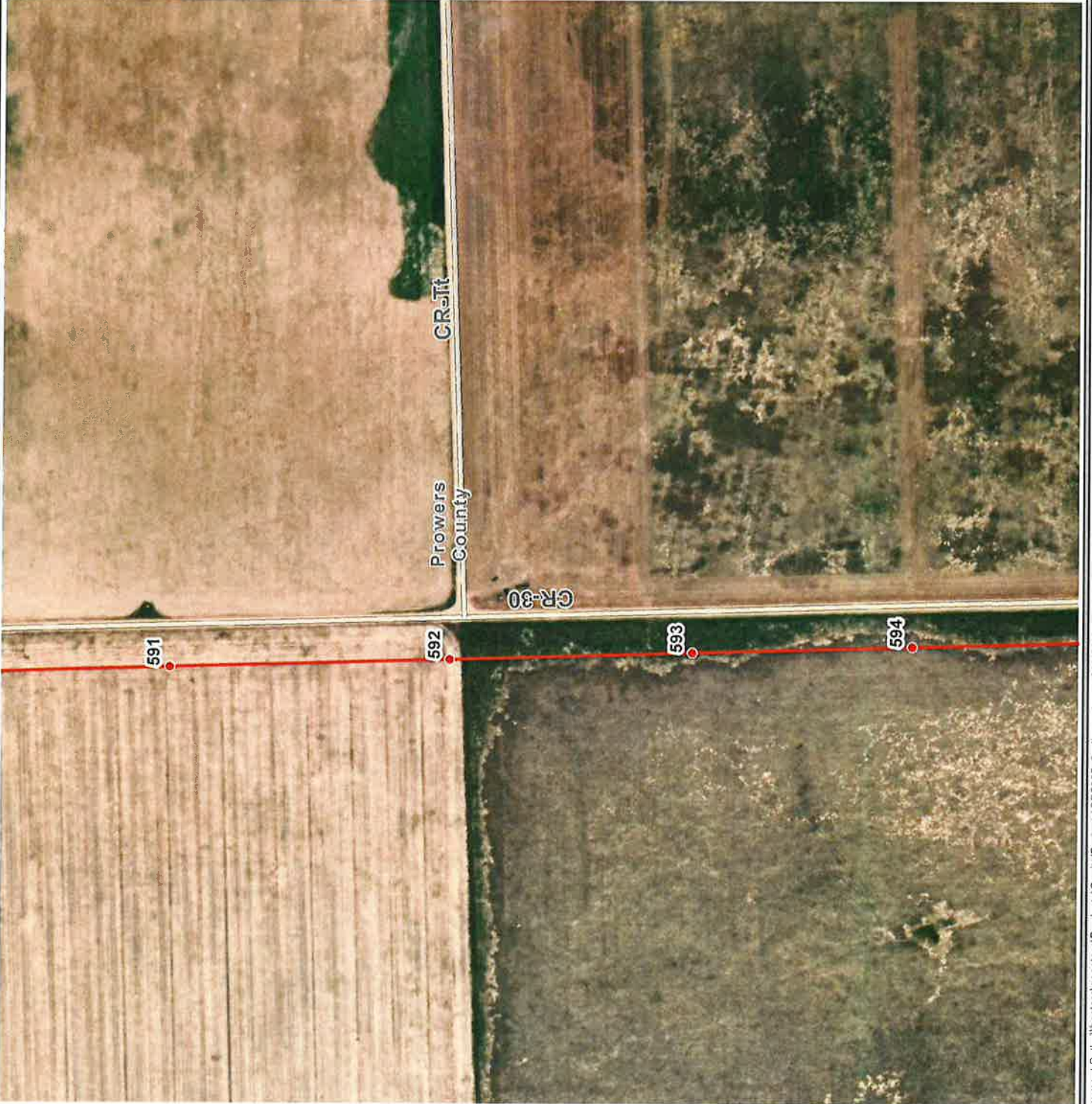
Tri-State Generation and
Transmission
CR TT
Line Crossing

- Structures - Engineer
- Transmission Line - Engineer
- Street
- County Boundary



Updated By: kalsel
Updated: 8/2/2023

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Tri-State Generation and
Transmission
CR VV
Line Crossing

- Structures - Engineer
- Transmission Line - Engineer
- Street
- County Boundary



0 125 250 500 Feet

Updated By: kalsel
Updated: 8/2/2023



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Tri-State Generation and
Transmission
CR WW
Line Crossing

- Structures - Engineer
- Transmission Line - Engineer
- Street
- County Boundary



0 125 250 500 Feet

Updated By: kalsel
Updated: 8/2/2023



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PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/29/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 8/22/23

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

“Consider approval of Proclamation for Child Support Awareness Month.”

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!

**THE PROWERS COUNTY
BOARD OF COMMISSIONERS**

**PROCLAMATION
FOR
CHILD SUPPORT AWARENESS MONTH**

WHEREAS, emotional and financial support from Colorado parents is an important component of child success; and

WHEREAS, children can also receive support from caregivers, which helps play a foundational role in supporting the health and wellbeing of the child; and

WHEREAS, the support of parents, extended families, caregivers, and the community helps children grow into health, productive adults; and

WHEREAS, Prowers County is committed to promoting the health and well-being of all of its children by providing a variety of family-centered child support services to help ensure that parents pay child support on a regular and timely basis; and

WHEREAS, the payment of child support contributes to improved educational attainment for children, and reduced reliance on public assistance programs; and

WHEREAS, this month we salute those parents who support their children and honor the 5 child support professionals who collected more than \$1.75 million for families across the state in 2022; and

WHEREAS, Prowers County wishes to educate families about the availability of child support services and to continuously enhance the services that it provides with innovative initiatives aimed at meeting the needs of all family members;

THEREFORE, we, the Prowers County Commissioners, do hereby proclaim August 2023 as

CHILD SUPPORT AWARENESS MONTH

Done this _____ day of _____, 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

Ron Cook
Chairman

Wendy Buxton-Andrade
Vice Chair

Tom Grasmick

ATTEST:

Jana Coen, Clerk & Recorder

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 8-29-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 8-3-2023

Return Originals to: Jana Coen & Administration Office

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Rolling Hills Cowboy Camp, event scheduled for October 5 - 8, 2023.

Justification or Background:

Annual event for Rolling Hills Cowboy Camp-Tent Revival

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on:

Additional Approvals (if required):

PROWERS COUNTY FAIRGROUNDS FACILITY

RENTAL AGREEMENT

Today's Date: <u>2-1-2023</u>	Date(s) of Events: <u>Oct. 5-6-7-8-2023</u>
Name of Organization: <u>Rolling Hills Cowboy Camp</u>	Set Up Time: <u>8:00</u> <u>am</u> <u>pm</u>
Name & Address of Authorized Agent: <u>C/o Steve Specht</u> <u>13744 County Rd VV</u> <u>Lamar, CO 81052</u> Phone: <u>719-688-1468</u> Sales Tax ID: _____	Event Starts: <u>5:00</u> <u>am</u> <u>pm</u> Finish Time: <u>12:00</u> <u>am</u> <u>pm</u> <input checked="" type="checkbox"/> Arena <input checked="" type="checkbox"/> Home Ec <input checked="" type="checkbox"/> Centennial <input checked="" type="checkbox"/> Pavilion
Type of Event: <u>Test Revival</u>	

If approved by the Board of County Commissioners, I agree to pay fees in the amount of \$ 25.00 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.

Steve I. Specht
Authorized Agent

2-1-2023
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

2-7-23
Date

Chairman
Prowers County Board of Commissioners

Date

For County Use Only:

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

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

Liability Insurance received: Yes ___ No ___ Date: _____

PROWERS COUNTY FAIRGROUNDS

FACILITY RENTAL RESERVATION AGREEMENT

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

1. Determination of fees for use of the facilities shall be made by the Commissioners in accordance with the established fee schedule and agreed to by the User at the time the reservation is confirmed.
2. Unique events may require an increase in fees/charges and/or conditions in addition to those shown. The Commissioners reserve the right to modify any of the conditions as necessary on a case-by-case basis. Holiday use of the Fairgrounds is subject to approval by the Commissioners. All County holidays are observed by County Maintenance Personnel. No Prowers County Personnel will be made available to users over County approved Thanksgiving and Christmas holidays. Additional fees will be assessed for events scheduled on holidays. Overtime charges for County Maintenance Personnel at a rate of two times the normal hourly rate will be charged for holiday events in addition to regular fees and charges with the exceptions described previously in this paragraph.
3. Use of all facilities shall be scheduled through the Prowers County Administration Office only.
Fees and deposits
 - a) A **non-refundable** booking fee of \$25.00 per event must be paid when each event is scheduled.
 - b) The \$25.00 booking fee is due before an individual or entity may have their name placed on the Fairgrounds Calendar to reserve a facility at the Fairgrounds.
 - c) If the event does not go forward for whatever reason, the \$25.00 fee **WILL NOT BE REFUNDED**.
 - d) Remainder of fees and security deposit must be submitted to the office no less than 10 working days prior to the date scheduled. (Commercial users: fees must be paid in certified funds.) **The security/damage deposit is required and due from all users whether use fees are waived or not.** Failure to pay fees 10 working days prior to event may result in cancellation of facility use. Access to the facilities at any time other than stated on this form is not allowed unless prior approval is received from Prowers County. **Please note that any deposit refund due back to you will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.**
4. The scheduling of the activities shall be made in the name of one individual who must, as a condition of use, read this document and accept responsibility for adequately supervising the event; assure that the facilities are used for the purpose for which they are scheduled; reimburse the County for damage to the property or facilities including excessive clean-up costs that may occur in connection with the event; assure payment, in full, of all charges for space and equipment requested; and ensure that all promotion and advertising of events involving the use of the facilities shall identify the individual or group sponsor of the event.
5. The cleanup and damage deposit must be paid 10 working days prior to the scheduled event. Said deposit shall be utilized by the county, if at all, for cleanup of the rented premises and repair of damages to same made necessary by the User's rental of the premises. In the event that the User performs cleanup of the premises in a suitable manner; said deposit will be reviewed for return to the User at the next regularly scheduled meeting of the Commissioners. **User will be personally liable for any expense for damage and/or cleanup in excess of the required deposit.**
6. In case of cancellation, fees will be refunded (less booking fee) if notice of cancellation is received 10 working days prior to scheduled use. If the event is cancelled due to inclement weather, the event may be rescheduled with no additional fees due. If the event is rescheduled for any other reason, an additional booking fee will be charged.
7. Subleasing or charging additional fees to use the Fairground Facilities will not be permitted.

8. Non-commercial User may have one day in advance for set-up, decorating, etc. between the hours of 8:00am and 4:00pm on the condition there is **nothing** previously booked on that date. If additional days are required for set-up, an additional fee of \$ 0 will be charged for each additional day. Commercial Users: If special set-up/tear-down is **required**, standard facility use days will be charged on a ½ day basis.
9. Liability insurance is **required** for all commercial events. Certain “at risk” activities i.e. rodeos, tractor pulls, carnivals, circuses, etc. are **required** to provide liability insurance. An insurance certificate showing Prowers County as an additional insured **must** be provided to the County no later than 10 working days prior to the scheduled event.
10. Under Colorado Law, an equine professional is not liable for any injury to or the **death** of a participant in equine activities resulting in the inherent risks of equine activities, pursuant to Section 13-21-119, Colorado Revised Statutes.
11. The User acknowledges that User’s rental of County’s property is not subject to the direct supervision and control of County personnel. Accordingly, and in express consideration for the within rental agreement, User hereby agrees to indemnify, and hold harmless, Prowers County, its officers, agents, and employees from and against any and all claims for liability asserted for personal injury, or property damage to any and all persons or entities whatsoever, and arising out of User’s rental of County’s property as hereinabove set forth. This indemnification expressly extends to any and all damage awards, and shall further cover all costs of defense, which shall be conducted in County’s sole discretion, including attorney’s and expert witness fees.
12. The within agreement shall be and become binding upon, and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. Any action necessary to construe, interpret, or enforce the provision of the within agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, with the substantially prevailing party therein being entitled, as a matter of contract law an agreement to recover its costs and expenses therein incurred, including reasonable attorney’s and expert witness fees.
13. Falsified or misleading information on this form may be cause for **cancellation** of this contract and forfeiture of security deposit and/or fees paid and may result in loss of future usage of the facility
14. The user shall pay, in full, the required fee, damage deposit fee, or security deposit fee as established by the Prowers County Board of Commissioners. It is Prowers County policy that no facility shall be made available for use until full payment of the required fee is recorded. It is understood that this document defines *use* as Fairground Facility use only and does not in any way include the use of Prowers County Personnel. Each user is solely responsible for the care of the facilities, preparation of the arena floor for the duration of the event, clean-up of the facilities, grounds, and parking areas during, and at the conclusion, of the event. Parking areas are included in the use and clean-up of all facilities.
15. The user shall be required to call for an on-site facility orientation with the Fairgrounds Caretaker no later than 5 working days prior to the event. The user will be familiarized with information pertaining to use of the facility, obtain keys, and will have the opportunity to ask questions of the caretaker. The Fairgrounds Caretaker can be reached by calling 931-0034 and is available to schedule an orientation Monday – Friday 9:00am to Noon and 1:00pm to 3:00pm. *Regularly scheduled monthly meeting organizers are not required to complete an orientation, however, are expected to cooperate with the expectations for use outlined in this document.* The user understands that Prowers County does not employ 7 day per week, 24 hour per day Fairgrounds Personnel. The Fairgrounds Caretaker hours are scheduled from 8:00 am to 5:00pm, Monday –Friday. The Fairgrounds Caretaker schedule may change to correlate with an event; however, changes must be pre-approved and are at the discretion of the Prowers County Maintenance Supervisor.
16. Every effort has been made to provide Fairground Facilities that are adequately maintained and appropriately prepared for normal use. It is further understood that building and grounds systems can, and do, fail at times. Failures may include, but are not limited to; electrical outlet power losses and blown breakers due to abnormal use and overloaded circuits, public announcing or loudspeaker malfunctions, lighting failures, water supply problems, and restroom malfunctions, etc. There are no guarantees against such failures either implied or stipulated in this document. Prowers County Personnel will only be made available during off-hours in the event

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

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

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

Date: 2-1-23

Organization: Rolling Hills Cowboy Camp meeting

Authorizing Agent Printed name: Steve Specht

Authorizing Agent Signature: Steve Specht

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: _____

PROWERS COUNTY FAIRGROUNDS

FEE SCHEDULE

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

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

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

PROWERS COUNTY FAIRGROUNDS

REGISTERED RODEO EVENTS

FAIRGROUNDS USE:

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

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

REGISTERED RODEO EVENTS:

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

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

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

The event organizer is responsible for ensuring the following:

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

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

USE OF THE PROWERS COUNTY FAIRGROUNDS R.V.

ELECTRIC PEDESTALS

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

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

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

HOME EC. BUILDING CHECKLIST

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

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

HOME EC. BUILDING KITCHEN CHECKLIST

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

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

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

We are a non-profit organization and have an excellent history of using the property and leaving it in good condition when we are finished. We buy locally when we can and the event brings in people to local businesses and Prowers County.

Oct 5, 6, 7, 8th 2023
Date(s) of Event

Gail Specht
Authorized Agent

2-1-23
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: 8-29-2023

Submitter: Judy Wittman, Treasurer

Submitted to the County Administration Office on: 8-8-2023

Return Originals to: N/A

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 8-8-2023 verbal poll approval to cancel Schedule A, Accurint for Government User Subscription that was previously approved on 6-27-2023 because the wrong Government User Subscription was sent to the County Treasurer in error.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8-29-2023

Submitter: Judy Wittman, Treasurer

Submitted to the County Administration Office on: 8-8-2023

Return Originals to: N/A

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 8-8-2023 verbal poll approval of LexisNexis Risk Solutions, Schedule A, Accurint for Government (Transactional) for a term beginning August 1, 2023 and ending July 31, 2024, total monthly fee in the amount of \$200.00 and authorizing Judy Wittman, County Treasurer to execute the document electronically

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:
01-09-422400

County: \$1,200.00

Federal: \$

State: \$

Other: \$

Approved by the County Attorney on:

Additional Approvals (if required):

SCHEDULE A
Accurint for Government
(Transactional)

Customer Name: PROWERS COUNTY TREASURER
Billgroup #: ACC-1728507
LN Account Manager: Jimmy Restivo

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all applicable LexisNexis Risk Solutions entities shall be individually and collectively referred to as "LN". Customer acknowledges that the services provided under this Schedule A are non-FCRA services.

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning August 1, 2023 and ending July 31, 2024 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT FOR GOVERNMENT FEES

2.1 Customer shall pay the prices detailed in the attached Price Schedule.

2.2 Minimum Payment: Customer shall pay to LN each month the greater of: (i) actual transactional charges or; (ii) the monthly minimum commitment of \$200.00 ("Monthly Minimum Commitment").

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **August 17, 2023**.

4. CLOUD SERVICES

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to a cloud environment. Should you have questions regarding this plan, please direct them to your Account Manager.

5. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: PROWERS COUNTY TREASURER

Signed: _____

Name: _____

Judy Wittman

Title: _____

Prowers County Treasurer and Public Trustee

Date: _____

08/17/2023

Accurint for Government
(Updated May 18, 2023)
(Plan 58)

(Pricing is per hit unless otherwise indicated. All features priced \$0.35 or less are not discountable, in addition to any feature indicated as not discountable)

PRICE SCHEDULE (Transactional)	
ACCURINT FOR GOVERNMENT FEATURES	PRICE
Advanced Motor Vehicle Search (charged per search)	\$1.00
Advanced Person Search	\$0.75
Automated Valuation Model (AVM) Report	\$5.00
Associates ("Next Steps")	\$1.00
Bankruptcies, Liens & Judgments Search (charged per search)	\$0.50
Bankruptcy Search (charged per search)	\$0.25
Bankruptcy Report	\$1.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$2.00
Business Credit (charged per search) (not discountable)	\$0.25
Business Credit Report	\$20.00
Business Search (charged per search) (not discountable)	\$0.35
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included) (charged per search)	\$2.00
CLIA Report	\$0.25
Concealed Weapons Permit	\$0.25
Corporation Filings (Report Included Except In Delaware)	\$1.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records (charged per search)	\$1.00
Criminal Records Report	\$1.00
DEA Controlled Substances License Search	\$0.25
Death Records (charged per search)	\$0.25
Death Records Report (charged per search)	\$1.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00

Customized Schedule A

Accurint for Government (Plan 58)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Driver Licenses	\$0.75
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.25
FAA Pilots (Report Included)	\$0.25
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search (charged per search)	\$3.00
Federal Firearms & Explosives	\$0.25
Federal Employer ID Numbers (FEIN)	\$0.50
Fictitious Business Name	\$0.50
Foreclosures Search (Report Included)	\$1.00
Hunting/Fishing Licenses	\$0.25
InstantID Consumer Search (charged per search)	\$0.75
InstantID Q&A (charged per search)	\$1.30
Liens & Judgments (charged per search)	\$0.25
Liens & Judgments Report	\$1.00
Marriages / Divorces Search	\$1.00
Motor Vehicles Search	\$0.75
Motor Vehicles Report	\$1.00
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$1.00
NCPDP (National Council for Prescription Drug Programs) Search (charged per search)	\$0.50
NCPDP (National Council for Prescription Drug Programs) Report (charged per search)	\$1.50
Neighbors ("Next Steps") (not discountable)	\$0.25
NPI Data Search (not discountable)	\$0.25
NPI Report	\$0.50
OSHA Investigative Reports Search	\$1.00
Passport Validation (charged per search)	\$1.00
People At Work Search	\$1.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$3.00
-51 - 250	\$15.00
-251 - 500	\$30.00
-501 - 1,000	\$60.00
-1,001 - 5,000	\$300.00
-5,001 - 25,000	\$1,500.00
-25,001 - 100,000	\$6,000.00
Professional Licenses (Report Included) (charged per search)	\$1.00
Property Deed Search	\$1.00
Property Assessment Search	\$1.00
Property Assessment Report	\$1.00
Property Deed Report (excluding Deed Image)	\$1.00

Customized Schedule A

Accurant for Government (Plan 58)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$2.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$2.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$1.00
Relatives, Neighbors & Associates ("Next Steps")	\$2.00
Relavint Visual Link Analysis (Per Diagram) (not discountable)	\$2.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included) (charged per search)	\$1.00
SIRIS	\$0.00
USA Patriot Act (charged per search) (not discountable)	\$0.25
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.25
Watercraft	\$0.50
Watercraft Report	\$1.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$3.50
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$6.00
Additional Report Options:	--
-Real Time Phone Search (not discountable)	\$0.50
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).	\$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$4.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees),	\$3.50

Customized Schedule A

Accurant for Government (Plan 58)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.	
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.50
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.50
Additional Report Options:	--
-Bankruptcy (charged per search)	\$1.00
-Businesses At Address	\$0.25
-Concealed Weapons Permit Search	\$0.25
-Criminal Records Search (charged per search)	\$1.00
-Criminal Records Report	\$1.00
-Driver Licenses At Address	\$0.75
-Hunting/Fishing License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles Registered At Address	\$0.75
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors At Address	\$0.25
-Property Ownership Current / Previous	\$1.00
-Sexual Offenders Search (Report Included) (charged per search)	\$1.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.50
-Liens and Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-UCC Filings	\$0.50
-Watercraft	\$1.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.50
Additional Report Options:	--
-Associates	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Criminal Records (charged per search)	\$1.00
-DEA Controlled Substances License Search	\$0.25
-Driver Licenses Information	\$0.75

Customized Schedule A

Accurant for Government (Plan 58)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Email Search Premium (not discountable)	\$0.40
-Federal Firearms & Explosives License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.75
-National Motor Vehicle Accident Search & Report	\$3.00
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.25
-People At Work	\$1.00
-Phones Plus	\$0.50
-Professional Licenses (Report Included) (charged per search)	\$1.00
-Properties	\$1.00
-Real Time Phone Search (not discountable)	\$0.50
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$1.00
-Sexual Offenders (charged per search)	\$1.00
-Supplemental Data Sources (charged per search)	\$1.00
-UCC Filings	\$1.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25

Customized Schedule A

Accurant for Government (Plan 58)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Reverse Phone Append (not discountable)	\$0.10
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Multiple = 2 Or More Phones/Addresses Returned	--

Customized Schedule A

Accurant for Government (Plan 58)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8-29-2023

Submitter: Judy Wittman, Treasurer

Submitted to the County Administration Office on: 8-8-2023

Return Originals to: N/A

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 8-8-2023 verbal poll approval for Year 2022 Tax Abatement Request by Judy Wittman, Prowers County Treasurer.

Justification or Background:

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

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

County: \$

Federal: \$

State: \$

Other: \$

Approved by the County Attorney on:

Additional Approvals (if required):

TAX ABATEMENT REQUEST			Year 2022	39-10-114			
Date	Schedule	Name	Abatement Amount	Cancelled Taxes	Refund	Tax Year	Reason For Canceling
2/3/2023	800070330	RE GEVEN FARMS LLC	418.28	418.28		2022	BLDG DESTROYED
3/1/2023	9502005	DUDLEY, FRANK	218.68	218.68		2022	DUPLICATE STATEMENT
3/9/2023	999665	NE COLORADO CELLULAR	21,264.11	21,264.11		2022	STATE ASSESS VALUATION
3/16/2023	800059093	JAMES TED SITTS	228.94	228.94		2022	DUPLICATE STATEMENT
3/30/2023	992344	DISH NETWORK	82.98	82.98		2022	STATE ASSESS VALUATION
5/31/2023	800020494	RUSHTON, MERLIN W & JUDY	450.42	450.42	450.42	2021	VALUATION
5/31/2023	800020494	RUSHTON, MERLIN W & JUDY	388.95	388.95	388.95	2022	VALUATION
6/30/2023	100047990	DUVALL, CODY & JOETTE	72.04	72.04		2022	SOLD-EXEMPT
6/30/2023	9104111200	BARKLEY TRUST	18.08	18.08		2022	NOT SEVERED
7/7/2023	9104111200	BARKLEY TRUST	17.47	17.47	17.47	2020	NOT SEVERED
7/7/2023	9104111200	BARKLEY TRUST	17.73	17.73	17.73	2021	NOT SEVERED
TOTAL			\$ 23,177.68	\$ 23,177.68	\$ 874.57		
The Prowers County Treasurer respectfully requests the Board of County Commissioners of Prowers County, Colorado to cancel the above-listed taxes for the reasons set forth above.							
Dated: August 8, 2023							
				<div>Judy Weller</div> Prowers County Treasurer			
Granted by the Prowers County Commissioners this 8th day of August 2023.							
Attest:							
<div>Dana Coon</div> Clerk to the Board				<div>Ron Cook</div> Commissioner			
<div>Wendy Preston-Andrade</div> Commissioner				<div>Shannon Sammons</div> Commissioner			

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8-29-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 8-8-2023

Return Originals to: N/A

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of cancelling the following Board of County Commissioner's Meeting dates: September 19, 2023, October 17, 2023 and November 6, 2023.

