

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
JULY 11, 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

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

10:15 a.m. BOCC
- Updates

10:30 a.m. Pastor Nathan O'Neal, Director of Faith, Congressman Ken Buck CO-(04)
- Update

11:00 a.m. Armando Valdez, CSU Director of USDA Rural Development
- Program Update

MEETING AGENDA

1:00 p.m. Board of Adjustment Meeting under separate agenda

Invocation and Pledge of Allegiance

1:10 p.m. BOCC Regular Meeting

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 June 27, 2023 Meeting Minutes

Public Appearances

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

Mark Westhoff

- County Administrator Update

Rose Pugliese, Esq.

- County Attorney Update

ACTION ITEMS:

1. Consider approval of the County Veterans Service Officer's Monthly Report and Certification of Pay – June 2023.
2. Consider approval of Second Reading and Final Adoption of Ordinance Prohibiting the Operation of Marijuana Cultivation Facilities, Marijuana Product Manufacturing Facilities, Marijuana Testing Facilities, and Retail Marijuana Stores.
3. Consider approval of Understanding of Services with rfarmer, llc to Audit the Governmental Activities, each Major Fund, and the Aggregate Remaining Fund, Information of Prowers County as of December 31, 2022, for Sand and Sage Fair not to Exceed \$20,000.00 in addition to \$1,700.00 for Indirect Cost Report for Public Health Department.
4. Consider approval of Cooperative Agreement between Prowers County Department of Human Services and Colorado State Patrol, Agreement expires June 21, 2026 and authorizing Lanie Meyers-Mireles, Director of Human Services, to execute the document.
5. Consider ratifying 6/30/23 email poll approval of Physical Security Improvements for County Departments of Human Services Grant Application in the amount of \$15,531.24, Project Work Plan July 1, 2023 – June 30, 2024 and submitted by the Department of Human Services.

6. Consider approval of correction to the agenda wording for the Subdivision Application for Rudy Torres and Benjamin Torres, by adding two additional names **Judy Torres**, and **Ian Torres**, and to correct the Subdivision Application to include an additional subdivided **parcel of 30.12** acres in the S2NE4 of Section 6, Township 22, Range 47 West, the 6th P.M. The original subdivision application request was for 4.99 acres in the S2NE4 of Section 6, Township 22, Range 47 West, the 6th P.M. The property is located in an A-1 Irrigated Agriculture zone. This is a First Subdivision. The application was approved by the Planning Commission on February 8, 2023 and the Board of County Commissioners on March 7, 2023. The amended application was approved by the Planning Commission on June 28, 2023.
7. Consider ratifying 7-3-2023 email poll approval of the Rental Agreement between Prowers County Commissioners and Prowers County Public Health & Environment (PCPHE) and NFP Agency for the period of July 1, 2023 through June 30, 2024, cost per square foot is \$7.10, 1,775 square foot for a total of \$12,604.00 annually.
8. Consider ratifying 7-3-2023 email poll approval of the Rental Agreement between Prowers County Commissioners and Prowers County Public Health & Environment (PCPHE) and OLTC/SEP Agency for the period of July 1, 2023 through June 30, 2024, cost per square foot is \$7.10, 2,759 square foot for a total of \$19,589.00 annually.
9. Consider ratifying 7-3-2023 email poll approval of the Rental Agreement between Prowers County Commissioners and Prowers County Public Health & Environment (PCPHE) and Kiowa County Public Health for the period of July 1, 2023 through June 30, 2024, cost per square foot is \$7.10, 225 square foot for a total of \$1,597.50 annually.
10. Consider ratifying 6-27-2023 email poll approval for Payment of Bills and Voided Checks, if any, presented in the amount of \$864,840.89 with the Certification date of June 28, 2023.
11. Consider approval of Lease Agreement between Prowers County Board of Commissioners and Prowers County Department of Human Services from January 1, 2023 until December 31, 2023 for Welcome Home Child and Family Development Center in the amount of \$22,321.30 and authorizing Lanie Meyers-Mireles, Department of Human Services Director to execute the document.
12. Consider approval of Annex Lease Agreement between Prowers County Board of Commissioners and Prowers County Department of Human Services from January 1, 2023 until December 31, 2023 in the amount of \$64,755.00 and authorizing Lanie Meyers-Mireles, Department of Human Services Director to execute the document.
13. Consider approval of Minor Subdivision application by 25-7 Media, Inc., in Indian Claim #26 in Section 19, Township 22 West, Range 46 South, 6th P.M. The request is to subdivide the property into two tracts. The Property is located in a C-2 Commercial Highway Zoning District. This will be a First Subdivision. The Planning Commission approved to forward the application to the BOCC with recommendations for consideration of approval on June 28, 2023.

14. Consider approval of Final Subdivision Exemption Plat Map for Rudy Torres, Benjamin Torres, Judy Torres, and Ian Torres. Application request was approved by the Planning Commission on February 8, 2023 and on March 7, 2023 by the BOCC. Minor Subdivision, for a First Subdivision, in the S2NE4 of Section 6, Township 22, Range 47 West, the 6th P.M., subdividing **35.11** acres into two parcels, **Parcel 1A-30.12** acres and Parcel **1B-4.99** acres, and to be recorded in the County Clerk's Office.
15. Consider approval of Subdivision Exemption Application by Five Rivers Cattle Feeding LLC, in the SE4NE4 of Section 19, Township 22, Range 47 West, 6th P.M. The request is to subdivide approximately 10 acres from the existing property of 265.71 acres. The property is located in I-1 Industrial Zoning District. This will be a First Subdivision. The Application request was approved by the Planning Commission on June 28, 2023.
16. Consider ratifying 6-30-2023 email poll approval of Court Security Statement of Grant Award, FY-2023/2024 in the amount of \$176,256.00 and authorizing Ron Cook, Chairman of the Board to execute the document electronically.
17. Consider approval of accepting Purchase Order, QAAA, 202300012247 between Colorado Department of Early Childhood and Prowers County Department of Human Services for the provision of Community Based Child Abuse Prevention Implementation Support in the amount of \$24,999.99, expiration date 12-31-23.
18. Consider ratifying 7-5-2023 email poll approval for Professional Services Agreement between Prowers County, Southeast Colorado Enterprises Development, Inc (SECED) and Williford, LLC regarding the IHOP Grant, Prowers County is acting as the Fiscal agent and authorizing Ron Cook, Chairman of the Board to execute the document.
19. Consider approval of terminating COVID-19 Illness and Sick Leave Policy that was adopted on August 18th, 2020 and was effective starting August 15th, 2020, and authorizing County Administrator to send a corresponding memo to County employees.
20. Consider approval of adding a rehire provision to County Health Pool Policy, adding an effective date, and adding a waiting period for employee rehire.

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: 7-11-2023

Submitter: Gary Harbert, Veterans Officer

Submitted to the County Administration Office on: 7/1/2023

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 – June 2023

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:



Colorado Department of Military and Veterans Affairs
County Veterans Service Officers Monthly Report and Certification of Pay

County of Prowers Month of June 2023

Telephone Calls	91
Appointments	44
Outreach	
Total Served	134

Surveys Submitted	
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Certification by County Veterans Service Officer

I hereby certify that the above monthly report is true and accurate to the best of my knowledge and belief. I have been employed as a county veteran service officer at a rate of:

 34 hours per week or fewer

 X 35 hours per week or more

For the month of June, 2023 from Prowers County.

Gary Harber
Signature of County Veterans Service Officer

7/1/2023
Date

Certification by County Commissioner or Designee

☐ In accordance with CRS 28-5-202, I hereby certify the appointment of our county veterans service officer.

☐ In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised September 2021.

County Commissioner or Designee of

PROWERS County

Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15th day the following month to:

*Colorado Division of Veterans Affairs East
cdvainfo@dmva.state.co.us*

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 7/11/23

Submitter: Rose Pugliese

Submitted to the County Administration Office on: 6-14-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 0

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of Second Reading and Final Adoption of Ordinance Prohibiting the Operation of Marijuana Cultivation Facilities, Marijuana Product Manufacturing Facilities, Marijuana Testing Facilities, and Retail Marijuana Stores.

Justification or Background:

Marijuana moratorium ordinance per direction of the County Commissioners.

Fiscal Impact: None.

Approved by the County Attorney on:

Additional Approvals (if required): N/A

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Ordinance # 2023 - 3

**PROHIBITING THE OPERATION OF MARIJUANA CULTIVATION FACILITIES,
MARIJUANA PRODUCT MANUFACTURING FACILITIES, MARIJUANA TESTING
FACILITIES, AND RETAIL MARIJUANA STORES**

WHEREAS, Colorado voters approved the adoption of Amendment 64 at the general election held on November 6, 2012, thereby adding Article XVIII, Section 16. Personal use and regulation of marijuana to Article XVIII of the Colorado Constitution; and

WHEREAS, Amendment 64 provides for the state licensing and regulation of recreational marijuana establishment, including marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores; and

WHEREAS, Amendment 64 failed in Prowers County on a vote of 2,826 against and 1,953 for the Amendment; and

WHEREAS, paragraph S(f) of Amendment 64 allows a locality, defined to include a county, to prohibit the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores through the enactment of an ordinance; and

WHEREAS, a majority of voters in unincorporated Prowers County voted against Amendment 64; and

WHEREAS, Amendment 64 conflicts with federal law, as the possession, cultivation, sale and use of marijuana remains illegal under federal criminal statutes; and

WHEREAS, the Board of County Commissioners of Prowers County (the "Board") finds that the licensing and operation of marijuana establishments provided for in Amendment 64, by making marijuana more readily available in the community and facilitating the recreational use of marijuana, presents a threat to the health and education of Prowers County's children, to the safety of the workplace and the traveling public and to the public health, safety and welfare as a whole; and

WHEREAS, the licensing and operation of medical marijuana centers, medical marijuana infused products manufacturing, and optional premises cultivation operations pursuant to the Colorado Medical Marijuana Code shall be unaffected by this Ordinance.

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

Section 1: Purpose.

The purpose of this Ordinance is to prohibit the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores through the enactment of an ordinance as contemplated in Amendment 64, paragraph S(f) by finding that Amendment 64 conflicts with federal law. Specifically, pending federal legislation or Executive direction to the contrary notwithstanding, this Board bases its findings on Article 6, Clause 2 of the United States Constitution and the legal principle that where federal law and state law conflict, federal law prevails, as articulated by the U.S. Supreme Court in *Gonzales v. Raich*.

Section 2: Authority.

This Ordinance is authorized pursuant to, inter alia, Article XVIII, Section 16, paragraph S(f) of the Colorado Constitution.

Section 3: Applicability.

This Ordinance shall apply throughout the unincorporated area of Prowers County.

Section 4: Definitions.

Unless otherwise specified or the context otherwise requires, any terms used herein shall have the same meanings as provided in Article XVIII, Section 16 of the Colorado Constitution.

Section 5: Marijuana Establishments Prohibited.

The licensing and operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores is hereby prohibited.

Section 6: Severability Clause.

If any section, subsection, clause, or phrase of this Ordinance is for any reason held to be invalid, such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7: Publication

The foregoing text is the authentic text of Ordinance No. 2023- 3. The first reading of said Ordinance took place on June 13, 2023 at a regular meeting of the Board of County Commissioners. It was published in full in the Lamar Ledger on 6-29-23. The second reading of this Ordinance took place on 7-11-23 at a regular meeting of the Board of County Commissioners and was adopted on such date.

Section 8: Effective Date and Safety Clause

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

ADOPTED this _____ day of _____, 2023, by the Board of County Commissioners of Prowers County, Colorado.

Ron Cook, Chairman

Wendy Buxton-Andrade, Vice-Chairman

Thomas Grasmick, Commissioner

ATTEST:

Jana Coen, County Clerk

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7-11-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 6-21-2023

Return Originals to: Jana Coen & Administration

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Understanding of Services with rfarmer, llc to Audit the Governmental Activities, each Major Fund, and the Aggregate Remaining Fund, Information of Prowers County as of December 31, 2022, for Sand and Sage Fair not to Exceed \$20,000.00 in addition to \$1,700.00 for Indirect Cost Report for Public Health Department.

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Board of County Commissioners

Prowers County

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

THOMAS GRASMICK, GRANADA
FIRST DISTRICT

RONALD S. COOK, LAMAR
SECOND DISTRICT

WENDY BUXTON-ANDRADE, LAMAR
THIRD DISTRICT

JANA COEN
CLERK TO THE BOARD

ROSE F. PUGLIESE ESQ.
COUNTY ATTORNEY

MARK WESTHOFF
COUNTY ADMINISTRATOR

July 11, 2023

rfarmer, llc
P O Box 1173
Lamar CO 81052

Mr. Farmer,

This representation letter is provided in connection with your audit of the basic financial statements of Prowers County as of and for the year ended December 31, 2022, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position, results of operations of the various opinion units of Prowers County in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of June 21, 2023:

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter for the year ended December 31, 2022, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
- We have reviewed, approved, and taken responsibility for the financial statements and related notes.
- We have a process to track the status of audit findings and recommendations.

- We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- All events after the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
 - The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
- All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
- All funds and activities are properly classified.
- All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, GASB Statement No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus* as amended, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
- All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
- Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
- All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
- All interfund and intra-entity transactions and balances have been properly classified and reported.
- Special items and extraordinary items have been properly classified and reported.
- Deposit and investment risks have been properly and fully disclosed.
- Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- All required supplementary information is measured and presented within the prescribed guidelines.
- Regarding investments and other instruments reported at fair value:
 - The underlying assumptions are reasonable, and they appropriately reflect management's intent and ability to carry out its stated courses of action.
 - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
 - The disclosures related to fair values are complete, adequate, and in accordance with U.S. GAAP.
 - There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

Information Provided

- We have provided you with:
 - Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
 - Additional information that you have requested from us for the purpose of the audit; and
 - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.

- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - Management;
 - Employees who have significant roles in internal control; or
 - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, vendors, regulators, or others.
- We are not aware of any pending or threatened litigation, claims, and assessments whose effects should be considered when preparing the financial statements and we have not consulted legal counsel concerning litigation, claims, or assessments, except as disclosed to you.
- We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
- There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
- Prowers County has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
- We have disclosed to you all guarantees, whether written or oral, under which the County is contingently liable.
- We have disclosed to you all nonexchange financial guarantees, under which we are obligated and have declared liabilities and disclosed properly in accordance with GASB Statement No. 70, *Accounting and Financial Reporting for Nonexchange Financial Guarantees*, for those guarantees where it is more likely than not that the entity will make a payment on any guarantee.
- For nonexchange financial guarantees where we have declared liabilities, the amount of the liability recognized is the discounted present value of the best estimate of the future outflows expected to be incurred as a result of the guarantee. Where there was no best estimate, but a range of estimated future outflows has been established, we have recognized the minimum amount within the range.
- We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
- We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
- There are no:
 - Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
 - Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
 - Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.
 - Prowers County has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
- We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

Sincerely,

Ron Cook, Chairman, Prowers County Board of Commissioners

Paula Gonzalez, Finance Director/Budget Officer

Mark Westhoff, County Administrator

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 7-11-2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 6-22-23

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider approval of Cooperative Agreement between Prowers County Department of Human Services and Colorado State Patrol, Agreement expires June 21, 2026 and authorizing Lanie Meyers-Mireles, Director of Human Services, to execute the document.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

**COOPERATIVE AGREEMENT BETWEEN
PROWERS COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES
AND COLORADO STATE PATROL**

This agreement is entered into, by and between the Prowers County Department of Human Services, hereinafter "Human/Social Services", and the Colorado State Patrol, hereinafter "Law Enforcement".

WITNESSETH

WHEREAS, Colorado law encourages cooperation between local departments of Human/Social Services and Colorado State Patrol; and

WHEREAS, from time to time, Prowers County Human/Social Services and Colorado State Patrol have the responsibility to investigate allegations of child abuse and neglect; and

WHEREAS, the parties hereto desire to memorialize their cooperative arrangement; and

WHEREAS, by custom, Human/Social Services has taken the prime responsibility to investigate child abuse and neglect cases, and the parties affirmatively state that this Agreement is not intended to change this custom; and

WHEREAS, while each of the undersigned professionals and agencies have specific responsibilities in the treatment, protection, and investigation of children, it is acknowledged that the multidisciplinary team approach on matters of child abuse and neglect is a more positive approach to the ultimate resolution of the problems related to these most difficult situations; and

WHEREAS, the purpose of this agreement is to enhance the ability of agencies, organizations, and individuals to implement coordinated efforts in dealing with children and families involved in child abuse and neglect,

NOW THEREFORE, the parties agree as follows:

PROTOCOL FOR COOPERATION

The following protocol shall apply for cooperation between Human/Social Services and local Law Enforcement.

- A. Child abuse reporting laws allow reports to both Law Enforcement and Human/Social Services. This makes cooperation essential to assure prompt action, protection for the child and the responses required by law. The decision regarding who investigates a suspected child abuse/neglect case shall be made jointly by the referring agency and the receiving agency. Joint investigation may also be requested by the receiving agency if there is a determination of that need.
- B. The Department of Human/Social Services has an assigned worker on call twenty-four hours per day, seven days per week. Any referrals should be made to a caseworker or the director during regular working hours or the staff person on call after hours. All referrals from Human/ Social Services will be made to the officer on duty.
- C. Cases of minor and medium physical abuse/neglect will not require immediate referral to local Law Enforcement by the staff of Human/ Social Services. All cases of a more severe

nature require immediate contact with local Law Enforcement depending on jurisdiction.

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- D. Third-party abuse or neglect cases investigated by Law Enforcement as provided in Section 19-3- 308(5.3)(a) shall not require immediate notification to Human/Social Services. In such cases, Law Enforcement shall submit a copy of its investigative report to Human/Social Services in order that Human/Social Services may submit a report to the states automated system if the case is substantiated and may order to have the local Child Protection Team review the case.
- E. All reports of confirmed child abuse/neglect shall be forwarded by the County Department to the District Attorney's office and the local Law Enforcement agency.
- F. In Joint investigations, as a general rule, Human/Social Services will take the lead in interviewing the victim; and Law Enforcement will take the lead in interviewing the alleged perpetrator. Joint interviews shall be preceded by a planning session to outline the conduct of the interview prior to the investigation. However, some investigations will proceed according to a standard plan of actions, while others will require a unique approach. Upon completion of the joint investigation:
1. Law Enforcement continues criminal investigation without the involvement of Human/Social Services. This shall include the submission of the information to the District Attorney for disposition.
 2. Human/Social Services shall be responsible for determining what measures are necessary for the protection of the children, which may include, but not necessarily be limited to the removal of the child (ren) from the home, the filing of a Petition for Dependency and Neglect, and appropriate notification to the Court if removal has occurred.
 3. Appropriate sharing of reports must occur. Law Enforcement shall provide Human/Social Services with copies of incident reports when requested.

LANGUAGE AND CRITERIA FOR IDENTIFICATION OF SUSPECTED ABUSE

This section is intended to ensure that all parties are using the same language and criteria for identification of suspected abuse and neglect cases.

ABUSE

- Minor - Excessive or inappropriate force used resulting in a superficial injury.
- Medium - Excessive or inappropriate force used resulting in an injury which may require medical attention.
- Severe- Excessive or inappropriate force used resulting in a serious injury which requires medical attention and/or hospitalization.
- Near fatal - Involves an incident in which a physician determines that a child is in serious, critical, or life-threatening condition as the result of sickness or injury caused by suspected abuse and/or neglect.
- Fatal - Physical or emotional needs of child are not met resulting in death.

NEGLECT

- Minor - Physical or emotional needs of child are marginally or inconsistently met, but little or no impact on the child's functioning.
- Medium - Physical or emotional needs of child are inadequately met resulting in some impairment in the child's functioning.
- Severe - Physical or emotional needs of child are not met resulting in serious injury or illness.

- Near fatal - Physical or emotional needs of the child are not met in an incident in which a physician determines that a child is in serious, critical, or life-threatening condition as the result of sickness or injury caused by suspected abuse and/or neglect.
- Fatal - Physical or emotional needs of child are not met resulting in death.

SEXUAL ABUSE

- Severity of sexual abuse should be determined based upon the type of contact, duration of contact, and the emotional impact upon the child.

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HUMAN TRAFFICKING

- Refers to sex trafficking or trafficking for sexual servitude and/or labor trafficking or involuntary servitude.
- “Sex trafficking” or “human trafficking of a minor for sexual servitude” means a child/youth trades sex or sexual activity in exchange for something of value. Sex trafficking occurs when a child/youth is exploited (sold, recruited, harbored, transported, transferred, isolated, enticed, provided, received, or obtained) by any means, maintained or made available by a family member, institution, or third party for purposes of commercial sexual activity.
- “Labor trafficking” or “human trafficking for involuntary servitude” means a child/youth is coerced to perform labor services. Labor trafficking occurs when a child/youth is exploited (sold, recruited, harbored, transported, transferred, isolated, enticed, provided, received, or obtained) by a family member, institution, or third party for purposes of forcing the youth to perform labor or labor services.

RESPONSIBILITY FOR INVESTIGATION

A. The following are applicable cases, or types of cases, where it is expected that the sole investigation will be conducted by Human/Social Services (Law Enforcement may be called at any time there may be a safety risk to any worker):

1. Minor physical abuse
2. Substance exposed newborn.
3. Organic Failure to Thrive
4. Medical neglect (including failure to provide medically indicated treatment to disabled infants with life threatening conditions and drug affected babies).
5. Sexual abuse when perpetrator under age 10. Exception, if there is indication that the under age 10 perpetrator is the victim of someone over 10.
6. Educational neglect. In truancy cases, after charges have been filed by the school district.
7. Emotional abuse.
8. Medium neglect, lack of supervision.
9. Physical or sexual abuse in a daycare home or center, foster home, group home or institution. (Another county department may need to investigate to avoid a conflict of interest).

B. The following are examples of cases where it is expected that the sole investigation will be conducted by Law Enforcement (Human/Social Services may be called when determined by both parties to be in the best interest of the safety of the child).

1. Third-party physical abuse.
2. Third party sexual abuse, when the alleged perpetrator is over 10 and it can be determined that the actor is not an abused child.

