

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
AUGUST 8, 2023**

8:00 a.m. Mark Dorenkamp, Road & Bridge Supervisor
- Update (*Hickory House Restaurant*)

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

WORK SESSION

9:00 a.m. Cheryl Sanchez, Prowers Economic Prosperity Director
- PEP update monthly

9:30 a.m. Darren Glover, Prowers Area Transit Director
- Alta Vista MOU discussion

10:00 a.m. Gary Harbert, Veterans' Service Officer
- County VSO Monthly Report and Certification of Pay

10:15 a.m. Vickie Neuhold and Ron Summers, New Church of Christ
- Request to rent Home Ec Building for Sunday Services

10:30 a.m. Pete Hernandez, PC Consolidated Return Mail Center Manager
- CRMC update

10:45 a.m. PC Overflow Processing Center Program Manager
- OPC update

11:15 a.m. Renee Martinez, U.S. Senator Michael F. Bennet
Southeast Colorado Regional Representative
- Update from Senator's Office (CALL IN)

MEETING AGENDA

Invocation

Pledge of Allegiance

1:00 p.m.

Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of July 25, 2023 Meeting Minutes
4. Consider Approval of July 25, 2023 Special Meeting Minutes
5. Consider Approval of July 27, 2023 Board of Equalization Meeting Minutes
6. Consider Approval of August 4, 2023 Board of Equalization Reconvened Meeting Minutes

Public Appearances

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

Mark Westhoff

- County Administrator Update

Rose Pugliese, Esq.

- County Attorney Update

EXECUTIVE SESSION

- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions.
- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions related to county investments.
- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions related to a potential conflict of interest on a contract matter.

ACTION ITEMS:

1. Consider approval of the County Veterans Service Officer's Monthly Report and Certification of Pay – July 2023.
2. Consider approval of appointing three Members to the Bristol-Granada Cemetery District to fill one (1) position on the Board for a term of two (2) years to expire August 2025, one (1) position on the Board for a term of four (4) years to expire August 2027, and one (1) position on the Board for a term of six (6) years to expire August 2029.
3. Consider approval of appointing a Member to the East Prowers Cemetery District to fill one (1) position on the Board for a term of six (6) years to expire August 2029.
4. Consider ratifying 7-25-2023 email poll approval of Payroll/AP for General Fund, Road & Bridge, Lodging Tax, Public Health, CRMC and OPC. This includes payroll, payroll fringes and JBBS, all presented in the amount of \$886,342.89 with a Certification date of 7-27-23.
5. Consider approval of Core Services Plan to be submitted to the Colorado Department of Human Services by Prowers County Department of Human Services, total funding in the amount of \$217,361.00 and authorizing Lanie Meyers-Mireles, Director of Human Services to execute the Plan electronically.
6. Consider approval of Order ID: Q-07192281 for the Department of Human Services Subscription to Thomas Reuters CLEAR Proflex in the amount of \$19,720.80 and authorizing Lanie Meyers-Mireles, Director of Human Services to execute the Order.
7. Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2023 and ending December 31, 2023 with Mesa County and authorizing Lanie Meyers-Mireles, Director of Human Services, to execute the document.
8. Consider approval of Purchase of Service Contract between Prowers County Department of Human Services and Meaningful Collaborations in the amount of \$13,000.00.
9. Consider approval of a Memorandum of Understanding between Prowers Area Transit (PATs) and Alta Vista Charter School for transportation services for the school's parents who register their children for this service during the 2023-2024 School Year.
10. Consider ratifying 8-1-2023 email poll approval for 2024 5311 CDOT Grant Award totaling \$222,405.00 for Prowers Area Transit and authorizing Darren Glover, PAT's Director to accept the Grant Award electronically.
11. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for DuVall Benefit, event scheduled for September 1 – 2, 2023.

12. 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.
13. Consider ratifying August 2nd, 2023, email poll approval of sending a letter of support to DOLA for the Southeast Council of Government's application for the SECOG Mini-Grant Program.
14. Consider approval of sending letter of condolence to Senator John Hickenlooper on the passing of Eastern Plains Regional Director Kari Linker.
15. Consider approval of changes to the Prowers County Personnel Handbook related to section 506 "Banking or Sharing Sick Leave."
16. Consider approval of Otis Lubricate and Survey Signature Contract number QTE-001579133 between Otis Elevator Company and Prowers County for Otis to furnish Lubricate and Survey services to elevator Machine Number 285214 located at the Prowers County Courthouse, effective from 02/01/2023 through 1/31/2028, for \$620 per month payable semi-annually, and authorizing Chairman Ron Cook to execute the document.
17. Consider approval of Equipment Acceptable Use and Compliance Policy for the Hotline County Connection Center, monthly cost thereafter covered by the Hotline County Connection Center at the rate \$28.00/Phone x 27 phones.
18. Consider approval of accepting a quote from the Colorado Statewide Internet Portal Authority (SIPA) for Prowers County to procure Google Workspace Business Plus subscriptions through SIPA for three consecutive one year terms starting 08/18/2023 and ending 08/17/2026, for a total of \$111,774.99, and authorizing Chairman Ron Cook to execute the document.
19. Consider approval of Consultant Agreement for Professional Services between Logan Simpson Design Inc, DBA Logan Simpson, and Prowers County for Logan Simpson to complete the Prowers County Master Plan and Land Use Subdivision and Zoning Codes project for a total compensation not to exceed \$319,320, and authorizing Chairman Ron Cook to execute the document.

NOTE: This Agenda is provided for informational purposes only. Action may be taken on any or all of the items. All times are approximate. If any given item is finished earlier than anticipated, the Commissioners may move on to the next item. The only exceptions are public hearings on items which have had published notices of a specific hearing time; those items will not begin until the specific time or after.

If you need assistance in participating in this meeting due to a disability as defined under the Americans with Disabilities Act, please call 719-336-8030 at least three days prior to the scheduled meeting to request an accommodation.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/8/2023

Submitter: Gary Harbert, Veterans Officer

Submitted to the County Administration Office on: 8/1/2023

Return Originals to: 1 Original BOCC, 1 Original to Veterans Office

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action: Consider Approval of County Veterans Service Officer's Monthly Report and Certification of Pay – July 2023

Justification or Background: [Brief overview for the Commissioners]

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 Division of Veterans Affairs

County Veterans Service Officer Monthly Report

State Fiscal Year 2023-2024

County:

Month:

In compliance with C.R.S. § 28-5-707 and in support of semiannual payment, we hereby certify that 145 hours have been worked by accredited veterans service officers and in the month stated above.

In compliance with C.R.S. § 28-5-804 and for the purpose of providing prompt, efficient, and uniform service to Colorado veterans, we hereby certify the wait time for an appointment with our veterans service office was no more than 1 days in the month stated above.

In compliance with C.R.S. § 28-5-804 and for the purpose of providing prompt, efficient, and uniform service to Colorado veterans, we hereby certify the following outputs by our CVSO in the month stated above:

Telephone Calls	75
Emails	15
Appointments	35
Outreach Events	1
Total Served	115

Appendix A

CVA 26-County Veterans Service Office monthly report
July 2023-supersedes all earlier versions

This is verified as a true and accurate record. We acknowledge that the lack of timely submission of this form can result in delayed or missing payments.

County Commissioner or Designee

Date

Please return this form no later than the 10th of the following month

to: Colorado Division of Veterans Affairs

cdvainfo@dmva.state.co.us

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8-8-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 7-21-2023

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 three Members to the Bristol-Granada Cemetery District to fill one (1) position on the Board for a term of two (2) years to expire August 2025, one (1) position on the Board for a term of four (4) years to expire August 2027, and one (1) position on the Board for a term of six (6) years to expire August 2029.

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on:

**MEDIA RELEASE
FROM THE PROWERS COUNTY COMMISSIONERS
FOR IMMEDIATE RELEASE**

DATE: July 15, 2023

Contact:

**Prowers County Administration Office
301 South Main Street, Ste. 215
Lamar, CO 81052
(719) 336-8025**

The Prowers County Board of Commissioners is accepting applications from persons who are residents of the Bristol-Granada Cemetery District to fill one (1) position on the Board for each of the following terms for a total of three (3) positions.

A 2 year term which will expire August 2025

A 4 year term which will expire August 2027

A 6 year term which will expire August 2029

Appointed members serve as volunteers.

A Prowers County Application for Boards and Commissions is available on our website: www.prowerscounty.net and should be completed and sent or delivered to the Prowers County Board of Commissioners, 301 South Main Street, Suite 215, Lamar, CO 81052, or emailed to ctyadmin@prowerscounty.net.

Applications must be received by 5:00 p.m. on August 3, 2023.

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 8-8-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 7-21-2023

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 a Member to the East Prowers Cemetery District to fill one (1) position on the Board for a term of six (6) years to expire August 2029.

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

**MEDIA RELEASE
FROM THE PROWERS COUNTY COMMISISONERS
FOR IMMEDIATE RELEASE**

DATE: July 15, 2023

Contact:

**Prowers County Administration Office
301 South Main street, Ste. 215
Lamar, CO 81052
(719) 336-8025**

The Prowers County Board of Commissioners is accepting applications from persons who are residents of East Prowers Cemetery District to fill one (1) position on the Board for a term which will expire August 2029. Appointed members serve as volunteers.

A Prowers County Application for Boards and Commissions is available on our website: www.prowerscounty.net and should be completed and sent or delivered to the Prowers County Board of Commissioners, 301 South Main Street, Suite 215, Lamar, CO 81052, or emailed to ctyadmin@prowerscounty.net.

Applications must be received by 5:00 p.m. on August 3, 2023.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8-3-2023

Submitter: Paula Gonzales, Finance Director

Submitted to the County Administration Office on: 7-25-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 7-25-2023 email poll approval of Payroll/AP for General Fund, Road & Bridge, Lodging Tax, Public Health, CRMC and OPC. This includes payroll, payroll fringes and JBBS, all presented in the amount of \$886,342.89 with a Certification date of 7-27-23.

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: \$886,342.89 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **July 27, 2023**

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	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 25,434.00	307,070.74	82,267.56
ARPA FUND		-	-
FSA ACCOUNT	\$ -		
BOOKING FEES ACCOUNT	\$ -	-	
PUBLIC HEALTH AGENCY	\$ -	106,102.58	27,237.24
ROAD & BRIDGE FUND	\$ -	61,649.48	15,987.33
SALES & USE TAX FUND	\$ -		
CONSERVATION TRUST FUND	\$ -		
CAPITAL FUND	\$ -		
OTHER AGENCIES FUND	\$ -		
LODGING TAX FUND	\$ -	211.75	50.83
CRMC FUND	\$ -	132,621.23	37,141.28
OPC FUND	\$ -	68,645.71	21,923.16
Totals	\$ 25,434.00	\$ 676,301.49	\$ 184,607.40

DATE: July 27, 2023

DATE: July 27, 2023

DATE: July 27, 2023

DATE: July 27, 2023

BOCE CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	886,342.89
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AP + Fringes	\$	210,041.40
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Total Pd Certification - Payroll	\$	210,041.40
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Total Payroll + Fringes	\$	860,908.89
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Ending Check No. 69756

Beginning Check No. 69741

1

Total Number of Checks: 16

STATE OF COLORADO }
 } SS:

COUNTY OF PROWERS }

Proyers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01
69741-69756

0010

July 27, 2023

2023	\$	25,434.00
Payroll	\$	307,070.74
Fringes	\$	82,267.56

Total \$ 414,772.30

ARPA - 02

0018

2023	\$	-
Payroll		
Fringes		

Total \$ -

ROAD & BRIDGE FUND - 02

0020

2023	\$	-
Payroll	\$	61,649.48
Fringes	\$	15,987.33

Total \$ 77,636.81

FSA (Cafeteria) 552

0552

2023		

Total \$ -

Sheriff's Booking Fees

0675

Payroll		

Total \$ -

SALES & USE TAX FUND - 03

0900

2023		
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Total \$ -

CONSERVATION TRUST FUND - 06

0130

2023		

Total \$ -

CAPITAL FUND - 07

0100

2023		

Total \$ -

OTHER AGENCIES FUND- 08

SECED 0011

Total \$ -

LODGING TAX - 09

0014

2023	\$	-
Payroll	\$	211.75
Fringes	\$	50.83

Total \$ 262.58

PUBLIC HEALTH AGENCY - 11

0676

2023	\$	-
Payroll	\$	106,102.58
Fringes	\$	27,237.24

Total \$ 133,339.82

CRMC

0016

2023	\$	-
Payroll	\$	132,621.23
Fringes	\$	37,141.28

Total \$ 169,762.51

PC

0017

2023	\$	-
Payroll	\$	68,645.71
Fringes	\$	21,923.16

Total \$ 90,568.87

Paula Gonzales, Finance Director

GRAND TOTAL \$ 886,342.89

Accounts Payable

Computer Check Register

User: paula
 Printed: 07/24/2023 - 3:40PM
 Batch: 00104.07.2023 - 07-27-2023
 Bank Account: FNBGEN

PROWERS COUNTY GOVERNMENT



Check	Vendor No	Vendor Name	Date	Invoice No	amount
69741	AFL1	Aflac	7/27/2023		1,913.64 914.08
Check 69741 Total:					2,827.72
69742	CLN1	Colonial Life & Accident Ins	7/27/2023		466.83 313.76
Check 69742 Total:					780.59
69743	CAI1	Continental American Insuran	7/27/2023		697.85 453.35 67.89
Check 69743 Total:					1,219.09
69744	CHP1	County Health Pool	7/27/2023		4,154.85 96,796.00 1,155.96 931.10 9,232.00 35.88 798.45 334.85 64.40 637.45 900.55
Check 69744 Total:					115,041.49
69745	FSR1	Family Support Registry	7/27/2023		3,413.08
Check 69745 Total:					3,413.08
69746	FSL1	Fidelity Security Life Insuran	7/27/2023		15.57
Check 69746 Total:					15.57
69747	FNB2	Frontier Bank	7/27/2023		42,210.59 40,676.56 40,676.56 9,513.08 9,513.08 23,133.00

Check	Vendor No	Vendor Name	Date	Invoice No	amount
Check 69747 Total:					165,722.87
69748	LEG1	LegalShield	7/27/2023		276.10
Check 69748 Total:					276.10
69749	MTS1	MASA Global Building	7/27/2023		924.00
Check 69749 Total:					924.00
69750	NCA1	Nationwide Retirement Soluti	7/27/2023		170.00
Check 69750 Total:					170.00
69751	PRC5	Prowers Co Treasurer	7/27/2023		1,029.00
Check 69751 Total:					1,029.00
69752	REIF3	Natasha Reifschneider	7/27/2023	July 23	5,850.00
Check 69752 Total:					5,850.00
69753	SALAZ	Celia M. Salazar	7/27/2023	July 23	4,479.00
Check 69753 Total:					4,479.00
69754	WNI1	Washington National Insuranc	7/27/2023		39.50
Check 69754 Total:					39.50
69755	WHITE	Barbara White	7/27/2023	July 2023	7,420.00
Check 69755 Total:					7,420.00
69756	WINSORN	Nancy Winsor	7/27/2023	July 23	7,685.00
Check 69756 Total:					7,685.00
Report Total:					316,893.01

Accounts Payable

To Be Paid Proof List

User: paula
 Printed: 07/24/2023 - 3:25PM
 Batch: 00005.07.2023 - 7-27-2023



PROWERS COUNTY GOVERNMENT

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
Aflac AFL1	7/24/2023	1,913.64	0.00	07/24/2023					
01-00-215510 Health Insurance Premium				PR Batch 00001.07.2023 AFLAC Before Tax		PR Batch 00001.07.2023 AFLAC Before Tax		No	0
01-00-215510 Health Insurance Premium	7/24/2023	914.08	0.00	07/24/2023				No	0
				PR Batch 00001.07.2023 AFLAC After Tax		PR Batch 00001.07.2023 AFLAC After Tax			
Total:		2,827.72							
Aflac Total:		2,827.72							
CCOERA CRA1	7/24/2023	33,388.24	0.00	07/24/2023				No	0
01-00-215300 CCOERA				PR Batch 00001.07.2023 Retirement		PR Batch 00001.07.2023 Retirement		No	0
01-00-215300 CCOERA	7/24/2023	33,388.24	0.00	07/24/2023				No	0
01-00-215300 CCOERA				PR Batch 00001.07.2023 Retirement ER		PR Batch 00001.07.2023 Retirement ER		No	0
01-00-215300 CCOERA	7/24/2023	6,733.18	0.00	07/24/2023				No	0
				PR Batch 00001.07.2023 Retirement Loan		PR Batch 00001.07.2023 Retirement Loan			
Total:		73,509.66							
CCOERA Total:		73,509.66							
CCOERA CRA2	7/24/2023	250.00	0.00	07/24/2023				No	0
01-00-215300 CCOERA				PR Batch 00001.07.2023 Voluntary CCOERA/Deferred		PR Batch 00001.07.2023 Voluntary CCOERA/Deferred			

