

**PROWERS COUNTY, COLORADO
BOARD OF COMMISSIONERS' MEETING AGENDA
JANUARY 10, 2023**

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

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

WORK SESSION

9:00 a.m. Judy Wittman, Treasurer
 - Treasurer's Monthly Report – December 2022
 - 2022 4th Quarter Public Trustee Report
 - 2022 Year End Public Trustee Report of Fees Earned
 - 2023 Resolution Authorizing Treasurer to Invest Public Funds

9:15 a.m. Gary Harbert, Veterans' Service Officer
 - County VSO Monthly Report and Certification of Pay

9:30 a.m. Thomas Dunagan, Prowers County Coroner (New)
 - Discussion

10:00 a.m. Pete Hernandez, Director of CRMC and Interim Program Manager
 of OPC
 - Update

11:00 a.m. Call Meeting to Order
 Roll Call
 Pledge of Allegiance
 Invocation

CONSENT AGENDA ACTION ITEMS:

- ☐ Consider Approval of Adoption of Agenda
- ☐ Consider Approval of Payment of 2022 Bills Presented and Approval of Voiding Checks
- ☐ Consider Approval of December 15, 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.

2022 OLD BUSINESS ACTION ITEMS:

1. Consider ratifying 12-15-2022 Verbal Poll approval of a Letter sent to City of Lamar regarding Community Resource Center.
2. Consider approval of County Veterans Service Officer's Monthly Report and Certification of Pay – December 2022.
3. Consider ratifying 12-15-2022 Verbal Poll approval of Colorado Department of Transportation (CDOT) Prowers County Signature Sheet Certifying total mileage as of December 31, 2022.
4. Consider approval of ratifying 12-19-2022 Email Poll approval for Payment of Bills and Payroll Presented in the Amount of \$ 157,539.00.
5. Consider ratifying 12-21-22 Email Poll approval for Disbursing Additional American Rescue Plan Act (ARPA) Funds that have not been allocated for 2022 and 2023 to the Ministerial Alliance in the amount of \$5,000 in 2022 and \$5,000 in 2023.
6. Consider ratifying 12-27-2022 Email Poll approval for Payment of Bills and Payroll Presented in the Amount of \$1,147,689.22 and approval of DHS Bills and Payroll Presented for 12-22-2022 in the amount of \$218,904.98 and 12-28-2022 in the amount of \$332,416.60.

RECESS

1:00 p.m.

Swearing-In of Newly Elected Officials
- Reception to follow

RECONVENE

- 2:00 p.m. County Reorganization
- Appointment of Department Supervisors
 - Review 2023 Bills Presented and Approve for Payment
- 2:10 p.m. Rose Pugliese, ESQ
- County Attorney Update
 - Review of Ordinance Restricting Open Fires, Open Burning and Fireworks in the Unincorporated Areas of Prowers County, Colorado

2023 NEW BUSINESS ACTION ITEMS:

1. Consider approval of Payment of 2023 Bills Presented and Approve Voiding Checks and DHS Funds which include H3C.
2. Consider approval of 2023 Resolution Authorizing Treasurer to Invest Public Funds.
3. Consider approval of 2023 Order for Authorized Persons and Authorized Signature on Checking Account.
4. Consider approval of 2023 IRS Mileage Reimbursement Rates for Travel Related to County Business for County Employees at 65.5 cents per mile and the Reimbursement Rate for Travel Related to Medical Care for County Employee Flex Savings Accounts at .22 cents per mile.
5. Consider approval of CDHS Certification of Compliance – Year 2023 County Personnel and Merit System, Authorizing Lanie Meyers-Mireles, Director of Human Services to Execute the Document.
6. Consider approval of 2023 Prowers County Government Organization Chart.
7. Consider approval of Independent Contractor Agreement between the Board of County Commissioners of Prowers County and Scranton Specht and Associates, P.C. for Legal Services related to Matters involving Prowers County's 1041 Regulations for a Term of January 1, 2023 through December 31, 2023.
8. Consider approval of Independent Contractor Agreement between the Board of County Commissioners of Prowers County and Rose F Pugliese, LLC for Legal Services related to matters involving Prowers County's 1041 Regulations for a Term of January 1, 2023 through December 31, 2023.

9. Consider approval of Audit Engagement Letter for Prowers County Department of Human Services with Blair and Associates, P.C., for the Year Ending December 31, 2023, in the amount of \$6,700.
10. Consider approval of Adopting an Ordinance Restricting Open Fires, Open Burning and Fireworks in the Unincorporated Areas of Prowers County, Colorado.
11. Consider approval of Adopting an Amendment to Section 603 of the Prowers County Personnel Handbook.
12. Consider approval of Electrical Lines Crossing Easement Agreement between Prowers County Board of Commissioners and Twin Buttes Wind II LLC Effective December 20, 2022.
13. Consider Setting a Public Hearing on February 21, 2023 to Consider approval of Amendments to the Guidelines and Regulations for Areas and Activities of State Interest of Prowers County in Relation to 1041 Regulations.
14. Consider approval of Prowers County Department of Human Services Credit Card Authorization Request for Human Resources Manager Amanda Morales in the amount of \$1,000.00 and Discontinuing Credit Card Authorization for Former Human Resources Manager Celia Tamayo.
15. Consider approval of a Credit Card Authorization Request for Elizabeth Hainer as Deputy County Clerk & Recorder in the amount of \$1,000.00 and Discontinuing Credit Card Authorization for Former Deputy County Clerk Beatrice Romero.
16. Consider approval of a Resolution to Transfer 2022 Revenue between Sales Tax Fund to County General Fund in the amount of \$500,000.00.
17. Consider approval of Purchase of Services Contract between the Board of County Commissioners of Prowers County and Mirage Technologies for IT Services for a term of January 1, 2023 through December 31, 2023.
18. Consider approval of an Agreement between Prowers County and Baca County Public Health Agency for Provisions of Services by Prowers County Public Health and Environment, Effective January 1, 2023 through December 31, 2023 in the amount of \$5,871.00.
19. Consider approval of an Agreement between Prowers County and Kiowa County Public Health Agency for Provisions of Services by Prowers County Public Health and Environment, Effective January 1, 2023 through December 31, 2023 in the amount of \$1,676.00.

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: 1-10-2023 – Old Business for 2022

Submitter: BOCC

Submitted to the County Administration Office on: 12-15-2022

Return Originals to: Mark Westhoff/Administrator

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 12-15-2022 Verbal Poll approval of a Letter sent to City of Lamar regarding Community Resource Center.

Justification or Background:

Confirm mutual understanding that Prowers County will no longer utilize the Community Resource Center effective 12-31, 2022.

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

Board of County Commissioners

Prowers County

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

THOMAS GRASMICK, GRANADA
FIRST DISTRICT

RON S. COOK, LAMAR
SECOND DISTRICT

WENDY BUXTON-ANDRADE, LAMAR
THIRD DISTRICT

JANA COEN
CLERK TO THE BOARD

ROSE F. PUGLIESE ESQ.
COUNTY ATTORNEY

December 15, 2022

Via Hand-Delivery

City of Lamar
102 East Parmenter Street
Lamar, Colorado 81052

Re: Community Resource Center

Dear Mayor and Council Members:

This Letter will confirm our mutual understanding that Prowers County will no longer be utilizing the Community Resource Center to provide County services and that we have terminated the Cost Sharing Agreement, executed on October 23, 2000, as subsequently amended, effective as of December 31, 2022.

Prowers County shall pay one-half of the charges for utilities, liability insurance and maintenance costs through June 30, 2023, with the remainder of the grant funds under Title III; provided the City of Lamar provides utility bills to Prowers County.

Prowers County will provide Darren Glover to assist Lamar with applying for grants for the CRC. Lamar will include the Workforce grant funding in its contract with the Workforce Center.

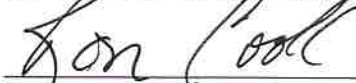
Per the Cost Sharing Agreement, fifty percent (50%) of the Reserve Account will be returned to Prowers County, no later than December 31, 2022.

We appreciate the partnership and look forward to our continuing relationship.

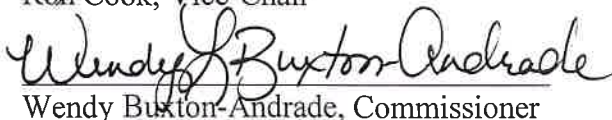
Sincerely,



Thomas Grasmick, Chair



Ron Cook, Vice-Chair



Wendy Buxton-Andrade, Commissioner

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 1/10/2023

Submitter: Gary Harbert, Veterans Officer

Submitted to the County Administration Office on: 1/5/2023

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

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action: Consider Approval of County Veterans Service Officer's Monthly Report and Certification of Pay – December 2022

Justification or Background: [Brief overview for the Commissioners]

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!



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

County of Prowers Month of December 2022

Telephone Calls	31
Appointments	12
Outreach	1
Total Served	43

Surveys Submitted	
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Certification by County Veterans Service Officer

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

 34 hours per week or fewer

 X 35 hours per week or more

For the month of Dec., 2022 from Prowers County.

Gary Harbert
Signature of County Veterans Service Officer

1/5/2023
Date

Certification by County Commissioner or Designee

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

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

County Commissioner or Designee of

PROWERS
County

Date

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

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

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

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1-10-2023 – Old Business for 2022

Submitter: Mark Dorenkamp-R&B Supervisor

Submitted to the County Administration Office on: 12-15-2022

Return Originals to: Road & Bridge Dept

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 12-15-2022 Verbal Poll approval of Colorado Department of Transportation (CDOT) Prowers County Signature Sheet Certifying total mileage as of December 31, 2022

Justification or Background:

Annual adoption for Road and Bridge Department.