Justification or Background:

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

County: \$

Federal: \$

State: \$

Other: \$

Approved by the County Attorney on:

Additional Approvals (if required):

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 8-29-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 8-11-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Consider ratifying 8-11-2023 email poll approval of sending a letter to Honorable Pete Buttigieg, US Department of Transportation in support for US 50 SHIFT discretionary grant application - MPDG 2023

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):



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

August 10, 2023

The Honorable Pete Buttigieg
US Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

RE: Support for US 50 SHIFT discretionary grant application - MPDG 2023

Dear Secretary Buttigieg:

We, the Board of County Commissioners for Prowers County, Colorado, write to express our strong support for the US 50 SHIFT proposal for the FY2023 MPDG federal discretionary program. This project will construct 12 westbound and eastbound passing lanes across 140 miles of a significant rural corridor in Southeast Colorado. Ultimately, these passing lanes will improve driver and cyclist safety, operational efficiency, mobility, and transit commuting for local rural residents and visiting tourists alike.

US 50 is designated on the National Highway Freight Network and is a State Highway Freight Corridor in Colorado's State Highway Freight Plan. Based on historic and projected population and employment levels, vehicular, transit, and freight traffic volumes will increase exponentially in the coming years - greatly impacting the capacity and efficiency of US 50. This project will address many of the physical constraints on this corridor, which will improve freight efficiency, safety for all traveling public, and enhance connectivity between dozens of rural communities from the City of Pueblo to the Kansas border.

Otero County and CDOT are collaborating closely to ensure the success of this project, and that every community connected by US 50 is represented in project development. Otero County and CDOT prioritize the safety, system preservation, and community connectivity this project will bring to and through Southeastern Colorado, as Coloradans depend on this corridor for freight transport, to facilitate tourism and recreation, and to access natural resources for economic livelihood.

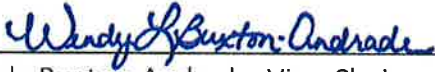
Given the significance of this corridor and the beneficial depth of this project, the Board of County Commissioners for Prowers County, Colorado, whole-heartedly supports this project and respectfully requests USDOT to prioritize MPDG grant funding for this worthy proposal.

Sincerely,

Board of County Commissioners for Prowers County, Colorado

A handwritten signature in blue ink that reads "Ron Cook". The signature is written in a cursive, slightly stylized font. The "R" is large and loops around the "on". The "Cook" is written in a similar cursive style.

Ron Cook, Chair

A handwritten signature in blue ink that reads "Wendy Buxton-Andrade". The signature is written in a cursive, slightly stylized font. The "W" is large and loops around the "endy". The "Buxton-Andrade" is written in a similar cursive style.

Wendy Buxton-Andrade, Vice-Chair

A handwritten signature in blue ink that reads "Thomas Grasmick". The signature is written in a cursive, slightly stylized font. The "T" is large and loops around the "homas". The "Grasmick" is written in a similar cursive style.

Thomas Grasmick, Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/22/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 8/7/23

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

“Consider approval of Contract Amendment #5 24 IHFA 185332 between the Colorado Department of Human Services and Prowers County Department of Human Services for the provision of the Child Welfare Abuse and Neglect Hotline Routing System in the total amount of \$5,172,101.65 and authorize Department of Human Services Director, Lanie Meyers-Mireles to execute the contract electronically.”

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!



COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

CONTRACT AMENDMENT #5

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services	Original Contract Number 20 IHFA 128142
Contractor Prowers County 301 South Main, Suite 215 Lamar, CO 81052	Amendment Contract Number 24 IHFA 185332
Current \$4,084,843.61	Contract Performance Beginning Date June 28, 2019
Initial Term	Current Contract Expiration Date June 30, 2024
State Fiscal Year 2020 \$995,550.00	
Extension Terms	
State Fiscal Year 2021 \$1,009,388.00	
State Fiscal Year 2022 \$1,029,504.57	
State Fiscal Year 2023 \$1,050,401.04	
State Fiscal Year 2024 \$1,077,290.24	
State Fiscal Year 2024 \$9,967.80	
Total for All State Fiscal Years \$5,172,101.65	

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.

<p align="center">CONTRACTOR Prowers County Lanie Meyers-Mireles Director Department of Social Services for Prowers County</p> <p>By: Lanie Meyers-Mireles Director Department of Social Services for Prowers County</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO Jared Polis, Governor Department of Human Services Michelle Barnes Executive Director</p> <p>By: Minna Castillo-Cohen, Director, Office of Children, Youth and Families</p> <p>Date: _____</p>
<p align="center">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.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Andrea Eurich/Toni Williamson/Telly Belton</p> <p align="center">Amendment Effective Date: _____</p>	

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 the Amendment term shown in **§3.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 or and shall terminate on the termination of the Contract.

4. PURPOSE

The purpose of this Amendment is in support of the Child Welfare Abuse and Neglect Hotline Routine System. This amendment serves to extend contract services to the end of the State Fiscal Year 2024 and increase the maximum amount as shown here.

5. MODIFICATIONS

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

- A.** The Contract Amendment 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 B4 – Budget, is hereby deleted in its entirety and replaced with Exhibit B5 – Budget, attached and incorporated herein.
- D.** Exhibit C5 - Example Equipment Acceptable Use and Compliance Policy

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 B5 - Budget

OPERATING EXPENDITURES SUMMARY

PERSONNEL SERVICES - SALARY & FRINGE		\$	885,454.12
TRAVEL		\$	500.00
SUPPLIES & OPERATING		\$	33,012.00
OTHER SERVICES AND/OR SUBCONTRACTORS		\$	18,780.00
MAINTENANCE		\$	9,000.00
INDIRECT		\$	142,011.92
TOTAL COST		\$	1,087,258.04

PERSONNEL SERVICES - SALARY & FRINGE

Position Title / Employee Name	Salaries Estimated Increases for 2023	Description of Work	Gross Salary	Fringe FICA, Retirement, Insurance	Total Gross Salary + Fringe
Program Manager	3%	Administration, management, supervision, oversight of the hotline operations, management of hotline budget, oversight of the training certification processes, management of the data and CQ1	\$ 79,542.00	\$ 17,862.06	\$ 97,404.06
Supervisor X 2 FTE	3%	Supervision of call-takers, training, evaluation of staff, quality assurance	\$ 109,244.00	\$ 29,419.37	\$ 138,663.37
Call-Takers					
Day Shift	3%	\$16.65/Hour x 5 FTE	\$ 173,160.00	\$ 60,904.74	\$ 234,064.74
Night Shift	3%	\$17.65/Hour X 4 FTE	\$ 146,848.00	\$ 49,776.27	\$ 196,624.27
Weekend Shift	3%	\$17.65hour X 3.4 FTE	\$ 124,820.80	\$ 42,309.83	\$ 167,130.63
Back-up Coverage	3%	\$17.65/Hour X 1 FTE	\$ 36,712.00	\$ 12,444.07	\$ 49,156.07
Onemployment	.3% of Gross pay	.3% of Gross Pay	\$ 2,010.98		\$ 2,010.98
Employee training	None	\$100/Employee Screening Costs	\$ 400.00		\$ 400.00

Calculation Assumptions

Benefits: Retirement and FICA are fixed amounts. No increase in health insurance
Unemployment Insurance is fixed at .3%
Average wages call takers
Screening/Hiring costs are based on turnover rates.
Increase in Office supplies
Increase in wages to reflect current wage requirements
Equipment increase to comply with new technology requirements

	Days	Nights
\$	16.65	\$ 17.65

TOTAL BUDGET INCREASE OF 2.6%

Retirement 5% of gross pay	FICA 7.65 % of gross pay	Health Care No Increase	
\$ 3,977.10	\$ 6,084.96	\$ 7,800.00	
\$ 5,462.20	\$ 8,357.17	\$ 15,600.00	
\$ 8,658.00	\$ 13,246.74	\$ 39,000.00	
\$ 7,342.40	\$ 11,233.87	\$ 31,200.00	
\$ 6,241.04	\$ 9,548.79	\$ 26,520.00	
\$ 1,835.60	\$ 2,808.47	\$ 7,800.00	

Prowers County Department of Human Services

Lanie Meyers-Mireles, Director

**PO BOX 1157
LAMAR, COLORADO 81052-2857
(719) 336-7486 FAX: (719) 336-7198**

BOARD OF COUNTY COMMISSIONERS

**WENDY BUXTON-ANDRADE
THIRD DISTRICT**

**TOM GRASMICK
FIRST DISTRICT**

**RON COOK
SECOND DISTRICT**

Equipment Acceptable Use and Compliance Policy

It is the goal of Prowers County to ensure call takers have all the equipment they need to efficiently perform their duties.

Issuance of all Prowers County equipment is predicated upon staff member's acknowledgement, acceptance, and adherence to the following.

Care of Equipment

It is the responsibility of employees to protect, care for and maintain all equipment issued to them. Employees are expected to take all reasonable precautions to ensure equipment is not damaged, lost or stolen. Employees may be held responsible for any equipment losses that are the result of negligence or misconduct.

- Electronic equipment should never be placed in areas where it is likely to come into contact with water or any other liquids, or it could be stepped on or damaged in some other way.
- Laptops are to be transported in an appropriate case.
- Equipment is never to be left in cars or other places where they could be damaged or stolen.
- Laptops should be used on battery power at times to develop a good battery life.
- No games, social media applications, or other unauthorized programs may be downloaded to Prowers County equipment.
- Employees will ensure that proper maintenance is performed on a timely basis, which will include bringing laptops into the office to be attached to the network on a regular basis.
- All cords and peripheral equipment will remain with the original equipment.
- Employees may not loan out equipment to other staff members without approval by a supervisor.
- Employees will immediately notify a supervisor if any equipment is damaged, lost or stolen. Any theft of equipment will be immediately reported to law enforcement and the employee will be expected to fully cooperate with any investigation.
- Substantial neglect towards equipment may result in loss of remote working privileges.

Prowers County Department of Human Services

Lanie Meyers-Mireles, Director

PO BOX 1157

LAMAR, COLORADO 81052-2857

(719) 336-7486 FAX: (719) 336-7198

III

BOARD OF COUNTY COMMISSIONERS

WENDY BUXTON-ANDRADE
THIRD DISTRICT

TOM GRASMICK
FIRST DISTRICT

RON COOK
SECOND DISTRICT

Personal Use of Equipment

- Users of county-issued wireless devices should have no expectation of privacy. All electronic communications sent to and from county-assigned accounts are subject to the Colorado Open Records Act (CORA, C.R.S. § 24-72-201 et seq.).
- Employees should not use county-issued equipment for any other purpose not in the interests of the County.
- All county-issued equipment is intended to be used solely for the business of the county and is not intended to be used by any employee for anything other than county business.

Equipment and Acceptable Use Policy Acknowledgement

I acknowledge that I am personally responsible for all equipment assigned to me while working for Prowers County. I will take proper care of all county equipment that I am entrusted with. I will not make changes to any piece of equipment or let any other individuals use the equipment assigned to me without permission to do so. I will only use such equipment for work-related duties as assigned to do.

I acknowledge that while I am working for Prowers County, I am expected to take proper care of county equipment. I understand that upon termination, I am expected to return all property of Prowers County in proper working order. This agreement includes, but is not limited to, the following: cell phones, laptops, Bluetooth headsets, computer monitors and cables. I understand that continued failure to return equipment may be considered theft by the County and may lead to criminal prosecution.

Signature _____

Date _____

Print Name: _____

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 8-29-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 8-9-2023

Return Originals to: Jana Coen & Administration Office

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Lamar community College Rodeo Team, event scheduled for October 13 - 16, 2023.

Justification or Background: Antelope Stampede nonprofit school event for local college rodeo.

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: 8/9/23

Date(s) of Events: 10/13 - 10/14

Name of Organization:

Lamar Community College Gentile
Stampede

Set Up Time: 2 am pm

Event Starts: 8 am pm

Name & Address of Authorized Agent:

Mitch Waltrip
2401 S. Main Lamar, CO 81052
(719) 336-1623

Finish Time: 6 am pm

Phone:

Sales Tax ID: _____

Arena

Home Ec

Vaqueros

Centennial

Pavilion

Type of

Event: College Rodeo

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.

X Larry M Waltrip
Authorized Agent

X 8/9/2023
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:

Larry M Waltrip
Maintenance & Facilities Director

8-16-23
Date

Chairman

Prowers County Board of Commissioners

Date

For County Use Only:

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

Date Rental Fee Paid: _____ Date Paid: _____

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

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

Liability Insurance received: Yes___ No___ Date: _____

PROWERS COUNTY FAIRGROUNDS

FACILITY RENTAL RESERVATION AGREEMENT

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

1. Determination of fees for use of the facilities shall be made by the Commissioners in accordance with the established fee schedule and agreed to by the User at the time the reservation is confirmed.
2. Unique events may require an increase in fees/charges and/or conditions in addition to those shown. The Commissioners reserve the right to modify any of the conditions as necessary on a case-by-case basis. Holiday use of the Fairgrounds is subject to approval by the Commissioners. All County holidays are observed by County Maintenance Personnel. No Prowers County Personnel will be made available to users over County approved Thanksgiving and Christmas holidays. Additional fees will be assessed for events scheduled on holidays. Overtime charges for County Maintenance Personnel at a rate of two times the normal hourly rate will be charged for holiday events in addition to regular fees and charges with the exceptions described previously in this paragraph.
3. Use of all facilities shall be scheduled through the Prowers County Administration Office only.
Fees and deposits
 - a) **A non-refundable booking fee of \$25.00 per event must be paid when each event is scheduled.**
 - b) The \$25.00 booking fee is due before an individual or entity may have their name placed on the Fairgrounds Calendar to reserve a facility at the Fairgrounds.
 - c) If the event does not go forward for whatever reason, the \$25.00 fee **WILL NOT BE REFUNDED.**
 - d) Remainder of fees and security deposit must be submitted to the office no less than 10 working days prior to the date scheduled. (Commercial users: fees must be paid in certified funds.) **The security/damage deposit is required and due from all users whether use fees are waived or not.** Failure to pay fees 10 working days prior to event may result in cancellation of facility use. Access to the facilities at any time other than stated on this form is not allowed unless prior approval is received from Prowers County. **Please note that any deposit refund due back to you will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.**
4. The scheduling of the activities shall be made in the name of one individual who must, as a condition of use, read this document and accept responsibility for adequately supervising the event; assure that the facilities are used for the purpose for which they are scheduled; reimburse the County for damage to the property or facilities including excessive clean-up costs that may occur in connection with the event; assure payment, in full, of all charges for space and equipment requested; and ensure that all promotion and advertising of events involving the use of the facilities shall identify the individual or group sponsor of the event.
5. The cleanup and damage deposit must be paid 10 working days prior to the scheduled event. Said deposit shall be utilized by the county, if at all, for cleanup of the rented premises and repair of damages to same made necessary by the User's rental of the premises. In the event that the User performs cleanup of the premises in a suitable manner; said deposit will be reviewed for return to the User at the next regularly scheduled meeting of the Commissioners. **User will be personally liable for any expense for damage and/or cleanup in excess of the required deposit.**
6. In case of cancellation, fees will be refunded (less booking fee) if notice of cancellation is received 10 working days prior to scheduled use. If the event is 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: 8/9/2023

Organization: Rodeo Team LLC

Authorizing Agent Printed name: Larry M. Waltisperger

Authorizing Agent Signature: Larry M. Waltisperger

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: _____

PROWERS COUNTY FAIRGROUNDS

FEE SCHEDULE

Facilities Requested	NFP Not For Profit	Resident Commercial For Profit	Non-Resident Commercial For Profit	# of days/head of livestock	Total
Arena Rent <i>Daily</i>	\$150	\$300	\$970		150 ⁰⁰
Pavilion Rent <i>Daily</i>	\$150	\$300	\$970		
Home Economics' Bldg. Rent <i>Daily</i>	\$225	\$225	\$425		
Vaqueros Bldg. Rent <i>Daily</i>	\$225	\$225	\$425		
Use of Parking Lots Arena Lot /Grounds <i>Daily</i>			\$210		✓
Overnight Boarding (Arena Pens) <i>Daily</i>	\$5/Head	\$5/Head	\$10/head		
* Pavilion Boarding Rodeo Events Minimum Fee <i>Daily</i>	\$10	\$30	\$40		10 ⁰⁰
R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only <i>Daily</i>	\$20	\$20	\$30		
Dry Camping and Horse Penning at Designated Southwest Parking Lot ONLY <i>Daily</i>	\$10	\$10	\$20		
Elmer's Garden <i>Daily</i>	\$0.00	\$0.00	\$0.00		
Cleaning/Damage Deposit (Due 10 days prior to use)	\$75	\$75	\$125		\$75 ⁰⁰
TOTAL (DUE 10 DAYS PRIOR TO USE)					\$235 ⁰⁰ 25 ⁰⁰ BF

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

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

PROWERS COUNTY FAIRGROUNDS

REGISTERED RODEO EVENTS

FAIRGROUNDS USE:

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

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

REGISTERED RODEO EVENTS:

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

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

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

The event organizer is responsible for ensuring the following:

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

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

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

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

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

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

HOME EC. BUILDING CHECKLIST

- Do not tape or hang decorations from the ceiling grid or ceiling tile.
- Do not tape or staple decorations to tables, chairs, walls, windows, or doors
- Please place all chairs and tables back as they were before leaving.
- Cleaning supplies are in the custodial supply closet located in the men's room.
- Clean and put away any items that you used.
- Please clean and dry all counter tops, sinks, and appliances in restrooms.
- 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.

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 Lamar Community College I do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because

This event is for non profit school event for
the local college Bodeo

10/13, 10/14, 10/15, 10/16
Date(s) of Event

Larry M. Valters
Authorized Agent

8/9/23
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: 8-29-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 8-17-23

Return Originals to: Administration and Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 8-17-2023 email poll approval for Payment of Bills and Voided Checks, if any, presented in the amount of \$141,902.25 County General Fund, \$30,359.05 DHS and \$429.76 H3C with a certification date of August 18, 2023.

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$142,097.25 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **August 18, 2023**

DATED AS OF: August 18, 2023

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 45,434.03	-	-
ARPA FUND	\$ 682.94	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ 68,223.22	-	-
ROAD & BRIDGE FUND	\$ 12,448.42	-	-
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ 1,321.93	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ -	-	-
CRMC FUND	\$ 9,209.41	-	-
OPC FUND	\$ 4,777.30	-	-
Totals	\$ 142,097.25	\$ -	\$ -

Totals

DATE: August 18, 2023

DATE: August 18, 2023

DATE: August 18, 2023

DATE: August 18, 2023

\$ 100.00

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	142,097.25
AP + Fringes	\$	142,097.25
Total Pd Certification - Payroll	\$	142,097.25
Total Payroll + Fringes	\$	-

Ending Check No.	69909
Beginning Check No.	69849

Total Number of Checks:

1

61

STATE OF COLORADO }
 } SS:
COUNTY OF PROWERS }

Powers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01

0010

August 18, 2023

69849 - 69909

Void 69781 Printed Wrong Vendor

	\$	45,434.03	
	\$	(195.00)	
Payroll	\$	-	
Fringes	\$	-	
Total	\$		45,239.03

ARPA - 02

0018

2023	\$	682.94	
Payroll	\$	-	
Fringes	\$	-	
Total	\$		682.94

ROAD & BRIDGE FUND - 02

0020

2023	\$	12,448.42	
Payroll	\$	-	
Fringes	\$	-	
Total	\$		12,448.42

FSA (Cafeteria) 552

0552

2023	\$	-	
Total	\$		-

Sheriff's Booking Fees

0675

	\$	-	
Payroll	\$	-	
Total	\$		-

SALES & USE TAX FUND - 03

0900

2023	\$	-	
Total	\$		-

CONSERVATION TRUST FUND - 06

0130

2023	\$	1,321.93	
Total	\$		1,321.93

CAPITAL FUND - 07

0100

2023	\$	-	
Total	\$		-

OTHER AGENCIES FUND- 08

2023

\$	-	
Total	\$	-

LODGING TAX - 09

0014

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

PUBLIC HEALTH AGENCY - 11

0676

2023	\$	68,223.22	
Payroll	\$	-	
Fringes	\$	-	
Total	\$		68,223.22

CRMC

0016

2023	\$	9,209.41	
Payroll	\$	-	
Fringes	\$	-	
Total	\$		9,209.41

PC

0017

2023	\$	4,777.30	
Payroll	\$	-	
Fringes	\$	-	
Total	\$		4,777.30

Paula Gonzales, Finance Director

GRAND TOTAL \$ 141,902.25

Accounts Payable

Check Register Totals Only

User: paula
 Printed: 8/16/2023 - 3:10 PM
 Batch: 00102.08.2023 - 08-18-2023

PROWERS COUNTY GOVERNMENT



Check	Date	Vendor No	Vendor Name	Amount	Voucher
69849	08/18/2023	ACA2	A Cut Above Pest Control LLC	55.00	0
69850	08/18/2023	ATS1	Ace Tire Service LLC	2,778.75	0
69851	08/18/2023	AIII	Airgas Intermountain Inc.	687.33	0
69852	08/18/2023	AVA1	Ark Valley Auto Service	3,040.08	0
69853	08/18/2023	ATM1	Atmos Energy	92.27	0
69854	08/18/2023	BEACON	Beacon Broadcasting, LLC	200.00	0
69855	08/18/2023	BREW	Brew Unto Others	79.90	0
69856	08/18/2023	BURK	Jeremy Burkhardt	100.00	0
69857	08/18/2023	BSL1	Business Solutions Leasing	206.22	0
69858	08/18/2023	BRS1	Charter Communications	97.96	0
69859	08/18/2023	LAM1	City of Lamar	321.36	0
69860	08/18/2023	CDP2	Colo Dept of Public Health	726.00	0
69861	08/18/2023	DEL1	Coloradoland Tire & Service	170.21	0
69862	08/18/2023	COMPUTER	Computer Information Concepts, Inc.	682.94	0
69863	08/18/2023	CKNI	Ron Cook	195.00	0
69864	08/18/2023	CTS1	County Technical Services - CAPP	3,730.71	0
69865	08/18/2023	DEL2	Deloach's Water Condition	123.00	0
69866	08/18/2023	DKC1	Double K Car Wash	45.52	0
69867	08/18/2023	gnb1	GNBank	24,450.53	0
69868	08/18/2023	GOB1	Gobin's	460.76	0
69869	08/18/2023	GOU1	Gonzales's Unlimited	828.00	0
69870	08/18/2023	GRAHAM	Phillip Graham	5,416.66	0
69871	08/18/2023	GSD1	Granada School District RE-1	10,177.75	0
69872	08/18/2023	GRANITE	Granite Telecommunications	302.36	0
69873	08/18/2023	GTA1	GreatAmerica Financial Services	463.20	0
69874	08/18/2023	HERN	Eloisa Hernandez	325.00	0
69875	08/18/2023	HOSTMY	Host My SIP	133.95	0
69876	08/18/2023	LAMARAN	Lamar Animal Medical Center	12.40	0
69877	08/18/2023	LAPI	Lamar Auto Parts	14.28	0
69878	08/18/2023	LANGUAGE	Language Line Services	1,239.47	0
69879	08/18/2023	LEXIS	LexisNexis Risk Data Mngmnt	200.00	0
69880	08/18/2023	MAUCH	Sharon Mauch	630.00	0
69881	08/18/2023	MCKESS	McKesson Medical - Surgical	26,089.61	0
69882	08/18/2023	MENDEZ	Divina Mendez	866.66	0
69883	08/18/2023	MSD1	Merck Sharp & Dohme Corp	6,149.39	0
69884	08/18/2023	MRS1	Mobile Record Shredders, LLC	56.00	0
69885	08/18/2023	NFPI	Nurse-Family Partnership	19,155.47	0
69886	08/18/2023	PAM1	Parker Mechanical	211.03	0
69887	08/18/2023	PSL1	Pitstop Oil, LLC	4,671.82	0
69888	08/18/2023	PMOI	Prairie Mountain Media	71.80	0
69889	08/18/2023	RSC1	Ranchers Supply of Lamar, LLC	10.38	0
69890	08/18/2023	REGENTS	Prevention Research Center for Family	72.00	0
69891	08/18/2023	RPI1	Robinson Printing	615.25	0
69892	08/18/2023	SBAR	S BAR Ranches, Inc.	250.00	0
69893	08/18/2023	SCPI	SE Colo Power Association	1,355.89	0
69894	08/18/2023	SMALL	Small Town Graphix	1,154.00	0
69895	08/18/2023	SWL1	Sno-White Linen & Uniform	1,348.72	0
69896	08/18/2023	SYMM1	Symmetry Energy Solutions	130.36	0
69897	08/18/2023	TCF1	Tri-County Ford	102.66	0
69898	08/18/2023	TSB1	Tri-State Body Shop	210.25	0