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
01-00-215300 CCOERA	7/24/2023	320.00	0.00	07/24/2023				No	0
				PR Batch 00001.07.2023 Voluntary CCOERA/Roth 457 AT		PR Batch 00001.07.2023 Voluntary CCOERA/Roth 457 AT		No	0
01-00-215300 CCOERA	7/24/2023	356.60	0.00	07/24/2023				No	0
				PR Batch 00001.07.2023 Voluntary CCOERA/Deferred %		PR Batch 00001.07.2023 Voluntary CCOERA/Deferred %		No	0
01-00-215300 CCOERA	7/24/2023	205.93	0.00	07/24/2023				No	0
				PR Batch 00001.07.2023 Voluntary CCOERA/Roth 457 AT		PR Batch 00001.07.2023 Voluntary CCOERA/Roth 457 AT		No	0
Total:		1,132.53							
CCOERA Total:		1,132.53							
Colonial Life & Accident Ins Co. CLN1									
01-00-215510 Health Insurance Premium	7/24/2023	466.83	0.00	07/24/2023				No	0
				PR Batch 00001.07.2023 Colonial After Tax		PR Batch 00001.07.2023 Colonial After Tax		No	0
01-00-216000 Colonial Insurance	7/24/2023	313.76	0.00	07/24/2023				No	0
				PR Batch 00001.07.2023 Colonial Pre-Tax		PR Batch 00001.07.2023 Colonial Pre-Tax		No	0
Total:		780.59							
Colonial Life & Accident I		780.59							
Continental American Insurance Company CA11									
01-00-215510 Health Insurance Premium	7/24/2023	697.85	0.00	07/24/2023				No	0
				PR Batch 00001.07.2023 Accident Pre-Tax		PR Batch 00001.07.2023 Accident Pre-Tax		No	0
01-00-215510 Health Insurance Premium	7/24/2023	453.35	0.00	07/24/2023				No	0
				PR Batch 00001.07.2023 Critical After Tax		PR Batch 00001.07.2023 Critical After Tax		No	0
01-00-215510 Health Insurance Premium	7/24/2023	67.89	0.00	07/24/2023				No	0
				PR Batch 00001.07.2023 Hospital Indem.Pre-Tax		PR Batch 00001.07.2023 Hospital Indem.Pre-Tax		No	0
Total:		1,219.09							
Continental American Insu		1,219.09							
County Health Pool									

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type Reference	PO #	Close PO	Line #
CHP1									
01-00-215900 Dental Insurance	7/24/2023	4,154.85	0.00	07/24/2023	PR Batch 00001.07.2023 Dental Insurance	PR Batch 00001.07.2023 Dental Insurance		No	0
01-00-215510 Health Insurance Premium	7/24/2023	96,796.00	0.00	07/24/2023	PR Batch 00001.07.2023 Health Insurance-Employer	PR Batch 00001.07.2023 Hcalth Insurance-Employer		No	0
01-00-215700 County Share Life Ins	7/24/2023	1,155.96	0.00	07/24/2023	PR Batch 00001.07.2023 Life Insurance	PR Batch 00001.07.2023 Life Insurance		No	0
01-00-215400 Vision	7/24/2023	931.10	0.00	07/24/2023	PR Batch 00001.07.2023 Vision Emp.ER	PR Batch 00001.07.2023 Vision Emp.ER		No	0
01-00-215510 Health Insurance Premium	7/24/2023	9,232.00	0.00	07/24/2023	PR Batch 00001.07.2023 Health Insurance - Employee	PR Batch 00001.07.2023 Health Insurance - Employee		No	0
01-00-215700 County Share Life Ins	7/24/2023	35.88	0.00	07/24/2023	PR Batch 00001.07.2023 Dependent Life	PR Batch 00001.07.2023 Dependent Life		No	0
01-00-215700 County Share Life Ins	7/24/2023	798.45	0.00	07/24/2023	PR Batch 00001.07.2023 Supp Life Emp.	PR Batch 00001.07.2023 Supp Life Emp.		No	0
01-00-215400 Vision	7/24/2023	334.85	0.00	07/24/2023	PR Batch 00001.07.2023 Vision EmpEE.	PR Batch 00001.07.2023 Vision EmpEE.		No	0
01-00-215700 County Share Life Ins	7/24/2023	64.40	0.00	07/24/2023	PR Batch 00001.07.2023 Supp Life Spouse	PR Batch 00001.07.2023 Supp Life Spouse		No	0
01-00-215510 Health Insurance Premium	7/24/2023	637.45	0.00	07/24/2023	PR Batch 00001.07.2023 Health Ins Employee Part Time	PR Batch 00001.07.2023 Health Ins Employee Part Time		No	0
01-00-215510 Health Insurance Premium	7/24/2023	900.55	0.00	07/24/2023	PR Batch 00001.07.2023 Hlth Ins.- Employer for PT Emp	PR Batch 00001.07.2023 Hlth Ins.- Employer for PT Emp		No	0
Total:		115,041.49							
County Health Pool Total:		115,041.49							
Family Support Registry FSR1									
01-00-216600 Garnishments	7/24/2023	3,413.08	0.00	07/24/2023	PR Batch 00001.07.2023 Child Support	PR Batch 00001.07.2023 Child Support		No	0
Total:		3,413.08							
Family Support Registry To		3,413.08							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Fidelity Security Life Insurance Co. FSL1	7/24/2023	15.57	0.00	07/24/2023					
01-00-216900 Next Step - Fidelity				PR Batch 00001.07.2023 Fidelity Security Supp.		PR Batch 00001.07.2023 Fidelity Security Supp.		No	0
Total:		15.57							
Fidelity Security Life Insur		15.57							
Frontier Bank FNB2	7/24/2023	42,210.59	0.00	07/24/2023					
01-00-215000 Fed W/H	7/24/2023	40,676.56	0.00	07/24/2023	PR Batch 00001.07.2023 Federal Income Tax	PR Batch 00001.07.2023 Federal Income Tax		No	0
01-00-215100 FICA W/H	7/24/2023	40,676.56	0.00	07/24/2023	PR Batch 00001.07.2023 FICA Employee Portion	PR Batch 00001.07.2023 FICA Employee Portion		No	0
01-00-215100 FICA W/H	7/24/2023	9,513.08	0.00	07/24/2023	PR Batch 00001.07.2023 FICA Employer Portion	PR Batch 00001.07.2023 FICA Employer Portion		No	0
01-00-215100 FICA W/H	7/24/2023	9,513.08	0.00	07/24/2023	PR Batch 00001.07.2023 Medicare Employee Portion	PR Batch 00001.07.2023 Medicare Employee Portion		No	0
01-00-215100 FICA W/H	7/24/2023	23,133.00	0.00	07/24/2023	PR Batch 00001.07.2023 Medicare Employer Portion	PR Batch 00001.07.2023 Medicare Employer Portion		No	0
01-00-215200 State W/H	7/24/2023		0.00	07/24/2023	PR Batch 00001.07.2023 State Income Tax	PR Batch 00001.07.2023 State Income Tax		No	0
Total:		165,722.87							
Frontier Bank Total:		165,722.87							
LegalShield LEG1	7/24/2023	276.10	0.00	07/24/2023					
01-00-216800 Legal Shield				PR Batch 00001.07.2023 Legal Aid		PR Batch 00001.07.2023 Legal Aid		No	0
Total:		276.10							
LegalShield Total:		276.10							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
MASA Global Building MTS1	7/24/2023	924.00	0.00	07/24/2023 PR Batch 00001.07.2023 Medical Transport				No	0
01-00-216850 MASA									
Total:		924.00							
MASA Global Building To		924.00							
Nationwide Retirement Solutions NCA1	7/24/2023	170.00	0.00	07/24/2023 PR Batch 00001.07.2023 Nationwide Retirement				No	0
01-00-215800 PEBSCO									
Total:		170.00							
Nationwide Retirement Sol		170.00							
Prowers Co Treasurer PRC5	7/24/2023	1,029.00	0.00	07/24/2023 PR Batch 00001.07.2023 FSA Medical				No	0
01-00-215500 Health Insurance-FSA									
Total:		1,029.00							
Prowers Co Treasurer Total		1,029.00							
Reifschneider, Natasha REIF3	7/24/2023	5,850.00	0.00	07/27/2023 JBBS Salary Expense				No	0
July 23									
01-13-411920 Salary - JBBS									
July 23 Total:		5,850.00							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
Reifschneider, Natasha Tot		5,850.00							
Salazar, Celia M. SALAZ July 23 01-13-411920 Salary - JBBS	7/24/2023	4,479.00	0.00	07/27/2023 JBBS Salary Expense				No	0
July 23 Total:		4,479.00							
Salazar, Celia M. Total:		4,479.00							
Washington National Insurance Company WNII									
01-00-215600 Washington National	7/24/2023	39.50	0.00	07/24/2023 PR Batch 00001.07.2023 Washington Nat'l Insurance				No	0
Total:		39.50							
Washington National Insur		39.50							
White, Barbara WHITE July 2023 01-13-411920 Salary - JBBS	7/24/2023	7,420.00	0.00	07/27/2023 JBBS Salary Expense				No	0
July 2023 Total:		7,420.00							
White, Barbara Total:		7,420.00							
Winsor, Nancy WINSORN July 23 01-13-411920 Salary - JBBS	7/24/2023	7,685.00	0.00	07/27/2023 JBBS Salary Expense				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

July 23 Total:		7,685.00							
Winsor, Nancy Total:		7,685.00							
Report Total:		391,535.20							

General Ledger
PR Fringe Expense

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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	18.00
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	147.54
01-04-415400	Vision Insurance Premium	3.51
01-04-415600	Retirement - County Share	97.42
01-04-415700	Group Life Insurance Premium	1.11
01-05-415100	FICA	1,316.91
01-05-415400	Vision Insurance Premium	11.20
01-05-415500	Health Insurance Premium	647.50
01-05-415600	Retirement - County Share	884.16
01-05-415700	Group Life Insurance Premium	14.15
01-05-415900	Unemployment Insurance	35.36
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	159.08
01-08-415400	Vision Insurance Premium	4.28
01-08-415500	Health Insurance Premium	503.26
01-08-415600	Retirement - County Share	143.00
01-08-415700	Group Life Insurance Premium	5.40
01-08-415900	Unemployment Insurance	5.72
01-09-415100	FICA	1,042.02
01-09-415400	Vision Insurance Premium	22.64
01-09-415500	Health Insurance Premium	1,342.00
01-09-415600	Retirement - County Share	689.41
01-09-415700	Group Life Insurance Premium	17.97
01-09-415900	Unemployment Insurance	15.08
01-10-415100	FICA	1,497.61
01-10-415400	Vision Insurance Premium	22.80
01-10-415500	Health Insurance Premium	2,684.00
01-10-415600	Retirement - County Share	995.78
01-10-415700	Group Life Insurance Premium	14.40
01-10-415900	Unemployment Insurance	27.33
01-11-415100	FICA	2,105.65
01-11-415400	Vision Insurance Premium	45.60
01-11-415500	Health Insurance Premium	5,368.00
01-11-415600	Retirement - County Share	1,395.49
01-11-415700	Group Life Insurance Premium	57.60
01-11-415900	Unemployment Insurance	55.82
01-13-415100	FICA	10,390.75
01-13-415400	Vision Insurance Premium	174.35
01-13-415500	Health Insurance Premium	18,788.00
01-13-415600	Retirement - County Share	6,706.65
01-13-415700	Group Life Insurance Premium	223.20

Account Number	Description	Debits
01-13-415900	Unemployment Insurance	260.43
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	258.82
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	7.55
01-25-415100	FICA	2,130.16
01-25-415400	Vision Insurance Premium	51.30
01-25-415500	Health Insurance Premium	4,697.00
01-25-415600	Retirement - County Share	1,427.45
01-25-415700	Group Life Insurance Premium	57.60
01-25-415900	Unemployment Insurance	57.09
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	82,267.56
02	Road and Bridge Fund	
02-43-415100	FICA	4,555.05
02-43-415400	Vision Insurance Premium	74.10
02-43-415500	Health Insurance Premium	8,052.00
02-43-415600	Retirement - County Share	3,082.46
02-43-415700	Group Life Insurance Premium	100.44
02-43-415900	Unemployment Insurance	123.28
02	Road and Bridge Fund	15,987.33
09	Lodging Tax Fund	
09-34-415100	FICA	15.87
09-34-415400	Vision Insurance Premium	0.20
09-34-415500	Health Insurance Premium	23.50
09-34-415600	Retirement	10.59
09-34-415700	Group Life Insurance Premium	0.25
09-34-415900	Unemployment Insurance	0.42
09	Lodging Tax Fund	50.83
11	Public Health Agency Fund	

Account Number	Description	Debits
11-17-415100	FICA	3,131.32
11-17-415400	Vision Insurance Premium	51.31
11-17-415500	Health Insurance Premium	5,737.03
11-17-415600	Retirement - County Share	2,204.53
11-17-415700	Group Life Insurance Premium	72.00
11-17-415900	Unemployment Insurance	88.19
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	549.89
11-26-415400	Vision Insurance Premium	11.39
11-26-415500	Health Insurance Premium	671.02
11-26-415600	Retirement - County Share	368.33
11-26-415700	Group Life Insurance Premium	11.88
11-26-415900	Unemployment Insurance	14.74
11-33-415100	FICA	2,142.64
11-33-415400	Vision Insurance Premium	45.60
11-33-415500	Health Insurance Premium	4,697.00
11-33-415600	Retirement - County Share	1,470.90
11-33-415700	Group Life Insurance Premium	50.40
11-33-415900	Unemployment Insurance	52.24
11-35-415100	FICA	1,213.87
11-35-415400	Vision Insurance Premium	17.10
11-35-415500	Health Insurance Premium	1,342.00
11-35-415600	Retirement - County Share	755.52
11-35-415700	Group Life Insurance Premium	19.08
11-35-415900	Unemployment Insurance	32.82
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	27,237.24
13	CRMC Fund	
13-46-415100	FICA	9,903.63
13-46-415400	Vision Insurance Premium	186.09
13-46-415500	Health Insurance Premium	19,893.91
13-46-415600	Retirement - County Share	6,631.07
13-46-415700	Group Life Insurance Premium	261.35
13-46-415900	Unemployment Insurance	265.23
13	CRMC Fund	37,141.28
14	OPC Fund	
14-47-415100	FICA	5,157.03
14-47-415400	Vision Insurance Premium	121.71
14-47-415500	Health Insurance Premium	12,985.09
14-47-415600	Retirement - County Share	3,368.30
14-47-415700	Group Life Insurance Premium	153.73
14-47-415900	Unemployment Insurance	137.30
14	OPC Fund	21,923.16
Grand Total		184,607.40
Expense Total		184,607.40

General Ledger
PR Expense

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PROWERS COUNTY GOVERNMENT



Account Number	Description	Debits
01	County General Fund	
01-01-411100	Salaries	18,195.17
01-04-411100	Salaries	1,948.51
01-05-411100	Salaries	6,916.67
01-05-411200	Salary - Permanent	10,766.77
01-07-411100	Salaries	6,248.17
01-07-411200	Salary - Permanent	14,559.93
01-08-411200	Salary - Permanent	2,860.00
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	13,667.32
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	36.00
01-13-411100	Salaries	8,372.75
01-13-411200	Salary - Permanent	34,793.76
01-13-411210	Salary - Permanent - Jail	63,587.32
01-13-411220	Salary - Weekend Court	7,216.80
01-13-411500	Salary-Jail Training Bkng Fees	407.85
01-13-411600	Salary - Adult Transport	354.00
01-13-411700	Salary - Juvenile Transport	0.00
01-13-411800	Jail Nursing Service	612.50
01-13-411900	Salary - CH Security Grant	6,560.00
01-13-411901	Courthouse Security Overtime	1,397.00
01-13-411910	Holly Patrol - Salary	0.00
01-13-411920	Salary - JBBS	34,550.00
01-13-411930	Salary - Zoom	3,915.10
01-13-412000	Salary - Overtime	0.00
01-13-412100	Salary - Overtime - Jail	2,252.20
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	1,072.00
01-22-411400	Salary - SeasonalTemporary	436.80
01-25-411100	Salaries	4,711.20
01-25-411200	Salary - Permanent	22,664.72
01-25-412000	Salary - Overtime	1,173.06
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	332,504.74
02	Road and Bridge Fund	
02-43-411100	Salary - Supervisor	7,143.07
02-43-411200	Salary - Permanent	54,506.41
02	Road and Bridge Fund	61,649.48
09	Lodging Tax Fund	
09-34-411200	Salaries	211.75

-25,434.00

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	35,086.15
11-23-411300	Salary - Registrar	3,620.93
11-26-411100	Salary - Supervisor, RN	2,795.16
11-26-411200	Salary - Permanent	4,571.29
11-33-411100	Salary - Supervisor	5,720.00
11-33-411200	Salary - Permanent	23,698.10
11-35-411100	Salary - Supervisor	7,318.13
11-35-411200	Salary - Permanent	9,088.16
11-37-411100	Salary - Manager	5,200.00
11-37-411200	Salary - Permanent	0.00
11	Public Health Agency Fund	106,102.58
13	CRMC Fund	
13-46-411100	Salary - Operations Manager	7,291.78
13-46-411200	Salary - Supervisors	15,280.00
13-46-411300	Salary - Processing Techs	110,049.45
13-46-411500	Incentives	0.00
13	CRMC Fund	132,621.23
14	OPC Fund	
14-47-411100	Salary - Program Manager	3,958.22
14-47-411200	Salary - Supervisors	7,424.25
14-47-411300	Salary - Permanent	39,014.71
14-47-411400	Salary- Quality Assur. Analyst	9,710.01
14-47-411500	Salary - Front Desk Tech	2,599.99
14-47-411600	Salary - Lead Technicians	5,938.53
14	OPC Fund	68,645.71
Grand Total		701,735.49
Expense Total		701,735.49

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/8/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 7/26/23

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 Core Services Plan to be submitted to the Colorado Department of Human Services by Prowers County Department of Human Services and authorize Department of Human Services Director Lanie Meyers-Mireles to execute the Plan electronically.”