3. Report of immediate danger to a child when proximity and speed of Law Enforcement response is needed, when Child Protective Services are not available, and risk to the child indicates immediate evaluation is needed (e.g., welfare check).
- C. The following cases shall be jointly investigated by Human/Social Services and Law Enforcement when abuse or neglect is suspected:
1. Death of a child.
 2. Medium to severe physical abuse or risk of this. Joint investigation by Human/Social Services and Law Enforcement is recommended to evaluate the need for immediate medical evaluation, protective custody of the child and appropriate civil and criminal action.
 3. All head trauma injuries (i.e., subdural hematoma).
 4. All injuries involving ruptured organs, unjustifiably explained abdominal injuries or any injury consistent with abuse. (The history given concerning such conditions is at variance with the degree or type of such condition or death; or the circumstances indicate that such condition may not be the product of an accidental occurrence).
 5. All fractures which are unjustifiably explained, or multiple fractures or in various stages of healing. (The history given concerning such conditions is at variance with the degree or type of such condition or death; or the circumstances indicate that such condition may not be the product of an accidental occurrence).
 6. All second or third degree burns, including cigarette burns or other burns consistent with abuse (such as immersion burns).
 7. All lacerations to the face, external genitalia or extremities which are unjustifiably explained. (The history given concerning such condition is at variance with the degree or type of such condition or death; or the circumstances indicate that such conditions may not be the product of an accidental occurrence).
 8. All lesions on different parts of the body.
 9. Intra familial and third-party sexual abuse.
 10. Injurious Environment. (May require Code Enforcement).
 11. Sexual abuse when the alleged perpetrator may be a child victim, or the actor may have his/her own children under the age of 18, or any other child may be at risk.
 12. When a suspected perpetrator who is a parent, custodian, guardian or a child may flee.
 13. When a parent, custodian, or guardian of a child refuses access to the child (ren) by Human/Social Services or Law Enforcement or refuses medical examination of the child (ren). It is recognized that it may be necessary for Human/ Social Services to obtain a Court Order for access to said child (ren).
 14. Conditions suggesting suspicion that a law has been broken.
 15. Any case in which a child is subjected to human trafficking of a minor for sexual and labor servitude.

GENERAL PROVISIONS OF COOPERATIVE AGREEMENT

A. The intent of this Agreement is to clarify and enhance cooperation between agencies to protect children. It is recognized there may be differing opinions regarding some case decisions. In those cases, referral to supervisory levels would be appropriate. Child Protection Teams also may be used for consultation, feedback, and direction regarding cases which have become problematic between agencies. The District Attorney may provide guidance as well. In extreme circumstances, the Court may be requested to intervene to resolve issues related to the legal responsibility of each agency.

- B. Because agencies and communities are changing entities, annual review for modification or evaluation is accepted as a part of this cooperative agreement. The parties shall set a mutually convenient annual meeting to review and discuss issues directly related to the fulfillment of this Agreement.
- C. Copies of relevant portions of Colorado Revised Statutes are attached hereto for reference.
- D. THE UNDERSIGNED INDIVIDUALS REPRESENTING THEIR RESPECTIVE AGENCIES HAVE READ THIS DOCUMENT AND AGREE TO IMPLEMENT THE PROCEDURES AS OUTLINED.

Minna Castillo Cohen- Colorado Department of Human Services

Matthew Packard- Chief of Colorado State Patrol

County Department of Human Services Representation



OPERATION MEMO

Title: Child Welfare & Colorado State Patrol Cooperative Agreement		Office/division: OCYF Division of Child Welfare Office Director: Minna Castillo Cohen Division Director: Joe Homlar
Memo number: OM-CW-2023-0010		Program area: Child Welfare
Outcome: Completion of cooperative agreements with Colorado State Patrol		
Pertinent statute/rule: 19-308 (5.50), 7.601.2A		
Keywords: Referral, Assessment, Law Enforcement, Investigation, Abuse and Neglect Report		
Issue date: June 22, 2023	Effective: June 22, 2023	Expires: June 21, 2026

Intended recipients

This communication has been sent to all county human service directors and subscribers to the Office of Children, Youth and Families community partners email list that elect to receive notification when the Office issues a memo. Please forward pertinent information on to staff members as you deem necessary.

Purpose

The purpose of this memorandum from the Office of Children, Youth and Families (OCYF), Division of Child Welfare (DCW) is to outline the steps for the cooperative agreement with Colorado State Patrol (CSP) as defined in 12 CCR 2509-7-7.601.2.

To bring Colorado into compliance with Colorado Revised Statutes 19-3-308 (5.50), DCW worked with CSP to create a cooperative agreement which has been signed by the Chief of CSP, Col. Matthew Packard. This agreement is now available to be signed by a representative from each individual county department of human/social services to acknowledge they have read the contents of the cooperative agreement.

Action

The following needs to be executed by each county and the signed copy of the agreement emailed to teri.bokn@state.co.us within 30 days of signature, or no later than September 10, 2023:

1. Download the attached PDF document
2. Digital signature is appropriate



3. Fill out fields for your county on the first page (Name of County, Date, etc.)
4. Have a representative from your county department of human/social services sign where indicated
5. E-mail a copy of the signed agreement to teri.bokn@state.co.us
6. Keep the original signed agreement on file in your county

Attachments

[2023 CW MOU Packard Signature](#)

Supersedes

OM-CW-2019-0094

Contact

If you have specific questions about the agreement, please contact Joey Brozek, Institutional Assessment Specialist, Division of Child Welfare, at 303-866-5613 or joseph.brozek@state.co.us

Operation memos are active for three years; then they are archived and reissued if necessary. Access the CDHS Memo Series at cdhs.colorado.gov/our-partners/counties/cdhs-memo-series.



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7-11-2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 6-30-23

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 ratifying 6/30/23 email poll approval of Physical Security Improvements for County Departments of Human Services grant application in the amount of \$15,531.24, Project Work Plan July 1, 2023 – June 30, 2024 and submitted by the Department of Human Services.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

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

June 30, 2023

Health Care Policy & Financing
1570 Grant St.
Denver, CO 80203-1818

RE: Intent to Apply - Physical Security Improvements for County Departments of Human/Social Services

County Relations,

As outlined in HCPF OM 23-039, please accept this Intent to Apply with all other required documents as Prowers County application for the Physical Security grant. We have collaborated with our Public Health/OLTC agency who is co-located in identifying our needs to enhance security measures for our staff and members we serve.

Should you have any questions, please feel free to contact me at (719) 336-7486 x 104.

Thank you,



Lanie Meyers-Mireles
Director

1. County Point of Contact

Lanie Meyers-Mireles, Director

719-336-7486 x 104

Email: dhdirector@prowerscounty.net

2. Itemized Budget Attached

3. Project Work Plan – July 1, 2023 – June 30, 2024

Major Task or Activity	Task/Activity/Start/Completion Dates	Responsible Individual	Deliverable
Install parking area camera system	Start Date: 8/1/23 Completion Date: 9/1/23	Great Plains Security	Activated and operable camera system providing view of parking area
Install key card reader	Start Date: 10/1/23 Completion Date: 11/1/23	Great Plains Security	Activated and operable key card readers at two additional DHS doors
Install motion sensor security lighting for parking area	Start Date: 9/1/23 Completion Date: 10/1/23	Prowers County Building and Maintenance Department	Operable motion sensor lights in staff parking area

4. Quotes attached

5. Reception area staff will monitor cameras during office hours to monitor who is coming in/out of the building. Should an issue arise (either vandalism or concerning behaviors by an individual) the video evidence will be viewed by agency department head and turned over to the applicable law enforcement agency.

Item Brief Description	Rate and Unit of Measure	Quantity	Total for Project
Camera System to view parking area			
NVR 16ch 4TB	\$1,750.00	1	\$ 1,750.00
Turret Camera 5 mp Coloado at Night	\$350.00	6	\$ 2,100.00
Camera Mount	\$125.00	6	\$ 750.00
Network Bridge Radio	\$200.00	2	\$ 400.00
Switch POE 8ch	\$175.00	1	\$ 175.00
Monitor 24" 1080p	\$250.00	1	\$ 250.00
Labor			\$ 2,500.00
Enhanced Exterior Door Security: Card Reader			
Electric Door Retraction for Panic Bar	\$1,750.00	2	\$ 3,500.00
Card Reader	\$290.00	1	\$ 290.00
Power Supply	\$350.00	1	\$ 350.00
Access Control Wire	\$500.00	1	\$ 500.00
Labor			\$ 2,000.00
Enhanced Lighting in Staff Parking Area			
300 Watt Motion Sensor LED NextGen III LED Flood Light - 42,000 Lumen - 5000K - Flood Mount	\$309.99	3	\$ 966.24
Total Security Upgrades			\$ 15,531.24

Great Plains Security, LLC.
4100 County Road HH
Lamar, CO 81052

Proposal

Date of Proposal: 06/20/23

Proposal Number:

Customer Number: 0095

Premise Phone: 719-336-7486

The terms of this proposal are valid
for 30 days from the date shown above.

Department Of Social Service
P.O. Box 1157
Lamar, CO 81052

Great Plains Security, LLC.

Hereby Submits Specification and Estimate for:

0095 Department Of Social Service Lamar @ 1001 South Main Street

<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
2	Electric Door Retraction for Panic Bar	3500.00
1	Card Reader	290.00
1	Power Supply	350.00
1	Access Control Wire	500.00
1	Labor	2000.00

*50% Down, 50% Due Upon Completion
1 Year Great Plains Workmanship and Defect Warranty*

Complete in accordance with above specifications for: \$6,640.00

If you have any questions regarding this proposal please call us at (719)336-4582

Great Plains Security, LLC.
4100 County Road HH
Lamar, CO 81052

Proposal

Date of Proposal: 09/27/22

Proposal Number:

Customer Number: Prowers Co

Premise Phone: (719)336-8029

The terms of this proposal are valid
for 30 days from the date shown above.

Prowers County Administrator (Annex)
301 South Main St, Suite 215
Lamar, CO 81052

Great Plains Security, LLC.

Hereby Submits Specification and Estimate for:

Prowers Co Prowers County Administrator (Annex) @ 301 South Main St, Suite 215

<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
1	NVR 16ch 4TB	1750.00
6	Turret Camera 5mp Color at Night	2100.00
6	Camera Mount	750.00
2	Network Bridge Radio	400.00
1	Switch POE 8ch	175.00
1	Monitor 24" 1080p	250.00
1	Labor	2500.00

*50% Down, 50% Due Upon Completion
1 Year Great Plains Workmanship and Defect Warranty*

Complete in accordance with above specifications for: \$7,925.00

If you have any questions regarding this proposal please call us at (719)336-4582



Lanie Meyers-Mireles <dssdirector@prowerscounty.net>

Quote # AB- 89767 from LEDLightExpert.com

3 messages

sales@ledlightexpert.com <sales@ledlightexpert.com>

Fri, Jun 30, 2023 at 11:12 AM

Reply-To: sales@ledlightexpert.com

To: dhsdirector@prowerscounty.net



Order Notification

Lanie Mireles,

This email is a automated quote or order. Please contact us if you have any questions about your order. If this was a quote, please call with payment to complete the order. We pride ourselves on our elite level customer service and superior product quality.

Excellent based on **556** reviews Trustpilot

This Quote includes Shipping, UL, DLC, Product Insurance, 7 Year Warranty, US Support team and more. We appreciate you giving us the opportunity to earn your business. Feel free to reach out to me directly should you have any questions. I look forward to working with you, David "Block" McDowell 800-674-9420 Ext 1
sales@ledlightexpert.com

We offer toll free phone support 6 days a week and back up everything we sell directly. Thank you for allowing us to serve you.

Order Information

Order number: AB-89767 Account**Order date:** 6/30/2023

Rep: David McDowell

Billing address:**Shipping To:**

Lanie Mireles

Lanie Mireles

Prower County

Prower County

dhsdirector@prowerscounty.net

719-336-7486
1001 S. Main St.
Lamar, CO 81052 US

1001 S. Main St.
Lamar, CO 81052 US

Payment Method:

QUOTE ONLY - Please call with
payment to complete

Shipping Method:

Free Shipping

Order Summary

Need a Spec Sheet or DLC code? Click on the image of the product below or enter the ID on the website to get a spec sheet and DLC info. Spec sheets are in the body of each listing. Email for help.



**300 Watt Motion Sensor LED NextGen III LED
Flood Light - 42,000 Lumen - 5000K - Flood
Mount**
Remote Control Programmer: None
Product ID: 31-183

QTY PRICE

3 \$309.99

Subtotal: \$929.97

Discount: \$0.00

Shipping: \$0.00

Sales Tax: \$36.27

Total: \$966.24

Discounts / Promotions / Gift Certificates

SALE30OFF - \$0.00

Checkout Questions

Q: Is Terms

A:

Q: PO Number

A:

Q: Invoice Number

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 07/11/2023

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 06/29/2023

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 0

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval for a correction to the agenda wording for the Subdivision Application for Rudy Torres and Benjamin Torres, adding two additional names **Judy Torres**, and **Ian Torres**, and to correct the Subdivision Application to include an additional subdivided **parcel of 30.12** acres in the S½NE¼ of Section 6, Township 22, Range 47 West, the 6th P.M. The original subdivision application request was for 4.99 acres in the S½NE¼ of Section 6, Township 22, Range 47 West, the 6th P.M. The property is located in an A-1 Irrigated Agriculture zone. This is a First Subdivision. The application was approved by the Planning Commission on February 8, 2023 and the Board of County Commissioners on March 7, 2023. The amended application was approved by the Planning Commission on June 28, 2023

Justification or Background:

Correct the Subdivision Application request to include two additional names and an additional subdivided parcel of 30.12 acres as reflected on the subdivision plat.

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!

Corrected Application
Approved by Planning Commission 6/28/23

Subdivision
Exemption No.

SUBDIVISION APPLICATION AND SUMMARY FORM

PLEASE READ NOTE AND SIGN BELOW:

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

Date: 1/25/2023

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

Benjamin Torres
Judy Torres
Applicant's / Representative's Signature

Property Owner: Judy Torres Ian Torres

Address: 1750 CR 44, Lamar, MO 64552

Telephone Number: 719-688-7301 Email: jruideinc@outlook.com

Applicant's Representative: _____

Address: _____

Telephone Numbers: _____ Email: _____

Surveyor or Engineer: _____ Telephone: _____

Location of Subdivision:

Subdivision (1st, 2nd, etc.) 1st Sub

Quarter S1/2 NE 1/4

Section 6 Township 23 Range 47 or

Lot _____ Block _____ Subdivision _____

*****Attach Copy of Deed*****

Tax parcel number of property (County Assessor's Records) 8000 33641
parcel # 1

Current land classification as per Assessor's Records _____

If irrigated, will water shares be allocated to the subdivided parcel? _____ Yes X No

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

If YES, attach copy

Proposed Use of Land Residential

Proposed Water Source Prosperity Lane

Proposed Means of Sewage Disposal Septic

Proposed Road Access CR. 2

Proposed Lot Size 4.99 - Parcel 1B
30.12 - Parcel 1A

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

Prowers County Planning Commission, Chair

[Signature]

Dated this 8 day of February, 2023

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

Prowers County Board of County Commissioners, Chair

[Signature]

Dated this 7 day of MARCH, 2023

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7-11-2023

Submitter: Prowers County Administration/Public Health Department

Submitted to the County Administration Office on: 7-3-2023

Return Originals to: Jana Coen & Meagan Hillman

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 7-3-2023 email poll approval of the Rental Agreement between Prowers County Commissioners and Prowers County Public Health & Environment (PCPHE) and NFP Agency for the period of July 1, 2023 through June 30, 2024, cost per square foot is \$7.10, 1,775 square foot for a total of \$12,604.00 annually.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

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

PROWERS COUNTY PUBLIC HEALTH & ENVIRONMENT



1001 South Main Street – Lamar, CO 81052
Phone: (719) 336-8721 – Fax: (719) 336-9763
www.prowerscounty.net

Rental Agreement

This constitutes an agreement made as of the 1st day of July 2023, between the Prowers County Board of Commissioners, CO, Prowers County Public Health & Environment (PCPHE), and NFP Agency.

Witnesseth:

Prowers County Board of Commissioners hereby rents to NFP the exclusive use of 5 office rooms and a copier room, in the Prowers County Annex Building located on the 1st floor. In addition, this lease provides for joint use of PCPHE exam room, kitchen/break area, hallways, basement storage, and Annex common areas, for a total adjusted square footage of 1,775. This agreement also provides for janitorial services, building maintenance, and utilities (excluding telephone services).

1. **TERM:** This rent shall continue for a period of 12 months from July 1, 2023 until June 30, 2024, and shall continue on a month-to-month basis after that period, if this lease is not specifically renewed or cancelled. Following the initial lease period, either party, without cause, upon 30 days notice may cancel the lease at any time.
2. **RENT:** NFP agrees to pay as rent for the premises the sum of \$12,604.00 annually, which shall be paid on a monthly basis.
3. **ANALYSIS:** Based on the analysis of building expenses, the County has determined that the actual cost per square foot is \$7.10, 1,775 sq. ft, for a total of \$12,604.00 annually. This includes janitorial services, building maintenance, utilities, and grounds costs (excluding telephone services) and maintenance department operating costs. Annual adjustments to rental fees will be made based upon level of program funding and by agreement with County Commissioners and Public Health Administrator.

This agreement is contingent upon continued program funding.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the date written above.

Chairman,
Prowers County Board of Commissioners

Meagan Hillman Director
Prowers County Public Health

ATTEST:

Jana Coen, Prowers County Clerk & Recorder

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7-11-2023

Submitter: Prowers County Administration/Public Health Department

Submitted to the County Administration Office on: 7-3-2023

Return Originals to: Jana Coen & Meagan Hillman

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 7-3-2023 email poll approval of the Rental Agreement between Prowers County Commissioners and Prowers County Public Health & Environment (PCPHE) and OLTC/SEP Agency for the period of July 1, 2023 through June 30, 2024, cost per square foot is \$7.10, 2,759 square foot for a total of \$19,589.00 annually.

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

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



PROWERS COUNTY PUBLIC HEALTH & ENVIRONMENT

1001 South Main Street – Lamar, CO 81052
Phone: (719) 336-8721 – Fax: (719) 336-9763
www.prowerscounty.net

Rental Agreement

This constitutes an agreement made as of the 1st day of July 2023, between the Prowers County Board of Commissioners, CO, Prowers County Public Health & Environment (PCPHE), and OLTC/SEP Agency.

Witnesseth:

Prowers County Board of Commissioners hereby rents to OLTC/SEP the exclusive use of 6 office rooms, 1 storage area adjacent to one of the offices, and a copier room in the Prowers County Annex Building located on the 1st floor. In addition, this lease provides for joint use of PCPHE kitchen/break area, hallways, basement storage, and Annex common areas, for a total adjusted square footage of 2,759. This agreement also provides for janitorial services, building maintenance, and utilities (excluding telephone services).

1. **TERM:** This rent shall continue for a period of 12 months from July 1, 2023 until June 30, 2024, and shall continue on a month-to-month basis after that period, if this lease is not specifically renewed or cancelled. Following the initial lease period, either party, without cause, upon 30 days' notice may cancel the lease at any time.
2. **RENT:** OLTC/SEP agrees to pay as rent for the premises the sum of \$19,589.00 annually, which shall be paid on a monthly basis.
3. **ANALYSIS:** Based on the analysis of building expenses, the County has determined that the actual cost per square foot is \$7.10, 2,759 sq. ft, for a total of \$19,589.00 annually. This includes janitorial services, building maintenance, utilities, and grounds costs excluding telephone services) and maintenance department operating costs. Annual adjustments to rental fees will be made based upon level of program funding and by agreement with County Commissioners and Public Health Administrator.

This agreement is contingent upon continued program funding.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the date written above.


Chairman,
Prowers County Board of Commissioners


Meagan Hillman, Director
Prowers County Public Health

ATTEST:


Jana Coon, Prowers County Clerk & Recorder

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7-11-2023

Submitter: Prowers County Administration/Public Health Department

Submitted to the County Administration Office on: 7-3-2023

Return Originals to: Jana Coen & Meagan Hillman

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 7-3-2023 email poll approval of the Rental Agreement between Prowers County Commissioners and Prowers County Public Health & Environment (PCPHE) and Kiowa County Public Health for the period of July 1, 2023 through June 30, 2024, cost per square foot is \$7.10, 225 square foot for a total of \$1,597.50 annually.

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

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

PROWERS COUNTY PUBLIC HEALTH & ENVIRONMENT



1001 South Main Street – Lamar, CO 81052
Phone: (719) 336-8721 – Fax: (719) 336-9763
www.prowerscounty.net

Rental Agreement

This constitutes an agreement made as of the 1st day of July 2023, between the Prowers County Board of Commissioners, CO, Prowers County Public Health & Environment (PCPHE), and Kiowa County Public Health.

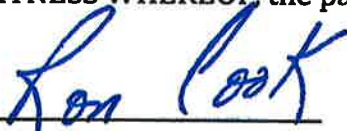
Witnesseth:

Prowers County Board of Commissioners hereby rents to IOG/Kiowa County Public Health the exclusive use of 1 office room in the Prowers County Annex Building located on the 2nd floor, for a total square footage of 225. This agreement also provides for janitorial services, building maintenance, and utilities (excluding telephone services).

1. **TERM:** This rent shall continue for a period of 12 months from July 1, 2023 until June 30, 2024, and shall continue on a month-to-month basis after that period, if this lease is not specifically renewed or canceled. Following the initial lease period, either party, without cause, upon 30 days' notice, may cancel the lease at any time.
2. **RENT:** IOG/Kiowa County Public Health agrees to pay as rent for the premises the sum of \$1,597.50 annually, which shall be paid on a monthly basis.
3. **ANALYSIS:** Based on the analysis of building expenses, the County has determined that the actual cost per square foot is \$7.10, 225 sq. ft, for a total of \$1,597.50 annually. This includes janitorial services, building maintenance, utilities, and grounds costs excluding telephone services) and maintenance department operating costs. Annual adjustments to rental fees will be made based upon level of program funding and by agreement with County Commissioners and Public Health Administrator.

This agreement is contingent upon continued program funding.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the date written above.