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

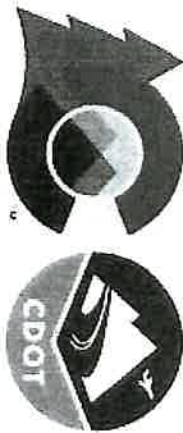
County: _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!



Colorado Department of Transportation

12/7/2022

Powers Co Signature Sheet

FIPS Code : 099

143.370 miles of arterial streets
1142.430 miles of local streets
1285.800 total miles of H.U.T. eligible streets
32.520 miles of non H.U.T. eligible streets - Maintained by others
104.750 miles of non H.U.T. eligible streets - Not maintained

This mileage is the certified total as of December 31, 2022

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

Sharon Hammond
Commissioner 12-15-2022
Date
Sharon Hammond
Commissioner 12-15-2022
Date
Wendy Preston Luchado
Commissioner 12-15-2022
Date

Commissioner Date
Commissioner Date

We are required to inform you that a penalty of perjury statement is required pursuant to section 18-8-503 C.R.S. 2005, concerning the removal of requirements that certain forms be notarized.

The Colorado Department of Transportation can contact the following person with questions regarding this report:

MARK DOENKAMP 119-336-5536
Name Phone

Submit this signed copy with your annual mileage change report to the Colorado Department of Transportation.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 12-19-2022

Submitter: BOCC

Submitted to the County Administration Office on: 12-22-2022

Return Originals to:

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action: ☐ Consider approval of ratifying 12-19-2022
Email Poll approval for Payment of Bills and Payroll Presented in the Amount of \$ 157,539.00 .

Justification or Background: [Brief overview for the Commissioners]

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$157,539.00 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **December 22, 2022**

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 105,559.44	-	-
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -		
BOOKING FEES ACCOUNT	\$ -	-	
PUBLIC HEALTH AGENCY	\$ 16,288.96	-	-
ROAD & BRIDGE FUND	\$ 19,378.16	-	-
SALES & USE TAX FUND	\$ 7,081.97		
CONSERVATION TRUST FUND	\$ -		
CAPITAL FUND	\$ -		
OTHER AGENCIES FUND	\$ -		
LODGING TAX FUND	\$ -	-	-
CRMC FUND	\$ 8,393.12	-	
OPC FUND	\$ 837.35	-	-
Totals	\$ 157,539.00	\$ -	\$ -

DATE: December 22, 2022

DATE: December 22, 2022

DATE: December 22, 2022

DATE: December 22, 2022

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	157,539.00
AP + Fringes	\$	157,539.00
Total Pd Certification - Payroll	\$	157,539.00
Total Payroll + Fringes	\$	-

Ending Check No.	68114
Beginning Check No.	68070

Total Number of Checks:	1 45
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STATE OF COLORADO }
 } SS:
COUNTY OF PROWERS }

Producers County Treasurer's Office

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Submitted to the County Administration Office on: 12-21-2022

Return Originals to: N/E

Number of originals to return to Submitter: N/E

Contract Due Date: N/E

Item Title/Recommended Board Action:

Consider ratifying 12-21-22 email poll approval for disbursing additional American Rescue Plan Act (ARPA) Funds that have not been allocated for 2022 and 2023 to the Ministerial Alliance in the amount of \$5,000 in 2022 and \$5,000 in 2023.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$5,000.00 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **December 21, 2022**

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ -	-	-
ARPA FUND	\$ 5,000.00	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ -	-	-
ROAD & BRIDGE FUND	\$ -	-	-
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ -	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ -	-	-
CRMC FUND	\$ -	-	-
OPC FUND	\$ -	-	-
Totals	\$ 5,000.00	\$ -	\$ -

DATE: December 21, 2022

DATE: December 21, 2022

DATE: December 21, 2022

DATE: December 21, 2022

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	5,000.00
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AP + Fringes	\$	5,000.00
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Total Pd Certification - Payroll	\$	5,000.00
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Total Payroll + Fringes	\$	-
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Ending Check No. 68115

Beginning Check No. 68115

1

Total Number of Checks:	1
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STATE OF COLORADO }

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} SS:
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COUNTY OF PROWERS }

Prowers County Treasurer's Office

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1-10-2023

Submitter: BOCC

Submitted to the County Administration Office on: 12-27-2022

Return Originals to:

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action: Consider ratifying 12-27-2022 Email Poll approval for Payment of Bills and Payroll Presented in the Amount of \$1,147,689.22 and approval of DHS Bills and Payroll Presented for 12-22-2022 in the amount of \$218,904.98 and 12-28-2022 in the amount of \$332,416.60.

Justification or Background: [Brief overview for the Commissioners]

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL
INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$1,147,689.22
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **December 28, 2022**

		#		
		A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$	31,500.98	290,206.17	79,933.28
ARPA FUND	\$	-	-	-
FSA ACCOUNT	\$	-		
BOOKING FEES ACCOUNT	\$	-	-	
PUBLIC HEALTH AGENCY	\$	3,569.86	101,393.90	28,399.99
ROAD & BRIDGE FUND	\$	976.28	63,777.61	14,896.07
SALES & USE TAX FUND	\$	-		
CONSERVATION TRUST FUND	\$	-		
CAPITAL FUND	\$	-		
OTHER AGENCIES FUND	\$	-		
LODGING TAX FUND	\$	-	205.63	59.98
CRMC FUND	\$	300,000.00	92,546.38	32,253.44
OPC FUND	\$	-	83,626.66	24,342.99
Totals	\$	336,047.12	\$ 631,756.35	\$ 179,885.75

DATE: December 28, 2022

DATE: December 28, 2022

DATE: December 28, 2022

DATE: December 28, 2022

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	1,147,689.22
AP + Fringes	\$	515,932.87
Total Pd Certification - Payroll	\$	515,932.87
Total Payroll + Fringes	\$	811,642.10

Ending Check No. 68145

Beginning Check No. 68116

	1
Total Number of Checks:	30

STATE OF COLORADO }
 } SS:
COUNTY OF PROWERS }

COUNTY OF PROWERS }

Powers County Treasurer's Office

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1-4-2023

Submitter: Administration

Submitted to the County Administration Office on: 1-4-2023

Return Originals to: 1

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action: Consider Approval of Payment of 2023 Bills Presented and Approve Voiding Checks

Justification or Background: [Brief overview for the Commissioners]

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1/10/2023

Submitter: Judy Wittman

Submitted to the County Administration Office on: 12/29/2022

Return Originals to: Judy Wittman

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action: Consider Approval of 2023 Resolution Authorizing Treasurer to Invest Public Funds.

Justification or Background: Authorization for the Board of County Commissioners of Prowers County, Colorado, per Colorado State Statutes §30-10-708 mandates a written resolution setting forth qualified financial institutions in which the Treasurer shall deposit funds. Also, §24-75-601 provides for the investment of public funds and monies.

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!

**BY THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF PROWERS, STATE OF COLORADO**

STATE OF COLORADO)
) ss.
COUNTY OF PROWERS)

**RESOLUTION AUTHORIZING
TREASURER TO INVEST PUBLIC FUNDS**

Resolution 2023 - ____

WHEREAS, the County of Prowers, State of Colorado is charged with the responsibility of depositing public funds which come into its possession; and

WHEREAS, Colorado Revised Statutes, Section 30-10-708 mandates a written resolution setting forth qualified financial institutions in which the Treasurer shall deposit funds and monies of whatever kind that may come into the Treasurer's possession; and

WHEREAS, Colorado Revised Statutes, Title 11, Articles 10.5 and 47 mandate the deposit of public funds and monies in eligible state and national banks and savings and loan associations; and

WHEREAS, the Prowers County Commissioners desire the Treasurer to deposit such funds and monies into financial institutions located in the County as well as other eligible state and national banks and savings and loan associations in the State of Colorado; and

WHEREAS, Colorado Revised Statutes, Section 24-75-601 provides for the investment of public funds and monies;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Prowers County Treasurer is hereby authorized to deposit County funds and monies in Money market accounts, checking accounts and certificates of deposits in eligible state and national banks and savings and loan associations in the State of Colorado as well as the following qualified local banks:

- | | |
|--------------------------------|------------------------------|
| a. Frontier Bank in Lamar | f. The Eastern Colorado Bank |
| b. GNBank | g. McClave State Bank |
| c. IN Bank (f/k/a Legacy Bank) | |
| d. TBK Bank | |
| e. Community State Bank | |

2. The primary objectives of the investment of County funds shall be the safety of the invested funds and the liquidity of the invested funds for the timely payment of County obligations. The secondary objective shall be the achievement of a market average yield on the invested funds.

3. The Treasurer is hereby authorized to deposit County funds and monies in the following securities as authorized under the provisions of Colorado Revised Statutes, Section 24-75-601.1(k):

a. State investment pools authorized under the provisions of Colorado Revised Statutes, Section 24-75-701. ColoTrust is the only state investment pool in which we currently invest.

b. Money market funds authorized under the provisions of Colorado Revised Statutes, Section 24-75-601.1(k).

c. Direct obligations of the United States Government which are sold at discount or have semi-annual interest payments; e.g. U.S. Treasury bills, U.S. Treasury notes; U.S. Treasury bonds and U.S. Agencies bonds authorized under the provisions of Colorado Revised Statutes, Section 24-75-601.1(k).

d. Security agreements including annuities through Core Financial Services, Section 24-75-601.1(l).