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code: \$217,361 in total funding. \$75,846 80/20 funds and \$138,260 in 100% state funds.

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!



NEW Core Plan Template

(Last Revised 06/15/2023)

Is the County submitting a Core II Plan? ☒ Yes ☐ No

Programmatic Pieces from County Core Plan Experts

Core Services Program/Volume 7:

- List of Definitions of Services - ([Link to Volume 7.3](#))

Cut & paste this into your browser to access:

<https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=10689&fileName=12%20CCR%202509-4>

- County Designed Services

List of defined services that could be referenced - counties then have space to enter distinctive features to their service
Ability to attach Documentation if needed

- Is this service innovative and/or otherwise unavailable in this county? Yes or No
- Can this service be funded by Medicaid or private insurance instead of Core? Yes or No

Which Core goal does this service best meet? (Check the box next to the selection)

- ✓ Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child;
- ✓ Prevent out-of-home placement of the child;
- ✓ Return children in placement to their own home; or
- Unite children with their permanent families.
- ✓ Provide services that protect the child
- ✓ To return children in placement to their own home or to unite children with their permanent families” is defined as return to the home of a parent, an adoptive placement, guardianship, supervised independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.



COUNTY DESIGN NARRATIVE SECTION

Optional services approved as a part of the county's Core Services Plan are approved on an annual basis.

For a County Designed Service to be extended beyond one year, this portion of the plan must be submitted and approved annually by the State Department.

Given that County Designed programs are not standardized across counties, it is important to provide detailed information as outlined below.

The information listed below is to be completed for each County Designed Service and included in the County(ies)' Core Services Program Plan.

1. Definition of Core Services: **7.303.1 Definitions**
2. Describe the service and components of the service; define the goals of the program.
7.303.11 Program Goals
3. Indicate if a new Trails service detail is necessary for this County Designed Program or that the service detail is already an option in Trails. **7.303.12 Access**
4. Define the eligible population to be served. **7.303.13 Program Eligibility**
5. Define the time frame of the service. **7.303.15 Service Time Frames**
6. Define the workload standard for the program: • the number of cases per worker, • the number of workers for the program, and • the worker-to-supervisor ratio. **see 7.303.16 for Workload Standards**
7. Define the staff qualifications for the service, e.g., minimum caseworker III or equivalent in role?
8. Define the performance indicators that will be achieved by the service, **see 7.303.17.**
9. Identify the service provider.
10. Define the rate of payment (e.g., \$100.00 per session/episode).

CORE SERVICES COUNTY DESIGNED SERVICE

Service Name: Powers County Designed Services-Collaborative management Individual Support Services Meetings (ISST).

Optional services approved as a part of the county's Core Services Plan are approved on an annual basis. For a County Designed Service to be extended beyond one year, this portion of the plan must be submitted and approved annually by the State Department.

Given that County Designed programs are not standardized across counties, it is important to provide detailed information as outlined below. The information listed below is to be completed for each County Designed Service and included in the County(ies)' Core Services Program Plan.

1. Describe the service and components of the service; define the goals of the program.

Through About F.A.C.E., Collaborative Management Program, caseworkers meet with families and several other supportive service providers attempting to identify unmet needs or services the family could benefit from. The goal of these meetings is to advocate for parents to become self-sufficient; preventing out of home placement, reducing the need for child welfare involvement and overall family growth and improvement.

Collaboration:

- DHS staff;
- About F.A.C.E. partners
- Collaborate with the FIRE (Fatherhood) Program Coordinator to advance knowledge for fathers on public health programming, prevention and other areas of expertise. This includes promoting fatherhood engagement and referring to the Father Advocate.
- Participate with the Adult & Family Services unit in meetings.

2. Indicate if a new Trails service detail is necessary for this County Designed Program or that the service detail is already an option in Trails.

Unknown, will follow State recommendations for this service.

3. Define the eligible population to be served.

Child welfare clients with an open assessment or case, families who may have had a screened-out referral that would benefit from preventative community resources.

4. Define the time frame of the service.

7/1/2023-6/30/2024

5. Define the workload standard for the program:

- number of cases per worker,-

Workers would manage cases through open assessments, or through prevention cases. Cases would follow the volume guidelines for workloads.

- number of workers for the program, and
4 caseworkers with 3 case aides
- worker to supervisor ratio.

Supervision will be provided by the Adult and Family Services Manager and Supervisors.

6. Define the staff qualifications for the service, e.g., minimum caseworker III or equivalent, see 7.603.1 for guidelines.

Yes

7. Define the performance indicators that will be achieved by the service, see 7.303.18.

The program will report annually to the Adult and Family Services Program and About F.A.C.E. program the following:

- Number of referrals received
- Number of interactions and/or meetings with clients

- 8 Identify the service provider.

Prowers County Department of Human Services

9. Define the rate of payment (e.g., \$100.00 per session/episode).

N/A

CORE SERVICES COUNTY DESIGNED SERVICE

Service Name: Prowers County Designed Services-Fatherhood Program

Optional services approved as a part of the county's Core Services Plan are approved on an annual basis. For a County Designed Service to be extended beyond one year, this portion of the plan must be submitted and approved annually by the State Department.

Given that County Designed programs are not standardized across counties, it is important to provide detailed information as outlined below. The information listed below is to be completed for each County Designed Service and included in the County(ies)' Core Services Program Plan.

1. Describe the service and components of the service; define the goals of the program.

Prowers County Department of Human Services has a robust Fatherhood program that promotes fathers' engagement and the importance of fathers in their children's lives. There is a full time advocate who facilitates parenting classes and support groups, advocates for father's in court, education and child welfare actions.

Collaboration:

- DHS staff;
- About F.A.C.E. partners
- Collaborate with the FIRE (Fatherhood) Program Coordinator to advance knowledge for fathers on public health programming, prevention and other areas of expertise. This includes promoting fatherhood engagement and referring to the Father Advocate.
- Participate with the Adult & Family Services unit in meetings.

2. Indicate if a new Trails service detail is necessary for this County Designed Program or that the service detail is already an option in Trails.

Unknown, will follow State recommendations for this service.

3. Define the eligible population to be served.

Child welfare clients with an open assessment or case, families who are going through child support services, personal referrals, and families/fathers who may have had a screened-out referral that would benefit from preventative community resources.

4. Define the time frame of the service.

7/1/2023-6/30/2024

5. Define the workload standard for the program:

- number of cases per worker,-

Fatherhood advocate would not manage a caseload, but would support the workers who may have an open case or assessment.

- number of workers for the program, and
1 Fatherhood advocate

- worker to supervisor ratio.

Supervision will be provided by the Special Programming Supervisor.

6. Define the staff qualifications for the service, e.g., minimum caseworker III or equivalent, see 7.603.1 for guidelines.

Yes

7. Define the performance indicators that will be achieved by the service, see 7.303.18.

The program will report annually to the Adult and Family Services Program and About F.A.C.E. program the following:

- Number of referrals received
- Number of interactions and/or meetings with clients

9 Identify the service provider.

Prowers County Department of Human Services

9. Define the rate of payment (e.g., \$100.00 per session/episode).

N/A

CORE SERVICES COUNTY DESIGNED SERVICE

Service Name: Prowers County Core 2 Plan/Nurse Consultant

Optional services approved as a part of the county's Core Services Plan are approved on an annual basis. For a County Designed Service to be extended beyond one year, this portion of the plan must be submitted and approved annually by the State Department.

Given that County Designed programs are not standardized across counties, it is important to provide detailed information as outlined below. The information listed below is to be completed for each County Designed Service and included in the County(ies)' Core Services Program Plan.

6. Describe the service and components of the service; define the goals of the program.

Nurse consultant will accompany caseworker on home visits during regular work hours to help address complicated medical issues, consult on developmental issue, provide guidance on substance abuse issues, and to assist in connecting clients with community resources. Further the Nurse Consultant will chair the Child Protection Team and be a community advocate for child safety, permanency and well-being of all children. The Nurse Consultant will participate in RED Team meetings when available and will also be available for case conferences to provide expertise in issues associated with medical needs and care of children involved in the child welfare system. The Nurse Consultant will also work with other medical providers in an effort to coordinate care of medically fragile children and provide guidance and support to child welfare staff on these issues. Nurse consultant would also be available to participate in ISST meetings, if needed.

PSNC staff shall provide consultation, expertise, education and support to caseworkers and clients (biological, foster or kinship parents/families) so they can better plan for the needs of the children. Services may include, but not necessarily limited to, the following:

Evaluations:

- Nurse health evaluation-physical and developmental issues, immediate health concerns;
- Family health evaluation and provide appropriate referrals;
- Provide consultation to protective services staff;
- Research and help interpret medical terminology, diagnosis, and treatment to caseworker staff and families;

- Complete paternity testing training and conduct paternity testing for DHS child welfare clients.
- Education for clients/family members/community:
 - Pregnancy prevention and family planning education with youth in transition or emancipated youth or other families/individuals referred by DHS;
 - Assist DHS staff to incorporate medical information into Family and Individual Service Plans. Nurse will attend Family Engagement Meetings, Permanency Roundtables, and RED Team meetings, if available, as requested by caseworker.
 - Resource and referrals;
 - Assistance in communicating with doctors and medical professionals;
 - Provide education and educational materials for families, expecting mothers, and youth for all substance including vaping. Education materials will include health effects to self, effects to exposing children in-utero, in the home, as well as long-term impact on the developing and adolescent brain. Education will also include safe storage of marijuana products.
 - Provide Narcan and associated training for individuals with SUD and their family members or care givers.

Collaboration:

- DHS staff;
- About F.A.C.E. partners
- Health care providers - act as a liaison between DHS staff and medical community to expedite referrals and access and understand medical information;
- Other community resources to enhance community contacts and increase public health knowledge and prevention;
- Assist DHS staff to incorporate medical information into Family and Individual Service Plans. Nurse will attend Family Engagement Meetings, if available, as requested by caseworker.
- Collaborate with The Cornerstone Resource Center to advance parenting knowledge in area of nutrition and health care.
- Collaborate with the FIRE (Fatherhood) Program Coordinator to advance knowledge for fathers on public health programming, prevention and other areas of expertise. This includes promoting fatherhood engagement and referring to the Father Advocate.
- Participate with the Adult & Family Services unit in meetings with Mathematica related to the Breakthrough Learning Services on Engaging Fathers in the Child Welfare system.

7. Indicate if a new Trails service detail is necessary for this County Designed Program or that the service detail is already an option in Trails.

Unknown, will follow State recommendations for this service.

8. Define the eligible population to be served.

Child welfare clients with an open assessment or case.

9. Define the time frame of the service.

7/1/2023-6/30/2024

10. Define the workload standard for the program:

- number of cases per worker, -
Nurse consultant will not manage cases, but rather be a support to the case workers with expertise, resources, and medical knowledge.
- number of workers for the program, and
1 Nurse consultant at 20 hours per week provided by Prowers County Public Health.
- worker to supervisor ratio.
Supervision will be provided by the Prowers County Public Health Director; Nurse Consultant will work closely with the Adult and Family Services Manager.

6. Define the staff qualifications for the service, e.g., minimum caseworker III or equivalent, see 7.603.1 for guidelines.

Registered nurse qualified, licensed and in good standing with DORA.

7. Define the performance indicators that will be achieved by the service, see 7.303.18.

The program will report annually to the Child Protection Team and About F.A.C.E. program the following:

- Number of referrals received
- Number of interactions with clients where education/educational materials were provided
- Number of paternity tests conducted
- Number of FEM & PRT meetings attended
- Number of RED Team meetings attended
- Number of Narcan kits distributed

- 10 Identify the service provider.

Prowers County Public Health

9. Define the rate of payment (e.g., \$100.00 per session/episode).

Prowers County DHS would pay ½ of the salary and benefits for Nurse Consultant. Payment would be issued monthly.

SERVICE	Check here if included in (PA3) (Prevention)	Check here if included in (PA4) (Youth in Conflict)	Check here if included in (PA5)	Check here if included in (PA6) (Adoption at risk of disruption, FYIT)
1. Home-Based Intervention	X	X	X	X
2. Intensive Family Therapy	X	X	X	X
3. Sexual Abuse Treatment	X	X	X	X
4. Day Treatment				
5. Life Skills	X	X	X	X
6. County-Designed Service	X	X	X	X
7. SEA - (Special Economic Assistance)	X	X	X	X
8. Aftercare Services				
9. Mental Health Services	X	X	X	X
10. Substance Abuse Treatment	X	X	X	X

- Aftercare Services: Any of the Core Services provided to prepare a child for reunification with his/her family or other permanent placement and to prevent future out-of-home placement of the child.
- County Designed Services: An optional service tailored by the specific county to meet the needs of families and children in the community in order to prevent the out-of-home placement of children or facilitate reunification or another form of permanence. County-designed services encompass components of the menu of Core Services, yet are structured in their delivery and tracked uniquely to gain detailed data on evidenced-based programs, as well as programs that are providing positive outcomes in communities around the state.
- Day Treatment: Comprehensive, highly structured services that provide education to children and therapy to children and their families.
- Home-Based Intervention: Services provided primarily in the home of the client and include a variety of services, which can include therapeutic services, concrete services, collateral services, and crisis intervention directed to meet the needs of the child and family. See Section 7.303.14 for service elements of therapeutic, concrete, collateral, and crisis intervention.
- Intensive Family Therapy: Therapeutic intervention typically with all family members to improve family communication, functioning, and relationships.
- Life Skills: Services provided primarily in the home that teach household management, effectively accessing community resources, parenting techniques, and family conflict management.
- Mental Health Services: Diagnostic and/or therapeutic services to assist in the development of the family services plan and to assess and/or improve family communication, functioning, and relationships.

- Sexual Abuse Treatment: Therapeutic intervention designed to address issues and behaviors related to sexual abuse victimization, sexual dysfunction, sexual abuse perpetration, and to prevent further sexual abuse and victimization.
- Special Economic Assistance: Emergency financial assistance of not more than \$2,000 per family per year in the form of cash and/or vendor payment to purchase hard services. See Section 7.303.14 for service elements of hard services.
- Substance Abuse Treatment Services: Diagnostic and/or therapeutic services to assist in the development of the family service plan, to assess and/or improve family communication, functioning, and relationships, and to prevent further abuse of drugs or alcohol.



**County FTEs Funded With Core
Core Services Program**

County:	Prowers County
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How many total FTEs are funded using your county's Core Services allocation?	
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Using the list below, please subdivide your county's total number of FTEs according to what area of child welfare they spend the most time working in.

Example: If you have an employee whose position is funded using Core and that employee spends 25% of their time working on primary prevention efforts, 25% of their time working on family engagement, and 50% of their time working on adoptions, then the assignment of that FTE's job duties toward the total number of FTEs for your county would be:

Primary Prevention .25 FTE, Family Engagement .25 FTE, and Adoptions .5 FTE.

