

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

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

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

**WORK SESSION**

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

9:30 a.m. Michelle Hiigel, Prowers County Land Use Administrator  
- Commercial Fencing grant update

10:00 a.m. BOCC  
- Updates

11:00 a.m. Jordan Kemp and Larry McLemore, Lamar Community College  
- LCC EMT Grant Update

**MEETING AGENDA**

Invocation

Pledge of Allegiance

1:00 p.m. Call Meeting to Order

Roll Call

### **CONSENT AGENDA ACTION ITEMS:**

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of August 29, 2022 Meeting Minutes

### **PUBLIC APPEARANCES**

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

#### **Mark Westhoff**

- County Administrator Update

#### **Rose Pugliese, Esq.**

- County Attorney Update

### **EXECUTIVE SESSION**

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

### **ACTION ITEMS:**

1. Consider ratifying 9-1-2023 email poll approval for County Veteran Service Officer's Monthly Report and Certification of Pay – July 2023 and authorizing the use of Chairman Ron Cook's signature stamp.
2. Consider ratifying August 24, 2023 email Poll approval of the 2023 Abstract of Assessment (C.R.S. §39-5-123) Colorado Department of Local Affairs – Division of Property Taxation.
3. Consider approval of Underground and Utility Permit No. 958 for 5G Irrigation LLC., installing a Water line with casing and crossing County Road M and County Road 38 intersection.
4. Consider approval of Underground and Utility Permit No. 959 for May Valley Water Association, installing new water service on Prowers County Road RR and no permit fee assessed.

5. Consider approval of an addendum to the ACH Origination Agreement limits from \$500,000 to \$600,000 for Frontier Bank Account Number ending in 225.
6. Consider approval of Certification of Consolidated Cost Allocation Plan for the year ending December 31, 2022.
7. Consider approval of Southeastern Colorado Regional Emergency Trauma Advisory Council (SECRETAC) Grant Application for the amount of \$7,437.94 for the benefit of Prowers County and Holly Volunteer Ambulance Service and authorizing Chairman Ron Cook to execute the document.
8. Consider approval of Southeastern Colorado Regional Emergency Trauma Advisory Council (SECRETAC) Grant Application for the amount of \$7,500.00 for the benefit of Prowers County and Lamar Ambulance Service and authorizing Chairman Ron Cook to execute the document.
9. Consider ratifying 9-5-2023 email poll approval of a Letter of Support sent to Elizabeth O'Rear in the Colorado Tourism Office regarding Prowers County's support to use their money generated from the 2% Lodging Tax as a source of match money for CTO Marketing Match Grant in the amount of \$20,000.
10. Consider approval of Standard Lease Agreement between Prowers County Department of Human Services and Otero Junior College for property located at 607 Savage Ave., Lamar, CO 81052 in the amount of \$34,560 and authorizing Department of Human Services Director, Lanie Meyers-Mireles, to execute the agreement.
11. Consider approval of Purchase of Service Contract between Prowers County Department of Human Services and Emily Nolan for the purposes of procuring General Education Development (GED) preparation course, term to expire June 30, 2024.
12. Consider approval of Contract Amendment #5 Contract Number 24 QAAA 184344 to Original Contract Number 21 IHIA 168429 between Prowers County Department of Human Services and Colorado Department of Early Childhood in the amount of \$450,580, expiration 9-29-2024 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement electronically.
13. Consider approval of Case Management Retention Phase 3 Grant Application for OLTC Retention Payments, in the amount of \$1,000 per OLTC Staff Members and authorizing Meagan Hillman, Public Health Director to execute the document electronically.

**PREVIOUSLY TABLED ACTION ITEMS:**

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

***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:** 9-12-2023

**Submitter:** Gary Harbert, Veteran's Officer

**Submitted to the County Administration Office on:** email poll 9-1-2023

**Return Originals to:** 1 Original BOCC, 1 Original to Veteran's Office

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 9-1-2023 email poll approval for County Veteran Service Officer's Monthly Report and Certification of Pay - July 2023 and authorizing the use of Chairman Ron Cook's signature stamp.

**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 Division of Veterans Affairs**  
**County Veterans Service Officer Monthly Report**  
**State Fiscal Year 2023-2024**

**County:**

**Month:**

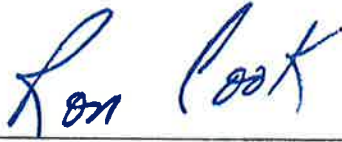
In compliance with C.R.S. § 28-5-707 and in support of semiannual payment, we hereby certify that 179 hours have been worked by accredited veterans service officers and in the month stated above.

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


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

Telephone Calls	110
Emails	78
Appointments	40
Outreach Events	1
Total Served	229

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



County Commissioner or Designee



Date

Please return this form no later than the 10<sup>th</sup> of the following month

to: Colorado Division of Veterans Affairs

[cdvainfo@dmva.state.co.us](mailto:cdvainfo@dmva.state.co.us)

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9-12-2023

**Submitter:** County Assessor, Andy Wyatt

**Submitted to the County Administration Office on:** email poll 8-24-2023

**Return Originals to:** Jana Coen and Andy Wyatt

**Number of originals to return to Submitter:** 3

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying August 24, 2023 email Poll approval of the 2023 Abstract of Assessment (C.R.S. §39-5-123) Colorado Department of Local Affairs - Division of Property Taxation.

**Justification or Background:**

Annual Abstract of Assessment

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

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**Prowers - 2023**

**Abstract of Assessment (CRS 39-5-123)**

**Colorado Department of Local Affairs - Division of Property Taxation**

**Cover Page**

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<b>Year:</b>	2023
<b>Jurisdiction:</b>	Prowers
<b>Assessor:</b>	Andrew Blake Wyatt
<b>Contact:</b>	Andrew Blake Wyatt
<b>Phone Number:</b>	7196883330
<b>Email:</b>	awyatt@prowerscounty.net
<b>Fax Number:</b>	719-336-7232

**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****Vacant**

<b>Description</b>	<b>Land</b>	<b>Improvements:</b>	<b>Total:</b>
Possessory Interest (0010)	\$0	\$0	\$0
Residential Lots (0100)	\$294,993	\$0	\$294,993
Commercial Lots (0200)	\$177,240	\$0	\$177,240
Industrial Lots (0300)	\$13,235	\$0	\$13,235
Planned Unit Development Lots (0400)	\$0	\$0	\$0
Less Than 1.0 Acre (0510)	\$1,670	\$0	\$1,670
1.0 to 4.99 Acres (0520)	\$4,851	\$0	\$4,851
5.0 to 9.99 Acres (0530)	\$1,895	\$0	\$1,895
10.0 to 34.99 Acres (0540)	\$34,006	\$0	\$34,006
35.0 to 99.99 Acres (0550)	\$0	\$0	\$0
100.0 Acres and Up (0560)	\$0	\$0	\$0
Minor Structures on Vacant Land (0600)	\$0	\$0	\$0
Non-Minor Structures (0700)	\$0	\$27,230	\$27,230
	<b>\$527,890</b>	<b>\$27,230</b>	<b>\$555,120</b>
<b>Grand Total:</b>			<b>\$555,120</b>

**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****Residential**

<b>Description</b>	<b>Land</b>	<b>Improvements:</b>	<b>Total:</b>
Possessory Interest (1020)	\$0	\$0	\$0
Single Family Residence (1112, 1212)	\$1,350,346	\$22,164,039	\$23,514,385
Farm/Ranch Residences (4277)	\$0	\$2,209,496	\$2,209,496
Duplexes-Triplexes (1115, 1215)	\$19,165	\$333,809	\$352,974
Multi-Units (4-8) (1120, 1220)	\$15,213	\$350,174	\$365,387
Multi-Units (9 & Up) (1125, 1225)	\$8,278	\$604,284	\$612,562
Condominiums (1230)	\$0	\$0	\$0
Manufactured Housing (1135, 1235)	\$140,657	\$1,268,080	\$1,408,737
Farm/Ranch Manufactured Housing (4278)	\$0	\$424,965	\$424,965
Manufactured Housing Parks (1140, 1240)	\$24,237	\$5,048	\$29,285
Partially Exempt (Taxable Part) (1150, 1250)	\$0	\$0	\$0
Property Not Integral to Agricultural Operation (1177, 1277)	\$0	\$0	\$0
Mfd Housing Not Integral to Agricultural Operation (1278)	\$0	\$0	\$0
	<b>\$1,557,896</b>	<b>\$27,359,895</b>	<b>\$28,917,791</b>
<b>Grand Total:</b>			<b>\$28,917,791</b>

**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****Commercial**

<b>Description</b>	<b>Land</b>	<b>Improvements:</b>	<b>Total:</b>
Airport - Possessory Interest (2020)	\$0	\$0	\$0
Entertainment - Possessory Interest (2021)	\$0	\$0	\$0
Recreation - Possessory Interest (2022)	\$0	\$0	\$0
Other Comm - Possessory Interest (2023)	\$0	\$0	\$0
Merchandising (2112, 2212)	\$418,217	\$1,558,359	\$1,976,576
Lodging (2115, 2215)	\$176,934	\$3,974,357	\$4,151,291
Renewable Energy (2117, 2217)	\$0	\$0	\$0
Offices (2120, 2220)	\$104,137	\$1,438,166	\$1,542,303
Recreation (2125, 2225)	\$8,509	\$61,017	\$69,526
Limited Gaming (2127, 2227)	\$0	\$0	\$0
Special Purpose (2130, 2230)	\$948,612	\$9,063,871	\$10,012,483
WareHouse/Storage (2135, 2235)	\$148,932	\$881,428	\$1,030,360
Multi-Use (3+) (2140, 2240)	\$18,462	\$105,065	\$123,527
Commercial Condominiums (2245)	\$0	\$0	\$0
Partially Exempt (Taxable Part) (2150, 2250)	\$3,568	\$71,634	\$75,202
	<b>\$1,827,371</b>	<b>\$17,153,897</b>	<b>\$18,981,268</b>

**Personal Property**

Residential Personal Property (1410)	\$994
Comm Personal Property - Possessory Interest (2040)	\$0
Limited Gaming Personal Property (2405)	\$0
Other Commercial Personal Property (2410)	\$8,114,276
Lodging Personal Property (2412)	\$6,346
Renewable Energy Personal Property (2415)	\$0

**\$8,121,616****Grand Total:****\$27,102,884**



**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation**

			Industrial
Description	Land	Improvements:	Total:
Possessory Interest (3020)	\$0	\$0	\$0
Contract/Service (3112, 3212)	\$0	\$0	\$0
Manufacturing/Processing (3115, 3215)	\$118,970	\$1,512,157	\$1,631,127
Manufacturing/Milling (3120, 3220)	\$0	\$0	\$0
Refining/Petroleum (3125, 3225)	\$0	\$0	\$0
Industrial Condominiums (3230)	\$0	\$0	\$0
	\$118,970	\$1,512,157	\$1,631,127
			Personal Property
Industrial Personal Property - Possessory Interest (3040)			\$0
Other Industrial Personal (3410)			\$2,682,483
			\$2,682,483
<b>Grand Total:</b>			<b>\$4,313,610</b>

**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****Agricultural**

<b>Description</b>	<b>Land</b>	<b>Improvements:</b>	<b>Total:</b>
Possessory Interest (4020)	\$0	\$48,940	\$48,940
Sprinkler Irrigation (4107)	\$4,845,181	\$0	\$4,845,181
Flood Irrigation (4117)	\$19,418,351	\$0	\$19,418,351
Dry Farm Land (4127)	\$11,785,001	\$0	\$11,785,001
Meadow Hay Land (4137)	\$0	\$0	\$0
Grazing Land (4147)	\$2,814,514	\$0	\$2,814,514
Orchard Land (4157)	\$0	\$0	\$0
Farm/Ranch Waste Land (4167)	\$44,462	\$0	\$44,462
Forest Land (4177)	\$0	\$0	\$0
Farm/Ranch Support Buildings (4279)	\$0	\$3,331,370	\$3,331,370
All Other AG Property [CRS 39-1-102] (4180, 4280)	\$116,470	\$2,463,022	\$2,579,492
	<b>\$39,023,979</b>	<b>\$5,843,332</b>	<b>\$44,867,311</b>
			<b>Personal Property</b>
All Other AG Personal (4410)			\$0
			\$0
<b>Grand Total:</b>			<b>\$44,867,311</b>

**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****Natural Resources**

<b>Description</b>	<b>Land</b>	<b>Improvements:</b>	<b>Total:</b>
Coal (5110, 5210)	\$0	\$0	\$0
Earth or Stone Products (5120, 5220)	\$515,743	\$0	\$515,743
Non-Producing Patented Mining Claims (5140, 5240)	\$0	\$0	\$0
Non-Producing Unpatented Mining Claim Imps (5250)	\$0	\$0	\$0
Severed Mineral Interests (5170)	\$892,382	\$0	\$892,382
	<b>\$1,408,125</b>	<b>\$0</b>	<b>\$1,408,125</b>

**Personal Property**

Coal (5410)	\$0
Earth or Stone Products (5420)	\$464,625
Non-Producing Patented Mining Claims (5440)	\$0
Non-Producing Unpatented Mining Claims (5450)	\$0

**\$464,625****Grand Total:****\$1,872,750**

**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****Producing Mines**

<b>Description</b>	<b>Land</b>	<b>Improvements:</b>	<b>Total:</b>
Molybdenum (6110, 6210)	\$0	\$0	\$0
Precious Metals (6120, 6220)	\$0	\$0	\$0
Base Metals (6130, 6230)	\$0	\$0	\$0
Strategic Minerals (6140, 6240)	\$0	\$0	\$0
Oil Shale/Retort (6150, 6250)	\$0	\$0	\$0
	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Personal Property**

Molybdenum (6410)	\$0
Precious Metals (6420)	\$0
Base Metals (6430)	\$0
Strategic Minerals (6440)	\$0
Oil Shale/Retort (6450)	\$0
	<b>\$0</b>
<b>Grand Total:</b>	<b>\$0</b>

**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****Oil and Gas**

<b>Description</b>	<b>Land</b>	<b>Improvements:</b>	<b>Total:</b>
Producing Oil Primary (7110, 7210)	\$0	\$0	\$0
Producing Oil Secondary (7120, 7220)	\$0	\$0	\$0
Producing Gas Primary (7130, 7230)	\$760,178	\$144,535	\$904,713
Producing Gas Secondary (7140, 7240)	\$0	\$0	\$0
CO2 (7145, 7245)	\$0	\$0	\$0
Helium (7147, 7247)	\$0	\$0	\$0
Oil Shale/In Situ (7150, 7250)	\$0	\$0	\$0
Natural Gas Liquids and/or Oil & Gas Condensate (7155, 7255)	\$0	\$0	\$0
	<b>\$760,178</b>	<b>\$144,535</b>	<b>\$904,713</b>

**Personal Property**

Producing Oil Primary (7410)	\$0
Producing Oil Secondary (7420)	\$0
Producing Gas Primary (7430)	\$0
Producing Gas Secondary (7440)	\$0
CO2 (7445)	\$0
Helium (7447)	\$0
Oil Shale/In Situ (7450)	\$0
Natural Gas Liquids and/or Oil & Gas Condensate (7455)	\$0
Pipeline Gathering System (7460)	\$159,505
Oil and Gas Rotary Drill Rigs (7470)	\$0
	<b>\$159,505</b>
<b>Grand Total:</b>	<b>\$1,064,218</b>

**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****State Assessed**

<b>Description</b>	<b>Land</b>	<b>Improvements:</b>	<b>Total:</b>
Total Real (8299)	\$5,181,405	\$0	\$5,181,405
Renewable Energy Real (8252)	\$149,700	\$0	\$149,700
	<b>\$5,331,105</b>	<b>\$0</b>	<b>\$5,331,105</b>
			<b>Personal Property</b>
Total Personal (8499)			\$34,062,995
Renewable Energy Personal (8452)			\$11,026,200
			<b>\$45,089,195</b>
<b>Grand Total:</b>			<b>\$50,420,300</b>

**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)**

Colorado Department of Local Affairs - Division of Property Taxation

**Exempt**

<b>Description</b>	<b>Land</b>	<b>Improvements:</b>	<b>Total:</b>
Residential Federal Property (9110, 9210)	\$0	\$0	\$0
Non-Residential Federal Property (9119, 9219)	\$87,907	\$111,593	\$199,500
Residential State Property (9120, 9220)	\$0	\$180,146	\$180,146
Non-Residential State Property (9129, 9229)	\$1,308,859	\$2,382,690	\$3,691,549
Residential County Property (9130, 9230)	\$0	\$7,515	\$7,515
Non-Residential County Property (9139, 9239)	\$230,071	\$2,002,135	\$2,232,206
Residential Political Subdivision Property (9140, 9240)	\$14,859	\$556,838	\$571,697
Non-Residential Political Subdivision Property (9149, 9249)	\$842,175	\$8,941,344	\$9,783,519
Residential Religious Purposes (9150, 9250)	\$4,219	\$234,808	\$239,027
Non-residential Religious Purposes (9159, 9259)	\$225,606	\$2,630,153	\$2,855,759
Residential Private Schools (9160, 9260)	\$0	\$0	\$0
Non-residential Private Schools (9169, 9269)	\$2,785	\$55,634	\$58,419
Residential Charitable (9170, 9270)	\$3,873	\$69,162	\$73,035
Non-residential Charitable (9179, 9279)	\$40,656	\$877,996	\$918,652
Residential All Other (9190, 9290)	\$0	\$266,690	\$266,690
Non-Residential All Other (9199, 9299)	\$5,859	\$296,850	\$302,709
	<b>\$2,766,869</b>	<b>\$18,613,554</b>	<b>\$21,380,423</b>
			<b>Personal Property</b>
CEA Facility (9410)			\$0
			<b>\$0</b>
<b>Grand Total:</b>			<b>\$21,380,423</b>

**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)**

Colorado Department of Local Affairs - Division of Property Taxation

**New Construction by School District****Granada RE-1 School District**

<b>Description:</b>	<b>New Const.:</b>	<b>Demo Dest.:</b>	<b>Net Total:</b>
Vacant Land	\$0	\$0	\$0
Residential Real Property (Including Ag Res MH's)	\$3,242	\$-1,660	\$1,582
Residential Personal Property (Only)	\$0	\$0	\$0
Commercial	\$0	\$-22,944	\$-22,944
Industrial	\$0	\$0	\$0
Agricultural (Excluding Ag Res & Res MH's)	\$0	\$0	\$0
Natural Resources	\$0	\$0	\$0
Producing Mines	\$0	\$0	\$0
Oil & Gas	\$0	\$0	\$0
State Assessed:	\$0		\$0
<b>Total:</b>	<b>\$3,242</b>	<b>\$-24,604</b>	<b>\$-21,362</b>

**Holly RE-3 School District**

<b>Description:</b>	<b>New Const.:</b>	<b>Demo Dest.:</b>	<b>Net Total:</b>
Vacant Land	\$0	\$0	\$0
Residential Real Property (Including Ag Res MH's)	\$53,915	\$-2,313	\$51,602
Residential Personal Property (Only)	\$0	\$0	\$0
Commercial	\$12,024	\$0	\$12,024
Industrial	\$0	\$0	\$0
Agricultural (Excluding Ag Res & Res MH's)	\$0	\$0	\$0
Natural Resources	\$0	\$0	\$0
Producing Mines	\$0	\$0	\$0
Oil & Gas	\$0	\$0	\$0
State Assessed:	\$0		\$0
<b>Total:</b>	<b>\$65,939</b>	<b>\$-2,313</b>	<b>\$63,626</b>



**Prowers - 2023**

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

**New Construction by School District****Lamar RE-2 School District**

<b>Description:</b>	<b>New Const.:</b>	<b>Demo Dest.:</b>	<b>Net Total:</b>
Vacant Land	\$0	\$0	\$0
Residential Real Property (Including Ag Res MH's)	\$94,904	\$-188	\$94,716
Residential Personal Property (Only)	\$0	\$0	\$0
Commercial	\$1,095,312	\$0	\$1,095,312
Industrial	\$0	\$0	\$0
Agricultural (Excluding Ag Res & Res MH's)	\$853	\$0	\$853
Natural Resources	\$0	\$0	\$0
Producing Mines	\$0	\$0	\$0
Oil & Gas	\$0	\$0	\$0
State Assessed:	\$0		\$0
<b>Total:</b>	<b>\$1,191,069</b>	<b>\$-188</b>	<b>\$1,190,881</b>

**Wiley RE-13 JT School District**

<b>Description:</b>	<b>New Const.:</b>	<b>Demo Dest.:</b>	<b>Net Total:</b>
Vacant Land	\$0	\$0	\$0
Residential Real Property (Including Ag Res MH's)	\$30,650	\$0	\$30,650
Residential Personal Property (Only)	\$0	\$0	\$0
Commercial	\$0	\$0	\$0
Industrial	\$0	\$0	\$0
Agricultural (Excluding Ag Res & Res MH's)	\$0	\$0	\$0
Natural Resources	\$0	\$0	\$0
Producing Mines	\$0	\$0	\$0
Oil & Gas	\$0	\$0	\$0
State Assessed:	\$0		\$0
<b>Total:</b>	<b>\$30,650</b>	<b>\$0</b>	<b>\$30,650</b>

**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****New Construction**

<b>Description:</b>	<b>New Const.:</b>	<b>Demo Dest.:</b>	<b>Net Total:</b>
Vacant Land	\$0	\$0	\$0
Residential Real Property (Including Ag Res MH's)	\$182,711	\$-4,161	\$178,550
Residential Personal Property (Only)	\$0	\$0	\$0
Commercial	\$1,107,336	\$-22,944	\$1,084,392
Industrial	\$0	\$0	\$0
Agricultural (Excluding Ag Res & Res MH's)	\$853	\$0	\$853
Natural Resources	\$0	\$0	\$0
Producing Mines	\$0	\$0	\$0
Oil & Gas	\$0	\$0	\$0
State Assessed:	\$0		\$0
<b>Total:</b>	<b>\$1,290,900</b>	<b>\$-27,105</b>	<b>\$1,263,795</b>

**Prowers - 2023**

**Abstract of Assessment (CRS 39-5-123)**

**Colorado Department of Local Affairs - Division of Property Taxation**

**School Districts**

<b>ID:</b>	<b>Name:</b>				
50900	Granada RE-1 School District	<b>Vacant:</b>	\$66,169	<b>Natural</b>	\$205,880
		<b>Residential:</b>	\$1,061,669	<b>Producing</b>	\$0
		<b>Commercial:</b>	\$535,461	<b>Oil &amp; Gas:</b>	\$0
		<b>Industrial:</b>	\$0	<b>State</b>	\$6,179,409
		<b>Agricultural:</b>	\$9,639,989	<b>Total:</b>	\$17,688,577
50902	Holly RE-3 School District	<b>Vacant:</b>	\$44,439	<b>Natural</b>	\$213,760
		<b>Residential:</b>	\$2,609,314	<b>Producing</b>	\$0
		<b>Commercial:</b>	\$5,017,321	<b>Oil &amp; Gas:</b>	\$0
		<b>Industrial:</b>	\$103,183	<b>State</b>	\$6,570,516
		<b>Agricultural:</b>	\$15,147,158	<b>Total:</b>	\$29,705,691
50901	Lamar RE-2 School District	<b>Vacant:</b>	\$418,616	<b>Natural</b>	\$1,423,595
		<b>Residential:</b>	\$23,178,289	<b>Producing</b>	\$0
		<b>Commercial:</b>	\$19,434,955	<b>Oil &amp; Gas:</b>	\$1,064,218
		<b>Industrial:</b>	\$4,152,629	<b>State</b>	\$37,218,442
		<b>Agricultural:</b>	\$14,581,077	<b>Total:</b>	\$101,471,821
64945	Wiley RE-13 JT School District	<b>Vacant:</b>	\$25,896	<b>Natural</b>	\$29,515
		<b>Residential:</b>	\$2,068,519	<b>Producing</b>	\$0
		<b>Commercial:</b>	\$2,115,147	<b>Oil &amp; Gas:</b>	\$0
		<b>Industrial:</b>	\$57,798	<b>State</b>	\$451,933
		<b>Agricultural:</b>	\$5,499,087	<b>Total:</b>	\$10,247,895
<b>TOTAL:</b>		<b>Vacant:</b>	\$555,120	<b>Natural</b>	\$1,872,750
		<b>Residential:</b>	\$28,917,791	<b>Producing</b>	\$0
		<b>Commercial:</b>	\$27,102,884	<b>Oil &amp; Gas:</b>	\$1,064,218
		<b>Industrial:</b>	\$4,313,610	<b>State</b>	\$50,420,300
		<b>Agricultural:</b>	\$44,867,311	<b>Total:</b>	\$159,113,984

**Tax Increment Financing:**

<b>ID:</b>	<b>Name:</b>	<b>Base:</b>	<b>Increment:</b>	<b>Total:</b>
50900	Granada RE-1 School District	\$0	\$0	\$0
50902	Holly RE-3 School District	\$0	\$0	\$0
50901	Lamar RE-2 School District	\$8,073,862	\$3,780,403	\$11,854,265
64945	Wiley RE-13 JT School District	\$0	\$0	\$0
<b>TOTAL:</b>		<b>\$8,073,862</b>	<b>\$3,780,403</b>	<b>\$11,854,265</b>

**Prowers - 2023**

**Abstract of Assessment (CRS 39-5-123)**

Colorado Department of Local Affairs - Division of Property Taxation

**Cities & Towns**

<b>ID:</b>	<b>Name:</b>				
50007	Granada, Town of	<b>Vacant:</b>	\$42,561	<b>Natural</b>	\$0
		<b>Residential:</b>	\$527,133	<b>Producing</b>	\$0
		<b>Commercial:</b>	\$154,580	<b>Oil &amp; Gas:</b>	\$0
		<b>Industrial:</b>	\$0	<b>State</b>	\$307,289
		<b>Agricultural:</b>	\$74,533	<b>Total:</b>	\$1,106,096
50008	Hartman, Town of	<b>Vacant:</b>	\$7,090	<b>Natural</b>	\$0
		<b>Residential:</b>	\$42,666	<b>Producing</b>	\$0
		<b>Commercial:</b>	\$2,099	<b>Oil &amp; Gas:</b>	\$0
		<b>Industrial:</b>	\$0	<b>State</b>	\$14,146
		<b>Agricultural:</b>	\$17,657	<b>Total:</b>	\$83,658
50011	Holly, Town of	<b>Vacant:</b>	\$30,002	<b>Natural</b>	\$0
		<b>Residential:</b>	\$1,426,094	<b>Producing</b>	\$0
		<b>Commercial:</b>	\$659,285	<b>Oil &amp; Gas:</b>	\$0
		<b>Industrial:</b>	\$103,183	<b>State</b>	\$505,016
		<b>Agricultural:</b>	\$48,249	<b>Total:</b>	\$2,771,829
50012	Lamar, City of	<b>Vacant:</b>	\$356,257	<b>Natural</b>	\$0
		<b>Residential:</b>	\$19,047,978	<b>Producing</b>	\$0
		<b>Commercial:</b>	\$16,404,639	<b>Oil &amp; Gas:</b>	\$0
		<b>Industrial:</b>	\$2,832,606	<b>State</b>	\$2,648,653
		<b>Agricultural:</b>	\$32,125	<b>Total:</b>	\$41,322,258
50017	Wiley, Town of	<b>Vacant:</b>	\$17,617	<b>Natural</b>	\$0
		<b>Residential:</b>	\$881,888	<b>Producing</b>	\$0
		<b>Commercial:</b>	\$276,720	<b>Oil &amp; Gas:</b>	\$0
		<b>Industrial:</b>	\$8,488	<b>State</b>	\$91,597
		<b>Agricultural:</b>	\$72,055	<b>Total:</b>	\$1,348,365
<b>TOTAL:</b>		<b>Vacant:</b>	\$453,527	<b>Natural</b>	\$0
		<b>Residential:</b>	\$21,925,759	<b>Producing</b>	\$0
		<b>Commercial:</b>	\$17,497,323	<b>Oil &amp; Gas:</b>	\$0
		<b>Industrial:</b>	\$2,944,277	<b>State</b>	\$3,566,701
		<b>Agricultural:</b>	\$244,619	<b>Total:</b>	\$46,632,206

**Tax Increment Financing:**

<b>ID:</b>	<b>Name:</b>	<b>Base:</b>	<b>Increment:</b>	<b>Total:</b>
50007	Granada, Town of	\$0	\$0	\$0
50008	Hartman, Town of	\$0	\$0	\$0
50011	Holly, Town of	\$0	\$0	\$0
50012	Lamar, City of	\$8,067,934	\$3,778,412	\$11,846,346

**Prowers - 2023**

**Abstract of Assessment (CRS 39-5-123)**

**Colorado Department of Local Affairs - Division of Property Taxation**

**Cities & Towns**

<b>ID:</b>	<b>Name:</b>	<b>Base:</b>	<b>Increment:</b>	<b>Total:</b>
50017	Wiley, Town of	\$0	\$0	\$0
<b>TOTAL:</b>		\$8,067,934	\$3,778,412	\$11,846,346

**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****Abstract Counts**

<b>Vacant</b>	<b>Count:</b>	<b>Type:</b>	<b>Abstract Value:</b>
Possessory Interest (0010)	0	Leases	\$0
Residential Lots (0100)	190	Parcels	\$294,993
Commercial Lots (0200)	57	Parcels	\$177,240
Industrial Lots (0300)	9	Parcels	\$13,235
Planned Unit Development Lots (0400)	0	Parcels	\$0
Less Than 1.0 Acre (0510)	8	Parcels	\$1,670
1.0 to 4.99 Acres (0520)	6	Parcels	\$4,851
5.0 to 9.99 Acres (0530)	2	Parcels	\$1,895
10.0 to 34.99 Acres (0540)	11	Parcels	\$34,006
35.0 to 99.99 Acres (0550)	0	Parcels	\$0
100.0 Acres and Up (0560)	0	Parcels	\$0
<b>Residential</b>	<b>Count:</b>	<b>Type:</b>	<b>Abstract Value:</b>
Possessory Interest (1020)	0	Leases	\$0
Single Family Residence (1112, 1212)	3,700	Parcels	\$23,514,385
	3,875	Residences	
Farm/Ranch Residences (4277)	523	Residence	\$2,209,496
Duplexes-Triplexes (1115, 1215)	62	Parcels	\$352,974
	154	Residences	
Multi-Units (4-8) (1120, 1220)	36	Parcels	\$365,387
	195	Residences	
Multi-Units (9 & Up) (1125, 1225)	13	Parcels	\$612,562
	302	Residences	
Condominiums (1230)	0	Residences	\$0
Manufactured Housing (1135, 1235)	420	Parcels	\$1,408,737
	326	Residences	
Farm/Ranch Manufactured Housing (4278)	83	Residences	\$424,965
Manufactured Housing Parks (1140, 1240)	19	Parks	\$29,285
Partially Exempt (Taxable Part) (1150, 1250)	0	Parcels	\$0
Property Not Integral to Agricultural Operation (1177, 1277)	0	Parcels	\$0
	0	Residences	
Mfd Housing Not Integral to Agricultural Operation (1278)	0	Residences	\$0
<b>Commercial</b>	<b>Count:</b>	<b>Type:</b>	<b>Abstract Value:</b>
Airport - Possessory Interest (2020)	0	Leases	\$0
Entertainment - Possessory Interest (2021)	0	Leases	\$0
Recreation - Possessory Interest (2022)	0	Leases	\$0
Other Comm - Possessory Interest (2023)	0	Leases	\$0
Merchandising (2112, 2212)	109	Parcels	\$1,976,576
Lodging (2115, 2215)	19	Parcels	\$4,151,291
Renewable Energy (2117, 2217)	0	Parcels	\$0

**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****Abstract Counts**

<b>Commercial</b>	<b>Count:</b>	<b>Type:</b>	<b>Abstract Value:</b>
Offices (2120, 2220)	43	Parcels	\$1,542,303
Recreation (2125, 2225)	3	Parcels	\$69,526
Limited Gaming (2127, 2227)	0	Parcels	\$0
Special Purpose (2130, 2230)	246	Parcels	\$10,012,483
WareHouse/Storage (2135, 2235)	144	Parcels	\$1,030,360
Multi-Use (3+) (2140, 2240)	3	Parcels	\$123,527
Partially Exempt (Taxable Part) (2150, 2250)	3	Parcels	\$75,202
Residential Personal Property (1410)	1	Schedules	\$994
Comm Personal Property - Possessory Interest (2040)	0	Schedules	\$0
Limited Gaming Personal Property (2405)	0	Schedules	\$0
Other Commercial Personal Property (2410)	87	Schedules	\$8,114,276
Lodging Personal Property (2412)	2	Schedules	\$6,346
Renewable Energy Personal Property (2415)	0	Schedules	\$0
<b>Industrial</b>	<b>Count:</b>	<b>Type:</b>	<b>Abstract Value:</b>
Possessory Interest (3020)	0	Leases	\$0
Contract/Service (3112, 3212)	0	Parcels	\$0
Manufacturing/Processing (3115, 3215)	1	Parcels	\$1,631,127
Manufacturing/Milling (3120, 3220)	0	Parcels	\$0
Refining/Petroleum (3125, 3225)	0	Parcels	\$0
Industrial Personal Property - Possessory Interest (3040)	0	Schedules	\$0
Other Industrial Personal (3410)	14	Schedules	\$2,682,483
<b>Agricultural</b>	<b>Count:</b>	<b>Type:</b>	<b>Abstract Value:</b>
Possessory Interest (4020)	65	Leases	\$48,940
Sprinkler Irrigation (4107)	36,114	Acres	\$4,845,181
Flood Irrigation (4117)	90,885	Acres	\$19,418,351
Dry Farm Land (4127)	386,725	Acres	\$11,785,001
Meadow Hay Land (4137)	0	Acres	\$0
Grazing Land (4147)	453,192	Acres	\$2,814,514
Orchard Land (4157)	0	Acres	\$0
Farm/Ranch Waste Land (4167)	20,380	Acres	\$44,462
Forest Land (4177)	0	Acres	\$0
All Other AG Property [CRS 39-1-102] (4180, 4280)	1,133	Acres	\$2,579,492
All Other AG Personal (4410)	0	Schedules	\$0
<b>Natural Resources</b>	<b>Count:</b>	<b>Type:</b>	<b>Abstract Value:</b>
Coal (5110, 5210, 5410)	0	Mines	\$0
	0	Schedules	
	0	Tons	