4. The maximum maturity of any security purchased by the Treasurer shall not exceed five years unless specifically approved in advance by the Board of County Commissioners.

5. The Treasurer may sell securities held by the County to meet, as necessary, the County investment objectives.

6. The eligible signors on the accounts of the Prowers County Treasurer are as follows: Judy Wittman, Prowers County Treasurer and Gail Specht, Deputy Treasurer, see authorized signatures below.

Motion duly made and seconded, the above read Resolution No. 2023- _____ was adopted this 10th day of January, 2023 by the Board of County Commissioners of the County of Prowers and State of Colorado. All previous resolutions concerning the deposit and investment of County funds are rescinded upon approval of this resolution.

Chairman

Commissioner

Commissioner

ATTEST:

Clerk to the Board of
County Commissioners

Judy Wittman, Prowers County Treasurer

Gail Specht, Deputy Treasurer

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1-10-2023

Submitter: BOCC/Tamara Nickelson

Submitted to the County Administration Office on: 1-4-2023

Return Originals to: Jana Coen & Tamara Nickelson

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of 2023 Order for Authorized Persons and Authorized Signatures on the County Checking Accounts at Frontier Bank.

Justification or Background: Annual approval

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!



ORDER FOR AUTHORIZED PERSONS AND AUTHORIZED SIGNATURES ON CHECKING ACCOUNTS

The Board of County Commissioners hereby authorizes as follows regarding the following County checking accounts at Frontier Bank:

DEPARTMENT OF HUMAN SERVICES ACCOUNT

Wendy Buxton-Andrade, Ron Cook, Thomas Grasmick, and Jana Coen are **authorized to sign** on the Prowers County Department of Human Services Account to transact business in this account on behalf of the Depositor.

Wendy Buxton-Andrade, Ron Cook, Thomas Grasmick, Jana Coen, Mark Westhoff, Tamara Nickelson, and Mindy Maestas are **authorized to communicate** with Frontier Bank representatives regarding the Prowers County Department of Human Services Account to transact business in this account on behalf of the Depositor.

STATE WAGE WITHHOLDING ACCOUNT

Wendy Buxton-Andrade, Ron Cook, Thomas Grasmick, and Jana Coen are **authorized to sign** on the Prowers County State Wage Withholding Account to transact business in this account on behalf of the Depositor.

Wendy Buxton-Andrade, Ron Cook, Thomas Grasmick, Jana Coen, Mark Westhoff, Tamara Nickelson, and Paula Gonzales are **authorized to communicate** with Frontier Bank representatives regarding the Prowers County State Wage Withholding Account to transact business in this account on behalf of the Depositor.

GENERAL FUND ACCOUNT

Wendy Buxton-Andrade, Ron Cook, Thomas Grasmick, and Jana Coen, are **authorized to sign** on the Prowers County General Fund Account to transact business in this account on behalf of the Depositor.

Wendy Buxton-Andrade, Ron Cook, Thomas Grasmick, Jana Coen, Mark Westhoff, Tamara Nickelson, and Paula Gonzales are **authorized to communicate** with Frontier Bank representatives regarding the Prowers County General Fund Account to transact business in this account on behalf of the Depositor.

DATED this 10th day of January, 2023

Chairman

Vice-Chairman

Commissioner

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County at Lamar, Colorado this 10th day of January 2023.

Jana Coen, County Clerk & Recorder

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1-4-2023

Submitter: BOCC

Submitted to the County Administration Office on: 1-4-2023

Return Originals to:

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action: Consider Approval of 2023 IRS Mileage Reimbursement Rates for Travel Related to County Business for County Employees at 65.5/mile and the Reimbursement Rate for Travel Related to Medical Care for County Employee Flex Savings Accounts at .22/Mile.

Justification or Background: [Brief overview for the Commissioners]

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

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

Approved by the County Attorney on:

Additional Approvals (if required):



IRS issues standard mileage rates for 2023; business use increases 3 cents per mile

IR-2022-234, December 29, 2022

WASHINGTON — The Internal Revenue Service today issued the 2023 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on January 1, 2023, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 65.5 cents per mile driven for business use, up 3 cents from the midyear increase setting the rate for the second half of 2022.
- 22 cents per mile driven for medical or moving purposes for qualified active-duty members of the Armed Forces, consistent with the increased midyear rate set for the second half of 2022.
- 14 cents per mile driven in service of charitable organizations; the rate is set by statute and remains unchanged from 2022.

These rates apply to electric and hybrid-electric automobiles, as well as gasoline and diesel-powered vehicles.

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, unless they are members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see [Moving Expenses for Members of the Armed Forces](#).

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

Taxpayers can use the standard mileage rate but generally must opt to use it in the first year the car is available for business use. Then, in later years, they can choose either the standard mileage rate or actual expenses. Leased vehicles must use the standard mileage rate method for the entire lease period (including renewals) if the standard mileage rate is chosen.

Notice 2023-03 [PDF](#) contains the optional 2023 standard mileage rates, as well as the maximum automobile cost used to calculate the allowance under a fixed and variable rate (FAVR) plan. In addition, the notice provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in calendar year 2023 for which employers may use the fleet-average valuation rule in or the vehicle cents-per-mile valuation rule.

Page Last Reviewed or Updated: 29-Dec-2022

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1/10/2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 12/15/22

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: 1/1/2023 – I have notified the State they will not receive our certification by the deadline.

Item Title/Recommended Board Action:

“Consider approval of 2023 County Personnel and Merit System CDHS Certification of Compliance and authorize Lanie Meyers-Mireles, Director of Human Services, to sign with handwritten signature.”

Justification or Background: This is an annual requirement.

Fiscal Impact:

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 Human Services

To: County Human/Social Services Directors
From: Colorado Department of Human Services
Date: 12/13/2022
Re: 2023 County Merit System Certification

This letter serves as a reminder that the County Department of Human/Social Services is required by 9 CCR 2502-1 ("Volume 2") Rule 2.210 that each county shall annually submit to the Colorado Department of Human Services a certification that the criteria in Rule 2.200 are being maintained by the County Department of Human/Social Services. This certification must be received as prescribed by the Department by January 1 of each year. The certification must be validated by the county board of commissioners or designee.

The Volume 2 rules regarding the County Personnel and Merit System requirements can be accessed at <https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=583&fileName=9%20CCR%202502-1>.

Please submit your certifications to the CDHS County Liaisons, 1575 Sherman Street, 8th Floor, Denver, CO 80203, or via email to Josh Running Wolf joshua.runningwolf@state.co.us.

Thank you for your assistance!

Enclosure

cc: Anne Marie, Deputy Executive Director of Community Partnerships
Sarah Dawson, CDHS Director of Operations, Community Partnerships
Laura Strother, CDHS Director of County Relations, Community Partnerships



CDHS Certification of Compliance - Year 2023
County Personnel and Merit System

Each county merit system shall function under the following principles and requirements in order to be in compliance with Section 26-1-120(8), C.R.S., and 9 CCR 2502-1 Rule 2.200:

- A. The recruitment, selection, and advancement of employees shall be on the basis of relative abilities, knowledge, and skills, including open consideration of qualified applicants for initial appointment.
- B. The system shall provide equitable and adequate compensation.
- C. The employees shall be trained as needed to assure high quality of performance.
- D. The system shall provide for retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected.
- E. The system shall assure fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age, or disability and with proper regard for the privacy and constitutional rights of such persons as citizens. This fair treatment principle shall include compliance with all Federal equal opportunity and nondiscrimination laws.
- F. The system shall assure that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

Prowers County certifies that it is in compliance with the above principles and criteria for the administration and operation of its County Personnel and Merit System for the reporting year 2022 and has a personnel system in place for the next calendar year to assure continuing compliance. The person signing below is authorized to undertake this certification.

The County Director is exempt from the County Merit System per the Transitional Plan submitted to the Colorado Department of Human Services. ☒ Yes ☐ No

By:

Signature

Lanie Meyers-Mireles
Print Name

Date

Director of Human Services
Title



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 01/10/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 01/05/2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: 01/05/2023

Item Title/Recommended Board Action: Consider Approval of the 2023 Prowers County Government Organization Chart

Justification or Background:

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

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

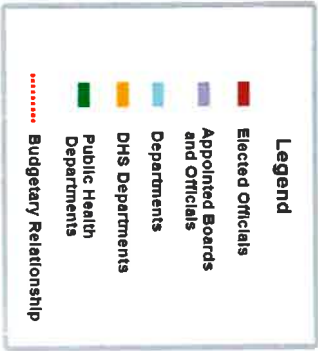
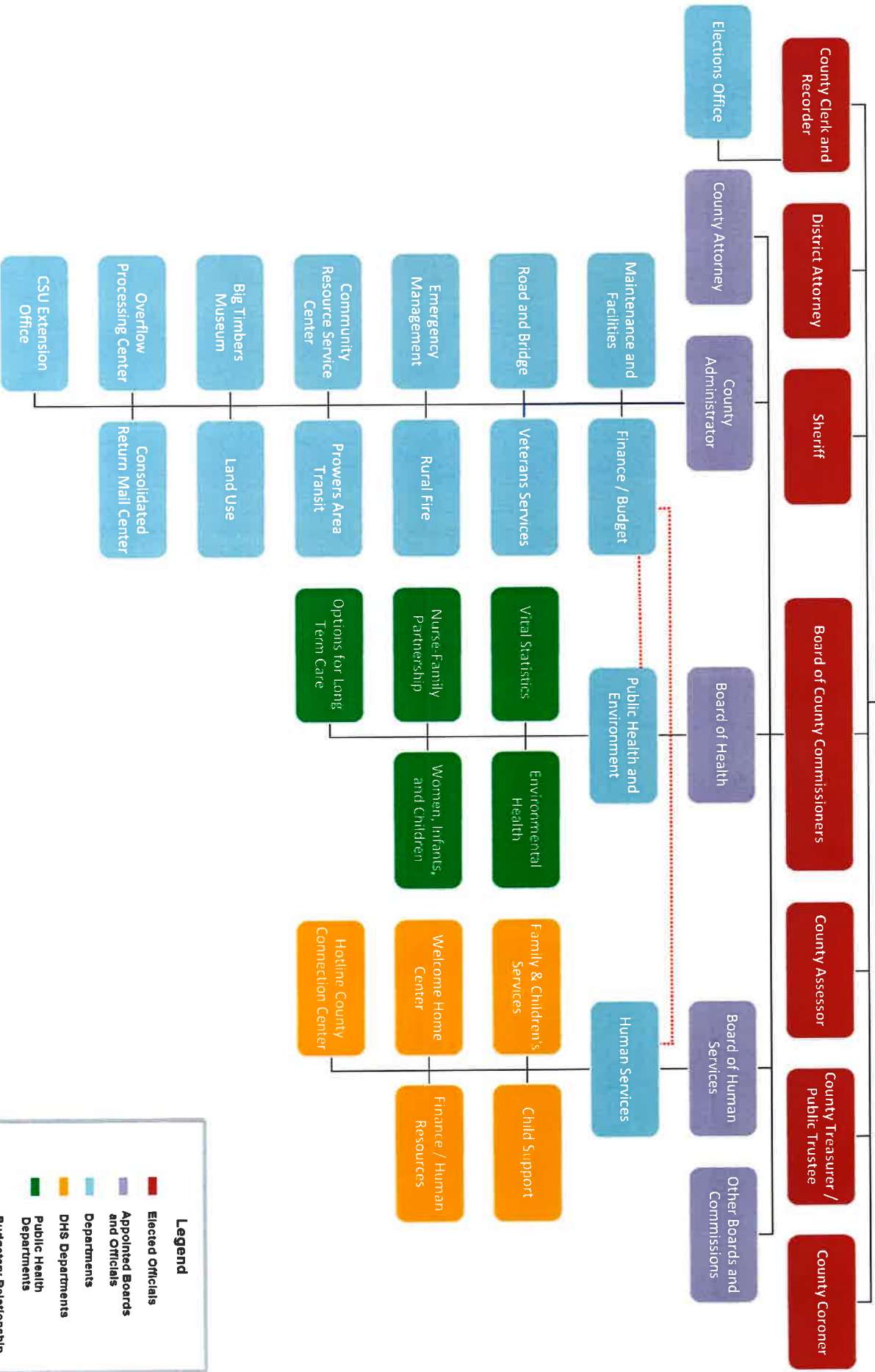
Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

Citizens of Prowers County, CO



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1-3-2023 – New Business for 2023

Submitter: BOCC

Submitted to the County Administration Office on: 12-30-2022

Return Originals to: 1 to BOCC & 1 to Scranton Specht & Assoc

Number of originals to return to Submitter: 1

Contract Due Date: N/E

Item Title/Recommended Board Action:

Consider approval of Independent Contractor Agreement between the Board of County Commissioners of Prowers County and Scranton Specht and Associates, P.C. for Legal Services related to matters involving Prowers County's 1041 Regulations for a Term of January 1, 2023 through December 31, 2023.

Justification or Background:

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

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

Approved by the County Attorney on: 1-2-2023

Additional Approvals (if required):

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

THANK YOU!

INDEPENDENT CONTRACTOR AGREEMENT (1041 Matters)

THIS AGREEMENT is effective beginning the *1st day of January, 2023*, and is by and between the Board of County Commissioners of Prowers County (“County”), and Scranton Specht and Associates, P.C., FEIN #20-0794178, 1204 East Olive Street, PO Box 1500, Lamar, CO 81052.

WHEREAS, County desires to contract with Contractor to secure legal services related to matters involving Prowers County’s 1041 Regulations in the capacity of a special county attorney in accordance with the terms of this Agreement; and

WHEREAS, Contractor desires to 1041 Regulation legal services in the capacity as a special county attorney on an independent contractor basis as set forth in this Agreement,

NOW THEREFORE, in consideration for the mutual promises made herein, the County and the Contractor agree as follows:

1. Services: Contractor agrees to perform the following services: Such legal matters, including court appearances, as the County may from time to time direct related to 1041 Regulation matters.
 - a) Contractor represents and acknowledges that the services performed under this Agreement will be done using Contractor’s own equipment and at hours and times as determined by Contractor. Contractor is engaged in providing these types of services for persons or entities other than the County, and Contractor is not required to provide services exclusively to the County during the term of this Agreement.
 - b) Contractor will use its best efforts to avoid conflicts of interest. If Contractor has represented any client in conflict with the County within two years previous to the assigned task, Contractor will inform County so County can make alternative arrangements for legal representation of the County’s interests.
 - c) Contractor will work cooperatively with the courts, persons and agencies to ensure compliance with local, state, and federal regulations, policies, and statutes.
 - d) Contractor will maintain files which shall be considered the property of the County. The County may review these files at any time and, in the event this Agreement is terminated, Contractor will release the files to County in good order.
 - e) A representative of Contractor will meet face-to-face with the Board of County Commissioners and County employees as necessary to perform the tasks assigned to Contractor. Contractor will all documents and matters as needed to perform the tasks assigned to Contractor.

2. Compensation: The County shall pay the Contractor as follows: ***An hourly attorney fee paid at the rate of \$200.00 per hour to perform 1041 matters legal services for County.***
- a) ***Contractor will be required to provide billing statements to the County regarding all work performed on 1041 matters.***
 - b) Payment pursuant to this Agreement shall be made in whole or in part, from available funds per month. Contractor will provide all necessary legal services for County during the term of the agreement within available contracted funds.
 - c) Items not included in the hourly rate for which County will be responsible for payment include the cost of items such as:
 - i) Mileage to any courts or meetings outside Prowers County will be reimbursed at the standard IRS rate approved by County. Travel outside Prowers County related to County business will be reimbursed at the standard IRS rate approved by County.
 - ii) County will not reimburse costs for meals of the attorney to provide services within Prowers County. Any meals required for legal services provided outside Prowers County will be reimbursed at the standard County per diem with a receipt for the actual meal cost required for reimbursement. Per Federal regulation no alcohol will be reimbursed in the meal reimbursement;
 - iii) County will not reimburse costs of lodging of the attorney to provide services outside Prowers County, if overnight stay is required. Any lodging related to County business outside Prowers County will be reimbursed at the actual cost of lodging with a receipt required; and
 - iv) Faxing, photocopying, telephone, long distance charges to be charged at the actual cost.
 - v) All expenses of the legal services, including by way of example and not limitation:
 - A. Court filing fees, if applicable;
 - B. Expert witness fees;
 - C. Service of Process fees;
 - D. Witness fees and mileage expense of witnesses;
 - E. Conference operator calls for hearings by long distance call; and
 - F. Any other expenses would require prior approval of the Board of County Commissioners for County.

3. This contract is subject to and contingent upon the continuing availability of budgeted agency funds and the continuing availability of state and federal funds for the purposes hereof.
4. **Term: The term of this Agreement shall be for twelve (12) months beginning January 1, 2023 and continuing through December 31, 2023.**
5. Either party may terminate this agreement with thirty (30) days' prior written notice to the other party.
6. **Relationship:** The parties understand and agree that Contractor is an independent contractor and that Contractor is not an employee of the County, nor is Contractor entitled to County employment benefits.
7. CONTRACTOR UNDERSTANDS AND AGREES THAT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT.
8. **Work Product:** Any data, reports, documents, or information provided by the County to the Contractor during the performance of services under this Agreement and any reports or other writings required under the services of this Agreement shall be and remain the sole property of the County at all times.
9. **Indemnification and Insurance:** Contractor shall indemnify and hold harmless the County from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the Contractor in the performance of the services by Contractor. During the term of this Agreement Contractor shall maintain personal professional liability insurance with at least \$1,000,000.00 coverage per event.
10. No official or employee of Prowers County shall directly or indirectly 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. The Contractor warrants that it has not retained any company or person (other than a bona fide employee working solely for Contractor) to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, (except for a bona fide employee working solely for Contractor) any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to Contractor. Upon discovery of any breach or violation of this provision, Prowers County shall have the right to terminate this Agreement.
11. **Civil Rights Compliance:** Contractor certifies that he is in compliance with State and Federal statutes regarding Civil Rights.

12. Jurisdiction: Jurisdiction for any dispute under this Agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Prowers County, Colorado.
13. Third Parties: This Agreement does not and shall not be deemed to confer upon any third party any rights to claim damages or bring suit, or other proceeding against either the County or Contractor because of any term contained in this Agreement.
14. Assignment: This Agreement is for personal services predicated upon Contractor's special abilities or knowledge, and Contractor shall not assign Agreement in whole or in part without prior written consent of the County.
15. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.
16. Modification: This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

CONTRACTOR
SCRANTON SPECHT & ASSOCIATES, P.C.