Job Duties that Align with Core Goals	Total Number of FTEs
Home Based Services	.25
Lifeskills	.75
Intensive Family Therapy	.75
County Designed	.70
Sex Abuse Treatment	.05
Total number of FTEs funded through Core:	2.50

80/20 Funding Summary
Core Services Program

County(ies):	Prowers County	
Service Name:	Allocation Percentage:	
Lifekills	10%	
Home Based Services	10%	
Intensive Family Therapy	3%	
Sex Abuse Treatment	2%	
County Designed	10%	
Total 80/20 Allocation Percentage		35%

100% Funding Summary
Core Services Program

County(ies):	Prowers County
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Service Name:	Allocation Percentage:
Intensive Family Therapy	20%
Lifeskills	20%
Home Based Services	20%
SEA	2%
County Designed	3%

Total 100% Allocation Percentage	65%
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**Final Budget Page
Core Services Program**

County:	Prowers County		
CFMS Function Code:	Service Name:	80/20 Allocation Percentage	100% Allocation Percentage
1800	Home Based Services		20%
1700	Home Based Services	10%	
1810	Intensive Family Therapy		20%
1710	Intensive Family Therapy	3%	
1820	Lifeskills		20%
1720	Lifeskills	10%	
1840	Sex Abuse Treatment		1%
POS	Sex Abuse Treatment	2%	
1855	Special Economic Assistance		1%
POS	Mental Health Treatment		
POS	Substance Abuse Treatment		
	County Designed	10%	
	County Designed		3%
Totals:		35%	65%

*CFMS Function Codes 17xx denotes 80/20 allocation funded Core Service

**CFMS Function Codes 18xx denotes 100% allocation funded Core Service



CORE SERVICES STATEMENT OF ASSURANCES

Prowers County assures that, upon approval of the Core Services Program Plan the following will be adhered to in the implementation of the Program:

Core Services Assurances:

- Operation will conform to the provisions of the Plan;
- Operation will conform to State rules;
- Core Services Program Services, provided or purchased, will be accessible to children and their families who meet the eligibility criteria set forth in Rule Manual Volume 7, at 7.303;
- Operation will not discriminate against any individual on the basis of race, sex, national origin, religion, age or mental/physical disability who applies for or receives services through the Core Services program;
- Services will recognize and support cultural and religious background and customs of children and their families;
- Out-of-state travel will not be paid for with Core Services funds;
- All forms used in the completion of the Core Services Plan will be State prescribed or State approved forms;
- Core FTE/Personal Services costs authorized for reimbursement by the State Department will be used only to provide the direct delivery of Core Services;
- The purchase of services will be in conformity with State purchase of service rules including contract form, content, and monitoring requirements;
- Core Services Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (Set forth in Rule Manual Volume 7, at 7.414,B);
- Information regarding services purchased or provided will be reported to the State Department for program, statistical, and financial purposes;
- All providers of Core Services (through the purchase of service contracts) must be registered with the Colorado Department of Regulatory Agencies (DORA). The provision of Life Skills is the only exception to this mandate;
- County staff are responsible for monitoring their Program provider payments and for ensuring the county and providers are following all statutory and regulatory requirements;
- All Core Services are made available, based on the need of each child/youth/family; and
- All contracts for services using Core Services Program funding will include all of the required language of the attached contract template.

PURCHASE OF SERVICE CONTRACT
Core Services Program

1. THIS CONTRACT, made this _____ day of _____, 20__ by and between the _____ County Department of Human/Social Services at _____, hereinafter called "County" and _____(address) _____, (name) _____, (address) _____, hereinafter called "Contractor". _____(Tax I.D. or Social Security Number) _____.
2. This contract will be effective from _____ until _____.
3. County agrees to purchase, and Contractor agrees to provide _____ (Core Service) To _____ at _____ at other such (population to be served) _____ (location service is to be provided) _____ location as shall facilitate the provision of such services. This service is described in Rule Manual Volume 7, Section 7.303.1 _____, and, if appropriate, the State-approved County Core Service Plan.
4. County agrees to purchase, and the contractor agrees to furnish _____ units of _____ service at the cost of _____ per unit of service for a maximum amount of this contract of \$ _____.
5. The parties agree that the Contractor's relationship with the county is that of an independent Contractor.
6. The parties agree that payment pursuant to this Contract is subject to and contingent upon the continuing availability of funds for the purpose thereof.
7. County agrees:
 - a) To determine child eligibility and, as appropriate, to provide information regarding rights to fair hearings.
 - b) To provide the Contractor with written prior authorization on a child or family basis for services to be purchased.
 - c) To provide the Contractor with referral information, including name and address of family, social, medical, and educational information as appropriate to the referral.
 - d) To monitor the provision of contracted service.
 - e) To pay the Contractor after receipt of billing statements for services rendered satisfactorily and in accordance with this Contract.
8. Contractor agrees:
 - a) Not to assign any provision of this Contract to a subcontractor.
 - b) Not to charge clients any fees related to services provided under this contract.
 - c) To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable Colorado Department of Human Services qualification requirements.
 - d) To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
 - e) To provide the service described herein at a cost not greater than that charged to other persons in the same community.
 - f) To submit a billing statement in a timely manner, no later than forty-five (45) days after services. failure to do so may result in non-payment.



COLORADO

Office of Children,
Youth & Families

Department of Human Services

within _____ weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.

- At intervals of _____ months, from the time of enrollment/participation, submit reports that include progress and barriers in achieving provisions of the treatment plan.

- i) To provide access for any duly authorized representative of the County or the Colorado Department of Human Services until the expiration of five (5) years after the final payment under this Contract, involving transactions related to this Contract.
- j) Indemnify the County and the Colorado Department of Human Services from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of any such claims or actions.

9. In addition to the foregoing, the County and Contractor also agree:

10. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.

11. All payments will be paid through the State's approved automated system, as appropriate.

Core Services Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (As set forth in Rule Manual Volume 7, at 7.414, B (12 CCR 2509-5)).

ADDITIONAL PROVISIONS:

County Director's Signature

Date

Contractor's Signature

Date

Contractor's Title

Original to Contractor
Copy to the Case File
Copy to County Bookkeeping
Copy to State Accounting

Attach Core II Plan Documentation Here - if applicable

Resource List:

1. Volume 7 - [Child Welfare Services \(12 CCR 2509-4 \) effective 03/02/2023](#)

<https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=10689&fileName=12%20CCR%202509-4>

2. [Colorado Code of Colorado Regulations webpage](#) (for future updates to this Volume 7 PDF)

[https://www.sos.state.co.us/CCR/DisplayRule.do?action=ruleinfo&ruleId=2823&deptID=9&agencyID=107&deptName=Department%20of%20Human%20Services&agencyName=Social%20Services%20Rules%20\(Volume%207;%20Child%20Welfare,%20Child%20Care%20Facilities\)&seriesNum=12%20CCR%202509-4](https://www.sos.state.co.us/CCR/DisplayRule.do?action=ruleinfo&ruleId=2823&deptID=9&agencyID=107&deptName=Department%20of%20Human%20Services&agencyName=Social%20Services%20Rules%20(Volume%207;%20Child%20Welfare,%20Child%20Care%20Facilities)&seriesNum=12%20CCR%202509-4)

3. [Volume 7 for Core Services Effective 20230302 - 12 CCR 2509-4](#)

https://docs.google.com/document/d/12fHsbggj3Aw-8NXJf_jcn42UjXeDvOwJ/edit?usp=sharing&ouid=101377615796361637579&rtpof=true&sd=true

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/8/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 7/26/23

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 Order ID: Q-07192281 for the Department of Human Services Subscription to Thomas Reuters CLEAR Proflex in the amount of \$19,720.80 and authorize Department of Human Services Director Lanie Meyers-Mireles to execute the order by handwritten signature.”

Justification or Background:

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

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

The costs for this contract will be split between Child Support and County Administration.

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!



THOMSON REUTERS

Order Form

Order ID:Q-07192281

Contact your representative brandon.dandl@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address

Account #: 1003198562

PROWERS COUNTY

HUMAN SERVICES DEPT

1001 S MAIN ST

LAMAR CO 81052-3838 US

"Customer"

Shipping Address

Account #: 1003198562

PROWERS COUNTY

HUMAN SERVICES DEPT

1001 S MAIN ST

LAMAR CO 81052-3838 US

Billing Address

Account #: 1003198562

PROWERS COUNTY

HUMAN SERVICES DEPT

1001 S MAIN ST

LAMAR, CO 81052-3838 US

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- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	\$547.80	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage : If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage : If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the

Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Signature for Order ID: Q-07192281

ACKNOWLEDGEMENT Q-07192281

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 9/22/2023 CT.



THOMSON REUTERS™

Attachment**Order ID:Q-07192281**Contact your representative brandon.dandl@thomsonreuters.com with any questions. Thank you.

Order ID: Q-07192281

Payment Method:

Payment Method: Bill to Account

Account Number: 1003198562

This order is made pursuant to:

Payment, Shipping and Contact Information**Order Confirmation Contact (#28)**

Contact Name:Comer, Shawny

Email:scomer@prowerscounty.net

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1003198562	PROWERS COUNTY	1001 S MAIN ST LAMAR CO 81052-3838 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
7	Seats	41954352	CLEAR Government Investigations
10	Alerts	41343547	CLEAR Alerting Pro Addon

Account Contacts

Contact Name		Email Address	Customer Type Description
Shawny	Comer	scomer@prowerscounty.net	CLEAR PRIMARY CONT
Shawny	Comer	scomer@prowerscounty.net	EML PSWD CONTACT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1	2.2.2.2				

Sub Material	Quantity	Active Subscription to be Lapsed
41308780	1	CLEAR Proflex

41954352	7	CLEAR Government Investigations
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Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3-4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
41308780	CLEAR Proflex	\$547.80	5.00	\$575.19	5.00	\$603.95	N/A	\$N/A	N/A	\$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/8/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 7/25/23

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

“Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2023 and ending December 31, 2023 with Mesa County and authorize Lanie Meyers-Mireles, Director of Human Services, to sign with a handwritten signature.”

Justification or Background: This MOU will allow Prowers County Hotline County Connection Center to provide call coverage for child abuse/neglect and adult protective services reports for Mesa County.

Fiscal Impact: This item is budgeted in the following account code:
Estimated revenue in the amount of \$11,615.00

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

MEMORANDUM OF UNDERSTANDING

Between
MESA COUNTY
and
PROWERS COUNTY

INTRODUCTION:

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

PURPOSE:

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

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1 2023 for the period of 12 months, ending December 31, 2023.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

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

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

Estimated number of Child Abuse/Neglect Reports Feb 2023 – Dec 2023	525
C/W Inquiries 180 Divided by 10	18
Total Estimated Reports	543
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	495
Rate per Report	\$ 23.00
Estimated Investment for C/W Reports	\$ 11,385.00
Estimated number of APS reports Feb 2023 – Dec 2023	10
Rate per APS Report	\$ 23.00
Estimated Investment for APS reports	\$ 230.00
Total Investment for Call Coverage services	\$ 11,615.00

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

JOINT RESPONSIBILITIES SHARED BETWEEN MESA COUNTY AND PROWERS COUNTY HCCC:

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

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all the after-hours calls for Mesa County.
2. After-hour is defined as from 9:30 pm to 8 am Monday through Thursday and from 9:30 pm Friday, through Saturday and Sunday, to 8am Monday. After-hour does not include holidays other than the hours specified above as after-hour.
3. All next step decisions regarding Hotline call records will be left to the discretion of Mesa County. Mesa County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
4. **Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Mesa County's Trails Inbox. HCCC will notify Mesa County of a referral

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

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

GENERAL RESPONSIBILITIES OF MESA COUNTY

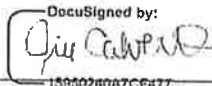
1. Mesa County will provide an updated list of on-call Mesa County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within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

GENERAL PROVISIONS

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

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2023 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2024 providing for payment of such obligations. Mesa County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed:  7/24/23
Name: Jill Calvert
Title: MCDHS Executive Director
Entity: Mesa County

Approving Entities

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

State Confirmation

Date: _____ Digitally signed
Signed: Ann M by Ann M
Name: Williams Williams
Title: _____ Date: 2023.07.25
Entity: _____ 10:16:11 -06'00'

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/8/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 7/26/23

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 Purchase of Service Contract between Prowers County Department of Human Services and Meaningful Collaborations in the amount of \$13,000.”

Justification or Background:

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

County: \$_____ Federal: \$_____ State: \$13,000 Other:

Approved by the County Attorney on: 7/19

7/24 approved removing Workman's Comp requirement.

Additional Approvals (if required):

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

THANK YOU!

PURCHASE OF SERVICES CONTRACT

THIS CONTRACT entered into this 8th day of August, 2023 by and between PROWERS COUNTY DEPARTMENT OF HUMAN, STATE OF COLORADO, hereinafter specifically referred to as "Prowers County Department of Human Services", whose address is 1001 South Main St. Lamar, CO 81052 and Meaningful Collaboration, LLC hereinafter referred to as "Independent Contractor", whose address is 3000 Robin Way, Denver, CO 80222.

Witnesseth,

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

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

1. Term. This contract will be effective from this date until the project is completed, unless terminated as set forth herein.
2. Services by Independent Contractor. Independent Contractor agrees to perform the duties as outlined in Template for Scope of Work with Community (attached). Services are exclusively available to Prowers County residents.
3. Contract Price. Prowers County will pay Independent Contractor as set forth in Exhibit A upon receipt of a satisfactory invoice.
4. Taxes. Independent Contractor understands that Independent Contractor is obligated to pay all federal and state income tax on all money earned while performing services for Prowers County.
5. Indemnify. Independent Contractor agrees to indemnify and hold harmless Prowers County from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of such claims or actions. Independent Contractor waives any and all claims against Prowers County.
6. Insurance. It is understood that Independent Contractor will furnish its own insurance and will not be eligible for insurance maintained by Prowers County for its employees, including health insurance, workers' compensation insurance, unemployment insurance, life insurance and all other benefits afforded employees.

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

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

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

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

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

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

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

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

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

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

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

contingent upon or resulting from the award of this Agreement to Company. Upon discovery of any breach or violation of this provision, Prowers County shall have the right to terminate this Agreement.

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

BOARD OF COMMISSIONERS,
PROWERS COUNTY, COLORADO

By _____
Ron Cook, Chairman

By _____
Wendy Buxton-Andrade, Vice-Chair

By _____
Tom Grasmick, Commissioner

ATTEST:

By _____
Jana Coen, Clerk

Date signed: _____

INDEPENDENT CONTRACTOR:

Lorendia Kristin
By Schmidt
Contractor's Signature

Digitally signed by Lorendia
Kristin Schmidt
Date: 2023.07.31 08:00:36
-06'00'

Date signed: _____

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 8-8-2023

Submitter: Darren Glover, PATS

Submitted to the County Administration Office on: 7-24-2023

Return Originals to: Jana Coen & Darren Glover

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of a Memorandum of Understanding between Prowers Area Transit (PATs) and Alta Vista Charter School for transportation services for the school's parents who register their children for this service during the 2023-2024 School Year.

Justification or Background:

We have had this MOU every year prior to 2010

Fiscal Impact: This item is budgeted in the following account code: This item is budgeted in the following account code: _ 25-380100

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on:



Prowers Area Transit
200 East Hickory St.
Lamar, Colorado 81052

719-336-8034 Fax: 719-336-8018

MEMORANDUM OF UNDERSTANDING AGREEMENT

This Memorandum of Understanding (MOU) is executed between Prowers County's Prowers Area Transit (PATs) and Alta Vista Charter School (School) for transportation services for the School's parents who register their children for this service during the 2023-2024 School year.