**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****Abstract Counts**

<b>Natural Resources</b>	<b>Count:</b>	<b>Type:</b>	<b>Abstract Value:</b>
Earth or Stone Products (5120, 5220, 5420)	3	Operations	\$980,368
	1	Schedules	
	882,507	Tons	
Non-Producing Patented Mining Claims (5140, 5240, 5440)	0	Acres	\$0
	0	Schedules	
Non-Producing Unpatented Mining Claim Imps (5250)	0	Structures	\$0
Non-Producing Unpatented Mining Claims (5450)	0	Schedules	\$0
Severed Mineral Interests (5170)	416,085	Acres	\$892,382
<b>Producing Mines</b>	<b>Count:</b>	<b>Type:</b>	<b>Abstract Value:</b>
Molybdenum (6110, 6210, 6410)	0	Mines	\$0
	0	Schedules	
	0	Tons	
Precious Metals (6120, 6220, 6420)	0	Mines	\$0
	0	Schedules	
	0	Tons	
Base Metals (6130, 6230, 6430)	0	Mines	\$0
	0	Schedules	
	0	Tons	
Strategic Minerals (6140, 6240, 6440)	0	Mines	\$0
	0	Schedules	
	0	Tons	
Oil Shale/Retort (6150, 6250, 6450)	0	Operations	\$0
	0	Schedules	
	0	Tons	
<b>Oil and Gas</b>	<b>Count:</b>	<b>Type:</b>	<b>Abstract Value:</b>
Producing Oil Primary (7110, 7210, 7410)	0	BBL's	\$0
	0	Schedules	
	0	Wells	
Producing Oil Secondary (7120, 7220, 7420)	0	BBL's	\$0
	0	Schedules	
	0	Wells	
Producing Gas Primary (7130, 7230, 7430)	180,910	MCF's	\$904,713
	0	Schedules	
	21	Wells	
Producing Gas Secondary (7140, 7240, 7440)	0	MCF's	\$0
	0	Schedules	
	0	Wells	



**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****Abstract Counts**

<b>Oil and Gas</b>	<b>Count:</b>	<b>Type:</b>	<b>Abstract Value:</b>
CO2 (7145, 7245, 7445)	0	MCF's	\$0
	0	Schedules	
	0	Wells	
Helium (7147, 7247, 7447)	0	MCF's	\$0
	0	Schedules	
	0	Wells	
Oil Shale/In Situ (7150, 7250, 7450)	0	BBL's	\$0
	0	Operations	
	0	Schedules	
Natural Gas Liquids and/or Oil & Gas Condensate (7155, 7255, 7455)	0	BBL's	\$0
	0	Schedules	
Pipeline Gathering System (7460)	5	Schedules	\$159,505
Oil and Gas Rotary Drill Rigs (7470)	0	Schedules	\$0
<b>Exempt</b>	<b>Count:</b>	<b>Type:</b>	<b>Abstract Value:</b>
Residential Federal Property (9110, 9210)	0	Parcels	\$0
Non-Residential Federal Property (9119, 9219)	16	Parcels	\$199,500
Residential State Property (9120, 9220)	0	Parcels	\$180,146
Non-Residential State Property (9129, 9229)	240	Parcels	\$3,691,549
Residential County Property (9130, 9230)	0	Parcels	\$7,515
Non-Residential County Property (9139, 9239)	154	Parcels	\$2,232,206
Residential Political Subdivision Property (9140, 9240)	14	Parcels	\$571,697
Non-Residential Political Subdivision Property (9149, 9249)	246	Parcels	\$9,783,519
CEA Facility ()	0	Schedules	\$0
Residential Religious Purposes (9150, 9250)	11	Parcels	\$239,027
Non-residential Religious Purposes (9159, 9259)	47	Parcels	\$2,855,759
Residential Private Schools (9160, 9260)	0	Parcels	\$0
Non-residential Private Schools (9169, 9269)	1	Parcels	\$58,419
Residential Charitable (9170, 9270)	7	Parcels	\$73,035
Non-residential Charitable (9179, 9279)	10	Parcels	\$918,652
Residential All Other (9190, 9290)	0	Parcels	\$266,690
Non-Residential All Other (9199, 9299)	1	Parcels	\$302,709

**Prowers - 2023**

Abstract of Assessment (CRS 39-5-123)

Colorado Department of Local Affairs - Division of Property Taxation

**Summary of Assessment**

<b>Description:</b>	<b>LAND:</b>	<b>IMPS:</b>	<b>PERS:</b>	<b>Total:</b>
Oil and Gas	760,178	\$144,535	\$159,505	\$1,064,218
Agricultural	39,023,979	\$5,843,332	\$0	\$44,867,311
Natural Resources	1,408,125	\$0	\$464,625	\$1,872,750
Industrial	118,970	\$1,512,157	\$2,682,483	\$4,313,610
Residential	1,557,896	\$27,359,895	\$0	\$28,917,791
Vacant	527,890	\$27,230	\$0	\$555,120
Commercial	1,827,371	\$17,153,897	\$8,121,616	\$27,102,884
Producing Mines	0	\$0	\$0	\$0
<b>Total Assessor:</b>	<b>\$45,224,409</b>	<b>\$52,041,046</b>	<b>\$11,428,229</b>	<b>\$108,693,684</b>
State Assessed	\$5,331,105	\$0	\$45,089,195	\$50,420,300
<b>Total State Assessed:</b>	<b>\$5,331,105</b>	<b>\$0</b>	<b>\$45,089,195</b>	<b>\$50,420,300</b>
<b>Total Taxable:</b>	<b>\$50,555,514</b>	<b>\$52,041,046</b>	<b>\$56,517,424</b>	<b>\$159,113,984</b>
Exempt	\$2,766,869	\$18,613,554	\$0	\$21,380,423
<b>Total Exempt:</b>	<b>\$2,766,869</b>	<b>\$18,613,554</b>	<b>\$0</b>	<b>\$21,380,423</b>
<b>Grand Total:</b>	<b>\$53,322,383</b>	<b>\$70,654,600</b>	<b>\$56,517,424</b>	<b>\$180,494,407</b>

**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****CBOE Changes:**

<b>Vacant</b>	<b>Count:</b>	<b>Land:</b>	<b>Imp:</b>	<b>Pers:</b>	<b>Total:</b>
Possessory Interest (0010)	0	0	0	0	0
Residential Lots (0100)	0	0	0	0	0
Commercial Lots (0200)	0	0	0	0	0
Industrial Lots (0300)	0	0	0	0	0
Planned Unit Development Lots (0400)	0	0	0	0	0
Less Than 1.0 Acre (0510)	0	0	0	0	0
1.0 to 4.99 Acres (0520)	0	0	0	0	0
5.0 to 9.99 Acres (0530)	0	0	0	0	0
10.0 to 34.99 Acres (0540)	0	0	0	0	0
35.0 to 99.99 Acres (0550)	0	0	0	0	0
100.0 Acres and Up (0560)	0	0	0	0	0
Minor Structures on Vacant Land (0600)	0	0	0	0	0
Non-Minor Structures (0700)	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Residential</b>	<b>Count:</b>	<b>Land:</b>	<b>Imp:</b>	<b>Pers:</b>	<b>Total:</b>
Possessory Interest (1020)	0	0	0	0	0
Single Family Residence (1112, 1212)	0	0	0	0	0
Farm/Ranch Residences (4277)	0	0	0	0	0
Duplexes-Triplexes (1115, 1215)	0	0	0	0	0
Multi-Units (4-8) (1120, 1220)	0	0	0	0	0
Multi-Units (9 & Up) (1125, 1225)	0	0	0	0	0
Condominiums (1230)	0	0	0	0	0
Manufactured Housing (1135, 1235)	0	0	0	0	0
Farm/Ranch Manufactured Housing (4278)	0	0	0	0	0
Manufactured Housing Parks (1140, 1240)	0	0	0	0	0
Partially Exempt (Taxable Part) (1150, 1250)	0	0	0	0	0
Property Not Integral to Agricultural Operation (1177, 1277)	0	0	0	0	0
Mfd Housing Not Integral to Agricultural Operation (1278)	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Commercial</b>	<b>Count:</b>	<b>Land:</b>	<b>Imp:</b>	<b>Pers:</b>	<b>Total:</b>
Airport - Possessory Interest (2020)	0	0	0	0	0
Entertainment - Possessory Interest (2021)	0	0	0	0	0
Recreation - Possessory Interest (2022)	0	0	0	0	0
Other Comm - Possessory Interest (2023)	0	0	0	0	0
Merchandising (2112, 2212)	0	0	0	0	0
Lodging (2115, 2215)	0	0	0	0	0
Renewable Energy (2117, 2217)	0	0	0	0	0
Offices (2120, 2220)	0	0	0	0	0
Recreation (2125, 2225)	0	0	0	0	0

**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****CBOE Changes:**

<b>Commercial</b>	<b>Count:</b>	<b>Land:</b>	<b>Imp:</b>	<b>Pers:</b>	<b>Total:</b>
Limited Gaming (2127, 2227)	0	0	0	0	0
Special Purpose (2130, 2230)	0	0	0	0	0
WareHouse/Storage (2135, 2235)	0	0	0	0	0
Multi-Use (3+) (2140, 2240)	0	0	0	0	0
Commercial Condominiums (2245)	0	0	0	0	0
Partially Exempt (Taxable Part) (2150, 2250)	0	0	0	0	0
Residential Personal Property (1410)	0	0	0	0	0
Comm Personal Property - Possessory Interest (2040)	0	0	0	0	0
Limited Gaming Personal Property (2405)	0	0	0	0	0
Other Commercial Personal Property (2410)	0	0	0	0	0
Lodging Personal Property (2412)	0	0	0	0	0
Renewable Energy Personal Property (2415)	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Industrial</b>	<b>Count:</b>	<b>Land:</b>	<b>Imp:</b>	<b>Pers:</b>	<b>Total:</b>
Possessory Interest (3020)	0	0	0	0	0
Contract/Service (3112, 3212)	0	0	0	0	0
Manufacturing/Processing (3115, 3215)	0	0	0	0	0
Manufacturing/Milling (3120, 3220)	0	0	0	0	0
Refining/Petroleum (3125, 3225)	0	0	0	0	0
Industrial Condominiums (3230)	0	0	0	0	0
Industrial Personal Property - Possessory Interest (3040)	0	0	0	0	0
Other Industrial Personal (3410)	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Agricultural</b>	<b>Count:</b>	<b>Land:</b>	<b>Imp:</b>	<b>Pers:</b>	<b>Total:</b>
Possessory Interest (4020)	0	0	0	0	0
Sprinkler Irrigation (4107)	0	0	0	0	0
Flood Irrigation (4117)	0	0	0	0	0
Dry Farm Land (4127)	0	0	0	0	0
Meadow Hay Land (4137)	0	0	0	0	0
Grazing Land (4147)	0	0	0	0	0
Orchard Land (4157)	0	0	0	0	0
Farm/Ranch Waste Land (4167)	0	0	0	0	0
Forest Land (4177)	0	0	0	0	0
Farm/Ranch Support Buildings (4279)	0	0	0	0	0
All Other AG Property [CRS 39-1-102] (4180, 4280)	0	0	0	0	0
All Other AG Personal (4410)	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Natural Resources</b>	<b>Count:</b>	<b>Land:</b>	<b>Imp:</b>	<b>Pers:</b>	<b>Total:</b>

**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)****Colorado Department of Local Affairs - Division of Property Taxation****CBOE Changes:**

<b>Natural Resources</b>	<b>Count:</b>	<b>Land:</b>	<b>Imp:</b>	<b>Pers:</b>	<b>Total:</b>
Coal (5110, 5210)	0	0	0	0	0
Coal (5410)	0	0	0	0	0
Earth or Stone Products (5120, 5220)	0	0	0	0	0
Earth or Stone Products (5420)	0	0	0	0	0
Non-Producing Patented Mining Claims (5140, 5240)	0	0	0	0	0
Non-Producing Patented Mining Claims (5440)	0	0	0	0	0
Non-Producing Unpatented Mining Claim Imps (5250)	0	0	0	0	0
Non-Producing Unpatented Mining Claims (5450)	0	0	0	0	0
Severed Mineral Interests (5170)	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Producing Mines</b>	<b>Count:</b>	<b>Land:</b>	<b>Imp:</b>	<b>Pers:</b>	<b>Total:</b>
Molybdenum (6110, 6210)	0	0	0	0	0
Molybdenum (6410)	0	0	0	0	0
Precious Metals (6120, 6220)	0	0	0	0	0
Precious Metals (6420)	0	0	0	0	0
Base Metals (6130, 6230)	0	0	0	0	0
Base Metals (6430)	0	0	0	0	0
Strategic Minerals (6140, 6240)	0	0	0	0	0
Strategic Minerals (6440)	0	0	0	0	0
Oil Shale/Retort (6150, 6250)	0	0	0	0	0
Oil Shale/Retort (6450)	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Oil and Gas</b>	<b>Count:</b>	<b>Land:</b>	<b>Imp:</b>	<b>Pers:</b>	<b>Total:</b>
Producing Oil Primary (7110, 7210)	0	0	0	0	0
Producing Oil Primary (7410)	0	0	0	0	0
Producing Oil Secondary (7120, 7220)	0	0	0	0	0
Producing Oil Secondary (7420)	0	0	0	0	0
Producing Gas Primary (7130, 7230)	0	0	0	0	0
Producing Gas Primary (7430)	0	0	0	0	0
Producing Gas Secondary (7140, 7240)	0	0	0	0	0
Producing Gas Secondary (7440)	0	0	0	0	0
CO2 (7145, 7245)	0	0	0	0	0
CO2 (7445)	0	0	0	0	0
Helium (7147, 7247)	0	0	0	0	0
Helium (7447)	0	0	0	0	0
Oil Shale/In Situ (7150, 7250)	0	0	0	0	0
Oil Shale/In Situ (7450)	0	0	0	0	0
Natural Gas Liquids and/or Oil & Gas Condensate (7155, 7255)	0	0	0	0	0

**Prowers - 2023**

**Abstract of Assessment (CRS 39-5-123)**

**Colorado Department of Local Affairs - Division of Property Taxation**

**CBOE Changes:**

<b>Oil and Gas</b>	<b>Count:</b>	<b>Land:</b>	<b>Imp:</b>	<b>Pers:</b>	<b>Total:</b>
Natural Gas Liquids and/or Oil & Gas	0	0	0	0	0
Condensate (7455)					
Pipeline Gathering System (7460)	0	0	0	0	0
Oil and Gas Rotary Drill Rigs (7470)	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>State Assessed</b>	<b>Count:</b>	<b>Land:</b>	<b>Imp:</b>	<b>Pers:</b>	<b>Total:</b>
Total Real (8299)	0	0	0	0	0
Renewable Energy Real (8252)	0	0	0	0	0
Total Personal (8499)	0	0	0	0	0
Renewable Energy Personal (8452)	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Exempt</b>	<b>Count:</b>	<b>Land:</b>	<b>Imp:</b>	<b>Pers:</b>	<b>Total:</b>
Residential Federal Property (9110, 9210)	0	0	0	0	0
Non-Residential Federal Property (9119, 9219)	0	0	0	0	0
Residential State Property (9120, 9220)	0	0	0	0	0
Non-Residential State Property (9129, 9229)	0	0	0	0	0
Residential County Property (9130, 9230)	0	0	0	0	0
Non-Residential County Property (9139, 9239)	0	0	0	0	0
Residential Political Subdivision Property (9140, 9240)	0	0	0	0	0
Non-Residential Political Subdivision Property (9149, 9249)	0	0	0	0	0
CEA Facility (9410)	0	0	0	0	0
Residential Religious Purposes (9150, 9250)	0	0	0	0	0
Non-residential Religious Purposes (9159, 9259)	0	0	0	0	0
Residential Private Schools (9160, 9260)	0	0	0	0	0
Non-residential Private Schools (9169, 9269)	0	0	0	0	0
Residential Charitable (9170, 9270)	0	0	0	0	0
Non-residential Charitable (9179, 9279)	0	0	0	0	0
Residential All Other (9190, 9290)	0	0	0	0	0
Non-Residential All Other (9199, 9299)	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Grand Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Prowers - 2023****Abstract of Assessment (CRS 39-5-123)**

Colorado Department of Local Affairs - Division of Property Taxation

**Summary of CBOE Changes**

<b>Description:</b>	<b>Assessed:</b>	<b>CBOE:</b>	<b>Total:</b>	<b>School Dist:</b>	<b>Difference:</b>
Vacant	\$555,120	\$0	\$555,120	\$555,120	\$0
Residential	\$28,917,791	\$0	\$28,917,791	\$28,917,791	\$0
Commercial	\$27,102,884	\$0	\$27,102,884	\$27,102,884	\$0
Industrial	\$4,313,610	\$0	\$4,313,610	\$4,313,610	\$0
Agricultural	\$44,867,311	\$0	\$44,867,311	\$44,867,311	\$0
Natural	\$1,872,750	\$0	\$1,872,750	\$1,872,750	\$0
Producing Mines	\$0	\$0	\$0	\$0	\$0
Oil and Gas	\$1,064,218	\$0	\$1,064,218	\$1,064,218	\$0
State Assessed	\$50,420,300	\$0	\$50,420,300	\$50,420,300	\$0
<b>Total Taxable:</b>	<b>\$159,113,984</b>	<b>\$0</b>	<b>\$159,113,984</b>	<b>\$159,113,984</b>	<b>\$0</b>
Exempt	\$21,380,423	\$0			
<b>Grand Total:</b>	<b>\$180,494,407</b>	<b>\$0</b>			

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**Affidavit of Assessor to Assessment Roll**

I, \_\_\_\_\_, the Assessor of Prowers County, Colorado do solemnly swear that in the assessment roll of such county, I have listed and valued all taxable property located therein and that such property has been assessed for the current year in the manner prescribed by law, and that the foregoing Abstract of Assessment is a true and correct compilation of each and every schedule.

\_\_\_\_\_ Subscribed and sworn to me before this \_\_\_\_ day of August, AD, 2023

**County Assessor**

\_\_\_\_\_  
**County Clerk**

**Certification by County Board of Equalization**

I, \_\_\_\_\_, Chairman of the County Board of County Commissioners, certify that the County Board of Equalization has concluded its hearings, pursuant to the provisions of Article 8 of this title, that I have examined the Abstract of assessment and that all valuation changes ordered by the County Board of Equalization have been incorporated therein.

\_\_\_\_\_ Subscribed and sworn to me before this \_\_\_\_ day of August, AD, 2023

**Chairman of the Board**

\_\_\_\_\_  
**County Clerk**



**Prowers - 2023**

**Abstract of Assessment (CRS 39-5-123)**

**Colorado Department of Local Affairs - Division of Property Taxation**

**SBOE Certification**

**Certification by State Board of Equalization**

**Taxable Valuation:** \$159,113,984  
**Exempt Valuation:** \$21,380,423  
**Total Valuation:** \$180,494,407

**Changes by the State Board of Equalization**

*(Indicate + or - changes and round each entry to nearest \$10)*

\_\_\_\_\_  
(code)      \$      (+/-) (amount)      \_\_\_\_\_  
(code)      \$      (+/-) (amount)

	Taxable	Exempt	Total
Net changes by the SBOE:			
Total after net changes by SBOE:			

The State Board of Equalization, having examined this abstract for the year 2023, with changes and/or corrections as approved by the State Board of Equalization, finds the valuation of the property in Prowers to be \$\_\_\_\_\_ and certifies the same to be the assessed valuation for the year 2023.

Signed at Denver, Colorado this \_\_\_\_\_ day of \_\_\_\_\_, AD, \_\_\_\_\_

\_\_\_\_\_  
**Chairman of the Board**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9/12/2023

**Submitter:** Administration Office

**Submitted to the County Administration Office on:** 8-29-2023

**Return Originals to:** Jana Coen and County Admin

**Number of originals to return to Submitter:** 2

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Underground and Utility Permit No. 958 for 5G Irrigation LLC., installing a Water line with casing and crossing County Road M and County Road 38 intersection.

**Justification or Background:**

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

**County:** \$\_\_\_\_\_

**Federal:** \$\_\_\_\_\_

**State:** \$\_\_\_\_\_

**Other:** \$\_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

PERMIT NUMBER 958



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

**PERMITTEE'S NAME:** SG Irrigation LLC **DATE:** 8/14/23  
**ADDRESS:** 2697 W RD 10 Ulysses, KS 67880

Your request for permission to install a 10" water line w/ 15" casing crossing  
RD M. Location will be 1/2 mile east of RD M and RD 38  
Intersection, is granted, subject to the following terms and conditions:

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

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

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

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

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

**SPECIAL PROVISIONS:**

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

Permit Number 958

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

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

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

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

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

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

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

By [Signature]  
Road & Bridge Supervisor (Date)

By \_\_\_\_\_  
Chairman, Board of Commissioners (Date)

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

PERMITTEE Signature: \_\_\_\_\_

DATE: 8/29/23

**Please attach a work sketch of proposed installation.**

## RESOLUTION NO. 2010- 12

### PERMIT/ PENALTY FEE SCHEDULE UNDERGROUND AND UTILITY PERMIT

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

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

RESOLUTION NO. 2010-

Continued

PERMIT/ PENALTY FEE SCHEDULE  
UNDERGROUND AND UTILITY PERMIT

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

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

  
Joe Marble, Chairman

  
Henry Schnabel, Commissioner

Absent  
Gene Millbrand, Commissioner

ATTEST:

  
Jana Coen  
County Clerk

# 5G Construction

752 Road BB - Satanta, KS 67870

- ☐ 1-Weld
- ☒ 2-Underground
- ☐ 3-Roustabout Oilfield
- ☐ 4-Ethanol
- ☐ 5-Gluten
- ☐ 6-Bins
- ☐ 7-Millwright

Date 8/15/23

Land Owner SW Plains Dairy

Mailing Address \_\_\_\_\_

Tenant \_\_\_\_\_

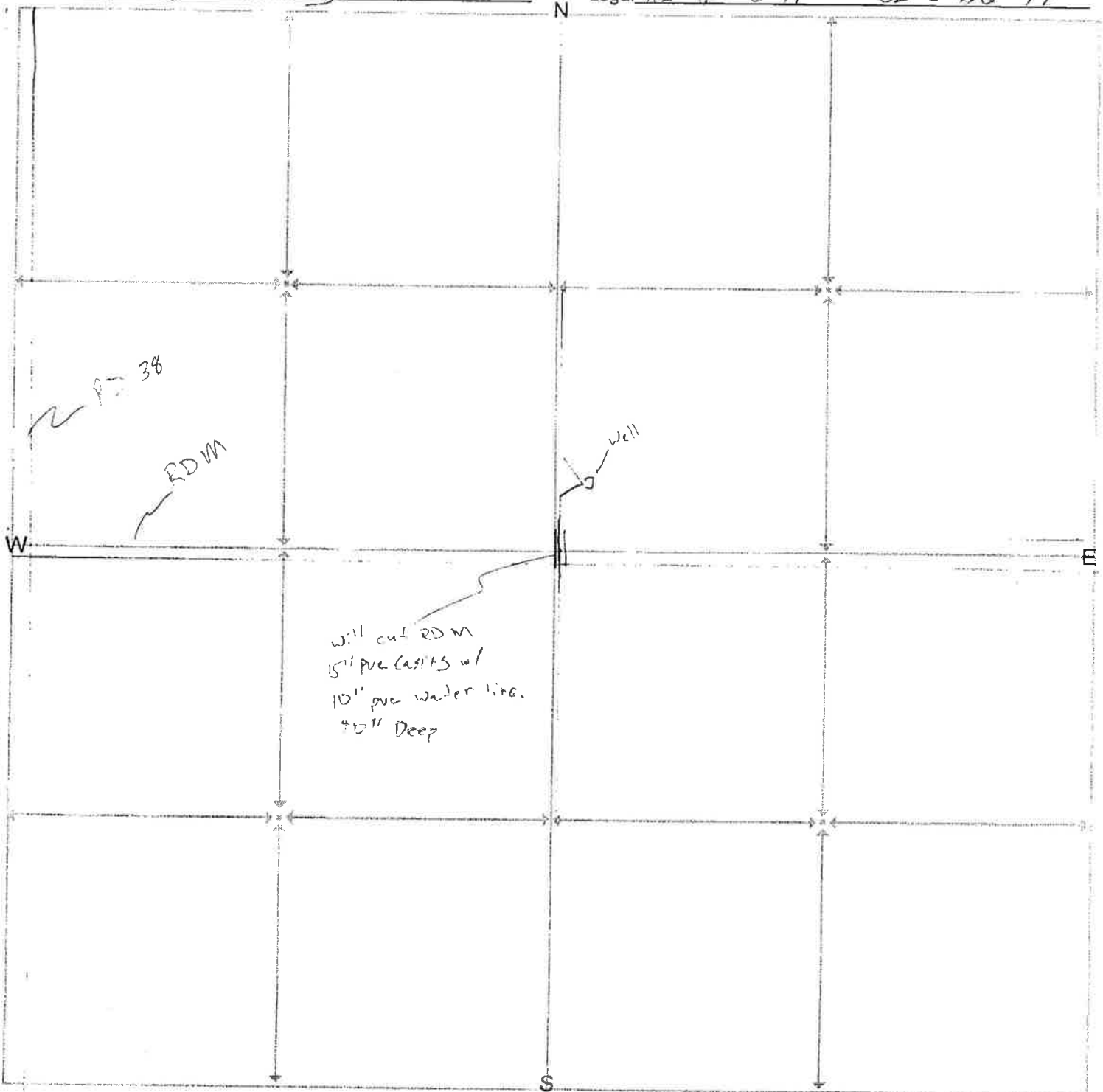
Mailing Address \_\_\_\_\_

Direction 1/2 mile East of RD 38 and

RD M Intersection

County Prowers County

Legal NE 8-26-41 SE 5-26-41



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9/12/2023

**Submitter:** Administration Office

**Submitted to the County Administration Office on:** 8-30-2023

**Return Originals to:** Jana Coen and County Admin

**Number of originals to return to Submitter:** 2

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Underground and Utility Permit No. 959 for May Valley Water Association. Installing new water service on Prowers County Road RR and no permit fee assessed.

**Justification or Background:**

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

**County:** \$\_\_\_\_\_

**Federal:** \$\_\_\_\_\_

**State:** \$\_\_\_\_\_

**Other:** \$\_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**



PERMIT NUMBER 959



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

**PERMITTEE'S NAME:** May Valley Water **DATE:** 8-28-23  
**ADDRESS:** PO Box 310 Wiley CO 81092

Your request for permission to install a new water service, approximately  
500 ft west of 10501 PCR RR on Southside II  
is granted, subject to the following terms and conditions:

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

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of 36 inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

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

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

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable.

**SPECIAL PROVISIONS:**

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

**Underground and Utility Permit**

Permit Number 959

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

This work shall be completed within 30 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

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

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

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

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

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

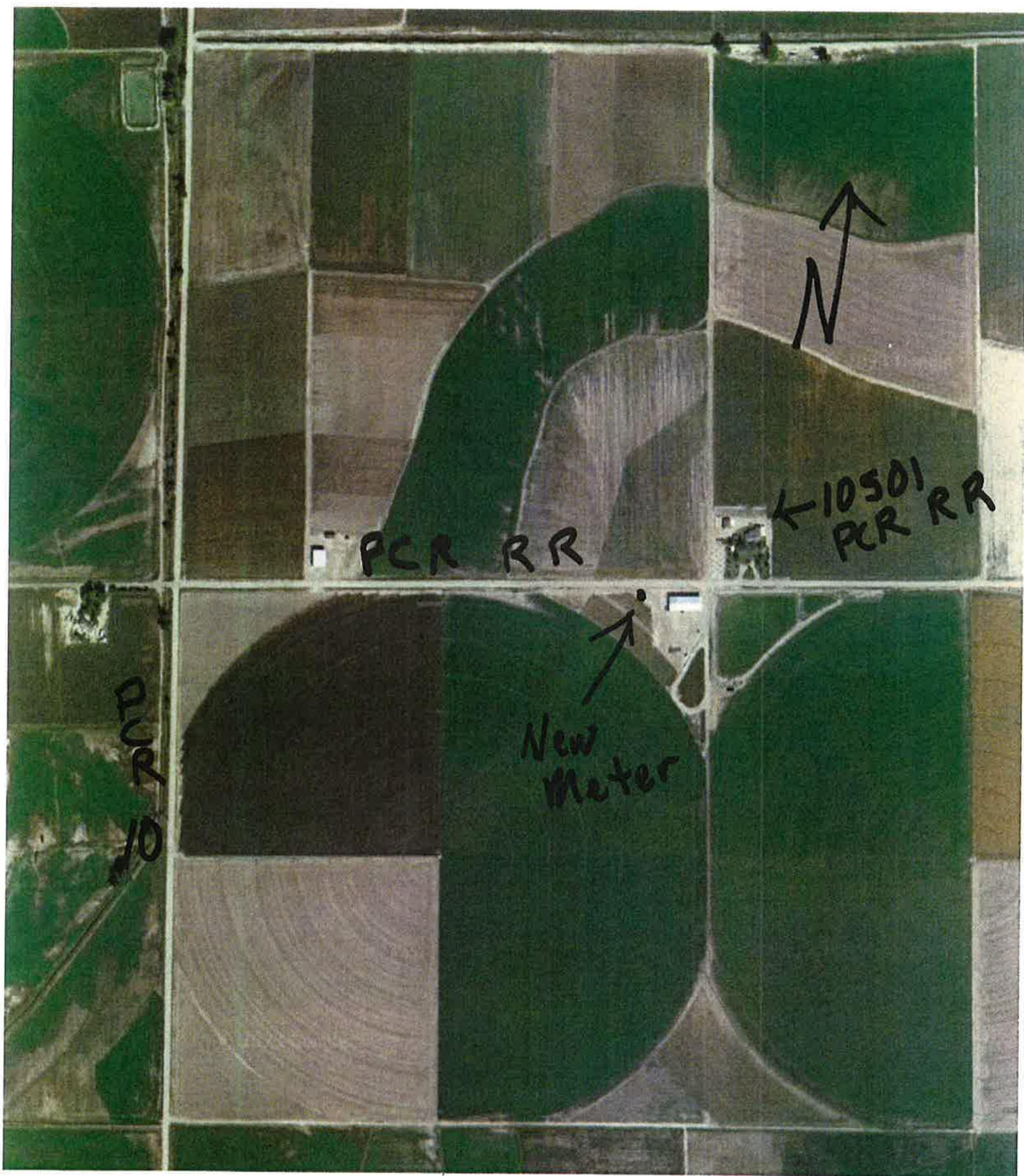
By \_\_\_\_\_  
Road & Bridge Supervisor (Date)

By \_\_\_\_\_  
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein.

PERMITTEE Signature:  DATE: 8.28.23





PCR RR

10501  
PCR RR

New  
Meter

RCD  
10

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9/12/2023

**Submitter:** Paula Gonzales

**Submitted to the County Administration Office on:** 8/31/2023

**Return Originals to:** Paula Gonzales / Administration Office

**Number of originals to return to Submitter:** 1

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:**

Consider approval of an addendum to the ACH Origination Agreement limits from \$500,000 to \$600,000 for Frontier Bank Account Number ending in 225.

**Justification or Background:**

This increase is needed to ensure proper processing of County General Payroll

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

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

Addendum

This addendum to the "ACH Origination Agreement" file origination limits supersedes any and all limits previously stated.

File Origination Limits

Maximum File Limit: Credit \$ 600,000 Debit \$ 600,000

File Submittal Frequency: Monthly

Account to be Debited and/or Credited: 0101225

Tax Id used for Transmission: 84-6000796

Bank Representative Name/Signature:

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Printed Name	Signature	Date
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Company Authorized Name/Signature on Account:

Ron Cook

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Printed Name	Signature	Date
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# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9/12/2023

**Submitter:** Paula Gonzales

**Submitted to the County Administration Office on:** 9/1/2023

**Return Originals to:** Paula Gonzales

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Certification of Consolidated Cost Allocation Plan for the year ending December 31, 2022.

**Justification or Background:**

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

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

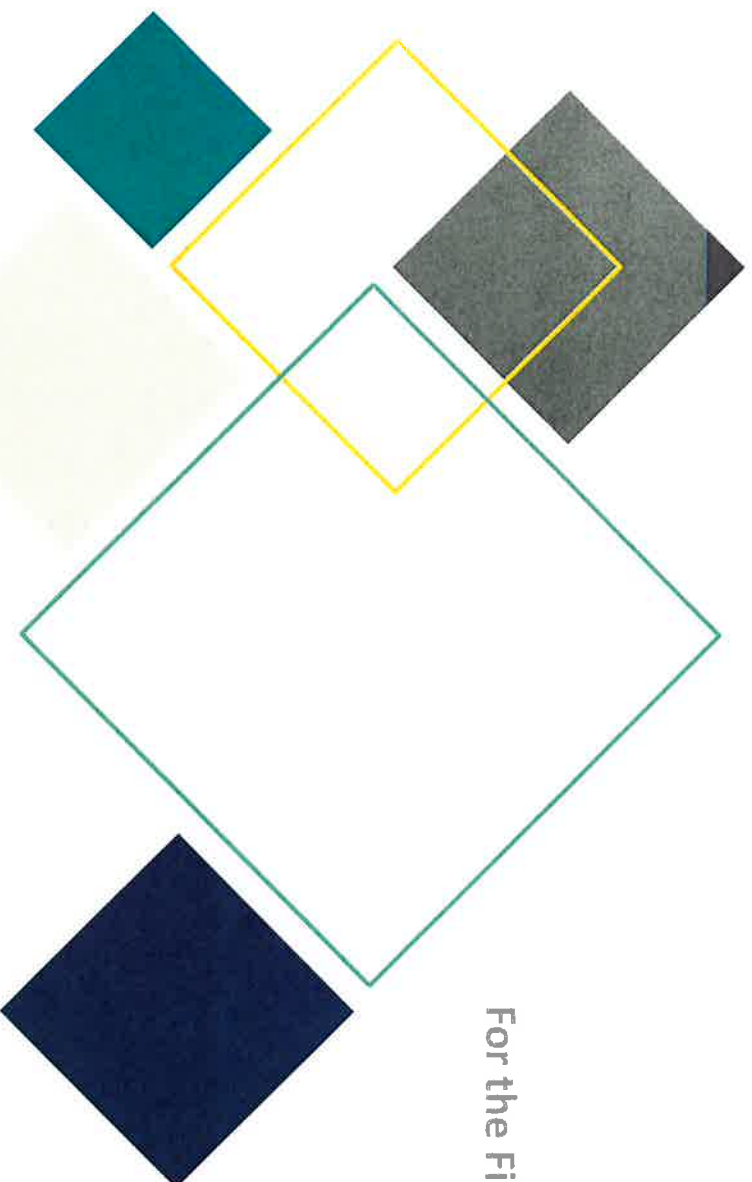


# **PROWERS COUNTY, COLORADO**

## **FEDERAL 2 CFR 200 COST ALLOCATION PLAN**

Based on Actual Expenditures

For the Fiscal Year Ended December 31, 2022



# **Table of Contents**

Section 1 Introduction

Section 2 Certification

Section 3 Organization Chart

Section 4 Cost Allocation Reimbursement for Human Services

Section 5 Reading the Cost Allocation Plan

Section 6 2 CFR Part 200 Cost Allocation Plan



## **Section 1**

### **Introduction**

## Introduction

The enclosed Indirect Cost Allocation Plan identifies the costs of indirect services provided by central service departments of Prowers County, Colorado (County) based on actual expenditures for fiscal year 2022. MGT Consulting Group (MGT) prepared these documents at the request of the County. The Cost Allocation Plan is used by the County to claim indirect costs as charges against awards (grants) and other funds.