Accounts Payable

Computer Check Proof List by Vendor

User: paula
Printed: 08/16/2023 - 3:01PM
Batch: 00102.08.2023 - 08-18-2023



PROWERS COUNTY GOVERNMENT

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: ACA2 19492	A Cut Above Pest Control LLC Bus Garage Operating	55.00	08/18/2023	Check Sequence: 1 01-25-437810	ACH Enabled: False
	Check Total:	55.00			
Vendor: ATSI 1-133506 1-133829 1-134014 1-33490 1-33875	Ace Tire Service LLC Vehicle Maint/Fuel Tires Tires Tires Tires	20.00 1,292.50 301.25 40.00 1,125.00	08/18/2023 08/18/2023 08/18/2023 08/18/2023 08/18/2023	Check Sequence: 2 01-11-430900 02-43-437600 02-43-437600 02-43-437600 02-43-437600	ACH Enabled: False
	Check Total:	2,778.75			
Vendor: AIII 1480946	Airgas Intermountain Inc. Shop Supplies	687.33	08/18/2023	Check Sequence: 3 02-43-437900	ACH Enabled: False
	Check Total:	687.33			
Vendor: AVA1 18456 18705 18753	Ark Valley Auto Service Bus Operating Supplies/Repairs Bus Operating Supplies/Repairs Bus Operating Supplies/Repairs	1,732.88 256.07 1,051.13	08/18/2023 08/18/2023 08/18/2023	Check Sequence: 4 01-25-430200 01-25-430200 01-25-430200	ACH Enabled: False
	Check Total:	3,040.08			
Vendor: ATM1 3015320518 3015320518 0723	Atmos Energy DA Utilities 0823 DA Utilities 0723	30.61 61.66	08/18/2023 08/18/2023	Check Sequence: 5 01-11-421600 01-11-421600	ACH Enabled: False
	Check Total:	92.27			
Vendor: BEACON 08112023	Beacon Broadcasting, LLC Planning & Zoning Fees 08112023	200.00	08/18/2023	Check Sequence: 6 01-36-364100	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: COMPUTE PS136820	Check Total:	170.21			
	Computer Information Concepts, Inc.				
	American Rescue Plan Expense Aug 2023	682.94	08/18/2023	Check Sequence: 14 01-02-455000	ACH Enabled: False
	Check Total:	682.94			
	Ron Cook				
Vendor: CKN1 Aug2023 Aug2023	Telephone Aug2023	75.00	08/18/2023	Check Sequence: 15 01-01-420100	ACH Enabled: False
	Fuel Allowance Aug2023	120.00	08/18/2023	01-01-430910	
	Check Total:	195.00			
Vendor: CTS1 C222PRO007	County Technical Services - CAPP			Check Sequence: 16	ACH Enabled: False
	Litigation- Legal Fees	3,730.71	08/18/2023	01-02-420610	
	Check Total:	3,730.71			
Vendor: DEL2 532-00485607-8 532-02721199-6 53202722528-5	DeLoach's Water Condition			Check Sequence: 17	ACH Enabled: False
	Miscellaneous- Culligan Water-Public Health/Nt	20.00	08/18/2023	11-33-430100	
	Miscellaneous- Culligan Water- Processing Cent	52.00	08/18/2023	14-47-421700	
	Miscellaneous- Culligan Water- Return Mail Cer	51.00	08/18/2023	13-46-421700	
Vendor: DKC1 2018 080123	Check Total:	123.00			
	Double K Car Wash			Check Sequence: 18	ACH Enabled: False
	Maint	45.52	08/18/2023	02-43-425400	
Vendor: gnb1 0045-072023 0110-07052023 0110-070523 0110-070723 0110-071323 0110-071923 0110-072523 0110-072523 0110-072623 0219-08152023 0219-0823 0219-0823	Check Total:	45.52		Check Sequence: 19	ACH Enabled: False
	GNBank			01-13-430200	
	Operating Supplies- Castaneda,J. GN Bank Card	26.49	08/18/2023	13-46-430100	
	CRMC Office Supplies- Pete Hernandez GN ban	145.10	08/18/2023	14-47-421100	
	Mileage OPC Pete Hernandez GN bank card 011	59.00	08/18/2023	13-46-421700	
	Miscellaneous- Pete Hernandez GN bank card 01	45.00	08/18/2023	13-46-430100	
	CRMC Office Supplies- Pete Hernandez GN ban	272.53	08/18/2023	13-46-421100	
	Mileage CRMC- Pete Hernandez GN bank card 1	57.00	08/18/2023	14-47-421700	
	Miscellaneous- Pete Hernandez GN bank card 01	35.00	08/18/2023	14-47-430100	
	Office Supplies Amazon- Pete Hernandez GN ba	73.50	08/18/2023	13-46-430100	
	CRMC Office Supplies- Pete Hernandez GN ban	189.25	08/18/2023	11-35-430100	
	Office Supplies-Karla Work GN bank card 0219-	446.55	08/18/2023	11-35-421100	
	Mtg Exp-Karla Work GN bank card 0219-0823	286.11	08/18/2023	11-35-432520	
	Client Support Materials-Karla Work GN bank c	152.74	08/18/2023		

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
0391-0723	Operating- Jail- Arellano, G. GN Bank Card 0391	44.47	08/18/2023	01-13-430201	
0607-070123	G Suite- Email Service- Admin Office GN bank	3,483.20	08/18/2023	01-14-421510	
0607-072723	Miscellaneous- Admin Office GN bank card 060	19.90	08/18/2023	01-02-421710	
0607-072723	Office Supplies- Admin Office GN bank card 06	20.76	08/18/2023	01-05-430100	
0672 0723	JBBS Grant Expense- Turley, M card # 0672 072	651.69	08/18/2023	01-13-454900	
0672 072823	JBBS Grant Expense- Turley, M card # 0672- 07	1,034.74	08/18/2023	01-13-454900	
0672-070623	Building/EquipRepairMaint-Turley, M Card # 06	72.00	08/18/2023	01-13-425200	
07 2023	FC Credit	-1.38	08/18/2023	01-13-430200	
0763-072023	URHN- Food and Supplies Gary Harbert GN bank	187.93	08/18/2023	11-17-465040	
0904-070523	Operating Jail- Carmona Lopez, J- GN Bank Card	23.46	08/18/2023	01-13-430201	
1001-070423	Vehicle Maint- Andy Wyatt GN bank card 1001	30.26	08/18/2023	01-10-430900	
1001-071123	Mig Exp- Andy Wyatt GN bank card 2555-7/11/23	194.53	08/18/2023	01-10-421100	
1308 0723	Meeting Expense-Mark Westhoff GN Bank Card	8.84	08/18/2023	01-05-421100	
1464-072023	Vehicle Maint/Fuel-Courtney Neuhold GN bank	57.00	08/18/2023	11-17-430900	
1464-0723	Dues, Subs, Reg.-Courtney Neuhold GN bank ca	768.52	08/18/2023	11-17-422400	
1464-0723	URHN Expenses-Courtney Neuhold GN bank ca	365.26	08/18/2023	11-17-465040	
1464-0723	Mig Exp-Courtney Neuhold GN bank card 1464	124.71	08/18/2023	11-17-421100	
1696-0623	Mig Exp-Reyna Perez GN bank card 1696-2023	141.82	08/18/2023	11-17-421100	
1696-0723	Office Supplies- Reyna Perez GN Bank Card 169	23.98	08/18/2023	11-37-430100	
1696-081523	URHN Expenses- Reyna Perez GN Bank Card 1	184.76	08/18/2023	11-17-465040	
1696-082023	Client Support Materials- Reyna Perez GN Bank	202.98	08/18/2023	11-35-432520	
1696-0823	Office Supplies- Reyna Perez GN Bank Card 169	105.84	08/18/2023	11-35-430100	
1738-070723	Shop Supplies- Road and Bridge GN bank card 1	200.76	08/18/2023	02-43-437900	
1738-073123	Shop Supplies- Road and Bridge GN bank card 1	27.21	08/18/2023	02-43-421100	
1746-063023	Fairgrounds Maint- Williams, F. Card # 1746-06	173.75	08/18/2023	01-11-429300	
1746-071723	Miscellaneous- Williams, F. Card # 1746-07172	47.84	08/18/2023	01-11-421700	
1753 072023	Bus Operating Supplies/Repairs- Marilyn Stuart	15.07	08/18/2023	01-25-430200	
1886	EH RFL Training 07182023- Conni Martinez GN	159.23	08/18/2023	11-37-422400	
1894-070123	Email Service- Paula G GN bank card 1894-070	1,000.00	08/18/2023	01-14-421510	
1894-072523	Wellness Benefit Reimbursement- Paula G. 0725	644.68	08/18/2023	01-02-375420	
1910 072423	Building/Equip Repair/Maint- Marks, N. GN Bar	51.66	08/18/2023	01-13-425200	
2555-070823	Computer Supplies/Software- Janet Wyatt GN bar	99.00	08/18/2023	01-10-430300	
2555-071923	Mig Exp- Janet Wyatt GN bank card 2555-7/19/23	385.00	08/18/2023	01-10-421100	
2555-071923	Mig Exp- Janet Wyatt GN bank card 2555-7/19/23	385.00	08/18/2023	01-10-421100	
2555-0723	Mig Exp- Janet Wyatt GN bank card 2555-7/19/23	204.70	08/18/2023	01-10-421100	
2654 072023	Miscellaneous- Maesta, C. GN Bank Card 2654	11.43	08/18/2023	01-13-421700	
2886-072023	Extradition Expense- Hernandez, R- GN Bank Card	11.92	08/18/2023	01-13-431800	
3181-072023	Postage-Delaine Dunning GN bank card 3181-07	17.55	08/18/2023	11-33-420200	
3181-072023	Mig Exp-Delaine Dunning GN bank card 3181-07	55.07	08/18/2023	11-33-421100	
3181-0723	Office Supplies-Delaine Dunning GN bank card	126.61	08/18/2023	11-33-430100	
3629-072023	Office Supplies- Jolynn Idler GN Bank Card- 36	69.24	08/18/2023	11-26-430100	
3629-0723	Office Supplies- Jolynn Idler GN Bank Card- 36	10.14	08/18/2023	11-35-430100	
3629-0723	Office supplies Credit- Jolynn Idler GN Bank Card	-136.62	08/18/2023	11-17-430100	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
3629-0723	EPR- Jolynn Idler GN Bank Card- 3629-072023	14.98	08/18/2023	11-17-425520	
3629-0723	Kiowa ELC R2- Jolynn Idler GN Bank Card- 3629-0723	340.86	08/18/2023	11-17-465125	
3629-0723	ELC R2- Jolynn Idler GN Bank Card- 3629-0723	2,004.09	08/18/2023	11-17-465055	
3629-0723	URHN Expenses Jolynn Idler GN Bank Card- 3629-0723	4.00	08/18/2023	11-17-465040	
5335 072023	Mtg Exp- Wendy Andrade GN bank card 5335 072023	5.82	08/18/2023	01-01-421400	
5335 0723	Mtg Exp- Wendy Andrade GN bank card 5335 072023	10.00	08/18/2023	01-01-421400	
5335-070523	Zoom Mtg Exp- Wendy Andrade GN bank card 5335 070523	51.28	08/18/2023	01-01-421100	
5889-071623	Vehicle Maint- Rodriguez, J.- GN Bank Card 5889-071623	15.98	08/18/2023	01-13-430900	
5889-072423	Vehicle Maint- Rodriguez, J.- GN Bank Card 5889-072423	5.79	08/18/2023	01-13-430900	
5947 070623	USPS- GN Bank Card Michelle Hiigel 07062023	86.19	08/18/2023	01-36-420200	
5947 071223	PITSTOP- GN Bank Card Michelle Hiigel 071223	40.60	08/18/2023	01-36-430900	
5947 072823	ADOBE INC & Office Suppli- GN Bank Card 5947 072823	282.57	08/18/2023	01-36-430100	
6127-071023	Range/ammunition Expenset- Green, C. GN Banl	13.74	08/18/2023	01-13-431000	
6127-071523	Education & Seminars Credit- Green, C. GN Banl	-600.00	08/18/2023	01-13-421400	
6127-071623	Education & Seminars- Green, C. GN Bank Carr	19.98	08/18/2023	01-13-421400	
6127-07182023	Education & Seminars- Green, C. GN Bank Carr	21.05	08/18/2023	01-13-421400	
6127-07192023	Education & Seminars- Green, C. GN Bank Carr	9.29	08/18/2023	01-13-421400	
6390	Education & Seminars- Green, C. GN Bank Carr	17.32	08/18/2023	01-13-421400	
6390 070623	Computer Equip & Upgrades- Zordel, S. Card# 6	19.99	08/18/2023	01-13-454300	
6390-071423	Building/Equip Repair/Maint- Zordel, S. Card# 6	423.86	08/18/2023	01-13-425200	
6390-071523	Employee Uniform Expense- Zordel, S. Card# 63	247.78	08/18/2023	01-13-437200	
6499-072023	Employee Uniform Expense- Zordel, S. Card# 63	159.80	08/18/2023	01-13-437200	
6499-072023	PH/URHN- Ryan Wollert GN bank card 6499-072023	880.61	08/18/2023	11-17-421100	
8403 071923	PH/URHN- Ryan Wollert GN bank card 6499-072023	906.42	08/18/2023	11-17-465040	
8403 072023	Office Supplies- Walmart- Darren Glover GN C&	155.36	08/18/2023	01-25-430100	
8403 072123	Office Supplies- Walmart- Darren Glover GN C&	28.76	08/18/2023	01-25-430100	
8403 0723	Bus Garage Operating- Walmart- Darren Glover GN C&	169.98	08/18/2023	01-25-437810	
8403- 0723	Office Supplies- Walmart- Darren Glover GN C&	19.70	08/18/2023	01-25-430100	
8403-072023	Bus Garage Operating- CBI Online- Darren Glov	4.00	08/18/2023	01-25-437810	
8403-072223	Bus Garage Operating- Colorado dept of rev Dan	9.97	08/18/2023	01-25-437810	
8403-72723	Bus Operating Supplies/Repairs-ARAMARK CC	307.73	08/18/2023	01-25-430200	
8866-07262023	Lamar Auto Parts Darren Glover GN Card	10.69	08/18/2023	01-25-430200	
9021	Vehicle Maintenance- Esparza, D. GN Bank Ca	25.72	08/18/2023	01-13-430900	
9021	Maint Contracts	4.95	08/18/2023	01-16-421500	
9021	Equip Repair/Maint	1,918.54	08/18/2023	01-16-425400	
9179-0623	Motor Vehicle Fuel	58.09	08/18/2023	01-32-430900	
9179-062923	Meeting Expense-Jana Coen GN Bank Card 063	1,466.56	08/18/2023	01-08-421100	
9179-063023	Meeting Expense-Jana Coen GN Bank Card 062	20.78	08/18/2023	01-08-421100	
9286 0723	Meeting Expense-Jana Coen GN Bank Card 063	16.00	08/18/2023	01-08-421100	
9286 0723	Meeting Expense-Whitepages- Judy Wittman G	119.99	08/18/2023	01-09-422400	
9534-0723	Office Supplies- Judy Wittman GN Bank Card	39.98	08/18/2023	01-09-430100	
9815-071823	Office Supplies- Whitney Barnett GN bank card	26.75	08/18/2023	11-17-430100	
	Mtg Exp-Megan Hillman GN bank card 9815-071823	284.19	08/18/2023	11-17-421100	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
9815-071823	Registration Fees -Megan Hillman GN bank carc	1,688.01	08/18/2023	11-17-422400	
	Check Total:	24,450.53			
Vendor: GOB1	Gobin's			Check Sequence: 20	ACH Enabled: False
AR397616	Equip Rentals/Leases- Clerk 053123	32.68	08/18/2023	01-07-440400	
AR3976216	Equip Rentals/Leases- Admin 05312023	98.03	08/18/2023	01-05-440400	
AR3982986	Equip Rentals/Leases- Clerk 06272023	18.18	08/18/2023	01-07-440400	
AR3982986-0623	Equip Rentals/Leases-Admin 062723	54.53	08/18/2023	01-05-440400	
AR4017507	Equip Rentals/Leases- Clerk 07262023	39.34	08/18/2023	01-07-440400	
AR4017507-0723	Equip Rentals/Leases- Admin 07262023	118.00	08/18/2023	01-05-440400	
AR4026583	Equip Rentals/Leases-PH Copier 08022023	100.00	08/18/2023	11-17-430100	
	Check Total:	460.76			
Vendor: GOU1	Gonzales's Unlimited			Check Sequence: 21	ACH Enabled: False
1996	FreipVehicle Main072023Unit 665	414.00	08/18/2023	01-13-430900	
2025	Sandoval Vehicle Main072023 unit666	414.00	08/18/2023	01-13-430900	
	Check Total:	828.00			
Vendor: GRAHAM	Phillip Graham			Check Sequence: 22	ACH Enabled: False
August2023	Aug2023 Salary SERHCC Coordinator	5,416.66	08/18/2023	11-17-437200	
	Check Total:	5,416.66			
Vendor: GSD1	Granada School District RE-1			Check Sequence: 23	ACH Enabled: False
Aug2023 CRMC	Aug2023 CRMC Building Rent	6,160.00	08/18/2023	13-46-440100	
Aug2023 OPC	Aug2023 OPC Building Rent	4,017.75	08/18/2023	14-47-440100	
	Check Total:	10,177.75			
Vendor: GRANITE	Granite Telecommunications			Check Sequence: 24	ACH Enabled: False
610883903	Office Equipment 08012023	302.36	08/18/2023	13-46-430200	
	Check Total:	302.36			
Vendor: GTA1	GreatAmerica Financial Services			Check Sequence: 25	ACH Enabled: False
34538187	Office Equipment 07262023	393.09	08/18/2023	13-46-430200	
34565693	Equip Rentals/Leases 07312023	70.11	08/18/2023	01-05-440400	
	Check Total:	463.20			
Vendor: HERN	Eloisa Hernandez			Check Sequence: 26	ACH Enabled: False
081623	Refund for Pavillion-Paid in Full- Not Approved	325.00	08/18/2023	01-11-429310	
AP-Computer Check Proof List by Vendor (08/16/2023 - 3:01 PM)					

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: HOSTMY IN-800109545257	Check Total:	325.00			
	Host My SIP				ACH Enabled: False
	Telephone 082023	133.95	08/18/2023	Check Sequence: 27 01-25-420100	
	Check Total:	133.95			
	Lamar Animal Medical Center				ACH Enabled: False
Vendor: LAMARA 228743	PH Medical Waste Disposal	12.40	08/18/2023	Check Sequence: 28 11-17-430100	
	Check Total:	12.40			
	Lamar Auto Parts				ACH Enabled: False
Vendor: LAP1 696857	Lamar Auto Parts Fairgrounds Maint	45.82	08/18/2023	Check Sequence: 29 01-11-429300	
	Lamar Auto Parts Credit	-31.54	08/18/2023	01-11-429300	
	Check Total:	14.28			
Vendor: LANGUA 11060133	Language Line Services				ACH Enabled: False
	Prof Services	1,160.75	08/18/2023	Check Sequence: 30 13-46-420800	
	Miscellaneous	78.72	08/18/2023	14-47-421700	
	Check Total:	1,239.47			
Vendor: LEXIS 172850720230731	LexisNexis Risk Data Mngmnt				ACH Enabled: False
	Dues, Subs, Registrations 07312023	200.00	08/18/2023	Check Sequence: 31 01-09-422400	
	Check Total:	200.00			
Vendor: MAUCH July2023	Sharon Mauch				ACH Enabled: False
	Illuminate/COPE- Facilitator Fee July2023	630.00	08/18/2023	Check Sequence: 32 11-17-470260	
	Check Total:	630.00			
Vendor: MCKESS 20937820	McKesson Medical - Surgical				ACH Enabled: False
	Kiowa ELC RS- PPE	26,089.61	08/18/2023	Check Sequence: 33 11-17-465125	
	Check Total:	26,089.61			
Vendor: MENDEZ Aug2023CRMC Aug2023OPC	Divina Mendez				ACH Enabled: False
	Aug2023 Cleaning Services CRMC	433.33	08/18/2023	Check Sequence: 34 13-46-421700	
	Aug2023 Cleaning Services OPC	433.33	08/18/2023	14-47-421700	
	Check Total:	866.66			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: MSDI 7017078175 7017098727	Merck Sharp & Dohme Corp PH Vaccine PH Vaccine Check Total:	5,268.25 881.14 6,149.39	08/18/2023 08/18/2023	Check Sequence: 35 11-17-436000 11-17-436000	ACH Enabled: False
Vendor: MRSI 126016 126033	Mobile Record Shredders, LLC Prof Serv- Shredding- Overflow Processing Cent Prof Serv- Shredding-Courthouse 8/8/23	28.00 28.00 56.00	08/18/2023 08/18/2023	Check Sequence: 36 14-47-420800 01-05-430100	ACH Enabled: False
Vendor: NFP1 20231220	Nurse-Family Partnership NFP-National Center Fees Check Total:	19,155.47 19,155.47	08/18/2023	Check Sequence: 37 11-35-421150	ACH Enabled: False
Vendor: PAMI 58483 072023	Parker Mechanical Bus Garage Operating Check Total:	211.03 211.03	08/18/2023	Check Sequence: 38 01-25-437810	ACH Enabled: False
Vendor: PSL1 BOCC 0723 Maint 0723 Transit 0723	Pitstop Oil, LLC Commissioners Fuel July 2023 Maintenance Fuel July 2023 Transit Fuel July 2023 Check Total:	32.92 673.27 3,965.63 4,671.82	08/18/2023 08/18/2023 08/18/2023	Check Sequence: 39 01-05-421100 01-11-430900 01-25-437800	ACH Enabled: False
Vendor: PMOI 0000356074 0000356075	Prairie Mountain Media Advertising/Legal Notices Advertising/Legal Notices Check Total:	54.20 17.60 71.80	08/18/2023 08/18/2023	Check Sequence: 40 01-02-421300 01-36-421300	ACH Enabled: False
Vendor: RSC1 146681	Ranchers Supply of Lamar, LLC Annex Maintenance Check Total:	10.38 10.38	08/18/2023	Check Sequence: 41 01-11-429200	ACH Enabled: False
Vendor: REGENTS AR-US132-202307	Prevention Research Center for Family & Child Heal Regents of the University of Colorado NFP- Dance Registration 07072023 Check Total:	72.00 72.00	08/18/2023	Check Sequence: 42 11-35-421120	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: RPI1 71379	Robinson Printing Office & Operating Supplies	615.25	08/18/2023	Check Sequence: 43 01-36-430100	ACH Enabled: False
	Check Total:	615.25			
Vendor: SBAR 08112023	S BAR Ranches, Inc. Planing and Zoning Fees 08112023	250.00	08/18/2023	Check Sequence: 44 01-36-364100	ACH Enabled: False
	Check Total:	250.00			
Vendor: SCPI 1603040000 1604870000 0823	SE Colo Power Association Radio Tower 072023 TV Utilities 082023	33.96 1,321.93	08/18/2023 08/18/2023	Check Sequence: 45 02-43-421600 06-01-421600	ACH Enabled: False
	Check Total:	1,355.89			
Vendor: SMALL 6402-0823	Small Town Graphix Employee Uniform Expense 082023	1,154.00	08/18/2023	Check Sequence: 46 01-13-437200	ACH Enabled: False
	Check Total:	1,154.00			
Vendor: SWL1 0118268-00 0124895-00 0124904-00 0126220-00 0126227-00 0127565-00 0127573-00 0128905-00 0128912-00	Sno-White Linen & Uniform Employee Uniform Expense Employee Uniform Expense Employee Uniform Expense Employee Uniform Expense Employee Uniform Expense Employee Uniform Expense Employee Uniform Expense Employee Uniform Expense	55.01 264.16 56.55 282.53 62.05 257.66 56.55 257.66 56.55	08/18/2023 08/18/2023 08/18/2023 08/18/2023 08/18/2023 08/18/2023 08/18/2023 08/18/2023 08/18/2023	Check Sequence: 47 02-43-437200 02-43-437200 02-43-437200 02-43-437200 02-43-437200 02-43-437200 02-43-437200 02-43-437200	ACH Enabled: False
	Check Total:	1,348.72			
Vendor: SYMM1 16896134	Symmetry Energy Solutions Utilities 0823	130.36	08/18/2023	Check Sequence: 48 01-13-421600	ACH Enabled: False
	Check Total:	130.36			
Vendor: TCF1 FOCS102605 FOW101388	Tri-County Ford Equipment Repair/Maint- PH Oil Change Equipment Repair/Maint	58.85 43.81	08/18/2023 08/18/2023	Check Sequence: 49 11-17-430900 02-43-425400	ACH Enabled: False
	Check Total:	102.66			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: TSB1 7929CM	Tri-State Body Shop Equipment Repair/Maint	210.25	08/18/2023	Check Sequence: 50 02-43-425400	ACH Enabled: False
	Check Total:	210.25			
Vendor: TURNER July2023	Janene Turner Deputy Hours- July 2023	100.00	08/18/2023	Check Sequence: 51 01-15-420630	ACH Enabled: False
	Check Total:	100.00			
Vendor: URSI 4203761	UBEO Business Services Maintenance Contracts 082023	118.80	08/18/2023	Check Sequence: 52 01-10-421500	ACH Enabled: False
	Check Total:	118.80			
Vendor: USIMAG 21887	US Imaging ERTB-Index Expense Grant#3 Back Indexing	11,182.05	08/18/2023	Check Sequence: 53 01-07-440600	ACH Enabled: False
	Check Total:	11,182.05			
Vendor: VMF1 1829-07242023	Valley Memorial Funeral Chapel Coroner- Autopsy-Body Bags 07242023	350.00	08/18/2023	Check Sequence: 54 01-15-420600	ACH Enabled: False
	Check Total:	350.00			
Vendor: VER1 9940497447 9940497447 9940497447 9940497447 9941151560 9941151561	Verizon Wireless NUR Verizon Telephone Covid ELC Verizon Telephone Kiowa Covid EIC Verizon Telephone NFP Verizon Telephone Verizon Telephone 08032023 Verizon Telephone 08032023	46.44 50.75 50.75 141.56 441.75 196.82	08/18/2023 08/18/2023 08/18/2023 08/18/2023 08/18/2023 08/18/2023	Check Sequence: 55 11-17-425900 11-17-465055 11-17-465125 11-35-425900 01-25-420100 01-25-420100	ACH Enabled: False
	Check Total:	928.07			
Vendor: VIA1 308263 308263 630872	Viaero Wireless Telephone NFP Telephone OLTC Telephone Transit2023	25.29 261.86 277.17	08/18/2023 08/18/2023 08/18/2023	Check Sequence: 56 11-35-425900 11-33-425900 01-25-430200	ACH Enabled: False
	Check Total:	564.32			
Vendor: WAG1 P00C2599916 P00C2599917	Wagner Equipment Co EQUIPMENT REPAIR/MAINT EQUIPMENT REPAIR/MAINT	650.06 936.12	08/18/2023 08/18/2023	Check Sequence: 57 02-43-425400 02-43-425400	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
P06C0168358	EQUIPMENT REPAIR/MAINT	35.06	08/18/2023	02-43-425400	
S00W1781236	EQUIPMENT REPAIR/MAINT	17.83	08/18/2023	02-43-425400	
S06C0702440	EQUIPMENT REPAIR/MAINT - CREDIT	-53.00	08/18/2023	02-43-425400	
S06W0764745	EQUIPMENT REPAIR/MAINT	53.00	08/18/2023	02-43-425400	
S06W0764764	EQUIPMENT REPAIR/MAINT	1,110.45	08/18/2023	02-43-425400	
S06W0764790	EQUIPMENT REPAIR/MAINT	106.00	08/18/2023	02-43-425400	
S06W0764859	EQUIPMENT REPAIR/MAINT	409.44	08/18/2023	02-43-425400	
S06W0764886	EQUIPMENT REPAIR/MAINT	1,136.89	08/18/2023	02-43-425400	
Check Total:		4,401.85			
Vendor: WCTI	Western Cartographers				ACH Enabled: False
071423	Plat Maps/Books	168.00	08/18/2023	Check Sequence: 58 01-02-434200	
072023	Plat Maps/Books	152.00	08/18/2023	01-02-434200	
Check Total:		320.00			
Vendor: WRE1	WEX BANK				ACH Enabled: False
91071693	Motor Vehicle Fuel 082023	1,964.26	08/18/2023	Check Sequence: 59 02-43-437800	
Check Total:		1,964.26			
Vendor: WHOLE	Wholehearted Connection, LLC				ACH Enabled: False
07192023	JBBS Grant Expense07192023	960.00	08/18/2023	Check Sequence: 60 01-13-454900	
Check Total:		960.00			
Vendor: WIDENER	Marcus Widener				ACH Enabled: False
July 2023	July Deputy Hours July 2023	700.00	08/18/2023	Check Sequence: 61 01-15-420630	
Check Total:		700.00			
Total for Check Run:		142,097.25			
Total of Number of Checks:		61			