1. **Ridership service provided** – PATS will provide pickup and delivery of the School's students who are signed up for ridership. Pickup of the students will be during the school week at approximately 4:15 p.m. at the designated bus stop (DeWitt's Excavating Parking lot). The students will be delivered to an address as provided to PATS by the School for each individual student no later than 5:15 p.m.
2. **Minimum Ridership Required** – There shall be a minimum of 11 paid School students per month committed to PATS ridership for the 2023 – 2024 School year. Should the School fail to meet this minimum ridership commitment, this MOU will be deemed null and void.
3. **Signing up the students for PATS Ridership** – The School shall be responsible for the signing up its students for PATS ridership for the 2023-2024 School year and providing these registrations to PATS (Darren Glover, Director), prior to the first day of the 2023-2024 School year. Said registration form will be provided to the School prior to their registration date.
4. **Collection of Ridership Fees** – The School shall be responsible for collecting all PATS ridership fees for its registered students who ride the PATS bus during the 2023-2024 School year. The fees will be delivered or mailed to the PATS office, 200 East Hickory Street, Lamar, Colorado 81052 on a monthly basis. *The agreed fees schedule is attached.*
5. **Deficiency in Operation Costs vs Revenue** – In the event that the PATS Operation costs for providing ridership services to the School's students for the 2023-2024 School year exceed the revenue derived from the ridership fees (based on the minimum number of riders required), PATS will provide an itemized statement to the School no later than June 1, 2024. The School shall pay the deficit amount to PATS no later than July 1, 2024. Checks will be made payable to Prowers Area Transit.
6. **Termination of Agreement** – Either party may terminate this MOU Agreement for any reason upon a 30-day written notice to the other party. If to PATS: Darren Glover, Director, 200 East Hickory Street, Lamar, Colorado 81052. If to the School: Talara Coen, Alta Vista Charter School, 8785 CR LL, Lamar, Colorado 81052. Addendum Attached.



Prowers Area Transit
200 East Hickory St.
Lamar, Colorado 81052

719-336-8034 Fax: 719-336-8018

Approved on this date _____

Ron Cook
Chairman, BOCC
Prowers County
Board of Commissioners

Tom Grasmick
Commissioner
Prowers County
Board of Commissioners

Wendy Buxton-Andrade
Commissioner
Prowers County
Board of Commissioners


Talara Coen
Administrator
Alta Vista School


Darren Glover
Director
Prowers Area Transit/
Prairie Dog Express



*Prowers Area Transit
200 East Hickory St.
Lamar, Colorado 81052*

719-336-8034 Fax: 719-336-8018

ADDENDUM

COUNTY – PROWERS COUNTY, COLORADO

COMPANY – ALTA VISTA CHARTER SCHOOL

ADDITIONAL PROVISIONS

1. SATUTORY COUNTY – Prowers County, Colorado, which is a statutory county in the State of Colorado, reserves all rights as a statutory y entity, including governmental immunity as provided by law.
2. ASSIGNMENT – Company may not assign this contract without the written consent of Prowers County.
3. VENUE – Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Lamar, Colorado, and the court shall award to Prowers County, if it is the substantially prevailing party, its attorney fees, expert witness fees, court costs and any other litigation expense.
4. APPROPRIATION – Any monetary obligation Prowers County payable after the current fiscal year is subject to appropriation as provided by law.
5. PUBLIC RECORD – In the event Prowers County receives a public record demand pursuant to the Colorado Open Records Act for copies of document which the agreement provides are confidential, or may otherwise be subject to non-disclosure, Prowers County shall give written notice by facsimile and/or email to Company. Company shall notify Prowers County in writing by facsimile and/or email within 3 working days of notification if any documents requested as a public record should not be disclosed. The Company shall indemnify and hold harmless Prowers County as provided in Paragraph 6 for any public record requests where the Company requests Prowers County not to disclose such records.
6. INDEMNIFICATION – Company shall indemnify, save, and hold harmless Prowers County against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Company, or its employees, agents, officers and representatives.
7. DEFAULT – In the event of a default, the defaulting party shall have 15 days after receipt of written notice of default to cure such default or provide sufficient proof that demonstrates that measures to correct default are diligently being taken.
8. LIABILITY – Because Prowers County is a public entity, and is subject to statutory limits on spending including funds which have been duly appropriated, Prowers County and its officers, agents, employees and representative shall in no event be liable for damages to Company, or any



*Prowers Area Transit
200 East Hickory St.
Lamar, Colorado 81052*

719-336-8034 Fax: 719-336-8018

other party, whether based upon breach of contract, tort, strict liability, breach of warranty, or any other claim for relief of whatever nature or description. However, Company may be awarded specific performance, injunctive relief or other similar non-monetary remedy if proven by Company.

9. **INDEPENDENT CONTRACTOR** – The Company shall perform its duties hereunder as an independent contractor and shall be solely responsible for the acts of the Company, its employees, and agents. Neither the Company nor any agent or employee of the Company shall be or shall be deemed to be an agent or employee of Prowers County. The Company shall pay when due all required employment, income, and other taxes on any monies paid by Prowers County pursuant to this contract. The Company acknowledges that the Company and its employees are not entitled to unemployment insurance benefits unless the Company or a third party provides such coverage and that Prowers County does not pay for or otherwise provide such coverage. The Company shall have no authorization, express or implied, to bind Prowers County to any agreements, liabilities, or understandings except as expressly set forth herein. The Company shall provide and keep in force worker's compensation and unemployment compensation insurance in the amounts required by law and provides proof of such insurance when requested by Prowers County.
10. **ILLEGAL ALIENS** – Company certifies that Company shall comply with the provisions of C.R.S. 8-17.5-101 et seq. Company shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Company that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Company represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). Company shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by Colorado Department of Labor and Employment. If company fails to comply with any requirement of this provision or C.R.S. 8-17.5-101 et seq., Prowers County may terminate this contract for breach and Company shall be liable for actual and consequential damage to Prowers County.
11. **OFFICIALS NOT TO BENEFIT** – No official or employee of Prowers County shall directly or indirectly receive or be paid any share or part of this Agreement or any benefit that may arise therefore in violation of Article 29 of the Colorado Constitution. Company warrants that it has not retained any company or person (other than a bona fide employee working solely for Company) to solicit or secure this Agreement, and that Company has not paid or agreed to pay to any company or person, (other than a bona fide employee working for Company), any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to Company. Upon Discovery of any breach or violation of this provision, Prowers County shall have the right to terminate this Agreement.



*Prowers Area Transit
200 East Hickory St.
Lamar, Colorado 81052*

719-336-8034 Fax: 719-336-8018

12. BINDING EFFECT – This Agreement is binding upon the parties and their respective successors and permitted assigns. In the event of any conflict with the provisions of the main agreement, the provisions of the Addendum will control.

BOARD OF COUNTY COMMISSIONERS / ALTA VISTA CHARTER SCHOOL
PROWERS COUNTY, COLORADO

By _____
Ron Cook, Chairman, Prowers County Board of
Commissioners

By Talara Coen
Talara Coen, Administrator, Alta Vista Charter School

Date signed: _____, 2023

Attest:

By _____
Jana Coen, Prowers County Clerk
Date Signed: _____, 2023

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8-8-2023

Submitter: Darren Glover, PAT's Department

Submitted to the County Administration Office on: 8-1-2023

Return Originals to: NA

Number of originals to return to Submitter: N/A

Contract Due Date:

Consider ratifying 8-1-2023 email poll approval for 2024 5311 CDOT Grant Award totaling \$222,405.00 for Prowers Area Transit and authorizing Darren Glover, PAT's Director to accept the Grant Award electronically.

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):

**Proposed Award Summary**

Completed

Proposed Award Summary

**Budget Details &
Acceptance**

Agency

Prowers County**Attachments**

Completed

Proposed Award Summary Info

**Signature and Submission**

Missing Required Data

Proposed Award Name

Proposed Award -0855

Award Type

5311 Admin/Operating

Application

A2.0-0006301

Congratulations! The Colorado Department of Transportation (CDOT) Division of Transit and Rail (DTR) has received and evaluated your application. We are pleased to Inform you that DTR has either approved or partially approved your request. This proposed award offer provides a summary of your award. Note that you will receive one award offer per funding source and application; please follow the instructions for each award offer received.

Description



2024-5311: Admin & Operating

Funding Source



FTA-5311

Award Year

2024

Awarded Amount Proposed Award Summary Completed
\$222,405.00**Project Description**
Budget Details & Acceptance

The Agency shall maintain the existence of public transportation services through the following goals:

- 
- Attachments**
-
- Completed
-
1. Enhance access to health care, education, employment, public services, recreation, social transactions, and other basic needs;
-
2. Assist in the maintenance, development, improvement, and use of public transportation in their Transportation Planning Region (TPR);
-
- 
- Signature and Submission**
-
- Missing Required Data**
-
3. Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in their TPR through the coordination of programs and services; and
-
4. Encourage mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

The awarded funding is provided to support the services described in the Project Description above for calendar year 2024 (January 1 – December 31).

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Proposed Award Summary

In Progress

Budget Details & Acceptance

Budget Details &
Acceptance

Please enter your proposed Admin and Operating Award Amounts in the fields below. Your Local Match Amounts will calculate once you click "Save".



Attachments

Completed

The combined Admin Award Amount and Operating Award Amount CANNOT EXCEED the Total Awarded Amount.



Signature and Submission

Total Awarded Amount

222,405.00

Total Local Match Amount

\$153,343.50

Admin Award Amount

\$ 92,082

Operating Award Amount

\$ 130,323

Please provide a brief justification for the Admin Award Amount above

This amount will pay 80% of the Director's and Operations Manager's salary along with all other expenses labeled Admin along with the local match this total will pay for all admin expenses



Please provide a brief justification for the Operating Award Amount above

This total will pay 50% of the driver's salary and benefits along with the dispatcher's. Along with all other operating expenses; with the local match this total will cover all the operating expenses





Admin Local Match Amount


\$23,020.50

Operating Local Match Amount

 ~~\$130,323.00~~ Proposed Award Summary
Completed

 Because the amounts shown here may be different than what was applied for, please provide any necessary supporting information or documentation.
 Budget Details & Acceptance

*** Please confirm the Local Match Amount here and enter the source and status of matching funds (if you plan to deny the award, please enter N/A).**

 Attachments
Completed
All local match totals are budgeted and available through Prowers County

 Signature and Submission
Additional Terms from CDOT
Missing Required Data

Please be sure to update your SAM.gov registration; it expired on 7/18/23.

Acceptance

*** Do you accept this award?**

Yes

Next Steps

Upon your acceptance, CDOT will create a final award in COTRAMS.

1. Milestones and Risk Assessment: After you receive notice that the award has been created, login to COTRAMS to complete the Milestones and Risk Assessment within one week.

2. TIP Your Project: If you are in an urbanized area (over 50,000 population) and have not already done so, please begin the process of ensuring that your project is in, or can be amended into, the appropriate Transportation Improvement Program (TIP) for your MPO area; once placed in the TIP, CDOT will place your project in the STIP. CDOT cannot begin the budgeting or contracting process until your project is in the STIP. If you are in a rural area, CDOT will place your project in the STIP.

3. Execute a Grant Agreement with CDOT: Please be aware that your agency should not enter a

purchase arrangement or incur costs without an executed grant agreement (i.e. signed by both parties) and CDOT written authorization (i.e. Purchase Authorization) to make that purchase. If you make any purchasing arrangement prior to execution of the grant agreement, your agency will be completely responsible for payment. All purchases that involve state or federal funds must be conducted in a fair, open, and competitive manner and follow all applicable CDOT guidelines. You cannot pre-select a favored vendor or equipment manufacturer and make a purchase without written CDOT approval, unless the project was funded through a FTA Discretionary grant and FTA has approved the vendor.

It is important to note that the funding periods for FTA grants and state grants are different. If your project is funded with FTA funds, CDOT can immediately begin negotiating a scope of work and grant agreement, and we anticipate doing so over the next three months. If your project is funded with state funds, CDOT cannot begin negotiating a scope of work or grant agreement until those funds are available, which may not be until July 1st.

Attachments

Please be aware that the grant agreement you enter into with CDOT for funding is a reimbursement agreement. This means your agency must incur the capital or operating expense before you can seek reimbursement for the federal or state share. CDOT will reimburse the federal or state funds to your organization, not to the vendor. Therefore, your agency is ultimately responsible for reimbursing the vendor.

Missing Required Data

4. Keep Your Project Moving: CDOT looks forward to working with its subrecipients to quickly move these projects to completion. CDOT recognizes that most projects encounter unexpected hurdles and challenges; nonetheless, we expect our subrecipients to address these challenges in a timely manner. CDOT reserves the right to remove grant funds if we determine the project is not proceeding at a reasonable pace (e.g., unreasonable delays in executing the grant agreement, delays in procuring the equipment, etc.). This action would be preceded by at least one formal written warning.

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Print PDF

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**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 DuVall Benefit, event scheduled for September 1 - 2, 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 FAIRGROUNDS FACILITY

RENTAL AGREEMENT

Today's Date: <u>7/18/23</u>	Date(s) of Events: <u>9/1 to 9/2 2023</u>
Name of Organization: <u>SALOON BENEFIT</u>	Set Up Time: _____ am pm
Name & Address of Authorized Agent: <u>Stanley H. Driskley</u> <u>18 CEDAR HILLS</u> <u>COMAR CO 81052</u>	Event Starts: _____ am pm
Phone: <u>719.688.0737</u>	Finish Time: _____ am pm
Sales Tax ID: _____	<input checked="" type="radio"/> Arena <input checked="" type="radio"/> Home Ec <input type="radio"/> Centennial <input type="radio"/> Pavilion
Type of Event: <u>BENEFIT</u>	

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

Stanley H. Driskley
Authorized Agent

7/18/23
Date

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

Rental Approved:

Laron Williams
Maintenance & Facilities Director

8/2/2023
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 \$ 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: 7/18/23

Organization: DuValle Benefit

Authorizing Agent Printed name: Stanley A. Brinkley

Authorizing Agent Signature: [Signature]

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: _____

PROWERS COUNTY FAIRGROUNDS

FEE SCHEDULE

Facilities Requested	NFP Not For Profit	Resident Commercial For Profit	Non-Resident Commercial For Profit	# of days/head of livestock	Total
Arena Rent <i>Daily</i>	\$150	\$300	\$970		300 ⁰⁰
Pavilion Rent <i>Daily</i>	\$150	\$300	\$970		
Home Economics' Bldg. Rent <i>Daily</i>	\$225	\$225	\$425		250 ⁰⁰
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 <i>Rodeo Events Minimum Fee 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)	\$75 x2	\$75	\$125		150 ⁰⁰
TOTAL (DUE 10 DAYS PRIOR TO USE)					\$ 700 ⁰⁰

+25⁰⁰ BF
725⁰⁰

* 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
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- 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.
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- 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 DuVall Benefit, I do hereby request a waiver of fees for
rental of the Fairgrounds. The waiver is needed because

This event is benefit relief to raise money for John and Myrna DuVall due to tornado / disaster

9/1 + 9/2/23
Date(s) of Event

[Signature]
Authorized Agent

8/2/23
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: 8-8-2023

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: 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 FAIRGROUNDS FACILITY RENTAL AGREEMENT

<p>Today's Date: <u>7.17.23</u></p> <p>Name of Organization: <u>At The Foot of The Cross RBC</u></p> <p>Name & Address of Authorized Agent: <u>Kyle Vanlandingham</u> <u>5267 County Rd G</u> <u>Wiggins, CO 80854</u> Phone: <u>3720-402-1689</u> Sales Tax ID: <u>27-350471</u></p>	<p>Date(s) of Events: <u>9-21-9-24</u></p> <p>Set Up Time: <u>8</u> <u>am</u> <u>pm</u></p> <p>Event Starts: <u>3:30</u> <u>am</u> <u>pm</u></p> <p>Finish Time: <u>5:00</u> <u>am</u> <u>pm</u></p> <p><input checked="" type="checkbox"/> Arena <input checked="" type="checkbox"/> Home Ec</p> <p><input checked="" type="checkbox"/> Centennial <input checked="" type="checkbox"/> Pavilion</p>
<p>Type of Event: <u>Rodeo Bible Camp</u></p>	

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

Kyle Vanlandingham
Authorized Agent

7.17.23
Date

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

Rental Approved:

Loren Williams
Maintenance & Facilities Director

8-2-23
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 \$ 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

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: 7.17.23

Organization: At The Foot of The Cross RBC

Authorizing Agent Printed name: Kyle Vanlandingham

Authorizing Agent Signature: Kyle Van

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	4	\$600
Pavilion Rent <i>Daily</i>	\$150	\$300	\$970	4	\$600
Home Economics' Bldg. Rent <i>Daily</i>	\$150	\$150	\$350	4	\$600
Use of Parking Lots Arena Lot /Grounds <i>Daily</i>			\$210	4	
Overnight Boarding (Arena Pens) <i>Daily</i>	\$5/Head	\$5/Head	\$10/head	4/30 head	\$150
* Pavilion Boarding Rodeo Events Minimum Fee <i>Daily</i>	\$10	\$30	\$40	4	\$40
R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only <i>Daily</i>	\$20	\$20	\$30	4/6 spots	\$120
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		\$125
TOTAL (DUE 10 DAYS PRIOR TO USE)					\$2250

* 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.
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- 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 At The Foot of The Cross RBC, I do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because

We are a non-profit working with youth. Campers often have limited or no funds to be able to attend, and our organization operates on donations from the community.