These documents are prepared in compliance with 2 CFR Part 200. County personnel provided the expenditure and allocation data to MGT consultants. MGT consultants then prepared the Cost Allocation Plan utilizing a double step-down methodology.

### **Federal Approval of Cost Allocation Plan**

The County Cost Allocation Plan does not require federal approval prior to use. 2 CFR Part 200 requires only 'major local governments' to submit cost allocation plans for approval. Major local government is defined in Appendix V to Part 200, Paragraph B.5 as a government receiving more than \$100 million in direct Federal awards annually. All other local governments must maintain the plan and related supporting documentation for audit. The County received less than \$100 million in direct federal funding per the Schedule of Expenditures of Federal Awards in the most recent Single Audit.

The relevant sections of 2 CFR Part 200 are included in the paragraphs that follow:

*Appendix V to Part 200, Paragraph B.5. Major local government means local government that receives more than \$100 million in direct Federal awards subject to this Part.*

*Appendix V to Part 200, Paragraph D.2. Each major local government is also required to submit a plan to its cognizant agency for indirect costs annually.*

*Appendix V to Part 200, Paragraph D.3. All other local governments claiming central service costs must develop a plan in accordance with the requirements described in this Part and maintain the plan and related supporting documentation for audit. These local governments are not required to submit their plans for Federal approval unless they are specifically requested to do so by the cognizant agency for indirect costs. Where a local government only receives funds as a subrecipient, the pass-through entity will be responsible for monitoring the subrecipient's plan.*

### **Federal Approval of Indirect Cost Rates**

The County Indirect Cost Rates do not require federal approval prior to use. 2 CFR Part 200 requires government agencies or departments to submit indirect cost rates only if the department the rate is for receives more than \$35 million in direct federal funding annually. In the County, no one department received greater than \$35 million in direct federal funding per the Schedule of Expenditures of Federal Awards in the most recent Single Audit.

The relevant sections of 2 CFR Part 200 are included in the paragraphs that follow:

*Appendix VII to Part 200, Paragraph D.1.b. A governmental department or agency unit that receives more than \$35 million in direct Federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs. Other governmental department or agency must develop an indirect cost proposal in accordance with the requirements of this Part and maintain the proposal and related supporting documentation for audit. These governmental departments or agencies are not required to submit their proposals unless they are specifically requested to do so by the cognizant agency for indirect costs. Where a non-Federal entity only receives funds as a subrecipient, the pass-through entity will be responsible for negotiating and/or monitoring the subrecipient's indirect costs.*

## **Section 2**

### **Certification**

## Certificate of Cost Allocation Plan

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this proposal based on FY 2022 (Jan 1 – Dec 31, 2022) to establish cost allocations or billings or final indirect cost rates for FY 2024 (Jan 1 – Dec 31, 2024) are allowable in accordance with the requirements of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan and indirect cost proposal.

(2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Government Unit: **PROWERS COUNTY, COLORADO**

Signature:



Name of Official:

Paula Gonzales

Title:

Finance Director / Budget Officer

Date of Execution:

8/30/2023

## **Section 3**

### **Organization Chart**



Date 1-11-22

## **Section 4**

### **Human Services Reimbursement**



**Prowers County**  
**Proposed Cost Allocation Reimbursement for Human Services**  
**Based on FY2022 2 CFR Part 200 Cost Allocation Plan**

<b>Indirect Costs Allocated to Human Services</b>	<b>FY2020</b>	<b>FY2021</b>	<b>FY2022</b>
Building Depreciation	\$ 598	\$ 565	\$ 565
Equipment Depreciation	-	-	-
02 Other Admin Offices	35,582	37,313	37,313
03 County Attorney	8,586	9,266	9,266
05 Administration	20,749	22,198	22,198
11 Building Maintenance	120,916	154,466	154,466
14 IT Services	-	-	-
<b>Total</b>	<b>\$186,431</b>	<b>\$223,806</b>	<b>\$223,806</b>

**Calculation of County Reimbursement**

(A) Total of Current Year Actual	\$186,431	\$223,806	\$223,806
(B) Total of Two Year Prior Actual	204,676	172,673	186,431
(C) Rollforward (A - B)	-18,245	51,133	37,375
(D) Other Adjustments	0	0	0
(E) Current Year Fixed (A + C + D)	<u>\$168,186</u>	<u>\$274,939</u>	<u>\$261,181</u>

33% State Reimbursement  
32% State Reimbursement

32% for 50% of County FY2020 (starting in 2016)	\$26,910		
28% for 50% of County FY2020 (starting in July 2021)	<u>\$23,546</u>		
	<b>\$50,456</b>		
30% for 100% of County FY2021 (starting in Jan. 2022)		<b>\$82,482</b>	<b>\$78,354</b>

## **Section 5**

### **Reading a Cost Allocation Plan**

# **Reading the Cost Allocation Plan**

## **Overview**

The 2 CFR Part 200 Cost Allocation Plan is a document that distributes, or allocates, County indirect costs. Indirect costs are those costs incurred by County divisions and departments that benefit other County divisions and departments. Examples of indirect costs are accounting, purchasing, human resources and information technology.

The primary purpose for preparing the Cost Allocation Plan is to (1) identify the appropriate division and department indirect costs and (2) calculate corresponding indirect cost rates.

The significant steps involved in preparing the Cost Allocation Plan include the following:

- Identify the County divisions and departments that provide support to other divisions and departments. These divisions and departments are referred to as central service or allocating departments.
- Identify the County divisions and departments that receive support from other divisions and departments. These departments are referred to as grantee or receiving departments.

- Accumulate the allowable actual expenditures of the County divisions and departments that provide support to other divisions and departments.
- Distribute, or allocate, the allowable expenditures of the County divisions and departments that provide support to other County divisions and departments based on available, meaningful, measurable and auditable allocation statistics that match the service provided to the service received.

### **Process**

A double-step down allocation methodology is used to allocate the allowable costs of the central service divisions and departments. This methodology recognizes the cross support provided between central service divisions and departments. For example, accounting supports information technology by providing payroll, paying vouchers and preparing a budget. Information technology, however, also supports accounting by providing software and hardware and by maintaining and administering various applications and systems.

The double-step down methodology requires an initial sequencing of allocating divisions and departments. In the first step of the double-step methodology, allowable costs from central service divisions and departments are allocated in the sequence selected to all County divisions, departments and funds; including to other central service divisions and departments. The second step in the double-step down methodology is made to fully account for the cross support provided between central service divisions and departments. Central

service divisions and departments are closed after the second step in the double-step down allocation methodology.

## **Sections**

### **Table of Contents**

The first few pages of the Cost Allocation Plan are the Table of Contents. The column on the left side of the pages lists the central service, or allocating, divisions and departments. Each central service division and department is broken down into functions. Functions are the specific services provided by a particular division and department. The middle column lists the allocation base for each corresponding function. The column on the right side of the pages is the applicable page number.

### **Summary Schedule**

The next few pages of the Cost Allocation Plan are the Summary Schedule. The Summary Schedule identifies the total dollar amount allocated from every allocating division and department to every receiving division and department. Allocating divisions and departments are listed down the left column and receiving divisions, departments and funds are listed across the top of each page.

### Detail Schedules

The remaining pages of the Cost Allocation Plan are the details schedules for every central service division and department. The details schedule for each central service division and department is structured in the following format.

**Narrative.** Lists the division and department name, provides a brief description of the activities performed, it identifies the functions and the corresponding allocation base.

**Departmental Costs (A).** The actual expenditures for that division and department.

**Incoming Costs (B).** The support costs coming into the division and department from other allocating divisions and departments.

**Total Allocated (C).** The total amount allocated for that division and department. This amount is found at the end of the Incoming Costs schedule.

**Function Allocations.** The distribution, or allocation, of the Total Allocated costs by function.

**Allocation Summary.** The summary of allocated costs by function.

## **Section 6**

### **Central Services Cost Allocation Plan**

**Prowers County  
2 CFR Part 200**

FY2022  
8/16/2023

Table of Contents

Schedule Description	Allocation Basis Units	Allocation Basis Source	Page #
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Summary Schedule			3
Building Depreciation			7
1 Department Costs			8
1 Incoming Costs			9
1 Courthouse			10
1 Maxwell Annex			11
1 Allocation Summary			12
Equipment Depreciation			13
2 Department Costs			14
2 Incoming Costs			15
2 Equipment Depreciation			16
2 Allocation Summary			17
02 Other Admin Offices			18
4 Department Costs			19
4 Incoming Costs			21
4 Countywide			22
4 Audit			23
4 Other Costs			24
4 Courthouse			25
4 Vehicle Insurance			26
4 Workers Comp			27
4 Allocation Summary			28
03 County Attorney			29
5 Department Costs			30
5 Incoming Costs			31
5 County Attorney			32
5 Allocation Summary			33
05 Administration			34
7 Department Costs			35
7 Incoming Costs			36
7 Finance			37
7 HR/Payroll			38
7 Accounts Payable			39
7 Allocation Summary			

Expenditures by fund/dept  
Expenditures by fund/dept excluding DHS  
\*\*Not Allocated\*\*  
FTEs of occupying depts  
Actual cost by fund/dept  
Actual cost by fund/dept

FTEs by fund/dept

Operating expenditures by fund/dept  
FTE count by fund/dept excluding DHS  
Number of AP/PR transactions by fund/dept



**Prowers County  
2 CFR Part 200**

**FY2022  
8/16/2023**

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12 Department Costs	41
12 Incoming Costs	45
12 Annex	46
12 Courthouse	47
12 Fairgrounds	48
12 Johnson Building	49
12 Museum	50
12 Countywide Maintenance	51
12 Single Occupant Buildings	52
12 Other Costs	
12 Allocation Summary	53
14 IT Services	
15 Department Costs	54
15 Incoming Costs	55
15 IT Countywide	56
15 Allocation Summary	57
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FTEs of occupying depts  
FTEs of occupying depts  
Direct to Other  
Direct to District Attorney  
Direct to Other  
FTEs by fund/dept excl. R&B, Sheriff, Transit & Comm Resources  
Actual costs by fund/dept.  
\*\*Not Allocated\*\*

Device counts by fund/dept excluding DHS

**Prowers County  
2 CFR Part 200**

FY2022  
8/16/2023

Summary Schedule

Department	01 Commissioners	04 Public Trustee	07 County Clerk Operations	08 County Clerk Elections	09 County Treasurer	10 County Assessor	12 District Attorney	13 County Sheriff	15 County Coroner	16 Emergency Management
1 Building Depreciation	\$1,518	\$0	\$2,531	\$506	\$1,518	\$2,024	\$0	\$0	\$14	\$0
2 Equipment Depreciation	7,400	0	0	0	0	0	0	0	0	0
4 02 Other Admin Offices	4,328	129	6,308	1,853	3,653	5,703	5,459	47,861	1,410	933
5 03 County Attorney	1,036	0	1,726	345	1,036	1,381	0	10,700	345	345
7 05 Administration	6,173	450	7,878	3,568	5,458	7,105	2,124	48,418	2,493	2,489
12 11 Building Maintenance	22,986	0	38,310	7,662	22,986	30,648	14,033	0	4,505	0
15 14 IT Services	4,561	0	5,212	9,773	8,144	10,750	0	51,471	3,258	652
<b>Total Current Allocations</b>	<b>\$48,002</b>	<b>\$579</b>	<b>\$61,965</b>	<b>\$23,707</b>	<b>\$42,795</b>	<b>\$57,611</b>	<b>\$21,615</b>	<b>\$158,451</b>	<b>\$12,025</b>	<b>\$4,418</b>

**Prowers County  
2 CFR Part 200**

FY2022  
8/16/2023

Summary Schedule

Department	17 Public Health Services	19 Extension Service	22 Big Timbers Museum	24 Prowers Prevention Project	25 Prowers Area Transit	27 Community Resource Services	31 UPS	32 Rural Fire Department	36 Land Use	Fd02 Road & Bridge
1 Building Depreciation	\$0	\$14	\$0	\$0	\$0	\$0	\$0	\$0	\$14	\$0
2 Equipment Depreciation	0	0	0	0	0	0	0	0	0	0
4 02 Other Admin Offices	0	936	924	0	7,702	1,309	0	3,000	1,919	37,122
5 03 County Attorney	0	345	690	0	2,761	0	0	345	345	5,178
7 05 Administration	0	1,648	3,405	0	10,716	1,840	0	4,944	3,459	32,016
12 11 Building Maintenance	0	4,505	6,235	0	0	0	0	3,117	4,505	0
15 14 IT Services	0	0	3,909	0	11,728	0	1,955	2,606	4,561	5,864
<b>Total Current Allocations</b>	<b>\$0</b>	<b>\$7,447</b>	<b>\$15,163</b>	<b>\$0</b>	<b>\$32,907</b>	<b>\$3,149</b>	<b>\$1,955</b>	<b>\$14,013</b>	<b>\$14,803</b>	<b>\$80,180</b>

**Prowers County**  
**2 CFR Part 200**

FY2022  
8/16/2023

Summary Schedule

Department	Fd03 Sales Use Tax	Fd04 Contingent	Fd05 Library Conservation Trust	Fd06	Fd07 Capital	Fd08 Outside Agency	Fd09 Lodging Tax	Fd10 Human Services	Fd11 Public Health	Fd12 H3C
1 Building Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$671	\$356	\$383
2 Equipment Depreciation	0	0	0	0	0	0	0	0	0	0
4 02 Other Admin Offices	36,558	0	0	541	8,513	22,675	1,586	144	39,391	1,285
5 03 County Attorney	0	0	0	0	0	0	0	16,914	8,975	9,665
7 05 Administration	16,325	0	0	517	3,958	10,152	2,344	0	49,193	14,127
12 11 Building Maintenance	0	0	0	0	0	0	0	155,999	117,135	126,145
15 14 IT Services	0	0	0	0	0	0	0	0	70,366	50,168
Total Current Allocations	\$52,883	\$0	\$0	\$1,058	\$12,471	\$32,827	\$3,931	\$173,727	\$285,416	\$201,774

**Prowers County  
2 CFR Part 200**

**Summary Schedule**

FY2022  
8/16/2023

Department	Fd13 CRMC	Fd14 OPC	Other	2nd Allocation Orphans	Total
1 Building Depreciation	\$0	\$0	\$0	\$0	\$9,549
2 Equipment Depreciation	0	0	0	0	7,400
4 02 Other Admin Offices	22,202	21,457	2,183	0	287,084
5 03 County Attorney	11,391	8,284	0	0	81,806
7 05 Administration	29,996	26,025	0	0	296,822
12 11 Building Maintenance	102,873	74,817	79,030	0	815,490
15 14 IT Services	0	0	0	0	244,978
<b>Total Current Allocations</b>	<b>\$166,463</b>	<b>\$130,583</b>	<b>\$81,214</b>	<b>\$0</b>	<b>\$1,743,130</b>

## Building Depreciation Nature and Extent of Services

The Building Depreciation department was created to capture annual the annual depreciation amount for County buildings. The Building Depreciation department includes the following functions:

Courthouse. Actual annual depreciation on the County Courthouse is included in this function. Courthouse depreciation is allocated based on the square footage of occupied space.

Maxwell Annex. Actual annual depreciation on the Maxwell Annex building is included in this function. Maxwell Annex depreciation is allocated based on the square footage of occupied space.

**Prowers County  
2 CFR Part 200**

FY2022  
8/16/2023  
Dept: 1 Building Depreciation

**A. Department Costs**

Description	Amount	General Admin	Courthouse	Maxwell Annex
<b>Personnel Costs</b>				
Salaries	0	0	0	0
Salary % Split		.00%	.00%	.00%
Benefits	0	0	0	0
Subtotal - Personnel Costs	0	0	0	0
<b>Services &amp; Supplies Cost</b>				
Courthouse Depreciation	10,122	0	10,122	0
Maxwell Annex Depreciation	1,561	0	0	1,561
Subtotal - Services & Supplies	11,683	0	10,122	1,561
<b>Department Cost Total</b>	11,683	0	10,122	1,561
<b>Adjustments to Cost</b>				
Subtotal - Adjustments	0	0	0	0
<b>Total Costs After Adjustments</b>	11,683	0	10,122	1,561
<b>General Admin Distribution</b>		0	0	0
<b>Grand Total</b>	<u>\$11,683</u>	<u>\$10,122</u>	<u>\$1,561</u>	

B. Incoming Costs - (Default Spread Expense%)

No Indirect Costs

**Prowers County**  
**2 CFR Part 200**

**FY2022**  
**8/16/2023**  
**Dept:1 Building Depreciation**

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**Prowers County  
2 CFR Part 200**

FY2022  
8/16/2023

**Courthouse Allocations**

Dept: 1 Building Depreciation

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	3	15.00%	\$1,518	\$0	\$1,518	\$0	\$1,518
7 05 Administration	4	20.00%	2,024	0	2,024	0	2,024
8 07 County Clerk Operations	5	25.00%	2,531	0	2,531	0	2,531
9 08 County Clerk Elections	1	5.00%	506	0	506	0	506
10 09 County Treasurer	3	15.00%	1,518	0	1,518	0	1,518
11 10 County Assessor	4	20.00%	2,024	0	2,024	0	2,024
<b>Subtotal</b>	<b>20</b>	<b>100.00%</b>	<b>10,122</b>	<b>0</b>	<b>10,122</b>	<b>0</b>	<b>10,122</b>
Direct Bills					0		0
<b>Total</b>					<b>\$10,122</b>		<b>\$10,122</b>

Basis Units: FTEs of occupying depts  
Source:

**Prowers County  
2 CFR Part 200**

FY2022  
8/16/2023

Maxwell Annex Allocations

Dept: 1 Building Depreciation

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
12 11 Building Maintenance	8	7.02%	\$110	\$0	\$110	\$0	\$110
16 15 County Coroner	1	0.88%	14	0	14	0	14
19 19 Extension Service	1	0.88%	14	0	14	0	14
26 36 Land Use	1	0.88%	14	0	14	0	14
35 Fd10 Human Services	49	42.98%	671	0	671	0	671
36 Fd11 Public Health	26	22.81%	356	0	356	0	356
37 Fd12 H3C	28	24.56%	383	0	383	0	383
<b>Subtotal</b>	<b>114</b>	<b>100.00%</b>	<b>1,561</b>	<b>0</b>	<b>1,561</b>	<b>0</b>	<b>1,561</b>
Direct Bills					0		0
<b>Total</b>					<b>\$1,561</b>		<b>\$1,561</b>

Basis Units: FTEs of occupying depts

Source:

**Prowers County**  
**2 CFR Part 200**

FY2022  
8/16/2023

Allocation Summary

Dept: 1 Building Depreciation

Department	Courthouse	Maxwell Annex	Total
3 01 Commissioners	\$1,518	\$0	\$1,518
7 05 Administration	2,024	0	2,024
8 07 County Clerk Operations	2,531	0	2,531
9 08 County Clerk Elections	506	0	506
10 09 County Treasurer	1,518	0	1,518
11 10 County Assessor	2,024	0	2,024
12 11 Building Maintenance	0	110	110
16 15 County Coroner	0	14	14
19 19 Extension Service	0	14	14
26 36 Land Use	0	14	14
35 Fd10 Human Services	0	671	671
36 Fd11 Public Health	0	356	356
37 Fd12 H3C	0	383	383
<b>Total</b>	<b>\$10,122</b>	<b>\$1,561</b>	<b>\$11,683</b>

**Equipment Depreciation  
Nature and Extent of Services**

The Equipment Depreciation department was created to capture annual the annual depreciation amount for County equipment. The Depreciation department includes the following function:

Equipment Depreciation. Actual annual depreciation of equipment is included in this function and allocated to each department by actual depreciation.

**Prowers County**  
**2 CFR Part 200**

**A. Department Costs**

FY2022  
8/16/2023  
Dept:2 Equipment Depreciation

Description	Amount	General Admin	Equipment Depreciation
<b>Personnel Costs</b>			
Salaries	S	0	0
Salary % Split		.00%	.00%
Benefits	S	0	0
Subtotal - Personnel Costs	0	0	0
<b>Services &amp; Supplies Cost</b>			
Vehicle Depreciation	P	0	20,357
Subtotal - Services & Supplies	20,357	0	20,357
<b>Department Cost Total</b>	20,357	0	20,357
<b>Adjustments to Cost</b>			
Subtotal - Adjustments	0	0	0
<b>Total Costs After Adjustments</b>	20,357	0	20,357
<b>General Admin Distribution</b>		0	0
<b>Grand Total</b>	<u>\$20,357</u>	<u>\$20,357</u>	

B. Incoming Costs - (Default Spread Expense%)

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No Indirect Costs

Dept:2 Equipment Depreciation

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**Equipment Depreciation Allocations**

Dept:2 Equipment Depreciation

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	7,400	36.35%	\$7,400	\$0	\$7,400	\$0	\$7,400
12 11 Building Maintenance	12,957	63.65%	12,957	0	12,957	0	12,957
<b>Subtotal</b>	20,357	100.00%	20,357	0	20,357	0	20,357
Direct Bills					0		0
<b>Total</b>					<b>\$20,357</b>		<b>\$20,357</b>

Basis Units: Actual Depreciation by Dept.  
Source:

**Prowers County  
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**Dept:2 Equipment Depreciation**

**Allocation Summary**

Department	Equipment Depreciation	Total
3 01 Commissioners	\$7,400	\$7,400
12 11 Building Maintenance	12,957	12,957
<b>Total</b>	<b>\$20,357</b>	<b>\$20,357</b>



## 02 Other Admin Offices Nature and Extent of Services

The Other Admin Offices department contains several countywide allocable expenditures including audit, insurance, and other administrative costs. The Administration department includes the following functions.

Countywide. Costs associated with overall County administration are allocated based on expenditures by fund/dept.

Audit. Audit costs are allocated based on expenditures by fund/dept excluding DHS.

Other Costs. Costs associated with Clerk & Recorder activities are allocated directly to Clerk & Recorder.

Courthouse. Costs associated with the Courthouse Security Maintenance are allocated based on FTE by fund/dept to occupants of the Courthouse.

Vehicle Insurance. Vehicle insurance costs paid by District Attorney, Human Services, and the Welcome Home Center are allocated based on actual cost by fund/dept.

Workers Comp. Workers comp costs paid by District Attorney, Human Services, and the Welcome Home Center are allocated based on actual cost by fund/dept.

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**A. Department Costs**

Dept: 4 02 Other Admin Offices

Description	Amount	General Admin	Countywide	Audit	Other Costs	Courthouse	Vehicle Insurance	Workers Comp
<b>Personnel Costs</b>								
Salaries	0	0	0	0	0	0	0	0
Salary % Split		.00%	.00%	.00%	.00%	.00%	.00%	.00%
Benefits	22,202	0	22,202	0	0	0	0	0
Subtotal - Personnel Costs	22,202	0	22,202	0	0	0	0	0
<b>Services &amp; Supplies Cost</b>								
American Rescue Plan Expense	0	0	0	0	0	0	0	0
Advertising/Legal Notices	0	0	0	0	0	0	0	0
Annual Audit Expense	24,625	0	0	24,625	0	0	0	0
Bristol Water & San. Support	0	0	0	0	0	0	0	0
CCI Dues	13,500	0	0	0	13,500	0	0	0
Contingency	35,856	0	0	0	35,856	0	0	0
County Holiday Expense	7,394	0	0	0	7,394	0	0	0
County Treasurer Fees	138,437	0	0	0	138,437	0	0	0
COVID Expense	0	0	0	0	0	0	0	0
Courthouse Security Maintenance	0	0	0	0	0	0	0	0
E911 Operating Expense	229,164	0	0	0	229,164	0	0	0
Economic Development	3,870	0	0	0	3,870	0	0	0
Holly - Soil Conservation Pmnt	2,000	0	0	0	2,000	0	0	0
Holly Ambulance Assistance	0	0	0	0	0	0	0	0
Holly Gateway Fair Board	5,000	0	0	0	5,000	0	0	0
Jail Monitoring Lease	482,035	0	0	0	482,035	0	0	0
Lamar - Soil Conservation Pmnt	2,000	0	0	0	2,000	0	0	0
Lamar Ambulance Assistance	120,000	0	0	0	120,000	0	0	0
Lamar Chamber Dues	500	0	0	0	500	0	0	0
LAWMA Shares Assessment	2,489	0	0	0	2,489	0	0	0
Mileage/Meeting Expense	6,895	0	0	0	6,895	0	0	0
Misc - Open Enrollment Exp	0	0	0	0	0	0	0	0
Miscellaneous	2,251	0	0	0	2,251	0	0	0

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**A. Department Costs**

Dept: 4 02 Other Admin Offices

Description	Amount	General Admin	Countywide	Audit	Other Costs	Courthouse	Vehicle Insurance	Workers Comp
NACO Dues	900	0	0	0	900	0	0	0
PEP Support	20,000	0	0	0	20,000	0	0	0
Plat Maps/Books	1,344	0	0	0	1,344	0	0	0
Professional Services	528	0	0	0	528	0	0	0
Property & Liability Insurance	273,202	0	273,202	0	0	0	0	0
Property Tax Incentive Rebates	0	0	0	0	0	0	0	0
RESADA	4,732	0	0	0	4,732	0	0	0
SCEDD Annual Dues	2,887	0	0	0	2,887	0	0	0
SE&E Colorado Recycling Assoc	4,000	0	0	0	4,000	0	0	0
SEBREA Dues	1,000	0	0	0	1,000	0	0	0
SECED Dues	2,547	0	0	0	2,547	0	0	0
SECRETAC Support	9,000	0	0	0	9,000	0	0	0
SS Fair Board Contract	50,000	0	0	0	50,000	0	0	0
SW Chief Rail Line Grant Cont	0	0	0	0	0	0	0	0
Transfer Out to PHA Fund	42,062	0	0	0	0	0	0	0
Vehicle Insurance (DA, DHS, WHC)	4,497	0	0	0	0	0	4,497	0
Work Comp (DA, DHS, WHC)	11,814	0	0	0	0	0	0	11,814
Subtotal - Services & Supplies	1,504,529	0	273,202	24,625	1,148,329	0	4,497	11,814
Department Cost Total	1,526,731	0	295,404	24,625	1,148,329	0	4,497	11,814
Adjustments to Cost								
Transfer Out to PHA Fund	(42,062)	0	0	0	0	0	0	0
Subtotal - Adjustments	(42,062)	0	0	0	0	0	0	0
Total Costs After Adjustments	1,484,669	0	295,404	24,625	1,148,329	0	4,497	11,814
General Admin Distribution		0	0	0	0	0	0	0
Grand Total	\$1,484,669		\$295,404	\$24,625	\$1,148,329	\$0	\$4,497	\$11,814
				not allocated				

**Prowers County  
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**B. Incoming Costs - (Default Spread Expense%)**

Dept: 4 02 Other Admin Offices

Department	First Incoming	Second Incoming	Countywide	Audit	Other Costs	Courthouse	Vehicle Insurance	Workers Comp
4 Countywide	\$0	\$20,339	\$4,047	\$337	\$15,731	\$0	\$62	\$162
4 Audit	0	1,695	337	28	1,311	0	5	13
Subtotal - 02 Other Admin Offices	0	22,034	4,384	365	17,042	0	67	175
7 Finance	0	8,638	1,719	143	6,681	0	26	69
7 Accounts Payable	0	1,628	324	27	1,259	0	5	13
Subtotal - 05 Administration	0	10,266	2,043	170	7,940	0	31	82
<b>Total Incoming</b>	0	32,300	6,427	536	24,983	0	98	257
<b>C. Total Allocated</b>		<b>\$1,516,969</b>	<b>\$301,831</b>	<b>\$25,161</b>	<b>\$1,173,312</b>	<b>\$0</b>	<b>\$4,595</b>	<b>\$12,071</b>
			19.90%	1.66%	77.35%		0.30%	0.80%

**Prowers County  
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**Countywide Allocations**

Dept:4 02 Other Admin Offices

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	284,956.39	1.32%	\$3,904	\$0	\$3,904	\$91	\$3,995
4 02 Other Admin Offices	1,484,669.27	6.88%	20,339	0	20,339	0	20,339
5 03 County Attorney	84,042.50	0.39%	1,151	0	1,151	27	1,178
6 04 Public Trustee	8,491.26	0.04%	116	0	116	3	119
7 05 Administration	280,446.34	1.30%	3,842	0	3,842	90	3,932
8 07 County Clerk Operations	415,332.73	1.93%	5,690	0	5,690	133	5,823
9 08 County Clerk Elections	122,002.47	0.57%	1,671	0	1,671	39	1,710
10 09 County Treasurer	240,521.09	1.12%	3,295	0	3,295	77	3,372
11 10 County Assessor	375,517.42	1.74%	5,144	0	5,144	120	5,264
12 11 Building Maintenance	862,554.93	4.00%	11,816	0	11,816	276	12,092
13 12 District Attorney	293,969.00	1.36%	4,027	0	4,027	94	4,121
14 13 County Sheriff	3,151,280.71	14.61%	43,170	0	43,170	1,009	44,178
15 14 IT Services	253,027.10	1.17%	3,466	0	3,466	81	3,547
16 15 County Coroner	92,818.70	0.43%	1,272	0	1,272	30	1,301
17 16 Emergency Management	61,406.58	0.28%	841	0	841	20	861
19 19 Extension Service	61,601.43	0.29%	844	0	844	20	864
20 22 Big Timbers Museum	60,816.08	0.28%	833	0	833	19	853
22 25 Prowers Area Transit	507,112.21	2.35%	6,947	0	6,947	162	7,109
23 27 Community Resource Services	86,187.77	0.40%	1,181	0	1,181	28	1,208
25 32 Rural Fire Department	197,559.45	0.92%	2,706	0	2,706	63	2,770
26 36 Land Use	126,380.89	0.59%	1,731	0	1,731	40	1,772
27 Fd02 Road & Bridge	2,444,239.46	11.33%	33,484	0	33,484	782	34,266
28 Fd03 Sales Use Tax	2,407,081.97	11.16%	32,975	0	32,975	770	33,745
31 Fd06 Conservation Trust	35,596.22	0.17%	488	0	488	11	499
32 Fd07 Capital	560,508.16	2.60%	7,678	0	7,678	179	7,858
33 Fd08 Outside Agency	1,492,981.73	6.92%	20,452	0	20,452	478	20,930
34 Fd09 Lodging Tax	104,453.28	0.48%	1,431	0	1,431	33	1,464
36 Fd11 Public Health	2,593,622.19	12.03%	35,530	0	35,530	830	36,360
38 Fd13 CRMC	1,461,864.12	6.78%	20,026	0	20,026	468	20,494
39 Fd14 OPC	1,412,811.62	6.55%	19,354	0	19,354	452	19,806
<b>Subtotal</b>	<b>21,563,853.07</b>	<b>100.00%</b>	<b>295,404</b>	<b>0</b>	<b>295,404</b>	<b>6,427</b>	<b>301,831</b>
<b>Direct Bills</b>				<b>0</b>			<b>0</b>
<b>Total</b>					<b>\$295,404</b>		<b>\$301,831</b>

Basis Units: Expenditures by fund/dept  
Source:

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**Audit Allocations**

Dept: 4 02 Other Admin Offices

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	284,956.39	1.32%	\$325	\$0	\$325	\$8	\$333
4 02 Other Admin Offices	1,484,669.27	6.88%	1,695	0	1,695	0	1,695
5 03 County Attorney	84,042.50	0.39%	96	0	96	2	98
6 04 Public Trustee	8,491.26	0.04%	10	0	10	0	10
7 05 Administration	280,446.34	1.30%	320	0	320	7	328
8 07 County Clerk Operations	415,332.73	1.93%	474	0	474	11	485
9 08 County Clerk Elections	122,002.47	0.57%	139	0	139	3	143
10 09 County Treasurer	240,521.09	1.12%	275	0	275	6	281
11 10 County Assessor	375,517.42	1.74%	429	0	429	10	439
12 11 Building Maintenance	862,554.93	4.00%	985	0	985	23	1,008
13 12 District Attorney	293,969.00	1.36%	336	0	336	8	344
14 13 County Sheriff	3,151,280.71	14.61%	3,599	0	3,599	84	3,683
15 14 IT Services	253,027.10	1.17%	289	0	289	7	296
16 15 County Coroner	92,818.70	0.43%	106	0	106	2	108
17 16 Emergency Management	61,406.58	0.28%	70	0	70	2	72
19 19 Extension Service	61,601.43	0.29%	70	0	70	2	72
20 22 Big Timbers Museum	60,816.08	0.28%	69	0	69	2	71
22 25 Prowers Area Transit	507,112.21	2.35%	579	0	579	14	593
23 27 Community Resource Services	86,187.77	0.40%	98	0	98	2	101
25 32 Rural Fire Department	197,559.45	0.92%	226	0	226	5	231
26 36 Land Use	126,380.89	0.59%	144	0	144	3	148
27 Fd02 Road & Bridge	2,444,239.46	11.33%	2,791	0	2,791	65	2,856
28 Fd03 Sales Use Tax	2,407,081.97	11.16%	2,749	0	2,749	64	2,813
31 Fd06 Conservation Trust	35,596.22	0.17%	41	0	41	1	42
32 Fd07 Capital	560,508.16	2.60%	640	0	640	15	655
33 Fd08 Outside Agency	1,492,981.73	6.92%	1,705	0	1,705	40	1,745
34 Fd09 Lodging Tax	104,453.28	0.48%	119	0	119	3	122
36 Fd11 Public Health	2,593,622.19	12.03%	2,962	0	2,962	69	3,031
38 Fd13 CRMC	1,461,864.12	6.78%	1,669	0	1,669	39	1,708
39 Fd14 OPC	1,412,811.62	6.55%	1,613	0	1,613	38	1,651
<b>Subtotal</b>	<b>21,563,853.07</b>	<b>100.00%</b>	<b>24,625</b>	<b>0</b>	<b>24,625</b>	<b>536</b>	<b>25,161</b>
<b>Direct Bills</b>			<b>0</b>				<b>0</b>
<b>Total</b>					<b>\$24,625</b>		<b>\$25,161</b>