Chairman,
Prowers County Board of Commissioners


Meagan Hillman Director
Prowers County Public Health

ATTEST:


Jana Coen, Prowers County Clerk & Recorder

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7-11-2023

Submitter: Paula Gonzales, County Finance Director

Submitted to the County Administration Office on: 6-27-23

Return Originals to: Jana Coen & Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 6-27-2023 email poll approval for Payment of Bills and Voided Checks, if any, presented in the amount of \$864,840.89 with the Certification date of June 28, 2023.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$864,840.89 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **June 28, 2023**

#

COUNTY GENERAL FUND	A/P	PAYROLL	FRINGES
	\$ 33,434.00	309,087.33	83,231.09
ARPA FUND		-	-
FSA ACCOUNT	\$ -		
BOOKING FEES ACCOUNT	\$ -	-	
PUBLIC HEALTH AGENCY	\$ -	109,016.34	26,331.55
ROAD & BRIDGE FUND	\$ -	61,649.48	18,031.47
SALES & USE TAX FUND	\$ -		
CONSERVATION TRUST FUND	\$ -		
CAPITAL FUND	\$ -		
OTHER AGENCIES FUND	\$ -		
LODGING TAX FUND	\$ -	211.75	50.83
CRMC FUND	\$ -	100,473.66	30,883.59
OPC FUND	\$ -	69,009.41	23,430.39
Totals	\$ 33,434.00	\$ 649,447.97	\$ 181,958.92

DATE: June 28, 2023

DATE: June 28, 2023

DATE: June 28, 2023

DATE: June 28, 2023

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	864,840.89
AP + Fringes	\$	215,392.92
Total Pd Certification - Payroll	\$	215,392.92
Total Payroll + Fringes	\$	831,406.89

Ending Check No. 69531
Beginning Check No. 69515

Total Number of Checks:

1
17

STATE OF COLORADO }
 } SS:
COUNTY OF PROWERS }

Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01
69418-69471

0010

June 28, 2023

2023	\$	33,434.00
Payroll	\$	309,087.33
Fringes	\$	83,231.09

Total \$ 425,752.42

ARPA - 02

0018

2023	\$	-
Payroll		
Fringes		

Total \$ -

ROAD & BRIDGE FUND - 02

0020

2023	\$	-
Payroll	\$	61,649.48
Fringes	\$	18,031.47

Total \$ 79,680.95

FSA (Cafeteria) 552

0552

2023		

Total \$ -

Sheriff's Booking Fees

0675

Payroll		

Total \$ -

SALES & USE TAX FUND - 03

0900

2023		
------	--	--

Total \$ -

CONSERVATION TRUST FUND - 06

0130

2023		

Total \$ -

CAPITAL FUND - 07

0100

2023		

Total \$ -

OTHER AGENCIES FUND- 08

SECED 0011

Total \$ -

LODGING TAX - 09

0014

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

Total \$ 262.58

PUBLIC HEALTH AGENCY - 11

0676

2023	\$	-
Payroll	\$	109,016.34
Fringes	\$	26,331.55

Total \$ 135,347.89

CRMC

0016

2023	\$	-
Payroll	\$	100,473.66
Fringes	\$	30,883.59

Total \$ 131,357.25

IPC

0017

2023	\$	-
Payroll	\$	69,009.41
Fringes	\$	23,430.39

Total \$ 92,439.80


Paula Gonzales, Finance Director

GRAND TOTAL \$ 864,840.89

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01
69418-69471

0010

June 28, 2023

2023 \$ 33,434.00

Payroll \$ 309,087.33

Fringes \$ 83,231.09

Total \$ 425,752.42

ARPA - 02

0018

2023 \$ -

Payroll

Fringes

Total \$ -

ROAD & BRIDGE FUND - 02

0020

2023 \$ -

Payroll \$ 61,649.48

Fringes \$ 18,031.47

Total \$ 79,680.95

FSA (Cafeteria) 552

0552

2023

Total \$ -

Sheriff's Booking Fees

0675

Payroll

Total \$ -

SALES & USE TAX FUND - 03

0900

2023

Total \$ -

CONSERVATION TRUST FUND - 06

0130

2023

Total \$ -

CAPITAL FUND - 07

0100

2023

Total \$ -

OTHER AGENCIES FUND- 08

SECED 0011

Total \$ -

LODGING TAX - 09

0014

2023 \$ -

Payroll \$ 211.75

Fringes \$ 50.83

Total \$ 262.58

PUBLIC HEALTH AGENCY - 11

0676

2023 \$ -

Payroll \$ 109,016.34

Fringes \$ 26,331.55

Total \$ 135,347.89

CRMC

0016

2023 \$ -

Payroll \$ 100,473.66

Fringes \$ 30,883.59

Total \$ 131,357.25

PC

0017

2023 \$ -

Payroll \$ 69,009.41

Fringes \$ 23,430.39

Total \$ 92,439.80

Paula Gonzales, Finance Director

GRAND TOTAL \$ 864,840.89

Accounts Payable

To Be Paid Proof List

User: paula
 Printed: 06/26/2023 - 9:27AM
 Batch: 00106.06.2023



PROWERS COUNTY GOVERNMENT

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
Aflac AFL1	6/26/2023	914.08	0.00	06/26/2023					
01-00-215510 Health Insurance Premium	6/26/2023	1,714.83	0.00	06/26/2023	PR Batch 00001.06.2023 AFLAC After Tax	PR Batch 00001.06.2023 AFLAC After Tax		No	0
01-00-215510 Health Insurance Premium					PR Batch 00001.06.2023 AFLAC Before Tax	PR Batch 00001.06.2023 AFLAC Before Tax		No	0
Total:		2,628.91							
Aflac Total:		2,628.91							
CCOERA CRA1	6/26/2023	32,139.22	0.00	06/26/2023					
01-00-215300 CCOERA	6/26/2023	32,139.22	0.00	06/26/2023	PR Batch 00001.06.2023 Retirement	PR Batch 00001.06.2023 Retirement		No	0
01-00-215300 CCOERA	6/26/2023	6,375.35	0.00	06/26/2023	PR Batch 00001.06.2023 Retirement ER	PR Batch 00001.06.2023 Retirement ER		No	0
01-00-215300 CCOERA					PR Batch 00001.06.2023 Retirement Loan	PR Batch 00001.06.2023 Retirement Loan		No	0
Total:		70,653.79							
CCOERA Total:		70,653.79							
CCOERA CRA2	6/26/2023	118.22	0.00	06/26/2023					
01-00-215300 CCOERA					PR Batch 00001.06.2023 Voluntary CCOERA/Roth 457 AT	PR Batch 00001.06.2023 Voluntary CCOERA/Roth 457 AT%		No	0

AP-To Be Paid Proof List (06/26/2023 - 9:27 AM)

*** means this invoice number is a duplicate.

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
01-00-215300 CCOERA	6/26/2023	320.00	0.00	06/26/2023					0
				PR Batch 00001.06.2023 Voluntary CCOERA/Roth 457 AT		PR Batch 00001.06.2023 Voluntary CCOERA/Roth 457 AT		No	0
01-00-215300 CCOERA	6/26/2023	250.00	0.00	06/26/2023					0
				PR Batch 00001.06.2023 Voluntary CCOERA/Deferred		PR Batch 00001.06.2023 Voluntary CCOERA/Deferred		No	0
01-00-215300 CCOERA	6/26/2023	368.24	0.00	06/26/2023					0
				PR Batch 00001.06.2023 Voluntary CCOERA/Deferred %		PR Batch 00001.06.2023 Voluntary CCOERA/Deferred %		No	0
Total:		1,056.46							
CCOERA Total:		1,056.46							
Colonial Life & Accident Ins Co. CLN1									
01-00-215510 Health Insurance Premium	6/26/2023	466.83	0.00	06/26/2023					0
				PR Batch 00001.06.2023 Colonial After Tax		PR Batch 00001.06.2023 Colonial After Tax		No	0
01-00-216000 Colonial Insurance	6/26/2023	313.76	0.00	06/26/2023					0
				PR Batch 00001.06.2023 Colonial Pre-Tax		PR Batch 00001.06.2023 Colonial Pre-Tax		No	0
Total:		780.59							
Colonial Life & Accident I		780.59							
Continental American Insurance Company CAI1									
01-00-215510 Health Insurance Premium	6/26/2023	453.35	0.00	06/26/2023					0
				PR Batch 00001.06.2023 Critical After Tax		PR Batch 00001.06.2023 Critical After Tax		No	0
01-00-215510 Health Insurance Premium	6/26/2023	697.85	0.00	06/26/2023					0
				PR Batch 00001.06.2023 Accident Pre-Tax		PR Batch 00001.06.2023 Accident Pre-Tax		No	0
01-00-215510 Health Insurance Premium	6/26/2023	67.89	0.00	06/26/2023					0
				PR Batch 00001.06.2023 Hospital Indem.Pre-Tax		PR Batch 00001.06.2023 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 Description	Task Label	Type Reference	PO #	Close PO	Line #
CHP1									
01-00-215900 Dental Insurance	6/26/2023	4,103.95	0.00	06/26/2023				No	0
	6/26/2023	95,454.00	0.00	PR Batch 00001.06.2023 Dental Insurance		PR Batch 00001.06.2023 Dental Insurance		No	0
01-00-215510 Health Insurance Premium	6/26/2023	1,142.64	0.00	06/26/2023				No	0
	6/26/2023	919.70	0.00	PR Batch 00001.06.2023 Health Insurance-Employer		PR Batch 00001.06.2023 Health Insurance-Employer		No	0
01-00-215700 County Share Life Ins	6/26/2023	34.96	0.00	06/26/2023				No	0
	6/26/2023	888.85	0.00	PR Batch 00001.06.2023 Life Insurance		PR Batch 00001.06.2023 Life Insurance		No	0
01-00-215400 Vision	6/26/2023	325.80	0.00	06/26/2023				No	0
	6/26/2023	9,135.00	0.00	PR Batch 00001.06.2023 Vision Emp.ER		PR Batch 00001.06.2023 Vision Emp.ER		No	0
01-00-215700 County Share Life Ins	6/26/2023	95.20	0.00	06/26/2023				No	0
	6/26/2023	637.45	0.00	PR Batch 00001.06.2023 Dependent Life		PR Batch 00001.06.2023 Dependent Life		No	0
01-00-215700 County Share Life Ins	6/26/2023	900.55	0.00	06/26/2023				No	0
	6/26/2023	113,638.10	0.00	PR Batch 00001.06.2023 Supp Life Emp.		PR Batch 00001.06.2023 Supp Life Emp.		No	0
01-00-215400 Vision	6/26/2023	113,638.10	0.00	06/26/2023				No	0
	6/26/2023	95.20	0.00	PR Batch 00001.06.2023 Vision EmpEE.		PR Batch 00001.06.2023 Vision EmpEE.		No	0
01-00-215510 Health Insurance Premium	6/26/2023	637.45	0.00	06/26/2023				No	0
	6/26/2023	900.55	0.00	PR Batch 00001.06.2023 Health Insurance - Employee		PR Batch 00001.06.2023 Health Insurance - Employee		No	0
01-00-215700 County Share Life Ins	6/26/2023	900.55	0.00	06/26/2023				No	0
	6/26/2023	113,638.10	0.00	PR Batch 00001.06.2023 Supp Life Spouse		PR Batch 00001.06.2023 Supp Life Spouse		No	0
01-00-215510 Health Insurance Premium	6/26/2023	3,413.08	0.00	06/26/2023				No	0
	6/26/2023	3,413.08	0.00	PR Batch 00001.06.2023 Health Ins Employee Part Time		PR Batch 00001.06.2023 Health Ins Employee Part Time		No	0
01-00-215510 Health Insurance Premium	6/26/2023	3,413.08	0.00	06/26/2023				No	0
	6/26/2023	3,413.08	0.00	PR Batch 00001.06.2023 Hlth Ins.- Employer for PT Emp		PR Batch 00001.06.2023 Hlth Ins.- Employer for PT Emp		No	0
Total:		113,638.10							
County Health Pool Total:		113,638.10							
Family Support Registry FSR1									
01-00-216600 Garnishments	6/26/2023	3,413.08	0.00	06/26/2023				No	0
	6/26/2023	3,413.08	0.00	PR Batch 00001.06.2023 Child Support		PR Batch 00001.06.2023 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									
01-00-216900 Next Step - Fidelity	6/26/2023	15.57	0.00	06/26/2023	PR Batch 00001.06.2023 Fidelity Security Supp.	PR Batch 00001.06.2023 Fidelity Security Supp.		No	0
Total:		15.57							
Fidelity Security Life Insur		15.57							
Frontier Bank FNB2									
01-00-215000 Fed W/H	6/26/2023	38,951.98	0.00	06/26/2023	PR Batch 00001.06.2023 Federal Income Tax	PR Batch 00001.06.2023 Federal Income Tax		No	0
01-00-215100 FICA W/H	6/26/2023	39,033.70	0.00	06/26/2023	PR Batch 00001.06.2023 FICA Employee Portion	PR Batch 00001.06.2023 FICA Employee Portion		No	0
01-00-215100 FICA W/H	6/26/2023	39,033.70	0.00	06/26/2023	PR Batch 00001.06.2023 FICA Employee Portion	PR Batch 00001.06.2023 FICA Employee Portion		No	0
01-00-215100 FICA W/H	6/26/2023	9,128.85	0.00	06/26/2023	PR Batch 00001.06.2023 Medicare Employee Portion	PR Batch 00001.06.2023 Medicare Employee Portion		No	0
01-00-215100 FICA W/H	6/26/2023	9,128.85	0.00	06/26/2023	PR Batch 00001.06.2023 Medicare Employee Portion	PR Batch 00001.06.2023 Medicare Employee Portion		No	0
01-00-215200 State W/H	6/26/2023	22,087.00	0.00	06/26/2023	PR Batch 00001.06.2023 State Income Tax	PR Batch 00001.06.2023 State Income Tax		No	0
Total:		157,364.08							
Frontier Bank Total:		157,364.08							
LegalShield LEGI									
01-00-216800 Legal Shield	6/26/2023	328.95	0.00	06/26/2023	PR Batch 00001.06.2023 Legal Aid	PR Batch 00001.06.2023 Legal Aid		No	0
Total:		328.95							
LegalShield Total:		328.95							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
MASA Global Building MTSI	6/26/2023	980.00	0.00	06/26/2023					
01-00-216850 MASA				PR Batch 00001.06.2023 Medical Transport		PR Batch 00001.06.2023 Medical Transport		No	0
Total:		980.00							
MASA Global Building To		980.00							
Nationwide Retirement Solutions NCAI	6/26/2023	170.00	0.00	06/26/2023					
01-00-215800 PEBSCO				PR Batch 00001.06.2023 Nationwide Retirement		PR Batch 00001.06.2023 Nationwide Retirement		No	0
Total:		170.00							
Nationwide Retirement Sol		170.00							
Prowers Co Treasurer PRC5	6/26/2023	1,029.00	0.00	06/26/2023					
01-00-215500 Health Insurance-FSA				PR Batch 00001.06.2023 FSA Medical		PR Batch 00001.06.2023 FSA Medical		No	0
Total:		1,029.00							
Prowers Co Treasurer Tota		1,029.00							
Washington National Insurance Company WNII	6/26/2023	39.50	0.00	06/26/2023					
01-00-215600 Washington National				PR Batch 00001.06.2023 Washington Nat'l Insurance		PR Batch 00001.06.2023 Washington Nat'l Insurance		No	0
Total:		39.50							

AP-To Be Paid Proof List (06/26/2023 - 9:27 AM)

*** means this invoice number is a duplicate.

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
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Washington National Insur	39.50
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Report Total:	353,317.12
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PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7-11-2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 6-19-23

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 Lease Agreement between Prowers County Board of Commissioners and Prowers County Department of Human Services from January 1, 2023 until December 31, 2023 for Welcome Home Child and Family Development Center in the amount of \$22,321.30 and authorizing Lanie Meyers-Mireles, Department of Human Services Director to execute the document.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

LEASE

This constitutes a lease made as of this day the 28th day of June, 2023 between the Prowers County Board of Commissioners, CO, Lessor, and Department of Human Services by the Director, Lessee.

Witnesseth:

Lessor hereby leases to the Lessee, the exclusive use of the Welcome Home Childcare Center located at 607 Savage Ave., Lamar, CO 81052. In addition this lease provides for the joint or shared use of the following:

1. Annex Mezzanine Meeting Room. The use of this room for Welcome Home Center business meetings must be scheduled two weeks in advance.
2. Mail room. A single box for Lessee mail delivered to this address shall be established in Room 157, the designated mail room.
3. Regular building maintenance labor.

TERM. This lease shall continue for a period of 12 months from January 1, 2023 until December 31, 2023 and shall continue on month to month basis after that period, if this lease is not specifically renewed or cancelled. Following the initial lease period, either party, without cause, upon 30 days notice, may cancel the lease at any time.

RENT. Lessee agrees to pay for the use of the premises in the sum of \$22,321.30 annually (\$20,928.26 calculation of annual use charge based on 50 years and \$1,393.04 in maintenance costs in 2022), which shall be paid quarterly at the rate of \$5,580.33 contingent upon available funding with the full sum being paid no later than December 31, 2023. Subsequent payments shall be adjusted each year based upon the actual costs of maintenance and repairs as reported by the Prowers County Building and Maintenance Department less the items outlined as "regular building maintenance and labor" in the attached Maintenance Agreement signed April 2, 2014.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as the date written above.

Ron Cook, Chairman
Prowers County Board of Commissioners

Lanie Meyers-Mireles, Director
Department of Human Services

ATTEST:

Jana Coen, Prowers County Clerk

Welcome Home Center

Maintenance Agreement

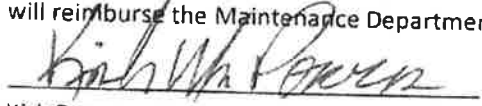
As outlined in the Lease agreement between Prowers County Board of Commissioners (Lessor) and Prowers County Department of Human Services (Lessee) dated December 12, 2013, Lessor hereby leases to the Lessee, the exclusive use of the Welcome Home Childcare Center located at 607 Savage Ave., Lamar, CO 81052. In addition this lease provides for the joint or shared use of the following:

1. Annex Mezzanine Meeting Room. The use of this room for Welcome Home Center business meetings must be scheduled two weeks in advance.
2. Mail room. A single box for Lessee mail delivered to this address shall be established in Room 157, the designated mail room.
3. **Regular building maintenance labor.**

Upon the agreement of the Prowers County Maintenance Operations Manager, Kirk Powers, and Prowers County Department of Human Services Director, Lanie Meyers-Mireles, the following items shall be included in the "regular building maintenance labor" at the cost of the Maintenance Department:

- 1) Fire alarm and sprinkler inspection and maintenance, kitchen suppression system, fire extinguisher inspection and maintenance
- 2) Pumping of the grease trap
- 3) All plumbing matters
- 4) All items related to HVAC
- 5) Snow Removal
- 6) Weed & Sticker Removal
- 7) Any exterior repair to the building, parking area, lights
- 8) Painting interior walls [exception: 3 OJC classrooms]
- 9) Water Softener
- 10) Hot Water Heater
- 11) Flooring (repairing, replacing, shampooing) [exceptions: 3 OJC classrooms]
- 12) Windows, Doors, Entryways
- 13) Lawn & Yard Maintenance
- 14) Pest Control
- 15) Wooden Toy Repair (only if time permits)

Upon receipt of invoices related to work orders, PCDHS will bill OJC for their portion of the cost. PCDHS will reimburse the Maintenance Department for the portion paid by OJC.


Kirk Powers, Operations Manager

09.02.14
Date


Lanie Meyers-Mireles, Director PCDHS

4/2/14
Date

WHC Rent Calculation

Purchase & Upgrade Costs	Annual	Quarterly
Construction Costs		
<i>Building Permit and Utility Hookups</i>	\$ 27,047.00	
<i>Construction Costs</i>	\$ 896,131.00	
<i>Security System and Web Access</i>	\$ 15,000.00	
<i>Facility Upgrades - Parking Lot</i>	\$ 98,235.00	
<i>Cabinets & Built-ins</i>	\$ 10,000.00	
<i>Total Cost</i>	<u>\$ 1,046,413.00</u>	
Calculation of Annual Use Charge based on 50 years	\$ 20,928.26	\$ 5,232.07
2022 Building Maintenance WHC total *	<u>\$ 1,393.04</u>	<u>\$ 348.26</u>
	\$ 22,321.30	\$ 5,580.33

* Expenses above the Maintenance Agreement

General Ledger

Detailed Trial Balance

User: paula
Printed: 05/12/2023 - 8:40 AM
Period: 01 to 12, 2022

PROWERS COUNTY GOVERNMENT

Account Number	Description			
01	County General Fund			
EXPENSE				
01-11	Building Maintenance			
01-11-429810	Welcome Home Center Maint			
1/25/2022	AP 1 5 ACA2 - A Cut Above Pest Control LLC			Ck# 656
2/8/2022	AP 2 2 PAM1 - Parker Mechanical			Ck# 658
4/14/2022	AP 4 4 GNB1 - GNBank			Ck# 662
4/14/2022	AP 4 5 PAM1 - Parker Mechanical			Ck# 662
4/14/2022	AP 4 5 NSE1 - Nebraska Safety and Fire Equipment, Inc			Ck# 662
4/26/2022	AP 4 9 PROTEC - Protec Exhaust Cleaning Service			Ck# 663
4/26/2022	AP 4 9 ACA2 - A Cut Above Pest Control LLC			Ck# 663
4/26/2022	AP 4 9 LAN1 - LawnCo			Ck# 663
6/7/2022	AP 6 1 HST2 - Home Store LLC			Ck# 666
6/21/2022	AP 6 4 GNB1 - GNBank			Ck# 666
6/21/2022	AP 6 6 RSC1 - Ranchers Supply of Lamar, LLC			Ck# 667
6/21/2022	AP 6 6 AIR1 - A-1 Rental & Sales			Ck# 666
6/21/2022	AP 6 6 PAM1 - Parker Mechanical			Ck# 667
7/20/2022	AP 7 7 AIR1 - A-1 Rental & Sales			Ck# 668
8/9/2022	AP 8 1 ACA2 - A Cut Above Pest Control LLC			Ck# 670
8/9/2022	AP 8 1 ALS1 - Art's Lock Service			Ck# 670
8/15/2022	AP 8 3 AIR1 - A-1 Rental & Sales			Ck# 671
9/15/2022	AP 9 5 ELE1 - Electra Pro LLC			Ck# 673
9/15/2022	AP 9 5 PAM1 - Parker Mechanical			Ck# 673
10/11/2022	AP 10 1 PAM1 - Parker Mechanical			Ck# 675
10/11/2022	AP 10 1 NSE1 - Nebraska Safety and Fire Equipment, Inc			Ck# 675
10/20/2022	AP 10 4 NSE1 - Nebraska Safety and Fire Equipment, Inc			Ck# 676
11/10/2022	AP 11 1 ACA2 - A Cut Above Pest Control LLC			Ck# 677
11/10/2022	AP 11 1 PROTEC - Protec Exhaust Cleaning Service			Ck# 677
12/8/2022	AP 12 1 HST2 - Home Store LLC			Ck# 679
12/22/2022	AP 12 7 LOSEY - Randy Losey			Ck# 680

01-11-429810 Totals:

Var: 649.0



	Budget	Debit This Period	
	10,000.00		
29		140.00	Pest Control
06		190.89	HVAC
32		10.74	Walmart - Dryer Vent
94		1050.77	Water Heaters
92		1191.00	Fire Suppression
68		350.00	Exhaust System
32		140.00	Pest Control
59		300.00	Weed Control
24		26.46	Plumbing Repair
66		517.40	Home Depot - Storage Shed
71		11.05	Flat Iron
68		300.00	Pump Grease Trap
60		1053.42	HVAC / Water Heaters
80		300.00	Pump Septic Tank
70		140.00	Pest Control
74		35.00	Locksmith
80		300.00	
69		50.02	Electrical Parts
95		129.88	A/C
		78.83	Freezer
45		335.49	HVAC
43		130.00	Fire Suppression System
22		440.00	Fire Suppression System
05		140.00	Pest Control
83		375.00	Exhaust System
48		49.99	Door Handle
92		150.00	Backflow Test
24	10,000.00	7,935.94	

1393.04

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7-11-2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 6-19-23

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 Annex Lease Agreement between Prowers County Board of Commissioners and Prowers County Department of Human Services from January 1, 2023 until December 31, 2023 in the amount of \$64,755.00 and authorizing Lanie Meyers-Mircles, Department of Human Services Director to execute the document.