MONTH: AUGUST 2023

PAYROLL TYPE DHS:	DATE	CHECK NUMBERS	AMOUNT
SALARY			
FRINGE			
OPERATING	08/18/23	66862-66881	21,942.85
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
LEAP:			
OAP:			
WORK PROGRAM			
FOOD ASSISTANCE:			
WHC:			
SALARY			
FRINGE			
OPERATING	08/18/23	8566-8572	8,416.20

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 \$30,359.05 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

August 18, 2023

GRAND TOTAL \$

30,359.05

8/18/2023
DATE

CHAIRMAN

DATE _____

DIRECTOR

8/18/2023
DATE

COMMISSIONER

8/18/2023
DATE

COMMISSIONER

BALANCE AS OF 8/16/23	\$1,306,848.87
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PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: August 18, 2023

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

Prepared by:
Mindy Maestas

SALARY

FRINGE

OPERATING	66862-66881	21,942.85
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WHC SALARY

WHC FRINGE

WHC OPERATING	8566-8572	8,416.20
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TOTAL: \$	30,359.05
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Information Only

VOIDED CHECKS #'s:


Laine Mireles, Director

HOTLINE COUNTY CONNECTION CENTER
PAYROLL CERTIFICATION
MONTH: AUGUST 2023

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY			
FRINGE	08/18/23	3818-3821	429.76
OPERATING			

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 \$429.76 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

August 18, 2023 GRAND TOTAL \$ 429.76

8/18/2023 Ron Cook CHAIRMAN
8/18/2023 Wendy Buxton-Linade COMMISSIONER
8/18/2023 Thomas H. Harnisch COMMISSIONER
DATE

8/16/23 Audrey M. Mules DIRECTOR
DATE

BALANCE AS OF 8/16/23 \$592,790.70

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: August 18, 2023

HOTLINE COUNTY CONNECTION CENTER FUND

Prepared by:
Mindy Maestas

H3C SALARY

H3C FRINGE

H3C OPERATING 3818-3821

429.76

TOTAL: \$ 429.76

Information Only

VOIDED CHECKS #'s: 3814



Lanie Mireles, Director

PROWERS COUNTY DEPT. OF SOCIAL SERVICES

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: CHILD WELFARE	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.8.15.23 COPIER	GOBINS INC.	08/15/23		\$6.82
			INVOICE AD.8.15.23 TOTAL:	\$6.82
AD.8.15.23 AUTO SUPPLIES	GONZALEZ'S UNLIMITED	08/15/23		\$306.83
			INVOICE AD.8.15.23 TOTAL:	\$306.83
AD.8.15.23 AUTO SUPPLIES	TRI-COUNTY FORD	08/15/23		\$1,003.67
			INVOICE AD.8.15.23 TOTAL:	\$1,003.67
AD.8.15.23 NON-EMPLOYEE TRAVEL AUTO SUPPLIES	PIT STOP	08/15/23		\$60.65
				\$173.07
			INVOICE AD.8.15.23 TOTAL:	\$233.72
AD.8.15.23 COMM SERVICES	VERIZON WIRELESS	08/15/23		\$346.57
			INVOICE AD.8.15.23 TOTAL:	\$346.57
AD.8.15.23 AUTO SUPPLIES	DELOACH'S TIRES	08/15/23		\$78.37
			INVOICE AD.8.15.23 TOTAL:	\$78.37
AD.8.15.23 CONTRACT	DAVID ANDERSON LAW, LLC	08/15/23		\$8,389.10
			INVOICE AD.8.15.23 TOTAL:	\$8,389.10
AD.8.15.23 BUS PASSES	PROWERS AREA TRANSIT	08/15/23		\$325.00
			INVOICE AD.8.15.23 TOTAL:	\$325.00
			EXPENSE ACCOUNT 444.1210 TOTAL:	\$10,690.08
EXPENSE ACCOUNT: CHILD WELFARE 100%				
AD.8.15.23 AUTO SUPPLIES	PIT STOP	08/15/23		\$22.21
			INVOICE AD.8.15.23 TOTAL:	\$22.21
AD.8.15.23 COMM SERVICES	VERIZON WIRELESS	08/15/23		\$90.76
			INVOICE AD.8.15.23 TOTAL:	\$90.76
			EXPENSE ACCOUNT 444.1220 TOTAL:	\$112.97

EXPENSE ACCOUNT: NEW CASE WORKER

AD 8.15.23
AUTO SUPPLIES

PIT STOP

08/15/23

INVOICE AD.8.15.23 TOTAL: \$15.63

AD 8.15.23
COMM SERVICES

VERIZON WIRELESS

08/15/23

INVOICE AD.8.15.23 TOTAL: \$90.76

EXPENSE ACCOUNT 444.1579 TOTAL: \$106.39

EXPENSE ACCOUNT: CORE

AD 8.15.23
AUTO SUPPLIES

PIT STOP

08/15/23

INVOICE AD.8.15.23 TOTAL: \$18.79

AD 8.15.23
AUTO SUPPLIES

WALLACE GAS & OIL

08/15/23

INVOICE AD.8.15.23 TOTAL: \$31.96

EXPENSE ACCOUNT 444.1700 TOTAL: \$50.75

EXPENSE ACCOUNT: CORE 100%

AD 8.15.23
UTILITIES
UTILITIES

CITY OF LAMAR MUNICIPAL UTIL

08/15/23

INVOICE AD.8.15.23 TOTAL: \$169.26
\$42.32

AD 8.16.23
UTILITIES
UTILITIES

ATMOS ENERGY

08/16/23

INVOICE AD.8.16.23 TOTAL: \$27.34
\$6.84

EXPENSE ACCOUNT 444.1800 TOTAL: \$245.76

EXPENSE ACCOUNT: ECC

AD 8.15.23
DATA/CELL PHONE

VERIZON WIRELESS

08/15/23

INVOICE AD.8.15.23 TOTAL: \$130.01

EXPENSE ACCOUNT 444.1973 TOTAL: \$130.01

EXPENSE ACCOUNT: CHILD CARE

AD 8.15.23
COPIER

GOBINS INC.

08/15/23

INVOICE AD.8.15.23 TOTAL: \$54.53

EXPENSE ACCOUNT 444.2300 TOTAL: \$54.53

EXPENSE ACCOUNT: TANF

AD 8.15.23
COPIER

GOBINS INC.

08/15/23

\$3.41

AD.8.15.23
OFFICE SUPPLIES

DELOACH'S WATER CONDITIONING

08/15/23

INVOICE AD.8.15.23 TOTAL: \$3.41

\$44.00

AD.8.15.23
COPIER

BUSINESS SOLUTIONS LEASING

08/15/23

INVOICE AD.8.15.23 TOTAL:

\$44.00

AD.8.15.23
BUS PASSES

PROWERS AREA TRANSIT

08/15/23

INVOICE AD.8.15.23 TOTAL:

\$72.81

INVOICE AD.8.15.23 TOTAL: \$600.00

EXPENSE ACCOUNT 444.4200 TOTAL: \$720.22

EXPENSE ACCOUNT: EMPLOYMENT FIRST

AD.8.15.23
BUS PASSES

PROWERS AREA TRANSIT

08/15/23

INVOICE AD.8.15.23 TOTAL: \$550.00

EXPENSE ACCOUNT 444.6300 TOTAL: \$550.00

EXPENSE ACCOUNT: ADMIN

AD.8.15.23
COPIER

GOBIN'S INC.

08/15/23

INVOICE AD.8.15.23 TOTAL: \$238.56

AD.8.15.23
COMM SERVICES

VERIZON WIRELESS

08/15/23

INVOICE AD.8.15.23 TOTAL: \$181.52

AD.8.15.23
COPIER

BUSINESS SOLUTIONS LEASING

08/15/23

INVOICE AD.8.15.23 TOTAL: \$72.80

AD.8.15.23
COPIER

GREAT AMERICAN FINANCIAL SVCS

08/15/23

INVOICE AD.8.15.23 TOTAL: \$126.49

AD.8.15.23
DESTRUCTION OF RECORDS

MOBILE RECORD SHREDDERS

08/15/23

INVOICE AD.8.15.23 TOTAL: \$56.00

AD.8.16.23
COMM SERVICES

CHARTER COMMUNICATIONS

08/16/23

INVOICE AD.8.16.23 TOTAL: \$82.82

EXPENSE ACCOUNT 444.7000 TOTAL: \$758.19

EXPENSE ACCOUNT: ADULT PROTECTION

AD.8.15.23
AUTO SUPPLIES

TRL-COUNTY FORD

08/15/23

INVOICE AD.8.15.23 TOTAL: \$501.83

EX.8.15.23

ROB DAMIANI

08/15/23

INVOICE AD.8.15.23 TOTAL: \$501.83

PER DIEM				INVOICE EX.8.15.23 TOTAL:	<u>\$396.50</u>
EX.8.15.23	JACOB HARRIS	08/15/23			\$396.50
PER DIEM				INVOICE EX.8.15.23 TOTAL:	<u>\$396.50</u>
AD.8.15.23	PROWERS AREA TRANSIT	08/15/23			\$25.00
BUS PASSES				INVOICE AD.8.15.23 TOTAL:	<u>\$25.00</u>
				EXPENSE ACCOUNT 444.7010 TOTAL:	<u>\$1,319.83</u>
EXPENSE ACCOUNT: CHILD SUPPORT					
AD.8.15.23	PIT STOP	08/15/23		INVOICE AD.8.15.23 TOTAL:	<u>\$33.57</u>
AUTO SUPPLIES					\$261.03
AD.8.15.23	CONTRACT WIRELESS	08/15/23		INVOICE AD.8.15.23 TOTAL:	<u>\$261.03</u>
CONTRACT					\$83.32
AD.8.15.23	CAPITAL ONE	08/15/23		INVOICE AD.8.15.23 TOTAL:	<u>\$83.32</u>
OFFICE SUPPLIES					\$4,089.10
AD.8.15.23	DAVID ANDERSON LAW, LLC	08/15/23		INVOICE AD.8.15.23 TOTAL:	<u>\$4,089.10</u>
CONTRACT				EXPENSE ACCOUNT 444.8000 TOTAL:	<u>\$4,467.02</u>
EXPENSE ACCOUNT: COUNTY ONLY					
AD.8.15.23	MOBILE RECORD SHREDDERS	08/15/23		INVOICE AD.8.15.23 TOTAL:	<u>\$20.00</u>
COUNTY ONLY					\$82.82
(BILLED PCPH)				INVOICE AD.8.16.23 TOTAL:	<u>\$82.82</u>
AD.8.16.23	CHARTER COMMUNICATIONS	08/16/23		EXPENSE ACCOUNT 444.9000 TOTAL:	<u>\$102.82</u>
COUNTY ONLY					\$2,154.33
(BILLED PCPH)					\$225.15
EXPENSE ACCOUNT: WHC					
AD.8.15.23	CAPITAL ONE	08/15/23		INVOICE AD.8.15.23 TOTAL:	<u>\$2,379.48</u>
FOOD					\$126.50
SUPPLIES				INVOICE AD.8.15.23 TOTAL:	<u>\$126.50</u>
AD.8.15.23	GREAT AMERICAN FINANCIAL SVCS	08/15/23		EXPENSE ACCOUNT 444.9005 TOTAL:	<u>\$2,505.98</u>
COPIER					
EXPENSE ACCOUNT: FATHERHOOD					

AD.8.15.23	GOBINS INC.	08/15/23		
COPIES			INVOICE AD.8.15.23 TOTAL:	<u>\$37.48</u>

AD.8.15.23	VERIZON WIRELESS	08/15/23		
CELL PHONE/JET PACK			INVOICE AD.8.15.23 TOTAL:	<u>\$90.82</u>

			EXPENSE ACCOUNT 444.9086 TOTAL:	<u>\$128.30</u>
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			REPORT TOTAL:	<u><u>\$21,942.85</u></u>
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Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: WHC	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.8.15.23 A/C HOOK UP	ELECTRO PRO, INC.	08/15/23		\$1,222.64
			INVOICE AD.8.15.23 TOTAL:	<u>\$1,222.64</u>
AD.8.15.23 MAINTENANCE	DELOACH'S WATER CONDITIONING	08/15/23		\$22.00
			INVOICE AD.8.15.23 TOTAL:	<u>\$22.00</u>
AD.8.15.23 UTILITIES	CITY OF LAMAR MUNICIPAL UTIL	08/15/23		\$2,273.54
			INVOICE AD.8.15.23 TOTAL:	<u>\$2,273.54</u>
AD.8.15.23 BOOKS	SCHOLASTIC INC.	08/15/23		\$255.21
			INVOICE AD.8.15.23 TOTAL:	<u>\$255.21</u>
AD.8.15.23 AUTO SUPPLIES	RON AUSTIN REPAIR SHOP	08/15/23		\$2,277.59
			INVOICE AD.8.15.23 TOTAL:	<u>\$2,277.59</u>
AD.8.16.23 FOOD	US FOODSERVICE	08/16/23		\$1,727.12
			INVOICE AD.8.16.23 TOTAL:	<u>\$1,727.12</u>
AD.8.16.23 SUPPLIES	MY WHOLESALE PRODUCTS	08/16/23		\$474.60
			INVOICE AD.8.16.23 TOTAL:	<u>\$638.10</u>
			EXPENSE ACCOUNT 444.9005 TOTAL:	<u>\$8,416.20</u>
			REPORT TOTAL:	<u><u>\$8,416.20</u></u>

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: 42240	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.8.16.23 SUBSCRIPTION	CHARTER COMMUNICATIONS	08/16/23		\$82.82
			INVOICE AD.8.16.23 TOTAL:	\$82.82
			EXPENSE ACCOUNT 42240 TOTAL:	\$82.82
EXPENSE ACCOUNT: 42540				
AD.8.15.23 MAINTENANCE	DELOACH'S WATER	08/15/23		\$39.00
			INVOICE AD.8.15.23 TOTAL:	\$39.00
AD.8.15.23 MAINTENANCE	GOBIN'S INC	08/15/23		\$243.73
			INVOICE AD.8.15.23 TOTAL:	\$243.73
AD.8.15.23 MAINTENANCE	GREAT AMERICA FINANCIAL SRV	08/15/23		\$64.21
			INVOICE AD.8.15.23 TOTAL:	\$64.21
			EXPENSE ACCOUNT 42540 TOTAL:	\$346.94
			REPORT TOTAL:	\$429.76

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8-29-2023

Submitter: Meagan Hillman, PH Director

Submitted to the County Administration Office on: 8-18-2023

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 the Transition Data Sharing Agreement between State of Colorado Department of Health Care Policy and Financing and Prowers County Public Health and Environment for the purpose of permitting the transfer of data from existing Case Management Agencies to serve Baca, Kiowa and Prowers counties and authorizing Meagan Hillman, Public Health Director to execute the Agreement.

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on: 8-18-2023

Additional Approvals (if required):

STATE OF COLORADO AGREEMENT FOR TRANSITION DATA SHARING

COVER AND SIGNATURE PAGE

State Agency Department of Health Care Policy and Financing	Contractor Prowers County Public Health and Environment
Agreement Performance Beginning Date The date this Agreement for Transition Data Sharing is signed by the Contractor	Agreement Expiration Date Execution of the Department's Case Management Agency (CMA) Contract with Contractor
Agreement Purpose Permit the transfer of data from the Department's existing case management agencies designated to serve Baca, Kiowa, and Prowers to Prowers County Public Health and Environment who will assume Case Management Agency (CMA) functions for Baca, Kiowa, and Prowers for the purposes of preparing the Contractor to begin work under its updated CMA contract prior to the execution of the Contract.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none">1. Exhibit A, HIPAA Business Associate Addendum2. Exhibit B, Statement of Work In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none">1. Exhibit A, HIPAA Business Associate Addendum2. The provisions of the other sections of the main body of this Agreement.3. Exhibit B, Statement of Work.	

THE CONTRACTOR AGREES TO THE TERMS OF THIS AGREEMENT

The person signing this Agreement represents and warrants that they are duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p style="text-align: center;">CONTRACTOR Prowers County Public Health and Environment</p> <p>By: _____</p> <p>Date: _____</p>

1. PARTIES

This Agreement is entered into by and between the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State," the "Department," or "HCPF") and Contractor named on the Cover Page for this Agreement (the "Contractor") (individually a "Party" and collectively the "Parties"). Contractor and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall be valid or enforceable upon the Agreement Performance Beginning Date shown on the Cover and Signature Page for this Agreement. Once Contractor has signed this agreement, the Department's acceptance of this agreement shall be documented by providing, or authorizing an existing Contractor to provide, the Department's Protected Health Information (PHI) and other information necessary for Contractor to begin the work described in Exhibit B.

B. Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Agreement Expiration Date shown on the Cover Page for this Agreement (the "Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms

The Parties may agree to extend the Term of this Agreement using an amendment. Except as modified by such amendment, the terms of this Agreement shall apply during the term of the Agreement, as extended through amendments.

D. Early Termination

The Parties agree that either Party may terminate this agreement by providing notice to the other Party.

3. STATEMENT OF WORK

The Contractor shall complete the requirements as described in this Agreement and in accordance with the provisions of Exhibit B.

4. PAYMENTS

The Department shall not be responsible to Contractor for any payments under this Agreement. The Department is providing access to information necessary for Contractor to begin performing its transition work described in Exhibit B as its sole obligation under this Agreement.

5. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, all information provided by the Department (the "State Records"), unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in Writing by the State. Contractor shall provide for the security

of all State Records in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Contractor shall provide for the security of such data according to the federal Health Insurance Portability and Accountability Act for all PHI, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Use, Security, and Retention

Contractor shall use, hold and maintain State Records in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Records wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Records and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Records, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Records.

C. Incident Notice and Remediation

If Contractor becomes aware of any unauthorized access or other event that is likely to result in unauthorized access to State Records (an "Incident"), it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or affiliates are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

D. Data Protection and Handling

Contractor shall ensure that all State Records in the possession of Contractor are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times.

E. Safeguarding PII

Contractor shall provide for the security of all Personally Identifying Information, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

6. BREACH OF AGREEMENT

In the event of a breach of this Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Agreement, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §7 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State.

7. REMEDIES

If the either Party is in breach of any provision of this Agreement and does not cure such breach, the other Party, following the notice and cure period in §6 and the dispute resolution process in §8 shall have all remedies available at law and equity.

8. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

9. GENERAL PROVISIONS

A. Assignment

Each Party's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the other Party, except that the Contractor may assign or transfer them to an affiliate with the same corporate ownership and the State may assign or transfer them to another agency within the State without consent. Any attempt at assignment or transfer in violation of this section shall be void. Any assignment or transfer of a Party's rights and obligations shall be subject to the provisions of this Agreement.

B. Binding Effect

Except as otherwise provided in §12.A., all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

C. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

D. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

E. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

F. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly signed by both Parties.

G. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

H. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §12.A., this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

J. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, affiliates, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §5 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or affiliates in violation of §5.

10. COLORADO SPECIAL PROVISIONS

A. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

B. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

EXHIBIT A, HIPAA BUSINESS ASSOCIATES ADDENDUM

This HIPAA Business Associate Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information (“PHI”). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and all other applicable laws and regulations, all as may be amended.

2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

- i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.
- i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
- iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

- b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

c. Impermissible Uses and Disclosures.

- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
- ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors.

- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions,

conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

- ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
 - iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.
- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
 - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
 - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
 - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
 - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

- iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- k. Audit, Inspection and Enforcement.
 - i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
 - ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.
- l. Appropriate Safeguards.
 - i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
 - ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
 - iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
 - iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.
- m. Safeguard During Transmission.
 - i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.
- n. Reporting of Improper Use or Disclosure and Notification of Breach.
 - i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
 - ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
 - iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
 - iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.
- o. Business Associate's Insurance and Notification Costs.
 - i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - A. loss of PHI data;
 - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
 - ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
 - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
 - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

p. Subcontractors and Breaches.

- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
- ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

q. Data Ownership.

- i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5 below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

- b. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

c. Notice of Changes.

- i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
- ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

d. Breach.