Basis Units: Expenditures by fund/dept excluding DHS  
Source:

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**Courthouse Allocations**

Dept: 4 02 Other Admin Offices

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	3	15.00%	\$0	\$0	\$0	\$0	\$0
7 05 Administration	4	20.00%	0	0	0	0	0
8 07 County Clerk Operations	5	25.00%	0	0	0	0	0
9 08 County Clerk Elections	1	5.00%	0	0	0	0	0
10 09 County Treasurer	3	15.00%	0	0	0	0	0
11 10 County Assessor	4	20.00%	0	0	0	0	0
Subtotal	20	100.00%	0	0	0	0	0
Direct Bills							0
<b>Total</b>							<b>\$0</b>

Basis Units: FTEs of occupying depts  
Source:

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Vehicle Insurance Allocations

Dept: 4 02 Other Admin Offices

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
13 12 District Attorney	346	7.69%	\$346	\$0	\$346	\$8	\$354
35 Fd10 Human Services	3,113	69.22%	3,113	(3,113)	0	68	68
37 Fd12 H3C	346	7.69%	346	0	346	8	354
40 Other	692	15.39%	692	0	692	15	707
<b>Subtotal</b>	<b>4,497</b>	<b>100.00%</b>	<b>4,497</b>	<b>(3,113)</b>	<b>1,384</b>	<b>98</b>	<b>1,482</b>
Direct Bills					3,113		3,113
<b>Total</b>					<b>\$4,497</b>		<b>\$4,595</b>
Basis Units: Actual cost by fund/dept							
Source:							



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**Workers Comp Allocations**

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Dept:4 02 Other Admin Offices

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
13 12 District Attorney	635.00	5.31%	\$627	\$0	\$627	\$14	\$640
35 Fd10 Human Services	8,947.00	74.75%	8,831	(8,947)	(116)	192	76
37 Fd12 H3C	923.52	7.72%	912	0	912	20	931
40 Other	1,464.00	12.23%	1,445	0	1,445	31	1,476
<b>Subtotal</b>	<b>11,969.52</b>	<b>100.00%</b>	<b>11,814</b>	<b>(8,947)</b>	<b>2,867</b>	<b>257</b>	<b>3,124</b>
Direct Bills					8,947		8,947
<b>Total</b>							
Basis Units: Actual cost by fund/dept							
Source:							
					\$11,814		\$12,071

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Allocation Summary

Dept:4 02 Other Admin Offices

Department	Countywide	Audit	Other Costs	Courthouse	Vehicle Insurance	Workers Comp	Total
0 Direct Billed	\$0	\$0	\$0	\$0	\$3,113	\$8,947	\$12,060
3 01 Commissioners	3,995	333	0	0	0	0	4,328
4 02 Other Admin Offices	20,339	1,695	0	0	0	0	22,034
5 03 County Attorney	1,178	98	0	0	0	0	1,276
6 04 Public Trustee	119	10	0	0	0	0	129
7 05 Administration	3,932	328	0	0	0	0	4,259
8 07 County Clerk Elections	5,823	485	0	0	0	0	6,308
9 08 County Clerk Elections	1,710	143	0	0	0	0	1,853
10 09 County Treasurer	3,372	281	0	0	0	0	3,653
11 10 County Assessor	5,264	439	0	0	0	0	5,703
12 11 Building Maintenance	12,092	1,008	0	0	0	0	13,100
13 12 District Attorney	4,121	344	0	0	354	640	5,459
14 13 County Sheriff	44,178	3,683	0	0	0	0	47,861
15 14 IT Services	3,547	296	0	0	0	0	3,843
16 15 County Coroner	1,301	108	0	0	0	0	1,410
17 16 Emergency Management	861	72	0	0	0	0	933
19 19 Extension Service	864	72	0	0	0	0	936
20 22 Big Timbers Museum	853	71	0	0	0	0	924
22 25 Prowers Area Transit	7,109	593	0	0	0	0	7,702
23 27 Community Resource Services	1,208	101	0	0	0	0	1,309
25 32 Rural Fire Department	2,770	231	0	0	0	0	3,000
26 36 Land Use	1,772	148	0	0	0	0	1,919
27 Fd02 Road & Bridge	34,266	2,856	0	0	0	0	37,122
28 Fd03 Sales Use Tax	33,745	2,813	0	0	0	0	36,558
31 Fd06 Conservation Trust	499	42	0	0	0	0	541
32 Fd07 Capital	7,858	655	0	0	0	0	8,513
33 Fd08 Outside Agency	20,930	1,745	0	0	0	0	22,675
34 Fd09 Lodging Tax	1,464	122	0	0	0	0	1,586
35 Fd10 Human Services	0	0	0	0	68	76	144
36 Fd11 Public Health	36,360	3,031	0	0	0	0	39,391
37 Fd12 H3C	0	0	0	0	354	931	1,285
38 Fd13 CRMC	20,494	1,708	0	0	0	0	22,202
39 Fd14 OPC	19,806	1,651	0	0	0	0	21,457
40 Other	0	0	0	0	707	1,476	2,183
<b>Total</b>	<b>\$301,831</b>	<b>\$25,161</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,595</b>	<b>\$12,071</b>	<b>\$343,657</b>

**Attorney  
Nature and Extent of Services**

The contracted Attorney represents the County in all legal matters. The Attorney department includes the following function.

Attorney. Costs associated with providing legal counsel and services for departments are allocated based on the number of FTEs by fund/dept.

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**A. Department Costs**

Dept:5 03 County Attorney

Description	Amount	General Admin	County Attorney
<b>Personnel Costs</b>			
Salaries	S1	0	0
Salary % Split		.00%	.00%
Benefits	S	0	0
Subtotal - Personnel Costs		0	0
<b>Services &amp; Supplies Cost</b>			
Legal Fees - Litigation	S	0	0
Postage/Copies/Fees	S	0	0
Prof Services - 1041 Reg	D	0	0
Prof Services - Spec Projects	S	43	43
Professional Services	S	84,000	84,000
Subtotal - Services & Supplies		84,043	84,043
<b>Department Cost Total</b>		84,043	84,043
<b>Adjustments to Cost</b>			
Prof Services - 1041 Reg	D	0	0
Subtotal - Adjustments		0	0
<b>Total Costs After Adjustments</b>		84,043	84,043
General Admin Distribution		0	0
<b>Grand Total</b>		<u>\$84,043</u>	<u>\$84,043</u>

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**B. Incoming Costs - (Default Spread Expense%)**

Dept.:5 03 County Attorney

Department	First Incoming	Second Incoming	County Attorney
4 Countywide	\$1,151	\$27	\$1,178
4 Audit	96	2	98
Subtotal - 02 Other Admin Offices	1,247	29	1,276
7 Finance	0	489	489
7 Accounts Payable	0	140	140
Subtotal - 05 Administration	0	629	629
Total Incoming	1,247	658	1,905
C. Total Allocated		\$85,948	\$85,948
			100.00%

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Dept:5 03 County Attorney

**Total**  
Basis Units: FTEs by fund/dept  
Source:

**Prowers County**  
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**Allocation Summary**

Dept:5 03 County Attorney

Department	County Attorney	Total
3 01 Commissioners	\$1,036	\$1,036
7 05 Administration	1,381	1,381
8 07 County Clerk Operations	1,726	1,726
9 08 County Clerk Elections	345	345
10 09 County Treasurer	1,036	1,036
11 10 County Assessor	1,381	1,381
12 11 Building Maintenance	2,761	2,761
14 13 County Sheriff	10,700	10,700
16 15 County Coroner	345	345
17 16 Emergency Management	345	345
19 19 Extension Service	345	345
20 22 Big Timbers Museum	690	690
22 25 Prowers Area Transit	2,761	2,761
25 32 Rural Fire Department	345	345
26 36 Land Use	345	345
27 Fd02 Road &Bridge	5,178	5,178
35 Fd10 Human Services	16,914	16,914
36 Fd11 Public Health	8,975	8,975
37 Fd12 H3C	9,665	9,665
38 Fd13 CRMC	11,391	11,391
39 Fd14 OPC	8,284	8,284
<b>Total</b>	<b>\$85,948</b>	<b>\$85,948</b>

## Administration Nature and Extent of Services

The Administration department contains several allocable managerial, administrative and support divisions. The Administration department includes the following functions.

Finance. Costs associated with countywide Finance duties are allocated based on operating expenditures by fund/dept.

HR/Payroll. Costs associated with HR/Payroll are allocated based on the number of FTEs by fund/dept excluding DHS.

Accounts Payable. Costs associated with Accounts Payable are allocated based on the number of AP/PR transactions by fund/dept.



**Prowers County  
2 CFR Part 200**

**A. Department Costs**

FY2022  
8/16/2023  
Dept: 7 05 Administration

Description	Amount	General Admin	Finance	HR/Payroll	Accounts Payable
Personnel Costs					
Salaries	\$1	168,609	25,291	61,475	42,995
Salary % Split		15.00%	36.46%	25.50%	23.04%
Benefits	\$	44,269	6,640	16,140	11,289
Subtotal - Personnel Costs		212,878	31,932	77,615	54,284
Services & Supplies Cost					
Capital Outlay non-depreciated	\$	4,500	675	1,641	1,148
Dues, Subs, Registrations	\$	211	32	77	54
Equip Rentals/Leases	\$	3,589	538	1,309	915
Maintenance Contracts (SB)	\$	13,321	1,998	4,857	3,397
Mileage/Meeting Expense	\$	1,402	210	511	358
Office Equipment	\$	1,031	155	376	263
Office Supplies	\$	10,679	1,602	3,894	2,723
Postage/Freight	\$	1,505	226	549	384
Professional Services	\$	34,528	5,179	12,589	8,805
Telephone	\$	1,183	177	431	302
Worker Compensation	\$	118	18	43	30
Subtotal - Services & Supplies		72,067	10,810	26,276	18,377
Department Cost Total					
		284,945	42,742	103,891	72,661
Adjustments to Cost					
Subtotal - Adjustments		0	0	0	0
Total Costs After Adjustments					
		284,945	42,742	103,891	72,661
General Admin Distribution					
			(42,742)	18,334	12,823
					11,586
Grand Total					
		\$284,945	\$122,225	\$85,484	\$77,237

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**B. Incoming Costs - (Default Spread Salary%)**

FY2022  
8/16/2023  
Dept: 05 Administration

Department	First Incoming	Second Incoming	Finance	HR/Payroll	Accounts Payable
1 Courthouse	\$2,024	\$0	\$868	\$607	\$549
Subtotal - Building Depreciation	2,024	0	868	607	549
4 Countywide	3,842	90	1,686	1,179	1,066
4 Audit	320	7	141	98	89
4 Courthouse	0	0	0	0	0
Subtotal - 02 Other Admin Offices	4,162	97	1,827	1,278	1,155
5 County Attorney	1,370	11	592	414	374
Subtotal - 03 County Attorney	1,370	11	592	414	374
7 Finance	0	1,632	700	490	442
7 HR/Payroll	0	1,755	753	527	476
7 Accounts Payable	0	2,776	1,191	833	752
Subtotal - 05 Administration	0	6,163	2,643	1,849	1,670
12 Courthouse	0	18,178	7,797	5,453	4,927
12 Countywide Maintenance	0	11,489	4,928	3,447	3,114
Subtotal - 11 Building Maintenance	0	29,667	12,725	8,900	8,042
15 IT Countywide	0	7,041	3,020	2,112	1,908
Subtotal - 14 IT Services	0	7,041	3,020	2,112	1,908
<b>Total Incoming</b>	<b>7,557</b>	<b>42,978</b>	<b>21,677</b>	<b>15,160</b>	<b>13,698</b>
<b>C. Total Allocated</b>		<b>\$335,480</b>	<b>\$143,901</b>	<b>\$100,644</b>	<b>\$90,935</b>
		<b>42.89%</b>	<b>30.00%</b>	<b>27.11%</b>	

**Prowers County  
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FY2022  
8/16/2023

Finance Allocations

Dept: 7 05 Administration

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	284,956.39	1.32%	\$1,658	\$0	\$1,658	\$266	\$1,924
4 02 Other Admin Offices	1,484,669.27	6.88%	8,638	0	8,638	0	8,638
5 03 County Attorney	84,042.50	0.39%	489	0	489	0	489
6 04 Public Trustee	8,491.26	0.04%	49	0	49	8	57
7 05 Administration	280,446.34	1.30%	1,632	0	1,632	0	1,632
8 07 County Clerk Operations	415,332.73	1.93%	2,417	0	2,417	388	2,805
9 08 County Clerk Elections	122,002.47	0.57%	710	0	710	114	824
10 09 County Treasurer	240,521.09	1.12%	1,399	0	1,399	225	1,624
11 10 County Assessor	375,517.42	1.74%	2,185	0	2,185	351	2,536
12 11 Building Maintenance	862,554.93	4.00%	5,019	0	5,019	807	5,825
13 12 District Attorney	293,969.00	1.36%	1,710	0	1,710	275	1,985
14 13 County Sheriff	3,151,280.71	14.61%	18,335	0	18,335	2,947	21,282
15 14 IT Services	253,027.10	1.17%	1,472	0	1,472	237	1,709
16 15 County Coroner	92,818.70	0.43%	540	0	540	87	627
17 16 Emergency Management	61,406.58	0.28%	357	0	357	57	415
19 19 Extension Service	61,601.43	0.29%	358	0	358	58	416
20 22 Big Timbers Museum	60,816.08	0.28%	354	0	354	57	411
22 25 Prowers Area Transit	507,112.21	2.35%	2,951	0	2,951	474	3,425
23 27 Community Resource Services	86,187.77	0.40%	501	0	501	81	582
25 32 Rural Fire Department	197,559.45	0.92%	1,149	0	1,149	185	1,334
26 36 Land Use	126,380.89	0.59%	735	0	735	118	854
27 Fd02 Road & Bridge	2,444,239.46	11.33%	14,221	0	14,221	2,286	16,507
28 Fd03 Sales Use Tax	2,407,081.97	11.16%	14,005	0	14,005	2,251	16,256
31 Fd06 Conservation Trust	35,596.22	0.17%	207	0	207	33	240
32 Fd07 Capital	560,508.16	2.60%	3,261	0	3,261	524	3,785
33 Fd08 Outside Agency	1,492,981.73	6.92%	8,687	0	8,687	1,396	10,083
34 Fd09 Lodging Tax	104,453.28	0.48%	608	0	608	98	705
36 Fd11 Public Health	2,593,622.19	12.03%	15,091	0	15,091	2,425	17,516
38 Fd13 CRMC	1,461,864.12	6.78%	8,506	0	8,506	1,367	9,873
39 Fd14 OPC	1,412,811.62	6.55%	8,220	0	8,220	1,321	9,541
<b>Subtotal</b>	<b>21,563,853.07</b>	<b>100.00%</b>	<b>125,466</b>	<b>0</b>	<b>125,466</b>	<b>18,435</b>	<b>143,901</b>
Direct Bills					0		0
<b>Total</b>					<b>\$125,466</b>		<b>\$143,901</b>

Basis Units: Operating expenditures by fund/dept

Source:

**Prowers County  
2 CFR Part 200**

HR/Payroll Allocations

FY2022  
8/16/2023  
Dept:7 05 Administration

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	3	1.50%	\$1,316	\$0	\$1,316	\$197	\$1,514
7 05 Administration	4	2.00%	1,755	0	1,755	0	1,755
8 07 County Clerk Operations	5	2.50%	2,194	0	2,194	329	2,523
9 08 County Clerk Elections	1	0.50%	439	0	439	66	505
10 09 County Treasurer	3	1.50%	1,316	0	1,316	197	1,514
11 10 County Assessor	4	2.00%	1,755	0	1,755	263	2,018
12 11 Building Maintenance	8	4.00%	3,510	0	3,510	526	4,036
14 13 County Sheriff	31	15.50%	13,601	0	13,601	2,039	15,641
16 15 County Coroner	1	0.50%	439	0	439	66	505
17 16 Emergency Management	1	0.50%	439	0	439	66	505
19 19 Extension Service	1	0.50%	439	0	439	66	505
20 22 Big Timbers Museum	2	1.00%	878	0	878	132	1,009
22 25 Prowers Area Transit	8	4.00%	3,510	0	3,510	526	4,036
25 32 Rural Fire Department	1	0.50%	439	0	439	66	505
26 36 Land Use	1	0.50%	439	0	439	66	505
27 Fd02 Road &Bridge	15	7.50%	6,581	0	6,581	987	7,568
36 Fd11 Public Health	26	13.00%	11,408	0	11,408	1,710	13,118
37 Fd12 H3C	28	14.00%	12,285	0	12,285	1,842	14,127
38 Fd13 CRM/C	33	16.50%	14,479	0	14,479	2,171	16,650
39 Fd14 OPC	24	12.00%	10,530	0	10,530	1,579	12,109
<b>Subtotal</b>	<b>200</b>	<b>100.00%</b>	<b>87,750</b>	<b>0</b>	<b>87,750</b>	<b>12,893</b>	<b>100,644</b>
Direct Bills					0		0
<b>Total</b>					<b>\$87,750</b>		<b>\$100,644</b>

Basis Units: FTE count by fund/dept excluding DHS  
Source:

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**Accounts Payable Allocations**

Dept:7 05 Administration

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	237	2.98%	\$2,367	\$0	\$2,367	\$369	\$2,735
4 02 Other Admin Offices	163	2.05%	1,628	0	1,628	0	1,628
5 03 County Attorney	14	0.18%	140	0	140	0	140
6 04 Public Trustee	34	0.43%	340	0	340	53	392
7 05 Administration	278	3.50%	2,776	0	2,776	0	2,776
8 07 County Clerk Operations	221	2.78%	2,207	0	2,207	344	2,551
9 08 County Clerk Elections	194	2.44%	1,937	0	1,937	302	2,239
10 09 County Treasurer	201	2.53%	2,007	0	2,007	313	2,320
11 10 County Assessor	221	2.78%	2,207	0	2,207	344	2,551
12 11 Building Maintenance	772	9.72%	7,709	0	7,709	1,202	8,910
13 12 District Attorney	12	0.15%	120	0	120	19	139
14 13 County Sheriff	996	12.54%	9,946	0	9,946	1,550	11,496
15 14 IT Services	97	1.22%	969	0	969	151	1,120
16 15 County Coroner	118	1.49%	1,178	0	1,178	184	1,362
17 16 Emergency Management	136	1.71%	1,358	0	1,358	212	1,570
19 19 Extension Service	63	0.79%	629	0	629	98	727
20 22 Big Timbers Museum	172	2.17%	1,718	0	1,718	268	1,985
22 25 Prowers Area Transit	282	3.55%	2,816	0	2,816	439	3,255
23 27 Community Resource Services	109	1.37%	1,088	0	1,088	170	1,258
25 32 Rural Fire Department	269	3.39%	2,686	0	2,686	419	3,105
26 36 Land Use	182	2.29%	1,817	0	1,817	283	2,101
27 Fd02 Road & Bridge	688	8.66%	6,870	0	6,870	1,071	7,941
28 Fd03 Sales Use Tax	6	0.08%	60	0	60	9	69
31 Fd06 Conservation Trust	24	0.30%	240	0	240	37	277
32 Fd07 Capital	15	0.19%	150	0	150	23	173
33 Fd08 Outside Agency	6	0.08%	60	0	60	9	69
34 Fd09 Lodging Tax	142	1.79%	1,418	0	1,418	221	1,639
36 Fd11 Public Health	1,608	20.25%	16,057	0	16,057	2,503	18,559
38 Fd13 CRMC	301	3.79%	3,006	0	3,006	468	3,474
39 Fd14 OPC	379	4.77%	3,785	0	3,785	590	4,374
<b>Subtotal</b>	<b>7,940</b>	<b>100.00%</b>	<b>79,285</b>	<b>0</b>	<b>79,285</b>	<b>11,650</b>	<b>90,935</b>
Direct Bills					0		0
<b>Total</b>					<b>\$79,285</b>		<b>\$90,935</b>

Basis Units: Number of AP/PR transactions by fund/dept  
Source:

**Prowers County**  
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Allocation Summary

Dept: 7 05 Administration

Department	Finance	HR/Payroll	Accounts Payable	Total
3 01 Commissioners	\$1,924	\$1,514	\$2,735	\$6,173
4 02 Other Admin Offices	8,638	0	1,628	10,266
5 03 County Attorney	489	0	140	629
6 04 Public Trustee	57	0	392	450
7 05 Administration	1,632	1,755	2,776	6,163
8 07 County Clerk Operations	2,805	2,523	2,551	7,878
9 08 County Clerk Elections	824	505	2,239	3,568
10 09 County Treasurer	1,624	1,514	2,320	5,458
11 10 County Assessor	2,536	2,018	2,551	7,105
12 11 Building Maintenance	5,825	4,036	8,910	18,772
13 12 District Attorney	1,985	0	139	2,124
14 13 County Sheriff	21,282	15,641	11,496	48,418
15 14 IT Services	1,709	0	1,120	2,828
16 15 County Coroner	627	505	1,362	2,493
17 16 Emergency Management	415	505	1,570	2,489
19 19 Extension Service	416	505	727	1,648
20 22 Big Timbers Museum	411	1,009	1,985	3,405
22 25 Prowers Area Transit	3,425	4,036	3,255	10,716
23 27 Community Resource Services	582	0	1,258	1,840
25 32 Rural Fire Department	1,334	505	3,105	4,944
26 36 Land Use	854	505	2,101	3,459
27 Fd02 Road & Bridge	16,507	7,568	7,941	32,016
28 Fd03 Sales Use Tax	16,256	0	69	16,325
31 Fd06 Conservation Trust	240	0	277	517
32 Fd07 Capital	3,785	0	173	3,958
33 Fd08 Outside Agency	10,083	0	69	10,152
34 Fd09 Lodging Tax	705	0	1,639	2,344
36 Fd11 Public Health	17,516	13,118	18,559	49,193
37 Fd12 H3C	0	14,127	0	14,127
38 Fd13 CRMC	9,873	16,650	3,474	29,996
39 Fd14 OPC	9,541	12,109	4,374	26,025
<b>Total</b>	<b>\$143,901</b>	<b>\$100,644</b>	<b>\$90,935</b>	<b>\$335,480</b>

## Building Maintenance Nature and Extent of Services

The Building Maintenance department is responsible for property management of County facilities including custodial and utilities. Services provided by the department include general building structure repairs and preventative maintenance. The Maintenance department includes the following functions:

Annex. Costs associated with building maintenance for the Annex are allocated based on FTEs of occupying departments.

Courthouse. Costs associated with building maintenance for the Courthouse are allocated based on FTEs of occupying departments.

Fairgrounds. Costs associated with building maintenance for the Fairgrounds are allocated directly to Other.

Johnson Building. Costs associated with building maintenance for the Johnson Building are allocated directly to District Attorney.

Museum. Costs associated with building maintenance for the Museum are allocated directly to Other.

Countywide Maintenance. Costs associated with countywide building maintenance and repair are allocated based on FTEs by fund/dept excluding Road & Bridge, Sheriff, Transit, and Community Resources.

Single Occupant Buildings. Costs associated with building maintenance for single occupant buildings are allocated based on actual costs by fund/dept.

Other Costs. Costs associated with maintaining public spaces are not allocated.

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**A. Department Costs**

Dept:12 11 Building Maintenance

Description	Amount	General Admin	Annex	Courthouse	Fairgrounds	Johnson Building	Museum	Countywide Maintenance	Single Occupant Buildings
<b>Personnel Costs</b>									
Salaries	S1	296,284	0	0	0	0	0	296,284	0
Salary % Split		.00%	.00%	.00%	.00%	.00%	.00%	100.00%	.00%
Benefits	S	98,600	0	0	0	0	0	98,600	0
Subtotal - Personnel Costs		394,884	0	0	0	0	0	394,884	0
<b>Services &amp; Supplies Cost</b>									
Advertising	D	85	0	0	0	0	0	0	0
Annex Building Maintenance	P	77,850	77,850	0	0	0	0	0	0
Capital Outlay	D	0	0	0	0	0	0	0	0
Courthouse Maintenance	P	40,526	0	40,526	0	0	0	0	0
Custodial Supplies	S	30,582	0	0	0	0	0	30,582	0
Elm Street Building Maint	P	0	0	0	0	0	0	0	0
Employee Uniform Expense	S	7,730	0	0	0	0	0	7,730	0
Fairgrounds Maintenance	P	30,977	0	0	30,977	0	0	0	0
Fairgrounds Rent Deposit Reimb	P	7,000	0	0	7,000	0	0	0	0
Johnson Building Maint - DA	P	832	0	0	0	832	0	0	0
Journey Bldg Maint	P	0	0	0	0	0	0	0	0
Maintenance Contracts	S	29,298	0	0	0	0	0	29,298	0
Miscellaneous	S	1,837	0	0	0	0	0	1,837	0
Museum Maint	S	5,678	0	0	0	0	0	5,678	0
Office Equipment	S	2,499	0	0	0	0	0	2,499	0
Office Supplies	S	126	0	0	0	0	0	126	0
Professional Services	S	150	0	0	0	0	0	150	0
Severance-County Administrator	P	184,980	0	0	0	0	0	0	0
Telephone & Elevator Phones	S	7,233	0	0	0	0	0	7,233	0
Tools & Equipment	S	3,956	0	0	0	0	0	3,956	0
Utilities	P	184,979	80,360	50,365	29,882	0	0	0	24,372
Vehicle Insurance	S	3,113	0	0	0	0	0	3,113	0
Vehicle Maintenance/Fuel	S	16,393	0	0	0	0	0	16,393	0



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**A. Department Costs**

Dept:12 11 Building Maintenance

Description	Amount	General Admin	Annex	Courthouse	Fairgrounds	Johnson Building	Museum	Countywide Maintenance	Single Occupant Buildings
Vehicle Purchase	0	0	0	0	0	0	0	0	0
Welcome Home Center Maint	7,936	0	0	0	0	0	0	0	0
Worker Compensation	8,888	0	0	0	0	0	0	8,888	0
Subtotal - Services & Supplies	652,648	0	158,210	90,891	67,859	832	0	117,483	24,372
Department Cost Total	1,047,532	0	158,210	90,891	67,859	832	0	512,367	24,372
Adjustments to Cost									
Advertising	(85)	0	0	0	0	0	0	0	0
Capital Outlay	0	0	0	0	0	0	0	0	0
Vehicle Purchase	0	0	0	0	0	0	0	0	0
Subtotal - Adjustments	(85)	0	0	0	0	0	0	0	0
Total Costs After Adjustments	1,047,447	0	158,210	90,891	67,859	832	0	512,367	24,372
General Admin Distribution		0	0	0	0	0	0	0	0
Grand Total	\$1,047,447		\$158,210	\$90,891	\$67,859	\$832	\$0	\$512,367	\$24,372

**Prowers County  
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**A. Department Costs**

Dept:12 11 Building Maintenance

Description	Amount	Other Costs
<b>Personnel Costs</b>		
Salaries	\$1 296,284	0
Salary % Split		.00%
Benefits	S 98,600	0
Subtotal - Personnel Costs		0
	394,884	0
<b>Services &amp; Supplies Cost</b>		
Advertising	D 85	0
Annex Building Maintenance	P 77,850	0
Capital Outlay	D 0	0
Courthouse Maintenance	P 40,526	0
Custodial Supplies	S 30,582	0
Elm Street Building Maint	P 0	0
Employee Uniform Expense	S 7,730	0
Fairgrounds Maintenance	P 30,977	0
Fairgrounds Rent Deposit Reimb	P 7,000	0
Johnson Building Maint - DA	P 832	0
Journey Bldg Maint	P 0	0
Maintenance Contracts	S 29,298	0
Miscellaneous	S 1,837	0
Museum Maint	S 5,678	0
Office Equipment	S 2,499	0
Office Supplies	S 126	0
Professional Services	S 150	0
Severance-County Administrator	P 184,980	184,980
Telephone & Elevator Phones	S 7,233	0
Tools & Equipment	S 3,956	0
Utilities	P 184,979	0
Vehicle Insurance	S 3,113	0
Vehicle Maintenance/Fuel	S 16,393	0

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Dept:12 11 Building Maintenance

**A. Department Costs**

Description	Amount	Other Costs
Vehicle Purchase	D 0	0
Welcome Home Center Maint	P 7,936	7,936
Worker Compensation	S 8,888	0
Subtotal - Services & Supplies	652,648	192,916
Department Cost Total	1,047,532	192,916
Adjustments to Cost		
Advertising	D (85)	0
Capital Outlay	D 0	0
Vehicle Purchase	D 0	0
Subtotal - Adjustments	(85)	0
Total Costs After Adjustments	1,047,447	192,916
General Admin Distribution		0
Grand Total	\$1,047,447	\$192,916
	not allocated	

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**B. Incoming Costs - (Default Spread Salary%)**

Dept:12 11 Building Maintenance

Department	First Incoming	Second Incoming	Annex	Courthouse	Fairgrounds	Johnson Building	Museum	Countywide Maintenance	Single Occupant Buildings	Other Costs
1 Maxwell Annex	\$110	\$0	\$0	\$0	\$0	\$0	\$0	\$110	\$0	\$0
Subtotal - Building Depreciation	110	0	0	0	0	0	0	110	0	0
2 Equipment Depreciation	12,957	0	0	0	0	0	0	12,957	0	0
Subtotal - Equipment Depreciation	12,957	0	0	0	0	0	0	12,957	0	0
4 Countywide	11,816	276	0	0	0	0	0	12,092	0	0
4 Audit	985	23	0	0	0	0	0	1,008	0	0
Subtotal - 02 Other Admin Offices	12,801	299	0	0	0	0	0	13,100	0	0
5 County Attorney	2,740	21	0	0	0	0	0	2,761	0	0
Subtotal - 03 County Attorney	2,740	21	0	0	0	0	0	2,761	0	0
7 Finance	5,019	807	0	0	0	0	0	5,825	0	0
7 HR/Payroll	3,510	526	0	0	0	0	0	4,036	0	0
7 Accounts Payable	7,709	1,202	0	0	0	0	0	8,910	0	0
Subtotal - 05 Administration	16,237	2,534	0	0	0	0	0	18,772	0	0
12 Annex	0	11,102	0	0	0	0	0	11,102	0	0
12 Countywide Maintenance	0	22,978	0	0	0	0	0	22,978	0	0
Subtotal - 11 Building Maintenance	0	34,080	0	0	0	0	0	34,080	0	0
15 IT Countywide	0	7,681	0	0	0	0	0	7,681	0	0
Subtotal - 14 IT Services	0	7,681	0	0	0	0	0	7,681	0	0
Total Incoming	44,845	44,616	0	0	0	0	0	89,461	0	0
C. Total Allocated		\$1,136,908	\$158,210	\$90,891	\$67,859	\$832	\$0	\$601,828	\$24,372	\$192,916
		13.92%	7.99%	5.97%	0.07%			52.94%	2.14%	16.97%

**Prowers County  
2 CFR Part 200**

Annex Allocations

FY2022  
8/16/2023  
Dept:12 11 Building Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
12 11 Building Maintenance	8	7.02%	\$11,102	\$0	\$11,102	\$0	\$11,102
16 15 County Coroner	1	0.88%	1,388	0	1,388	0	1,388
19 19 Extension Service	1	0.88%	1,388	0	1,388	0	1,388
26 36 Land Use	1	0.88%	1,388	0	1,388	0	1,388
35 Fd10 Human Services	49	42.98%	68,003	(64,755)	3,248	0	3,248
36 Fd11 Public Health	26	22.81%	36,083	0	36,083	0	36,083
37 Fd12 H3C	28	24.56%	38,859	0	38,859	0	38,859
Subtotal	114	100.00%	158,210	(64,755)	93,455	0	93,455
Direct Bills					64,755		64,755
<b>Total</b>					<b>\$158,210</b>		<b>\$158,210</b>
Basis Units: FTEs of occupying depts							
Source:							

**Prowers County  
2 CFR Part 200**

FY2022  
8/16/2023

**Courthouse Allocations**

Dept:12 11 Building Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	3	15.00%	\$13,634	\$0	\$13,634	\$0	\$13,634
7 05 Administration	4	20.00%	18,178	0	18,178	0	18,178
8 07 County Clerk Operations	5	25.00%	22,723	0	22,723	0	22,723
9 08 County Clerk Elections	1	5.00%	4,545	0	4,545	0	4,545
10 09 County Treasurer	3	15.00%	13,634	0	13,634	0	13,634
11 10 County Assessor	4	20.00%	18,178	0	18,178	0	18,178
<b>Subtotal</b>	<b>20</b>	<b>100.00%</b>	<b>90,891</b>	<b>0</b>	<b>90,891</b>	<b>0</b>	<b>90,891</b>
Direct Bills					0		0
<b>Total</b>					<b>\$90,891</b>		<b>\$90,891</b>

Basis Units: FTEs of occupying depts  
Source:

**Prowers County  
2 CFR Part 200**

FY2022  
8/16/2023

**Fairgrounds Allocations**

Dept:12 11 Building Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
40 Other	100	100.00%	\$67,859	\$0	\$67,859	\$0	\$67,859
Subtotal	100	100.00%	67,859	0	67,859	0	67,859
Direct Bills					0		0
Total					\$67,859		\$67,859
Basis Units: Direct to Other							
Source:							

**Prowers County  
2 CFR Part 200**

**Johnson Building Allocations**

FY2022  
8/16/2023  
Dept:12 11 Building Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
13 12 District Attorney	100	100.00%	\$832	\$0	\$832	\$0	\$832
Subtotal	100	100.00%	832	0	832	0	832
Direct Bills					0		0
Total					\$832		\$832
Basis Units: Direct to District Attorney							
Source:							



**Prowers County  
2 CFR Part 200**

FY2022  
8/16/2023

**Museum Allocations**

Dept:12 11 Building Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
40 Other	100	100.00%	\$0	\$0	\$0	\$0	\$0
Subtotal	100	100.00%	0	0	0	0	0
Direct Bills					0		0
<b>Total</b>					\$0		\$0
Basis Units: Direct to Other							
Source:							

**Prowers County  
2 CFR Part 200**

FY2022  
8/16/2023

Countywide Maintenance Allocations

Dept:12 11 Building Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	3	1.55%	\$8,617	\$0	\$8,617	\$735	\$9,352
7 05 Administration	4	2.06%	11,489	0	11,489	0	11,489
8 07 County Clerk Operations	5	2.58%	14,361	0	14,361	1,226	15,587
9 08 County Clerk Elections	1	0.52%	2,872	0	2,872	245	3,117
10 09 County Treasurer	3	1.55%	8,617	0	8,617	735	9,352
11 10 County Assessor	4	2.06%	11,489	0	11,489	981	12,469
12 11 Building Maintenance	8	4.12%	22,978	0	22,978	0	22,978
16 15 County Coroner	1	0.52%	2,872	0	2,872	245	3,117
19 19 Extension Service	1	0.52%	2,872	0	2,872	245	3,117
20 22 Big Timbers Museum	2	1.03%	5,744	0	5,744	490	6,235
25 32 Rural Fire Department	1	0.52%	2,872	0	2,872	245	3,117
26 36 Land Use	1	0.52%	2,872	0	2,872	245	3,117
35 Fd10 Human Services	49	25.26%	140,739	0	140,739	12,012	152,751
36 Fd11 Public Health	26	13.40%	74,678	0	74,678	6,374	81,052
37 Fd12 H3C	28	14.43%	80,422	0	80,422	6,864	87,286
38 Fd13 CRMC	33	17.01%	94,784	0	94,784	8,090	102,873
39 Fd14 OPC	24	12.37%	68,934	0	68,934	5,883	74,817
<b>Subtotal</b>	<b>194</b>	<b>100.00%</b>	<b>557,212</b>	<b>0</b>	<b>557,212</b>	<b>44,616</b>	<b>601,828</b>
Direct Bills					0		0
<b>Total</b>					<b>\$557,212</b>		<b>\$601,828</b>

Basis Units: FTEs by fund/dept excl. R&B, Sheriff, Transit & Comm Resources

Source:

**Prowers County  
2 CFR Part 200**

Single Occupant Buildings Allocations

FY2022  
8/16/2023  
Dept:12 11 Building Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
13 12 District Attorney	6,298	54.16%	\$13,201	\$0	\$13,201	\$0	\$13,201
40 Other	5,330	45.84%	11,172	0	11,172	0	11,172
<b>Subtotal</b>	<b>11,628</b>	<b>100.00%</b>	<b>24,372</b>	<b>0</b>	<b>24,372</b>	<b>0</b>	<b>24,372</b>
Direct Bills					0		0
<b>Total</b>					<b>\$24,372</b>		<b>\$24,372</b>

Basis Units: Actual costs by fund/dept.  
Source:

**Prowers County  
2 CFR Part 200**

FY2022  
8/16/2023

Allocation Summary

Dept:12 11 Building Maintenance

Department	Annex	Courthouse	Fairgrounds	Johnson Building	Museum	Countywide Maintenance	Single Occupant Buildings	Other Costs	Total
0 Direct Billed	\$64,755	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$64,755
3 01 Commissioners	0	13,634	0	0	0	9,352	0	0	22,986
7 05 Administration	0	18,178	0	0	0	11,489	0	0	29,667
8 07 County Clerk Operations	0	22,723	0	0	0	15,587	0	0	38,310
9 08 County Clerk Elections	0	4,545	0	0	0	3,117	0	0	7,662
10 09 County Treasurer	0	13,634	0	0	0	9,352	0	0	22,986
11 10 County Assessor	0	18,178	0	0	0	12,469	0	0	30,648
12 11 Building Maintenance	11,102	0	0	0	0	22,978	0	0	34,080
13 12 District Attorney	0	0	0	832	0	0	13,201	0	14,033
16 15 County Coroner	1,388	0	0	0	0	3,117	0	0	4,505
19 19 Extension Service	1,388	0	0	0	0	3,117	0	0	4,505
20 22 Big Timbers Museum	0	0	0	0	0	6,235	0	0	6,235
25 32 Rural Fire Department	0	0	0	0	0	3,117	0	0	3,117
26 36 Land Use	1,388	0	0	0	0	3,117	0	0	4,505
35 Fd10 Human Services	3,248	0	0	0	0	152,751	0	0	155,999
36 Fd11 Public Health	36,083	0	0	0	0	81,052	0	0	117,135
37 Fd12 H3C	38,859	0	0	0	0	87,286	0	0	126,145
38 Fd13 CRMC	0	0	0	0	0	102,873	0	0	102,873
39 Fd14 OPC	0	0	0	0	0	74,817	0	0	74,817
40 Other	0	0	67,859	0	0	0	11,172	0	79,030
<b>Total</b>	<b>\$158,210</b>	<b>\$90,891</b>	<b>\$67,859</b>	<b>\$832</b>	<b>\$0</b>	<b>\$601,828</b>	<b>\$24,372</b>	<b>\$0</b>	<b>\$943,992</b>

IT Services  
Nature and Extent of Services

The IT Services department is responsible for providing technology services and support for the County. The IT Services department includes the following function:

IT Countywide. Costs associated with Information Technology are allocated based on device counts by fund/dept excluding DHS.