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

LEASE

This constitutes a lease made as of this day the 28st day of June, 2023, Between the Prowers County Board of Commissioners, CO, Leaser, and Department of Human Services by the Director, Lessee.

Witnesseth:

Leaser hereby leases to the Lessee, from January 1, 2023 through December 31, 2023 the exclusive use of 27,625 Square Feet of the Prowers County Annex Building located at 1001 South Main Street Lamar, CO 81052.

In addition, this lease provides for the joint or shared use of the following from January 1, 2023 through December 31, 2023:

1. Annex Mezzanine, Computer Lab Meeting Rooms. The use of these Meeting Rooms for Department of Human Services business meetings should be scheduled two weeks in advance.
2. Mail room. Mail boxes for Lessee mail delivered to this address shall be established in Room 157, the designated mail room.
3. Regular building maintenance and custodial labor and materials.

TERM, This lease shall continue for a period of 12 months from January 1, 2023 until December 31, 2023 and shall continue on month to month basis after that period if this lease is not specifically renewed or cancelled. Following the initial lease period, either party, without cause, upon 30 days notice may cancel the lease at any time.

RENT, Lessee agrees to pay for the use of the premises the sum of \$64,755.00 annually, which shall be paid quarterly, contingent on available funding, at a fixed rate of \$16,188.75.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as the date written above.

Ron Cook, Chairman
Prowers County Board of Commissioners

Lanie Meyers-Mireles, Director
Director, Department of Human Services

ATTEST:

Jana Coen, Prowers County Clerk

PROWERS COUNTY DHS ANNEX RENT CALCULATION

PURCHASE & UPGRADE COSTS	
PURCHASE PRICE 4-10-1978	\$100,000.00
RENOVATIONS 1978-1979	\$60,311.75
RENOVATIONS 1994	\$22,889.00
RENOVATIONS 1995	\$29,160.00
RENOVATIONS 1996	\$43,008.44
NEW ROOF 1996	\$94,636.80
FIRE RESTORATION	\$1,383,568.00
BUILDING ADDITION	\$431,233.00
PARKING UPGRADES	\$65,772.00
BUILDING UPGRADES	\$40,703.25
2008 BUILDING UPGRADES	\$9,973.00
TOTAL PURCHASE & UPGRADE COSTS	<u>\$2,281,255.24</u>
ANNUAL	
CALCULATION OF ANNUAL USE CHARGE (50-YR LIFE)	\$45,625
ADD: Maint/Repairs/Elev/Custodial Supplies (See <i>Maint</i> Tab)	\$27,021
ADD: Utilities (See <i>Utilities</i> Tab)	\$75,794
ADD: Oper Exp (See <i>Operating</i> Tab)	\$211,096
Depreciation (See <i>Depr</i> Tab)	\$3,122
TOTAL COST-ANNEX BUILDING	<u>\$362,658</u>
TOTAL SQUARE FOOTAGE-ANNEX BUILDING	51087
TOTAL DHS SQUARE FOOTAGE	27625
*% USED BY DHS	54.07%
DHS ALLOWABLE RENT* (@ 52.42% USED BY DHS)	\$196,105
ACTUAL RENT PAID BY DHS IN CALCULATION YEAR \$	64,755
DIFFERENCE (COUNTY SHARE-GOES TOWARD COST ALLOCATION)	<u>\$131,350</u>
ANNEX RENT PER SQUARE FOOT \$	7.10

Account	Total per GL	Category
Total Maint Contracts per GL	\$ 29,297.92	Maint/Repairs/Elevator/Custodial Supplies
Total Tools/Equipment/Custodial Supplies	\$ 37,037.94	Maint/Repairs/Elevator/Custodial Supplies
Total	\$ 66,335.86	

County Maintenance & Custodial Supplies	\$	66,335.86	
Divided by: Total County Sq. Footage of Improvements		125,416	
\$ Per Sq. Foot	\$	0.53	
			\$ 0.53 SF
Total Annex Sq. Ft.		51,087	\$ 27,021
Total DHS Sq. Ft.		27,625	\$ 14,612
% Annex Used by DHS		54.07%	

Account	Total per Trial Balance	Total per GL	Category
Annex Utilities	\$ 76,237.62	\$ -	Utilities
Total Utilities per GL	\$ -	\$ 184,979.73	Utilities
Total	\$ 76,237.62	\$ 184,979.73	

County Utilities per GL	\$ 184,980		
Divided by: Total County Sq. Footage of Improvements	125,416		
\$ Per Sq. Foot	\$ 1.47		

Annex Utilities	\$ 76,238		
Divided by: Total Annex Sq. Footage	51,087		
\$ Per Sq. Foot	\$ 1.49		

Avg. \$/SF-Utilities	\$ 1.48		
Total Annex Sq. Ft.	51,087	@ \$ 1.48 SF	
Total DHS Sq. Ft.	27,625	\$ 75,794	
% Annex Used by DHS	54.07%	\$ 40,985	

Account	Total per GL	Category
Maintenance & Facilities Director	\$ 57,614.88	Operating
Building Supervisor	\$ 40,330.44	Operating
Staff Salary	\$ 196,120.12	Operating
Staff Overtime	\$ 2,218.94	Operating
Staff Benefits	\$ 98,007.80	Operating
Phones	\$ 7,233.06	Operating
Vehicle Ins.	\$ 3,113.00	Operating
Work Comp/Unempl Insur	\$ 9,480.40	Operating
Annex Gen Maint	\$ 77,849.64	Operating
Office Expense	\$ 301.30	Operating
Veh/Equip Maint/Fuel	\$ 16,393.20	Operating
Employee Uniform Expense	\$ 7,730.14	Operating
Capital Outlay	\$ -	Operating
Misc	\$ 1,836.98	Operating
Total	\$ 518,229.90	

County Operating Expenses per GL (Excluding
Disallowable Expenses) \$ 518,230
Subtotal \$ 518,230

Divided by: Total County Sq. Footage of Improvements 125,416
\$ Per Sq. Foot \$ 4.13

Total Annex Sq. Ft. 51,087 @ \$ 4.13 SF
Total DHS Sq. Ft. 27,625 \$ 211,096
% Annex Used by DHS 54.07% \$ 114,149

Capital Outlay Annex Building

Dec 31, 2020

		2017 Initial cost	\$62,445
		Description	New Roof
Annual depreciation		Useful life (years)	20
Years	Straight-Line	Depreciation Year	
1	\$3,122	2018	
2	\$3,122	2019	
3	\$3,122	2020	
4	\$3,122	2021	
5	\$3,122	2022	
6	\$3,122	2023	
7	\$3,122	2024	
8	\$3,122	2025	
9	\$3,122	2026	
10	\$3,122	2027	
11	\$3,122	2028	
12	\$3,122	2029	
13	\$3,122	2030	
14	\$3,122	2031	
15	\$3,122	2032	
16	\$3,122	2033	
17	\$3,122	2034	
18	\$3,122	2035	
19	\$3,122	2036	
20	\$3,122	2037	
Total		\$62,445	

General Ledger

Monthly Revenue vs Expense

User: janet

Printed: 3/12/2021 1:52:41 PM

Period 01 - 12

Fiscal Year 2020

Account Number	Description	YTD
11	Building Maintenance	
01-11-376200	Rent - Annex Building DHS	\$ 64,755.00
01-11-376210	Rent - Annex Building PHA	\$ 57,560.00
01-11-376220	Rent - Annex Building ARCA	\$ 600.00
01-11-376230	Rent - Annex Building H3C	\$ 8,522.52
01-11-376240	Rent - Annex Bldg. Kiowa IOG	\$ 1,208.93
01-11-376300	Rent/Maint - DA Johnson Bldg	\$ 16,500.00
01-11-376400	Fairgrounds Rent	\$ 29,360.50
01-11-376410	Fairground Rental Deposits	\$ 2,630.00
01-11-376420	Fairgrounds RV Hook ups	\$ 8,475.00
01-11-376800	Rent - Welcome Home Center	\$ 23,009.68
01-11-399300	Sale of Assets	\$ -
01-11-399500	Revenue Other Sources	\$ 167.20
	Revenue	\$ 212,788.83
01-11-410280	Maintenance & Facilities Director	\$ 37,614.88
01-11-411100	Building Supervisor	\$ 40,235.14
01-11-411200	Salary - Permanent	\$ 196,121.12
01-11-412000	Salary - Overtime	\$ 3,118.58
01-11-415100	FICA	\$ 2,834.84
01-11-415400	Vision Insurance Premium	\$ 530.40
01-11-415500	Health Insurance Premium	\$ 59,683.09
01-11-415600	Retirement - County Share	\$ 1,581,476.14
01-11-415700	Group Life Insurance Premium	\$ 500.00
01-11-415900	Unemployment Insurance	\$ 592.02
01-11-420100	Telephone & Elevator Phones	\$ 7,233.04
01-11-420300	Vehicle Insurance	\$ 3,153.09
01-11-420400	Worker Compensation	\$ 2,887.38
01-11-420600	Prof Services - CH Upgrades	\$ 1,015.50
01-11-421500	Maintenance Contracts	\$ 29,297.92
01-11-421600	Utilities	\$ 184,979.73
01-11-421700	Miscellaneous	\$ 1,856.68
01-11-425210	Lodging Tax on FG RV Hookups	\$ -
01-11-429100	Courthouse Maintenance	\$ 40,525.93
01-11-429200	Annex Building Maintenance	\$ 75,819.11
01-11-429300	Fairgrounds Maintenance	\$ 30,976.98
01-11-429310	Fairgrounds Rent Deposit Reimb	\$ 7,000.00
01-11-429400	Johnson Building Maint - DA	\$ 832.11
01-11-429500	Holly Senior Center	\$ -
01-11-429810	Welcome Home Center Maint	\$ 7,935.94
01-11-429820	Journey Bldg Maint	\$ -
01-11-429830	Museum Maint	\$ 5,678.48
01-11-430200	Operating Supplies	\$ 2,499.40
01-11-430500	Professional Services	\$ 900.00
01-11-430510	Office Supplies	\$ 125.00
01-11-430520	Advertising	\$ 6,749.00
01-11-430900	Vehicle Maintenance/Fuel	\$ 10,345.20
01-11-437200	Employee Uniform Expense	\$ 2,210.15
01-11-437900	Tools & Equipment	\$ 3,956.06
01-11-438000	Custodial Supplies	\$ 30,582.48
01-11-450100	Capital Outlay	\$ -
01-11-454700	Vehicle Purchase	\$ -
		\$ 862,554.93

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 07/11/2023

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 07/03/2023

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 0

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of Minor Subdivision application by 25-7 Media, Inc., in Indian Claim #26 in Section 19, Township 22 West, Range 46 South, 6th P.M. The request is to subdivide the property into two tracts. The Property is located in a C-2 Commercial Highway Zoning District. This will be a First Subdivision. The Planning Commission approved to forward the application to the BOCC with recommendations for consideration of approval on June 28, 2023.

Justification or Background:

25-7, Inc., would like to subdivide property into two tracts. Approximately two acres will be sold to Riverside Communications,

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

County: \$ 350.00 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!

MINOR SUBDIVISION APPLICATION

Please Attach "Letter of Request" to this Application
PLEASE READ NOTE AND SIGN BELOW:

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

Date: 5/10/2023

Robert H DeLancey
Applicant's Representative's Signature

✓ Tax parcel number of property (County Assessor's Records) 900034390 + 500034400

Is there a Deed of Conservation Easement Attached to this property? Yes ☒ No ☐
If YES, attach copy

1. Please list the name, address, and telephone number of the following (some may not be applicable):

- Applicant(s) 25-7 Media, Inc.

Address: 7350 US Highway 50, Lamar, CO 81052

Telephone Number: 719-336-8734 Email: bob@krag.com

- Property Owner(s): Robert H. DeLancey

Address: 7 Forrest St Lamar, CO 81052

Telephone Number: 719-336-8734 Email: bob@krag.com

- Applicant's Representative:

Address: _____

Telephone Number: _____ Email: _____

- Address of Property: 7350 US Highway 50, Lamar, CO 81052

✓ 2. Zone District: Commercial Highway

✓ 3. Legal description of the property (if lengthy, please attach): Refer to deed

4. Please list any previous applications (e.g., map amendments, zoning variances, special use permits, subdivision variances) in connection with this property: _____

Proposed Use of Land Radio Antennae/ Equipment & Commercial Property

Proposed Water Source May Valley Water

Proposed Means of Sewage Disposal North Lamar Sanitation

Proposed Road Access U.S. Hwy 50

Proposed Lot Size Approximately 17 acres

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

Prowers County Planning Commission, Chair

Dated this _____ day of _____, 20__

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

Prowers County Board of County Commissioners, Chair

Dated this _____ day of _____, 20__

Minor Subdivision Application Checklist

4/18/23

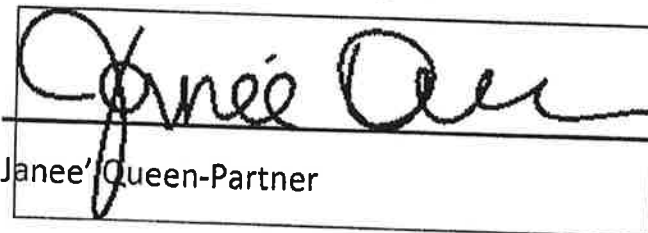
- 25-7 Media, Inc-Robert H DeLancey (83%) and Janee' Queen (17%), Partners
- 7350 US Highway 50, Lamar, CO. 81052-Zoning (Commercial Highway)
- Request for Minor Subdivision is due to the sale of 2 acres to Riverside Communications.
- There should be very little impact to the adjoining Riverside Communications and 25-7 Media, Inc. property. Access to and from the properties has not changed.
- The KLMR building will be demolished. The Riverside Communications Tower is the same tower 25-7 Media, Inc owned and access has not changed.
- The KLMR stand-alone tower will be demolished.



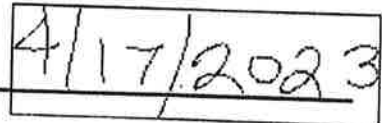
Robert H DeLancey-Managing Partner



Date:



Janee' Queen-Partner



Date:

546138

REC # 546138 05/15/2018 11:20:01 AM
LD Page: 1 of 3 R:23.00 D:22.50
Prowers County, CO

AFTER RECORDING RETURN TO:
25-7 Media, Inc.
7 Forrest Street
Lamar, CO 81052

SPECIAL WARRANTY DEED

CCR-LAMAR III, LLC, a Delaware limited liability company ("Grantor"), whose address is c/o Cherry Creek Media, 7400 East Orchard Road, Suite 2800, Greenwood Village, Colorado 80111, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby confessed and acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto 25-7 MEDIA, INC., a Colorado corporation ("Grantee"), whose address is 7 Forrest Street, Lamar, Colorado 81052, all that certain real property situate, lying and being in the County of Prowers, State of Colorado, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, with all its appurtenances, and warrants the title against all persons claiming under Grantor, subject only to those matters set forth on Exhibit B attached hereto and incorporated herein by this reference.

Dated effective the 9th day of May, 2018.

CCR-LAMAR III, LLC,
a Delaware limited liability company

STATE DOCUMENTARY FEE

Date MAY 15 2018

\$ 22.50

By: Michael F. Mangan
Michael F. Mangan, Chief Financial Officer

STATE OF Connecticut)
COUNTY OF Fairfield) ss. Fairfield

The foregoing instrument was acknowledged before me this 9th day of May 2018, by Michael F. Mangan, as Chief Financial Officer of CCR-LAMAR III, LLC, a Delaware limited liability company.

Witness my hand and official seal.



Soledad Aliaga
Notary Public
My commission expires: 10/31/2018

Doc Fee \$22.50

**EXHIBIT A
TO
SPECIAL WARRANTY DEED**

Legal Description

A TRACT OF LAND IN INDIAN CLAIM NO. 26 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 2,767.6 FEET SOUTH 64°15' WEST OF THE NORTHEAST CORNER OF INDIAN CLAIM NUMBER 26 IN SECTION 19, TOWNSHIP 22 SOUTH, RANGE 46 WEST OF THE SIXTH PRINCIPAL MERIDIAN; THENCE SOUTH 81°50' WEST A DISTANCE OF 575.9 FEET TO A POINT; THENCE SOUTH 72°44' WEST A DISTANCE OF 880.0 FEET TO A POINT; THENCE NORTH 692.32 FEET TO A POINT; THENCE NORTH 78°15' EAST A DISTANCE OF 544.69 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG AN ARC, ON THE LEFT OF ITS CHORD WHICH BEARS SOUTH 62°09' EAST 1,076.4 FEET, RADIUS OF SAID ARC BEING 778.5 FEET, LENGTH OF SAID CHORD BEING 992.63 FEET, CENTRAL ANGLE OF SAID 1,076.4 FEET ARC BEING 79°13' TO THE POINT OF BEGINNING, EXCEPT A TRACT DEEDED TO THE DEPARTMENT OF HIGHWAYS IN DEED RECORDED IN BOOK 469, AT PAGE 287 AND EXCEPT TRACT DEEDED TO THE DEPARTMENT OF HIGHWAYS IN DEED RECORDED IN BOOK 523, AT PAGE 905, COUNTY OF PROWERS, STATE OF COLORADO.

ADDRESS: 7350 U.S. HIGHWAY 50

**EXHIBIT B
TO
SPECIAL WARRANTY DEED**

Recorded Exceptions

1. All taxes and assessments for the year 2018, and subsequent years.
2. Existing leases and tenancies.
3. Quitclaim Deed from KLMR INC., a Colorado Corporation to May Valley Water Association, dated November 8, 1977 and recorded November 8, 1977, in Book 522, Page 798, for the purpose of a perpetual right-of-way for a pipeline for transportation of water over, across and through Section 19, Township 22 South, Ranch 46 West of the Sixth Principal Meridian.

25-7 Media, Inc. Minor Subdivision



May Valley Water

MA mayvalleywaterassn@hotmail.com
Tue, 25 Apr 2023 12:09:42 PM -0600
To "bob@kvay.com" <bob@kvay.com>

Water

May Valley Water Association

P. O. Box 310
Wiley, CO 81092-0310

Office Hours
Monday - Thursday
8:00 - 12:00
1:00 - 5:00
(719) 829-4571

ACCOUNT #	CUSTOMER NAME	RATE	TELEPHONE NUMBER	SERVICE ADDRESS
524	25-7 MEDIA	1	336-2206	7350 HWY. 50
Service				
From	To	Number Days	Date	Meter Readings
03/14/2023	04/13/2023	31	04/13/2023	Previous 1001 Current 1003
Water				Usage In 1000 2
COMPARISONS	Days of Service	Total Usage	Due by 05/10/2023	CHARGES
Current Billing Period	31	2		47.00
Previous Billing Period	28	N/A		47.00
Same Period Last Year	29	2		
			Meter# 71693431	Rate: 3/4" Meter

You can email us at:
mayvalleywaterassn@hotmail.com
Pay your bill online at:
www.mayvalleywater.com

Please make payment payable to: May Valley Water

Last Payment received was \$47.00 on 04/13/2023

**** Notes ****

**** Billed To ****

25-7 MEDIA
PO BOX 890
LAMAR, CO 81052

Pay your bill online at:
www.mayvalleywater.com

North Lamar Sanitation District

P.O. Box 1771

Lamar, CO 81052-1771

719-336-8789 Billing

Statement

DATE

11/30/2022

TO:

25-7 MEDIA
P O BOX 890
7350 US Hwy 50
LAMAR, CO 81052

TERMS

10th Following

AMOUNT DUE

\$70.00

DATE	TRANSACTION				AMOUNT	BALANCE
10/31/2022	Balance forward					100.00
11/15/2022	PMT #15401.				-100.00	0.00
11/30/2022	INV #98-21703.				70.00	70.00
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE	
70.00	0.00	0.00	0.00	0.00	\$70.00	

25-7 MEDIA, INC. MINOR SUBDIVISION PLANNING COMMISSION RECOMMENDATIONS

Date of Public Hearing: June 28, 2023

Applicant: 25-7 Media, Inc.

Request: Review of a request by 25-7 Media, Inc., for a Minor Subdivision in the NE ¼ of Indian Claim No. 26, Section.19, Township 22, Range 46. The request is to subdivide the property into two (2) tracts, approximately two (2) acres to be sold to Riverside Communications, the remaining approximately fourteen (14) acres will be retained by 25-7 Media, Inc. The property is located in an C-2 Commercial Highway zoning district.