Contractor FEIN #:20-0794178

By:



DARLA SCRANTON SPECHT, President
1204 East Olive St.
P. O. Box 1500
Lamar, CO 81052

BOARD OF COUNTY COMMISSIONERS
OF PROWERS COUNTY

By: _____

CHAIRMAN

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1-10-2023 – New Business for 2023

Submitter: BOCC

Submitted to the County Administration Office on: 1-4-2023

Return Originals to: 1 to BOCC & 1 to Rose Pugliese Esq.

Number of originals to return to Submitter: 1

Contract Due Date: N/E

Item Title/Recommended Board Action:

Consider approval of Independent Contractor Agreement between the Board of County Commissioners of Prowers County and Rose F Pugliese, LLC for Legal Services related to matters involving Prowers County's 1041 Regulations for a Term of January 1, 2023 through December 31, 2023.

Justification or Background:

Fiscal Impact:

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

Approved by the County Attorney on: 1-4-2023

Additional Approvals (if required):

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

THANK YOU!

INDEPENDENT CONTRACTOR AGREEMENT FOR COUNTY ATTORNEY SERVICES

This Agreement is entered into on the 10th day of January, 2023, by and between the **Board of County Commissioners, Prowers County, Colorado**, located at 301 S. Main Street, #215, Lamar, Colorado 81052 (hereinafter referred to as “the County”), and **Rose F. Pugliese, LLC**, located at 9235 N. Union Blvd., Suite 150, #128, Colorado Springs, Colorado 80920 (hereinafter referred to as the “Attorney”). The County and the Attorney may each be referred to as “a Party” or collectively referred to as “the Parties.”

WHEREAS, the Board desires to retain the Attorney to perform contract 1041 regulations legal services for the County, in accordance with the terms of this Agreement; and

WHEREAS, the Attorney desires to perform contract 1041 regulations legal services, as an independent contractor, for the County.

NOW, THEREFORE, in consideration of the mutual promises made herein, the Parties agree as follows:

1. **Legal Services:** The Attorney agrees to represent the County in any and all legal matters, as directed by the County, for 1041 Regulations outside of the Attorney’s regular duties as County Attorney; and prepare any and all other documentation, as needed, for the County (the “Legal Services”).
 - a. The Parties acknowledge and agree that “the County” is the client and “the County” shall mean a majority of the County Commissioners. The Attorney shall consult with each of the County Commissioners before proceeding on a matter.
 - b. The Attorney shall meet with the County and staff as necessary.
 - c. The Attorney shall maintain files, which shall be the property of the County, and stored on County property.
 - d. The Attorney shall work cooperatively with the County, elected officials, department heads and other employees, the courts, and state and federal agencies to ensure compliance with all county, local, state and federal regulations, policies and statutes.
2. **Compensation:** The County shall pay the Attorney an hourly rate of One Hundred and Seventy-Five Dollars (\$175.00) per month, from budgeted funds, during the term of this Agreement, to perform the legal services as outlined above. A bill shall be provided to the County each month. The Attorney acknowledges and agrees that the County shall **NOT** be responsible for reimbursement for mileage, meals or lodging. Payment to the Attorney shall be made at the first meeting of the Board of County Commissioners each month, commencing in January of 2023 and until the termination of this Agreement.
3. **Additional Expenses:** All expenses of legal services, including, by not limited to: Court filing fees, expert witness fees, process service fees, witness fees and mileage expense of witnesses, conference call lines or zoom shall **NOT** be included in the Attorney’s Compensation. Any other expenses would require prior authorization by the County.

4. **Term:** The Term of this Agreement shall be one (1) year, commencing on January 1, 2023 and ending on December 31, 2023; however, either party may terminate this Agreement upon sixty (60) days' written notice to the other party.

5. **Relationship of the Parties:**

- a. **Binding Authority.** The Attorney does not have the authority to bind the County to any contracts or commitments without the County's written consent.
- b. **Independent Contractor.** The Attorney is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party. The County shall provide an IRS Form 1099 to report payment of services rendered.
- c. **Non-Exclusivity.** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties. The Attorney may accept other employment and/or contracts without limit, as long as the Attorney is able to fulfill the terms of this Agreement.
- d. **Ownership.** All work product created by the Attorney in connection with performing the Legal Services is the exclusive property of the County and the County is free to use the work product without any restrictions.

6. **Confidentiality**

The Attorney understands she will have access to the Client's confidential information. The Attorney agrees to use the County's confidential information solely for the purpose of performing the Legal Services. The Attorney agrees not to share the County's confidential information with anyone else, unless required by law. The County's obligation to maintain confidentiality will survive termination of this Agreement and will remain in effect indefinitely.

7. **Dispute Resolution**

- a. **Negotiation.** In the event of a dispute, the Parties agree to first work towards a resolution through good faith negotiation.
- b. **Mediation.** Either Party may initiate mediation in lieu of litigation, in the State of Colorado.
- c. **Litigation and Choice of Law.** If litigation is necessary, this Agreement will be interpreted based on the laws of the State of Colorado, regardless of any conflict of law issues that may arise. The Parties agree the dispute will be resolved at a court of competent jurisdiction in the County of Prowers, State of Colorado.
- d. **Attorneys' Fees.** The prevailing party may recover its attorneys' fees and other reasonable costs for a dispute resolved by mediation or litigation.

8. **General**

- a. **Amendments.** This Agreement may be modified as needed. To make a modification, the Parties have to agree to the modification in writing in the form of an amendment. The terms of this Agreement will apply to any amendment made unless otherwise stated in the amendment.
- b. **Assignment.** The Parties may not assign the responsibilities they have under this Agreement to a third-party; however, should the Attorney merge with another firm, the Attorney shall have the right to assign the Agreement to such firm. The Attorney shall not assign the performance of the legal services, as outlined in this Agreement, to another attorney or firm.
- c. **Attachments.** All attachments are expressly incorporated as an integral part of this Agreement.

- d. **Complete Contract.** This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties, whether they were made before or after signing this Agreement. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.
- e. **Indemnification.** The Parties agree to indemnify, and hold harmless, one another and from and against all claims, damages, losses and expenses arising out of, or resulting from, acts or omissions of a Party. The Attorney shall maintain professional liability insurance with at least \$1,000,000 coverage per event.
- f. **Severability.** If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.
- g. **Standard of Performance.** The Attorney acknowledges and represents that she has the necessary training, experience, and credentials required to perform the Legal Services. The Attorney agrees to follow professional standards and applicable laws when providing the Legal Services. The Attorney has performed a conflict check and has found no existing Conflicts of Interest.
- h. **Waiver.** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.
- i. **Notices.** All notices under this Agreement must be sent by certified mail, with return receipt requested to the address listed above.

Attorney:



Rose F. Pugliese, LLC, Managing Member
Attorney Registration Number: 38973

**Board of County Commissioners,
Prowers County**

Ron Cook, Chairman

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1/10/2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 12/21/22

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 Audit Engagement Letter for Prowers County Department of Human Services with Blair and Associates, P.C.”

*This agreement requires Lanie and Tom’s signatures.

Justification or Background:

Fiscal Impact: up to \$6,700.00

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements of DHS, the County's schedule of expenditures of federal awards, and related notes in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements;

and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the County's Department of Social Service and the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Blair and Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your Cognizant or Oversight Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Blair and Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Pete Blair, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately May 22, 2023.

Our fee for these services will be at our standard hourly rates will not exceed \$6,000. Additional out-of-pocket costs are estimated to be \$700. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered at the conclusion of field work and will be due in 20 days. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Board of County Commissioners of Prowers County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Prowers County and Prowers County Department of Social Services and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Blair and Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Prowers County and Prowers County Department of Social Services.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

ADDENDUM TO AGREEMENT

ADDENDUM TO AGREEMENT entered into the day and years herein after set forth by and between THE BOARD ON COUNTY COMMISSIONERS OF PROWERS COUNTY, COLORADO, hereinafter referred to as "Prowers County" and Blair and Associates, P.C., hereinafter referred to as "Auditor" or "Company",

1. **OUTSIDE AUDITOR** The parties agree that Auditor as an outside auditor will be used to audit financial records of the Prowers County schedule of federal awards and the financials for Prowers County Department of Social Services, This will maintain independence, integrity, and objective of the audit.
2. **OUTSIDE AUDIT FEE** The estimated fee for the 2022 outside audit is estimated at \$6,000, with out-of-pocket expenses estimated at \$700.
3. **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.
4. **VENUE** Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado district or county Court sitting without jury in Las Animas, Colorado, and the court shall award to the substantially prevailing party its attorney fees, expert witness fees, court costs and any other litigation expense.
5. **PUBLIC RECORD** In the event Prowers County receives public records demand pursuant to the Colorado Open Records Act for copies of documents which the agreement provides are confidential, or may otherwise be subject to non-disclosure, Prowers County shall give written notice by facsimile and/or email to Company. Company shall notify Prowers County in writing by facsimile and/or email within 3 working days of notification if any documents requested as a public record should not be disclosed. The Company shall indemnify and hold harmless Prowers County for any public record requested where the Company requests Prowers County not to disclose such records.
6. **INDEPENDENT CONTRACTOR** The Company shall perform its duties hereunder as an independent contractor and shall be solely responsible for the acts of the Company, its employees, and agents. Neither the company nor any agent or employee of the Company shall be or shall be deemed to be an agent or employee of Prowers County. The Company shall pay when due all required employment, income, and other taxes on any monies paid by Prowers County pursuant to this contract. The company acknowledges that the Company or a third party provides such coverage and that Prowers county does not pay for or otherwise provide such coverage. The Company shall have not authorization, express or implied, to bind Prowers county to any agreement, liabilities, or understandings except as expressly set forth herein. The Company shall provide and keep in force worker's compensation and unemployment compensation insurance in the amounts required by law and provide proof of such insurance when requested by Prowers County.
7. **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 agreement. 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 consequential damages to Prowers County.
8. **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 had 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.