**Prowers County  
2 CFR Part 200**

FY2022  
8/16/2023  
Dept:15 14 IT Services

**A. Department Costs**

Description	Amount	General Admin	IT Countywide
<b>Personnel Costs</b>			
Salaries	\$1	0	0
Salary % Split		.00%	.00%
Benefits	\$	0	0
Subtotal - Personnel Costs	0	0	0
<b>Services &amp; Supplies Cost</b>			
Email Service	\$	0	36,288
Equipment Repair/Maint	\$	0	8,758
Internet Service (SECOM)	\$	0	13,478
IT Supplies	\$	0	0
Maintenance Contracts	\$	0	0
Office Equipment	\$	0	1,399
Office Supplies	\$	0	35
Professional Services - Tech	\$	0	95,310
Security Audit	\$	0	17,788
Software Licenses	\$	0	79,508
Telephone	\$	0	464
Worker Compensation	\$	0	0
Subtotal - Services & Supplies	253,028	0	253,028
<b>Department Cost Total</b>	253,028	0	253,028
<b>Adjustments to Cost</b>			
Subtotal - Adjustments	0	0	0
<b>Total Costs After Adjustments</b>	253,028	0	253,028
General Admin Distribution		0	0
<b>Grand Total</b>	<u>\$253,028</u>		<u>\$253,028</u>

**Prowers County**  
**2 CFR Part 200**

FY2022  
8/16/2023

**B. Incoming Costs - (Default Spread Expense%)**

Dept: 15 14 IT Services

Department	First Incoming	Second Incoming	IT Countywide
4 Countywide	\$3,466	\$81	\$3,547
4 Audit	289	7	296
Subtotal - 02 Other Admin Offices	3,755	88	3,843
7 Finance	1,472	237	1,709
7 Accounts Payable	969	151	1,120
Subtotal - 05 Administration	2,441	388	2,828
15 IT Countywide	0	3,840	3,840
Subtotal - 14 IT Services	0	3,840	3,840
Total Incoming	6,196	4,316	10,512
C. Total Allocated		\$263,540	\$263,540
			100.00%

**Prowers County  
2 CFR Part 200**

IT Countywide Allocations

FY2022  
8/16/2023  
Dept:15 14 IT Services

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	7.00	1.73%	\$4,480	\$0	\$4,480	\$80	\$4,561
7 05 Administration	11.00	2.72%	7,041	0	7,041	0	7,041
8 07 County Clerk Operations	8.00	1.98%	5,120	0	5,120	92	5,212
9 08 County Clerk Elections	15.00	3.70%	9,601	0	9,601	172	9,773
10 09 County Treasurer	12.50	3.09%	8,001	0	8,001	143	8,144
11 10 County Assessor	16.50	4.07%	10,561	0	10,561	189	10,750
12 11 Building Maintenance	12.00	2.96%	7,681	0	7,681	0	7,681
14 13 County Sheriff	79.00	19.51%	50,565	0	50,565	907	51,471
15 14 IT Services	6.00	1.48%	3,840	0	3,840	0	3,840
16 15 County Coroner	5.00	1.23%	3,200	0	3,200	57	3,258
17 16 Emergency Management	1.00	0.25%	640	0	640	11	652
20 22 Big Timbers Museum	6.00	1.48%	3,840	0	3,840	69	3,909
22 25 Prowers Area Transit	18.00	4.44%	11,521	0	11,521	207	11,728
24 31 UPS	3.00	0.74%	1,920	0	1,920	34	1,955
25 32 Rural Fire Department	4.00	0.99%	2,560	0	2,560	46	2,606
26 36 Land Use	7.00	1.73%	4,480	0	4,480	80	4,561
27 Fd02 Road &Bridge	9.00	2.22%	5,761	0	5,761	103	5,864
36 Fd11 Public Health	108.00	26.67%	69,126	0	69,126	1,240	70,366
37 Fd12 H3C	77.00	19.01%	49,285	0	49,285	884	50,168
<b>Subtotal</b>	<b>405.00</b>	<b>100.00%</b>	<b>259,224</b>	<b>0</b>	<b>259,224</b>	<b>4,316</b>	<b>263,540</b>

Direct Bills

0

0

**Total**

**\$259,224**

**\$263,540**

Basis Units: Device counts by fund/dept excluding DHS  
Source:



**Prowers County  
2 CFR Part 200**

**Allocation Summary**

FY2022  
8/16/2023  
Dept:15 14 IT Services

Department	IT Countywide	Total
3 01 Commissioners	\$4,561	\$4,561
7 05 Administration	7,041	7,041
8 07 County Clerk Operations	5,212	5,212
9 08 County Clerk Elections	9,773	9,773
10 09 County Treasurer	8,144	8,144
11 10 County Assessor	10,750	10,750
12 11 Building Maintenance	7,681	7,681
14 13 County Sheriff	51,471	51,471
15 14 IT Services	3,840	3,840
16 15 County Coroner	3,258	3,258
17 16 Emergency Management	652	652
20 22 Big Timbers Museum	3,909	3,909
22 25 Prowers Area Transit	11,728	11,728
24 31 UPS	1,955	1,955
25 32 Rural Fire Department	2,606	2,606
26 36 Land Use	4,561	4,561
27 Fd02 Road & Bridge	5,864	5,864
36 Fd11 Public Health	70,366	70,366
37 Fd12 H3C	50,168	50,168
<b>Total</b>	<b>\$263,540</b>	<b>\$263,540</b>

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 09/12/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 09/05/2023

**Return Originals to:** Mark Westhoff

**Number of originals to return to Submitter:** 1

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of Southeastern Colorado Regional Emergency Trauma Advisory Council (SECRETAC) Grant Application for the amount of \$7,437.94 for the benefit of Prowers County and Holly Volunteer Ambulance Service and authorizing Chairman Ron Cook to execute the document.

**Justification or Background:**

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

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**THANK YOU!**



\$7,437.94

## Grant Application

(Applications due by December)

(Boxes will expand as you type if you use this electronic copy)

- 1. Which Agency will be the "Lead Agency" that administers this Grant? (fiscal agent)**

HOLLY AMBULANCE SERVICE

- 2. Contact Name at "Lead Agency":**

TERI HETRICK

- 3. Lead Agency Contact Phone Numbers:**

#1 719-940-0844

#2 719-537-6068

- 4. Lead Agency Contact E-Mail: This is important. It will be used for all further contact/information**

terihetrick@hotmail.com

- 5. Is this a multi-agency request? If so, please list all agencies working together on this grant request:**

no

**Direct Contact to Southeast Colorado RETAC  
(719)248-3978  
Email: SCREMSINC@aol.com**

**6. Counties and Agencies that will benefit from this grant (Please list):**

PROWERS COUNTY, HOLLY AMBULANCE SERVICE

**7. Transporting Agencies:** Have you completed your "Agency Profile" on the CDPHE Website, and are you currently downloading patient data to the state's MATRX system? (If not, please tell us your plans to do so)

Have you submitted a current Agency Profile: YES  
Are you submitting data to CDPHE: YES

**8. Amount you are Requesting from the RETAC:**

\$7,437.94

**9. Amount you are Contributing: (Not required, but please list if applicable)**

\$0

**10. Total Cost of Project/Equipment:**

\$7,437.94

**11. If funded, what will the grant money be used for? (Please explain in narrative form what will be accomplished with this funding, and how this request coincides with the RETAC's current biannual plan goals and objectives for the region.)**

The Grant money awarded to the Holly Ambulance Service will be used to purchase equipment for our ambulances that has quit working, to pay our physician advisor fees for the upcoming year , to purchase training equipment so we may practice necessary skills, and to purchase a new wireless printer to be used with the computer purchased on last years

Direct Contact to Southeast Colorado RETAC  
(719)248-3978  
Email: SCREMSINC@aol.com

grant for training and education. The purchase of 2 new Dopplers will replace the ones on our Ambulances that have quit working. A doppler allows us to listen for Fetal Heart tones and vascular blood flow. The 2 handheld rechargeable LED flashlights will replace old battery lights and will allow us to see better in the dark. Under training, we are purchasing a Deluxe airway trainer that will allow us to practice inserting airways. Under Education, we need to buy a wireless printer so we can print education material and certificates. This will be used with the computer bought on last year's grant. Last of all, we will spend \$3,000.00 to cover the physician advisor fees for the upcoming year.

**12. Please explain in narrative form how your agency/facility is funded:**

OUR HOLLY FIRE AND AMBULANCE DISTRICT IS FUNDED FROM RUN REVENUES COLLECTED AND PROPERTY MILL LEVY TAXES COLLECTED WITHIN OUR SCHOOL DISTRICT AREA. WE ALSO HOLD FUND RAISERS TO RAISE FUNDS FOR MATCHING FOR GRANTS AND SPECIAL PROJECTS.

**13. Please explain in narrative form the overall condition of your finances at this point. IE: Is your agency budget in the black or red? Are you billing for services? How do you obtain or disburse funds? Are your employees paid or volunteer? Do you owe any large debt? (The RETAC is looking at the big picture for this section.)**

WE ARE CURRENTLY IN THE BLACK ONLY BECAUSE WE WATCH OUR SPENDING AND FINANCES VERY CLOSELY. WE DO NOT HAVE THE FUNDS TO BE ABLE TO PURCHASE BIG EQUIPMENT WITHOUT THE HELP FROM GRANTS. WE ONLY REPLACE EQUIPMENT WHEN NECESSARY.

**Agreement:**

By signing this section, you are agreeing to;

- Submit an Agency Profile to CDPHE
- Spend any funding received from the Southern RETAC according to this grant request by May 15 of the requested fiscal year. Any changes to this exact request **MUST** be submitted in writing to the Southern Colorado RETAC Board of Directors before any changes are made.
- Send all invoices/POs incurred related to this request to the SCRETAC office by May 15 of the requested fiscal year.

Signature: Dere Hetrick

Title: Holly Ambulance Chief

Date: 9/4/2023

County Representative of grant applicant. (This should be completed by the County EMS Council or like group from the County representing. If no group representing the County is available the County Commissioners should sign as accepting this grant application on the Counties behalf.)

Signature: \_\_\_\_\_

Direct Contact to Southeast Colorado RETAC  
(719)248-3978  
Email: SCREMSINC@aol.com

**Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Direct Contact to Southeast Colorado RETAC  
(719)248-3978  
Email: [SCREMSINC@aol.com](mailto:SCREMSINC@aol.com)**

**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9-12-2023

**Submitter:** Administration Office

**Submitted to the County Administration Office on:** 9-6-2023

**Return Originals to:** Jana Coen & Mark Westhoff

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Southeastern Colorado Regional Emergency Trauma Advisory Council (SECRETAC) Grant Application for the amount of \$7,500.00 for the benefit of Prowers County and Lamar Ambulance Service and authorizing Chairman Ron Cook to execute the document

**Justification or Background:**

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

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**





## FY2023-2024 Grant Application

(Boxes will expand as you type if you use this electronic copy)

1. Which Agency will be the "Lead Agency" that administers this Grant? (fiscal agent)

City of Lamar Ambulance Service

2. Contact Name at "Lead Agency":

Jeremy Burkhart

3. Lead Agency Contact Phone Numbers:

719-336-4321

4. Lead Agency Contact E-Mail: This is important. It will be used for all further contact/information

Jeremy.burkhart@ci.lamar.co.us

5. Is this a multi-agency request? If so, please list all agencies working together on this grant request:

No

Direct Contact to Southeast Colorado RETAC  
(719)248-3978  
Email: SCREMSINC@aol.com

**6. Counties and Agencies that will benefit from this grant (Please list):**

Prowers County - Lamar Ambulance Service

**7. Transporting Agencies: Have you completed your "Agency Profile" on the CDPHE Website, and are you currently downloading patient data to the state's MATRX system? (If not, please tell us your plans to do so)**

Have you submitted a current Agency Profile: Yes on new ImageTrend  
Are you submitting data to CDPHE: Yes

**8. Amount you are Requesting from the RETAC:**

\$7,500.00

**9. Amount you are Contributing: (Not required, but please list if applicable)**

**10. Total Cost of Project/Equipment:**

\$7,500.00

**11. If funded, what will the grant money be used for? (Please explain in narrative form what will be accomplished with this funding, and how this request coincides with the RETAC's current biannual plan goals and objectives for the region.)**

If funded we will be utilizing the monies to pay for our Medical Director Dr. Jeremy DeWall which will be a repeating expenditure for us (\$7,500).

**12. Please explain in narrative form how your agency/facility is funded:**

Direct Contact to Southeast Colorado RETAC  
(719)248-3978  
Email: SCREMSINC@aol.com

Lamar Ambulance Service is a fee for service agency. We are subsidized by contributions from the City of Lamar, as well as from Prowers County.

- 13. Please explain in narrative form the overall condition of your finances at this point. IE: Is your agency budget in the black or red? Are you billing for services? How do you obtain or disburse funds? Are your employees paid or volunteer? Do you owe any large debt? (The RETAC is looking at the big picture for this section.)**

Historically Lamar Ambulance Service has ran in the red. We are currently utilizing a third party billing service to bill all transport ambulance calls as well as treat/no transports. Our budget is set annually by the City of Lamar as this is an enterprise fund under the city. All purchases are preformed through a Purchase Order system and accounted through our electronic funds management system. We are a combination department. We currently have 11 paid responders and one paid administrative assistant. We historically run between ten and fifteen volunteers that flux in and out. Our only debt that is owed is the match for our previous ambulance purchase that was financed through a city owned and managed finance corporation.

**Agreement:**

By signing this section, you are agreeing to;

- Submit an Agency Profile to CDPHE
- Spend any funding received from the Southern RETAC according to this grant request by May 15 of the requested fiscal year. Any changes to this exact request MUST be submitted in writing to the Southern Colorado RETAC Board of Directors before any changes are made.
- Send all invoices/POs incurred related to this request to the SCRETAC office by May 15 of the requested fiscal year.

Signature: \_\_\_\_\_

*[Handwritten Signature]*

Title: \_\_\_\_\_

*Chief*

Date: \_\_\_\_\_

*9/7/2023*

County Representative of grant applicant. (This should be completed by the County EMS Council or like group from the County representating. If no group representing the County is available the County Commissioners should sign as accepting this grant application on the Counties behalf.)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Direct Contact to Southeast Colorado RETAC  
(719)248-3978  
Email: SCREMSINC@aol.com

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9-12-2023

**Submitter:** Administration Office

**Submitted to the County Administration Office on:** email poll 9-5-2023

**Return Originals to:** Jana Coen & Administration

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 9-5-2023 email poll approval of a Letter of Support sent to Elizabeth O'Rear in the Colorado Tourism Office regarding Prowers County's support to using money generated from the 2% Lodging Tax as a source of match money for CTO Marketing Match Grant in the amount of \$20,000.

**Justification or Background:**

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

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**



# Board of County Commissioners

## Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

THOMAS GRASMICK  
FIRST DISTRICT

RON COOK  
SECOND DISTRICT

WENDY BUXTON-ANDRADE  
THIRD DISTRICT

September 6, 2023

Colorado Tourism Office  
1600 Broadway  
Suite 2500  
Denver, CO 80202

Re: Marketing Grant Application.

To Ms. Elizabeth O'Rear:

In 2005, Prowers County citizens approved a 2% Lodging Tax for the benefit of promoting tourism throughout the county. The Board of County Commissioners appoints the Prowers County Lodging Tax Panel to administer these funds.

The Board of County Commissioners of Prowers County is pleased to support the Panel's commitment to using the money generated from this tax as a source of the \$20,000 match for the CTO Marketing Match Grant.

Sincerely,

Board of County Commissioners for Prowers County, Colorado

A handwritten signature in blue ink that reads "Ron Cook".

Ron Cook, Chair

A handwritten signature in blue ink that reads "Wendy Buxton-Andrade".

Wendy Buxton-Andrade, Vice-Chair

A handwritten signature in blue ink that reads "Thomas Grasmick".

Thomas Grasmick, Commissioner

## PROWERS COUNTY AGENDA ITEM REQUEST FORM

**Hearing Date Requested:** 9/12/23

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 8/25/23

**Return Originals to:** Department of Human Services

**Number of originals to return to Submitter:** 1

**Contract Due Date:** ASAP

**Item Title/Recommended Board Action:**

“Consider approval of Standard Lease Agreement between Prowers County Department of Human Services and Otero Junior College for property located at 607 Savage Ave., Lamar, CO 81052 in the amount of \$34,560 and authorize Department of Human Services Director, Lanie Meyers-Mireles, to execute the agreement.”

**Justification or Background:**

**Fiscal Impact:** Revenue in the amount of \$34,560

County: \_\_\_\_\_

Federal: \$ \_\_\_\_\_

State: \_\_\_\_\_

Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**THANK YOU!**

STATE OF COLORADO  
DEPARTMENT OF PERSONNEL AND ADMINISTRATION  
OFFICE OF THE STATE ARCHITECT  
REAL ESTATE PROGRAMS



STANDARD – [GROSS LEASE]  
LEASE AGREEMENT [IMPROVED REAL PROPERTY]

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LANDLORD	<u>Prowers County Department of Human Services</u>
TENANT	<u>Otero College</u>
LOCATION	<u>607 Savage Avenue, Lamar, CO 81052</u>



STATE OF COLORADO  
DEPARTMENT OF PERSONNEL AND ADMINISTRATION  
OFFICE OF THE STATE ARCHITECT  
REAL ESTATE PROGRAMS

STANDARD LEASE AGREEMENT [IMPROVED REAL PROPERTY]

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**LEASE AGREEMENT**  
**[Improved Real Property]**

The printed portions of this form, except bold additions, have been reviewed  
by the State Controller and/or the State of Colorado Attorney General and approved by the State Controller.  
All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS LEASE AGREEMENT ("Lease") entered into by and between **Prowers County Department of Human Services** whose address or principal place of business is **1001 South Main Street, PO Box 1157, Lamar, CO, 81052**, hereinafter referred to as "Landlord", and THE STATE OF COLORADO (the "State"), acting by and through the Department of **Higher Education by the State Board for Community Colleges and Occupational Education for the use and benefit of Otero College** whose address is **1802 Colorado Ave, La Junta, CO, 81050**, hereinafter referred to as "Tenant". Both Landlord and Tenant may be referred to individually as a "Party", and shall collectively hereinafter be referred to as "Parties" to this Lease.

**WITNESSETH:**

WHEREAS, Landlord is willing to lease the Premises, defined herein, and Tenant desires to lease the Premises pursuant to the terms of this Lease; and

WHEREAS, Authority to enter into this Lease exists in the Law, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. PREMISES, TERM, RENT.**

(A) Landlord hereby leases and demises unto Tenant the Premises, hereinafter referred to as "Premises" within the building located at **607 Savage Avenue, Lamar, CO**, hereinafter referred to as "Building" (including land, improvements and other rights appurtenant thereto). The Premises, known and described as **Suite Prowers County Child Care Center**, includes approximately **4,320 (sq,ft)** rentable square feet; the Premises as attached hereto and incorporated by reference herein as "Exhibit A".

(B) TO HAVE AND TO HOLD the same, together with all appurtenances, unto Tenant, for the term beginning the later of **September 1, 2023**, or the date the Colorado State Controller approves the Lease "Commencement Date"), and ending **August 31, 2024**, at and for a monthly rental (the "Monthly Rent") for the full term as shown below:

<b>\$8.00/ sq. ft.</b>	<b>NEGOTIATED ANNUAL RENT/ RSF</b>	<b>REAL ESTATE PROPERTY TAXES RSF*</b>	<b>ADJUSTED ANNUAL RENT/ RSF*</b>	<b>MONTHLY RENT*</b>	<b>TERM RENT*</b>
<b>TERM DATES</b>	<b>RSF</b>	<b>RSF*</b>	<b>RSF*</b>	<b>RENT*</b>	<b>RENT*</b>
<b>09/01/23 – 08/31/24</b>	<b>\$34,560</b>	<b>(\$)</b>	<b>\$8.00</b>	<b>\$2,880</b>	<b>\$34,560</b>

**\*Reduces Rent by the Estimated Property Tax known at the time of drafting this document.**

1) ~~§39-3-124 C.R.S., exempts real property leased by the State of Colorado from the levy and collection of property taxes. Therefore, the Adjusted Annual Rent/RSF as shown above does not include the Taxes known at the time of drafting of \$\_\_\_/rsf or any tax based upon real property as defined and required by Article 15; when the current year Taxes are known, the Monthly Rent payment shall be adjusted accordingly.~~

2) ~~At the Commencement Date, Tenant will have on account for its benefit a rent credit in the amount of \$\_\_\_\_, pursuant to Exhibit C attached hereto and incorporated by reference herein. Such amount shall be applied against Rent, Tenant Improvements, and/or Furniture Fixtures & Equipment at the sole discretion of and request by Tenant.~~ **Tenant and Landlord are both exempt from property taxes.**

3) The Premises are to be used and occupied as **head start classroom** space. Payment of the Monthly Rent shall be made on the first of each month during the term hereof, to Landlord at:

**Prowers County Department of Human Services  
1001 South Main Street, PO Box 1157  
Lamar, CO 81052**

or at such place as Landlord from time to time designates by notice as provided herein, subject to the limitations and conditions set forth in Article 11 Fiscal Funding, Article 12 Federal Funding, or Article 20 Collocation, herein.

4) If the term herein commences on a day other than the first day of a calendar month, then Tenant shall pay to Landlord the rental for the number of days that exist prior to the first day of the succeeding month and the first month of the Lease shall be the first full calendar month Tenant is in occupancy of the Premises. **Tenant shall have the right (the "Renewal Right") to renew the Initial Term of this Lease for an additional one-year period (the "Renewal Term" and, together with the Initial Term, the "Term") on the same terms and conditions set forth in this Lease, subject to the approval of the Landlord.**

## **2. SERVICES.**

(A) Landlord Provided Services: Landlord shall provide to Tenant during the occupancy of said Premises, as a part of the rental consideration, the following services comparable to those provided by other office buildings of similar quality, size, age and location, in the **Lamar** submarket. The services shall include but not necessarily be limited to the following:

### **1) Services to Premises.**

(a) Heat, ventilation and cooling as required for the comfortable use and occupancy of the Premises during normal business hours. Landlord shall at all times be responsible for providing heat, ventilating and air conditioning (HVAC) services in quantities and distributions sufficient for Tenant's use of the Premises, including rebalancing of the HVAC distribution system as necessary, and also including service, repair and/or replacement (which replacement shall be considered a capital improvement) of equipment, parts and accessories for the HVAC units and systems serving the Premises. Landlord shall ensure that the HVAC capacity provided to service the Building is sufficient to maintain year round temperatures within the 70°F-74°F range in the Premises;

~~(b) — Landlord shall provide Building standard janitorial services. Janitorial services shall be provided a minimum of five (5) times per week, except legal holidays, and include all supplies and materials. Interior and exterior window washing shall be completed a minimum of two (2) times per year.~~

(c) Provide and pay for electric power as supplied by the local utility company.

(d) Replacement of Building standard lighting.

2) Building Service.

(a) Domestic running water and necessary supplies in washrooms sufficient for the normal use thereof by occupants in the Building;

(b) Access to and egress from the Premises, including elevator service maintenance, repair and replacement customary for buildings of similar age and quality, if included in the Building;

(c) Snow removal, sidewalk repair and maintenance, landscape maintenance, pest control, and trash removal services;

(d) HVAC, lighting, electric power, domestic hot and cold running water and janitorial service in those areas of the Building designated by Landlord for use by Tenant, in common with all tenants and other persons in the Building during normal business hours, but under the exclusive control of Landlord;

~~(e) — A general directory board on which Tenant shall be entitled to have its name shown, provided that Landlord shall have exclusive control thereof and of the space thereon to be allocated to each Tenant;~~

~~(f) — Landlord shall at all times be responsible for paying real estate taxes and assessments, including real property taxes, special improvement district taxes or fees or other special district taxes or charges for which Tenant is not eligible for a tax exemption, subject to Article 15. Tenant shall be responsible for all taxes and assessments on Tenant's personal property, if any.~~

3) Maintenance, Repair and Replacement.

(a) Landlord shall operate, maintain, repair and replace the systems, facilities and equipment necessary for the proper operation of the Building and for provision of Landlord's services under Article 2(A)1) and 2) above and shall maintain and repair the foundations, structure and roof of the Building and repair damage to the Building which Landlord is obligated to insure against under this Lease.

4) Additional Services.

(a) Maintenance of parking lot and/or structure, maintenance of the external lighting devices for the Building parking lot and/or structure. Maintenance, repair and replacement of Tenant Improvements for damage caused by shifting of or leaking around the foundation or of any other structural aspect or system of the Building.

(b) Maintain the Premises in good repair and in tenantable condition during the term of this Lease. Landlord shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections, repairs or maintenance.

~~(c) — The "normal business hours" of operation of the Building shall be from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 2:00 p.m. on Saturdays, excepting legal holidays, which shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and~~

~~Christmas. Landlord shall provide additional hours of operation for the Premises upon 24 hours prior notice to Landlord from Tenant at no additional cost to Tenant.~~

(B) Tenant Provided Services: Tenant shall provide to Landlord during the occupancy of said Premises, as a part of the rental consideration, the following services comparable to those provided by other office buildings of similar quality, size, age and location, in the Lamar submarket. The services shall include but not necessarily be limited to the following:

1) **Services to Premises.**

(a) Tenant shall provide janitorial services to the interior of the Leased area.

(b) Tenant shall replace standard light bulbs inside the Leased area.

2) **Building Service**

a. Tenant shall provide snow removal services to ensure safe access to and from the playground.

3) **Tenant agrees to pay 50% of the maintenance expenditures for the Leased area up to a maximum of \$10,000 per Termyear.**

3. **INTERRUPTION OF SERVICES.** Notwithstanding anything in this Lease to the contrary, if there is an interruption in essential services to the Premises (including, but not limited to HVAC, electrical service, elevator service), and such interruption continues for a period of five (5) consecutive days, Tenant shall be entitled to an abatement of rent for the period that such services are not provided to the extent that such interruption interferes with the use of the Premises by Tenant. If such interruption continues for a period of ninety (90) days, Tenant may cancel and terminate this Lease without penalty.

4. **WORK REQUIREMENTS.**

☒ Tenant shall take the Premises without Tenant Improvements unless otherwise specified herein;

☐ All tenant finish alterations in the Premises, now and hereafter undertaken, shall be designed and constructed in accordance with the technical design specifications of the Uniform Federal Accessibility Standards, latest edition. Prior to the Premises being occupied by Tenant, Landlord agrees to the tenant improvements described in Exhibit D, attached hereto and made a part hereof.

5. **LANDLORD'S REPRESENTATIONS.**

(A) Landlord represents that either:

1) no "asbestos response action", pursuant to that portion of the Colorado Air Quality Control Commission, Regulation 8 entitled Emission Standards for Asbestos, hereafter referred to as "Regulation 8", is contemplated as a part of the tenant finish for this Lease; or

2) in the event that an "asbestos response action" is contemplated as a part of the tenant improvements for this Lease, Landlord agrees to fully cooperate with Tenant in Tenant's exercise of its duties and responsibilities in accordance with Section V of Part B of Regulation 8.

(B) Landlord, in Landlord's sole opinion, represents that with respect to this Lease and the Premises, the Building meets the requirements of the Americans with Disabilities Act.

(C) Landlord must meet all local codes and regulations with regard to fire and life safety during the term of the State of Colorado's occupancy of the Premises as mandated by local authorities.

6. **LANDLORD'S OWNERSHIP.** Landlord warrants and represents itself to be the owner, or the authorized representative or agent of the owner, of the Premises in the form and manner as stated herein. During the term of this Lease Landlord covenants and agrees to warrant and defend Tenant in the quiet, peaceable enjoyment and possession of the Premises. In the event of any dispute regarding Landlord's ownership, upon request from and at no cost to Tenant, Landlord shall immediately, furnish proof thereof by delivering to Tenant an "Ownership and Encumbrance Letter" issued by a properly qualified title insurance company.

7. **LEASE ASSIGNMENT.** Tenant shall have the right to assign or sublease its interest under this Lease or portion thereof to a State agency or a State institution of higher education. Such arrangement will be memorialized in an amendment to this lease. Tenant shall not otherwise assign this Lease or sublet the Premises, except to a desirable tenant for a similar use and purpose, and will not permit the use of said Premises to anyone, other than Tenant, its agents or employees, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

8. **EMINENT DOMAIN, TERMINATION OF LEASE.** If the Premises are taken via eminent domain, in whole or in part, then either Party may cancel and terminate this Lease and the current rent shall be properly apportioned to the date of such taking. In such event the entire damages which may be awarded shall be apportioned between Landlord and Tenant, as their interests appear.

9. **DAMAGE AND DESTRUCTION.** If the Premises are rendered uninhabitable or unfit for Tenant's purposes by fire, natural disaster, or other casualty, and the Premises cannot be repaired within a reasonable amount of time as mutually and reasonably determined by both Parties, this Lease will immediately terminate and no rent shall accrue from the date of such fire or casualty. If the Premises are damaged by fire, natural disaster, or other casualty so that there is partial destruction of such Premises or such damage as to render the Premises partially uninhabitable or partially unfit for Tenant's purposes, Tenant may, within five (5) days of such occurrence, terminate this Lease by giving written notice to the Landlord. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. Rent shall be apportioned to the effective date of termination.

10. **HOLDING OVER.** The Lease shall be extended on a month-to-month basis if Tenant fails to vacate the Premises upon expiration or sooner termination of this Lease. The rent to be paid by Tenant during such continued occupancy shall be the same being paid by Tenant as of the date of expiration or sooner termination, subject to Article 15. Landlord and Tenant each hereby agree to give the other Party at least thirty (30) days written notice prior to termination of any holdover tenancy.