1. The application was complete, with all requested attachments.
2. Written Notice Mailed (Minimum 15 Days): June 7, 2023
3. Mineral Owner Noticed Mailed (Minimum 30 Days): N/A Mineral rights are with the surface.
4. Barring any discovery at the Public Hearing, it is the opinion of the Planning Commission that the applicant has shown compliance with Prowers County Zoning and Subdivision Regulations.
 - a) The requested use is a use listed as a Use by Review in the Irrigated Agricultural (A-1)
 - b) The granting of the Minor Subdivision will not substantially modify the intent, purpose or spirit of the Prowers County Master Plan

Recommendations:

1. Easement Agreement between 25-7 Media, Inc., and Riverside Communications, as stated in lease agreement, must be recorded with the Prowers County Clerk.
2. Prowers County Zoning Regulations for C-2 Commercial Highway be adhered to.
3. Sewer- North Lamar Sanitation.
4. Water-May Valley Water.
5. Dust/weed Mitigation.



7240 US Hwy 50, PO Box 989, Lamar Colorado 81052 Phone: (719)336-3268 Fax: (719)-336-7558

June 15th 2023

Prowers County Land Use
1001 South Main St
Lamar CO 81052

In reference to the notification letter dated June 7th 2023 regarding Parcel No: 500069011. I have no concerns against subdividing property located NE $\frac{1}{4}$ of Indian Claim No. 26 in Section 19, Township 22, Range 46 however, no access will be allowed through property owned by OutWest Holdings LLC.

A handwritten signature in black ink, appearing to read "Jeff Travis".

Jeff Travis
OutWest Holdings LLC
PO Box 989
Lamar CO 81052

RECEIVED
6-19-23

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 07/11/2023

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 07/03/2023

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of Final Subdivision Exemption Plat Map for Rudy Torres, Benjamin Torres, Judy Torres, and Ian Torres. Application request was approved by the Planning Commission on February 8, 2023 and on March 7, 2023 by the BOCC. Minor Subdivision, for a First Subdivision, in the S½NE¼ of Section 6, Township 22, Range 47 West, the 6th P.M., subdividing **35.11** acres into two parcels, **Parcel 1A-30.12** acres and Parcel **1B-4.99** acres, and to be recorded in the County Clerk's Office.

Justification or Background:

Rudy Torres, Benjamin Torres, Judy Torres, and Ian Torres are requesting to subdivide 35.12 acres into two parcels, 4.99 acres will be sold to Megan and Casey Baanhofman to build a home. The remaining 30.12 acres will be retained by the Torres family.

Fiscal Impact: \$13.00 recording fee.

Approved by the County Attorney on:

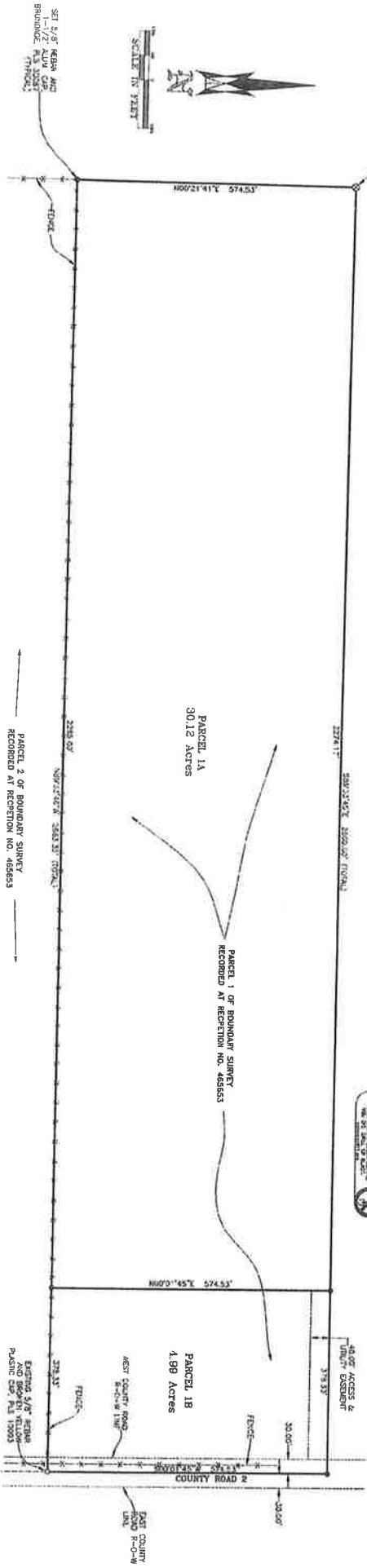
Additional Approvals (if required):

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

THANK YOU!

FIRST SUBDIVISION OF THE S1/2NE1/4,
SEC. 6, T.23S. R.4TH. OF THE 6TH P.M.,
COUNTY OF PROWERS, STATE OF COLORADO.

COLORADO
Call 811
AHEAD OF THE GAME
THE ONLY LEAD IN LEAD
COLUMBIAN LEAD



NOTE: ACCORDING TO COLLEGE LAW YOU MUST CONDUCT AN LEGAL ACTION BASED UPON FIRST OFFENSE IN THE STATE WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH OFFENSE. IN NO EVENT MAY AN ACTION BASED UPON AN OFFENSE BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE OFFENSE.

DESCRIPTION OF TRACT

TRACT NO. 1 OF BOONICANY SURVEY OF
N/2E21/4 AND S/2E21/4 OF SECTION 6,
TOWNSHIP 23 SOUTH, RANGE 47 WEST, OF THE
SOUTH PRINCIPAL MERIDIAN, ACCORDING TO THE
SURVEY RECORDED MAY 8, 1964 AT REC'DEN
NO. 46553 OF THE PROBATE COURT CLERK
AND RECORDER RECORDS, COUNTY OF HONOLULU
STATE OF HAWAII.

APPLICANT'S CERTIFICATE:

I/We hereby apply for a Standard Loanplan from the Frowers County Subdivision Regulations as provided for therein for the tract of land as shown and described hereon. I/We are legal owner(s) of the tract as shown hereon, and that the information as shown hereon is true and correct to the best of my/our knowledge and belief.

PLANNING COMMISSION:
PROWERS COUNTY, COLORADO:
Reviewed and Approved by the Prowers County Planning Commission.

BOARD OF COUNTY COMMISSIONERS;
PROWERS COUNTY, COLORADO;

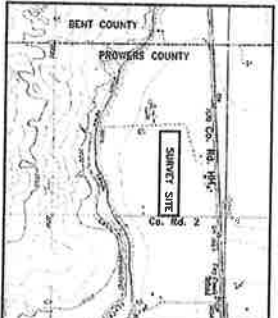
Chairman:

SURVEYOR'S STATEMENT **MARCH 30 2023**

LARRY W. SHINDLER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, BY NEAREST STAFF TO RUBY TOWERS ON THE BASIS OF HIS KNOWLEDGE, INFORMATION AND BELIEF AS TO RECORDS, STATISTICS OR CHART OF PROFESSIONAL LAND SURVEYS PRACTICING IN COLORADO THAT THE SURVEY PLAY WAS PREPARED BY ME AND REPRESENTS THE SURVEY MADE, THAT THE SURVEY WAS BASED UPON DATA RECEIVED AT RECEPTION, NO. 469037 AND DESCRIPTIONS SUPPLIED BY CLIENT WITH CLIENT DESIRING NO FURTHER RESEARCH INTO EVIDENCE OR EXIST-OF-WAY BY THE UNDERGROUND

STATE OF COLORADO:
COUNTY OF FROWDE
S.S.
I hereby certify that this instrument of record was filed in my office on the _____ day
of _____, 20____, at _____ M. under Reception number _____
By _____ Deputy
Notary and Recorder

SUBDIVISION PLAT



VICINITY MAP.
N.T.S.



RHINCO LAND SURVEYING, INC.
 11111 Highway 100, Suite 100, Dallas, Texas 75243
 (214) 343-1111
 FAX: (214) 343-1111

	Case#	CLIPPING NO
	MARCH 30, 2013 PROJECT NO 4316R225	4121.DWG SHEET NO 1 OF 1

SUBDIVISION
PLAT

PART OF T4E S1/2NE1/4 SEC 6, T23S, R47W
 6th P.M. SOUTHERS COUNTY, COLO.R-40

CONCLUSIONS

NAME	RUDY TORRES
LAST	

COLORADO

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 07/11/2023

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 07/03/2023

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of Subdivision Exemption application by Five Rivers Cattle Feeding LLC, in the SE4NE4 of Section 19, Township 22, Range 47 West, 6th P.M. The request is to subdivide approximately 10 acres from the existing property of 265.71 acres. The property is located in I-1 Industrial Zoning District. This will be a First Subdivision. The Application request was approved by the Planning Commission on June 28, 2023

Justification or Background:

Five Rivers Cattle Feeding, LLC wants to subdivide approximately 10 acres to sell to Shane Hawks to construct a building/shop for his business.

Fiscal Impact: N/A.

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

Subdivision
Exemption No.

SUBDIVISION APPLICATION AND SUMMARY FORM

PLEASE READ NOTE AND SIGN BELOW:

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

Date: 9-27-2022 T.M.L.
Applicant's / Representative's Signature

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

Property Owner: Five Rivers Cattle Feeding LLC
Address: 2258 US Hwy 50 Lamar, CO 8052
Telephone Number: _____ Email: _____

Applicant's Representative: _____

Address: _____

Telephone Numbers: (719) (684-8146) Email: Thane.milenski@5RCattle.com

Surveyor or Engineer: Lance Brundage Telephone: 719-383-4621

Location of Subdivision:

Subdivision (1st, 2nd, etc.) ~~2nd Sub~~ 1st Sub

Quarter SE 1/4 NE 1/4

Section 19 Township 22S Range 47W or

Lot _____ Block _____ Subdivision _____

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

Tax parcel number of property (County Assessor's Records) _____

Current land classification as per Assessor's Records _____

If irrigated, will water shares be allocated to the subdivided parcel? _____ Yes X No

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

If YES, attach copy

Proposed Use of Land Shop & office

Proposed Water Source May Valley Water

Proposed Means of Sewage Disposal Septic

Proposed Road Access off W Frontage Road

Proposed Lot Size 11 acres

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

Prowers County Planning Commission, Chair

Richard Widener

Dated this 28 day of June, 20 23

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

Prowers County Board of County Commissioners, Chair

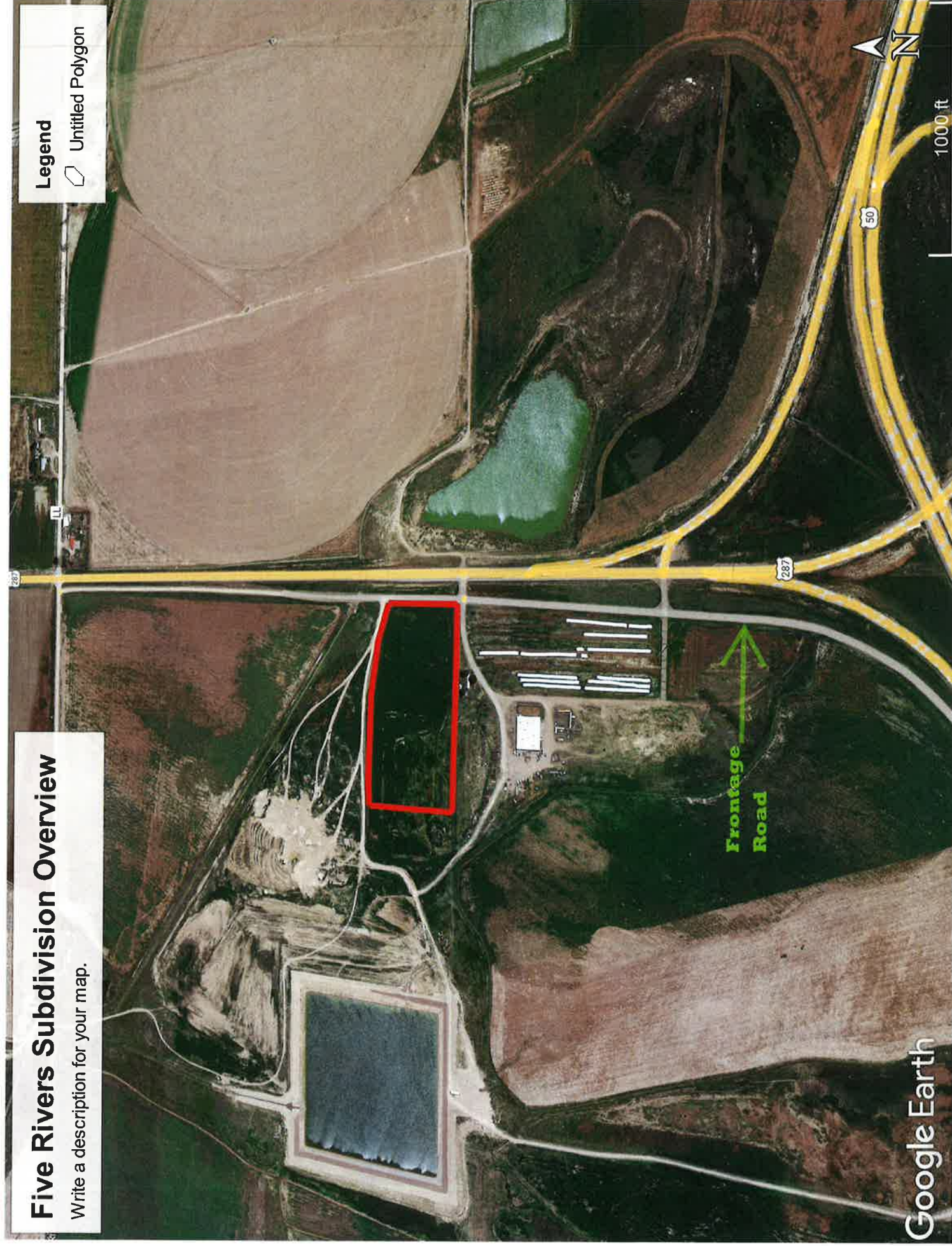
Dated this _____ day of _____, 20 ____

Five Rivers Subdivision Overview

Write a description for your map.

Legend

Untitled Polygon



515453

REC # 515453 08/23/2007 11:30:00 AM
UD Page: 1 of 2 R:11.00 D:65.74
Prowers County, CO

Doc. Fee
\$ 65.74

SPECIAL WARRANTY DEED

COLORADO EAST BANK & TRUST, Grantor, for good and valuable consideration, hereby sells and conveys to FIVE RIVERS RANCH CATTLE FEEDING, LLC, a Delaware limited liability company, Grantee, whose address for receiving tax notices is c/o Colorado Beef, 2258 U.S. Highway 50, Lamar, CO 81052, the following real property in the County of Prowers and State of Colorado, to wit:

See Exhibit A attached hereto and by this reference made a part hereof

with all its appurtenances and warrants the title against all persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said Grantor.

Except the First Subdivision of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ consisting of 4.40 acres as described on a plat recorded August 21, 2007 at Reception No. 515407.

Together with Grantor's interest in the growing crop, including crop insurance, government payments for said crop and crop base acres, subject to a farm lease with Steve Wertz.

Except and subject to reservations in patents; existing easements; the exigencies of being located in special districts; zoning and subdivision regulations; ad valorem taxes for the year 2007; and reservations, conveyances and leases of oil, gas and other mineral interests of record, if any.

Dated August 22, 2007.

COLORADO EAST BANK & TRUST

ATTEST:

By George S. Gotto, III
George S. Gotto, III, President

By Brenda May
Brenda May, Secretary

STATE DOCUMENTARY FEE
Date AUG 23 2007
\$ 65.74

STATE OF COLORADO)
) ss.
COUNTY OF PROWERS)

The foregoing instrument was acknowledged before me this 23rd day of August, 2007 by George S. Gotto, III as President and Brenda May as Secretary of Colorado East Bank & Trust.

Witness my hand and official seal.

[Signature]
Notary Public
My commission expires 08/23/2008

EXHIBIT A

Parcel No. 1:

Township 22 South, Range 47 West of the Sixth Principal Meridian, County of Prowers, State of Colorado
Section 19: A.L.L. (Lots 1, 2, 3, 4, E $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$ and E $\frac{1}{2}$)

EXCEPT a tract of land to Joint School District No. 25 as described in Deed recorded January 17, 1899 in Book 32, Page 155, under Reception No. 10190.

EXCEPT a tract of land to Board of County Commissioners as described in Deed recorded August 6, 1931 in Book 229, Page 3, under Reception No. 180566.

EXCEPT a tract of land to Board of County Commissioners as described in Deed recorded August 6, 1931 in Book 229, Page 14, under Reception No. 180577.

EXCEPT a tract of land to Board of County Commissioners as described in Deed recorded December 4, 1933 in Book 243, Page 383, under Reception No. 193768.

EXCEPT a tract of land to Board of County Commissioners as described in Deed recorded June 9, 1944 in Book 297, Page 381, under Reception No. 244460.

EXCEPT a tract of land to the State Highway Department as described in Warranty Deed recorded September 11, 1950 in Book 349, Page 494, under Reception No. 277682.

EXCEPT a tract of land to Geo Nicklos as described in Warranty Deed recorded February 18, 1965 in Book 455, Page 43, under Reception No. 348296.

EXCEPT a tract of land to State Department of Highways, Division of Highways, State of Colorado as described in Special Warranty Deed recorded March 1, 1990 at Reception No. 448501.

EXCEPT a tract of land to State Department of Highways, Division of Highway, State of Colorado as described in Special Warranty Deed recorded March 1, 1990 at Reception No. 448503.

EXCEPT Permanent Easements as described in instruments recorded March 1, 1990 at Reception Nos. 448508, 448509, 448510 and 448511.

EXCEPT a tract of land to Department of Transportation as described in instrument recorded February 6, 2003 at Reception No. 499046.

EXCEPT a tract of land to Department of Transportation as described in instrument recorded August 4, 2003 at Reception No. 501280.

EXCEPT the First Subdivision of the SE $\frac{1}{4}$ as described on plat recorded July 29, 2004 at Reception No. 504994.

Parcel No. 2:

An undivided $\frac{1}{2}$ interest in and to the following tracts lettered A, B and C;

Tract A: Commencing at the Southeast corner of the Southwest one-quarter of Section 19, Township 22 South, Range 47 West of the 6th P.M.; thence North 200 feet to the true point of beginning; thence West 250 feet; thence due North to the intersection of the East-West center line of Section 19; thence East 250 feet; thence due South along the North-South center line of said Section 19 to the true point of beginning.

Tract B: Commencing at the Southwest corner of the Southeast one-quarter of Section 19, Township 22 South, Range 47 West of the 6th P.M.; thence due North 200 feet to the true point of beginning; thence East 500 feet; thence due North to the intersection with the East-West center line of said Section 19, thence due West 500 feet; thence due South along the North-South center line of said Section 19 to the true point of beginning. TOGETHER with a 50 foot easement for ingress and egress to the above-described property, said easement described as follows: Commencing at the Southwest corner of the Southeast one-quarter of said Section 19, thence North along the North-South center line of said Section 19, 200 feet; thence East 50 feet; thence South 200 feet; thence West 50 feet to the point of beginning.

Tract C: Commencing at a point 500 feet North of the Southeast corner of the Northeast one-quarter of Section 19, Township 22 South, Range 47 West of the 6th P.M., which point is on the Easterly Section line of said Section 19; thence South 500 feet to the Southeast corner of said Northeast one-quarter; thence West along the East-West center line of said Section 19 to the Southwest corner of the Northeast one-quarter of said Section 19; thence North along the North-South center line of said Section 19 to a point 300 feet South of the Northwest corner of the Northeast one-quarter of said Section 19; thence Southeasterly to the point of beginning.



February 9, 2023

To Whom it May Concern:

Thane Milenski and Juan Cocoba are Authorized to conduct business regarding subdividing the Ullom property in order to sell off 10 acres of said property. This includes obtaining the Warranty Deed for the property from the County Clerk's Office. Please allow them to proceed.

Regards,

FIVE RIVERS CATTLE FEEDING, LLC



Jerri Lynn Magana, CFO
Jerri.Magana@5rcattle.com
970-408-0188



COLORADO
Division of Reclamation,
Mining and Safety
Department of Natural Resources

April 26, 2023

Thane Milenski
Five Rivers Ranch Cattle Feeding LLC
2258 US HWY 50
Lamar, CO 81052

**Re: Wiley Pit - File No. M-1977-223, Acreage Release Request (AR-1)
Partial Acreage Release Request**

Dear Mr. Milenski:

On April 26, 2023 the Division of Reclamation, Mining and Safety concluded its review of the Acreage Release Request application submitted to the Division on March 8, 2023, addressing the following: A partial acreage release of 10.70 acres from the permit area.

The decision reached by the Division is: **Approve.**

The permit area was reduced to 163.90 acres, through the release of -10.70 acres in this permit action. In accordance with Rule 4.17.2(5), the Division is required to wait thirty (30) days from this notice to allow for appeal of the Division's decision. Once this period closes, if no appeal is submitted, the Division's decision will be final.

Because the permit is not totally released, you are still liable for filing annual reports and fees. Please submit a Technical Revision and update the mining and reclamation plan maps to depict the reduced permit area.

Bond Held:	\$193,235.00
Prior Permit Acreage:	174.60
Change in Permit Acreage:	-10.70
Revised Permit Acreage:	163.90

If you have any questions, please contact me by telephone at (303) 866-3567 x 8126, or by email at Nikie.gagnon@state.co.us.

Sincerely,

Nikie C. Gagnon
Environmental Protection Specialist

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7-11-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 6-30-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 6-30-2023 email poll approval of Court Security Statement of Grant Award, FY-2023/2024 in the amount of \$176,256.00 and authorizing Ron Cook, Chairman of the Board to execute the document electronically.