September
Date(s) of Event

Kyle Vanlandingham
Authorized Agent

June 28, 2023
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: 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 ratifying August 2nd, 2023, email poll approval of sending a letter of support to DOLA for the Southeast Council of Government's application for the SECOG Mini-Grant Program.

Justification or Background:

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

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

Approved by the County Attorney on: N/A

Additional Approvals (if required):

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

THANK YOU!



Board of County Commissioners

Prowers County

301 South Main, Suite 215
Lamar, Colorado 81052-2857
(719) 336-8025 FAX: (719) 336-2255

THOMAS GRASMICK
FIRST DISTRICT

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

August 2, 2023

Colorado Department of Local Affairs
Attn: Tara Marshall
200 West B Street, Suite 222
Pueblo, CO 81003

RE: Letter of Support for SECOG Mini-Grant Program

Ms. Marshall,

This letter is to express support for the Southeast Council of Governments (SECOG) application to DOLA for the SECOG Mini-Grant Program.

The value of the program has enabled us to complete the small projects in our county and respective municipalities that we would have been very challenged or unable to otherwise complete. The region has come to depend on this program each year and we are very hopeful of continued support from DOLA to fund the SECOG's application for this purpose. Over the years, our county and municipalities have been able to utilize the program in every round since restarting the program and it is a very valuable development tool for our area.

Therefore, the Board of County Commissioners for Prowers County strongly supports the efforts of the Southeast Council of Governments to apply for the FY 2024 Cycle 24-25 EIAF Tier 1 Grant Application. Thank you for your continued support of southeast Colorado.

Sincerely,

Board of County Commissioners for Prowers County, Colorado



Ron Cook, Chair



Wendy Buxton-Andrade, Vice-Chair



Thomas Grasmick, Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 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 sending letter of condolence to Senator John Hickenlooper on the passing of Eastern Plains Regional Director Kari Linker.

Justification or Background:

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

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

Approved by the County Attorney on: N/A

Additional Approvals (if required):

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

THANK YOU!



Board of County Commissioners

Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

THOMAS GRASMICK
FIRST DISTRICT

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

August 8, 2023

Senator John Hickenlooper
Colorado Springs Office
102 South Tejon Street, Suite 930
Colorado Springs, CO 80903

RE: Passing of Kari Linker

Dear Senator Hickenlooper,

The Board of County Commissioners for Prowers County, Colorado, wish to extend to you our heartfelt condolences on the passing of Regional Director Kari Linker. In our capacity as County Commissioners, we had many opportunities to interact with Kari and we always appreciated her professionalism in representing your office.

In addition to her professionalism, we are grateful for Kari's many years of service as a strong advocate for Colorado residents in Prowers County and the Eastern Plains as a whole. As a token of our esteem for her, we have made a donation in Kari's honor to assist her family. You, your staff, and Kari's family have our most heartfelt sympathy.

Sincerely,

Board of County Commissioners for Prowers County, Colorado

Ron Cook, Chair

Wendy Buxton-Andrade, Vice-Chair

Thomas Grasmick, Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 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 been 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 Department Head 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 Department Head, 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, 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 or Department Head.
- D) The applicant must be employed by Prowers County for at least six months 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.
- F) An employee may request up to 240 hours from 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 Human Resources and will take into account all 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 or Department Head and Human Resources informed of days and times they will be using the granted Sick Leave Bank Hours, 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 either ask for more information or Approve/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 Human Resources 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.

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

*Please forward to Department Head

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.

Department Head Signature

Date

**Please forward to Prowers County Human Resources

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) have exhausted all accrued vacation, compensatory, and sick leave benefits to which they are entitled; and
- (c) obtain a medical verification of the nature of the illness and/or injury, and
- (d) 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 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 DIRECTOR

Beginning Date of Employment of Requestee: _____

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

Department Director Signature _____ Date _____

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

APPROVAL / DENIAL OF SICK LEAVE

Prowers County Human Resources has reviewed
the *Request for Sick Leave Bank Application*

for _____ and has determined as follows:

Approved_____ **Denied**_____

Number of hours Approved _____

For the following reason(s)

Prowers County Human Resources

Date

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

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 Otis Lubricate and Survey Signature Contract number QTE-001579133 between Otis Elevator Company and Prowers County for Otis to furnish Lubricate and Survey services to elevator Machine Number 285214 located at the Prowers County Courthouse, effective from 02/01/2023 through 1/31/2028, for \$620 per month payable semi-annually, and authorizing Chairman Ron Cook to execute the document.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code: 01-11-421500

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

Approved by the County Attorney on: July 20, 2023

Additional Approvals (if required):

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

THANK YOU!

Signature Contract



Signature
Service

**ACCOUNT NAME &
ADDRESS**

Prowers County Courthouse
301 S Main St
Lamar, CO 81052

**CUSTOMER NAME &
CONTACT INFO**

Missing Contact NAA
(000) 000-0000
dummycontact@otis.com

CONTRACT SUMMARY


**RELIABILITY &
RESPONSIVENESS**

Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs


COMMUNICATION

Summary of the many ways for you to communicate with us and receive information from us


**SAFETY &
ENVIRONMENT**

Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment


**SCHEDULE &
CLARIFICATIONS**

Terms and conditions about our regular working hours, insurance coverage and legal requirements


**PAYMENT &
ACCEPTANCE**

Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS

Price : \$620.00 per month, payable semi-annually in advance
Duration : five (5) year(s)

DELIVERING THE PROMISE

We look forward to delighting you with world class service.

Otis Elevator Company
M:

511 N MAIN ST, ROOM 608
PUEBLO, CO 81003
otis.com

For emergencies:
OTISLINE® Customer Care 800.233.6847

OTIS
Confidential

Otis Lubricate and Survey

7/13/2023

CUSTOMER NAME

Prowers County Courthouse
301 S Main St
Lamar, CO 81052

OTIS ELEVATOR COMPANY

511 N MAIN ST, ROOM 608
PUEBLO, CO 81003

PROJECT LOCATION

PROWERS COUNTY COURTHOUSE
301 SOUTH MAIN STREET
LAMAR, CO 81052

PROPOSAL NUMBER

QTE-001579133

Otis Elevator Company or "we" agree to furnish Otis Lubricate and Survey Service to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	Geared	OTIS	ONLY PASS ELV	285214

CONTRACT PRICE

The contract gross price is six hundred twenty dollars (\$620.00) per month, payable semi-annually in advance.

TERM & RENEWAL

The Commencement Date will be 2/1/2023. The initial term of this Contract will be for five (5) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive five (5) year terms unless terminated by either party by giving written notice to the other party at least 90 days, but no more than 120 days prior to the end of the then-current term.

PAYMENT

Payments will be due and payable for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

INVOICE DELIVERY

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es).

AUTOPAY

Visit <https://otis.payinvoicedirect.com> to register for autopay to automatically debit your bank account for your invoice payments.

PRICE ADJUSTMENT

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, Otis may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

SURVEY

We will conduct an annual survey of the Units and provide a written report to you.

REGULAR VISITS

We will use trained personnel directly employed and supervised by us to visit the Units at a semi-annually frequency.

INCLUDED IN VISITS

The visits will consist of lubrication of the following parts when conditions warrant:

- Machine bearings, gears, pumps, pump motors, operating valves, valve motors and leveling valves.
- Selectors, governors, governor sheaves, governor tension frame sheave assemblies and compensating sheave assemblies.
- Door operators, car door hangers, hoistway door hangers, and interlocks.
- Safeties, car and counterweight guide rails, and car and counterweight guide shoes including rollers and gibs.

CUSTOMER REPRESENTATIVE

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

REPORTS – CUSTOMER PORTAL

We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

Except as expressly stated otherwise in this Contract, the ASME A17.1 Code ("Code" or "Elevator Code") may require tests including, among others: annual no load test; annual pressure relief valve test; and full load, full speed tests of safety mechanisms, over-speed governors, car buffers and other parts. These and other tests are not included in the Contract. You agree to conduct and pass any and all required tests on the Units at no costs to us and that this is a material duty. You agree to keep a record of such tests and to provide this record to Otis. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

NORMAL HOURS

All visits will be performed during the regular working hours of our regular working days for the examiners who perform the service. If overtime services are later requested by you, you agree to pay extra at our regular billing rates or overtime rates, as may be applicable.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

EXCLUSIONS

Lubrication of parts that are not listed above is specifically excluded. This Contract does not cover adjustments, cleaning, repairs, or any service requests (including but not limited to regular or emergency service requests). If any of these services are later requested by you, you agree to pay extra at our regular or overtime billing rates as applicable, including costs associated with travel time and other expenses. No service other than that specifically mentioned is included or intended.

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service

equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

INSTRUCTIONS / WARNINGS

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

LOCK OUT / TAG OUT ("LOTO")

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

RESPONSIBILITY FOR THE UNITS

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CODE VIOLATIONS

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

THIRD PARTY INTERFACE

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

ELECTRICAL AND LIGHTING REQUIREMENTS

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

ACCIDENT

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

ENTRAPMENT

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the units.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

PURCHASE ORDERS

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

MATERIAL BREACH BY CUSTOMER

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of

the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

TERMINATION FOR CUSTOMER'S BREACH

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

TRANSFER OF INTEREST IN PROPERTY

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract. If the new owner or successor fails to assume your obligations under the Contract, then you agree immediately to pay to Otis fifty percent (50%) of the remaining amount due under the unexpired term of the Contract as liquidated damages. The parties agree that quantifying Otis' losses arising from the failure of the new owner or successor to assume this Contract would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such failure to assume upon a transfer.

FORCE MAJEURE

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

LIMITATION ON DAMAGES

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

INDEMNITY

~~Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.~~

THIRD PARTIES

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed

through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

CONFIDENTIALITY

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

ENTIRE CONTRACT

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

OUT OF SCOPE SERVICES

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations to make payment for completed out of scope services in accordance with the payment terms of this agreement.

AMENDMENT

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.

Notwithstanding any other provision to the contrary, we agree to indemnify you only for losses due to personal injury, or property damage to the extent caused by our negligent acts or omissions, or the negligent acts or omissions of our employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. Otis' duty to indemnify does not include a duty to defend during the pendency of any claim or action as both parties shall defend themselves during the pendency of any claim or action.

SUBMITTED BY: Parker Hart
TITLE: Service Project Manager
E-MAIL: Parker.Hart1@otis.com

Accepted in Duplicate

Powers County Courthouse

Otis Elevator Company

Date: _____

Date: 7/19/2023

Signed: _____

Signed: Catherine
Pierce

Digitally signed by: Catherine Pierce
DN: CN = Catherine Pierce email =
pierce@otis.com C = US O = Otis
Elevator Co.
Date: 2023.07.19 11:30:03 -04'00'

Print Name: Ron Cook

Print Name: Jenna Parezo

Catherine Pierce

Title: Chairman, Board of County Commissioners

Title: General Manager, Denver

Authorized Rep

Email: ctyadmin@powerscounty.net

Email: Jenna.Parezo@otis.com

Company Name: Powers County Courthouse

☒ Principal, Owner or Authorized Representative of
Principal or Owner

☐ Agent _____

BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name: Prowers County Courthouse	Name:
Address: 301 S. MAIN ST. SUITE 215	Phone Number:
Address 2:	Email:
City: LAMAR	Email Address for Invoice Delivery:
State:	Email Address for Statement Delivery (if different from above):
Zip Code: 810522868	

TAX STATUS

Are you tax exempt? (Check one)

Yes No

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

If yes, please provide tax exempt certificate

PURCHASE ORDER & WORK ORDER REQUIREMENTS

Contractual Services

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

Yes No

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

If yes to above, please provide contact for PO renewal:

Name:

Phone:

Email Address:

Purchase Order Expiration Date:

Purchase Order Number:

Purchase Order Renewal
Frequency (Check one)

Monthly

Quarterly

Annual

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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NON-CONTRACTUAL SERVICES

Yes

No

Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)

	X
--	---

If providing a blanket PO, please provide PO# and value:

PO#

Value

--	--

WORK ORDER MANAGEMENT

Yes

No

Do you require enrollment in a workorder management system?

	X
--	---

Please provide system name:

CERTIFICATE OF INSURANCE

Yes

No

Do you require a certificate of insurance?

	X
--	---

If yes to above, please provide the below for your certificate of insurance:

Certificate Holder Name:

Certificate Holder Address:

Email address for delivery of certificate:

(If not provided, the certificate will be sent out via standard mail to the certificate holder address)

Yes

No

Do you require upload of your certificate to a third party site?

--	--

If yes, please provide site name:

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/8/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 8/2

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 Equipment Acceptable Use and Compliance Policy for the Hotline County Connection Center.”

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code: CDHS is making initial purchase of cell phones. Monthly cost thereafter will be covered by the Hotline County Connection Center at the rate of \$28.00/phone x 27 phones.

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

Prowers County Department of Human Services

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, ~~that a drink could be spilled on it~~ 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 insure 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

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.
- ~~Employees may use county-issued devices for limited personal use provided all the following criteria is met:~~
 - ~~o the employee's personal use of the device is infrequent and short in duration, and~~
 - ~~o the personal use of the device does not result in additional charges to the County, and~~
 - ~~o the personal use of the device does not count as work time.~~

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: _____

OPERATING EXPENDITURES SUMMARY

PERSONNEL SERVICES - SALARY & FRINGE			\$	885,454.12	
TRAVEL			\$	500.00	
SUPPLIES & OPERATING			\$	32,112.00	
OTHER SERVICES AND/OR SUBCONTRACTORS			\$	18,780.00	
MAINTENANCE			\$	9,000.00	
INDIRECT			\$	141,876.92	
TOTAL COST			\$	1,087,723.04	
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 CQI	\$ 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%	\$17.65our 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
Unemployment	.3% of Gross	.3% of Gross Pay	\$ 2,010.98		\$ 2,010.98
Employee	None	\$100/Employee Screening Costs	\$ 400.00		\$ 400.00
Total Personnel Services			\$ 672,737.78	\$ 212,716.34	\$ 885,454.12
TRAVEL					
Item	Description of Item			TOTAL	
Travel	Ongoing Travel: 5,400 Miles @ .58			\$ 500.00	
Lodging	12 x \$200/Day			\$ -	
Per Diem	\$50/Day @ 24 Days			\$ -	
Total Travel				\$ 500.00	
SUPPLIES & OPERATING					
Item	Description of Item			TOTAL	
Supplies	\$500/month x 12 mos.			\$ 6,000.00	
Rent	\$750/month x 12 mos.			\$ 9,000.00	
Cell Phones	1 phone + 6 remote hotspots x \$670.00 month			\$ 8,040.00	
Call Taker Phones	27 basic Kyocera DuraXV Extreme+ Non Camera in BlackSKU (KYOE4811NC) (Phones provided free with contract) \$22.99 + Taxes and fees			\$ 9,072.00	
Total Supplies & Operating				\$ 32,112.00	
OTHER SUPPLIERS AND/OR SUBCONTRACTORS					
Item	Subcontractor / Entity Name			TOTAL	
IT Services	Mirage Technologies			\$ 18,000.00	
Records	Mobile Records Shredders \$65.00 Month			\$ 780.00	
Total Suppliers and Subcontractors				\$ 18,780.00	
MAINTENANCE					
Item	Subcontractor / Entity Name			TOTAL	
All Equipment	Ongoing Maintenance and Replacement Costs			\$ 9,000.00	
Total Maintenance				\$ 9,000.00	
INDIRECT					
Item	Description of Item			TOTAL	
Indirect Cost calculated at 15% for Administrative, Accountin, Human				\$ 141,876.92	
Total Indirect				\$ 141,876.92	
TOTAL COSTS				\$1,087,723.04	

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 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 accepting a quote from the Colorado Statewide Internet Portal Authority (SIPA) for Prowers County to procure Google Workspace Business Plus subscriptions through SIPA for three consecutive one year terms starting 08/18/2023 and ending 08/17/2026, for a total of \$111,774.99, and authorizing Chairman Ron Cook to execute the document.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code: 01-14-421510

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

Approved by the County Attorney on: 08/02/2023

Additional Approvals (if required):

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

THANK YOU!