- i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
- ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
- ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

- e. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
 - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
 - iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
 - iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI

sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity

EXHIBIT B, STATEMENT OF WORK

1. PURPOSE OF DATA TRANSFER

- 1.1. The Department is providing permission for data sharing between the Contractor and outgoing agency contracted with the Department to provide Case Management Agency (CMA) activities under this Agreement so that Contractor may complete the following in relation to the transition of members to the Contractor under its amended contract:
 - 1.1.1. Early communication so that members know who to contact and who their case managers will be prior to November 1, 2023.
 - 1.1.1.1. Informing members of upcoming changes is a priority; members receiving information prior to November 1 is crucial for continuity of care.
 - 1.1.1.2. The Department will not be able to make the Care and Case Management (CCM) System and Bridge data available until November 1.
 - 1.1.2. Having the internal database system operating early to ensure readiness on November 1 for members who rely on services and supports.
 - 1.1.3. Prevent delays in providing services to members.
 - 1.1.4. Obtain outgoing Single Entry Point (SEP) and/or Community Centered Board (CCB) member information necessary to perform Contractor's work as a Case Management Agency (CMA).
 - 1.1.4.1. Service Provider names and information are not required to be entered Department systems. To ensure continuity of care, the outgoing agency's internal database will be the resource to confirm correct service provider information.
 - 1.1.5. Obtaining necessary member eligibility information to be able to perform contract compliance tasks such as DSS1s, schedules of contacts and who has an eligibility break live in the internal database system. These are report functions versus looking at each case file in the BUS or Bridge and will help predict work starting November 1.
 - 1.1.6. Obtaining data necessary to perform Release(s) Of Information (ROIs) in time to load that information into the internal database.
 - 1.1.6.1. The incoming CMA will operate under the "Powers County, Release of Information" from the prior contractor for a set period of time. This set period of time will be organized through the privacy officer at the Department.

2. DATA EXTRACTS INCLUDED IN THIS AGREEMENT:

- 2.1. Activities Extract
- 2.2. Alerts Extract
- 2.3. Care Givers Extract
- 2.4. Members Demographics Extract
- 2.5. Notes Extract
- 2.6. Program Extract

- 2.7. Service Plan Extract
- 2.8. Data-Document Control File
- 2.9. Any other extracts or files approved by the Department in writing
- 2.10. DD Delay Determination files
- 2.11. Member files and related data for State General Fund Programs
- 2.12. Any other data necessary to facilitate this transition

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 08/29/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 08/22/2023

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 Rental Agreement between Prowers County and RET Services for RET to rent the Vaqueros Building every Tuesday from 10 am to 3 pm beginning September 5, 2023, for a fee of \$50 per day, and authorizing Chairman Ron Cook to execute the document.

Justification or Background:

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

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

Approved by the County Attorney on: August 15, 2023

Additional Approvals (if required):

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

THANK YOU!

PROWERS COUNTY VAQUEROS BUILDING
2517 SADDLE CLUB DRIVE, LAMAR, CO 81052
RENTAL AGREEMENT

<p>Today's Date: <u>18-Aug-23</u></p> <p>Name: <u>RET Services LLC</u></p> <p>Address: <u>PO Box 653</u></p> <p><u>La Junta, CO 81050</u></p>	<p>Date(s) of Events: <u>Every Tuesday</u></p> <p><u>Beginning September 5, 2023</u></p> <p>Event Starts: <u>10:00</u> <input checked="" type="radio"/> am <input type="radio"/> pm</p> <p>Finish Time: <u>3:00 pm</u> <input type="radio"/> am <input checked="" type="radio"/> pm</p> <p>Phone: <u>719-468-4544</u></p>
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PROWERS COUNTY VAQUEROS BUILDING RENTAL AGREEMENT
WITH RET SERVICES LLC

Rental Agreement (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 their sole and absolute discretion.
2. The Commissioners reserve the right to modify any of the conditions as necessary, or terminate the Agreement, in their sole and absolute discretion, upon thirty (30) days' notice to the User.

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

Fees and deposits:

- a) A **non-refundable** fee of \$50.00 per day of use is due monthly upon User's receipt of an invoice from Prowers County.
- b) A damage deposit of \$75 will be included on the first invoice sent to User by Prowers County and held in reserves by Prowers County during this Agreement. **The damage deposit shall be utilized by the County, if at all, for cleanup of the rented premises and repair of damages to the 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 a regularly scheduled meeting of the Commissioners upon termination of this Agreement. **User will be personally liable for any expense for damage and/or cleanup in excess of the required deposit and an additional deposit may be required, as necessary, upon ten (10) days' notice to the User.**
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 clean-up costs that may occur in connection with the event; and assure payment, in full.

5. The User will not be charged for any canceled days, provided the User informs the Prowers County Administration Office of the cancellation within 24 hours.
6. Access to the facilities at any time other than stated on this form is not allowed unless prior approval is received from Prowers County.
7. Subleasing or charging additional fees to use the Fairground Facilities will not be permitted.
8. The User acknowledges that the 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 this Agreement, the 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 the 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.
9. This 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 provisions of this 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, to recover its costs and expenses therein incurred, including reasonable attorney's and expert witness fees.
10. Falsified or misleading information on this form may be cause for cancellation of this Agreement and forfeiture of security deposit and/or fees paid and may result in loss of future usage of the facility.
11. The User shall pay, in full, the required booking fee and damage deposit fee as established by the Prowers County Board of Commissioners. 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, 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.
12. The User shall be required to call for an on-site facility orientation with the Fairgrounds Caretaker no later than five (5) working days prior to the first 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 (719) 931-0034 and is available to schedule an orientation. 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.
13. 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, 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.
14. 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 two (2) times the actual costs. It is the User's responsibility to minimize non-emergency calls for service.

15. 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 including; portable generators, portable toilets, toilet paper and hand towel paper supplies, first aid supplies, etc.
16. 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 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 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 events end at 3:00 pm, unless previous authorization has been provided by Prowers County.
17. Prowers County assumes no responsibility for lost or stolen items.
18. **Alcohol is not allowed on the Fairgrounds at any time.**
19. **Building or grounds emergency call: (719) 931-0034 or (719) 336-8025.
Medical or safety emergency call: 911.**

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

Date: 18-Aug-23

Organization: RET Services LLC

Authorizing Agent Printed name: Shanna Riley-Clevenger, MA LPC

Authorizing Agent Signature: Shanna Riley-Clevenger

BOCC Chair: Ron Cook

Signature: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 08/29/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 08/22/2023

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 August 14, 2023, email poll approval of SMART – LE Workforce, Retention, and Tuition Grant application by the Prowers County Sheriff's Office for POST-Certified training totaling \$27,759, effective 01/01/2024 to 12/31/2025, and authorizing Undersheriff Sam Fief to submit the application online.

Justification or Background:

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

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

Approved by the County Attorney on: August 14, 2023

Additional Approvals (if required):

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

THANK YOU!

Colorado Division of Criminal Justice
Office of Adult and Juvenile Justice Assistance
2023 - SMART - LE Workforce, Retention, and Tuition Grant Program
Deadline: 8/16/2023

**Prowers County Sheriff's Office
Academy Cadets**

Jump to: [Organizational Details](#) [Questions / Statement of Work](#) [Tables \(Goals & Outcomes and Budget\)](#) [Documents](#)

\$ 0.00 Requested

Project Contact

Samuel Fief
sfief@prowerscounty.net
Tel: 7193368050

Additional Contacts

none entered

Prowers County Sheriff's Office

103 East Oak St
Lamar, CO 81052
United States

Telephone 7193368050
Fax
Web
EIN 846000796

Commissioner Chair

Tom Grasmick
tgrasmick@prowerscounty.net

Organizational Details [top](#)

1. Legal Entity Name

Enter the Legal Entity Name here. If your agency is a DBA, the Legal name will be different than the Applicant Name. If your agency is NOT a DBA, then the Applicant Name and Legal Entity Name will be the same.
Prowers County

2. Legal Entity Physical Address

Enter the Legal Entity Street Address, City, State, Zip + 4 (e.g. 700 Kipling Street, Suite 1000, Lakewood, CO 80215-8957)
301 S Main St, Lamar, Prowers, Co 81052

3. Are you a Colorado State Agency?

(e.g. Colorado Department of Revenue, Colorado Department of Corrections, Colorado Department of Public Safety, etc.)

- ☐ Yes
☒ No

4. Legal Entity County

Enter the County of your legal entity address
Prowers County

5. Entity's Fiscal Year End

December 31, 2023

6. Payment Mailing Address

This will be used to match entries in the state financial system, regardless of payment type (EFT vs Mail)

- ☒ Yes
☐ No

7. Is your agency a Law Enforcement Agency in a rural county or municipality with a population of fewer than 50,000 persons, wholly located either east of Interstate 25 or west of the continental divide.

- ☒ Yes
☐ No

8. Organization Type

- ☒ Colorado Law Enforcement Agency
☐ Tribal Law Enforcement Agency
☐ Third-party on behalf of a Law Enforcement Agency
☐ State Institution of Higher Education

Questions / Statement of Work [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #3.

Project Duration

1. Project Start Date

MM/DD/YYYY - Enter "01/01/2024" or a later date
01/01/2024

2. Project End Date

MM/DD/YYYY - Enter "12/31/2025" or an earlier date
12/31/2025

Project Type

3. Project Type

Questions below will be conditionally visible based on this response.

- ☒ LE Workforce, Retention, and Tuition Grant
☐ SMART Policing Grant

Primary Contact

4. Application Primary Contact: Name, Phone, email address

This is the individual that will be contacted during the review period, and will be notified of award decisions and next steps.
Samuel Fief, 719-336-8050, sfief@prowerscounty.net

Project Officials

5. Project Director: Name

Enter salutation, first, last, title, agency (e.g. Mrs. Sally Smith, Program Coordinator, ABC Company)
Samuel Fief, Undersheriff of Prowers County Sheriff's Office

6. Project Director: Email Address

Sfief@prowerscounty.net

7. Project Director: Phone Number

719-336-8050

8. Financial Officer: Name

Enter salutation, first, last, title, Agency (e.g. Mr. John Doe, Senior Accountant, ABC Accounting Services)
Paula Gonzales, Financial/Budget Officer, Prowers County

9. Financial Officer: Email Address

paula.gonzales@prowerscounty.net

10. Financial Officer: Phone Number

719-336-8030

11. Signature Authority: Name

Enter salutation, first, last, title, agency (e.g. Ms. Jane Austen, County Commissioner Chair, ABC Company).
Ron Cook, County Commissioner Chair, Prowers County

12. Signature Authority: Mailing Address

Street Address, City, State, Zip + 4 (e.g. 700 Kipling Street, Suite 1000, Lakewood, CO 80215-8957)
301 South Main St, Lamar, Colorado, 81052

13. Signature Authority: Email Address

rcook@prowerscounty.net

14. Signature Authority: Phone Number

719-336-8025

Statement of Work

15. Project Summary

When read separately from the rest of the application, this summary should serve as a succinct and accurate description of the proposed work.

We would like to obtain additional funding to send cadets or un-certified deputies to a POST Certified Law Enforcement Training Academy to obtain POST Certification with limited costs to the students, in hopes to retain and recruit cadets to be future POST certified staff.

16. Project Description

Describe your project that will be funded with a grant award in detail. This description should include a statement explaining your needs using local information and data if available.

In Prowers County, when we have an opening on the Patrol Division, we sometimes try to promote a detention deputy to send through academy. We are able to pay their detention deputy wages through the academy but they are responsible for the tuition which is sometimes very costly. Being able to partially sponsor an employee typically works well for us because we personally know the employee, we know their traits, and their characteristics, and we know their long term goals. The negative side of this is that we make ourselves short staffed on Patrol for up to 6 months waiting for the cadet to complete academy and become POST certified.

If there is not a current patrol position open, we are not typically able to send anybody to the academy. The normal trend for Detention Deputies is that they leave to go to another agency who sponsors them through the law enforcement academy and also pays their tuition fees. We are one of the only agencies in this area who don't pay a sponsored cadet's tuition. This funding opportunity, although it may not last long, will allow us the opportunity to send some of our quality detention staff to a law enforcement academy at little to no cost. This also allows us the opportunity to hire from within the agency immediately when a patrol position is open.

Normally, we lose jail staff to the local PD who sponsor them to become POST certified patrol officer. Last month we had a quality employee who was going through the local PD hiring process and he was given a conditional offer. The PD was going to sponsor him through Academy, pay his academy tuition, and pay his salary while he was in the academy. He has turned down the Police Department position hoping that we can send him to academy through our agency in the near future.

The current tuition costs for living on campus is approximately \$13,758.21 for 2023-2024 school year. In 2024-2025, it will likely be a little more for tuition so we estimated it will be around \$14,000.00. We will require the deputies to purchase their own equipment for the academy if it is not already provided by the agency.

17. Eligible Activities

Select all that Apply

- ☒ Recruit, Tuition, Train (P.O.S.T.-certified)
- ☐ Increase & Improve Training
- ☐ Improve Training (P.O.S.T. Board trainers)
- ☐ Continuing Education and Positive Relationships
- ☐ Child Care
- ☐ Cardiovascular and Other Health Screenings
- ☐ Partnership with Schools or Youth-Service Organizations

18. Eligible Activities

-answer not presented because of the answer to #3-

19. Recruitment & Retention

Describe how the grant would improve and support P.O.S.T.-certified and non-certified peace officer recruitment and retention.

This funding if approved, will allow us a rare opportunity to send un-certified employees, or new recruits, to a POST Certified Academy to advance their career in law enforcement. When we hire detention staff, we consistently hear that the long term goal is to become POST certified and work on Patrol. Providing staff with that opportunity to become certified will help retain current detention deputies, who are looking for an agency to send them through the academy.

Right now, there is a misconception in the Detention Division that there is not any opportunities for career advancement in the Detention Division. Detention staff feel that they become stagnant once they reach a certain position in the jail. Having this funding provides us the rare opportunity of advancing our employees and helping them take that next step in their career.

This grant will allow us to send one cadet or uncertified Deputy to a POST Academy in 2024, and another in 2025.

20. Improve Relationships

Describe how the project intends to improve relationships between law enforcement and the community.

A lot of staff who start in the Detention Division, have the long term goal to become POST certified. This will allow them to become POST certified at little to no costs for them. Currently out of our 10 Patrol staff, 6 have come from the Jail Division and were not POST certified when hired.

Providing local recruits and un-certified staff the opportunity to become POST Certified shows the community and our own staff that we have an invested interest in hiring locally from our own community, or from within our own agency, rather than hiring from the limited pool of quality POST certified officers in the State of Colorado. It also shows that we are interested in helping our staff advance in the career of

law enforcement.

People in the community tend to feel more comfortable when we hire local POST Certified deputies who they already know, and whom they have already had interactions with on a regular basis from school, work, church, youth activities, and other community events. This familiarity is important in building the relationship between our agency and the community we serve.

21. Increasing Diversity

-answer not presented because of the answer to #3-

Sustainability and Certification

22. Expand and Sustain

-answer not presented because of the answer to #3-

23. Compliance with State and Local Laws

- ☒ In Compliance
- ☐ Internal Review Needed

Tables (Goals & Outcomes and Budget) [top](#)

Goals & Outcomes

GOAL 1

Goal 1 Send 2 local recruits and/or un-certified staff to the OJC Law Enforcement Training Academy between January 1, 2024, and December 31, 2025. In hopes to recruit and/or retain quality employees who often leave to obtain POST certification for career advancement. We anticipate sending one in 2024, and sending the other in 2025.

Outcome 1.1

Outcome Recruit and/or retain 2 individuals who are able to complete the Law Enforcement Academy, challenge the POST Test, and maintain their POST training requirements throughout their employment.

Measurement By successfully completing a POST approved Law Enforcement Academy, by obtaining POST Certification, and by meeting the yearly required training to maintain certification in the State of Colorado.

Timeframe December 31, 2025.

Outcome 1.2

Outcome

Measurement

Timeframe

Outcome 1.3

Outcome

Measurement

Timeframe

GOAL 2

Goal 2

Outcome 2.1

Outcome

Measurement

Timeframe

Outcome 2.2

Outcome

Measurement

Timeframe

Outcome 2.3

Outcome

Measurement

Timeframe

GOAL 3

Goal 3

Outcome 3.1

Outcome

Measurement

Timeframe

Outcome 3.2

Outcome

Measurement

Timeframe

Outcome 3.3

Outcome

Measurement

Timeframe

Personnel: Budget & Budget Narrative Details

Personnel	Position Title and Name	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe To Be Paid By Grant Funds	OT - Annual Base Salary To Be Paid By Grant Funds	OT - Annual Fringe To Be Paid By Grant Funds	Total To Be Paid By Grant Funds (including overtime)	Budget Narrative and Justification
1		\$	\$		\$		\$ 0	\$ 0	\$	\$	\$ 0
2		\$	\$		\$		\$ 0	\$ 0	\$	\$	\$ 0
3		\$	\$		\$		\$ 0	\$ 0	\$	\$	\$ 0
4		\$	\$		\$		\$ 0	\$ 0	\$	\$	\$ 0
5		\$	\$		\$		\$ 0	\$ 0	\$	\$	\$ 0
6		\$	\$		\$		\$ 0	\$ 0	\$	\$	\$ 0
7		\$	\$		\$		\$ 0	\$ 0	\$	\$	\$ 0
8		\$	\$		\$		\$ 0	\$ 0	\$	\$	\$ 0
9		\$	\$		\$		\$ 0	\$ 0	\$	\$	\$ 0
10		\$	\$		\$		\$ 0	\$ 0	\$	\$	\$ 0
Total		\$ 0	\$ 0		\$ 0		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Non-Personnel: Budget & Budget Narrative Details

Budget Item	Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification
SUPPLIES & OPERATING			
S&O 1	Academy Cadet Tuition 1	\$ 13,759	Current tuition cost at OJC Law Enforcement Training Academy for 1 cadet living on campus in 2024. This cost is at this years tuition rate for OJC which is the nearest academy. This specific cadet will likely be a current employee Ernesto Maldonado Jr, who has a long term goal of becoming POST certified with our agency.
S&O 2	Academy Cadet Tuition 2	\$ 14,000	This is a projected OJC Law Enforcement Training Academy Tuition rate for 1 cadet living on campus in 2025. The current 2023-2024 tuition rate is 13,758.21 and costs are expected to be a little higher in 2024-2025.
S&O 3		\$	
S&O 4		\$	
S&O 5		\$	
S&O 6		\$	
S&O 7		\$	

S&O 8	\$
S&O 9	\$
S&O 10	\$
Supplies & Operating Total	\$ 27,759

TRAVEL

T 1	\$
T 2	\$
T 3	\$
T 4	\$
T 5	\$
T 6	\$
T 7	\$
T 8	\$
T 9	\$
T 10	\$
Travel Total	\$ 0

EQUIPMENT

E 1	\$
E 2	\$
E 3	\$
E 4	\$
E 5	\$
E 6	\$
E 7	\$
E 8	\$
E 9	\$
E 10	\$
Equipment Total	\$ 0

**CONSULTANTS/CONTRACTS
(PROFESSIONAL SERVICES)**

CC 1	\$
CC 2	\$
CC 3	\$
CC 4	\$
CC 5	\$
CC 6	\$
CC 7	\$
CC 8	\$
CC 9	\$
CC 10	\$
Consultants/Contracts Total	\$ 0

INDIRECT

I 1	\$
Indirect Total	\$ 0
Total	\$ 27,759

Documents [top](#)

Documents Requested *

Organizational Chart [Required if grant funds personnel]

Indirect Cost Rate [if applicable] - If the applicant agency
has an existing negotiated federal indirect cost rate (NICR)

Required? **Attached Documents ***

and is requesting indirect on this project, attach your NICR here.

Financial Management Questionnaire



[download template](#)

FMQ (Financial Management Questionnaire)

Audit

Other

[OJC LETA Projected COSTS 2023-2024](#)

Reconsideration Form

[download template](#)

* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 448003

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PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 08/29/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 08/22/2023

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 Small Dollar Amount Grant Agreement between Prowers County and Pueblo County on behalf of Southeast Colorado Opioid Response Settlement Region 19 totaling \$5,000 for fiscal year 2024, and authorizing Chairman Ron Cook to execute the document.

Justification or Background:

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

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

Approved by the County Attorney on: August 14, 2023

Additional Approvals (if required):

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

THANK YOU!

SMALL DOLLAR AMOUNT GRANT AGREEMENT

SMALL DOLLAR AMOUNT GRANT AGREEMENT (hereinafter "AGREEMENT") dated this ____ day of _____, 2023, made between _____ (hereinafter referred to as "Grantee") and Pueblo County, Colorado, (hereinafter referred to as "County") on behalf of the Southeast Colorado Opioid Response Settlement Region 19 (hereinafter referred to as "SECOR"). County and Grantee may individually be referred to as "Party", or collectively as "Parties".

WHEREAS, Grantee agrees to provide services for the promotion of prevention and education services related to the Opioid Epidemic for the Southeast Colorado Opioid Response Settlement Region 19; and

WHEREAS, County on behalf of SECOR agrees to fulfill the responsibilities and to pay Grantee for said services, as more fully defined below;

WHEREAS, Grantee is a member of the Southeast Colorado Opioid Response Settlement Region 19; and

WHEREAS, the parties have reached an agreement concerning the engagement of Grantee, the type of work to be performed, payment for the work, and related matters and now desire to set forth the same in writing.

NOW THEREFORE, in consideration of the promises and considerations herein contained, County and Grantee hereby agree as follows:

ENGAGEMENT OF SERVICES

County, on behalf of SECOR, hereby engages, and Grantee hereby accepts such engagement and is expected to undertake the promotion of opioid related prevention and education programs and upon all the terms and conditions set forth in this Agreement. Noncompliance may result in cancellation of the Contract by County, on behalf of SECOR.

SCOPE OF WORK AND ESTIMATED COST

The Scope of Work (or Work) to be performed by Grantee must be in compliance with approved undertakings related to the promotion of opioid prevention and education services as outlined in Exhibit A. Parties further agree that as Work commences, the Scope may change and, in such case, the parties agree to jointly prepare a written Amendment or an Addendum to this Agreement to reflect any such change, definition, and/or refinement as may occur and be agreed upon by both parties, after approval by the SECOR Board. Specifically, the parties agree that they will undertake such procedure if the Scope changes as a result of updates from the State regarding the Opioid settlement and related funds.

Based upon the information provided by Grantee, SECOR has awarded Grantee \$5,000.00 for the year following execution of this contract and payment shall be provided at the commencement of the contract and any unexpended funds remaining at the end of the contract term must be returned

to County for SECOR.

COMPENSATION

All costs shall be in the performance of the Work and not to exceed \$5,000.00. Administrative costs shall be actual costs and may not exceed ten (10) percent of the expended funds.

As the Work commences and proceeds, Grantee agrees to keep County informed if it anticipates the existence of any unexpended funds. Any unexpended funds existing at the termination of this agreement must be returned to the County for SECOR.

No Multi-Fiscal Year Obligation on County. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the County, contrary to Article X, § 20 Colorado Constitution or any other constitutional or statutory debt limitation. The obligations of the County under this Agreement are subject to annual appropriations made for that purpose. Additionally, the obligations of the County under this Agreement are subject to the continued funding pursuant to the State Contract.

ADDITIONAL RESPONSIBILITIES OF COUNTY

The County, at its sole cost and expense, shall cooperate with Grantee in all respects, including but not limited to, the provision of information pertaining to the Scope of Work to be performed by Grantee.

County designates Sabina Genesio, County Manager, to act as County representative(s) for the Work to be performed under this Agreement. Such person(s) shall have the authority to transmit instructions to Grantee through Grantee designated representative(s), to receive information, and to interpret and define County's policies and decisions with respect to all aspects of the Work covered by this Agreement.

ADDITIONAL RESPONSIBILITIES OF GRANTEE

Grantee agrees to perform Work with the same degree of care, skill and diligence as is ordinarily possessed and exercised in the same profession under similar circumstances. Grantee shall ensure that its subcontractors, if any, have the level of skill in the area commensurate with the requirements of the scope of services to be performed, and that any work performed by such subcontractors will comply with SECOR Policies. Grantee shall at all times serve the best interests of County in connection with such services and shall advise County when services it requests are not in the County's best interests.

Grantee designates _____ to act as Grantee's representative(s) for the Work to be performed under this Agreement. County acknowledges and understands that Grantee personnel involvement will be based on specific task needs.

Grantee agrees to undertake the following obligations during the term of this Agreement and perform such services in accordance with the terms of this Agreement. Grantee shall adhere to

principles of harm reduction when delivering all services.

INVOICING AND EXPENSE TRACKING

Full disbursement of monies will commence within fourteen (14) days of the execution of this agreement. The funds shall remain available to Grantee for six (6) months from the date of execution. At the termination of the six-month period, Grantee shall report all expended funds with details on costs for salary, administration, programming, marketing, equipment, or any other costs. Reports shall include all relevant receipts. Such reports shall be provided electronically to the following contacts for the County and SECOR:

Rose Pugliese
SECOR Facilitator
puglieselawfirm@gmail.com

Sabina Genesio
Pueblo County Manager
genesios@pueblocounty.us

AMENDMENTS

SECOR may, from time to time, request changes in the Scope of Services of the Grantee to be performed hereunder. Such changes that are mutually agreed upon by and between SECOR and the Grantee shall be incorporated in a written amendment to this agreement executed by County, on behalf of SECOR, and Grantee.

COMMENCEMENT AND COMPLETION

Grantee agrees to begin performance of the Work following disbursement of the funds. Thereafter, Grantee shall execute the Work with due diligence and the Work shall be completed in a timely manner commensurate with the tasks involved in Exhibit A, which Grantee has agreed to perform.