Justification or Background:

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

County: \$_____


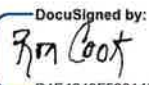
Federal: \$_____


State: \$_____

Other: \$_____


Approved by the County Attorney on: 6-26-2023

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2023/24	
STATEMENT OF GRANT AWARD	PROWERS COUNTY	


RECIPIENT NAME AND ADDRESS		AWARD NUMBER & TYPE	
Prowers County c/o: Ron Cook Chair, Board of County Commissioners Prowers County 301 S Main St STE 200 LAMAR, CO 81052-2868		Award: 2024 CRTS 20W0 JCAK 24 Type: Annual	
AWARD START DATE:	July 1, 2023	AMOUNT REQUESTED:	\$176,256
AWARD END DATE:	June 30, 2024	AMOUNT AWARDED:	\$176,256
Prowers County is awarded grant funding for supplemental security staffing, security camera system equipment, and DAP video detention services.			
STATUTORY AUTHORITY FOR THE GRANT			
Section 13-1-201, Colorado Revised Statutes			
GRANT CONDITIONS			
The above grant award is approved subject to such conditions or limitations as are set forth in 2023/24 Conditions of Grant Award and 2023/24 Grant Rules.			
JUDICIAL DEPARTMENT		RECIPIENT/GRANTEE ACCEPTANCE	
Steven Vasconcellos State Court Administrator Colorado Judicial Department		Ron Cook Chair, Board of County Commissioners Prowers County	
SIGNATURE OF APPROVING OFFICIAL		SIGNATURE OF AUTHORIZED RECIPIENT	
DocuSigned by:  7A259986E512420		DocuSigned by:  D4E4349F583143A	
DATE		DATE	
06/29/23 5:29 PM MDT		06/29/23 2:09 PM PDT	

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2023/24	
GRANT CONDITIONS	PAGE 1	

1. This Court Security Cash Fund Grant Award ("Award") governs the award from the Court Security Cash Fund ("Fund") established in Section 13-1-201, *et seq.*, C.R.S., as awarded by the Colorado Judicial Department ("Department"). Recipient and Department may be individually referred to herein as a "Party" or collectively as the "Parties." This Award shall not be enforceable until the Statement of Grant Award is approved and signed by an authorized signatory of Recipient and the State Court Administrator. Once fully signed by the Parties, the effective date of the Award is the Award Start Date shown on the Statement of Grant Award cover page.
2. The Recipient shall use the funds provided under this award to complete the work detailed in Recipient's Court Security Cash Fund Commission Grant Application, attached hereto as Exhibit C, on or before the Award End Date.
3. The Department shall not be liable to pay or reimburse Recipient for any performance hereunder, including, but not limited to costs or expenses incurred, prior to the Effective Date or after the Award End Date.
4. Funds provided under this award shall be used only for eligible costs in accord with Exhibit A - Grant Rules and Section 13-1-201, C.R.S., *et seq.*, in an amount not to exceed the Amount Awarded shown on the Statement of Grant Award, and for the tasks and services identified in Exhibit C - Grant Application and Revised Budget. Failure to use funds for eligible expenses or in compliance with the intent of the Court Security Cash Fund may result in revocation of the award, termination of this grant agreement, and return of funds.
5. The parties understand and agree that the Recipient's employees and agents are not employees or agents of the Department. Recipient shall have no authorization, express or implied, to bind the Colorado Department to any agreements, liability or understandings except as expressly set forth herein. Each party will be responsible for its acts and those of its employees, agents and subcontractors, if any, during the term of this grant award. The Recipient shall pay, when due, all required employment taxes and income tax withholding on any funds paid to it pursuant to this grant award.
6. The maximum amount payable to Recipient pursuant to this award is limited to the Amount Awarded as indicated on the Statement of Grant Award to which these conditions are attached.
7. This is a reimbursement-based grant. The Recipient agrees that reimbursement of expenses will be made quarterly upon receipt of a Reimbursement Request.
 - a. The Recipient shall submit each reimbursement request at least quarterly via AmpliFund, within 15 days following the end of September, December, March, and within 10 days following the end of June.
 - b. Each reimbursement request will include at a minimum the information shown in Exhibit B – Reimbursement Request. The format of Exhibit B represents an example, indicating the type of information required. The Amplifund platform may differ from the appearance of Exhibit B in minor respects. Detailed supporting documentation is required for each request (See Exhibit A - Grant Rules, Section 4-1 D for specifics).
 - c. The Department's standard payment procedures are net 45 days following Department's receipt of a fully complete and correct Reimbursement Request.

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2023/24	
GRANT CONDITIONS	PAGE 2	

- d. If the Department determines that the Reimbursement Request is not correct, then the Recipient shall make all changes necessary to correct that Reimbursement Request.
8. The Recipient shall submit quarterly reports using the method outlined by the State Court Administrator (see Exhibit A - Grant Rules, Section 4-2, B. for the information to be reported). The Recipient shall submit each report via AmpliFund, within 15 days following the end of September, December, March, June.
9. Onsite and remote monitoring by the Department may occur during the Award Period. Monitoring shall include but not be limited to, review of financial records and payroll documents, site visits, and inspection of final work product and/or completed services. The Recipient agrees to provide the Department access to all records, information, and physical locations necessary for the Department to perform monitoring. The Department shall provide the Recipient advance notice of onsite monitoring visits.
10. The Recipient shall make, keep, maintain, and allow inspection and monitoring by the Department of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications, pertaining in any manner to the work performed under this award. The Recipient shall maintain such records for a period of seven years after the Award End Date.
11. The Department shall have the right to inspect the Recipient's performance at all reasonable times and places during the Award Period. The Recipient shall permit the Department and any other duly authorized agent of a governmental agency having jurisdiction to monitor all activities conducted pursuant to this award, to audit, inspect, examine, excerpt, copy and/or transcribe the Recipient's records related to this award to assure compliance with the terms hereof or to evaluate performance hereunder. Monitoring activities controlled by the Department shall not unduly interfere with the Recipient's performance hereunder.
12. The Department may recover, at the Department's discretion, payments made to County in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by County. The Department may recover such payments by deduction from subsequent payments under this Grant, deduction from any payment due under any other contracts, grants or agreements between the Department and County, or by any other appropriate method for collecting debt.
13. The Recipient and the Department shall treat the confidential information of each other with the same degree of care and protection they afford to their own confidential information and shall notify the other party immediately if they receive a request or demand from a third party for records or information of the other party.
14. The Recipient certifies that funds provided by the Department under this award will not be used to supplant local funds.
15. The Recipient shall comply with the letter and spirit of all applicable federal, state, and local laws and regulations related to the performance of this award, including but not limited to the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices.
16. The Recipient assures that open, competitive procurement procedures will be followed for all

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2023/24	
GRANT CONDITIONS	PAGE 3	

purchases of goods and/or services under this award. The Recipient shall provide documentation of the competitive procurement procedure followed for any purchase of goods and/or services under this award to the Department upon the Department's request.

17. This award shall not be deemed or construed to create a partnership or joint venture between the Recipient and the Department. All persons employed by the Recipient or Recipient's subgrantees shall be considered employees of the Recipient or the Recipient's subgrantees and shall not be employees of the Department for any purpose as a result of this award. For purposes of this provision, subgrantees means third parties, if any, engaged by the Recipient to aid in performance of its obligations under this award.
18. The Recipient warrants that it possesses the legal authority to enter into this grant award and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize the signatory signing the Statement of Grant Award to execute this grant award and to bind the Recipient to its terms. If requested by the Department, the Recipient shall provide the Department with proof of the Recipient's authority to enter into this grant award within 15 days of receiving such request.
19. The Recipient shall maintain at all times during the term of this award such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as amended (the "CGIA"). The Recipient shall show proof of such insurance satisfactory to the Department, if requested by the Department.
20. Nothing in the terms and conditions of this award shall be construed as a waiver, express or implied, by either Party of any of the immunities, rights, benefits, protections, or other provisions afforded them pursuant to the CGIA, as now or hereafter amended. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. 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 Agreement or any amendment hereto.
21. The Recipient shall require each contract with subgrantees, other than those that are public entities within the meaning of the CGIA, providing goods or services in connection with this award to include insurance requirements substantially similar to the following:
 - a. Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of subgrantee's employees acting within the course and scope of their employment.
 - b. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, subgrantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2023/24	
GRANT CONDITIONS	PAGE 4	

- c. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
 - d. The Recipient and the Department shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies.
 - e. Coverage required by these terms shall be primary over any insurance or self-insurance program carried by the Department.
 - f. The Recipient shall require all insurance policies in any way related to this award and secured and maintained by the Recipient's subgrantees to include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against the Department, its agencies, institutions, organizations, officers, agents, employees and volunteers.
 - g. For purposes of this provision, subgrantees means third parties, if any, engaged by the Recipient to aid in performance of its obligations under this award.
22. If the Recipient fails to comply with the terms and conditions of this award, the Department may (i) terminate or revoke this award in whole or in part; (ii) suspend the Recipient's performance with respect to all or any portion of this award pending necessary corrective action as specified by the Department, during which period of suspension the Department shall not be liable to reimburse the Recipient for costs incurred; (iii) withhold payment to the Recipient until corrections in the Recipient's performance are satisfactorily made and completed; (iv) demand removal of any of the Recipient's subgrantees whom the Department deems incompetent, careless, insubordinate, unsuitable, or other unacceptable, or whose continued relation to this award is deemed to be contrary to the public interest; and (v) pursue any other remedy available by law, including requiring the return of improperly expended funds.
23. This award is based on the Department's revenue projection for the court security cash fund. In the event that the actual revenue is less than the Department's projection, or if the funding for any activity established by this award is discontinued or decreased by the State of Colorado, the Department may terminate this award or reduce its scope without penalty effective immediately upon receipt of notice of such termination or reduction. In the event of such termination or reduction, the Recipient shall be compensated for the value of services actually and satisfactorily performed, if any, prior to the effective date of the termination or reduction.
24. The construction, interpretation and performance of this award shall be governed by the laws of the State of Colorado, and any claim arising out of or relating to this award shall be brought exclusively in the state courts of Colorado.
25. Enforcement of all rights and obligations hereunder are reserved solely to the Department and Recipient. Any services or benefits which third parties receive as a result of this Agreement are incidental and do not create any rights for such third parties.


Exhibit A



COURT SECURITY CASH FUND COMMISSION GRANT

FISCAL YEAR 2023/24 GRANT RULES
GRANT APPLICATION DEADLINE: 5 p.m., April 21, 2023

PLEASE CONTACT THE OFFICE OF THE STATE COURT ADMINISTRATOR WITH QUESTIONS
COURTSECURITY@JUDICIAL.STATE.CO.US


COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2023/24	
GRANT RULES	PAGE 2	

1-1 Definitions

- A. Annual Grants: For supplemental security in a facility containing a state court or probation office. Specifically, court security staffing, security equipment or related structural improvements, training on issues of court security, or miscellaneous funding needs associated with issues of court security or security equipment.
- B. Commission: The Court Security Cash Fund Commission created in Section 13-1-203, C.R.S., et seq. Each member of the Commission serves a three-year term. Vacancies must be filled by the appointing authority no later than 30 days after the vacating member's last day for the unexpired term. Commission members include:
 - C. Two representatives of an association that represents County commissioners who are recommended by the association and who are appointed by the governor,
 - D. Two representatives of an association that represents County sheriffs who are recommended by the association and who are appointed by the governor,
 - E. Two members of the judicial branch who are appointed by the chief justice, and
 - F. One member of the general public who is appointed by the chief justice.
- G. Eligible Counties: Counties meeting at least two of the four criteria as set forth in Section 13-1-205(3) and (4), C.R.S., and listed in Section 2-1 below. Criteria for determining the eligible Counties is provided by the Department of Local Affairs and is revised on an annual basis.
- H. Emergency Grants: For supplemental security in a facility containing a state court or probation office. Specifically, for emergency needs related to court security.
- I. Fund: The Court Security Cash Fund created in Section 13-1-204, C.R.S.
- J. Local Security Team: A group of individuals from a County that oversees issues of court security for the County and that includes, at a minimum, the chief judge of the district court in the County or their designee, the sheriff or their designee, and a County commissioner or County manager or their designee.
- K. Official act or official action: Any vote, decision, recommendations, approval, disapproval, or other action, including inaction, which involves the use of discretionary authority.
- L. Supplant:

1-2 Authority and Basis

- A. The Court Security Cash Fund Commission was established by Senate Bill 07-118 and is codified in Section 13-1-201, C.R.S., et. seq. The Commission and the Fund are intended to provide Colorado Counties with supplemental security funding at a facility containing a state court or probation office. Grants from the fund will be given to Counties based on the criteria specified in 2-1 of These Rules for:
 - 1. The provision of court security staffing to the Counties with the most limited resources,
 - 2. The purchase of security equipment or related structural improvements,
 - 3. The provision of training for the local security teams on issues of court security,
 - 4. Miscellaneous funding needs associated with issues of court security or security equipment, or
 - 5. Emergency needs related to issues of court security or court equipment.

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2023/24	
GRANT RULES	PAGE 3	

- B. The responsibility for providing adequate security for State court facilities rests with County governments, Section 13-1-201 (1)(b), C.R.S. However, the level of funding and services that each County can provide varies throughout the state.

1-3 Purpose and Scope


- A. The purpose of these Rules is to define who may apply for grants from the Court Security Cash Fund Commission, how awarded funds may be used, the basic application procedures, and the use of the Fund by the State Court Administrator.
- B. These Rules prescribe the procedures to be followed in making, filing, and evaluating grant applications, the criteria for evaluation, the compliance review process used to ensure that Counties are using each grant award as specified, and guidelines necessary for administering the program.

1-4 Funding

- A. The Fund consists of any moneys appropriated by the General Assembly.
- B. Surcharges assessed and collected on specific court fees as defined in Section 13-1-204(b), C.R.S., are credited to the Fund.
- C. The State Court Administrator may accept gifts, grants, or donations from any private or public source for the purpose of implementing the Fund or Commission.
- D. All moneys credited to the Fund shall be available for grants awarded by the State Court Administrator, based on recommendations of the Commission, to Counties for the purposes described in these Rules.
- E. The State Court Administrator may use a portion of the moneys for administrative costs incurred through the implementation of the Court Security Cash Fund and the Court Security Cash Fund Commission.
- F. Any unexpended or unencumbered moneys remaining in the Fund at the end of any fiscal year, along with any investment earnings derived from the deposit and investment of moneys in the Fund, shall remain in the Fund and shall not be credited or transferred to the general fund at the end of the year.
- G. The grant fiscal year is July 1, 2023, through June 30, 2024.

2-1 Who May Apply


- A. Only Colorado County governments may apply.
- B. Grant awards will be distributed based on the following priority schedule:
 1. Requests from Counties that meet the criteria below shall have the highest priority, and
 2. Requests for moneys for personnel costs shall be given subsequent priority.
- C. Colorado Counties that meet at least two of the four criteria below shall be given the highest priority for need-based grants for supplemental court security personnel services.
 1. Counties in which the total population is below the state median, as determined by the most recent data published by the Department of Local Affairs.
 2. Counties in which the per capita income is below the state median, as determined by the most recent data published by the Department of Local Affairs.

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2023/24	
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3. Counties in which property tax revenues are below the state median, as determined by the most recent data published by the Department of Local Affairs.
 4. Counties in which the total County population living below the federal poverty line is greater than the state median, as determined by the most recent census published by the United States Bureau of the Census.
- D. Attachment A lists the eligible Counties as determined by data provided by the Department of Local Affairs. Attachment B illustrates the same eligible Counties on a map. This list will be utilized by the Commission in determining eligibility for grant funds when reviewing and selecting grant applications.

2-2 Use of Grant Funds

- A. Funds shall only be used to supplement existing County funding for:
 1. Security staffing at a facility containing a state court or probation office,
 2. Security equipment or related structural improvements for a facility containing a state court or probation office,
 3. Training on issues of court security, or
 4. Miscellaneous funding needs associated with issues of court security or security equipment.
- B. Funds shall not be used for:
 1. Architectural services,
 2. Non-security related construction,
 3. Firearms,
 4. POST certification training,
 5. Computers and computer servers – unless as an integral part of a security system (e.g. surveillance system, access control system),
 6. Law enforcement equipment that could not clearly be identified as having a court security purpose,
 7. Vehicles,
 8. ADA compliance issues that do not concern security, or
 9. Emergency lighting already required by a Fire Marshal.
- C. Grants from the Fund shall not be used to supplant moneys already allocated by the County for court security purposes and shall not supplant any County funding for a County that has the means to support its court security needs.
- D. Grant Recipient's employees and agents are not employees or agents of the Judicial Department. Recipient shall have no authorization, express or implied, to bind the Colorado Judicial Department to any agreements, liability, or understandings except as expressly stated in the grant conditions. The County shall pay, when due, all required employment taxes and income tax withholding on any funds paid to it pursuant to this grant award.
- E. Grant funds shall not be used to reimburse expenses associated with the project that were incurred or contracted for prior to the effective date of the grant contract.
- F. Counties must ensure that open procurement procedures will be followed for purchases for goods and services made as part of the project for which grant funds were awarded.

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2023/24	
GRANT RULES	PAGE 5	


1. The County shall provide documentation of the procurement procedure followed for any purchase under this award to the Judicial Department upon request.
2. The County will comply with their own procurement policies and procedures for purchases made using grant funds.
3. If the County does not have procurement policies and procedures, they shall comply with the Judicial Department's Procurement Rules.
- G. No indirect costs associated with the grant or the project shall be allowed from grant funds.
- H. Pursuant to Section 1-45-117, C.R.S., grant funds shall not be used for any advocacy related services. For purposes of these rules, "advocacy related services" means actions to urge electors to vote in favor of or against a current or future ballot issue or referred measure.
- I. Pursuant to Section 24-80.1-104, C.R.S., construction or capital improvements plans for use of grant funds on a courthouse listed on the State Register of Historic Properties shall be provided to the State Historical Society for review of the proposed project.

2-3 Regular Grant Application Procedures

- A. Applications for grants from the Fund shall be submitted in the manner adopted by the Commission, in accordance with the timelines and guidelines as set forth in these Rules.
- B. Applications shall be made to the Commission through the Office of the State Court Administrator.
- C. Applications must be entered and submitted by the deadline using the Office of the State Court Administrator's online grant management system.
 1. All sections of the application must be completed and contain all required approvals of the Chief Judge, Board of County Commissioners, and Sheriff prior to submission.
 2. Incomplete applications will not be considered for grant award.
 3. Applications will not be accepted by any method other than the online grant management system, including email, fax, post, or in person.
 4. The organization will receive notification when/if the application is accepted.
 5. Complete applications received on or before the deadline will be considered for award.
 6. Applications completed after the deadline will not be considered for grant award.
- D. Potential applicants may contact the Office of the State Court Administrator during the application process if they have questions about or need clarification related to the Court Security Cash Fund Commission Grant Rules or the application process.
- E. The Office of the State Court Administrator may contact and obtain clarifying information and materials after the application due date from an applicant that has submitted an application by the due date to aid in reviewing and scoring the application. This may result in an applicant submitting a revised application with additional information.

2-4 Emergency Grant Application Procedures

- A. On an annual basis, the Commission may set aside a specific amount of appropriated funds to allow for emergency awards.
- B. Applications for grants from the Fund shall be submitted in the manner adopted by the Commission, in accordance with the timelines and guidelines as set forth in these Rules.

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2023/24	
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- C. Applications shall be made to the Commission through the Office of the State Court Administrator.
- D. Emergency funding applications may be submitted at any time during the year. Applications requesting emergency grant funds will be given immediate priority and consideration for approval, depending on the availability of grant funds at the time of application.
- E. Applications must be entered and submitted using the Office of the State Court Administrator's online grant management system.
 - 1. All sections of the application must be completed and contain all required approvals of the Chief Judge, Board of County Commissioners, and Sheriff prior to submission.
 - 2. Incomplete applications will not be considered for grant award.
 - 3. Applications will not be accepted by any method other than the online grant management system, including email, fax, post, or in person.
 - 4. The organization will receive notification when/if the application is accepted.
- F. Potential applicants may contact the Office of the State Court Administrator during the application process if they have questions about or need clarification related to the Court Security Cash Fund Commission Grant Rules or the application process.
- G. The Office of the State Court Administrator may contact and obtain clarifying information and materials after the application due date from an applicant that has submitted an application by the due date to aid in reviewing and scoring the application. This may result in an applicant submitting a revised application with additional information.

3-1 Selection Criteria

- A. Applications to the Court Security Fund will be reviewed and selected in a manner that supports the intent of the Fund to ensure safety of employees and users of State court facilities.
- B. The Commission shall review the applications to ensure that they meet the intent of the Fund to provide supplemental court security in Counties with the most limited financial resources.
- C. Applications requesting funds for any use other than those approved under Section 2-2 A are ineligible for a grant award and will not be considered.
- D. There is no minimum amount for either annual or emergency grant applications or awards.

3-2 Consideration of Grant Applications

- A. The Commission will consider all valid applications for possible funding based upon the criteria contained within these Rules and including, but not limited to, the Legislative Declaration in Section 13-1-201, C.R.S. et seq.
- B. The Commission may also consider the following aspects in reviewing grant applications.
 - 1. The County has agreed to disclose pertinent financial statements to the Commission or the State Court Administrator for review,
 - 2. The County has demonstrated good faith in providing security before seeking a grant from the Fund, and
 - 3. The State Court Administrator is satisfied that the County does not have significant uncommitted reserves,

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2023/24	
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4. Where applicable, the County's ability to meet all grant conditions and rules in the prior award period, including, but not limited to, grant reporting and reimbursement requirements.
5. Where applicable, the results of any programmatic and/or financial review or audit of the County's performance in the prior grant award period.
6. The State Court Administrator is satisfied that the organization does not have deficiencies related to the services to be provided or financial obligations to be undertaken through this grant.

3-3 Grant Selection


- A. The Commission shall document its final recommendations to the State Court Administrator.
- B. The Commission may recommend multiple grants be awarded during any grant cycle.
- C. The Commission may expand the criteria used for evaluating grant applications beyond those explicitly stated in these Rules if such additional criteria are necessary for selection of a grant award recipient.
- D. The Commission is not obligated to award grants from the Fund during any grant cycle.
- E. A prior grant award is not a guarantee of future or continued grant awards from the Fund.

3-4 Grant Approval

- A. An affirmative vote of the majority of the Commission members attending the annual award meeting shall be required to recommend a grant application to the State Court Administrator for award. If subsequent emergency awards are requested, an affirmative vote of the majority of the Commission members shall be required to recommend a grant application to the State Court Administrator for award.
- B. A Commissioner shall recuse themselves from the deliberation and vote on a specific application if there is an appearance of impropriety or conflict of interest as it relates to the application.
- C. The Commission will submit a list of recommended grant applications to the State Court Administrator for final approval.
- D. The State Court Administrator will issue a final approval of grant applications.
- E. The decision of the State Court Administrator shall be final and shall not be subject to any appeal.
- F. Upon the final approval, the State Court Administrator will notify the grant recipients via a Grant Award Letter.