Statewide Internet Portal Authority (SIPA)

Company Address 1300 Broadway
Suite 440
Denver, CO 80203
US

Created Date 7/31/2023
Expiration Date 9/29/2023
Quote Number 00003426

Prepared By Heather Nelson
Email heather@cosipa.gov

Contact Name Mark Westhoff
Phone (719) 336-8029
Email mwesthoff@prowerscounty.net

Bill To Name Prowers County

Ship To Name Prowers County

Product	Line Item Description	Sales Price	Quantity	Total Price
Google Workspace Business Plus	Domain: prowerscounty.net; Year 1 of 3	\$143.17	260.00	\$37,224.20
Google Workspace Business Plus - Archived User	Domain: prowerscounty.net; Year 1 of 3	\$34.13	1.00	\$34.13
Google Workspace Business Plus	Domain: prowerscounty.net; Year 2 of 3	\$143.17	260.00	\$37,224.20
Google Workspace Business Plus - Archived User	Domain: prowerscounty.net; Year 2 of 3	\$34.13	1.00	\$34.13
Google Workspace Business Plus	Domain: prowerscounty.net; Year 3 of 3	\$143.17	260.00	\$37,224.20
Google Workspace Business Plus - Archived User	Domain: prowerscounty.net; Year 3 of 3	\$34.13	1.00	\$34.13

Description Quote for Prowers County to procure the listed
Google Workspace Business Plus subscriptions
through SIPA for 3 consecutive one year terms.

Grand Total \$111,774.99

Domain: prowerscounty.net

Prowers County will have the option to renew at
the end of the Third Term.

Please return a signed quote or PO to me or
sipa@cosipa.gov to procure and include the
email address of the person who is supposed to
receive the invoice.

Additional Details

Additional Details Please note: Fees are not refundable.

Please note: Fees may increase at the end of the Third Term.

Please note: Subscription numbers cannot be decreased at any point during the 3 year term. Subscription numbers can be increased at any time. Any subscriptions added during a term will also be added to the total subscription count for all remaining renewal periods.

Please note: This is not an invoice. Please do not submit payment until you have received an invoice.

3 Year Term with price protection for the prowerscounty.net domain - to be billed annually, in three installments, upon the renewal date.

Terms and Conditions:

1. Term and Termination

1.1 Term.

The initial term of this Agreement is from 08/18/2023, through 08/17/2024 (the "Initial Term"), unless terminated earlier in accordance with the terms of this Agreement.

1.2 Termination.

This Agreement may be terminated if any of the following conditions are met.

1.2.1 Bankruptcy.

Prowers County may, in its sole discretion, terminate this Agreement in the event Vendor becomes insolvent or undergoes a bankruptcy.

1.2.2 Material Breach.

If either Party materially defaults in the performance of any of its obligations under this Agreement or applicable statement of work (SOW).

1.2.3 Termination Due to Lack of Funds or Change in Law.

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, Prowers County shall have the right to terminate this Agreement without penalty or liability and without any advance notice as a result of any of the following:

- (a) the legislature or governor of the State of Colorado fail in the sole opinion of Prowers County to appropriate funds sufficient to allow Prowers County to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;
- (b) if funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by Prowers County (regardless of the source of funding or revenues) to make any payment hereunder are insufficient or unavailable for any other reason as determined by Prowers County in its sole discretion;
- (c) if Prowers County's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn, cancelled, materially altered, or modified;
- (d) if any event or circumstance occurs that impacts or affects the ability of Prowers County or any Governmental Entity, to continue to operate, use, maintain or pay for the Implemented System, Services and/or Deliverables (or any part or component thereof); or
- (e) if there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects Prowers County's ability to fulfill any of its obligations under this Agreement or the use, operation or maintenance of the Implemented System, or any portion or component thereof.

2. Effect of Termination

Upon termination of this Agreement, unless otherwise specified by Prowers County in writing, Vendor shall cease to perform the Services and take all necessary or appropriate steps to limit disbursements and minimize costs.

Customer accepts Google flow down

terms: https://static.carahsoft.com/concrete/files/6116/6981/5856/US_Public_Sector_CMA_flowdowns_10.17.22_-_Worksp

By signing this quote or issuing a Purchase Order, you are agreeing to the above Terms and Conditions and you are agreeing to purchase the above mentioned subscriptions and/or services and you will be responsible for payment upon invoicing. You also certify that you have authority to enter into this agreement between your entity and SIPA.

Quote Acceptance Information

Signature

Name

Title

Date

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 08/08/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 08/03/2023

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 Consultant Agreement for Professional Services between Logan Simpson Design Inc, DBA Logan Simpson, and Prowers County for Logan Simpson to complete the Prowers County Master Plan and Land Use Subdivision and Zoning Codes project for a total compensation not to exceed \$319,320, and authorizing Chairman Ron Cook to execute the document.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code: 01-02-421900

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

Approved by the County Attorney on: August 1, 2023

Additional Approvals (if required):

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

THANK YOU!



L O G A N S I M P S O N

CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made as of August 2, 2023, by and between Prowers County, (Owner), and Logan Simpson Design Inc., an Arizona corporation, dba Logan Simpson (Consultant), for the Prowers County Master Plan and Land Use Subdivision and Zoning Codes (Project).

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. SCOPE OF SERVICES: Consultant's Scope of Services (Services) to Owner shall consist of those tasks for the Project described in Attachment A (Scope of Services), dated 08/2/2023, which is attached and made part of this Agreement.

2. COMPENSATION AND INVOICING:

A. For satisfactory performance of services, Owner shall pay to Consultant the not-to-exceed or lump sum compensation of \$319,320 for time incurred and actual reimbursable expenses.

B. Consultant shall submit a progress report, if requested, and a monthly invoice for all work completed each month, in the form required by Owner, if any. Owner shall pay Consultant within 30 days of the invoice date.

3. SCHEDULE: Services under this Agreement shall begin upon notice to proceed and be completed in accordance with the agreed upon Project schedule and any subsequent revisions issued.

4. RESPONSIBILITY OF CONSULTANT:

A. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise errors or deficiencies in its designs, drawings, specifications, and other services when directed by Owner.

B. Neither Owner's review, approval or acceptance of, or payment for, services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to Owner in accordance with applicable law for all damages to Owner caused by Consultant's negligent performance of any of the services furnished under this Agreement.

C. Consultant shall appoint an individual acceptable to Owner to serve as Consultant's Project Manager and primary contact for the day-to-day activities of Consultant under this Agreement. During the term of this Agreement, Consultant shall be available for consultation at such times and at such location as Owner from time to time may direct.

D. Consultant shall not make changes to key personnel designated in its proposal for the Project without Owner's prior approval which shall not be unreasonably withheld. Approval by Owner of any personnel or subcontractor shall not relieve Consultant of its liability or responsibility for the proper performance of the Services under this Agreement.

E. Consultant agrees to conduct its services hereunder in accordance with all applicable Federal and State laws, regulations, and local ordinances. Consultant shall indemnify and hold Owner harmless from any and all fines, penalties, costs, or liability arising from Consultant's failure to comply with all applicable laws.



F. Consultant represents and warrants to Owner that it is licensed and authorized, and holds required permits (if applicable), to perform the services required by Attachment A in any jurisdiction covered by this Agreement.

G. Consultant represents and warrants to Owner that it is and will remain free from conflicts of interest and has not employed or retained any company or person, other than a bona fide employee, to solicit or secure work under this Agreement.

5. REVIEW AND INSPECTION: Representatives from Owner are authorized to review and inspect Project activities and facilities during Consultant's normal business hours.

6. STANDARD OF CARE: Consultant represents that the Services performed by Consultant under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by or under the direction of members of Consultant's profession currently practicing in the same locality as the Project under similar conditions.

7. OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Consultant as instruments of service shall become and remain the property of Owner upon final payment to Consultant. Consultant shall not be responsible for the unauthorized reuse or modification of its work product.

8. CHANGES IN THE WORK: At any time after execution of this Agreement, Consultant may identify, or Owner may request or direct, changes in Consultant's Services consisting of additions, deletions, and revisions within the general scope of services being performed by Consultant under this Agreement. Whenever a change in the scope and/or time for performance of services occurs, Consultant shall promptly notify and submit to Owner, within a reasonable time, an estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement. If an adjustment to Consultant's time or cost is justified, Owner will issue an addendum to this Agreement. Consultant shall not undertake any additional work outside of its Scope of Services without prior written approval and authorization by Owner.

9. INDEPENDENT CONSULTANT: Consultant shall at all times be an independent contractor under this Agreement with respect to performing services for Owner and is responsible for the means and methods used in performing the Services. The employees furnished by Consultant to perform the Services shall be and are Consultant's employees exclusively, and shall be paid by Consultant for all services in connection with this Agreement. Consultant shall be responsible for all payments, obligations and reports covering Social Security, Unemployment Insurance, Workmen's Compensation, Income Tax and other reports and deductions required by any applicable State, local or Federal law.

10. CONFIDENTIALITY:

A. In the performance of the Services, Consultant may acquire confidential information from Owner. Consultant shall not disclose to anyone not employed by Owner, nor use except on behalf of Owner, any such confidential information acquired in the performance of the Services except as authorized by Owner in writing and, regardless of the term of this Agreement, Consultant shall be bound by this obligation until such time as said confidential information shall lawfully become part of the public domain. Information regarding all aspects of Owner business and information concerning the Services (either directly or indirectly acquired by Consultant, its agents or employees or developed by Consultant, its agents or employees in the performance of the Services) shall be presumed to be confidential except to the extent that same shall have been published



or otherwise made freely available to the general public by Owner without restriction. Notwithstanding the foregoing, Consultant may disclose confidential information if required by law or court order.

B. Consultant agrees that all tangible, as well as intangible forms of Owner confidential and proprietary information which Consultant acquires pursuant to this Agreement shall be safeguarded with the same degree of control and care as a reasonably prudent and similarly situated Consultant would exercise with respect to his or her own similar property and shall be returned to Owner upon request.

11. INDEMNIFICATION: Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Owner, its officers, directors and employees, against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, incurred in connection therewith, resulting from, or arising out of the negligent acts, errors or omissions of Consultant, its subcontractors, or anyone else for whom Consultant is legally liable, in the performance of Consultant's services under this Agreement. Consultant shall not be obligated to indemnify Owner in any manner whatsoever for Owner's own negligence. In no event shall Consultant's liability exceed the amount of its available insurance proceeds.

12. INSURANCE:

A. Consultant shall take out and maintain at its sole cost and expense the insurance coverage for this Agreement as set forth herein. All such insurance policies shall be provided by insurance companies having an A.M. Best's ratings of A- VII or greater.

1. Workers' Compensation Insurance in accordance with the statutory requirements of the states in which the Services are performed.
2. Commercial General Liability Insurance in a broad form and in an amount not less than One Million Dollars (\$1,000,000) aggregate and per occurrence. This policy will provide coverage for personal and bodily injury, including death, property damage, and contractual liability.
3. Automobile Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and in aggregate covering Consultant's liability for death, bodily injury and property damage resulting from Consultant's activities for the use of owned, hired and non-owned vehicles.
4. Professional Liability Insurance including errors and omissions in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.

B. Evidence of all such required coverage shall be provided on an insurance certificate prior to beginning work on the Project. Renewal certificates will be provided to Owner prior to expiration of the current policies.

C. Owner may immediately, and without notice, have all compensation withheld or suspended, suspend Consultant from providing further Services, or terminate Consultant from this Agreement for any lapse in coverage or material change in coverage which causes Consultant to be in noncompliance with the requirements of this section.

D. Consultant shall require its subcontractors to indemnify Owner on the terms required by this Agreement and shall include Owner, and its respective officers, directors, agents and employees as additional insureds on the General Liability and Automobile Liability insurance certificates. Consultant's coverage shall be deemed primary insurance to any similar insurance maintained by Owner.

E. Consultant shall include a Waiver of Subrogation in favor of Owner on the Worker's Compensation, General Liability, and Automobile Liability insurance certificates.



13. RECORDS RETENTION AND MAINTENANCE: Consultant shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the Agreement and other related project(s) for a period of five (5) years following the completion of the project.

14. TERMINATION:

A. Owner may, by written notice to Consultant, terminate this contract in whole or in part at any time, for any reason whatsoever. Upon receipt of such notice, Consultant shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing this contract, whether completed or in process.

B. Owner shall pay Consultant for all work satisfactorily performed prior to the effective date of termination plus reasonable termination costs and expenses.

C. Owner may suspend Consultant's Services for such period of time as Owner deems necessary. If such suspension is for Owner's convenience, Owner will issue a change order in accordance with Section 8.

D. The rights and remedies of Owner provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. DISPUTES: If any dispute arises out of or relates to this Agreement, or the breach thereof, if the dispute cannot be settled through direct discussions by the representatives of the Parties, the Parties agree to submit the matter to arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

The prevailing party in any arbitration or legal action between the parties herein shall be entitled to recover reasonable compensation of its attorney's fees and all costs incurred in such an action. The determination of the prevailing party and the amount of compensation to be awarded to that party shall be made by the judge or arbitrator who decides the claim, dispute or other matter. Interest shall also accrue and be payable on all liquidated, non-contingent sums at the highest rate permitted by law from the date such sums became due and payable.

16. NON-SOLICITATION: During the term of this Agreement and for two years following the termination or expiration of the Services performed under this Agreement, either Party shall not, without prior written consent directly solicit or employ, whether as an employee or independent consultant, any employee of the other Party.

17. SUCCESSORS AND ASSIGNS: Consultant shall not subcontract any part of the Services without prior written consent of Owner. Neither Consultant nor Owner shall assign any financial interest or right in this Agreement, including assignments resulting from a merger or acquisition, without both Parties' prior written consent which shall not be unreasonably withheld.

18. AFFIRMATIVE ACTION: Consultant shall also comply with all federal, state, and local laws, rules, ordinances and decisions, and executive orders dealing with affirmative action and nondiscrimination in employment and with subcontracting to disadvantaged, and to minority owned, and to woman owned businesses. In addition, Consultant



shall comply with all policies, plans and procedures Owner may have with respect to these matters. All required federal clauses are incorporated herein by reference as if fully set forth.

19. SEVERABILITY AND SURVIVAL:

- A. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- B. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

20. GOVERNING LAW: This Agreement, and any claim or dispute between the parties to this Agreement, shall be governed by the laws of the State of Colorado.

21. ENTIRE AGREEMENT: This Agreement together with the Attachments identified herein constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified or cancelled by a duly executed written change order document.

IN WITNESS HEREOF, Owner and Consultant have executed this Agreement as of the date first above written.

FOR OWNER:

Prowers County, Colorado

Name:

Title:

FOR CONSULTANT:

Logan Simpson Design Inc.

An Arizona corporation



Bruce Meighen
Contract Manager & CEO

Prowers County Master Plan and Land Use Subdivision and Zoning Codes

Contract Attachment A - Scope of Work

Date: August 2, 2023

PHASE 1 – SETTING THE FOUNDATION

TASK 1: PROJECT INITIATION AND ONGOING MANAGEMENT

A kickoff meeting with the project team (County staff and consultants) will be held to define communication protocols, firm up the project schedule, define the approach and outcomes, discuss data needs, and identify key inclusions in the Community Engagement Plan (Task 2). This first meeting will review milestones and deliverables; define what success for the Plan looks like; develop a distinctive identity for the Master Plan including plan name, logo, and messaging; and identify project goals, issues, and opportunities. Ongoing project management throughout the process will include bi-weekly video conference calls and monthly progress reports via email. These touchpoints will outline performed work, upcoming tasks, upcoming milestones, etc., to ensure the project is effectively managed and meets County expectations.

This initial task will also work to establish a project Steering Committee, which will be instrumental throughout the process and will be a sounding board for key deliverables including vision, opportunities, and overall policy development. This Steering Committee could include representatives from County boards, local communities, elected officials, large employers or industries, or unincorporated residents.

Meetings and Deliverables:

- Kickoff Meeting agenda, materials, facilitation, and summary
- Monthly or bi-weekly project status conference calls (every other week)
- Monthly progress reports

TASK 2: COMMUNITY ENGAGEMENT PLAN

Following the kickoff meeting in Task 1, we recommend a coordination meeting with Lamar staff and their consultant team to compare scheduled and identify public engagement milestones that can be aligned and coordinated between planning efforts. This task will define the approach to public outreach at each milestone in the process, both to the unincorporated areas of Prowers County and the planning area surrounding Lamar, in a Community Engagement Plan (CEP). The CEP will outline the public outreach goals, activities, venues, and Town/County/consultant team responsibilities that seek to keep community members informed throughout the planning process, gather feedback at critical points, and create local champions. We will work both with Town and County staff to identify opportunities for joint events between planning efforts during the project.

We can set up a specific project website with Public Input, or a similar engagement platform, and populate it with project information and engagement tools throughout the process. We will also outline the anticipated level of engagement of the Steering Committee (SC), Planning Commission, Board of County Commissioners (BOCC), County staff, boards and commissions, and other regional partners and providers.