Grantee will take reasonable steps to mitigate the impact of any delay in performing the Scope of Work, even if it results from causes beyond the reasonable control or contemplation of Grantee. This Agreement shall remain in effect for six (6) months following the execution of this Agreement. Any extension of time or further award to Grantee by SECOR must be approved by the SECOR Board and shall require a written amendment or addendum to this Contract executed by the County, on behalf of SECOR, and Grantee.

CONFIDENTIALITY AND WORK PRODUCT

Grantee and County agree that all work product, including data gathered and reports generated pursuant to this engagement, are to be kept confidential between County and Grantee, except for disclosures required pursuant to SECOR. The parties agree that County and SECOR will be free under this contract to make any disclosure of information required by the Colorado Open Records Act. It is the expectation of County that much of the Work performed including data gathered and reports generated may become public records and at such time as the County and/or SECOR

makes the same public records then the obligation of confidentiality shall expire and be of no further force and effect as to those records made public by the County.

Grantee and County recognize and agree that any work product submitted by Grantee and any subcontractors in the performance of this Agreement are a part of the services rendered and are intended only for SECOR and County's use and benefit.

SUSPENSION OF WORK

Work under this Agreement may be suspended in accordance with the following provisions:

By County. Upon written notice to Grantee, SECOR, through the County, may suspend all or a portion of the Work under this Agreement if unforeseen circumstances make normal progress of the Work impracticable. Grantee shall be compensated for its reasonable expenses resulting from such suspension including the expenses of mobilization and demobilization, subject to the availability of grant funding. If any such suspension is greater than 30 days, then Grantee shall have the right to terminate this Agreement in accordance with the termination language provided herein.

By Grantee. Upon written notice to County, Grantee may suspend the Work if Grantee reasonably determines that circumstances not caused by Grantee substantially interfere with normal progress of the Work.

TERMINATION

This Agreement may be terminated as follows:

By County. (i) SECOR, through the County, may termination this Agreement for its convenience with 30 days' notice to Grantee, or (ii) for cause if Grantee materially breaches this Agreement through no fault of SECOR or County and Grantee neither cures such material breach nor makes reasonable progress towards cure within ten days after County has given written notice of the alleged breach to Grantee.

By Grantee. (i) For cause, if County materially breaches this Agreement through no fault of Grantee and County neither cures such material breach nor makes reasonable progress towards cure within ten days after Grantee has given written notice of the alleged breach to SECOR and County, or (ii) upon five days' notice if Work under this Agreement has been suspended by either County or Grantee in the aggregate for more than 30 days.

Payment Upon Termination. In the event of termination, Grantee shall perform such additional work at the direction of the SECOR and County as is reasonably necessary for the orderly closing of the Work. Grantee shall be compensated for all work performed prior to the effective date of termination, plus work required by SECOR and County for the orderly closing of the Work. All remaining funds shall be returned to County for SECOR within seven (7) days of termination of all Work.

INDEPENDENT CONTRACTOR

The parties understand and agree that Grantee shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of the County, and shall be responsible for, and obligated to pay on behalf of its employees, all withholding taxes, social security, unemployment, Workers' compensation, and/or other taxes and shall indemnify and hold the County harmless from and against any and all claims for the same period. Grantee acknowledges and agrees that all of its personnel are its employees only, and not employees or agents of the County for any purpose whatsoever, including for purposes of Workers' Compensation. Grantee has no authority to enter into contracts or other binding obligations on behalf of the County.

NOTICES

Any notices required or permitted under this Agreement shall be by personal delivery, electronic mail, or Certified Mail sent the United States Post Office at the addresses set forth below:

Notice to County

Pueblo County
ATTN: Sabina Genesio, County Manager
215 W. 10th St.
Pueblo, CO 81003-2810
E-Mail: genesios@pueblocounty.us

Notice to Grantee

Prowers County
ATTN: Administration
310 S. Main St. #215
Lamar, CO 81052
E-Mail: cityadmin@prowerscounty.net

GOVERNING LAW

This Agreement shall be construed and interpreted under the laws of the State of Colorado.

SEVERABILITY

In the event one or more, but not all, of the provisions of this Agreement are declared to be unlawful or unenforceable by a Court of competent jurisdiction, such determination shall not affect the legality or enforceability of the remainder of the terms and provisions of this Agreement.

BINDING

When executed by the parties hereto, this Agreement shall be a binding agreement and shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns. Neither party may assign this Agreement without the express written permission of the other party which permission may be denied for any reason, including an arbitrary reason.

DUPLICATES

This Agreement may be executed in duplicate original counterparts, each of which shall constitute an original but all which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and date first set forth above.

Grantee

BY:

Date _____

_____ County

BY:

Pueblo County Manager Date

Exhibit A

POTENTIAL OPIOID ABATEMENT APPROVED PURPOSES

I. TREATMENT

A. TREATMENT OF OPIOID USE DISORDER AND ITS EFFECTS

1. Expand availability of treatment, including Medication-Assisted Treatment (MAT), for Opioid Use Disorder (OUD) and any co-occurring substance use or mental health issues.
2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.
3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).
4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
6. Scholarships for certified addiction counselors.
7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.
8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to training relating to MAT and harm reduction.
9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.
11. Development of a multistate/nationally accessible database whereby health care providers can list currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis.

12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.
13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

B. INTERVENTION

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer, if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorder.
3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.
6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
7. Create school-based contacts whom parents can engage to seek immediate treatment services for their child.
8. Develop best practices on addressing OUD in the workplace.
9. Support assistance programs for health care providers with OUD.
10. Engage non-profits and faith community as a system to support outreach for treatment.

C. CRIMINAL-JUSTICE-INVOLVED PERSONS

1. Address the needs of persons involved in the criminal justice system who have OUD and any co-occurring substance use disorders or mental health (SUD/MH) issues.

2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
 - a. Self-referral strategies such as Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.
4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.
7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

D. WOMEN WHO ARE OR MAY BECOME PREGNANT

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.

3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.
4. Child and family supports for parenting women with OUD.
5. Enhanced family supports and child care services for parents receiving treatment for OUD.

E. PEOPLE IN TREATMENT AND RECOVERY

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
5. Engaging non-profits and faith community as a system to support family members in their efforts to help the opioid user in the family.

II. PREVENTION

F. PRESCRIBING PRACTICES

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing.
3. Continuing Medical Education (CME) on prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private information, including but not limited to:

- a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
6. Educating dispensers on appropriate opioid dispensing.

G. MISUSE OF OPIOIDS

1. Corrective advertising/affirmative public education campaigns.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug-abuse prevention efforts.
5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.
7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. Engaging non-profits and faith community as a system to support prevention.

H. OVERDOSE DEATHS AND OTHER HARMS

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

L. STAFFING AND TRAINING

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

M. RESEARCH

1. Funding opioid abatement research.
2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to OUD.
3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research expanded modalities such as prescription methadone that can expand access to MAT.

N. OTHER

1. Administrative costs for any of the approved purposes on this list.

3. Developing data tracking software and applications for overdoses/naloxone revivals.
4. Public education relating to emergency responses to overdoses.
5. Free naloxone for anyone in the community.
6. Public education relating to immunity and Good Samaritan laws.
7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

III. ADDITIONAL AREAS

I. SERVICES FOR CHILDREN

1. Support for children's services: Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

J. FIRST RESPONDERS

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Increase electronic prescribing to prevent diversion and forgery.

K. COMMUNITY LEADERSHIP

1. Regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.
2. Government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 08/29/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 08/22/2023

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 Base Gas Sales Agreement between Symmetry Energy Solutions, LLC, and Prowers County effective 9/1/2023 with month-to-month renewal, and authorizing Chairman Ron Cook to execute the document.

Justification or Background:

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

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

Approved by the County Attorney on: August 18, 2023

Additional Approvals (if required):

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

THANK YOU!



BASE GAS SALES AGREEMENT

This Base Gas Sales Agreement (this "**Base Contract**") is entered into as of 9/1/2023 (the "**Effective Date**") between Symmetry Energy Solutions, LLC, a Delaware limited liability company ("**Seller**"), and the Buyer as identified below for the sale and purchase of natural gas. Seller or Buyer may hereinafter be referred to individually as a "**Party**" and together as the "**Parties**." The Base Contract, along with the Transaction Confirmation (as defined below) governs all transactions that the Parties have entered into on or after the Effective Date for the purchase by Buyer of Gas from Seller (each, a "**Transaction**", collectively the "**Agreement**"). For the purposes of this Agreement, natural gas or "**Gas**" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane and used as fuel.

1. **Notices.** Any notice, request, claim, demand, Transaction Confirmation and other communication required under this Agreement must be provided in writing ("**Notice**") and, unless the method of delivery is expressly stated otherwise in this Agreement, will be sent either via U.S. mail, private courier service, facsimile, or electronic message to the applicable address listed below. In accordance with this Section, Buyer shall advise Seller of any changes or updates to its contact information for Notice purposes. Buyer's failure to provide timely updates to Notice information constitutes a waiver of any challenge to the adequacy of Notice provided by Seller via the contact information identified in this Section 1. Except as otherwise provided in this Base Contract, a Notice will be considered effective (a) on the date sent, if such Notice is sent by either Party via fax machine or electronic message, and (b) on the 2nd Business Day after the date such Notice is sent by either Party via U.S. mail or private courier service. "**Business Day**" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

Seller's Address:

9811 Katy Freeway, Suite 1400
Houston, TX 77024
Phone: (800) 495-9880

Seller's Address for Notices

(Same as above):

Attn: Legal
Email: legal@symmetryenergy.com
Attn: Contract Administration
Email: confirms@symmetryenergy.com

Seller's Address for Transaction Confirmations

(Same as above):

Attn: Contract Administration
Email: confirms@symmetryenergy.com

Buyer Other Information:

Federal Tax ID: _____
Other Tax ID: _____
Jurisdiction of Organization: TX

Company Type: ☐ Corporation ☐ Ltd. Partnership
☐ LLC ☐ Partnership
☐ LLP ☐ Governmental Authority

Buyer's Legal Name: Prowers County

Buyer's Address: 301 S. Main, Suite 215
City/State/Zip: Lamar, CO 81052
Phone:

Buyer's Address for Notices:

Attn: Mark Westhoff
Address: 301 S. Main, Suite 215
City/State/Zip: Lamar, CO 81052
Phone: (719) 336-8029
Email: mwesthoff@prowerscounty.net
Email:

Buyer's Address for Transaction Confirmations:

Attn: Mark Westhoff
Address: 301 S. Main, Suite 215
City/State/Zip: Lamar, CO 81052
Phone: (719) 336-8029
Email: mwesthoff@prowerscounty.net
Email:

Buyer's Address for Invoices:

Attn: Mark Westhoff
Address: 301 S. Main, Suite 215
City/State/Zip: Lamar, CO 81052
Phone: (719) 336-8029
Email: mwesthoff@prowerscounty.net
Email:

2. **Transaction Confirmations.** With respect to each Transaction, Seller shall sell and deliver, and Buyer shall purchase and receive, the Volume Commitment of the Gas at the Delivery Point(s) for the Delivery Period, and Buyer shall pay Seller the Contract Price. Before a Transaction becomes binding on either Party, Seller shall send a written confirmation of the terms of such Transaction (a "**Transaction Confirmation**") to Buyer via electronic message as soon as practical after the Parties reach agreement on such terms. A Transaction and the applicable Transaction Confirmation shall become binding on the Parties, (i) absent manifest error, automatically at 5:00 p.m., Central Standard Time, on the second Business Day following the day the Transaction Confirmation is sent to Buyer (the "**Confirm Deadline**"), unless a Party cancels the Transaction or disputes or revokes the Transaction Confirmation via electronic message to the other Party delivered prior to the Confirm Deadline or (ii) on the effective date of Buyer's execution and delivery to Seller of the unmodified Transaction Confirmation; whichever occurs first. The Transaction Confirmation (as defined herein) represents the Parties' final agreement regarding the specific terms of the Transaction and supersedes any prior oral or written agreements, understandings or promises relating to the Transaction. In the event of a conflict between the terms of the Agreement and Transaction Confirmation, the latter shall control for that relevant Transaction, except as to Sections 4 (Restrictive Orders), 8 (Performance Breach), 9 (Early Termination), 13 (Force Majeure), and 18 (Market Disruption) of this Agreement, which shall always govern and control. Any amendments or modifications to a Transaction Confirmation after the Confirm Deadline must be in writing and signed by both Parties.

3. **Transaction Terms.**

(a) Each Transaction Confirmation will specify, at a minimum, (i) the name of Buyer and Seller, (ii) Buyer's facility or account that is the subject of the Transaction (the "**Facility**"), (iii) the contract price for Gas (the "**Contract Price**"), (iv) any associated fees and charges applicable to the Transaction (collectively, the "**Additional Charges**"), (v) the primary term of the Transaction (the "**Initial Period**") and whether any automatic term renewals apply following the Initial Period (the term following the Initial Period, a "**Renewal Period**" and, together with the Initial Period, the "**Delivery Period**"), (vi) the point(s) where Seller will deliver the Gas to Buyer (the "**Delivery Point(s)**"), (vii) the Gas volumes Seller is obligated to deliver to and Buyer is obligated to receive at the Delivery Point(s) (the "**Contract Quantity**" or "**Volume Commitment**", such terms being used herein interchangeably), and (viii) whether such deliveries and receipts will be Firm or Interruptible (the "**Performance Obligation**"). If a Transaction Confirmation does not specify that a Renewal Period applies, but Seller continues to deliver and Buyer continues to receive Gas after the expiration of the Initial Period, then the Transaction will be deemed to automatically continue for a month-to-month Renewal Period under the terms of the Transaction Confirmation until terminated by either Party upon 30 days' Notice, except that (i) the Contract Price during each month of such Renewal Period will be a market price as reasonably determined by Seller and (ii) the Volume Commitment during each month of such Renewal Period will be (x) the quantity nominated by Buyer (or Seller on behalf of Buyer) or (y) Buyer's historical receipt of Gas at the Delivery Point(s) as determined by Seller ("**Buyer's Gas History**").

(b) Subject to prior credit approval by Seller, Buyer may elect to convert the Contract Price (if it is a floating price) for a portion of the Volume Commitment in a Transaction Confirmation (the "**Base Transaction Confirmation**") from a floating price to a fixed price (commodity, basis differential, or both). The fixed price (or fixed price component if both commodity and basis differential are not fixed) and the portion of the Volume Commitment subject thereof must be mutually agreed upon by the Parties and the terms of any such agreement will be set forth in a separate fixed price Transaction Confirmation (a "**Fixed Price Transaction Confirmation**"). Unless otherwise specifically provided for in the Fixed Price Transaction Confirmation, all other terms and conditions of the Base Transaction Confirmation including, but not limited to Additional Charges will continue to apply.

(c) If a Transaction Confirmation specifies (i) a fixed price or a first-of-month (FOM) index price as the Contract Price and (ii) the Volume Commitment as 100% of Buyer's Gas requirements at the Delivery Point(s), then the following provisions will apply: (a) Buyer acknowledges and understands that Seller utilizing Buyer's Gas History for purposes of determining the Contract Price, Volume Commitment, and Gas services to Buyer's Gas requirements for the Delivery Period; and (b) in the event of any material variance (hereby defined as plus/minus 10% or greater) between Buyer's actual Gas at the Delivery Point(s) and Buyer's Gas History results in variance charges, incremental Gas purchase or sales, penalties, damages, or other costs and expenses, then such amounts will be reimbursed by, or passed through to, Buyer.

(d) If a Transaction Confirmation is subject to (i) a Renewal Period and (ii) a fixed price with respect to all or part of the Volume Commitment for any month during the Renewal Period, as applicable, then in effect, then the Delivery Period of the Transaction Confirmation will be deemed to have been extended through and including the last calendar month of the Renewal Period in which all or part of the Volume Commitment for any month occurring during such Renewal Period is subject to a fixed price.

4. **Restrictive Orders.** The Parties acknowledge that an operational flow order, curtailment order, critical notice, or other governmental or Transporter directive concerning actual or potential limits or restrictions on the transportation, delivery, receipt, and/or use of Gas to, by, or for Seller, Buyer, or its affiliates (the "**RO Gas**") or otherwise may occur (a "**Restrictive Order**") with little to no advance notification. Each Party will comply with and take all commercially reasonable

actions necessary to mitigate the impact of such Restrictive Order, and any charges or penalties assessed by a governmental authority or Transporter will be borne by the Party who failed to mitigate or comply with such Restrictive Order. A Restrictive Order may require, or may result in the need for (as reasonably determined by Seller), Seller to sell RO Gas to Buyer at a price subject to then-current market pricing, which may differ from the Contract Price set forth in an affected Transaction, and any such RO Gas will be priced and invoiced to Buyer (including any charges or penalties applicable thereto) as reasonably determined by Seller and paid by Buyer in accordance with Section 5. Seller shall deliver or receive RO Gas on a commercially reasonable basis, including subject to available transportation. For the avoidance of doubt, RO Gas will not be priced at the Contract Price and is not counted towards or subject to the Volume Commitment or Buyer's full requirements of, the affected Transaction. If Buyer fails to comply with a Restrictive Order, Buyer shall be responsible for compensating Seller for Gas, at pricing reasonably determined by Seller, to provide RO Gas or otherwise cover Buyer's receipt or use of Gas. Notwithstanding anything herein, if because of any Restrictive Order Seller is unable to deliver or Buyer is unable to receive all or a portion of the applicable Volume Commitment, then Seller will have no obligation to credit to or repurchase from Buyer any portion of such Volume Commitment. For the purposes of this Agreement, a "Transporter" is the Gas gathering or pipeline company, or local distribution company, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point(s) specified in a Transaction Confirmation.

5. Invoicing and Payment. Seller will invoice Buyer on a monthly basis for all Transactions in effect during the preceding month based on the Contract Price, Volume Commitment and Additional Charges, if any, set forth in the respective Transaction Confirmations. Buyer will pay Seller the full invoice amount in accordance with the payment instructions set forth on the invoice within 10 days of the invoice date (the "**Payment Due Date**"); *provided, however*, that if the Payment Due Date falls on a non-Business Day, the Payment Due Date shall be the following Business Day; *provided, further, however*, if Buyer, in good faith, disputes the invoice amount, Buyer will pay the undisputed amount of the invoice by the Payment Due Date and provide a dispute Notice, including written documentation with reasonably fully particulars to support the disputed amount, within 10 days following the Payment Due Date or else waive the right to challenge the invoice amount. If Buyer fails to pay any undisputed invoiced amounts or provide written documentation with reasonably fully particulars to support any disputed amount by the Payment Due Date, Seller may charge and collect from Buyer a late fee equal to the lesser of 1½% of the outstanding balance per month (compounded monthly) or the maximum interest rate allowed by law. Notwithstanding any other provision herein, the aggregate interest rate charged with respect to any amounts payable hereunder, including all charges or fees in connection therewith deemed in the nature of interest under applicable law, shall not exceed the highest rate permitted by applicable law. It is the intention of the parties to conform strictly to any applicable usury laws. Accordingly, if any party contracts for, charges, or receives any consideration which constitutes interest more than the highest rate permitted by applicable law, then any such excess shall be cancelled automatically and, if previously paid, shall at such party's option be (i) applied to any outstanding amounts due hereunder from or (ii) refunded to the other party. Buyer will pay Seller for all costs and expenses incurred by Seller (including reasonable attorneys' fees) to collect any past due invoiced amounts. Buyer will be responsible for and pay all taxes and fees assessed by governmental entities on the purchase and sale of Gas hereunder (including any gross receipts taxes and franchise fees). If Buyer is entitled to a tax exemption, Buyer shall provide Seller with any necessary documentation of such exception. All invoices and associated payments are final unless either Party disputes the accuracy of such invoice(s) or payment(s) in writing, with reasonably full particulars to support such dispute, within two (2) years after the invoice date (or later if applicable Transporter tariff provisions allow).

6. Measurement. The Gas quantities used for invoicing purposes will be the Gas quantities as measured during the invoice period by the applicable Transporter operating the Gas metering equipment at the Delivery Point(s) as ultimately determined and reported by the Transporter (the "**Measured Volumes**"). In the event the Measured Volumes are not reported by the Transporter before Seller's invoice date, the Gas quantities at the Delivery Point(s) for that invoice will be estimated by Seller and such estimated quantities will then be adjusted to the applicable Measured Volumes on Seller's next invoice after such Measured Volumes are reported by the Transporter. For any invoice period during which Gas is delivered by Seller to Buyer under two or more Transactions to the same Delivery Point(s), Seller will apply the Measured Volumes for invoicing purposes in the following order (and therein all in ascending date order): (i) FM Gas, (ii) RO Gas, (iii) fixed price, (iv) index price, and then (v) market rate.

7. Credit Terms. Buyer must meet Seller's creditworthiness standards at all times. Buyer will provide to Seller, as Seller may reasonably request from time to time, sufficient information to enable Seller to determine Buyer's creditworthiness, including, but not limited to, financial statements and trade references. If Buyer does not at any time meet Seller's creditworthiness standards Seller may require that Buyer provide sufficient credit support for Buyer's payment obligations under this Agreement, in the form and amount, for a term, and from an issuer (as the case may be) reasonably acceptable to Seller. Any credit support subject to an expiry date and which is not renewed or renewable by the issuer must be replaced with adequate credit support meeting the requirements hereof and provided to Seller prior to the expiration of the expiring credit support. Buyer authorizes Seller to obtain Buyer's Gas usage data and credit history from any Transporter serving Buyer's Facilities and appoints Seller as its agent solely for the purpose of obtaining such usage data and credit history. Each Party agrees that this Section 7 supersedes and replaces in their entirety any requirements of law relating to assurance of future performance, including without limitation Article 2 of the Uniform Commercial Code.

8. Performance Breach. As used in this Agreement, "**Firm**" means that either Party may interrupt its performance without liability only to the extent that such performance is excused by a Force Majeure Event or the action(s) or inaction(s) of the other Party, and "**Interruptible**" means that either Party may interrupt its performance at any time for any reason without liability. Except as provided in Section 9, and unless a different remedy for breach of a Firm obligation is specified in a Transaction Confirmation, the sole and exclusive remedy of the Parties in the event of a breach of a Firm obligation is, in addition to the payment or reimbursement of any Transporter imbalance charges or penalties caused by such breach, as follows: (a) in the event of a breach by Seller on any day, Seller shall pay Buyer an amount (that amount, "**Seller's Cover Payment**") equal to the difference between the Volume Commitment for that day and the quantity of Gas delivered to the Delivery Point(s) during that day, multiplied by the positive difference, if any, obtained by subtracting the Contract Price from a daily index price reflecting then-current market conditions that correlate to the location of the most relevant supply pool, as determined by Seller in a reasonable manner (the "**Daily Spot Price**"); and (b) in the event of a breach by Buyer on any day, Buyer shall pay Seller an amount (that amount, "**Buyer's Cover Payment**") equal to the difference between the Volume Commitment for that day and the quantity of Gas received at the Delivery Point(s) during that day, multiplied by the positive difference, if any, obtained by subtracting the Daily Spot Price from the Contract Price. Seller will apply a credit in the amount of Seller's Cover Payment, if any, and a charge in the amount of Buyer's Cover Payment, if any, in the invoice(s).

9. Early Termination.

(a) Either Party may (i) terminate a Transaction if (x) the other Party breaches a Firm obligation with respect to such Transaction for a period of more than 30 consecutive days regardless of whether such failure is excused, in whole or in part, by a Force Majeure Event or (y) the Facility or Delivery Point(s) that are the subject of the Transaction are served by a Transporter and become ineligible for transportation service by such Transporter regardless of whether such ineligibility is excused, in whole or in part, by a Force Majeure Event, and (ii) terminate this Agreement and all Transactions then in effect if the other Party or its guarantor (if any) files or has filed against it a petition for relief under the United States Bankruptcy Code or similar state law for the protection of creditors, or otherwise becomes bankrupt or insolvent, has a receiver or similar official appointed with respect to it or substantially all of its assets, makes an assignment or any general arrangement for the benefit of creditors, or is unable to pay its debts as they fall due.

(b) Seller may terminate this Agreement and all Transactions then in effect if Buyer or its guarantor (if any): (i) fails to pay any invoice amount not subject to a Dispute Notice provided pursuant to Section 5 on or before 15 days following the Payment Due Date, if such failure is not excused or cured within 5 business days after written Notice thereof from Seller; (ii) fails to provide credit support in accordance with Section 7 on or before the end of the 2nd Business Day following Seller's request; (iii) fails to perform or maintain in full force and effect any obligation owed to Seller with respect to any credit support provided under Section 7; or (iv) makes any representation or warranty that was false or misleading in any material respect when made or when deemed made or repeated, or if any representation or warranty becomes untrue or incorrect in any material respect.