3-5 Conflicts of Interest

- A. It is the policy of the Colorado Judicial Department and the Court Security Cash Fund Commission ("Commission") that Commission members engaged in the process of awarding grant funds shall conduct themselves in a manner to avoid (i) actual or apparent conflicts of interest, (ii) the appearance of impropriety, or (iii) an adverse effect on the confidence of the public in the integrity of the judicial system, consistent with Section 24-18-101, C.R.S., et seq., and Chief Justice Directive 08-06.

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2023/24	
GRANT RULES	PAGE 8	


1. Commission members shall not perform an official act which may have a direct economic benefit on a business or other undertaking in which such member has a direct or substantial financial interest. "Financial interest" means a substantial interest held by an individual which is: (i) an ownership interest in a business, (ii) a creditor interest in an insolvent business, (iii) an employment or a prospective employment for which negotiations have begun, (iv) an ownership interest in real or personal property, (v) a loan or any other debtor interest, or (vi) a directorship or officership in a business.
3. Commission members who are elected government officials shall refrain from taking any official action on specific grant applications submitted by the jurisdiction they serve in an elected capacity.
4. Commission members who are judicial officers shall refrain from taking any official action on specific grant applications submitted by a County within the judicial district they serve.
- B. In situations in which official action will be taken on a matter for which committee members have such a conflict or in which there may be the appearance of such a conflict, such members shall absent themselves from the hearing room or other venue prior to any discussion of the action and until such action has been taken.

3-6 Chair

- A. The Commission members shall, by majority vote, elect a chair for purposes of conducting Commission business and meetings in a more orderly and efficient manner. The chair shall serve terms as set by the Commission members.

4-1 Award and Disbursement Process

- A. The Office of the State Court Administrator will provide a Grant Award Letter to the Counties awarded.
- B. The Office of the State Court Administrator will provide a Grant Contract via the online contract management system. The County must complete the Grant Contract process using this system.
- C. The State Court Administrator will coordinate the disbursement of grant funds to the County. Such disbursements will be made solely for the reimbursement of actual expenses incurred by the County and made in accordance with the Grant Contract.
- D. Reimbursement Requests must include detailed supporting documentation. The State Court Administrator shall review the sufficiency and appropriateness of all reimbursement requests and supporting documentation.
 1. Personnel requests must include official payroll documentation, like a report or paystub, showing the hours worked and pay rate for each County staff member claimed for reimbursement. Requests can only include the actual time worked providing security at a state court facility or probation office.
 2. Non-personnel expenses must include backup that consists of the applicable invoices, receipts, payment applications, and/or other documents itemizing payment details.
 3. The State Court Administrator reserves the right to require additional supporting documentation prior to disbursement.

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2023/24	
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4-2 Grant Recipient Obligations


- A. The County is responsible for preparing and submitting all programmatic reports, financial reports, and reimbursement requests required by the State Court Administrator, including additional supporting documentation.
- B. The organization is responsible for quarterly programmatic reporting requirements using the method outlined by the State Court Administrator. The data to be reported includes, but is not limited to:
 1. Arrests made,
 2. Threats received,
 3. Cutting instruments prevented from entry,
 4. Firearms prevented from entry,
 5. Medical emergencies, and
 6. Emergency drills.
- C. The County is responsible for all costs incurred in excess of the grant award that are associated with the grant.
- D. Once a County has been awarded a grant, the County shall use the grant funds as designated and described in the grant award.
- E. The County shall immediately notify the State Court Administrator in writing if the County becomes aware that the grant funds awarded will exceed the total costs requested.

4-3 Project Review and Compliance

- A. The purpose of the compliance review process is to determine if the County is using grant funds as specified in the grant award and in accordance with Generally Accepted Accounting Principles.
- B. Depending on the timeframe established in the Grant Contract or upon request by the State Court Administrator, the grant recipient shall submit a narrative report to the State Court Administrator detailing specifically how funds have been used.


4-4 Denial or Termination of Funding

- A. The State Court Administrator and the Commission may, in whole or in part, deny or terminate funding for, or impose another sanction on, a grantee for any of the following reasons.
 1. Failure to comply substantially with the requirements and objectives of the Court Security Fund, Rules issued thereunder, or other provisions of Federal, State or local law.
 2. Failure to adhere to the requirements, standard conditions, or special conditions of the State Court Administrator or the Commission.
 3. Failure to adhere to the requirements or guidelines of the Grant Contract.
 4. Submitting a request for payment for goods or services not included in the scope of the original application and the purpose of the Fund.
 5. Proposing or implementing substantial project changes to the extent that, if originally submitted, the application would not have been approved for funding.
 6. Failure to submit documents as required by these Rules and the Grant Contract.

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2023/24	
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7. Filing a false certification or request for payment in the application or other report or document.
8. Other good cause shown.

Grant Rules - Attachment A: LIST OF ELIGIBLE COUNTIES

COLORADO JUDICIAL DEPARTMENT	GRANT APPLICATIONS DUE:	
COURT SECURITY CASH FUND COMMISSION	APRIL 21, 2023 AT 5:00 PM	
FISCAL YEAR 2023/2024		

LIST OF COUNTY PRIORITY LEVEL* based on 2021 data
0-4, with 4 being the highest priority for Court Security grants

County	Priority Level	Highest Priority	County	Priority Level	Highest Priority
Adams	1		Kit Carson	3	Yes
Alamosa	3	Yes	La Plata	0	
Arapahoe	0		Lake	2	
Archuleta	3	Yes	Larimer	0	
Baca	4	Yes	Las Animas	4	Yes
Bent	4	Yes	Lincoln	4	Yes
Boulder	0		Logan	2	
Broomfield	0		Mesa	2	
Chaffee	1		Mineral	4	Yes
Cheyenne	3	Yes	Moffat	3	Yes
Clear Creek	1		Montezuma	2	
Conejos	4	Yes	Montrose	2	
Costilla	4	Yes	Morgan	2	
Crowley	4	Yes	Otero	3	Yes
Custer	3	Yes	Ouray	2	
Delta	3	Yes	Park	0	
Denver	1		Phillips	4	Yes
Dolores	4	Yes	Pitkin	0	
Douglas	0		Prowers	4	Yes
Eagle	0		Pueblo	2	
El Paso	0		Rio Blanco	3	Yes
Elbert	0		Rio Grande	4	Yes
Fremont	3	Yes	Routt	0	
Garfield	0		Saguache	4	Yes
Gilpin	2		San Juan	3	Yes
Grand	0		San Miguel	1	
Gunnison	1		Sedgwick	4	Yes
Hinsdale	2		Summit	0	
Huerfano	4	Yes	Teller	0	
Jackson	4	Yes	Washington	4	Yes
Jefferson	0		Weld	0	
Kiowa	4	Yes	Yuma	4	Yes

* Per Section 13-1-205 (3) & (4), C.R.S.

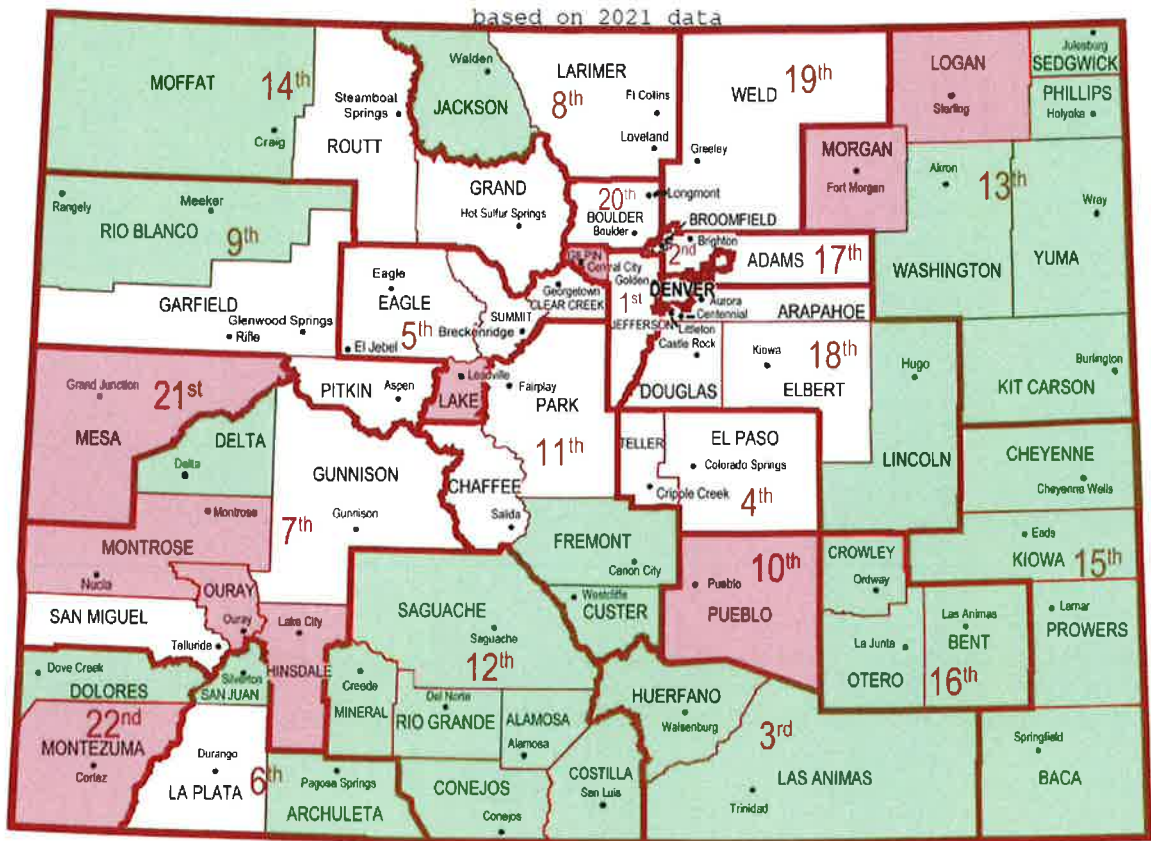
Criteria = 1 priority point per criteria met by county

Counties that meet at least 2 of the 4 criteria listed below are given the highest priority for need-based grants for court security personnel services

- (a) Counties in which the total population is below the state median;
- (b) Counties in which the per capita income is below the state median;
- (c) Counties in which the property tax revenues are below the state median; or
- (d) Counties in which the county population below the federal poverty line is above the state median.

Grant Rules - Attachment B: MAP OF ELIGIBLE COUNTIES


Court Security Cash Fund Commission
FY 2023/2024 Priority Level for Court Security Grants By County



Highest Priority:

Priority:

EXHIBIT B

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2023-24	
REIMBURSEMENT REQUEST FORM		

Reimbursement requests must be submitted at least quarterly along with supporting documentation via AmpliFund within 15 days following the end of Sep, Dec, Mar, and within 10 days following the end of Jun

(If there are no expenses to be reimbursed during the quarter, please send an email stating such by those dates)

RECIPIENT NAME AND ADDRESS		AWARD NUMBER & TYPE	
County Name		Award: Award # Type: Annual	
AWARD START DATE:	July 1, 2023	GRANT AWARD:	\$
AWARD END DATE:	June 30, 2024	REQUEST PERIOD:	
REIMBURSEMENT REQUEST			
PERSONNEL		\$	
EQUIPMENT		\$	
OTHER		\$	
TOTAL		\$	
GRANTEE CERTIFICATION AND APPROVAL OF REIMBURSEMENT REQUEST			
I certify that (i) the request for funds contained herein is a true and accurate reflection of an expenditure (or expenditures) incurred for eligible costs identified in the grant award; (ii) the expenditure has not otherwise been reimbursed; and (iii) this request is being made in compliance with the terms and conditions of the grant award.			
SIGNATURE OF APPROVING OFFICIAL:			
TITLE:			
DATE:			
JUDICIAL USE ONLY			
CORE Coding: Dept Obj Code:		Vendor: Address Code:	
Approved by:			
Date:			

EXHIBIT C – Grant Application and Revised Budget



Prowers County Court Security

Prepared by Prowers County
for Colorado Judicial Department 2023/24 Court Security Cash Fund Grants

Submitted by Mark Westhoff

Submitted on 04/21/2023 8:52 AM Mountain Standard Time



Opportunity Details

Opportunity Information

Title

2023/24 Court Security Cash Fund Grants

Description

Grants to Colorado County Governments to provide funding for ongoing supplemental security staffing in the Counties with the most limited financial resources and for court security equipment, training of local security teams on issues of State court security, and emergency needs related to court security.

Background:

The Court Security Cash Fund Commission, Cash Fund, and Grant were established in 2007 with Senate Bill 07-118, codified in Section 13-1-201, C.R.S., et seq. The Commission and the Fund are intended to provide Colorado Counties with supplemental security funding at a facility containing a State court or probation office. While County governments are responsible for providing security for State court facilities, the level of funding and services that each County can provide varies throughout the State.

The statute mandates that moneys from the Fund be made available to Counties through grants for:

1. The provision of court security staffing to the Counties with the most limited resources,
2. The purchase of security equipment or related structural improvements,
3. The provision of training for the local security teams on issues of court security,
4. Miscellaneous funding needs associated with issues of court security or security equipment, or
5. Emergency needs related to issues of court security or court equipment.

Grants are issued through the State Court Administrator's Office upon recommendation by the Commission.

Awarding Agency Name

State Court Administrator's Office

Agency Contact

Name **Audrey
Boller**

Agency Contact

Phone **720-625-
5841**

Agency Contact Email

**CourtSecurity@judicial.state.co.
us**

Fund Activity Categories

Law, Justice and Legal Services

Opportunity

Manager **Audrey
Boller**

Announcement Type

Initial



Powers County Court Security
Powers

Announcement

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/e6df4e87-99d9-4fcc-994d-e1dbaeaf9693>

Is

Publish

ed Yes

Funding Information

Funding

Sources State



Prowers County Court Security
Prowers

Funding Source Description

Colorado Revised Statute, Section 13-1-201, et seq.

Award Information

Award Period

07/01/2023 - 06/30/2024

Award Announcement

Date 6/1/2023

Indirect Costs

Allowed No

Submission Information

Submission Window

03/21/2023 8:00 AM - 04/21/2023 5:00 PM

Submission Timeline

Type One Time

Allow Multiple

Applications No

Question Submission Information

Question Submission Open Date

03/21/2023 8:00 AM

Question Submission Close Date

04/21/2023 5:00 PM

Question Submission Email

Address

CourtSecurity@judicial.state.co.
us

Technical Assistance Session

Technical Assistance

Session Yes

Session Date and

Time 03/27/2023

10:00 AM

Conference Info / Registration Link

<https://judicial.webex.com/judicial/j.php?MTID=m20f5f76ece64bbc7b3db634bcd5427fc>

Eligibility Information



Eligibility

Type

Public

Eligible Applicants

- **County Governments**

Additional Eligibility

Information

Powers County Court Security
Powers



Prowers County Court Security
Prowers

Colorado County Governments

Grant awards are distributed based on the following priority schedule:

- a. Requests from counties that meet the criteria below shall have the highest priority, and
- b. Requests for moneys for personnel costs shall be given subsequent priority.

Grant Criteria:

Counties that meet at least 2 of the 4 criteria are given the highest priority for need-based grants for court security personnel services.

- a. Counties in which the total population is below the state median,
- b. Counties in which the per capita income is below the state median,
- c. Counties in which the property tax revenues are below the state median, or
- d. Counties in which the county population living below the federal poverty line is above the state median.

Additional Information

Additional Information URL

<https://www.courts.state.co.us/Administration/Unit.cfm?Unit=facility>

Additional Information URL Description

For full information on this grant, refer to the Grant Rules and Conditions via the link above.

Award Administration Information

Reporting

Reporting for this grant includes quarterly court security data and reimbursement requests.

Other Information

This is a reimbursement grant for actual approved expenses incurred by the County during the grant period. Grants from the Fund may not supplant any County funding for State court security needs.

Grant funds shall not be used for:

- 1. Architectural services,
- 2. Non-security related construction,
- 3. Firearms,
- 4. POST certification training,
- 5. Computers and computer servers— unless as an integral part of a security system, e.g. surveillance system, access control system;
- 6. Law enforcement equipment that could not clearly be identified as having a court security purpose,
- 7. Vehicles,
- 8. ADA compliance issues that do not concern security, or
- 9. Emergency lighting already required by a Fire Marshal.



Powers County Court Security
Powers

Project Information

Application Information

Application

Name

Powers County Court Security

Award

Requested

\$176,255.79

Total Award Budget

\$176,255.79

Primary Contact Information

Name

Mark Westhoff

Email Address

mwesthoff@powerscounty.net

Address

301 South Main Street, Suite 215
Lamar, Colorado 81052

Phone Number

(719) 336-
8029



Project Description

Uniform Application

Applicant Information

County

Name

Powers

Person entering this application

Applicant -

Name Mark

Westhoff

Applicant - Title

County

Administrator

Applicant - Email

mwesthoff@powerscounty.net

Applicant - Phone

7193368029

Who is the person in the county who should login to the SCAO's vendor contracting system, called Forum, to review and approve the contract language?

Contract Approver -

Name Michael

Davidson

Contract Approver -

Title Chief Judge

15th JD

Contract Approver - Email

mike.davidson@judicial.state.c

o.us

Who is the county representative authorized to sign the grant contract and who should receive the final contract from Docusign via email?

Contract Signer -

Name Ron Cook



Powers County Court Security
Powers

Contract Signer - Title
Chairman Board of County Commissioners

Contract Signer - Email
rcook@powerscount
y.net

Judicial District Information



Powers County Court Security
Powers

Please identify the County's Judicial District

15th

Court Executive -

Name Michael

Davidson

Chief Probation Officer - Name

Byron Hall

**Court Security Application****Acknowledgements**

The County acknowledges that the responsibility for providing adequate security for State Court facilities rests with the County governments and that the grant funds may not supplant any County funding.

☒ Yes

Personnel Requests: The County acknowledges that the intent of any approved personnel grant is to provide supplemental court security staffing at a facility containing a State Court or Probation Office. Grant recipient's employees and agents are not employees or agents of the Judicial Department. Recipient shall have no authorization, express or implied, to bind the Colorado Judicial Department to any agreements, liability or understandings except as expressly set forth herein. Each party will be responsible for its acts and those of its employees, agents and subcontractors, if any, during the term of this grant award. The recipient shall pay, when due, all required employment taxes and income tax withholding on any funds paid to it pursuant to this grant award.

☒ Yes

Personnel Requests: The County acknowledges that personnel grants are not intended to pay for any specific County employee, instead personnel grants are intended to provide supplemental staffing in addition to the County's staffing. This means that it is possible that grant funds may only cover a portion of a County security employee's salary and benefits. As an example, the grant may cover 60% of the employee's salary and benefits, while the County may cover 40%.

☒ Yes

Sheriff's Office Financial Information**Enter the requested information below**

Calendar 2023 approved annual budget \$
\$3,717,544.00

Calendar 2022 actual annual expenses \$
\$3,615,885.00

Court Security Staffing**Enter the requested information below for the grant period of 7/1/2023 - 6/30/2024**

Enter the total annual number of court security staffing hours that the County will provide from the County's budget.

0

Enter the total annual number of court security staffing hours that the County is requesting from this grant.

2930

What is the average number of on-site security hours per week provided at a facility containing a State court or probation office?

56



Powers County Court Security
Powers

Narrative

Please describe the County's plan for building security

The Powers County Court Security Team continues to meet the criteria for statutory priority status. We have benefited greatly from the prior generous awards of grant monies which have afforded us Courthouse security personnel as well as related infrastructure and equipment. Our Court Security Team is comprised of our three Judges, three County Commissioners, Sheriff, Chief Probation Officer, and District Court Administrator. We continue to work together to set our Courthouse security priorities and greatly appreciate the opportunity to apply for your funding.



Prowers County Court Security Prowers

We know that our community is safer because of the security investment made in our Courthouse. The public has access to the Courts, Court Administration, Probation, Useful Public Service, Treasurer, Assessor, Clerk & Recorder, Commissioners and County Administration, all of which are located in the Courthouse.

For FY 2023-2024 we are requesting a total of **\$176,255.79** in order to maintain and enhance our court security efforts.

It goes without saying that our request for on-going, additional funding is imperative. We strive to continue to provide a secure workplace for the state and county employees whose offices are located in the Courthouse, as well as a safe environment for the citizens who need access to the services provided by the courts, probation, and local government offices therein.

Please describe how the County will use the requested grant funds

As a result of the continued Court Security Grant funding, we have been able to sustain our Court Security Personnel at the courthouse entrance, which is our highest priority. In addition to this security personnel, we would like to obtain additional funding to provide security personnel in our courtrooms during trials. The total FTE for courthouse security personnel under this model would be 2, costing approximately **\$138,880.79**.

We would like to continue to contract with Detention Alternative Program (DAP) in Pueblo County at the annual rate of **\$25,200.00** to provide staff support to accommodate video detention hearings, saving the County and Courts time and money each year while offering appropriate legal services to citizens.

The County is currently updating the existing security camera system for the Courthouse at County expense of \$14,700. With the new server, we can add additional cameras at a lower cost than in the past. We request 16 additional security cameras for the protection of our employees and citizens. These cameras would be placed on all 4 sides of the courthouse & in parking areas. The cost for this added security would be **\$12,175.00**.

To summarize, the associated estimated costs of our 2023-2024 Court Security priorities are as follows:

1.	\$138,880.79	Court Security Personnel Expenses
2.	\$ 25,200.00	DAP Video Conferencing Services
3.	\$ 12,175.00	Camera Security System

We can produce supporting documentation regarding the above-referenced items. We greatly appreciate your past support as well as the opportunity to apply for additional funding to sustain and improve our security measures. Should you need any additional information, please feel free to contact us.



Powers County Court Security
Powers

County's Approval

County Representative - I have reviewed this application and approve the request. By checking Yes and typing my name below, I am electronically signing this application.

☒ Yes

County Representative -

Name Ron COOK

County Representative - Title

Commissoner

County Representative - Email

rcook@powerscounty.net



Powers County Court Security
Powers

Sheriff's Approval

Sheriff - I have reviewed this application and approve the request. By checking Yes and typing my name below, I am electronically signing this application.

☒ Yes

Sheriff -

Name

Sam

Zordel

Sheriff - Email

szordel@powerscounty.net



Powers County Court Security
Powers

Chief Judge's Approval

Chief Judge - I have reviewed this application and approve the request. By checking Yes and typing my name below, I am electronically signing this application.