11. **FISCAL FUNDING.**

(A) As set forth in State of Colorado Fiscal Rules and §23(B) below, this Lease is dependent upon the continuing availability of funds beyond the term of the State's current fiscal period ending upon the next succeeding June 30, as financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. While the act of appropriation is a legislative act, Tenant will take appropriate actions under the laws applicable to Tenant to timely and properly budget for, request of and seek and pursue appropriation of funds from the General Assembly of the State of Colorado permitting Tenant to make payments required hereunder during the period to which such appropriation applies. If funds are not appropriated, this Lease shall terminate upon the exhaustion of such appropriation, with no penalty or additional cost to Tenant. Tenant shall notify Landlord of such non-allocation of funds by sending written notice thereof to Landlord forty-five (45) days prior to the effective date of termination.

(B) Tenant's obligation to pay rent hereunder constitutes a current expense of Tenant payable exclusively from Tenant's funds and shall not in any way be construed to be a general obligation

indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provision of §§ 1,2,3,4, or 5 of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the State concerning the creation of indebtedness. Neither Tenant, nor Landlord on its behalf, has pledged the full faith and credit of the State, or any agency or department thereof to the payment of the charges hereunder, and this Lease shall not directly or contingently obligate the State or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, the payments due hereunder.

12. **FEDERAL FUNDING.** If any or all funds for payment of this Lease are provided by the Federal Government, this Lease is subject to and contingent upon the continuing availability of Federal funds, and if such funds are not made available, Tenant may unilaterally terminate this Lease at the end of any month after providing ninety (90) days written advance termination notice to Landlord.

13. **NOTICE.** Any notice required or permitted by this Lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the Party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Landlord:

**Human Services Director  
Prowers County Dept. of Human Svcs.  
1001 South Main Street, PO Box 1157  
Lamar, CO 81052**

Tenant:

**Jennifer Johnston, Vice President of Business  
& Admin Services  
Otero College  
1802 Colorado Avenue  
La Junta, CO 81050**

With a copy to:

Office of the State Architect  
Real Estate Programs  
1525 Sherman Street, Suite 112  
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

14. **CONSENT.** Unless otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed to have been given if no response is received within thirty (30) days of the date the request was made. If either Party withholds any consent or approval, such Party shall, after written request, deliver to the other Party a written statement giving the reasons therefore.

15. **TENANT'S TAX EXEMPT STATUS.** The Parties acknowledge § 39-3-124(1)(b) C.R.S., effective January 1, 2009, exempts the Premises from levy and collection of property tax including Assessed Tax, Special Assessment Tax, Maintenance District, Local Improvement Assessment, Fees and Interest (collectively "Taxes") while leased by Tenant for State purposes and that Landlord shall not receive a levy for property taxes from the County Assessor on the Premises occupied by Tenant during the term of the Lease and any extensions thereof. ~~Tenant shall timely file a copy of the Lease, and any extensions or amendments thereof, with the County Assessor. If the Lease terminates prior to the end date provided for in Article 1(B), or any extension or amendments thereof (early termination), Tenant shall timely file notice of the early termination date with the County Assessor.~~

~~Tenant's Monthly Rent obligation, per Article 1(B), shall be decreased by the amount of the reduction in Taxes on a monthly prorated basis. So long as Landlord receives an abatement of Taxes from the County Assessor, by reason of Tenant's operation as an agency or department of the State of Colorado:~~

~~(A) — Tenant shall receive a credit against its Monthly Rent beginning with the Commencement Date based upon the latest tax information known at the time the lease is prepared for execution. This credit shall be reconciled upon the availability of the tax information for the relevant tax year; and~~

~~(B) — Beginning with the availability of the tax information for the relevant tax year Tenant shall receive an on-going credit against its Monthly Rent which shall be reconciled annually.~~

16. **TENANT LIABILITY EXPOSURE.** Notwithstanding any other provision of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.* C.R.S. Liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, *et seq.*, C.R.S. and § 24-30-1501, *et seq.*, C.R.S. All provisions of this Lease are controlled, limited and otherwise modified to limit any liability of Tenant in accordance with the foregoing cited statutes.

17. **SECURITY DEPOSIT.** Tenant shall not provide a security deposit to Landlord.

18. **INSURANCE.**

(A) Landlord Insurance. Landlord and Landlord's contractors shall carry and maintain the following insurance coverage with respect to the Premises during the Lease term:

1) Commercial General Liability Insurance covering operations by, or on behalf of, Landlord on an occurrence basis against claims for bodily injury, property damage and personal injury liability with minimum limits of (a) \$1,000,000 each occurrence; (b) \$2,000,000 general aggregate; (c) \$2,000,000 products and completed operations aggregate.

2) Property Insurance covering the Building, including the Premises, its equipment, and Landlord's interest in improvements and betterments on an "All Risk" basis, including where appropriate the perils of Flood and Earthquake. Coverage shall be written with a Replacement Cost valuation and include an agreed value provision. The deductible amount shall not exceed \$25,000 unless approved by Tenant. The policy shall also include a rental income extension.

3) Workers' Compensation Coverage for employees of Landlord as required by law and employer's liability insurance.

4) All policies shall be written with carriers approved to do business in the State of Colorado with an A.M. Best Rating of at least A- VII and shall contain a Waiver of Subrogation on behalf of Tenant. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Landlord and Landlord shall forward such notice to the State within seven days of Landlord's receipt of such notice. Landlord shall provide Tenant certificates of Insurance confirming renewal of the coverage at least fifteen (15) days prior to expiration.

(B) Tenant Insurance. Tenant shall provide insurance on its inventory, equipment, and all other personal property located on the Premises against loss resulting from fire or other casualty at Tenant's sole cost. Tenant shall have the right to provide such insurance under a self-insurance program, or, at any time during the term of this Lease, to provide such insurance through an insurance company. With respect to general liability, Tenant is self-insured in accordance with the provisions of the Colorado Governmental Immunity Act set forth at § 24-10-101, *et seq.*, C.R.S. and the Colorado Risk Management Act, § 24-30-1501, *et seq.*, C.R.S.



**19. CONVEYANCE OF THE PREMISES, ASSUMPTION OF LEASE, ATTORNMENT AND NON-DISTURBANCE.**

(A) If Landlord assigns this Lease or if the Premises are sold, transferred or conveyed, (all collectively called "Assignment"), within ten (10) days of the Assignment of the Lease, Landlord shall provide Tenant notice thereof pursuant to Article 13 of this Lease in a form substantially in conformity with that described in Exhibit B. Said notice shall include the name and address of the New Landlord (any assignee of this Lease, or any purchaser of the Premises, or any other successor owner or assignee of Landlord through foreclosure or deed in lieu of foreclosure [the "New Landlord"]), the New Landlord's Human Security or Federal Employer's Identification Number, and documentation evidencing the Lease Assignment, whether it be an assignment and assumption of Lease, deed or other transfer.

(B) If Landlord fails to provide Tenant the notice of Assignment provided for in the preceding paragraph (A) and Tenant receives written notice from a third-party claiming to be the New Landlord under a transaction constituting an Assignment of Lease, and the New Landlord provides Tenant the evidence of transfer specified in paragraph (A), Tenant shall provide Landlord written notice of the New Landlord's claim at the address provided for in Article 13. If Landlord does not contest the New Landlord's claim in writing to Tenant within ten (10) days from the date of Tenant's written Notice to Landlord, Tenant may recognize the New Landlord as Landlord under the Lease and shall thereafter pay the monthly rent and other obligations under the Lease to the New Landlord and Landlord shall have waived any further rights under the Lease and shall be barred from further rights thereunder, including, but not limited to, the right to receive rent. In addition, any Tenant audit rights (see Article 26(C)4)) which resulted in a monetary obligation due the Tenant shall then become the full responsibility of the New Landlord.

(C) The New Landlord's title, right and interest in the Premises, however acquired, shall be subject to all Lease provisions, including, not limited to, the non-disturbance of Tenant's possession of the Premises and Tenant shall recognize the New Landlord as Landlord under the Lease. Tenant's attornment to the New Landlord shall not waive any rights of Tenant against the prior Landlord. All payments previously made by Tenant to the prior Landlord and all other previous actions taken by Tenant under the Lease shall be considered to have discharged those obligations of Tenant under the Lease. The New Landlord's acceptance of the rent payment provided for in the Lease shall constitute the New Landlord's assumption of the Lease and obligations of the Landlord's thereunder.

**20. COLLOCATION.** If the State builds, leases, or otherwise acquires a building for the purpose of collocating in one area, State agencies, State institutions of higher education, or sections, divisions, or functional groups within the State, or designates an existing State or political subdivision thereof real property interest for such collocation of Tenant, this Lease may be terminated by Tenant by giving written notice to Landlord not less than sixty (60) days prior to Tenant's intent to vacate and terminate the Lease. Following the date of such termination stated in the written notice to Landlord, Tenant shall not be liable to perform any of its obligations under this Lease, including, but not limited to rental payments, following the date of such termination.

**21. INDEPENDENT CONTRACTOR.** 4 CCR §801-2. The Landlord shall perform its duties hereunder as an independent contractor and not as an employee. Neither Landlord nor any agent or employee of Landlord shall be or shall be deemed to be an agent or employee of the State. Landlord shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the State pursuant to this Lease. Landlord acknowledges that Landlord and its employees are not entitled to unemployment insurance benefits unless Landlord or third party provides such coverage and that the State does not pay for or otherwise provide such coverage. Landlord shall not have authorization, express or implied, to bind the State to any agreements, liability, or understanding except as expressly set forth herein. Landlord shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the State) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of Landlord, its employees and agents.

**22. NO VIOLATION OF LAW.**

(A) § 18-8-301, *et seq.*, C.R.S. and § 18-8-401, *et seq.*, C.R.S. The signatories hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences) and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), and that no violation of such statutes has occurred under this Lease.

(B) § 24-76.5-101, *et seq.*, C.R.S. Landlord, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of § 24-76.5-101 *et seq.*, C.R.S. and (c) has produced one form of identification required by § 24-76.5-103 C.R.S. prior to the effective date of this Lease.

## 23. COLORADO SPECIAL PROVISIONS

(A) CONTROLLER'S APPROVAL. § 24-30-202 (1), C.R.S. This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

(B) FUND AVAILABILITY. § 24-30-202 (5.5), C.R.S. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

(C) CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Lease. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution. The Landlord shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established, including those dealing with discrimination and unfair employment practice, in performing its obligations under the Lease.

(D) LANDLORD/VENDOR OFFSET. §§ 24-30-202 (1), C.R.S. and 24-30-202.4, C.R.S. Subject to § 24-30-202.4 (3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in § 39-21-101, *et seq.*, C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

(E) EMPLOYEE FINANCIAL INTEREST. § 24-18-201, C.R.S. and § 24-50-507, C.R.S. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

24. ~~BROKER REPRESENTATION: Landlord and Tenant acknowledge that \_\_\_\_\_ is acting as a Landlord Agent on behalf of Landlord in this transaction and \_\_\_\_\_ ("\_\_\_\_\_") is acting as a Tenant Agent on behalf of Tenant in this transaction. Further, Landlord and Tenant acknowledge that in consideration of \_\_\_\_\_ acting as a Tenant Agent on behalf of the State of Colorado in this transaction, it will receive a leasing commission by separate agreement with \_\_\_\_\_.~~

## 25. GENERAL PROVISIONS

(A) Binding Effect. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

(B) **Captions.** The captions and headings in this Lease are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

(C) **Construction Against Drafter.** In the event of an ambiguity in this Lease the rule of Lease construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.

(D) **Counterparts.** This Lease may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

(E) **Entire Understanding.** This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

(F) **Jurisdiction and Venue.** All suits or actions related to this Lease shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

(G) **Modification.**

1) **By the Parties.** Except as specifically provided in this Lease, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF LEASES - TOOLS AND FORMS.

2) **By Operation of Law.** This Lease is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Lease on the effective date of such change, as if fully set forth herein.

(H) **Order of Precedence.** The provisions of this Lease shall govern the relationship of the State and Landlord. In the event of conflicts or inconsistencies between this Lease and its exhibits and attachments, including, but not limited to, those provided by Landlord, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- 1) Colorado Special Provisions,
- 2) The remaining provisions of the main body of this Lease,
- 3) Exhibit A, Premises,
- 4) Exhibit C, Commission Sharing,
- 5) Exhibit B, Notice of Assignment,
- 6) Exhibit D, Tenant Improvements (where applicable).

(I) **Severability.** Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Lease in accordance with its intent.

(J) **Survival of Certain Lease Terms.** Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after termination hereof,

shall survive such termination and shall be enforceable by the State if Landlord fails to perform or comply as required.

(K) **Taxes Other than Real Property.** The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under §§ 39-26-101 and 201, *et seq.*, C.R.S. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Landlord shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Landlord for such taxes.

(L) **Third Party Beneficiaries.** Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.

(M) **Waiver.** Waiver of any breach under a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

(N) **Extinguishment and Replacement.** This Lease extinguishes and replaces any prior leases between the Parties related to the Premises upon the Commencement Date hereof.

(O) **Quiet Enjoyment.** The State shall be entitled to quiet enjoyment of the Premises as long as it is not in default under the provisions hereof.

(P) **CORA Disclosure.** To the extent not prohibited by federal law, this Lease and the performance measures and standards under § 24-103.5-101, C.R.S. if any, are subject to public release through the Colorado Open Records Act, § 24-72-101, *et seq.*, C.R.S.

(Q) ~~**Indemnification.** Landlord shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred by any of the Indemnified parties as a result of any act or omission by Landlord, or its employees, agents, subcontractors, or assignees in connection with this Lease.~~ The provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S.

26. **ADDITIONAL RENT.** NONE

27. **ADDITIONAL PROVISIONS.**

**Otero College Child Development Services will reimburse Prowers County for ½ the monthly cook aide's salary plus benefits August-May and Prowers County will in turn provide nutritious meals for Otero College Child Development Services' children daily. This includes breakfast, lunch, and snack.**

IN WITNESS WHEREOF, the Parties hereto have executed this Lease

**LANDLORD**

Prowers County Department of Human Services

**TENANT**

STATE OF COLORADO

Jared S. Polis, Governor

The Department of Higher Education, State Board for  
Community Colleges and Occupational Education,  
acting by and through Otero College

By: \_\_\_\_\_  
Authorized Signatory

By: \_\_\_\_\_  
Dr. Kimberly Zant, President  
Otero College

\_\_\_\_\_  
Name (Print) Title (Print)

Date: \_\_\_\_\_

**REAL ESTATE PROGRAMS**

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF PERSONNEL & ADMINISTRATION

Office of State Architect, For the Executive Director

By: \_\_\_\_\_  
Heidi Dineen, Delegate

Date: \_\_\_\_\_

**OFFICE OF RISK MANAGEMENT**

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF PERSONNEL & ADMINISTRATION

For the Executive Director

By: \_\_\_\_\_  
State Risk Manager

Date: \_\_\_\_\_

**LEGAL REVIEW**

DEPARTMENT OF LAW

Philip J. Weiser, Colorado Attorney General

ATTORNEY GENERAL (or authorized Delegate)

By: \_\_\_\_\_  
Mary Nero, Associate General Counsel

Date: \_\_\_\_\_

**ALL CONTRACTS MUST BE APPROVED BY THE  
STATE CONTROLLER:**

CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.

STATE OF COLORADO

Jared S. Polis, Governor

STATE CONTROLLER'S OFFICE

State Controller (or authorized Delegate)

By: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
PREMISES

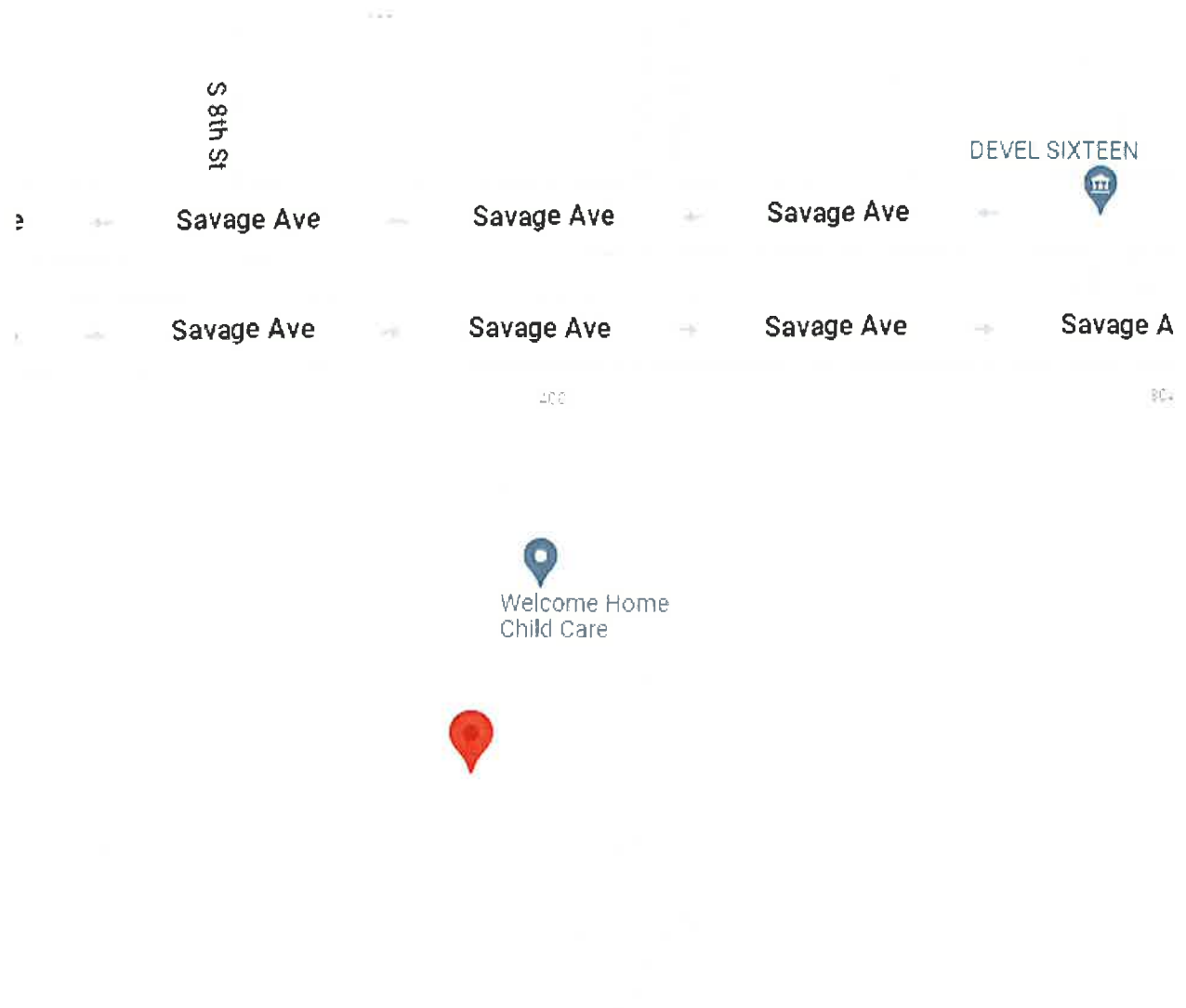


EXHIBIT B

NOTICE OF ASSIGNMENT OF LEASE  
ASSUMPTION OF LEASE BY NEW LANDLORD

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Tenant

[Tenant]  
[Tenant's Address for Notice  
(See Art. 13 of Lease)]

Re: Lease for: \_\_\_\_\_, dated \_\_\_\_\_, [Lease Address  
(See Art. 1 of Lease)  
\_\_\_\_\_, Landlord [Landlord]

Dear Tenant:

Pursuant to Article 13 of the above referenced Lease, Tenant is hereby notified that on \_\_\_\_\_  
[date], the Lease was assigned to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, [Name/Address of New Landlord], the "New Landlord."  
The New Landlord's W-9 is attached.

Evidence of the transaction constituting the Assignment of Lease is by [mark as is appropriate]: \_\_\_  
Assignment and Assumption of Lease; \_\_\_ Deed \_\_\_\_\_ [Type of Deed]; \_\_\_ Other [Specify] \_\_\_\_\_  
\_\_\_\_\_, dated, which document is attached and made part hereof.

Tenant's rental obligations after \_\_\_\_\_ (date) should be paid to the New Landlord at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The signatory below affirms the information provided in this Notice is true and acknowledges the New Landlord has assumed the obligations of Landlord under the Lease.

By: \_\_\_\_\_  
LANDLORD

By: \_\_\_\_\_  
NEW LANDLORD

Enclosures

EXHIBIT C

COMMISSION SHARING BETWEEN THE TENANT  
AND THE REAL ESTATE SUPPORT SERVICES VENDOR

Pursuant to the contract for Real Estate Support Services between \_\_\_\_\_ and the State dated \_\_\_\_\_, Landlord and Tenant acknowledge that in consideration of \_\_\_\_\_ acting as a Tenant Agent on behalf of the State of Colorado in this transaction, it will receive a leasing commission of \$\_\_\_\_\_,\_\_\_\_\_. of which 30% (\$\_\_\_\_\_,\_\_\_\_\_.) will be credited to Tenant as shown in Article 1(B) of the Lease and 70% of the leasing commission (\$\_\_\_\_\_,\_\_\_\_\_.) shall be remitted to \_\_\_\_\_ upon the full execution of this Lease.



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9/12/23

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 8/30/23

**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 approval of Purchase of Service Contract between Prowers County Department of Human Services and Emily Nolan for the purposes of procuring General Education Development (GED) preparation course.

**Justification or Background:**

**Fiscal Impact:**

County: \_\_\_\_\_

Federal: \$ \_\_\_\_\_

State: \_\_\_\_\_

Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**THANK YOU!**

## PURCHASE OF SERVICES CONTRACT

THIS CONTRACT entered into this 8th day of August 2022 by and between Prowers County Department of Human Services, STATE OF COLORADO, hereinafter referred to as "Prowers County", whose address is 1001 South Main Street Lamar, CO 81052 and Emily Nolan hereinafter referred to as "Independent Contractor", whose address is 211 West Chestnut Lamar, CO 81052.

Witnesseth,

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

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

1. Term. This contract will be effective from July 1, 2023 through June 30, 2024 or when funding is no longer available to sustain the GED program.
2. Services by Independent Contractor. Independent Contractor agrees to perform the duties as outlined in the Proposal Exhibit A Statement of Work (attached).
3. Contract Price. Prowers County will pay Independent Contractor as set forth in Exhibit A upon receipt of a satisfactory invoice.
4. Taxes. Independent Contractor understands that Independent Contractor is obligated to pay all federal and state income tax on all money earned while performing services for Prowers County.
5. Indemnify. Independent Contractor agrees to indemnify and hold harmless Prowers County from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of such claims or actions. Independent Contractor waives any and all claims against Prowers County.
6. Insurance. It is understood that Independent Contractor will furnish its own insurance and will not be eligible for insurance maintained by Prowers County for its employees, including health insurance, workers' compensation insurance, unemployment insurance, life insurance and all other benefits afforded employees.
7. Independent Contractor. Independent Contractor certifies under penalty of perjury that it is an independent contractor and is not an employee of Prowers County.

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

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

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

9. Termination. Either party may terminate this contract with or without cause by providing 30 days written notice. In the event of such termination, Independent Contractor will be paid for its services to the date of termination.

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

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

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

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

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

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

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

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

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

BOARD OF COMMISSIONERS,  
PROWERS COUNTY, COLORADO

By \_\_\_\_\_  
Ron Cook, Chair

By \_\_\_\_\_  
Wendy Buxton-Andrade, Vice-Chairman

By \_\_\_\_\_  
Tom Grasmick, Commissioner

ATTEST:

By \_\_\_\_\_  
Jana Coen, Clerk

Date signed: \_\_\_\_\_

INDEPENDENT CONTRACTOR:

By Emily Nolan  
Contractor's Signature

Date signed: 8-30-23

DEPT OF HUMAN SERVICES

By \_\_\_\_\_  
Lanie Meyers-Mireles

**Exhibit A**  
**Statement of Work- Emily Nolan**

**I. OBJECTIVE**

The objective of this Contract is to procure General Education Development (GED) preparation courses in Prowers County. This Contract serves Colorado Works/Temporary Assistance for Needy Families (TANF) eligible individuals. The Contract also serves eligible Employment First participants.

**III. SCOPE**

The Contractor shall be responsible for all aspects for coordinating and administering GED courses to eligible participants referred from the Department of Human Services. During the Contract Term, the Contractor shall serve 50 Colorado Works/TANF participants and 75 Employment First participants.

The Contractor shall conduct the courses in person or virtual and in English or Spanish. In-person facilitation shall be held at the Prowers County Annex located at 1001 S. Main St., Lamar, CO 81052. Courses shall be held on Friday, excluding County and State holidays.

- A. **Eligibility**-The Contractor shall receive a referral from agency department verifying TANF eligibility for those participants who are Colorado Works or TANF and Employment First eligible. A copy of this referral shall be kept in the case file. Changes in eligibility will be communicated to Contractor by agency.
- B. **Course Content**- GED courses shall target the content areas of language arts, mathematics, science, and social studies
  - a. The Contractor shall also use course time to enhance participants' developmental basic skills, advanced reasoning, comprehension, and critical thinking skills.
  - b. The Contractor may use course time to instruct participants in computer navigation skills.
- C. **Course Structure and Duration**. The Contractor shall provide GED courses.
  - a. **Pre-Testing**- This shall be held for no more than 2 hours on Friday and will be administered via online by Contractor in each of the 4 subjects. Pre-testing will indicate level of understanding in a particular subject and will be measured by a score.
  - b. **Facilitation** -This shall be held for no more than 5 hours on Friday and will be administered online and face to face instruction in each of the 4 subjects. Facilitation will be conducted as needed and on individual basis.
- D. **GGV**- the Contractor and participants shall utilize the GED Interactive Curriculum on [gedgonevirtual.com](http://gedgonevirtual.com) (GGV).
  - a. The Contractor shall monitor and ensure participant registration and enrollment into GGV within 7 days of referral.
  - b. The Contractor shall coach participants to utilize all features of GGV.
  - c. The Contractor shall utilize GGV to review participant assignments, monitor student academic performance, and view progress reports.

- d. The Contractor shall use both GGV content as well as supplementary online or in-person resources and quizzes.
- E. **Attendance Tracking.** The Contractor shall track participants who are referred but who do not attend the course. They shall follow up with each participant individually to encourage future participation.
  - a. The Contractor shall keep track of which participants attend which courses and if the participant is Employment First or Colorado Works/TANF eligible. The Contractor shall provide a copy of this documentation with each invoice.
- F. **Outcome Measures.** The Contractor shall assess and collect participant outcome measures for instructional and grant related purposes. This data shall be collected from GGV and summarized quarterly. The Contractor shall make the data available to the Department every quarter.
- G. **Miscellaneous.** The Contractor shall carry out the following miscellaneous duties and responsibilities:
  - a. Ensure that services are delivered in a culturally competent manner, are language appropriate, and that they meet the needs and challenges of the participants.
  - b. Utilize adult learning principles, a variety of instructional delivery methods, and a variety of learning styles.
  - c. Abide by all Community College Association (CAA) and Colorado Community College System policies and procedures.
- H. **Confidentiality.** The Contractor shall keep all participant information confidential. If the Contractor keeps paper files, they shall be stored in secure cabinets at the agency.

#### IV. COMPENSATION AND INVOICING

- A. **Compensation.** The Contractor will be paid a maximum of \$14,000.00 during the Contract period.
  - a. The Contractor shall be reimbursed for their time at an hourly rate. The agreed upon rate is \$40 per hour.
  - b. There are a maximum number of hours the Contractor shall work each month.
  - c. The Contractor is not eligible for any payment if there are no participants in a session.
  - d. The Department will only reimburse the Contractor for their time spent in courses.
- B. **Invoicing.** The Contractor shall invoice the Department on a monthly basis by the last working day of the month.
  - a. The invoice shall contain the date of the work, the number of hours worked on that day, and a description of the work completed. The invoice shall either include the participant names or the participant names shall be included as an attachment.
  - b. The Contractor shall not deliver an invoice for an item before the work is completed.
  - c. The Department will review the submitted invoice and forward it for payment upon approval.
  - d. The Department will remit payment to the Contractor within 45 days of when the Department submits the invoice for payment.

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9/12/23

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 8/29/23

**Return Originals to:** Department of Human Services

**Number of originals to return to Submitter:** 1

**Contract Due Date:** ASAP

**Item Title/Recommended Board Action:**

“Consider approval of Contract Amendment #5 to Original Contract Number 21 IHIA 168429 between Prowers County Department of Human Services and Colorado Department of Early Childhood in the amount of \$450,580 and authorize Department of Human Services Director, Lanie Meyers-Mireles, to execute the agreement electronically.”

**Justification or Background:**

**Fiscal Impact:**

County: \_\_\_\_\_

Federal: \$ \_\_\_\_\_

State: \_\_\_\_\_

Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**THANK YOU!**





**COLORADO**  
Department of Early Childhood

## CONTRACT AMENDMENT #5

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Colorado Department of Early Childhood 710 South Ash Street, Building C Glendale, CO 80246		<b>Original Contract Number</b> 21 IHIA 168429
<b>Contractor</b> Prowers County Department of Human Services P.O. Box 1157; 1001 S. Main St. Lamar, CO 81052		<b>Amendment Contract Number</b> 24 QAAA 184344
<b>Current Contract Maximum Amount</b> <b>Initial Term</b> 05/17/2021-09/29/2021                      \$108,693		<b>Contract Performance Beginning Date</b> May 17, 2021
<b>Extension Terms</b> 09/30/2021-09/29/2022                      \$108,693 09/30/2022-09/29/2023                      \$109,923 09/30/2023-09/29/2024                      \$123,271 <b>Total for All Federal Fiscal Years</b> \$450,580		<b>Current Contract Expiration Date</b> September 29, 2024

**Signature Page begins on next page →**



**COLORADO**

Department of Early Childhood

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

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

<p><b>CONTRACTOR</b> Prowers County Department of Human Services</p> <hr/> <p>By: Lanie Meyers- Mireles, Director</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> Jared Polis, Governor Colorado Department of Early Childhood Lisa Roy, Ed.D., Executive Director</p> <hr/> <p>By: Lisa Castiglia, Deputy Chief Financial Officer</p> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Laura Curnow / Andrea Eurich / Toni Williamson / Telly Belton</p> <p>Amendment Effective Date: _____</p>	

**-- Signature and Cover Pages End --**



**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

**B. Amendment Term**

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or September 30, 2023 whichever is later and shall terminate on the termination of the Contract.

**4. PURPOSE**

Prowers County Department of Human Services shall provide specialized outreach to fathers with children receiving Medicaid, single parent fathers, noncustodial fathers, military veteran fathers, fathers without a high school diploma, fathers participating in Head Start, fathers reentering after incarceration, fathers with a history of involvement in the foster care system, and unemployed fathers. Prowers County DHS shall build capacity and partnerships to more effectively serve fathers to improve the well-being of children by increasing the proportion of children growing up with involved, responsible, and committed fathers. This amendment shall extend the contract expiration date, increase funds for FFY24 services and amends Exhibits A, B, D, and E.

**5. MODIFICATIONS**

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

**A. Extend the Contract Expiration Date from September 29, 2023, to September 29, 2024.**

The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

**B. Increase the Contract Amount for FFY24 by \$123,271 and Increases the Maximum Amount for All Federal Fiscal Years from \$327,309 to \$450,580.**

The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.



**C. Exhibit A – Statement of Work**

Exhibit A – Amendment #5, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

**D. Exhibit B – Budget**

Exhibit B – Amendment #5, which is attached and incorporated by this Amendment, shall be added to Exhibit B of the Original Contract.

**E. Exhibit D – Additional Provisions**

Exhibit D – Amendment #5, which is attached and incorporated by this Amendment, shall replace Exhibit D- Amendment #4 of the Original Contract.

**F. Exhibit E – Supplemental Provisions for Federal Awards**

Exhibit E – Amendment #5, which is attached and incorporated by this Amendment, shall be added to Exhibit E of the Original Contract.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

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



**STATEMENT OF WORK (SOW)  
COLORADO FATHERHOOD PROGRAM (CFP)**

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

September 30, 2023 – September 29, 2024



## INTRODUCTION/BACKGROUND

The Colorado Department of Early Childhood (CDEC) was recently awarded a \$7.5 million award from the U.S. Department of Health and Human Services as part of the Fatherhood Family-focused, Interconnected, Resilient and Essentials grant (FIRE) grant. The grant shall move to the new Colorado Department of Early Childhood (CDEC) on July 1, 2023. Grant funding shall support up to seven sites throughout Colorado to act as local hubs for fatherhood services. Program sites shall receive extensive training on CFP model and associated training to support local implementation. Fathers participating in the program shall receive family-centered comprehensive case management and connections to community-based services and supports in the key areas of healthy relationships, responsible parenting, economic stability and build social capital in the context of a Strengthening Families approach.

Prowers County Department of Human Services has worked for 10 years to lift the voices of fathers through several pilot programs and initiatives. This began in 2009 with a fatherhood initiative that comprised parenting classes and support for fathers. This included a partnership with the Center on Fathering and we also launched a Watch D.O.G.S. (Dads of Great Students) program within our schools aimed at increasing a father's participation in their children's education by placing fathers within the schools and on the playgrounds to supervise and interact with children.

We entered into discussions with the University of Denver and Mathematic Policy and Research Institute in 2018 related to an upcoming opportunity to engage fathers. Prowers County DHS was ultimately invited to participate in the Engaging Fathers and Paternal Relatives in the Child Welfare System pilot. Being one of two Colorado counties participating and the only rural county within the cohort, we brought a unique perspective on how fathers could be better engaged and served in rural communities. We engaged our judicial system early in this project and were successful in recruiting the 15<sup>th</sup> Judicial District Guardian ad Litem to participate on our implementation team. Through this project, we focused on expanding our fatherhood services more broadly into the community and worked to engage strategic partners to help us shift the culture in our community to be more supportive of fathers and the critically important role they play in their children's lives.

It is important to note that promoting and supporting fathers from a 2GEN perspective is a focus for our child welfare staff, economic security staff, early childhood staff, and child support services staff, and within this work, we have strategically engaged key partners in our community to help spread this message.

## SCOPE OF WORK

Prowers County Department of Human Services expects to accomplish the outlined program goals as listed in the RFP which include:

- Strengthen fathers' well-being and prevent child maltreatment through wrap-around services, including comprehensive case management and connections to community-based services and supports that increase healthy relationships, economic security, and parenting competence, and;
- To build capacity of Prowers County DHS and our key partners to more effectively serve fathers and to improve the well-being of children by increasing the proportion of children growing up with involved, responsible and committed fathers.





## PERIOD OF PERFORMANCE

The performance period for this project is 9/30/2023 – 9/29/2024

Disclaimer: Any dates in the statement of work or other exhibits that extend beyond the Contract Expiration Date are for planning and informational purposes only, and do not formally extend the Contract Expiration Date.