9. **BINDING EFFECT** This Agreement is binding upon the parties and their respective successors and permitted assigns.

BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

By _____
Chairman

BLAIR AND ASSOCIATES, P.C.

By _____
Pete Blair, Shareholder

Date Signed: _____

Attest:

By _____
Lanie Meyers-Mireles, Prowers County DHS

Date Signed: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1/10/23

Submitter: Rose Pugliese

Submitted to the County Administration Office on: 12/29/22

Return Originals to: Jana Coen

Number of originals to return to Submitter: 0

Contract Due Date: N/A

Item Title/Recommended Board Action:

“CONSIDER ADOPTING AN ORDINANCE RESTRICTING OPEN FIRES, OPEN BURNING AND FIREWORKS IN THE UNINCORPORATED AREAS OF PROWERS COUNTY, COLORADO”

Justification or Background: Provide necessary changes in relation to open fire, burning and fireworks

Fiscal Impact: None, except publication costs

Approved by the County Attorney on: 12/29/22

Additional Approvals (if required): N/A

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

Ordinance #2023-_____

AN ORDINANCE RESTRICTING OPEN FIRES, OPEN BURNING AND FIREWORKS IN THE UNINCORPORATED AREAS OF PROWERS COUNTY, COLORADO

The Board of County Commissioners of Prowers County, Colorado, pursuant to Section 30-11-107, *et seq.*, and Section 30-15-401, *et seq.*, C.R.S., has the general power to adopt ordinances, resolutions, rules and other regulations as may be necessary for the control or licensing of those matters of local concern, and to do all acts which may be necessary or expedient to promote the health, safety and welfare of the citizens of Prowers County, Colorado; and

Pursuant to Section 30-15-401 (1) (n.5), C.R.S., the Board has specific authority to adopt an ordinance banning open fires to a degree and in a manner that the Board deems necessary to reduce the danger of wildfires within those portions of the unincorporated areas of Prowers County where danger of forest or grass fires is found to be high based on competent evidence; and

Pursuant to Section 30-15-401 (1) (n.7), C.R.S., the Board has specific authority to prohibit or restrict the sale, use and possession of fireworks; and

Section 30-15-405, 406 and 407, C.R.S., provides the process for the Board of County Commissioners to utilize when adopting an ordinance; and

The Sheriff of Prowers County (hereinafter "Sheriff") is authorized under the provisions of Section 30-10-512 and 30-10-513, C.R.S., to act as Fire Warden of Prowers County in case of grass or forest fires, and to assume charge thereof and to assist other governmental authorities in controlling or extinguishing forest or grass fires; and

Open fires and open burning can be a prime cause of forest and grass fires in Prowers County; and

The Sheriff and the Fire Chiefs throughout Prowers County have advised the Board that atmospheric conditions, including lack of moisture and other local conditions, may create a high danger of forest and grass fires in Prowers County, thereby making open fires, open burning and fireworks hazardous within the unincorporated areas of Prowers County; and

The Sheriff and the Fire Chiefs throughout Prowers County monitor fire weather conditions and fire danger ratings, such as the U.S. Forest Service and Colorado State Forest Service rating systems; and

Changing atmospheric conditions require that fire restrictions need to be implemented and/or released in a timely manner; and

The Board finds that competent evidence has been presented indicating that the danger of forest and grass fires in Prowers County is periodically high, and therefore it is necessary for the preservation of the public health, safety and welfare of the citizens of Prowers County to impose

a restriction on all open fires, open burning and fireworks within the unincorporated areas of Prowers County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY AS FOLLOWS:

SECTION 1: TITLE

This Ordinance shall be known and referred to as **“AN ORDINANCE RESTRICTING OPEN FIRES, OPEN BURNING AND FIREWORKS IN THE UNINCORPORATED AREAS OF PROWERS COUNTY, COLORADO”** and may be cited and referenced as such.

SECTION 2: PURPOSE

The purpose of this Ordinance is to preserve and protect the public health, safety and welfare of the citizens of Prowers County, Colorado, by restricting open fires, open burning and fireworks in the unincorporated areas of Prowers County in order to prevent forest and grass fires given the high danger of such fires as a result of atmospheric conditions, including lack of moisture and other local conditions in Prowers County.

SECTION 3: AUTHORITY

This Ordinance is authorized by various Colorado Statutes, including Part 1 of Article 11 of Title 30, and Part 4 of Article 15 of Title 30, and specifically Section 30-15-401(1)(n.5) and (n.7), C.R.S.

SECTION 4: INTERPRETATION

This Ordinance shall be interpreted and construed to effectuate its general purpose to preserve and protect the public health, safety and welfare of the citizens of Prowers County, Colorado, by restricting open fires, open burning and fireworks in the unincorporated areas of Prowers County in order to prevent forest and prairie fires given the high danger of such fires in Prowers County. Section headings and any cross references, if any, of this Ordinance shall not be deemed to govern, limit, modify or affect in any manner the scope, meaning or extent of the provisions of this Ordinance or any section thereof.

SECTION 5: APPLICATION

This Ordinance shall apply throughout the unincorporated areas of Prowers County, including public, private, state and federal lands, and to any town or city which elects by ordinance or resolution to have the provisions thereof apply. **This Ordinance shall not replace state or federal law that regulates certain types of burning, such as tires and construction materials.**

SECTION 6: DEFINITIONS

Fire Restriction Evaluation Guidelines: That set of competent evidence in use by federal, state and local fire suppression/management agencies for monitoring fuel moistures, fire danger class, current impacts on suppression resources, current fire cause types, fire weather forecasts, and other indicators of predicted fire danger.

Fireworks: As defined in Section 12-28-101 (3) (a), C.R.S., including any composition or device designed to produce a visible or audible effect by combustion, deflagration, or detonation, and that meets the definition of articles pyrotechnic, permissible fireworks (per Section 12-28-101 (8) (a)) C.R.S., or display fireworks.

Open fires: For purposes of this Ordinance, open fires shall be defined as any outdoor fire, including but not limited to bonfires, campfires, warming fires, charcoal grill fires, fires in wood-burning stoves, the use of explosives, outdoor welding or operating acetylene or other torch with open flame other than in an area cleared of all flammable materials, fireworks of all kinds or brands, burn barrels, and the prescribed burning of irrigation or drainage ditches, fence lines or rows, fields, farmlands, rangelands, wild lands, trash and debris.

Open burning: For purposes of this Ordinance, open burning shall be defined as fire that a person starts and that is intentionally used for forest management.

Stage 1 Restrictions – Prohibits the following activities:

- (1) Open fires and open burning, excepting fires and campfires within permanently constructed fire grates in developed campgrounds and picnic grounds, charcoal grills and wood burning stoves at private residences in areas cleared of all flammable materials, and those other exceptions/exemptions as set forth in Section 8 herein.
- (2) The sale, use and possession of fireworks pursuant to Section 30-15-401 (1) (n.7), C.R.S.
- (3) Outdoor smoking except within an enclosed vehicle or building, a developed recreation site or while in an area of at least three feet in diameter that is barren or cleared of all flammable materials.

Stage 2 Restrictions – Prohibits the following activities:

- (1) Open fires and open burning, other than those exceptions/exemptions as noted in Section 8 below.
- (2) The sale or use of fireworks pursuant to Section 30-15-401 (1) (n.7), C.R.S.

- (3) Outdoor smoking except within an enclosed vehicle or building, a developed recreation site or while in an area of at least three feet in diameter that is barren or cleared of all flammable materials.
- (4) Operating or using any internal combustion engine on public lands without a spark arresting device properly installed, maintained and in effective working order, meeting either:
 - (a) Department of Agriculture, Forest Service Standard 5100-1a; or
 - (b) Appropriate Society of Automotive Engineers (SAE) recommended practice J335(b) and J350(a).
- (5) Welding or operating acetylene or other similar torch with open flame unless said work is performed in an area at least thirty (30) feet in diameter that is clear of flammable vegetation and unless the worker has ready access to a fire extinguisher or water supply suitable to suppress any fire that results from the welding operation.

SECTION 7: UNLAWFUL ACTS

It shall be unlawful for any person to build, maintain, conduct, attend or use an open fire or open burning, or to sell, use or possess fireworks, or to violate any restrictions set forth herein in the unincorporated area of Prowers County, including public, private, state and federal lands and in any incorporated town or city which elects by ordinance or resolution to have the provisions herein apply.

SECTION 8: EXCEPTIONS/EXEMPTIONS

The following shall not be in violation of Section 7:

- (1) Commercial or community fireworks displays properly permitted.
- (2) Fires contained within liquid-fueled or gas-fueled stoves or grills.
- (3) Indoor fireplaces and wood-burning stoves.
- (4) Outdoor charcoal grills and wood-burning stoves during Stage 1 Restrictions providing they are at a private residence or commercial area and in an area cleared of all flammable materials including dry vegetation.
- (5) Agricultural burning, with the recommendation that notice of burning be given to the Prowers County Dispatch before and after the open burning, and a permit approved by the Rural Fire Chief.
- (6) Persons with a permit specifically authorizing the otherwise prohibited act or omission.