☒ Yes

Chief Judge - Name

Mike Davidson

Chief Judge - Email

mike.davidson@judicial.state.co.
us



Proposed Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
Personnel		
Court Security Personnel	\$138,880.79	\$138,880.79
Subtotal	\$138,880.79	\$138,880.79
Equipment		
Security Camera System	\$12,175.00	\$12,175.00
Subtotal	\$12,175.00	\$12,175.00
Other		
DAP Video Detention Hearings	\$25,200.00	\$25,200.00
Subtotal	\$25,200.00	\$25,200.00
Total Proposed Cost	\$176,255.79	\$176,255.79

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	\$176,255.79	\$176,255.79
Subtotal	\$176,255.79	\$176,255.79
Total Proposed Revenue	\$176,255.79	\$176,255.79

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Personnel

Describe how the amount was calculated, including the anticipated annual hours.

Court Security Personnel

As a result of the continued Court Security Grant funding, we have been able to sustain our Court Security Personnel at the courthouse entrance, which is our highest priority. We anticipate



Powers County Court Security
Powers

annual 2080 hours for this position plus around 850 hours of overtime per year. In addition to this security personnel, we would like to obtain funding to provide additional 2080 hours of security personnel in our courtrooms during trials. The total FTE for courthouse



Prowers County Court Security
Prowers

security personnel under this model would be 2, costing approximately \$138,880.79.

Equipment

Describe each item to be purchased, including the quantity and price.

Security Camera System

The County is currently updating the existing security camera system for the Courthouse at County expense of \$14,700. With the new server, we can add additional cameras at a lower cost than in the past. We request 16 additional security cameras for the protection of our employees and citizens. These cameras would be placed on all 4 sides of the courthouse & in parking areas. The cost for this added security would be \$12,175.00.

Other

Describe each item to be purchased, including the quantity and price.

DAP Video Detention Hearings

We would like to continue to contract with Detention Alternative Program (DAP) in Pueblo County at the annual rate of \$25,200.00 to provide staff support to accommodate video detention hearings, saving the County and Courts time and money each year while offering appropriate legal services to citizens.

Revised Budget – Awarded Amount

No revisions – requested budget was awarded

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 7-11-2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 7-5-2023

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of accepting Purchase Order, QAAA, 202300012247 between Colorado Department of Early Childhood and Prowers County Department of Human Services for the provision of Community Based Child Abuse Prevention Implementation Support in the amount of \$24,999.99, expiration date 12-31-23.

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on: 7-5-2023



STATE OF COLORADO
Department of Early Childhood

Page 1 of 1

ORDER		*****IMPORTANT*****				
Number:	PO,QAAA,202300012247	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	6/16/23	BILL TO				
Description:	CBCAP Implementation Support	Department of Early Childhood 710 S. Ash Building C Denver, CO 80246				
Effective Date:	06/16/23	SHIP TO				
Expiration Date:	12/31/23	Department of Early Childhood 710 S. Ash Building C Denver, CO 80246				
BUYER		SHIPPING INSTRUCTIONS				
Buyer:	Renee Fitch	Delivery/Install Date: -				
Email:	renee.fitch@state.co.us	FOB:				
VENDOR						
PROWERS COUNTY Public Health & Environment 1001 S MAIN ST LAMAR, CO 81052						
Contact:	Steven Lindauer					
Phone:	3033491961					
VENDOR INSTRUCTIONS						
EXTENDED DESCRIPTION						
CBCAP Implementation Support per attached SOW, Additional & Federal Provisions						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	\$24,999.00	<input type="checkbox"/>
Description: CBCP						
Service From: 06/16/23		Service To: 12/31/23				
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						
DOCUMENT TOTAL = \$24,999.00						

STATEMENT OF WORK (SOW)

**PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
1001 S. MAIN ST.
LAMAR, CO 81052**

UPON EXECUTION – DECEMBER 31, 2023

INTRODUCTION/BACKGROUND

Prowers County is geographically situated in the lower Southeast corner of Colorado and ranks 36th in size of the 64 counties in Colorado. The county is 1,645 square miles with a population density of 7.9 per square mile and encompasses the towns of Lamar (county seat), Wiley, Granada, Holly and Hartman. The US Census Small Area Income and Poverty Estimates report that 19.2% of Prowers County's total population lives in poverty. In 2022, Kids Count reported 60.6% of school age children qualified for free/reduced lunch compared to 37.2% in the State and 21.7% of children under 18 years of age were living in poverty compared to 10.6% in the State. Child abuse rate (per 1,000) were 6 in 2020. Maltreatment allegations, by type, for the most recent reporting period were physical abuse 32%, neglect 58%, medical neglect 0%, sexual abuse 5% and physical/emotional maltreatment 6%. Comparatively, statewide rates were as follows: physical abuse 18%, neglect 71%, medical neglect 2%, sexual abuse 7% and physical/emotional maltreatment 4%.

In early 2018, Prowers County began working with Early Milestones to begin the process of completing a Child Maltreatment Prevention Framework. We partnered with over 20 community agencies throughout the process, held 4 parent focus groups with a total of 40 parents, collected 253 Parent Asset surveys, and met with building administration from each of the schools within the Lamar School District to discuss the needs of the children and families in our community. The Collaborative Management Program (which DHS is a mandated participant and partner) then worked and administered surveys to parents during parent/teacher conferences to ascertain interest in family learning opportunities and community discussions. What was determined from the focus groups and volumes of surveys that were returned is that parents need support and connection to resources within the community. Additionally, service providers reported that the intergenerational poverty and addiction rates in this area have had a significant impact on parent engagement and a general lack of understanding by parents of their child's needs, development and how to actively support their children.

Since completion of our first round of the CMPF, our community has applied for the Community Based Child Abuse Prevention grants, successfully opened a community resource center, deployed simultaneous interpretation equipment, engaged in specific and strategic work on fatherhood engagement and services, have partnered with schools and community businesses to discuss Career Technical Education programs, hosted trauma informed trainings for numerous community partners, implemented family learning nights, started Circle of Parents and Circle of Fathers, expanded our adult education program through ongoing GED services, developed a dashboard of community data (however funding ended), and partnered to participate in Unite Us.

SCOPE OF WORK

With the funds available from the Colorado Department of Early Childhood, the Prowers County CMP Subcommittee shall partner with a contracted facilitator to ensure all aspects of the plan are recognized, discussed, and formulated in a timely manner. The CMP Subcommittee shall utilize data collections services offered at no cost through the University of Denver and supplement this with a review of relevant county data, as well as at least one focus group or community cafe. The parent input data shall be used to inform the development of a work plan to be completed by the end of December 2023. The work plan shall prioritize primary prevention activities to include parental resilience, social connections, concrete support for parents, knowledge of parenting and child development, and social/emotional competence of children.

PERIOD OF PERFORMANCE

Upon Execution – December 31, 2023



WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Through the engagement of the community, public and private agencies and providers, Prowers County shall develop a Child Maltreatment Prevention Plan. As a result of this process, we shall identify needed policies, opportunities for community development, community supports, and direct services for families. Prowers County shall have a work plan that outlines how investments shall be directed to existing resources and new, innovative approaches shall be used to prevent child maltreatment and promote child well-being.				
Key Activity A: Identify and Frame the Scope of Work					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Identify and convene a group of leaders and family voice		Monthly in person or by phone meetings to be held with CMP Subcommittee. Subcommittee includes a representative from the major family serving systems within [County] and at least one family voice representative. Generate discussion around a vision for child maltreatment prevention and determine the response.	The development of a share mission and vision for the work.	The Cornerstone Resource Center Executive Director and Human Services Director	State Contractor Funds
Identify and hire a contracted facilitator		An experienced facilitator shall be hired to lead the plan development work for the group.	Signed contract with the selected facilitator and that person's presence at the meetings starting in	The Cornerstone Resource Center Executive Director and Human Services Director	State Contractor Funds
Analyze county data to determine community strengths and areas of need		Data collection from Prowers County. Data shall be analyzed at monthly meetings and discussion of the meaning of the data and what story it tells	Create an outline of what is working and what is not, for families in Prower	The Cornerstone Resource Center Executive Director and Human Services Director, CMP Coordinator, members of the Preventions Subcommittee, and Facilitator	State Contractor Funds



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Compile and discuss services currently available to families		Determine what services are provided and gaps in services within the county	Outline of who provides services, what services are provided, and identified lack of services or barriers to service.	The Cornerstone Resource Center Executive Director and Human Services Director, CMP Coordinator, and members of the Preventions Subcommittee	State Contractor Funds
Compile additional data that is currently not available		Solicit feedback from families in the county through at least one community café or focus group. Feedback to include strength based questions, such as what is going well in the county, what do they rely on? Also utilize Survey Monkey for feedback from those unable to attend in person	Utilization of DU for free data support and review zip code . Data. Creation of community cafes or focus group goals, methods, and questions. Creation of the Survey Monkey emails.	The Cornerstone Resource Center Executive Director and Human Services Director, CMP Coordinator, members of the Preventions Subcommittee, and Survey Vendor (DU)	State Contractor Funds
Key Activity B: Plan for Action					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Convene stakeholders to review information and prioritize action		Convene partners and parents to share information gathered, identify trends in what is working and areas of need, prioritize action. Discussion to include school readiness, preventive family services, mental health, maternal health, and [other community partners]	Information prioritized and 3-4 areas of focus selected. Information then utilized to draft plan	The Cornerstone Resource Center Executive Director and Human Services Director, CMP Coordinator, members of the Preventions Subcommittee, and Facilitator	State Contractor Funds



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Share plan with system professionals and the community to ensure saturation		Information shared at appropriate community gatherings and with appropriate public information officers, school organizations, faith community, recreational organizations, and services systems.	Community of aware of the plan. Documentation to ensure entities have been contacted and ensure saturation of information.	The Cornerstone Resource Center Executive Director and Human Services Director, CMP Coordinator, and members of the Preventions Subcommittee	State Contractor Funds
Key Activity C: Plan Development					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Monitor and evaluate priorities set in the plan		CMP Prevention Subcommittee review updated data and implementation of priorities in the community.	Survey of CMP subcommittee and service providers in the community	The Cornerstone Resource Center Executive Director and Human Services Director, CMP Coordinator and CMP subcommittee	State Contractor Funds
Finalize CMP Plan		CMP Plan with strategies prioritized for implementation	Completed CMP plan	The Cornerstone Resource Center Executive Director and Human Services Director, CMP Coordinator and CMP subcommittee	State Contractor Funds

SCHEDULE/MILESTONES

A work plan shall be developed, agreed upon, and shared with the Prowers County community and professional systems network. The work plan shall outline priorities identified via existing data analysis, community focus groups and surveys. Priorities shall be agreed upon, to be held following the data analysis and focus group and resources identified as helpful and/or needed in the county. We anticipate findings of increased collaboration and communication about what resources and knowledge prevents child maltreatment. The group has a goal of revising, improving, and/or expanding current policies and procedures, when possible, for how families access resources prior to child welfare involvement.



ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Colorado Department of Early Childhood (CDEC), Community Based Child Abuse Prevention Program. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.



Colorado Department of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Lincoln County Human Services	Program Contact Name, Title	Andy Lorensen, Lincoln County Human Services Director
Budget Period	Upon Execution - September 30, 2023	Phone	719.743.2404 x244
Project Name	Community Based Child Abuse Prevention (CBCAP) Child Maltreatment Plan	Email	andrew.loresen@state.co.us
Fiscal Contact Name, Title	Andy Lorensen, Lincoln County Human Services Director	Phone	719.743.2404 x244
		Email	andrew.loresen@state.co.us

Expenditure Categories						
Personnel Services - Salaried Employees						FFY 2023
Position Title	Description of Work and Fringe Benefits Include: Medical, Dental and Vision Insurance	Gross or Annual Salary	Fringe	Number of Months on Project	Percent of Time on Project	Total Amount Requested from CDEC
CMP Coordinator	Coordinator will provide supervision and guidance to Contract Facilitator and will be responsible to ensure deliverables are being met and assist with any challenges identified.	\$63,210	\$18,790	6	10%	\$4,100
Total Personnel Services (including fringe benefits)						\$4,100

Contractors/Consultants (payments to third parties or entities)		FFY 2023
Name	Description of Item	Requested from CDEC
Facilitator	Contract facilitator to provide facilitation of the following meetings. Leadership Team Mtg #1 (3-4 hours) to review the parent surveys and county data to begin populating a SWOT analysis (strengths, weaknesses, opportunities, and threats). Meeting #2 (3-4 hours) is then held about 1 month later and kicks off with reviewing and finalizing the SWOT, leading into the brainstorming process for action plan priorities. Ideas are organized under each of the Channels for Change and mapped to the Colorado Maltreatment Prevention Framework. Meeting #3 (4 hours) includes a process for prioritizing the brainstormed ideas and choosing the final 3-4 priorities for the plan. Meeting #4 (2-3 hours) is dedicated to developing the final action plan for child maltreatment prevention. This includes mileage and per diem.	\$15,000
Total Contractors/Consultants		\$15,000

Travel		FFY 2023
Item	Description of Item	Requested from CDEC
	No costs in this category shall be reimbursed by CDEC	\$0
Total Travel		\$0

Supplies & Operating Expenses		FFY 2023
Item	Description of Item	Requested from CDEC
	No costs in this category shall be reimbursed by CDEC	\$0
Subtotal		\$0

Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)		FFY 2023
Item	Description of Item	Requested from CDEC
Participant Support Costs - (Parent Representative)	Providing gift cards for filling out a community needs survey	\$5,900
Subtotal Items removed from MTDC		\$5,900
Total Supplies & Operating Expenses		\$5,900

Training and Technical Assistance		FFY 2023
Item	Description of Item	Requested from CDEC
	No costs in this category shall be reimbursed by CDEC	\$0
Total Training and Technical Assistance		\$0

TOTAL DIRECT COSTS		FFY 2023
		\$25,000

MODIFIED TOTAL DIRECT COSTS (MTDC)		FFY 2023
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.		\$19,100

Indirect Costs		FFY 2023
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]		Requested from CDEC
Item	Description of Item	Requested from CDEC
Indirect Rate	No costs in this category shall be reimbursed by CDEC	\$0
Total Indirect		\$0
TOTAL		\$25,000

*Figures are rounded using basic accounting standards. (0.00-0.49 = 0; 0.50-0.99 = 1.0)



ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

The Contractor shall provide the services according to the plans submitted in the "Statement of Work", attached and incorporated herein by this reference as **EXHIBIT A**. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

2. GOALS AND OBJECTIVES

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. COPY OF SUBCONTRACT

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

4. PAYMENT

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (**EXHIBIT B**), of this contract.

- A.** The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.
- B.** Payment shall be made on a cost reimbursement basis for services rendered.
- C.** It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**
- D.** **IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC.** If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- E.** **Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month.**

Final invoices for services provided September shall be submitted no later than 30 days following the last day of the month.



- F.** The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G.** It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- H.** The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor. This provision does not allow for a reduction in the rate of pay.

5. PARTICIPATION

The Contractor representative(s) is required to participate in any Office of Early Childhood sponsored meetings related to this contract.

6. SUPPLANTING

Payments made to the Contractor under this contract shall supplement and not supplant other state, local or federal expenditures for services associated with this contract.

7. BUDGET CHANGES

Contractor may request in writing adjustments to the direct costs in the current year budget (**EXHIBIT B**) not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 10%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDEC. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDEC staff. This process shall never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.

8. TRAVEL

Travel costs must be listed in Exhibit B – Budget under travel including airfare, hotel, mileage and per diem costs.

- A.** Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>



- B.** Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>
- C.** Hotel rates cannot exceed any rate established for conference attendance.
- D.** Usage of airfare or Out of State Travel requires pre-approval from CDEC.

9. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State, and all Work Product shall be delivered to the State by Contractor upon completion, by request, or termination hereof. This ownership implies that CDEC has full control of these data, reports and analyses, as well as full access to these data, report and analyses. Control implies full and complete control as to how any and all data, records, analyses and reports produced as part of this contract are used. Access implies full and complete access to any and all data, records, analyses and reports produced as part of this contract. Upon request by CDEC at any time and from time to time and without regard to the default status of the parties under this contract, the contractor and/or its subcontractors shall promptly deliver to CDEC all existing data, records, analyses and reports in electronic format and in such hard copy as exists on the date of the request by CDEC.

The State's exclusive rights in such work product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such work product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written approval of the State.

10. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Department of Early Childhood (CDEC), the agency must report in writing the details of the critical incident to the CDEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

11. MANDATED REPORTING

- A.** All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B.** All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.



12. GIFT CARDS

The Distribution of Gift Cards, where applicable, shall adhere to the following:

- A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.
- B. The contractor agency's gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.
- C. Gift Cards must be distributed to recipients within five (5) business days of purchase.
- D. Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.
- E. Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.
- F. The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
- G. The contractor shall be held responsible for inappropriate use of gift cards.

EXHIBIT D, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
 - 2.1.7. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
 - 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- 2.1.8.2. Is not organized primarily for profit; and
- 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. "OMB" means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
 - 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>

C. Hotel rates cannot exceed any rate established for conference attendance.

D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

9. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State, and all Work Product shall be delivered to the State by Contractor upon completion, by request, or termination hereof. This ownership implies that CDEC has full control of these data, reports and analyses, as well as full access to these data, report and analyses. Control implies full and complete control as to how any and all data, records, analyses and reports produced as part of this contract are used. Access implies full and complete access to any and all data, records, analyses and reports produced as part of this contract. Upon request by CDEC at any time and from time to time and without regard to the default status of the parties under this contract, the contractor and/or its subcontractors shall promptly deliver to CDEC all existing data, records, analyses and reports in electronic format and in such hard copy as exists on the date of the request by CDEC.

The State's exclusive rights in such work product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such work product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written approval of the State.

10. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Department of Early Childhood (CDEC), the agency must report in writing the details of the critical incident to the CDEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

11. MANDATED REPORTING

- A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

- 5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Grantee is a Subrecipient, Grantee shall report as set forth below.
- 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
- 8.1.1.1. Subrecipient Unique Entity ID;
 - 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, the following data elements:
- 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.

- 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7-11-2023

Submitter: Stephanie Gonzales, SECED

Submitted to the County Administration Office on: 7-5-2023

Return Originals to: Stephanie Gonzales & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 7-5-2023 email poll approval for Professional Services Agreement between Prowers County, Southeast Colorado Enterprises Development, Inc (SECED) and Williford, LLC regarding the IHOP Grant, Prowers County is acting as the Fiscal agent and authorizing Ron Cook, Chairman of the Board to execute the document.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on: 7-5-2023

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made the 20th day of June, 2023 by and between **Prowers County (Grantee), Southeast Colorado Enterprise Development, Inc. (Responsible Grant Administrator) and Williford, LLC and My Rural Planner (Contractors)**, (hereinafter Contractors) for the purpose of defining responsibilities and compensation related to work on the Southeast Colorado Regional Housing Strategies & Planning project (hereinafter Project).

WHEREAS Contractors, has expertise in preparing Housing Strategies & Planning Documents; and

WHEREAS Prowers County and Southeast Colorado Enterprise Development, Inc. desire to engage the Contractors to render professional services for the Project as represented by this agreement and further identified in the "Proposal" dated April 28, 2023.

NOW THEREFORE, the parties mutually agree as follows:

The Contractors shall perform and carry out in a satisfactory and proper manner those services for the project as set out as per the "Proposal" and cover the Region defined in Appendix I, and attached to and incorporated herein.

Changes. SECED may require changes in the scope of services of Contractors. Such changes, including any changes in Contractors' services or compensation, must be mutually agreed upon by all parties.

Personnel. Contractors represents that they have, or will secure at their own, all personnel required in performing the services for the Project as described in "Proposal".

Time of Performance. The services of the Contractors are to commence as soon as practicable after the execution of this agreement. The Project shall be completed no later than June 30, 2024 unless otherwise mutually agreed upon in writing prior to that date.


Compensation. SECED agrees to pay Contractors for the services in an amount not to exceed \$100,000 to perform the Regional Housing Strategies covering six counties of Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties. Payment will be issued within 15 days of receiving a billing from Contractors, based on acceptable completion and progress of the Project as agreed upon by SECED and the Contractors.

Independent Contractors. Contractors are independent Contractors and nothing in this agreement shall constitute or designate Contractors employees or agents of SECED.

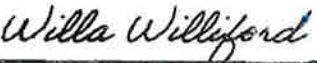
Page 2 - AGREEMENT between Prowers County (Grantee), Southeast Colorado Enterprise Development, Inc. (Responsible Grant Administrator) and Williford, LLC and My Rural Planner (Contractors).


Termination of Agreement for Cause. If, through any cause, the Contractors should fail to fulfill in a timely and proper manner his/her obligations under this agreement, or if the Contractors shall violate any of the covenants, agreements, or stipulations of this agreement. SECED, Inc. shall have the right to terminate this agreement for cause by giving written notice to the Contractors of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished work prepared by the Contractors under this agreement shall, at the option of SECED become its property, and the Contractors shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Severability. Should any section of this agreement be found to be invalid, all other sections shall remain in full force and effect. This agreement contains the entire intention of all parties. Any modifications or amendments require the consent of all parties.

By:  Date 7/5/2023
Ron Cook
Prowers County Chair Board of County Commissioners

By:  Date 6/21/23
Stephanie Gonzales, Executive Director
Southeast Enterprise Development, Inc.

By:  Date 6/21/23
Willa Williford, Williford, LLC

By:  Date 6/21/23
Michael Yerman, My Rural Planner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 07/11/2023

Submitter: Mark Westhoff, County Administrator

Submitted to the County Administration Office on: 07/05/2023

Return Originals to: Jana Coen & Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of terminating COVID-19 Illness and Sick Leave Policy that was adopted on August 18th, 2020 and was effective starting August 15th, 2020, and authorizing County Administrator to send a corresponding memo to County employees.

Justification or Background: In compliance with the Public Health Emergency (PHE) Leave requirement in the Colorado Healthy Families and Workplaces Act (HFWA), the Prowers BOCC adopted a COVID-19 Illness and Sick Leave Policy on August 18th, 2020 and sent a memo to County employees outlining the policy. With the end of the PHE on June 8th, 2023, employers are no longer required to provide PHE Leave.

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

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

Approved by the County Attorney on: N/A

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 07/11/2023

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 07/05/2023

Return Originals to: Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of adding a rehire provision to County Health Pool Policy, include effective date and waiting period for employee rehire

Justification or Background:

An increase in employees who are rehired after a short lapse in employment has led to the need to consider adding a rehire provision into our County Health Pool

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

Approved by the County Attorney on:

Additional Approvals (if required):