## WORK PLAN

Work Plan	
OUTCOMES, BENCHMARKS, AND MILESTONES	
<p><b>Outcome statement:</b> The well-being of fathers shall be strengthened through wrap-around services, including comprehensive case management and connections to community-based services and supports that increase healthy relationships, economic security, and parenting competence in an effort to prevent child maltreatment.</p> <p>Prowers County DHS shall build capacity and partnerships to more effectively serve fathers to improve the well-being of children by increasing the proportion of children growing up with involved, responsible, and committed fathers.</p> <p>Prowers County Department of Human Services shall provide specialized outreach to fathers with children receiving Medicaid, single parent fathers, noncustodial fathers, military veteran fathers, fathers without a high school diploma, fathers participating in Head Start, fathers re-entering after incarceration, fathers with a history of involvement in the foster care system, child support system, facing the challenges of parenting and unemployed fathers.</p> <p>Data collected from the Fatherhood Satisfaction Survey shall be used to improve ongoing programming and assist to identify needed changes or adjustments.</p>	<p>Fathers involved in this program shall demonstrate greater knowledge on 3 of 5 parenting and child development protective factor items from baseline to follow-up.</p> <p>From baseline to follow-up, the percentage of fathers who indicated a safe, stable, or thriving situation shall increase on the majority of CFSA (Colorado Family Support Assessment) 2.0 domains.</p> <p>75% of fathers participating in the CFP (Colorado Fatherhood Program) shall have an increased score (from baseline to follow up) in the financial health survey from baseline to follow-up.</p> <p>75% of fathers completing the CFP shall demonstrate overall satisfaction in the program and would recommend participation of other fathers.</p> <p>100% of fathers rating high for engaging in domestic abuse on the Domestic Violence Tool shall be referred to local service providers.</p> <p>Two father mentors shall be retained for Prowers County.</p> <p>An Implementation Team comprised of 10 key community stakeholder agencies shall continue to meet each quarter.</p> <p>56 unduplicated fathers shall be enrolled by the end of the grant year (September 30, 2023 through September 29, 2024). Unduplicated enrolled father means a father who has not completed the program services. Fathers may only complete the program officially once.</p>

## Exhibit A – Amendment #5



Key Activity A: Provide robust, comprehensive coordinated case management services to vulnerable fathers.				
Tasks	Time Period	Deliverable	Measurement	Budget Category
A.1 Continue the work on our local implementation team to support site in model on fatherhood engagement strategies and to provide local support. Identify fathers who may be interested in enrolling in the Colorado Fatherhood Program	Ongoing September 30, 2023 – September 29, 2024	Identify and outreach community programming/partners that ensures achievement of 56 unduplicated enrollment of fathers via in person, phone, mail or other strategies identified by local implementation support mail to attempt to engage them Program.	Document outreach and engagement attempts to recruit fathers to participate. Group recruitment strategies shall be documented in Continuous Quality Improvement documents as requested by CDEC.	Personnel Services Contracts/Consultants
A.2 Fathers shall voluntarily enroll in the CFP program demonstrated by completing pre-instrumentation tools Intake, CFSA 2.0, Goal Setting Worksheet, and Domestic Violence Screening.	Ongoing September 30, 2023 – September 29, 2024	A minimum of 56 unduplicated fathers shall enroll in CFP services.	100% of fathers who agree to participate in CFP shall complete the Intake, CFSA 2.0, Goal Setting Worksheet, and Domestic Violence Screening Questions.	Personnel Services Contracts/Consultants
A.3 Conduct timely follow-ups with all individuals who complete the CFSA 2.0, in order to track progress toward goals.	Ongoing September 30, 2023 – September 29, 2024	Complete an in-person follow-up for 100% of individuals who complete a CFSA 2.0, within 31-90 days of the CFSA, and every 31-90 days thereafter as needed.	All follow-ups shall be entered in Salesforce data system including activities and CFSA 2.0	Personnel Services
A.4 Resources provided to assist the family in achieving identified goals.	Ongoing September 30, 2023 – September 29, 2024	Fatherhood advocate shall discuss goals and identify with the family resources needed to support goal attainment.	100% of resource referrals shall be documented in nFORM system within 48 business hours of completion. This includes internal and external referrals.	Personnel Services Supplies and Operating
A.5 Strengthening Families Protective Factors are integrated throughout all CFP services offered.	Ongoing September 30, 2023 – September 29, 2024	All CFP Fatherhood advocates shall complete Protective Factors Training.	CFP Fatherhood advocate shall receive a Strengthening Families Protective Factors certificate of completion that shall be maintained in employee personnel file.	Personnel Services Training and Technical Assistance
A.6 Enrolled fathers shall complete the suite of services.	Ongoing for the entire grant period.	60% of enrolled fathers shall complete the full program and suite of services.	Data entry into nFORM and Salesforce and recruitment and referral forms submitted to the evaluation.	Personnel Services





## Exhibit A – Amendment #5

Key Activity B: Engage fathers in program components including healthy marriage, positive parenting, economic well-being and peer leadership.				
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible
B.1 Identify fathers who may benefit from resource connection to healthy marriage activities	Ongoing September 30, 2023 – September 29, 2024	Staff member(s) shall administer the Domestic Violence Screening tool with 100% of fathers.  Staff members shall provide connection to resources such as referrals and resources to counseling, mentoring and mediation programs to 100% of enrolled fathers, as needed.	Entered in nFORM.	Fatherhood Advocate Child Support Services Staff, Child Welfare Staff, Colorado Works Staff, Child Care Assistance Program Staff, The Cornerstone Resource Center Staff, Collaborative Management Program participants
B.2 Fatherhood advocate shall work with fathers around financial well-being.	Ongoing September 30, 2023 – September 29, 2024	Staff member(s) shall identify fathers who may benefit from economic well-being resources and activities. Implement financial well-being to fathers through resources provided under Financial Health Institute's Financial Health Integrated Learning program subscription and provide fathers with financial health education.	Entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor
B.3 Contribute to the evaluation of the NDAP pilot and help the department determine adjustments to NDAP.	Ongoing for the entire grant period.	Take part in meetings with department and evaluation staff to provide feedback on adjusting NDAP.	Attendance of staff at required meetings.	Fatherhood Advocate
B.4 Identify and engage fathers in the NDAP curriculum or revised version of the curriculum.	Ongoing September 30, 2023 – September 29, 2024	Staff member(s) shall facilitate the fatherhood curriculum course.	Entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor
				Personnel Services, Supplies & Operating, Training and Technical Assistance



**COLORADO**  
Department of Early Childhood

Exhibit A – Amendment #5

Key Activity B: Engage fathers in program components including healthy marriage, positive parenting, economic well-being and peer leadership.				
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible
B.5 Fatherhood advocate shall assess fathers' support needed related to workforce development needs.	Ongoing September 30, 2023 – September 29, 2024	Fatherhood Advocate shall include linking participants to workforce centers and training programs. FA shall provide fathers with referrals and conduct follow-up to assist participants in accessing career counseling, assessments, job search/employment programs, and training. At least 50% of fathers shall be referred to career-related services.	Entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor
B.6 Fatherhood advocate shall assess fathers' support needed related to child support services.	Ongoing September 30, 2023 – September 29, 2024	Fatherhood Advocate shall provide fathers with information related to understanding and negotiating the child support enforcement system	Entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor, Child Support Services Staff, CO-PEP Staff
B.7 Fatherhood advocate shall engage fathers who have successfully completed the CFP to participate in leadership and peer networking opportunities.	Ongoing September 30, 2023 – September 29, 2024	When appropriate refer fathers who have to completed the suite of services at a Fatherhood site to participate the CFP Steering Committee that can serve as motivation.	Referral to CFP Project Manager and entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor
B.8 Recruit 2 Father Mentors to participate in NDAP and/or attend Circle of Parents and/or Circle of Fathers meetings to support father.	Ongoing September 30, 2023 – September 29, 2024	Documented attendance of the father mentors at the meetings or facilitated contract services.	Documented attendance and notation of participation in nForm.	Fatherhood Advocate Child Support Services Staff, Child Welfare Staff, Colorado Works Staff, Child Care Assistance Program Staff, The Cornerstone Resource Center Staff, Collaborative Management Program participants
				Personnel Services, Supplies & Operating, Training and Technical Assistance
				Personnel Services, Supplies & Operating, Training and Technical Assistance
				Personnel Services, Supplies & Operating, Training and Technical Assistance
				Personnel Services, Supplies & Operating, Training and Technical Assistance



**COLORADO**  
Department of Early Childhood

Exhibit A – Amendment #5

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
B.9 Engage enrolled fathers in at least 8 service contact hours.	Ongoing for the entire grant period.	At least 60% of enrolled fathers shall be served by at least 8 contact service hours by staff or referral services staff. Contacts include but are not limited to parenting, housing/rent assistance, legal assistance, employment resources, financial counseling, other education, and childcare assistance.	Data shall be entered in a timely manner into nFORM and, upon request, reported to department staff.	Fatherhood Advocate	Personnel Services,
B.10 Provide social capital building activities to build a family strengthening network and community of support.	Ongoing for the entire grant period.	Offer at least 8 social capital building events/activities during the grant period. Activities include but are not limited to movie nights, meals before classes, game nights, karaoke, and sports games.	Participation shall be tracked using attendance logs and nFORM as appropriate.	Fatherhood Advocate	Personnel Services
B.10 Refer enrolled fathers to services.	Ongoing for the entire grant period.	Refer enrolled fathers to at least 3 services. 60% of enrolled fathers shall receive at least 3 referrals. At least 50% of fathers shall be referred to career-related services.	Entered in nFORM.	Fatherhood advocate	Personnel Services
B.11 Circle of Fathers.	Ongoing.	Coordinate a Circle of Fathers group with Illuminate Colorado and refer fathers who are enrolled, who are potential enrollees, or who have completed the Colorado Fatherhood Program.	Establish and follow MOU with Illuminate Colorado.	Fatherhood staff	Personnel Services
<b>Key Activity C: Engage in continuous quality improvement processes to ensure quality practice.</b>					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
C.1 Attend relevant professional development opportunities, offered through CFP and/or other local capacity-building organizations.	Ongoing September 30, 2023 – September 29, 2024	Staff member(s) administering CFP services shall participate in all required trainings as outlined in the RFP.	All professional development trainings and/or peer-networking opportunities attended shall be reported to CDEC upon request.	Fatherhood Advocate, Special Programs Supervisor	Personnel Services, Supplies & Operating, Training and Technical Assistance
C.2 Fatherhood advocate shall increase knowledge of financial well-being for families.	Ongoing September 30, 2023 – September 29, 2024	All Fatherhood advocates shall complete training on Frameworks in Financial Health learning curriculum provided by Financial Health Institute.	Fatherhood advocate shall receive certificate of completion.	Fatherhood Advocate	Personnel Services Supplies and Operating Expenses



**COLORADO**  
Department of Early Childhood

Exhibit A – Amendment #5

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
C.3 Track mid- and long-term outcomes of individuals receiving comprehensive case management services	Ongoing September 30, 2023 – September 29, 2024	After six months and one year, conduct a follow up phone call with 100% of individuals who completed a CFSA 2.0 during the grant period, noting progress toward stability in family well-being indicators and around family goals.	Follow-ups and information gleaned from them shall be recorded in Salesforce.	Fatherhood Advocate, Special Programs Supervisor	Personnel Services
C.4 Monitor program participation with CFP site services.	Ongoing September 30, 2023 – September 29, 2024	Administer Entrance and Characteristic Surveys with 100% of enrolled fathers, and the Exit Survey with 100% of fathers who complete all the program.	Results from surveys shall be entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor	Personnel Services
C.5 Invoices	Ongoing September 30, 2023 – September 29, 2024	Invoices submitted on a monthly basis to CDEC.	Contractor shall submit all invoices by the 20th day of each month. Final billing must be submitted by the July 3rd.	Business Office & Accountant	Personnel Services & Contractors
C.6 Submit programmatic progress reports to CDEC and enter required data into the nFORM system.	Ongoing September 30, 2023 – September 29, 2024	Reports and data shall be submitted to CDEC and nFORM in a timely fashion and include all requested information.	Reports shall be submitted and data entered in a timely fashion and include all requested information.	Fatherhood Advocate, Special Programs Supervisor	Personnel Services
C.7 In delivery of the service model there are several required trainings that must be completed prior to serving fathers.	Ongoing September 30, 2023 – September 29, 2024	Staff shall complete all required training. This <i>includes but may not be limited to</i> training in the fatherhood program curriculum, nFORM data system, CFSA 2.0, Financial Health, Domestic Violence, Protective Factors, Case Management, and Salesforce. Contractors and mentors may not need to complete all trainings and shall be evaluated on a case by case basis, as needed.	All training shall be completed and, upon request, be reported to CDEC.	Fatherhood Advocate, Special Programs Supervisor, Father Mentors	Personnel Services, Supplies & Operating, Training and Technical Assistance



## Exhibit A – Amendment #5



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
C.8 Evaluation of the CFP.	Ongoing September 30, 2023 – September 29, 2024	Fatherhood sites are required to collaborate with the state evaluator on evaluation metrics including referring fathers to the evaluation, data collection, CQL, and any requirements set forth by the co-principal investigators.	Fatherhood site shall ensure appointments with evaluation team are kept or rescheduled if needed. All implementation and evaluation guidance shall be implemented as needed. 50% of all enrolled fathers shall be referred to the evaluation. 100% of enrolled fathers who complete the program shall be referred to the evaluation.	Fatherhood Advocate, Special Programs Supervisor, DHS Director	Personnel Services, Travel, Training and Technical Assistance
C.9 Fatherhood Social Media Campaign (one in April, one in June).	Ongoing September 30, 2023 – September 29, 2024	Videos shall be uploaded and shared among social media sites to promote responsible fatherhood.	Videos shall be collected from the community. Agency partners shall also share videos on their social media.	Fatherhood Advocate, DHS agency staff, Special Programs Supervisor, DHS Director	Personnel Services
C.9 Attend required meetings.	Ongoing. September 30, 2023 to September 29, 2024.	Site staff shall attend any required CDEC meetings including but not limited to monthly whole-group meetings, community of proactive monthly meetings, and conferences.	Attendance reported to CDEC upon request.	Fatherhood program staff	Personnel
C.10 Incentive Policy.	Ongoing. September 30, 2023 to September 29, 2024.	Site must have an incentive policy established and have a plan in place to distribute incentives to enrolled fathers to maximize program completion.	Report policy and plan to CDEC upon request.	Fatherhood program staff	Personnel

**SCHEDULE/MILESTONES:**

- Father Advocate shall be retained throughout FFY 2023-2024.
- All required trainings shall be completed as required by full-time, professional staff.
- Continue to hold Implementation Team meetings with key partners on a quarterly basis.
- Continue to market program throughout year and engage 2 community stakeholders to market the program as well.
- Utilize the Prowers County Jail and Advantage Treatment Center for residents over the FFY 2023-2024 while enrolling individuals



on a voluntary basis only.

- Retain fathers in CFP throughout 2023-2024 FFY.
- By September 30, 2024, CFP staff have linked at least 50% of participants to career-related development.
- By September 30, 2024, the CFP staff have provided 100% of enrolled fathers with information related to understanding and negotiating the child support services system.
- By September 30, 2024, the CFP staff have provided at least 8 contact service hours to 60% of enrolled fathers.
- By September 29, 2024, the CFP staff have provided at least 3 referrals to 60% of enrolled fathers.
- By September 30, 2024, 60% of enrolled fathers shall complete the full program and suite of services.

## PERFORMANCE TARGETS

If Contractor fails to meet any one of the performance targets in this Contract and as specifically identified below, Contractor shall be in breach as defined in section 13 entitled "Breach."

1. Contractor shall ensure that at least 56 fathers enroll in Colorado Fatherhood Program services and complete all assessment tools.
2. Contractor shall ensure, at minimum, 100% of fathers complete a baseline CFSA 2.0 with an 70% post-comparison match.
3. Contractor shall ensure, at minimum, 90% of fathers complete a Domestic Violence Screening Tool.
4. Contractor shall ensure 90% of fathers shall complete the family goal setting worksheet and work towards attainment of a minimum of 1 goal.
5. Contractor shall submit all invoices by the 20th day of each month.
6. Contractor shall ensure all Colorado Fatherhood Program training is completed by permanent staff prior to service delivery.

## ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Colorado Department of Early Childhood (CDEC), Fatherhood 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 FSS Staff, in writing, advising what tasks must still be accomplished.



# Colorado Department of Early Childhood BUDGET WITH JUSTIFICATION FORM

<b>Contractor Name</b>	Prowers County Department of Human Services	<b>Program Contact Name, Title</b>	Lanie Meyers-Mireles
<b>Budget Period</b>	9/30/23-9/29/24	<b>Phone</b>	719-336-7486 x 127
<b>Project Name</b>	Colorado Fatherhood Program (CFP)	<b>Email</b>	dhsdirector@prowerscounty.net
		<b>Fiscal Contact Name, Title</b>	Lisa Farmer
		<b>Phone</b>	719-688-3696
		<b>Email</b>	lmccullough@prowerscounty.net

Expenditure Categories					
Personnel Services - Salaried Employees					9/30/23-9/29/24
Position Title	Description of Work and Fringe Benefits Include: Fringe includes health, life, vision, unemployment ins, workers comp, CO-PERA contribution and other expenses as deemed appropriate	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDEC
Fatherhood Advocate/Home Visitor	Administer all aspects of the Fatherhood program and other tasks as deemed appropriate by supervisor. Fringe includes health, life, vision, unemployment ins, workers comp, CO-PERA contribution and other expenses as deemed appropriate	\$45,000	\$13,220	100.00%	\$58,220
Special Programs Supervisor/Fatherhood Supervisor	Provide supervision and oversight of the Fatherhood program and other tasks as deemed appropriate by supervisor. Fringe includes: health insurance, life insurance, vision, CO-PERA retirement contribution and other expenses as deemed appropriate.	\$74,988	\$17,309	20.00%	\$18,459
Business Office Manager	Business office and accounting services. Fringe includes: health insurance, life insurance, vision, and CO-PERA retirement contribution.	\$66,924	\$16,289	7.00%	\$5,825
Total Personnel Services (including fringe benefits)					\$82,504
Contractors/Consultants (payments to third parties or entities)					9/30/23-9/29/24
Name	Description of Item	Total Amount Requested from CDEC			
CFO	Accounting contractor. Will prepare and submit monthly invoices to CDEC.	\$2,400			
Total Contractors/Consultants					\$2,400
Travel					9/30/23-9/29/24
Item	Description of Item	Total Amount Requested from CDEC			
Mileage and travel	Mileage, per diem for case management, meetings, conferences, trainings, lodging, airfare, etc.	\$2,730			
Total Travel					\$2,730

Supplies & Operating Expenses		9/30/23-9/29/24
Item	Description of Item	Total Amount Requested from CDEC
FHI Subscription	Financial Health Subscription	\$2,495
Meetings/Mentors	Facilitator for and coordination of classes, mentors, meeting needs	\$9,000
Incentives	Incentives, social activities, program supports	\$5,775
Child Care	Child care	\$1,000
Food	Meals and snacks for meetings and activities	\$3,992
Transportation	Transportation, gas expenses, travel needs	\$1,500
Books	Books/Journals	\$800
Materials and Supplies	Marketing, Materials, and Supplies (workbooks, pens, paper, copies, etc.)	\$4,900
Cell Phone	Cell phone, cell service, wifi, hot spot	\$2,400
Subtotal		\$31,862
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)		
	No costs in this category shall be reimbursed by CDEC.	\$0
Subtotal Items removed from MTDC		\$0
Total Supplies & Operating Expenses		\$31,862
Training and Technical Assistance		9/30/23-9/29/24
Item	Description of Item	Total Amount Requested from CDEC
Conference Registration	Child Support Conference Registration and/or other pertinent conferences	\$250
Conferences	Grantee Orientation, Biennial Conference, Strengthening Families Conference and other pertinent conferences	\$3,000
Training	CPSA 2.0 Training, NDAP, Circle of Parent, Protective Factors or Other Relevant Training	\$525
Total Training and Technical Assistance		\$3,775
TOTAL DIRECT COSTS		\$123,271
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$123,271
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.		
Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]		9/30/23-9/29/24
Item	Description of Item	Total Amount Requested from CDEC
	No costs in this category shall be reimbursed by CDEC.	\$0
Total Indirect		\$0
TOTAL		\$123,271

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





## Exhibit D -Amendment #5

### 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](mailto: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.



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- 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 Department 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>.



## Exhibit D -Amendment #5

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. SUBRECIPIENT

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: <https://forms.gle/QTXGEabvipymdsfd8> upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

### 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.



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- 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.



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### EXHIBIT E-Amendment #5 - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract 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 Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, 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.

#### 1) Federal Award Identification

- i. Subrecipient: **Prowers County Department of Human Services;**
- ii. Subrecipient Unique Entity Identifier (UEI) number: **Y8C4HSXY95M6;**
- iii. The Federal Award Identification Number (FAIN) is **90ZJ0036**
- iv. The Federal award date **09/07/2021;**
- v. The subaward period of performance start date is **09/30/2020** and end date is **09/29/2025;**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
<b>09/30/2023</b>	<b>09/30/2023-09/29/2024-</b>	<b>09/30/2023-09/29/2024-</b>	<b>09/30/2023-09/29/2024-</b>
<b>09/29/2024</b>	<b>\$123,271</b>	<b>\$123,271</b>	<b>\$123,271</b>

- vii. Federal award project description: **Colorado Fatherhood FIRE Grant;**
- viii. The name of the Federal awarding agency is **Department of Health and Human Services Administration for Children and Families: The Office of Family Assistance;** the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Kendra Dunn;** Division Director; Division of Community and Family Support; **kendra.dunn@state.co.us**
- ix. The Catalog of Federal Domestic Assistance (CFDA) number is **93.086 – Healthy Marriage and Responsible Fatherhood, name is Colorado Fatherhood Program,** and dollar amount is **\$1,495,808;**
- x. This award is **not** for research & development;
- xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.

- 2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions and Exhibit A – Statement of Work, and Exhibit D – Additional Provisions.**

- 3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions and Exhibit A – Statement of Work, and Exhibit D – Additional Provisions.**
- 4) Subrecipient's approved indirect cost rate is **0%**
- 5) Subrecipient must permit CDEC and auditors to have access to Subrecipient's records and financial statements as necessary for CDEC to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions and Exhibit A – Statement of Work, and Exhibit D – Additional Provisions.**
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

#### 8) Matching Funds

If a box below is checked, the accompanying provision applies.

- i. ☒ Subrecipient is not required to provide matching funds.
- ii. ☐ Subrecipient shall provide matching funds as stated in **insert reference to exhibit that contains match information.** Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDEC regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDEC that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

#### 1. DEFINITIONS.

- 1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 1.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
    - 1.1.1.1.1. Awards may be in the form of:
      - 1.1.1.1.2. Grants;
      - 1.1.1.1.3. Contracts;
      - 1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
      - 1.1.1.1.5. Loans;
      - 1.1.1.1.6. Loan Guarantees;
      - 1.1.1.1.7. Subsidies;
      - 1.1.1.1.8. Insurance;



- 1.1.1.1.9. Food commodities;
- 1.1.1.1.10. Direct appropriations;
- 1.1.1.1.11. Assessed and voluntary contributions; and
- 1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 1.1.1.2. Award **does not** include:
  - 1.1.1.2.1. Technical assistance, which provides services in lieu of money;
  - 1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
  - 1.1.1.2.3. Any award classified for security purposes; or
  - 1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.2. "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.
- 1.1.5. "Entity" means:
  - 1.1.5.1. If the source of funding is a Grant:
    - 1.1.5.1.1. a Non-Federal Entity;
    - 1.1.5.1.2. a foreign public entity;
    - 1.1.5.1.3. a foreign organization;
    - 1.1.5.1.4. a non-profit organization;
    - 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
    - 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
    - 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
    - 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).
  - 1.1.5.2. If the source of funding is not a Grant:
    - 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
    - 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
    - 1.1.5.3. a foreign public entity;
    - 1.1.5.4. a domestic or foreign non-profit organization;
    - 1.1.5.5. a domestic or foreign for-profit organization; and

- 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “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.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
  - 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 1.1.13.2. Is not organized primarily for profit; and
  - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “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 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “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 “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.



- 1.1.20. "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>.
- 1.1.21. "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), as applicable) and includes the following:
  - 1.1.21.1. Salary and bonus;
  - 1.1.21.2. 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;
  - 1.1.21.3. 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;
  - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
  - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.24. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

## **2. COMPLIANCE.**

- 2.1. Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

## **3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.**

- 3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

- 3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall update Contractor's/Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

#### **4. TOTAL COMPENSATION.**

- 4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 4.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and
  - 4.1.2. In the preceding fiscal year, Contractor/Grantee received:
    - 4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 4.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
    - 4.1.2.3. 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.

#### **5. REPORTING.**

- 5.1. If Contractor/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 Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

#### **6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.**

- 6.1. If the source of funding is a Grant, 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.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

#### **7. SUBRECIPIENT REPORTING REQUIREMENTS.**

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.1.1. 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:

7.1.1.1. Subrecipient DUNS Number;

7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;

7.1.1.3. Subrecipient parent's organization DUNS Number;

7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;

7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:

7.1.2.1. Subrecipient's DUNS Number as registered in SAM.

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

## **8. PROCUREMENT STANDARDS.**

8.1. 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.

8.2. If the source of funding is a Grant: 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.

8.3. 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.

## **9. ACCESS TO RECORDS.**

9.1. A Subrecipient shall permit Recipient/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 200.311-200.332 (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.

## **10. SINGLE AUDIT REQUIREMENTS.**

- 10.1. 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.
  - 10.1.1. 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.
  - 10.1.2. 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.
  - 10.1.3. 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.

## **11. CONTRACT/GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.**

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/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 Contract/Grant.
  - 11.1.1. [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.
  - 11.1.2. [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).
  - 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" 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,"/"funding Contract", 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.

- 11.1.4. 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 awardee(s) 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).
- 11.1.5. 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 the System for Award Management (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.
- 11.1.6. 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.
- 11.1.7. 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.
- 11.1.8. 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.

## **12. CERTIFICATIONS.**

- 12.1. Unless prohibited by Federal statutes or regulations, Recipient/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.

## **13. EXEMPTIONS.**

- 13.1. 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.
- 13.2. A Contractor/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.

## **14. EVENT OF DEFAULT AND TERMINATION.**

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/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 Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

- 14.2.1. 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;
- 14.2.2. 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;
- 14.2.3. 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;
- 14.2.4. 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
- 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** September 12, 2023

**Submitter:** Meagan Hillman, PCPHE Director

**Submitted to the County Administration Office on:** 08/28/2023

**Return Originals to:** Meagan Hillman PCPHE Director

**Number of originals to return to Submitter:** 1

**Contract Due Date:** Deadline 09/15/2023

**Item Title/Recommended Board Action:**

Consider approval of Case Management Retention Phase 3 Grant Application for OLTC Retention Payments, in the amount of \$1000 per OLTC Staff Members and authorizing Meagan Hillman, Public Health Director to execute the document electronically.

**Justification or Background:** This is funding from HCPF for retention project of \$1000.00/Case Manager, Case Manager Supervisor and Case Manager Assistant. These are coming out each quarter. I attached the recent memo because the turn around is too tight to await the google form.

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

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**



## INFORMATIONAL MEMO

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<b>Title:</b> Case Manager Retention Payments and Bonus Case Management Redesign	<b>Topic:</b> Case Manager Retention Payments and Bonus Phase 3 Grant
<b>Audience:</b> Colorado Home and Community Base Service (HCBS) Case Management Agencies (CMA)	<b>Sub-Topic:</b> Case Manager Retention Payments and Bonus Phase 3 Grant Application and Process
<b>Supersedes Number:</b> HCPF IM 23-015 and HCPF IM 22-043	<b>Division:</b> Case Management and quality Performance Division
<b>Effective Date:</b> September 1, 2023	<b>Office:</b> Office of Community Living
<b>Expiration Date:</b> October 31, 2024	<b>Program Area:</b> Case Management
<b>Key Words:</b> Case Management Retention Payments, Case Management Redesign, Recruitment and Retention	
<b>Legal Authority:</b> N/A	
<b>Memo Author:</b> Nicolette Cordova	
<b>Informational Memo Number:</b> HCPF IM 23-026	
<b>Issue Date:</b> August 24, 2023	
<b>Approved By:</b> Bonnie Silva	

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HCPF Memo Series can be accessed online: <https://www.colorado.gov/hcpf/memo-series>

### Purpose and Audience:

The purpose of this Informational Memo is to inform Colorado Home and Community-Based Services (HCBS) Case Management Agencies (CMA) of the third round of the Case Management retention payment and sign on bonus grant opportunity and application processes.

### Background:

Case Management Redesign (CMRD) refers to several initiatives aimed at simplifying access to long-term services and supports, creating stability for the case management system, increasing and standardizing quality requirements, ensuring accountability, and achieving federal compliance. It was initiated in 2014, with a federal requirement for a conflict-free case management system and was further developed with input



from stakeholders to create a more simplified system. The Colorado General Assembly passed HB 21-1187 to implement this effort.

It is crucial to keep the local expertise and knowledge of Colorado Case Management (CM) staff throughout the CMRD transition process. To facilitate this, HCPF has created a retention payment grant to encourage staff to remain employed with current CMA throughout their companies' transitions.

### **Information:**

HCPF has contracted with Public Consulting Group (PCG) to manage the grant application process for additional retention payments to CMA CM staff. The first **retention payment grant** was completed April 2023. The second-round **retention payment grant** concluded on Aug. 15, 2023. This memo therefore supersedes IM 22-043 & HCPF IM 23-015. This memo outlines the instruction to receive a third **retention payment grant (for all CMAs) and sign on bonus grant (for incoming agencies only)**.

### **Case Management Retention Payment Three:**

Each CMA may submit a grant application for qualifying CMA staff beginning **Friday, Sept. 1, 2023, and ending Friday, Sept. 15, 2023**. To be eligible, staff must be performing job duties of Case Aide, Case Manager or Case Manager Supervisor at least 50% of their working hours.

For CMAs serving multiple service areas and/or holding multiple CMA contracts with HCPF, a single grant application should be submitted. **HCPF will process the applications and provide approval or denial to applying CMAs by Saturday, Sept. 30, 2023**. CMAs approved for the grant will complete a grant agreement with PCG and receive a lump sum payment from PCG in the manner in the agreement. CMAs approved for the grant must submit periodic reports to PCG using the HCPF-requested forms and/or one with the same information of the agency's choosing.

For the CMAs awarded a contract through CMRD and applying for CM sign on bonus funds (incoming CMAs), a one-page project work plan is required with the application. This should include a project timeline with an estimated number of CMs receiving a sign on bonus, payment disbursement plan, dates of payments to staff, and a short description of how your payment plan structure will encourage CMs to continue CM activities within your organization.

CMAs are responsible to pay the retention payments and sign on bonus to eligible staff within the time frames specified in their workplans.

HCPF expects these funds are used to support the retention of CM staff during this transition period. CMAs will develop an internal procedure to incentivize retention of CMs to achieve HCPF's goals through the transition of CMRD through July 2024.

It is also HCPF's expectation that the CMAs awarded the new contracts will use the sign on bonus through the 5.01 ARPA retention and sign on bonus grant to encourage new CM talent to apply as well as keep the local knowledge of CMs to provide high quality case management after CMRD completion. However, priority for this funding should be given to CM staff who are retained from the incoming or outgoing agencies and have maintained their work throughout the CMA transitions.

**Eligibility:**

Outgoing CMAs are eligible for the retention bonus amount defined below. Incoming CMAs with CMRD transitions are eligible for both the retention bonuses and the sign on bonuses. All incoming and outgoing CMAs will apply for the up-front retention bonus and/or sign-on bonus grant payments on the same application at the same time as it pertains to their eligibility.

**Retention Bonus:**

Up to \$1000 per Case Aide, Case Manager and Case Manager Supervisor who has been with the CMA for 6 months or longer. HCPF encourages agencies to pay this in the last month of their contract, depending on the CMA phase of transition, to ensure staff retention throughout the contract period. CMAs may also choose to break up their payments to staff to incentivize staff retention.

Requirements for \$1000 retention funds:

- Staff must be employed at the applying CMA for six months or longer at the time of the retention payment to be eligible.
- Staff must have completed required training and be in good standing with the applying agency's performance standards.
- CMA executive leadership must fill out the Grant Application and check each Statement of Assurance with approval from the Department to receive payment.

**Sign-on Bonus:**

Up to \$1500 per Case Aide, Case Manager and Case Manager Supervisor for sign on bonus with the CMA awarded a contract through the CMRD process (incoming agencies only). Sign-on bonuses are intended for CMA's current staff and the staff they are recruiting from outgoing agencies who are experienced in their field to continue working after the new contract start dates. Sign-on bonus dollars may also be used for staff retention and recruitment activities such as training, staff development, meals, or other such activities when or if the agency is not allowed or able to provide individual payments to staff.

Requirements for \$1500 sign on bonus funds:

- Staff must be hired by a CMA who has been awarded a new CMA contract through the CMRD.
- Staff must be hired in the role of Case Aide, Case Manager or Case Manager Supervisor.
- CMA executive leadership must fill out the Grant Application and check each Statement of Assurance with approval from the Department to receive payment.

One hundred percent of the gross funds must go to the staff receiving the retention and bonus payment whenever possible and as outlined in the workplan. The CMA is responsible for completing the proper withholding of employment taxes or other fees required with the retention payment through their payroll system. PCG will provide payment in a lump sum to approved CMAs and track their spending reports accordingly.

**Grant applications open:** Friday, Sept. 1, 2023

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Because this is a lump sum amount, all incoming and outgoing CMAs will be required to submit quarterly reports outlining use of funds between award and September 2024. Report content will be communicated by and with the contractor, PCG and will be due in the following timeframes:

- Monday, Jan. 15, 2024
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HCPF values the contributions CMA staff provide to the Home and Community-Based Services (HCBS) community and retaining their expertise throughout CMRD.