(c) The Party having the right to terminate under this Section (the "**Non-Defaulting Party**") may give Notice of termination to the other Party (the "**Defaulting Party**"), and such termination will be effective upon the date of the Notice, unless a later termination date is designated in the Notice, in which case the termination will be effective upon such later termination date, which later date must be no later than 20 days after the date of the Notice (the effective date of the termination, the "**Early Termination Date**"). To the extent the right to terminate under this Section has occurred and is continuing, the Non-Defaulting Party may also immediately suspend all delivery, receipt, and payment obligations owed under the Terminated Transactions.

10. Early Termination Damages.

(a) If one or more Transactions will be terminated pursuant to Section 9 (the "**Terminated Transactions**"), the Non-Defaulting Party will, as soon as reasonably practicable after the Early Termination Date, liquidate and accelerate the outstanding Volume Commitments under each Terminated Transaction (the sum thereof, the "**Outstanding Volumes**") as of the Early Termination Date at a market price for similar transactions at the affected Delivery Point(s), as determined by the Non-Defaulting Party in a commercially reasonable manner (the "**Market Price**"). If the product of the Outstanding Volumes multiplied by the Market Price (that product, the "**Market Value**") is greater than the product of the Outstanding Volumes multiplied by the Contract Price (that product, the "**Contract Value**"), then the difference between them, as discounted by the Non-Defaulting Party to present value in a commercially reasonable manner as of the Early Termination Date, (the "**Liquidated Damages**") will be owed by Seller to Buyer and, if the Contract Value is greater than the Market Value, then the Liquidated Damages will be owed by Buyer to Seller.

(b) The Non-Defaulting Party will, as soon as reasonably practicable after determining the Liquidated Damages, (i) net or aggregate, as appropriate, the Liquidated Damages against or with (A) all outstanding payment obligations owed

between the Parties under the Terminated Transaction(s) as of the Early Termination Date (including any Buyer Cover Payment or Seller Cover Payment) for which payment has not been received, (B) any and all costs and penalties imposed by a Transporter or other third party on the Non-Defaulting Party as a result of the early termination, (C) all reasonable, out-of-pocket costs and expenses incurred by the Non-Defaulting Party in connection with terminating and liquidating the Terminated Transactions, including but not limited to, any brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by the Non-Defaulting Party either in terminating any arrangements undertaken to hedge its obligations under the Terminated Transactions or in entering into new arrangements to replace the Terminated Transactions, and (D) any and all costs and expenses incurred by the Non-Defaulting Party (including reasonable attorney fees and court costs, if any) to collect any amounts due, or in connection with enforcing its rights, hereunder, so that all such amounts are netted or aggregated to a single liquidated amount payable by one Party to the other (the "**Net Settlement Amount**") and (ii) notify the Defaulting Party of the Net Settlement Amount. The Party owing the Net Settlement Amount shall pay it in full to the other Party within 15 days after the date of that Notice. Interest on any unpaid portion of the Net Settlement Amount will accrue from the date due until the date of payment at the rate set forth in Section 5.

11. **Risk of Loss, Indemnification and Disclaimer of Implied Warranties.** For each Transaction, title to and risk of loss for the Gas will pass to Buyer at the Delivery Point(s). Seller shall indemnify Buyer and save it harmless from all losses, liabilities, damages and demands including reasonable attorneys' fees and costs of court ("**Losses**") arising from or out of claims of personal injury, including any wrongful death action, or property damage from said Gas (collectively, the "**Claims**") that attach before title to said Gas passes to Buyer, and Buyer will indemnify Seller and save it harmless from all Losses arising from or out of Claims that attach at and after title to said Gas passes to Buyer. If Buyer is a governmental entity, these indemnity obligations will only apply to the extent permitted by applicable law. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THE IMMEDIATELY PRIOR SENTENCE, SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, WHETHER STATUTORY OR COMMON LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. **Assignment.** Neither Party may assign this Agreement, in whole or in part, without the other Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, except that either Party may assign this Agreement after Notice to the other Party, *provided that*: (a) in the case of an assignment by Seller, such assignment is (i) to an Affiliate or a successor resulting from a merger or the acquisition of all or substantially all of Seller's assets or equity or (ii) an assignment, transfer, encumbrance or pledge of this Agreement, or the accounts, revenues or proceeds hereof, in connection with any financing or other financial arrangements; and (b) in the case of an assignment by Buyer, (i) such assignment is to an Affiliate or a successor resulting from a merger or the acquisition of all or substantially all of Buyer's assets or equity and (ii) such Affiliate or successor meets Seller's creditworthiness standards as determined by Seller prior to any such assignment taking effect. In no event may either Party sever a Transaction, or any portion of its rights or obligations to receive or deliver Gas under a Transaction, from this Agreement and transfer such Transaction or such rights or obligations separately from the remainder of the Transaction or this Agreement without the express written consent of the other Party. Notwithstanding any assignment hereunder, the assigning Party shall be liable for all obligations incurred or arising under this Agreement prior to the effective date of an assignment otherwise permitted under this Section 12 (the "effective date" of an assignment shall be the date on which the assignee expressly agrees to accept and assume this Agreement and all corresponding obligations from the assigning Party arising as of such date). As of and after the effective date of such permitted assignment, the assignee shall become liable for all obligations arising hereunder to the same degree and to the same extent as if the assignee was the original Party to this Agreement, the assigning Party shall be released from any further obligations hereunder, and the assignee shall become known as "the Buyer" or "the Seller", as appropriate, under this Agreement on and from said effective date. For the sake of clarity, unless otherwise agreed to in writing by the other Party, the assigning Party will remain liable for all obligations incurred hereunder prior to the effective date of any assignment. Any attempted assignment in violation of this Section will be null and void and without effect. This Agreement will be binding on the Parties' respective permitted successors and assigns. "**Affiliate**" means an entity that controls, is controlled by, or is under common control with, the assigning Party. "**Control**" of any entity means ownership of at least fifty percent of the voting power of the entity.

13. **Force Majeure.**

(a) If either Party is prevented or delayed as a result of a Force Majeure Event from performing, in whole or in part, one or more of its obligations under a Transaction and such Party (the "**Claiming Party**") uses commercially reasonable efforts to give Notice of the Force Majeure Event to the other Party or to the other Party's representative or agent, then from the date the Force Majeure Event commenced and to the extent and for the duration thereof, the Claiming Party will be excused from the performance of its obligations with respect to such Transaction, and shall not be liable for any delay or failure in performing such obligations, if and to the extent that such failure or delay is a result of such Force Majeure Event (other than the obligation to make payments that are otherwise due and payable under this Agreement), including, without limitation, any obligation to deliver the full Volume Commitment and any obligation to deliver the Volume Commitment or Buyer's full requirements at the Contract Price. The Claiming Party's Notice of such Force Majeure Event may initially provide

Notice verbally, but will provide written Notice with reasonable detail of the Force Majeure Event as soon as reasonably practicable. The Claiming Party will use commercially reasonable efforts to remedy the failure or delay to perform as a result of the Force Majeure Event; *provided, however*, (A) Seller is not obligated to deliver, and Buyer is not obligated to receive, Gas under a Transaction at points other than the Delivery Point(s) thereunder; (B) neither Party is required to use extraordinary efforts or incur extraordinary costs to avoid or resolve the Force Majeure Event or its impacts; (C) a Force Majeure Event shall not extend the Delivery Period of any Transaction; (D) Seller is not obligated to procure Gas from alternate sources, such as storage; and (E) neither Party is obligated to make up any quantity of Gas it would otherwise have been obligated to sell or purchase, as the case may be, during any period in which a Force Majeure Event was validly claimed.

(b) In the event of a Force Majeure Event, Seller has the right to reduce the quantity of Gas it is obligated to deliver and allocate Seller's Gas Supply as Seller determines in its sole discretion across its customers, including Buyer. **"Seller's Gas Supply"** means Gas acquired by or on behalf of Seller from a third-party supplier or suppliers, whether individually or on an aggregated basis, on a regional, pipeline or geographic basis (as determined solely by Seller in the conduct of its regular business), and from which Seller allocates quantities to be used by Seller to fulfill, in whole or in part, the monthly Volume Commitment (or any daily proration thereof) specified in a Transaction; *provided, however*, unless otherwise expressly agreed to in a Transaction that also specifically memorializes any agreed upon monetary consideration or fees paid therefor by Buyer to Seller, 'Seller's Gas Supply' excludes Gas in any type of storage, imbalance account or any incremental or balance-of-month Gas purchased by or on behalf of Seller in the daily spot market. A Force Majeure Event may require, or may result in the need for (as reasonably determined by Seller), Seller to sell Gas to Buyer ("**FM Gas**") at a price subject to then-current market pricing, which may differ from the Contract Price set forth in an affected Transaction, and any such FM Gas will be priced and invoiced to Buyer (including any charges or penalties applicable thereto) as reasonably determined by Seller and paid by Buyer in accordance with Section 5. Seller shall deliver or receive FM Gas on a commercially reasonable basis, including subject to available transportation. For the avoidance of doubt, FM Gas will not be priced at the Contract Price of, and is not counted towards or subject to the Volume Commitment or Buyer's full requirements of, the affected Transaction. If Buyer receives Gas during a Force Majeure Event, Buyer will be responsible for compensating Seller for Gas, at pricing reasonably determined by Seller, to provide FM Gas or otherwise cover Buyer's receipt or use of Gas. During a Force Majeure Event, Seller's ability or efforts to source Gas or otherwise cover Buyer's receipt of Gas shall not affect Seller's ability to invoke or the validity of a Force Majeure Event or benefit from the rights set forth in this Section. Notwithstanding the foregoing, if as a result of a Force Majeure Event Seller is unable to deliver or Buyer is unable to receive all or a portion of the applicable Volume Commitment, then Seller will have no obligation to credit to or repurchase from Buyer any portion of such Volume Commitment.

(c) **"Force Majeure Event"** means an event or circumstance, whether of the kind described herein or otherwise, that prevents or delays the Claiming Party from performing, in whole or in part, one or more of its obligations under a Transaction, which event or circumstance is not within the reasonable control of, does not result from the negligence of, and would not have been avoided or overcome by the exercise of reasonable diligence by, the Claiming Party. Subject to the foregoing sentence, Force Majeure Events include, but are not limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells, Gas processing facilities, lines of pipe or appurtenant facilities; (iii) interruption, termination and/or curtailment of Firm transportation (including but not limited to Restrictive Orders, pipeline capacity allocations, unscheduled maintenance, pipeline interconnect issues or other similar problems); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation (including but not limited to a tariff regulation in a Transporter's tariff). Unless otherwise specified in a Transaction, the term "Firm" in the preceding sentence means Seller's utilization in its sole discretion of firm service agreement(s) with Transporter(s) under which the Delivery Point(s) is not a specified primary point for the delivery of Gas. Neither Party shall be entitled to the provisions of this Section 13 to the extent the Party claiming Force Majeure failed to remedy the condition and to resume performance under this Agreement with reasonable dispatch; *provided, however*, that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the Party experiencing such event.

14. **Limitation of Liability**. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH

NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

15. Forward Contract. The Parties agree that this Agreement, and each Transaction and Transaction Confirmation entered into under this Agreement, constitutes a "forward contract," that Seller and Buyer are each "forward contract merchants" and that this Agreement constitutes a "master netting agreement," in each case within the meaning of the United States Bankruptcy Code.

16. Dodd-Frank Transaction Classification. Each Party represents as of each time it enters into a Transaction that the Transaction qualifies for either (a) the forward contract exclusion as set forth under Section 1a(47)(B)(ii) of the Commodity Exchange Act or (b) the trade option exemption as set forth under 17 C.F.R. Section 32.3(a). Each Party will promptly give Notice to the other Party if the foregoing representation becomes incorrect or misleading. If a Transaction is subject to any governmental reporting requirements, including but not limited to any reporting requirements of the Commodity Futures Trading Commission enacted under Title 7 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, each Party will provide the other Party any information reasonably requested by such other Party to enable it to comply with those requirements.

17. Buyer Representations. Buyer represents and warrants to Seller, as of the Effective Date and the date of each Transaction Confirmation, that it (a) is acting for its own account; (b) has made its own independent decision to enter into this Agreement and each Transaction and as to whether this Agreement and each such Transaction is appropriate or proper for it based upon its own judgment; (c) is not relying upon the advice or recommendations of Seller in entering into this Agreement and each Transaction; (d) is capable of assessing the merits of and understands and accepts, the terms, conditions and risks of this Agreement and each Transaction; (e) understands that information and explanations of the terms of each Transaction will not be considered investment or trading advice or a recommendation to enter into that Transaction; (f) understands that no communication (written or oral) received from Seller will be deemed to be an assurance or guarantee as to the expected results of a Transaction; (g) this Agreement and each Transaction Confirmation has been executed by its duly authorized representative; (h) the execution, delivery and performance of the Agreement and each Transaction are within its powers, have been duly authorized by all necessary action, and do not violate any terms and conditions in its governing documents, any contracts to which it is a party or any law applicable to it; and (i) understands that Seller is not acting as a fiduciary or agent for or an advisor to it in respect of this Agreement or any Transaction.

18. Market Disruption. If a Market Disruption Event has occurred, then either Party may give Notice thereof to the other Party specifying in reasonable detail the event that has occurred constituting a Market Disruption Event. Upon the giving of such Notice, the Parties will negotiate in good faith to agree on a replacement price for the Index Price (or on a method for determining a replacement price for the Index Price) for the Affected Period. An "**Affected Period**" is any part of the Delivery Period under a Transaction affected by the Market Disruption Event. If the Parties have not agreed on or before the second Business Day following the date of the Notice of the occurrence of the Market Disruption Event, then the replacement price for the Index Price will be determined within the next two following Business Days with each Party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of natural gas for the Affected Period of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point(s). Once the Parties obtain the quotes, the following methodology shall be used to determine the replacement price for the Index Price: (i) if each Party obtains two quotes, the arithmetic mean of the quotations, excluding the highest and lowest values, shall be utilized; (ii) if one Party obtains two quotes and the other Party only obtains one quote, the highest and lowest values shall be excluded and the remaining quotation shall be utilized; (iii) if both Parties each obtain one quote, the arithmetic mean of the quotations shall be utilized; or (iv) if only one Party is able to obtain a quote, the obtained quotation should be utilized. For the purposes of the foregoing sentence, if more than one quotation is the same as the other quotation, and such quotations are the highest and/or lowest values, only one of the quotations shall be excluded. "**Index Price**" means the price or a factor of the price, based on a specified published index, agreed to in a Transaction as the Contract Price. "**Market Disruption Event**" means, relating to an Index Price in a Transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Index Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) a market abnormality, anomaly or other occurrence, other than during or caused by a Force Majeure Event, which causes the Index Price to no longer be reflective of the market price of Gas for the relevant market in the geographic area in which the Delivery Point(s) is located.

19. Dispute Negotiations. Any dispute, controversy, or Claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof, including a dispute of the invoice amount as contemplated by Section 5 (a "**Dispute**") must be sent in writing to the other Party ("**Dispute Notice**"). The Parties shall first attempt in good faith to resolve any

Dispute set forth in the Dispute Notice by negotiation and consultation between the Parties, including not fewer than two negotiation sessions attended by an authorized representative of each Party. Any third-party energy manager or consultant of Buyer will not be deemed to be an authorized representative of Buyer for purposes of this Section unless Buyer expressly specifies such in writing to Seller. In the event the Parties are unable to resolve such Dispute within sixty (60) days of the date of the Dispute Notice for whatever reason, then either Party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Agreement.

20. Governing Law & Forum Selection. This Agreement is to be construed and governed by the laws of the State of Colorado, exclusive of its choice of law rules. The Parties agree that the exclusive jurisdiction for any Dispute or litigation arising out of or relating to this Agreement shall be in a Texas District Court in Harris County, Texas or the United States District Court for the Southern District of Texas. The Parties waive any objection to jurisdiction and venue which the Parties otherwise may have to this venue for any such lawsuit.

21. Miscellaneous. This Agreement and its terms are considered confidential by each Party and may not be disclosed to third parties except to the extent disclosure is necessary for its implementation or otherwise required by law, and except to such Party's or its Affiliates' employees, auditors, lawyers or other agents or advisors or prospective lenders, investors or purchasers of all or substantially all of such Party's assets or any of its rights under this Agreement, provided such persons are required to keep the information that is disclosed in confidence. No delay in exercising, waiver, or forbearance of any provision of this Agreement will be held to be a waiver or forbearance or require a waiver or forbearance of such provision in the future. Any portion of this Agreement which may be deemed to be unenforceable or illegal will not affect the enforceability or legality of its remaining terms. This Agreement will not be construed as creating any third-party beneficiaries hereof. Any and all amounts payable by either Party under this Agreement will be in U.S. dollars. This Agreement shall be deemed to have been drafted by both Parties. Both Parties obtained advice from competent counsel before executing this Agreement. This Agreement and each Transaction Confirmation may be executed in one or more counterparts. Delivery of an executed counterpart by facsimile or electronic mail in portable document format (.pdf) shall have the same effect as delivery of an executed original. Seller certifies that it is not currently engaged in, and covenants that it will not, for the duration of this Agreement, engage in a Boycott of Israel.

22. Entire Agreement, Amendment and Construction. This Agreement constitutes the entire agreement between Buyer and Seller and supersedes any and all prior written or oral agreements and promises regarding the subject matter herein. This Agreement and all binding Transaction Confirmations (including any amendments to any of the foregoing) will be construed as a single integrated agreement. This Agreement cannot be amended except by written instrument signed by both Parties.

23. Agreement Termination. This Agreement may be terminated upon the earlier of: (a) by either Party upon the expiration of 30 days' prior Notice to the other Party if no Transactions are in effect and no obligations thereunder are outstanding, (b) automatically and without further action by the Parties, 2 years after the Effective Date if no Transactions are in effect and no obligations thereunder are outstanding, and (c) as otherwise set forth in this Agreement. Sections 6, 11, 12, 15 and 20 through 24 will survive any termination of this Agreement and continue in effect until the rights and obligations therein have been satisfied. It is further agreed that this Agreement, and/or any Transaction(s) then in effect, may be terminated by either Party upon the expiration of 30 days' prior Notice to the other Party if: (i) a Transporter files a tariff change or a court or governmental agency with jurisdiction (including, without limitation, the Federal Energy Regulatory Commission) causes a Transporter to initiate a tariff change in a manner that causes a Party to incur additional, unanticipated, material capital or operating costs (including, but not limited to, Transporter fixed and/or variable charges or fuel, or in connection with Transporter system operational limitations or restrictions) relating to its performance hereunder; and (ii) the Parties are unable, after good faith negotiations, to renegotiate the terms hereof and/or those of an affected Transaction.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Agreement with effect from the Effective Date.

["SELLER"]

["BUYER"]

Seller: Symmetry Energy Solutions, LLC

Buyer: Prowers County

By: Brian Harrison

By: _____

Print Name: Brian Harrison

Print Name: _____

Title: Senior Vice President

Title: _____



Symmetry Customer Portal

Register for the Symmetry Customer Portal to access your information 24 hours a day:

- View and Print Invoice and Account Payment History
- Manage account contacts and contact preferences
- View and Export Daily Usage and Monthly Billing volumes
- Sign up to receive your monthly Invoices as an attachment to an email
- Pay your Invoice securely online by clicking on the Invoice and Payment Options link
- View Energy Resources and Insights

To register, go to <https://portal.symmetryenergy.com/> (formerly myCES) and click on the Register link or reach out to your sales rep directly. Maintaining contact details with Symmetry will ensure you stay up to date with the latest information, including critical account notices, emergency notifications, invoices and more. As some information may be time sensitive, please review and update your contact information today.

Paperless Invoicing

We're now fully Paperless! Eliminating paper invoices helps us reduce waste and direct more resources to serving our customers. Invoices can now be received monthly via e-mail or online at our Customer Portal.

Payment Options

Method	Cost	Instructions
Automatic Bank Draft (ABD)	Free Maximum amount per transaction is \$9,999,999.99	Funds are automatically withdrawn monthly from your bank account in the amount of your current invoice on your invoice due date. To enroll, please complete the online authorization form at https://portal.symmetryenergy.com/ and hover over Invoice and Payment Options, selecting Sign Up for Auto Draft.
Online	Free Maximum amount per transaction is \$9,999,999.99	Electronic Funds Transfer (EFT) Funds are withdrawn from your bank account in the amount that you specify. There is no cost for this service! Payments are accepted by calling 866-578-7617 or online at https://portal.symmetryenergy.com/ . You will need your bank account and bank routing numbers, as well as the first seven-digits of your Symmetry Energy Solutions invoice number to process payment.
	\$57.95 per transaction* Maximum amount per transaction is \$3,000.00	Credit/Debit Card Credit and debit card payments are processed through HP Convenience Pay™, which charges a transaction fee. Discover, MasterCard and Visa cards are accepted. Payments are accepted by calling 866-578-7617 or online at https://portal.symmetryenergy.com/ . You will need the first seven-digits of your Symmetry Energy Solutions invoice number and card information to process payment. Please note that you do not need to be registered for the Symmetry Customer Portal to make this type of payment.
Phone	Cost varies by payment method	Call HP Convenience Pay at 866-578-7617. You will need the first seven-digits of your Symmetry Energy Solutions invoice number.
Wire or ACH Transfer	Free	Please use the wire or ACH transfer instructions and bank account number listed at the bottom of your current invoice, WIRE TRANSFER (ABA #021000021) or ACH (ABA #111000614): Account Number: 100080578

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 8-29-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 8-22-2023

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of appointing one Member to the Bristol-Granada Cemetery District Board to fill one (1) position for a term of four (4) years to expire August 2027.

one position on the Board for a four (4) year term, to expire August 2027

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on:

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 08/29/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 08/23/2023

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 Consulting Services Agreement between Prowers County, Prowers Economic Prosperity (PEP), and Research Consultants International FDI Inc (ResearchFDI), for ResearchFDI to complete a targeted industry study and lead generation project totaling \$82,000, in connection with DOLA grant REDI 22-288 with Prowers County as fiscal agent, and authorizing Chairman Ron Cook to execute the document.

Justification or Background:

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

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

Approved by the County Attorney on: August 23, 2023

Additional Approvals (if required):

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

THANK YOU!

ResearchFDI.com

Research Consultants International FDI Inc. is proposing to executive a Targeted Industry Study and Lead Generation program for the Textiles Sector, with deliverables as stipulated in this proposal

Terms & Conditions:

Ron Cook has the authority to enter this contractual relationship with Research Consultants International, FDI Inc. on behalf of Prowers County and has the authority to direct payment of all professional fees and disbursements as set further herein to Research Consultants International on behalf of the client on the dates duly specified in this agreement. (hereinafter referred to as the "Client")

And:

RESEARCH CONSULTANTS INTERNATIONAL FDI INC., corporation, duly incorporated under the Canada Business Corporations Act, having its head office at 1980 Sherbrooke Street West, Suite 888, in the City of Montreal, Province of Quebec, Canada, represented by Erika Magder, its Vice President, duly authorized by these presents as so declared, (hereinafter referred to as "RESEARCH CONSULTANTS INTERNATIONAL" and/or "Consultant" and/or "Licensor")

Payment Terms:

The Client hereby agrees to pay the following fees for a total of \$82,000 USD to ResearchFDI in the following manner

50% upon signature of the contract
25% on December 1, 2023
25% on June 30, 2024

Note that ResearchFDI will also invoice the Client for travel expenses with no markup -- receipts will be provided. All travel expenses will be preapproved by the Client.

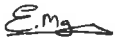
Term of Agreement:

The term of the agreement shall commence on August 15, 2023, and shall continue until completion of the deliverables.

Date: IN WITNESS WHEREOF THE PARTIES SIGNED AT MONTREAL

Accepted, the 21 day of August, 2023.

PER:



Erika Magder, Vice President
ResearchFDI

PER:

Ron Cook, Chairman
Prowers County Commissioners

PER:



Anne-Marie Crampton, President
Prowers Economic Prosperity

The terms and conditions of the present agreement for consulting services are agreed upon by the parties hereto as follows:

Time of Performance. The Consultant shall commence the performance of its services under this Agreement as of August 15, 2023 and shall diligently proceed to complete its task(s) under the schedule set forth and authorized by Client and in conformity with the abovementioned Proposal.

Term. The term of this Agreement shall commence as of August 15, 2023 (Hereinafter the "Effective Date") and shall continue until August 31, 2024 or until the earliest to occur of the following: The date on which Consultant completes the services described and as set forth hereinabove; or Ten (10) working days after written notice by either party to correct a substantial failure by the other party to fulfill its obligations under this Agreement in a timely manner which are not corrected within the said period; or The termination of the Memorandum of Agreement between the Consultant and the Client by mutual agreement; Termination by either the Consultant or the Client with thirty (30) days written notice

Default. In Default of payment of the sums due to the Consultant, the Client will be responsible to pay all reasonable legal fees, honoraries and costs, including attorney's fees to the Consultant regarding any steps required in the recovery of fees owed to the Consultant, including but not limited to fees for taking a Action before Quebec Civil court.