The details and logistics of the engagement events will be defined in the Community Engagement Plan, but generally we anticipate the following:

- Two (2) roundtable events
- Five (5) public events
- Three (3) online surveys
- Nine (9) Steering Committee meetings (mostly virtual)
- Community Interviews
- Five (5) Planning Commission Meetings

Our team will design and print flyers to advertise the events, however we will rely on County staff or Steering Committee members to distribute.

To reach and engage the Spanish-speaking community, notification flyers can be translated and made available in Spanish, Spanish interpretation can be available at events, as needed, and the online questionnaires can be translated to Spanish.

Meetings and Deliverables:

- Coordination call with City of Lamar and consultants to align public process
- Community Engagement Plan (CEP)
- Website and/or social media content, as needed
- Set up project website/engagement platform
- Engagement flyers, both in English and Spanish

TASK 3. KICKOFF AND QUALITATIVE ASSESSMENT

A kickoff week will launch the planning effort publicly and begin a promotional campaign for the Master Plan. This public event would be formatted as a set of informal roundtable discussions and could occur in tandem with a popular community event, such as the Sand & Sage Roundup Fair & Rodeo or Lamar Farm Market. This event will introduce the plan community-wide and ask key questions on values, key issues, and opportunities. A list of stakeholders and community partners will be identified with County staff and invited to participate in these roundtables, including representation from elected officials, development/builder/realtor groups, business groups, school district, conservation district, farmers, property owners, governmental and non-governmental groups, municipalities, and the Prowers County community at large.

We will also offer one-on-one phone or in-person interviews for those that cannot attend the roundtable events or would prefer speaking one-on-one. The same questions asked at both stakeholder interviews and kickoff roundtable events will be included in the online questionnaire.

This task will also kick off the Steering Committee process and, if possible, align with the first Planning Commission meeting. All Steering Committee meetings and Planning Commission meetings in Phase 1-3 are anticipated to be held virtually, unless they align with another public event or meeting.

Meetings and Deliverables:

- Roundtable Events (materials, facilitation, and summary)
- Community Interviews (materials, facilitation, and summary)
- Online Questionnaire #1 (Ice Breaker and Kickoff) and summary
- Spanish translation of Questionnaire #1 and engagement flyers
- Spanish-led Community Interviews (as needed)
- Planning Commission Meeting #1
- SC Meeting #1

TASK 4: MASTER PLAN AUDIT

County staff will be invited to provide insights into what elements of the County's existing Master Plan should be brought forward in the update. As part of this task, we will outline the structure for the final deliverable to the County. This effort combined with Task 5 will articulate themes which could drive the plan. Through discussions with County staff, we can identify the most appropriate structure and format for the final plan. By establishing a shared understanding of the final product early, we can draft task deliverables in a way to easily plug into the final plan structure.

Meetings and Deliverables:

- Plan Audit Report
- Initial Plan Structure and Table of Contents
- SC Meeting #2

TASK 5. EXISTING CONDITIONS AND TRENDS ANALYSIS

Baseline conditions will be evaluated for the unincorporated areas of Prowers County as part of this task. This task will perform targeted analysis and research of background information, spatial data, and socioeconomic, demographic, and development trends. We will evaluate the existing conditions in Prowers County, with particular interest within three miles of the City of Lamar. We will give special attention to trends that may exacerbate potential incompatibilities between uses, such as renewable energy demand and big game and avian corridors. We will synthesize the information collected into easy to digest "snapshots" on plan topics that provide an overview and analysis of baseline conditions for all anticipated plan elements utilizing infographics and establishing baseline indicators.

The snapshots will highlight topics such as:

- Existing and planned County land use mix
- Growth and development patterns
- Changes in demographics and population
- Housing needs and availability
- Regional economic health and workforce needs
- Regional recreation and tourism
- Pavement and bridge conditions and maintenance costs
- Transportation safety and crash hot spots
- Public or private transportation providers
- Utility coverage for water, sewer, and power services
- Public services coverage for police, fire, and other critical services
- Regional open space use and management
- Ecology and sensitive wildlife areas
- Renewable energy and oil/gas industries
- Water supply, quality, infrastructure, and conservation
- Resilience, vulnerability, and potential hazard risks

Meetings and Deliverables:

- SC Meeting #3
- Existing Conditions Snapshot Report
- Planning Commission Meeting #2

PHASE 2 – DEFINING THE DIRECTION

TASK 6. VISIONING OUTREACH

Visioning outreach activities will feature interactive workshops on shared values and big ideas facing Prowers County. These workshops will be an opportunity to generate interest and buy-in from community members and increase awareness of why this process is so important to shaping the future of the County. Two public workshops will be organized, ideally held jointly with the City of Lamar, to utilize electronic polling, hands-on technology, and interactive discussions to establish the values and vision for the County and areas surrounding the City of Lamar.

The Logan Simpson team will also create online activities that can be promoted through the County's website, such as surveys, visual preference activities, or community mapping to engage stakeholders unable to attend the in-person events. After the workshops and online activities conclude, we will generate a summary of common community values, vision statements, preliminary goals, and graphics that provide a compass for the rest of the planning process. Specific survey questions and/or workshop discussions can focus specifically on the joint planning areas around Lamar. Their values and vision towards emerging uses, like utility-scale solar, will be important to articulate.

Meetings and Deliverables:

- Two (2) Visioning events (materials, facilitation, and summary)
- Questionnaire #2 (Visioning) and summary
- Spanish translation of Questionnaire #2 and engagement flyers
- Spanish interpretation at Visioning event
- Draft Vision document
- SC Meeting #4
- Planning Commission Meeting #3
- Coordination call with City of Lamar and consultants to align public engagement activities
- Coordination call with City of Lamar and consultants to align Vision within 3-mile area

TASK 7. COMMUNITY CHOICES AND PRIORITIES

Our team will evaluate high-level policy choices and implementation opportunities for County residents to provide feedback. We will reach out to County community members to participate in the workshops and online activities. In conjunction with Lamar's Comprehensive Plan, we will conduct two community workshops

(virtually or in-person) where we will have an opportunity to talk with individuals about specific opportunities identified during Phase 1 of the process. Such topics could include housing, transportation, land use, renewable energy, conservation, infrastructure, economic development, resilience, or water resources. Educational information about each conceptual solution or growth strategy would be presented, allowing participants to learn about the tradeoffs and potential benefits that could result from each choice.

The community meetings will be paired with an online activity on the County website. We will host an internal brainstorming workshop with staff and the SC ahead of the workshops and online activities.

The outcome of the choices analysis, workshops, and online activities will identify community-supported strategies and direction that we can then translate into goals, objectives, and implementation actions specific for Prowers County.

Meetings and Deliverables:

- Two (2) Community Choices events (materials, facilitation, and summary)
- Questionnaire #3 (Choices and Priorities) and summary
- Spanish translation of Questionnaire #3 and engagement flyers
- Spanish interpretation at Community Choices event
- SC Meeting #5
- Coordination call with City of Lamar and consultants to align public engagement activities
- Coordination call with City of Lamar and consultants to align land use opportunities within 3-mile area

PHASE 3 – REALIZING THE PLAN

TASK 8. POLICY FRAMEWORK AND LAND USE DEVELOPMENT

Based on all analysis, input, and work completed up to this point, our team will assemble a preliminary policy framework for review and refinement. This will include goal and policy statements as well as a Future Land Use Framework Map, identifying direction for land use and conservation, growth management, services and infrastructure, and potential urban annexation. These statements will be identified by short term (5-year) and long-term (20-year) goals and objectives to form future and present decision-making. County Staff and the SC will review the draft goals and policies and a refined land use map.

Meetings and Deliverables:

- Preliminary Goals and Policies
- SC Meetings #6 and #7
- Planning Commission Meeting #4 or joint Board of County Commissioners and Planning Commission Study Session
- Coordination call with City of Lamar and consultants to align policy direction within 3-mile area

TASK 9. ADAPTIVE MANAGEMENT AND IMPLEMENTATION PLAN

The Master Plan will include an adaptive management framework that integrates strategies and projects and track accountability, follow-through, and effectiveness. Strategy types will consist of regulatory updates, capital projects, new studies or plans, programs, partnerships, or funding, and could be ranked based on type, timeline, or other category desired.

This will track the follow-through and effectiveness of the Plan's policies. The monitoring tool can be continually updated to illustrate the County's progress toward achieving its goals and will allow long-term tracking of indicators.

Meetings and Deliverables:

- SC Meeting #8
- Preliminary draft of Management and Implementation Plan

TASK 10. DRAFT PLAN AND PUBLIC REVIEW

We will compile and draft the full Plan in this task. Our draft of the County Master Plan will be user-friendly, logical, and accessible to the public with minimal technical language and jargon. It will meet all state requirements and include maps, tables, and other graphics that enhance readability.

The Master Plan will include the compelling vision drafted in Task 6, existing conditions from Task 5, and streamlined goals and strategies that lead into specific action steps with recommendations for future policy updates or ordinance amendments (from Task 8 and 9). This is intended to help shape decisions related to land use management, growth, County programs and services, coordination with the City of Lamar and other agencies, budgeting, and capital improvements.

As the product should work in concert with the Lamar Comprehensive Plan, public engagement on this Draft Plan could piggyback on the City's Public Review Events by hosting a discussion table, break-out room, or station at those events. We anticipate an in-person public event and online review activities.

Meetings and Deliverables:

- Public Review Events (materials, facilitation, and summary)
- Public Review Online Activities and summary
- Spanish translation of engagement flyers
- Spanish interpretation at Public Review event
- Draft Prowers County Plan
- SC Meeting #9
- Planning Commission Meeting #5
- Coordination call with City of Lamar and consultants to align public engagement activities
- Coordination call with City of Lamar and consultants to finalize policy direction and future land uses within 3-mile area

TASK 11. ADOPTION HEARINGS AND FINAL PLAN

The Prowers County Master Plan will be reviewed and adopted by the Prowers County Planning Commission and approved by the Board of County Commissioners. This task will include transmittal of all final digital documents (.pdf) and 10 printed copies of the Plan. A poster-sized executive summary will also be created to showcase the Plan's vision, goals, and objectives.

Meetings and Deliverables:

- County Planning Commission Public Hearing
- Final Plan documents and supporting files
- 10 printed copies of the final plan
- Executive Summary poster

PHASE 4 – IMPLEMENTING THE PLAN

TASK 12: FULL CODE ASSESSMENT

This task includes additional public outreach with the development community to assess what is working with the current regulations and what is not. This will be followed by a full read through of both regulatory documents and a 20–40-page report with recommended edits to both the Zoning and Subdivision Codes based on both public input and professional experience as well as guidance from the Master Plan Update. The analysis and report will include a recommendation with benefits and tradeoffs to whether the County should combine the Zoning and Subdivision Regulations into a single document.

Additionally, the report will include a prioritization list of items to be addressed based on Task 13 to queue up targeted edits to address in Task 14.

Meetings and Deliverables:

- Meetings with the development community
- Meetings with the County Attorney
- Preliminary and Final Assessment Report
- Presentation to Planning Commission and the Board of County Commissioners

TASK 13. IDENTIFY PRIORITY SUBDIVISION AND ZONING ORDINANCE UPDATES

Throughout the visioning outreach and community choices and tasks outlined above, we will be taking note of specific items that would be best addressed in the Zoning and Subdivision Regulations. Once the master plan is substantially complete, we will meet with County staff by way of an in-person work session to develop a list of targeted updates to the Zoning and Subdivision regulations. This could include updating zone district descriptions and associated land uses; adding, deleting, or combining zone districts; updating the dimensional standards to reflect housing needs; updating subdivision regulations with regards to roadway standards or natural resource protections; updating specific application procedures for clarity; or incorporating waterwise landscape standards, dark sky lighting, or low impact development standards if the master plan identifies these as priorities. Additionally, any updates to existing graphics or development of new illustrations will be identified, the number of which can be accommodated will be discussed commensurate with the priority text changes for the available budget identified for this task.

Meetings and Deliverables:

- In-person workshop with County Staff
- Summary of proposed edits
- Drafting and adoption schedule

TASK 14. REGULATION UPDATE DRAFTING

We will work within the current structure and organization of each regulatory document and draft any updated or new language using the track changes feature in Microsoft Word to enable County staff, Planning Commission, and the Board of County Commissioners to see the proposed edits. Any graphics identified during Task 12 will be preliminarily developed alongside the text updates and refined as part of the final review drafts. We have anticipated that we will want three (3) meetings with County staff throughout the drafting process to review language edits in progress and discuss questions or options as needed. We anticipate two (2) additional meetings to review completed drafts of the updated language prior to adoption.

Meetings and Deliverables:

- Five (5) coordination calls with County staff
- Preliminary draft of Zoning and Subdivision updates
- Two (2) rounds of edits to the draft documents
- Final draft of Zoning and Subdivision updates

TASK 15. REGULATION UPDATE ADOPTION

This effort will include one (1) work session with both Planning Commission and Board of County Commissioners to review the changes and discuss any final edits. Following the work sessions, a final round of edits will be made and a draft released for public review prior to adoption hearings.

This task anticipates one (1) final adoption hearing with each of the Planning Commission and Board of County Commissioners. We will give a presentation reviewing the process and highlights of the updated documents and answer any questions that arise from the voting bodies or general public. Any edits that result from adoption hearings will be addressed and final documents delivered to the County in Word and PDF format.

Meetings and Deliverables:

- One (1) work session with Planning Commission
- One (1) work session with Board of County Commissioners
- One (1) public hearing with Planning Commission (virtual)
- One (1) public hearing with Board of County Commissioners (virtual)
- Final document in digital format for delivery to County Staff

Prowers County Master Plan Cost Breakdown

Tasks	LOGAN SIMPSON				Kimley Horn					Hours	Labor	Expenses	Total
	Senior Planner	Principal	Planning Support	CJ	CR	AM	SMC	VE					
Phase 1: FOUNDATION													
Task 1. Project Initiation + Ongoing Management	60	6	40	6	2		8		122	\$ 16,900	\$ -	\$ 16,900	
Task 2. Community Engagement Strategy	8		16						24	\$ 2,800	\$ 13,320	\$ 16,120	
Task 3. Kickoff + Qualitative Assessment	48		68						116	\$ 13,900	\$ 2,100	\$ 16,000	
Task 4. Master Plan Audit	6		40						46	\$ 4,700	\$ -	\$ 4,700	
Task 5. Existing Conditions + Trends Analysis	40	10	100	25	20	20	30	10	255	\$ 34,000		\$ 34,000	
Subtotal	162	16	264	31	22	20	38	10	563	\$ 72,300	\$ 15,420	\$ 87,720	
Phase 2: DEFINING THE DIRECTION													
Task 6. Vision	24	2	50	4	3		5		88	\$ 10,700	\$ 3,000	\$ 13,700	
Task 7. Community Choices + Priorities	50	8	112	15	10	15	20	8	238	\$ 30,600	\$ 3,000	\$ 33,600	
Subtotal	74	10	162	19	13	15	25	8	326	\$ 41,300	\$ 6,000	\$ 47,300	
Phase 3: REALIZING THE PLAN													
Task 8. Policy Framework Development	60	10	80	42	45	35	40	10	322	\$ 44,800	\$ 800	\$ 45,600	
Task 9. Adaptive Management + Implementation Plan	25	4	50	15	15	15	30		154	\$ 20,700	\$ -	\$ 20,700	
Task 10. Draft Plan + Public Review	75	6	100	19	10	10			220	\$ 28,600	\$ 2,700	\$ 31,300	
Task 11. Adoption Hearings + Final Plan	25		24						49	\$ 6,200	\$ 1,300	\$ 7,500	
Subtotal	185	20	254	76	70	60	70	10	745	\$ 100,300	\$ 4,800	\$ 105,100	
Phase 4: IMPLEMENTING THE PLAN													
Task 12. Full Code Assessment	60		180						240	\$ 26,400	\$ 2,200	\$ 28,600	
Task 13. Identify Priority Subdivision + Zoning Ordinance Updates	20		40						60	\$ 6,900	\$ 800	\$ 7,700	
Task 14. Regulation Update Drafting	50		260						310	\$ 32,500	\$ -	\$ 32,500	
Task 15. Regulation Update Adoption	26		50						76	\$ 8,800	\$ 1,600	\$ 10,400	
Subtotal	156	0	350	0	0	0	0	0	686	\$ 74,600	\$ 4,600	\$ 79,200	
Project Total	577	46	1,030	126	105	95	133	28	2,320	\$ 288,500	\$ 30,820	\$ 319,320	