- (7) Any federal, state or local law enforcement officer or member or an organized rescue or firefighting agency in the performance of an official duty.
- (8) Any further exemptions to either the meaning of terms or the enforcement of this Ordinance shall be granted in writing only by the Sheriff or the Sheriff's designee or for exemptions upon or within state or federal lands located within Prowers County, by the administering state or federal agency, and only if the proposed action is deemed by the Prowers County Sheriff or the Sheriff's designee, to be safe and mitigable.
- (9) Burning of trash in barrels, receptacles or other containers, if fitted with a top screen to contain embers.
- (10) All fires described in this Section 8 must be personally supervised and not left unattended.
- (11) The sale, use and possession of fireworks, including permissible fireworks, between May 31 and July 5 of any year, unless there is an express finding of high fire danger based on competent evidence.

SECTION 9: DECLARATION OF AN OPEN FIRE BAN, OPEN BURNING BAN, AND/OR FIREWORKS BAN

The Prowers County Board of County Commissioners or the Prowers County Sheriff shall have the authority to declare an open fire, open burning and/or fireworks ban whenever the danger of forest and grass fires is found to be high, and without further proceedings or resolution. Any declaration of an open fire ban made pursuant to this section shall specify the Stage Level Restriction, the parameters of the ban, and the duration of the ban as deemed necessary and appropriate and shall be promptly published through a general press release to local radios and print media and shall be promptly posted on the Prowers County website. Likewise, when conditions indicate a reduction or increase in restrictions, or the suspension or release of restrictions, the same notification to the public shall occur.

SECTION 10: ENFORCEMENT

This Ordinance shall be enforced by the Sheriff, through said Sheriff's Deputies, and/or any peace officer in and for the State of Colorado as described in Section 16-2.5-101, C.R.S., and they shall have authority to order any person to immediately cease any violation of this Ordinance. This authority shall include, but not be limited to, the right to issue a penalty assessment notice and the right to take such person or persons into temporary custody.

SECTION 11: VIOLATIONS

Any person who violates this Ordinance commits a civil infraction and shall be punished by a fine of five hundred dollars (\$500.00) for the first offense, seven hundred and fifty dollars

(\$750.00) for the second offense and one thousand dollars (\$1,000.00) for the third and subsequent offense(s). The penalty assessment procedures set out in § 16-2.3-101, C.R.S. may be followed in enforcing this Ordinance. In addition to the penalties prescribed above, persons convicted of a violation of this Ordinance shall be subject to a surcharge of ten dollars (\$10.00) that shall be paid to the clerk of the court by the defendant as provided by § 30-15-402(2)(a), C.R.S.

SECTION 12: DISPOSITION OF FINES

All fines paid for the violation of this Ordinance shall be in negotiable funds made payable to Prowers County and submitted to the Prowers County Treasurer's Office. All fines for the violation of this Ordinance received by the County shall be remitted to the Prowers County Treasurer and deposited into the general fund. All surcharge dollars shall be paid by the defendant to the Clerk of the Court and credited to the Victims and Witnesses Assistance and Law Enforcement Fund of the Fifteenth Judicial District of the State of Colorado pursuant to Section 30-15-402 (2) (a), C.R.S. The defendant shall also pay Court costs, including, but not limited to, any surcharge required by law and Court Security Fee.

SECTION 13: ADDITIONAL REMEDIES

The remedies provided in this Ordinance shall be cumulative and in addition to any other federal, state or local remedies, criminal or civil, which may be available. Nothing contained herein shall be construed to preclude prosecution under any applicable statute, including, but not limited to, prosecution under Section 18-13-109, C.R.S., or any applicable local, state or federal statute, ordinance, rule, order, or regulation.

SECTION 14: PUBLICATION

The foregoing text is the authentic text of Ordinance No. 2022-3. The first reading of said Ordinance took place on November 10, 2022 at a regular meeting of the Board of County Commissioners. It was published in full in the Lamar Ledger on December 15, 2022. The second reading of this Ordinance took place on January 10, 2023 at a regular meeting of the Board of County Commissioners and was adopted on such date.

SECTION 15: EFFECTIVE DATE AND SAFETY CLAUSE

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

SECTION 16: SEVERABILITY

Should any section, subsection, clause, sentence or phrase of this Ordinance be adjudged by any Court of competent jurisdiction to be invalid, such invalidity shall not affect, impair or

invalidate the other provisions of this Ordinance which can be given effect without such invalid provision.

SECTION 17: REPEAL OF CONFLICTING PROVISIONS

All former County ordinances, resolutions, rules or regulations, or parts thereof, in conflict with this Ordinance are hereby repealed, including Ordinance No. 2006-01.

ADOPTED this 10th day of January, 2023, by the Board of County Commissioners of Prowers County, Colorado.

Ron Cook, Chairman

Wendy Buxton-Andrade, Vice-Chairman

Thomas Grasmick, Commissioner

ATTEST:

Jana Coen, County Clerk

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1/10/23

Submitter: Rose Pugliese

Submitted to the County Administration Office on: 12/29/22

Return Originals to: Jana Coen

Number of originals to return to Submitter: 0

Contract Due Date: N/A

Item Title/Recommended Board Action:

**“CONSIDER ADOPTING AN AMENDMENT TO SECTION 603 OF THE
PROWERS COUNTY PERSONNEL HANDBOOK”**

Justification or Background: Implement necessary amendments to the drug and alcohol portion of the Personnel Handbook

Fiscal Impact: None

Approved by the County Attorney on: 12/29/22

Additional Approvals (if required): N/A

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

AMENDMENT TO SECTION 603 OF THE PROWERS COUNTY PERSONNEL HANDBOOK

Add "Purpose" before the current policy.

Add the following:

A. WORKPLACE EXPECTATIONS

No employee may report for work or remain on duty while under the influence or impaired by alcohol, drugs, or controlled substances, including any drug defined as illegal under state or federal law. Any employee who violates this policy shall be subject to discipline, up to and including termination, and may be required to complete an alcohol or drug abuse assistance or rehabilitation program.

The County may inform employees about the dangers of alcohol and drug abuse in the workplace, the County policy of maintaining an alcohol and drug-free workplace, available alcohol and drug counseling and rehabilitation programs, and penalties that may be imposed upon employees for alcohol and drug use and abuse. Employees who have questions or concerns about this policy or violations of this policy should contact their Direct Supervisor or Designee of the Board of County Commissioners.

B. DRUG AND ALCOHOL TESTING FOR ALL EMPLOYEES

The County has a vital interest in maintaining safe, health and efficient working conditions for its employees. Employees who are impaired by alcohol, marijuana, or any legal or illegal drug so as to affect the performance of job duties may pose serious safety and health risks not only to themselves but also to other employees and the public. Employees are prohibited from being impaired by alcohol, marijuana, or any legal or illegal drug while in the workplace or performing County business.

C. REASONABLE SUSPICION TESTING

If a Direct Supervisor suspects that an employee is impaired by alcohol, marijuana, or any legal or illegal drug while in the workplace or performing County business, the Direct Supervisor should notify the Designee of the Board of County Commissioners. The Direct Supervisor and the Designee of the Board of County Commissioners will complete an impairment survey to document the indicators raising a reasonable suspicion that the employee is impaired by alcohol or drugs. Objective indicators raising a reasonable suspicion that the employee is under the influence of alcohol, marijuana, or any legal or illegal drug may include, but are not limited to, slurred speech, uneven gait, loss of balance or coordination, impaired mental functions, extremely dilated pupils, the smell of alcohol or marijuana, and evidence of alcohol, marijuana, or any legal or illegal drug on the employee's person or in the employee's work vicinity. Employees may be required to

submit to a urine test or other alcohol or drug screening where there is reasonable suspicion that the employee is impaired by alcohol, marijuana, or any legal or illegal drug in the workplace. Testing shall be conducted by the Designee of the Board of County Commissioners by a mobile medical facility on site or at a facility designated by the County. The employee must always be escorted to the screening site by two individuals, one of whom must be the Designee of the Board of County Commissioners. In no event shall the employee be authorized to drive to the screening site.

D. DISCIPLINARY ACTION

Being impaired by alcohol, marijuana, or any legal or illegal drug while in the workplace or performing County business is a violation of County policy and may result in disciplinary action, up to and including dismissal, even for a first offense. Refusal to submit to drug or alcohol testing may also result in disciplinary action, up to and including dismissal.

E. DRUG AND/OR ALCOHOL REHABILITATION TIME

Paid leave time taken for rehabilitation shall conform to current County leave policies.