**Attachment(s):**

None

**Department Contact:**

Nicolette Cordova

[Nicolette.Cordova@state.co.us](mailto:Nicolette.Cordova@state.co.us)



## INFORMATIONAL MEMO

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**Attachment(s):**

None

**Department Contact:**

Nicolette Cordova

[Nicolette.Cordova@state.co.us](mailto:Nicolette.Cordova@state.co.us)

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 8-29-2023

**Submitter:** Michelle Hiigel, Land Use Department

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

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

**Number of originals to return to Submitter:** 2

**Contract Due Date:**

**Item Title/Recommended Board Action:**

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

**Justification or Background:**

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

**County:** \$\_\_\_\_\_

**Federal:** \$\_\_\_\_\_

**State:** \$\_\_\_\_\_

**Other:** \$\_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**



**UNDERGROUND AND UTILITY PERMIT****Page 2****BOARD OF COUNTY COMMISSIONERS  
PROWERS COUNTY, COLORADO**Permit Number 957

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

This work shall be completed within 730 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

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

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

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

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

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

By [Signature] 9-16-2023  
Road & Bridge Supervisor (Date)

By \_\_\_\_\_  
Chairman, Board of Commissioners (Date)

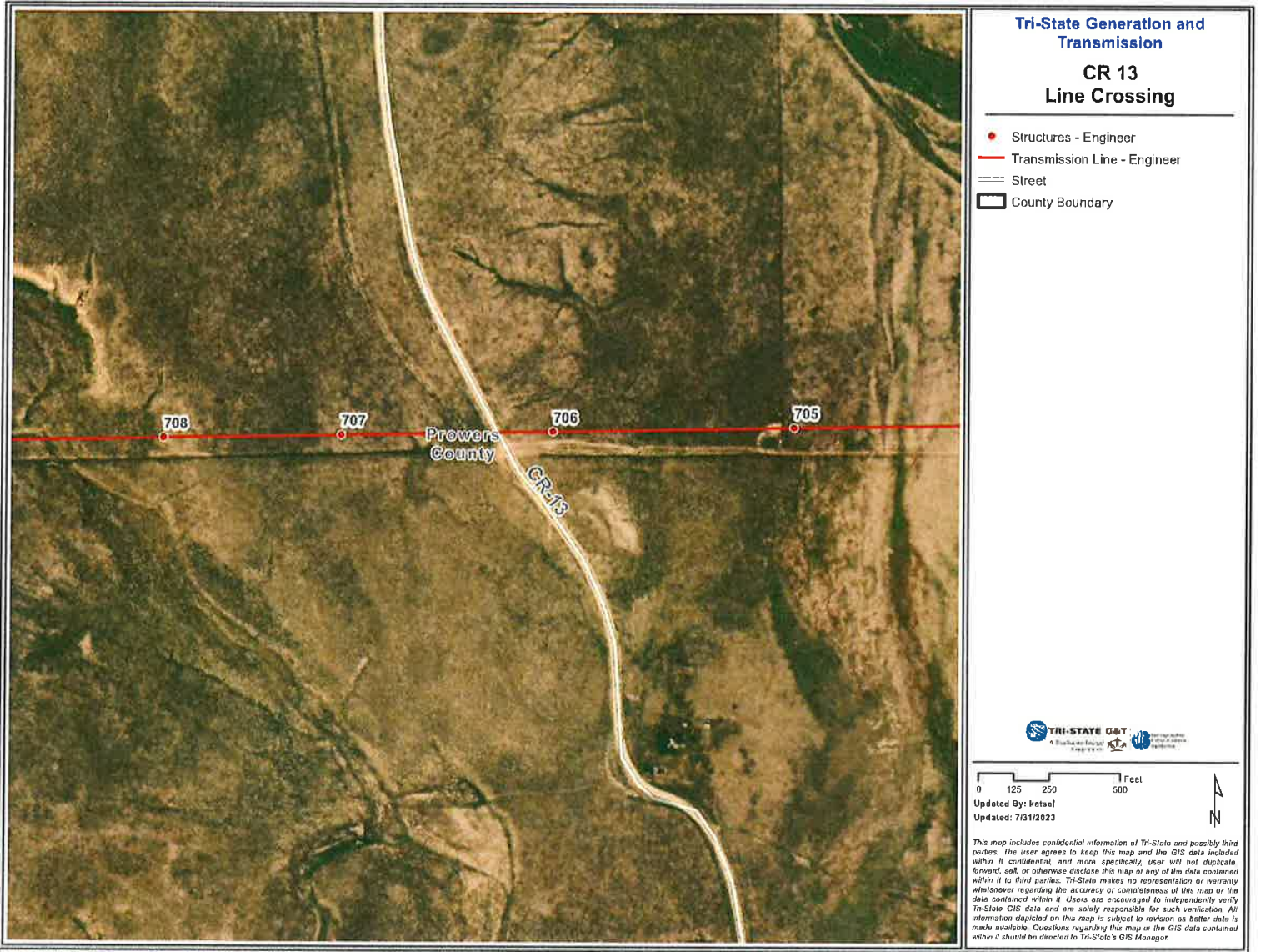
In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound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

DocuSigned by:  
[Signature]

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

DATE: 8/30/2023

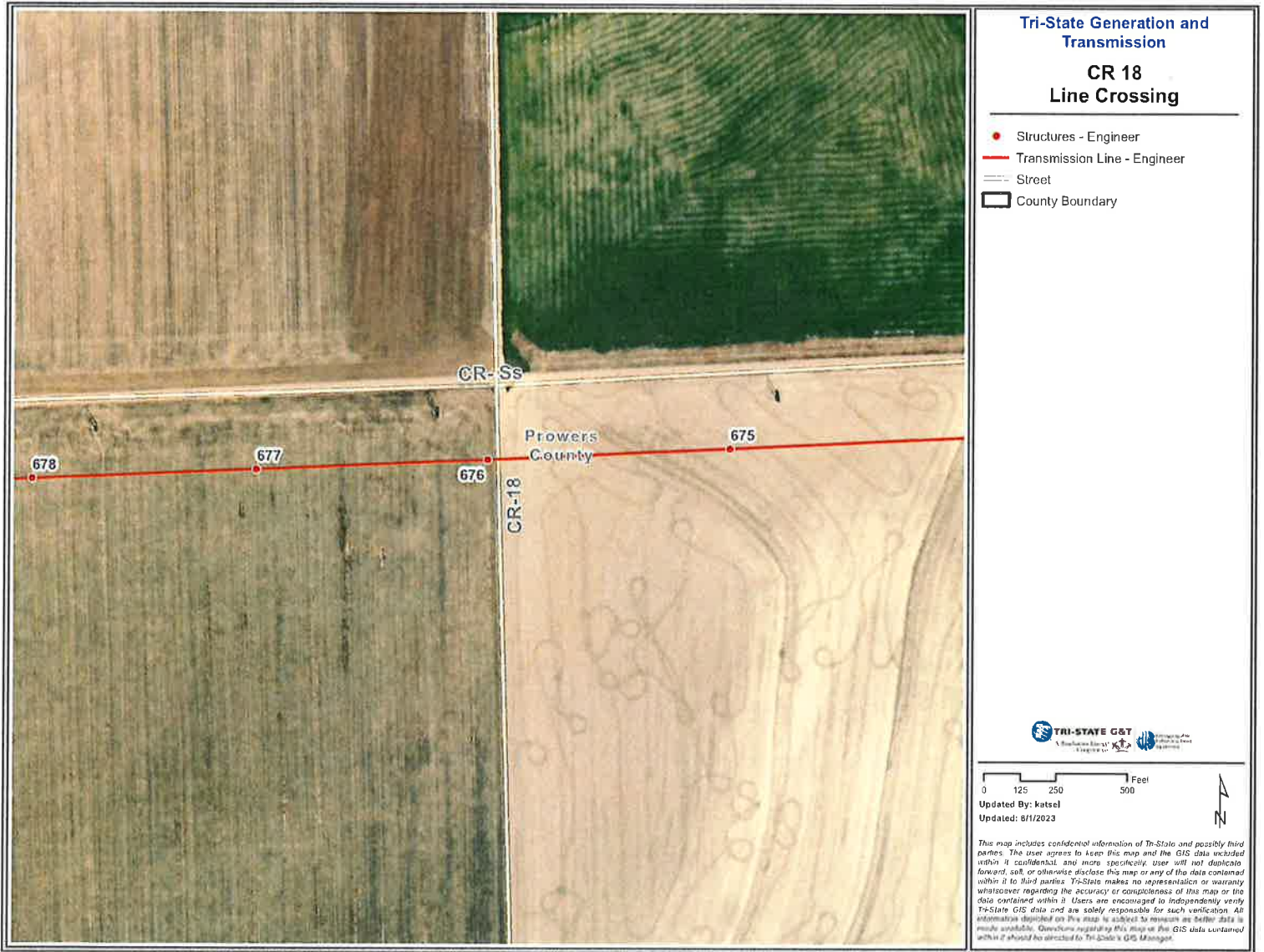
\*\*\*\*\*  
**Please attach a work sketch of proposed installation.**



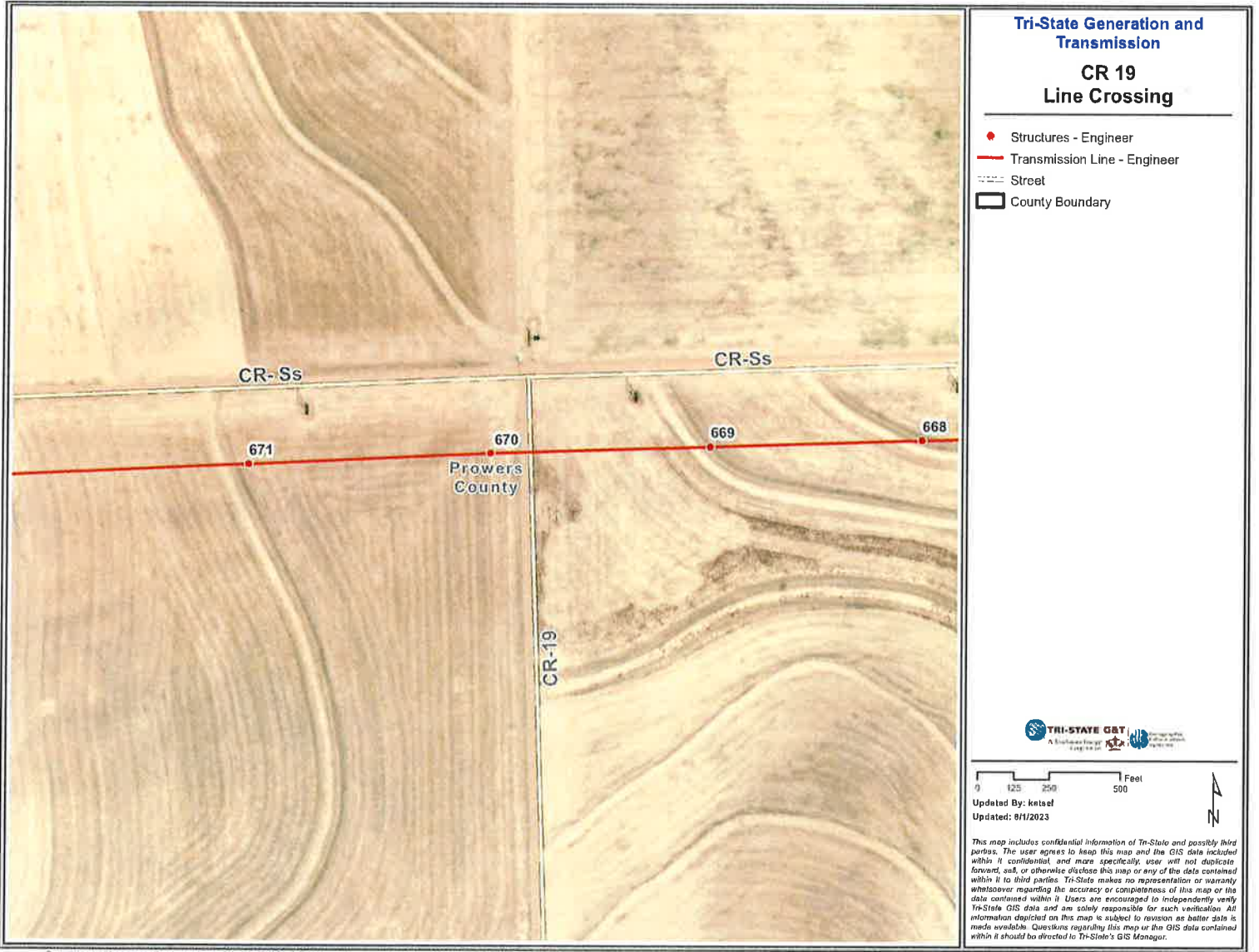
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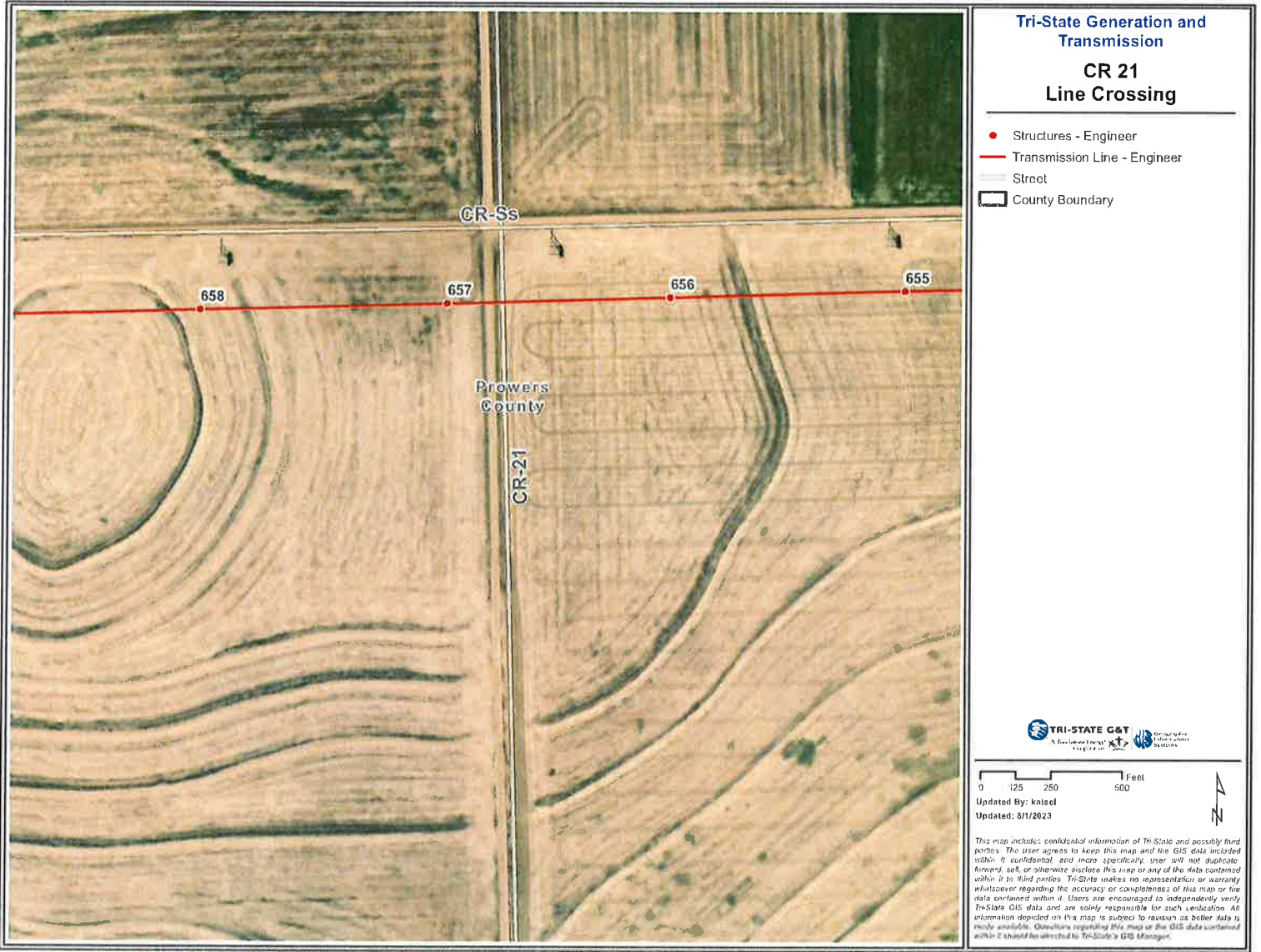








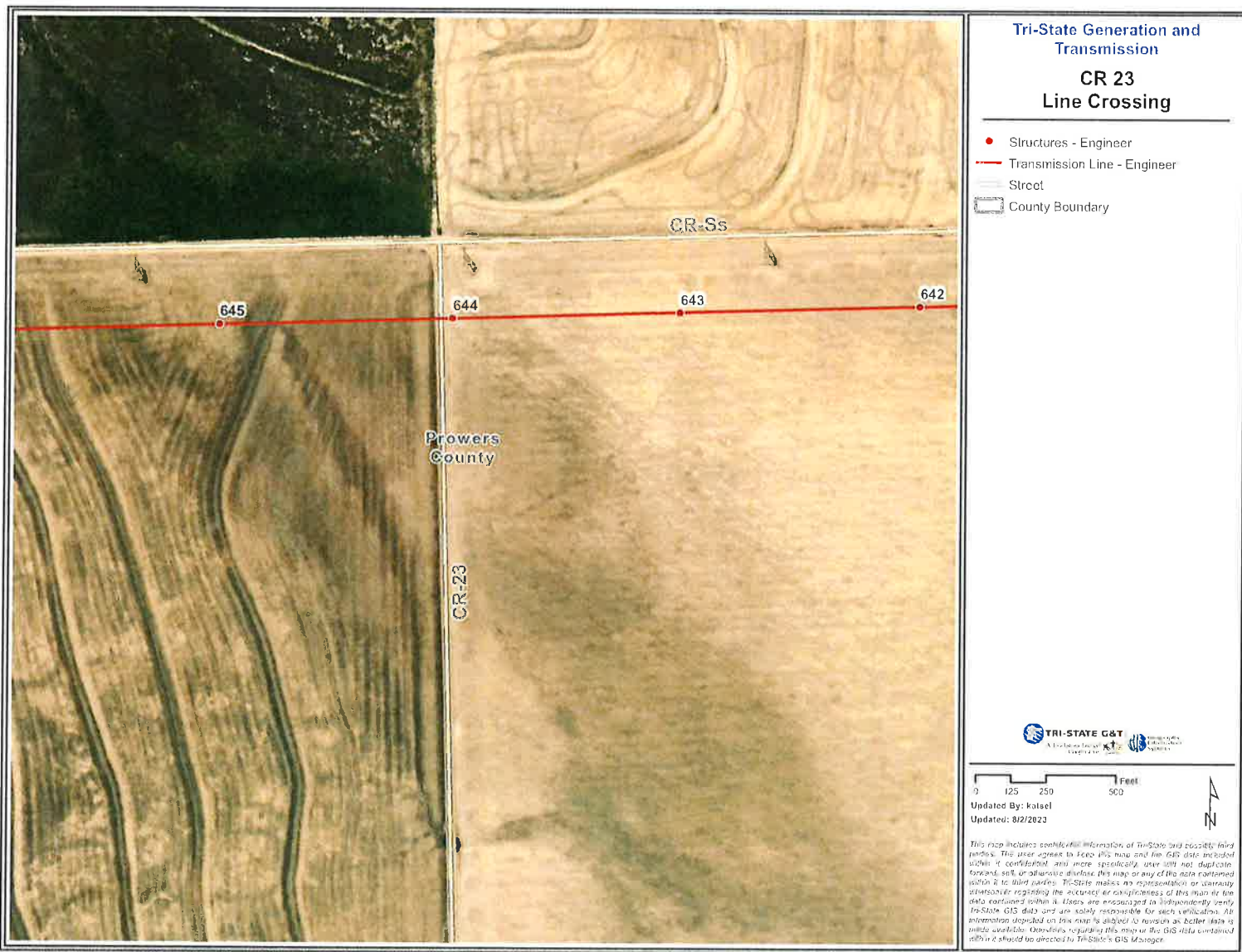




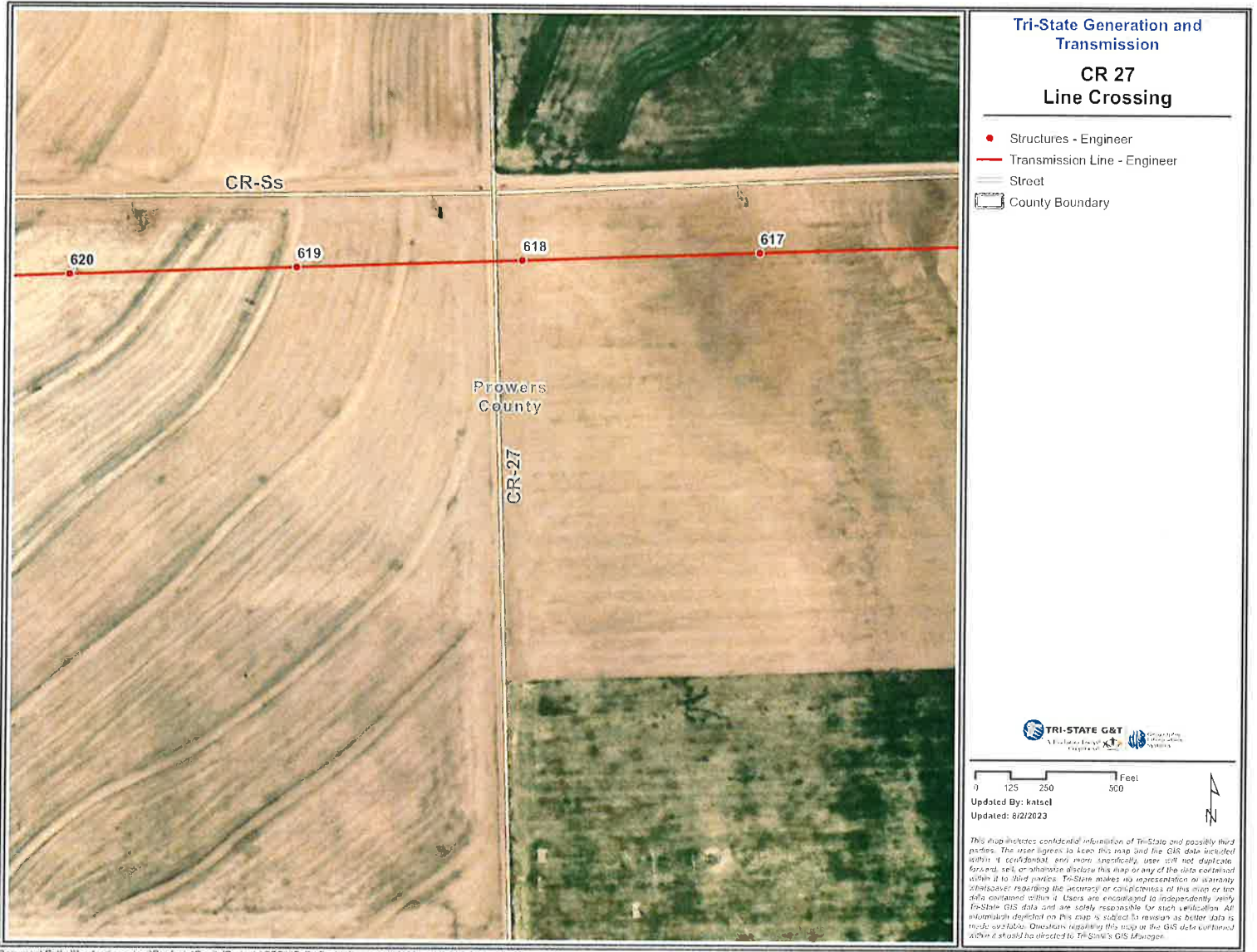
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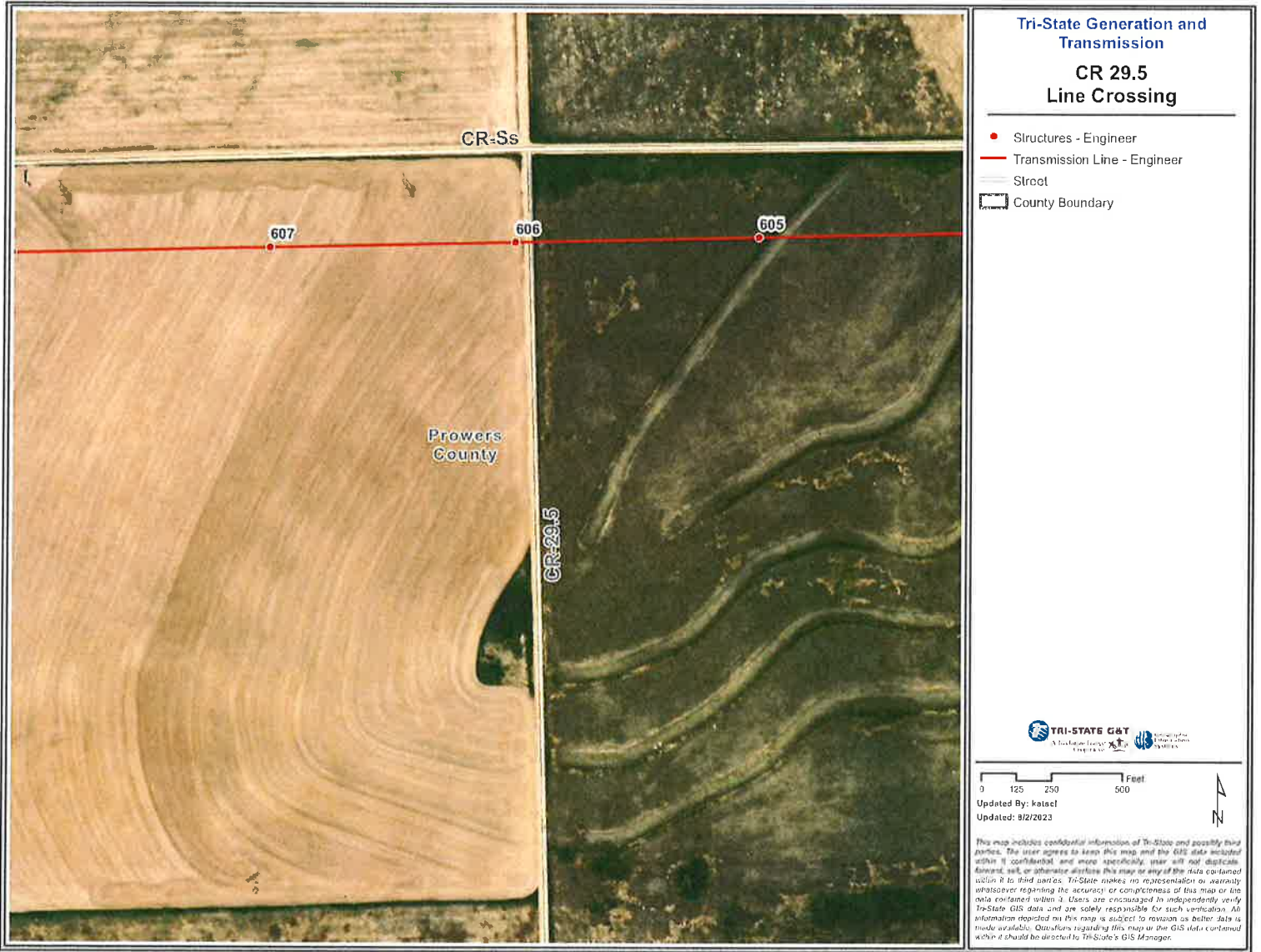




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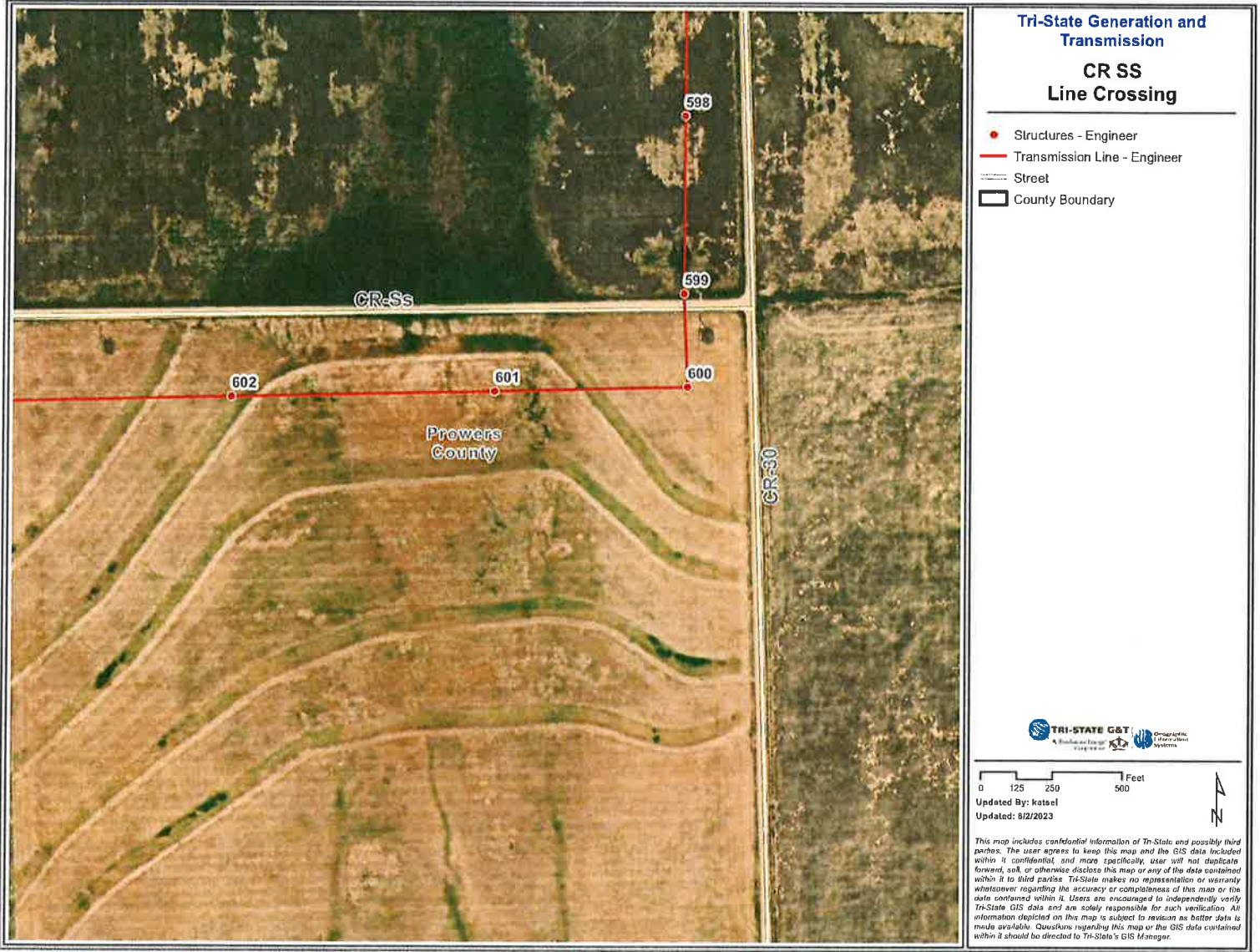


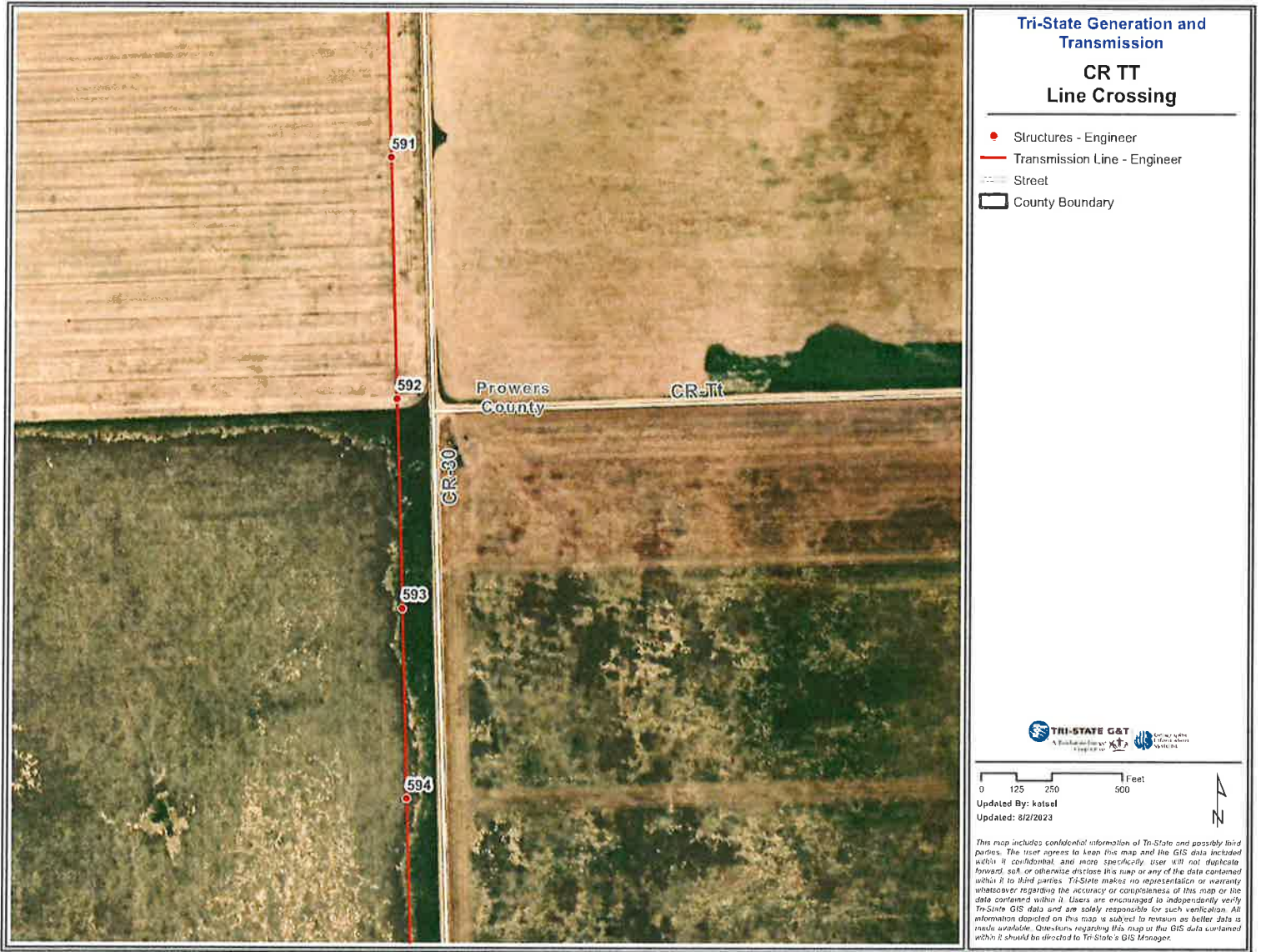












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