Independent Contractor Status. Consultant is an independent contractor and is not and shall not be considered to be an employee of the Client. Nothing in this Agreement creates or is intended to create any employment relationship between Client and Consultant. Consultant shall not be eligible to participate in or receive benefits from any benefit plan or program available to Client's employees and the Client shall not retain and/or collect any deductions at source or other taxes on behalf of any governmental authority. Client shall not provide workers' compensation coverage and/or any similar coverage for Consultant and or its employees. Consultant shall comply with all applicable laws and regulations and shall have sole responsibility for the payment of all applicable taxes and withholdings with respect to Compensation paid by Client. All persons employed or retained by Consultant in connection with Consultant's performance of the services set forth hereinabove shall be considered employees of Consultant and not of the Client. The Consultant retains sole and absolute discretion in the manner and means of carrying out the abovementioned services.

Disclaimer. Reports produced and meetings scheduled by the Consultant on behalf of the Client are based on information provided by corporations contacted by the Consultant and/or other sources which the Consultant can reasonable rely upon. Although Research Consultants International believes the information contained in its databases, tools and reports is accurate and the meetings it establishes relevant, it disclaims any responsibility for the accuracy thereof and shall have no obligation to update or replace same. By signing these presents and/or by using any of the information contained in Research Consultants International databases, tools and reports, the Client hereby accepts the foregoing disclaimer, used at its own discretion and its own risk and peril, and waives any claims against Research Consultants International in connection with the information provided.

Fixed Fees. The Consultant and the Client agree that the Fixed fee portion of the present agreement represent the Consultant's base costs for execution of the contract and therefore cannot be refunded after signature of the present contract.

Meeting acceptance and implied acceptance. The Consultant and the Client jointly recognize that only project criteria stipulated in the signed agreement can be used to qualify or disqualify a meeting as counting toward agreement deliverables. The Consultant reserves the right at the agreement deliberation stage to change contract pricing based on proposed project criteria or to reject certain proposed project criteria if they are deemed an impediment to the completion of the contract. Project criteria can include, though are not limited to, the following: job creation, size of company, industry worldwide footprint, project timeframe. If a particular project criterion is set forth in this agreement (e.g. a project's timeframe or employment creation) then this criterion cannot later be used to disqualify meetings.

If an accepted meeting fulfills the project criteria stipulated in the signed agreement, and information obtained during the meeting by the Client does not directly contradict any project criteria stated in the meeting profile, this meeting is considered as a deliverable to be applied towards total deliverables provided for in the present agreement. An accepted meeting is defined as a meeting organized by the Consultant which the Client has agreed to attend based on the information listed in the meeting profile. If a meeting is accepted by the Client for which the project criteria listed in the meeting profile is not aligned with project criteria stipulated in the signed agreement, the meeting will be counted toward the agreement deliverables (assuming that any information obtained during the meeting by the Client does not directly contradict any project criteria stated in the meeting profile).

If an accepted meeting fulfills the project criteria stipulated in the signed agreement, yet information obtained during the meeting by the Client contradicts project criteria stated in the meeting profile, the Client must fill out an online form provided upon request by the Consultant. No other form of communication with regard to meeting non-acceptance will be admissible by the Consultant.

A meeting is deemed to count towards agreement deliverables if there has been no update or response from the Client in writing via the online form within seventy-two (72) hours of the meeting taking place. In cases where the Client has retained the right to approve or disqualify meetings after the fact, where such a right has been stipulated in the signed agreement, if a meeting has not been approved within 30 days of the meeting taking place then it is automatically considered to be approved and as such counted towards agreement deliverables.

Meeting Cancellation and/or rescheduling: The Client holds full responsibility for any meetings that do not occur for any reason attributable to the client or are cancelled for any reason attributable to the client including, but not limited to, as a result of any unexpected and/or unforeseen issues with their travel plans (including, though not limited to, flight delays, flight cancellations, and car rental issues). In such a scenario, all meetings that have not occurred will be considered as counting towards the agreement deliverables. Should the Client make changes to their travel plans ahead of time but within 8 weeks of the mission dates (assuming the Consultant accepts these changes) that render it impossible to attend a meeting already scheduled by the Consultant, the Consultant will attempt to reschedule this appointment for another date during the trip or as a conference call. If rescheduling of the meeting is not possible it will still be considered as counting towards agreement deliverables. In any other case, if an in-person meeting cannot be carried out as originally specified in the meeting profile for reasons outside of the Consultant's control and/or due to reasons solely attributable to the client and it cannot be rescheduled as an in-person meeting at a different time, the Consultant is permitted to reschedule this meeting as a conference call which will count towards the agreement deliverables.

Confidentiality of Non-Public Information: All information derived on behalf of the Client shall remain confidential. "Confidential Information" is defined as any information furnished or disclosed, in whatever form or medium, by Consultant to the Client which is not itself public information.

The Parties further agree to keep confidential all of the Confidential Information and to take all reasonable steps to preserve the confidential and proprietary nature of the Confidential Information. The Client hereby agrees that information contained in all of the Consultant's reports is and shall remain the property of the Consultant and that it is forbidden for the Client to produce, publish, sell, transfer or reveal any of the contents, other than to its employees or regional economic development partners. The present Confidentiality shall survive the completion and/or termination of the present Agreement.

Nothing contained in this Agreement shall be construed as granting or conferring any rights, by license or otherwise, express or implied, in or to any patents, copyrights, trademarks, know-how, Confidential Information, or other proprietary rights and/or information of either Party acquired before or after the date of this Agreement.

The Confidential Information protected by this Agreement is of a special character, such that money damages would not be sufficient to award or compensate for any unauthorized use or disclosure of the Confidential Information. The Parties agree that injunctive and other equitable relief would be appropriate to prevent any such actual or threatened unauthorized use or disclosure of such Confidential Information. Any remedies stated herein may be pursued in addition to any other remedies available at law or in equity, and the Client agrees to waive any requirement for the securing or posting of any bond in connection with such remedies. In the event of litigation to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs, including its reasonable attorney fees and costs, be they judicial or extrajudicial, incurred in connection with such litigation.

Report Information The information contained in our reports are gathered and researched from sources believed to be reliable and the report is written in good faith on this basis. ResearchFDI cannot be held liable for data that might be incomplete, inaccurate, or up to date, nor for data sourced from online pages/sources on which ResearchFDI has no influence. The information in our reports does not have a legal or juridical character, unless specifically noted.

Client Review The Client will have 5 business days to complete their review at the end of each relevant phase of the project. The review must be provided as a single response (i.e., any individual reviews should be collated into a single review before sharing with ResearchFDI. Should the review not be conducted in that timeframe, the phase will be considered approved, and the next phase will start.

Notices. Any notice or demand given hereunder shall be in writing and deemed given when personally delivered or sent by registered mail sent to the parties' addresses as set forth below and/or sent by fax. Any notice so delivered personally shall be deemed received on the date of delivery and any notice so mailed shall be deemed received five days after the date mailed.

Modification. No alteration, modification or termination of this Agreement shall be valid unless made in writing and with the consent of both Parties hereto.

Marketing: The consultant shall not have the right to use the client's name and logo for any and all marketing purposes without his prior written consent and agrees to comply with the logo usage Guide sent by the client to the consultant by email.

Assignment. Neither party shall assign, transfer or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other party. Subject to the foregoing provisions, this Agreement shall be binding upon, and endure to the benefit of, the respective successors and assigns of the Parties hereto.

Further Assurances. From time to time, each party shall execute and deliver such instruments and/or documents as maybe reasonably necessary to carry out the purposes and intent of this Agreement. Any failure to do so shall be considered a default under the present agreement.

Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument

Waiver. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

Survival. Any terms of this Agreement that expressly extend or by their nature should extend beyond termination or expiration of this Agreement, shall survive and continue in full force and effect after any termination or expiration of this Agreement.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. The State of Colorado shall have territorial and subject matter jurisdiction and competence over matters pertaining to the present agreement.

Scope of work change: Any changes that the Client would like to make to the Scope of Work, must be presented in a written via email from to the Client to the Consultant at which point the Client and the Consultant will jointly agree upon next steps. If an agreement cannot be reached, either of the parties have the right to terminate the present agreement with all outstanding sums to be paid to the Consultant. The Consultant requires a minimum notice period of eight (8) weeks for any decisions on and/or changes to the Scope of Work stated in the present agreement. These changes may include but are not limited to when and where missions will take place and the number of meetings from the overall agreement deliverables that will be assigned to each mission. The Consultant retains the right to request/recommend changes to any suggested trip criteria (location, dates, meetings required) at any time, and to reject any such changes requested within eight (8) weeks of either the existing or proposed dates for the trip.

Severability. If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

Entire Agreement This Agreement sets forth the entire understanding between the parties as to the subject matter of this Agreement and replaces all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

Language. The Parties hereto acknowledge that they requested and are satisfied that the foregoing be drawn up in English. *Les soussignés par les présentes reconnaissent qu'ils ont exigé que ce qui précède soit rédigé en anglais et s'en déclarent satisfaits.*



Address

ResearchFDI
1980 Sherbrooke St West, Suite 888
Montreal, Quebec , Canada
H3H 1E3

Phone & Fax

Tel: (514) 944-8359
Fax: (514) 488-3711

E-mail & Web

erika@researchfdi.com
www.researchfdi.com

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8-29-2023

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: Email Poll 8-21-23

Return Originals to: Meagan Hillman, PCPHE Director

Number of originals to return to Submitter: 1

Contract Due Date: August 25, 2023

Item Title/Recommended Board Action:

Consider ratifying 8-21-2023 email poll approval of Radon Straight Pay Grant Request – Statement of Work in the amount of \$4,694.80 and authorizing Connie Martinez, Environmental Health Manager and Meagan Hillman, Public Health Director to execute the document.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):



Prowers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

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

www.prowerscounty.net

Straight Pay Grant Request – Statement of Work

I. Project Description:

This health project will serve to protect the residents of Southeastern Colorado in Prowers, Kiowa, Baca, and Bent counties through Prowers County Public Health and Environment (PCPHE) by conducting a public awareness campaign.

In Colorado, nearly half of all residential homes have radon levels above the Environmental Protection Agency's (EPA) recommended action level for mitigation. Radon has no color, taste, odor, or short-term symptoms of illness. Education, testing, and outreach are required to mitigate the impacts of long-term radon exposure. People become exposed to radon when uranium breaks down in soil and it seeps into buildings through cracks and openings. Prolonged exposure to radon is known to cause lung cancer. This project serves to decrease lung cancer deaths by the following:

- a. Educate the public about health risks associated with radon, provide residents with radon test kits, testing guidance, and mitigation information, and provide residents with information on the CDPHE Low Income Radon Mitigation Assistance Program.
- b. Promote radon awareness to the medical community.
- c. Receive training, education, and technical support on radon through stakeholder meetings, certification programs, workshops, and webinars.

II. Staffing Information and Work Plan:

Conni Martinez is the Environmental Health Manager for PCPHE. Conni will educate the public about health risks associated with radon by distributing radon test kits to the public through attending various local health fairs, providing radon test kits and educational materials to local hospitals and clinics, demonstrating proper use of the test kits, and answering questions related to testing and mitigation. Conni will also attend the Regional EPA Radon Conference in Reno, Nevada in Spring 2024 for further radon education.

III. Operating Expenses:

Prowers County Public Health and Environment will purchase 150 NRPP- or NRSB-approved Short-Term Radon Test Devices as well as postage for residents to return the devices for testing, completely free of charge. Office supplies will also be purchased for printing high-quality infographics to hand out with testing kits and to post in hospitals and clinics.

IV. Expected Results:

Residents of Southeastern Colorado, as well as their medical providers, will be better informed about the long-term health impacts associated with radon.

V. Measurement of Expected Results:

PCPHE will provide the Colorado Department of Public Health and Environment with a final report at the end of the grant cycle that addresses commitments in this request and data on test kit return rates and results.

Budget:

Direct Operating Expenses	# Units	Cost per Unit	Total Required
Short Term Test Kits	150	\$14.00	\$2,100.00
Postage	150	\$5.25	\$787.50
Office Supplies	4	\$22.00	\$88.00
Travel Expenses	# Units	Cost per Unit	Total Required
Mileage (DIA, EPA conference)	406	\$0.65	\$263.90
Mileage (SE Colorado)	316	\$0.65	\$205.40
Lodging (EPA conference)	3	\$125.00	\$375.00
Per diem (EPA conference)	3	\$75.00	\$225.00
Airfare (EPA conference)	2	\$250.00	\$500.00
Transportation (EPA conference)	3	\$50.00	\$150.00
Total Grant Cost			\$4,694.80

Attestation: The Vendor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include the Statement of Work and Budget.

Conni Martinez Environmental Health Mgr
Contractor Name (print) and Title (print)

Conni Mart 08/21/23
Contractor Signature Date

Neagan L Hillman PHE, MBA Director PCPHE
Director Name (print) and Title (print)

[Signature] 08/21/23
Director Signature Date

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/29/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 8/22/23

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

“Consider approval of Memorandum of Understanding Fatherhood FIRE Project between Prowers County Department of Human Services and Domestic Safety Resource Center and authorize Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement with a handwritten signature.”

Justification or Background:

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

County: _____

Federal: \$ _____

State: _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

Memorandum of Understanding *Fatherhood FIRE Project*

I. Memorandum of Understanding

This Memorandum of Understanding sets out the principles which will guide the activities of the Fatherhood FIRE Project (the Project). The purpose of the Project is to assist participants in building healthy parent-child relationships, support fathers' economic stability, and build social capital in the context of a Strengthening Families approach.

II. Project Partners

The following organizations/entities are participating in the Project as partners. They are committed to the purpose of the Project and will work together to achieve its objectives.

Fatherhood Site Name: Prowers County Department of Human Services

MOU Contact Name: Lanie Meyers-Mireles Email: dssdirector@prowerscounty.net

Domestic Violence Service Provider: Domestic Safety Resource Center

MOU Contact Name: Jenny Navarrette Email: jnavarrette@domesticsafety.org

Other organizations/entities may join the effort at any time, provided that they understand and support the mission and objectives of the Project.

III. Meetings

Meetings will be held at least once a year during the duration of the project. The Fatherhood Site will be responsible for convening and facilitating meetings with the project partners listed above. The goal of these meetings is to help facilitate peer-to-peer conversation regarding domestic violence-related topics, including, but not limited to, the Domestic Violence Screening tool, case consultation, questions about domestic violence, local resources, etc.

IV. Deliverables

- A. The Domestic Violence Service Provider will conduct at least one (1) hour-long training for the Fatherhood Site staff by September 30, 2023. Training topics can include, but are not limited to, the following:
 - 1. Provider services available
 - 2. Basics of domestic violence
 - 3. How domestic violence impacts children
 - 4. How to talk to someone experiencing domestic violence
 - 5. Other resources for survivors of domestic violence
- B. The Domestic Violence Services Provider will consult with Fatherhood Site staff as needed when domestic violence is identified to support staff with appropriate resources for the participant.
 - 1. The Fatherhood Site will contact the Domestic Violence Services Provider when domestic violence is identified (as needed).

2. When contacted, the Domestic Violence Services Provider will provide peer-to-peer consultation on cases related to domestic violence.
- C. The Fatherhood Site will provide at least one 30-minute training to the Domestic Violence Service Provider staff by September 30, 2023. Training topics can include, but are not limited to, the following:
 1. Fatherhood FIRE Project background
 2. Fatherhood Site services available
 3. Nurturing Fathers background and goals

V. Amendments to this Memorandum of Understanding

The partners may agree to amend this Memorandum of Understanding, provided that they support the incorporation of the amendment into this document. This Memorandum of Understanding will remain in effect until September 30, 2023, or throughout the term of the Project.

VI. Signatures

Fatherhood Site Signature:

Name: Lanie Meyers-Mireles Title: Director

Signed: _____ Date: _____

Domestic Violence Services Provider Signature:

Name: Jenny Navarrette Title: Executive Director

Signed: _____ Date: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8-8-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 8-2-2023

Return Originals to: Jana Coen & Administration

Number of originals to return to Submitter: 2

Contract Due Date:

Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for At the Foot of The Cross Rodeo Bible Camp, event scheduled for September 21 - 24, 2023.

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 AGENDA ITEM REQUEST FORM

Hearing Date Requested: 08/08/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 08/02/2023

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 changes to the Prowers County Personnel Handbook related to section 506 "Banking or Sharing Sick Leave."

Justification or Background:

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

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

Approved by the County Attorney on: August 2, 2023

Additional Approvals (if required):

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

THANK YOU!

Repeal Section 506 Subheading "Banking or Sharing Sick Leave" and Replace as Follows

Banking or Sharing Sick Leave

The Sick Leave Bank is established to assist Prowers County employees who have exhausted or will exhaust their available accrued paid leave time, including compensatory, sick leave, vacation leave or other available options, during the course of an illness or injury to themselves or an approved Immediate Family Member, and supported by medical certification. The policy is based on the donation of sick leave hours by other Prowers County employees.

1) Donating Sick Leave Hours:

- A) Sick Leave hours may be donated at a minimum of one hour. The donating employee will be required to maintain at least 240 hours of Sick Leave before being permitted to donate to the Sick Leave Pool.
- B) The required Employee Authorization for Donation of Sick Leave Hours form must be filled out and approved by the Employee's Elected Official or Department Director and forwarded to Human Resources, who will verify that the donating employee has sufficient time to donate before accepting or denying the donation.
 - i) A copy of the donation form will be given to the donating employee, placed in the donating employee's personnel file, and placed in the Sick Leave Bank file.
- C) All donated hours will be placed into a general bank of Sick Leave hours to be accessed by qualified applicants; there will be no donations to specific employees.
 - i) The official record of all Sick Leave hours donated and disbursed will be kept by Human Resources.
- D) A terminating employee may donate any excess Sick Leave to the Sick Leave Bank. The terminating employee will be allowed to review all policies involving Sick Leave accrual before making this decision.
- E) Donations are irrevocable once donated, and donating does not guarantee approval of any future request for hours from the Sick Leave Bank.

2) Request for Use of Donated Hours from the Sick Leave Bank.

- A) The required Request for Sick Leave Bank Hours form must be completed, signed by the Elected Official or Department Director, and forwarded to Human Resources for review and determination.

- i) The attending physician's section of the Request form may be replaced by a Medical Certification that provides the required information.
- B) All accrued paid leave time, including compensatory, sick leave, and vacation leave, must be exhausted or will exhaust during the course of the illness or injury, and the applicant employee must not be eligible for Workers' Compensation.
 - i) The employee will not accrue vacation or sick leave time for any days the employee is out of the office using granted Sick Leave Bank hours.
- C) If the applicant is physically or mentally unable to complete a Request, the Request may be completed by the applicant's Supervisor, Elected Official, or Department Director.
- D) The applicant must be employed by Prowers County for at least six months and be in good standing, as determined by their Elected Official or Department Director, in order to access Sick Leave Bank Hours.
- E) The requested Sick Leave Bank hours can only be used by the applicant to cover time missed due to a Catastrophic Illness or Injury, as defined below, to the applicant or approved Immediate Family Member, as defined below.
- F) An employee may request up to 240 hours from the Sick Leave Bank per 12 month rolling period. If granted, these Sick Leave Bank hours may be used incrementally during that 12 month period if required. Applicants are not guaranteed approval for the full allotment of hours they request. The total number of hours granted will be determined at the sole discretion of the Human Resources Manager and County Administrator and will take into account all known factors.
- G) The full allotment of Sick Leave Bank hours are not available for "bonding" time between an employee and a newborn or adopted child unless the employee and/or child have a condition that meets the definition of Catastrophic Illness or Injury. However, up to 80 hours can be requested for maternity leave or paternity leave absent a Catastrophic Illness or Injury. All other Request criteria must be met to access the 80 hours of maternity and paternity leave.
- H) When using any granted Sick Leave Bank hours, the employee or a representative of the employee is expected to keep their Supervisor, Elected Official or Department Director, and Human Resources informed of days and times they will be using the granted Sick Leave Bank Hours, their expected date(s) of return, etc.
- I) Any unused Sick Leave Bank hours will be returned to the Sick Leave Bank when the employee returns to work.

3) Review

- A) The completed Request for Sick Leave Bank Hours form and all other documentation must be turned in to Prowers County Human Resources. Human Resources will review the Request form and all documentation within ten (10) days and ask for any additional information. After all information has been gathered, the Human Resources Manager and County Administrator will review the application and Approve or Deny the Request in whole or in part. If the Request is denied in whole or in part, the applicant may submit new or additional documentation to Human Resources within ten (10) days. This may only be done once, and all determinations made by the Human Resources Manager and County Administrator after this step are final.

4) Definitions

- A) Catastrophic Illness or Injury - a condition that requires inpatient, hospice, or resident health care, such as cancer, major surgery, accident, heart attack, stroke, etc. This shall include incapacitation due to complications from childbirth or high risk pregnancies. Low risk pregnancies, routine surgeries, common illnesses (i.e. cold and flu), cosmetic procedures, or other common conditions do not qualify under this definition except in cases of critical or serious complications arising from the same.
- B) Immediate Family Member - the spouse, dependents, or a relative of the employee residing in the same household as the employee or who otherwise depends upon the employee for full-time care.
- C) Medical Certification - a written document signed by the appropriate attending medical professional which provides specifics on the medical condition of the employee or Immediate Family Member. A properly completed FMLA Medical Certification may be substituted.

REQUEST FOR SICK LEAVE BANK HOURS

PART I:

Applicants for Sick Leave Bank hours must:

- (a) have at least six months of continuous service with Prowers County; and
- (b) be an employee in good standing; and
- (c) have exhausted or will exhaust all accrued vacation, compensatory, and sick leave benefits to which they are entitled; and
- (d) obtain a medical verification of the nature of the illness and/or injury, and
- (e) not be eligible for worker's compensation benefits.

TO BE COMPLETED BY EMPLOYEE (please type or print legibly in ink)

Name _____

Home Address _____ City _____

Home Telephone _____ Email Address _____

County Department _____

Job Title _____ Full Time _____ Part Time _____

Requesting Sick Leave Bank For Illness/Injury involving:

Self _____ Spouse _____ Child _____ Parent _____ Other _____

Date illness/injury began _____ Anticipated duration _____

Date all sick and annual leave will be/were exhausted _____

Number of hours _____

Briefly describe the nature of illness/injury _____

I hereby certify that I understand, agree to, and meet the eligibility requirements and conditions of the Sick Leave Bank. Also, I hereby authorize my Elected Official/Department Director or Human Resources to obtain any necessary information concerning this application. I understand that denial of this application is not subject to grievance or appeal.

Signature of Employee

Date

PART II:

TO BE COMPLETED BY ATTENDING PHYSICIAN (please print legibly)

Physician Name _____ Telephone _____
Number _____
Address _____ City _____ Zip _____

Name of Person who is ill _____

Date first consulted for this condition _____

Briefly describe the nature, diagnosis, and treatment of
illness/injury _____

Anticipated duration employee is unable to work due to condition of:
self ___ spouse ___ child ___ parent ___

Date from: _____ through: _____

Signature of Physician _____ Date _____

PART III: TO BE COMPLETED BY ELECTED OFFICIAL/DEPT DIRECTOR

Beginning Date of Employment of Requestee: _____

I hereby certify that I have reviewed and approve this application:

Elected Official/Department Director Signature Date

**FORWARD COMPLETED REQUEST TO PROWERS COUNTY
HUMAN RESOURCES**

APPROVAL / DENIAL OF SICK LEAVE

The Prowers County Human Resources Manager and County Administrator
have reviewed the *Request for Sick Leave Bank Application*

for _____ and have determined as follows:

Number of hours Approved _____

Number of hours Denied _____

For the following reason(s)

Prowers County Human Resources Manager

Date

Prowers County Administrator

Date

- 1 - Copy to employee requesting Sick Leave Bank hours
- 1 - Copy to employee's Elected Official/Department Director
- 1 - Copy on file with Prowers County Human Resources

EMPLOYEE AUTHORIZATION FOR DONATION OF SICK LEAVE HOURS

Employee's Name

First

Last

County Department _____

Hours Donating _____

One (1) hour minimum with no maximum

I understand that my donation is voluntary and confidential and that the Sick Leave donated will be deducted from my accrued Sick Leave. I also understand I will be required to maintain at least 30 days (240 hours) of Sick Leave before being permitted to donate to the Sick Leave Bank.

Employee Signature

Date

**ELECTED OFFICIAL/DEPT DIRECTOR AUTHORIZATION
FOR DONATION OF SICK LEAVE HOURS**

The above named employee's Sick Leave has been reduced by _____ hours resulting in a balance of _____ hours of Sick Leave as of _____ (date).

By copy of this document, the employee has been notified of his/her Sick Leave balance.

Elected Official/Dept Director Signature

Date

- 1 - Copy to employee donating Sick Leave Bank hours
- 1 - Copy to employee's Elected Official/Department Director
- 1 - Copy on file with Prowers County Human Resources