F. DRUG AND ALCOHOL TESTING FOR EMPLOYEES WITH COMMERCIAL DRIVERS LICENSES

- 1) In order to comply with the Hazardous Materials Transportation Act of 1987/88 and its implementing regulations (Section 43-6-108(1) C.R.S., 8 CCR 1507-9) and the Federal Motor Carrier Safety Regulations and Appendix E, Schedule II through V, the County adopts the following policy concerning drug and alcohol testing which shall be distributed to all County employees who are required to possess a commercial driver's license. County employees, who are subject to federal or state drug testing requirements, shall be informed of the drug testing requirements by their Direct Supervisors and provided a copy of this policy. Employees who are subject to this policy, shall be tested for controlled substances as defined in 49 CFR Part 40 (marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP)) and for alcohol. The employees subject to this policy shall be subject to random, reasonable suspicion and post-accident testing. Random testing shall be conducted annually or on such other schedule prescribed by the State of Colorado or the United States Department of Transportation. Reasonable suspicion testing shall be permitted based on specific, contemporaneous, articulate observations concerning the appearance, behavior, speech or body odors of the driver, or any additional criterion set forth in the Federal Motor Carrier Safety Regulations. Post-accident testing is required after any accident in which there is loss of human life, or a moving traffic violation is received by the employee. Testing shall be conducted at a facility designated by the County. All employees subject to this policy shall be given the

opportunity to report the use of prescription and over-the-counter drug use to the County and shall have the right to request a portion of the specimen to be retested, at the employee's expense, at a licensed laboratory chosen by the employee.

- 2) An employee who tests positive for controlled substances, as set forth in the Federal Motor Carrier Safety Regulations, will be scheduled for a pre-disciplinary hearing and may be subject to immediate termination without lesser disciplinary measures.
- 3) An employee who tests positive for alcohol will be scheduled for a pre-disciplinary hearing and may be subject to immediate termination without lesser disciplinary measures. If the employee refuses to follow any disciplinary conditions for continued employment or refuses to submit to a drug or alcohol test, employment with the County will be terminated. All terminations shall comply with the procedural requirements of the Prowers County Personnel Handbook.
- 4) Paid leave time taken for rehabilitation shall conform to current Prowers County policies.
- 5) Upon return to work, the employee will be subject to drug testing at any time for a period, not to exceed sixty (60) months. Any employee failing an alcohol test after completing a rehabilitation program may be subject to immediate termination. All terminations shall comply with the procedural requirements of the Prowers County Personnel Handbook.

G. CONFIDENTIALITY

Direct Supervisors must thoroughly document all situations where reasonable suspicion of drugs or alcohol is found, and they must provide all records of observed behavior, test results, documentation of refusals, employee referrals to counseling, records related to process, and similar such documents to the Designee of the Board of County Commissioners. All drug testing information shall be maintained by the County in confidential medical files, which shall be separate from personnel files.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested:

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on:

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 2-1 Original 1 Copy

Contract Due Date: N/A

Item Title/Recommended Board Action: Electrical Lines Crossing Easement Agreement

Justification or Background: Twin Buttes Wind II, LLC requests an easement for the construction, installation, operation, and maintenance of an overhead transmission line and an underground electrical collector line serving the project, in their current, as-built locations on, over, under, and across portions of property owned by Prowers County.

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

Approved by the County Attorney on: 1/2/203

Additional Approvals (if required):

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

THANK YOU!

ELECTRICAL LINES CROSSING EASEMENT AGREEMENT

This Electrical Lines Crossing Easement Agreement (this "**Agreement**"), dated effective as of ~~December 20, 2022~~ (the "**Effective Date**"), is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY, COLORADO**, a statutory county in and of the State of Colorado, whose address for purposes hereof is 301 South Main Street, Suite 215, Lamar, Colorado 81052, ("**Grantor**") and **TWIN BUTTES WIND II LLC**, an Oregon limited liability company, whose address is 2701 NW Vaughn St., Suite 300, Portland, Oregon 97210 (Attn: Land Management) ("**Grantee**"). Each of Grantor and Grantee is sometimes referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Grantor owns that certain real property consisting of the easternmost thirty (30) feet and the northernmost thirty (30) of the East One-Half (½) of Section 21 and the westernmost thirty (30) feet of the West One-Half (½) of Section 22 and, Township 26 South, Range 45 West of the 6th P.M., Prowers County, Colorado (the "**Property**"), which Property is currently improved by Grantor and in use by the public as part of County Road 16.

B. Grantee owns and operates a wind energy project within the vicinity of the Property that is commonly referred to as the "Twin Buttes II" wind project (the "**Wind Project**").

C. Grantee desires to obtain from Grantor, and Grantor is willing to grant and convey to Grantee, on the terms and conditions set forth in this Agreement a nonexclusive easement for the construction, installation, operation, and maintenance of an overhead transmission line and an underground electrical collector line serving the Project, in their current, as-built locations on, over, under, and across the portions of the Property described below, together with a right of access to and from such facilities.

AGREEMENT

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

1. Grant and Description of Crossing Easements.

1.1 Grant. Grantor hereby grants and conveys to Grantee a nonexclusive, perpetual easement (the "**Crossing Easement**") on, in, along, across and under those portions of the Property described by metes and bounds and depicted generally in Exhibit A attached hereto and incorporated herein by this reference (the "**Easement Areas**"), for the purpose of erecting, constructing, replacing, removing, inspecting, maintaining, operating, repairing and using, from time to time, (a) an overhead transmission line and related cables, wires, and conduit; (b) an underground collector line and related cables, wires, and conduit; and (c) any and all necessary and proper facilities, including additional equipment in any way related to or associated with any of the foregoing, for the transmission of electrical energy generated from the Wind Project (collectively, the "**Transmission Facilities**"), together with the Appurtenant Rights (as defined in Section 1.2).

1.2 Appurtenant Rights. In addition to the foregoing, Grantor hereby grants to Grantee all related rights necessary or convenient for Grantee's use of the Crossing Easement, including without limitation: (a) the right of ingress to and egress from the Transmission Facilities over, along and through the Property; (b) the right to keep the Easement Area and access thereto clear of all brush, trees,

timber or other hazards that in Grantee's reasonable opinion could interfere with the Transmission Facilities or Grantee's exercise of its rights hereunder; and (c) all other rights and privileges necessary and incidental to the full use and enjoyment of the Crossing Easement for the purposes permitted in this Agreement (all of the foregoing, the "Appurtenant Rights").

2. Nature of Easement; Overburdening.

2.1 Easement in Gross. The Crossing Easement is a commercial easement in gross and shall run with the Property and be binding on Grantor and Grantee and their respective successors and assigns, but shall not be appurtenant to any land owned or controlled by Grantee. Grantor agrees that the Crossing Easement and Appurtenant Rights may continue to be used for the purposes described herein for the benefit of any property owned, leased, or otherwise occupied or used by Grantee and Grantee's successors, assigns, and tenants. The Parties agree that should Grantee or Grantee's successors or assigns permanently cease to use the Property (as evidenced by removal of Grantee's facilities located within the Crossing Easement or permanent discontinuance of operations of the Wind Project), that the Crossing Easement shall cease, effective on the date Grantee or Grantee's successors and assigns have so permanently ceased use of the Property, and Grantee or Grantee's successors or assigns shall execute the quitclaim deed as set forth in Section 2.2 of this Agreement.

2.2 Overburdening. Grantor hereby agrees that (a) no use of or improvement to the Easement Area and (b) no apportionment, assignment or granting of a subeasement thereof shall, separately or in the aggregate, constitute an overburdening of the Easement Area. No act or failure to act on the part of Grantee or any subsequent holder of the Crossing Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed or other instrument of termination specifically conveying the Crossing Easement back to Grantor.

3. Assignment/Mortgage.

3.1 Right to Assign. Grantee shall, upon written notice to Grantor, but without Grantor's consent or approval, have the right, without Grantor's consent, to sell, convey, lease, transfer or assign all or any portion of the Crossing Easement, this Agreement, or the Transmission Facilities on either an exclusive or non-exclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated, to one or more persons or entities. Any member of Grantee shall have the right without Grantor's consent to transfer any membership interest in Grantee to one or more persons or entities.

3.2 Right to Mortgage. Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in all or any part of its interest in this Agreement, the Crossing Easement, the Easement Area and the Transmission Facilities (collectively, the "**Transmission Facilities Assets**"), which security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "**Mortgages**" and the holders of the Mortgages, their designees and assigns are referred to herein as "**Mortgagees**." Grantor agrees to consent in writing to such financing documents as may be reasonably required by Mortgagees in connection with any financing of or involving the Transmission Facilities Assets. As a precondition to exercising any remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of such default to each Mortgagee at the same time it delivers the notice to Grantee, specifying in detail the alleged default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Grantee's entire interest or its partial interest in the Transmission Facilities Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee or its assigns.

4. **Indemnification of Grantor.** Grantee or Grantee's successors or assigns shall indemnify and hold harmless Grantor against all claims, actions, proceedings, costs, damages, liabilities, including reasonable attorney's fees and costs, incurred by Grantor arising directly out of Grantee or Grantee's successors' and assigns' use of the Property.

5. **Insurance.** For the benefit of Grantor, Grantee or Grantee's successors and assigns shall provide and maintain liability insurance coverage for property damage and personal injury resulting from Grantee or Grantee's successors and assigns' use of the Property. Such liability insurance shall be in an amount of not less than \$1,000,000 per incident. Grantee or Grantee's successors and assigns shall provide, upon reasonable request from Grantor, proof of the insurance coverage required by this Section 5.

6. **Statutory Entity.** Grantor is a statutory county in the State of Colorado and reserves all rights as a governmental entity including, but not limited to, governmental immunity and damages limitations as provided by law.

7. **Public Records.** In the event Grantor receives a public records demand pursuant to the Colorado Open Records Act for copies of documents related to the Project which are or may be confidential, or may otherwise be subject to nondisclosure, Grantor shall give written notice by facsimile and/or email to Grantee or Grantee's successors or assigns who shall notify Grantor, in writing by facsimile and/or email, within one (1) business day if any documents requested as a public record should not be disclosed. If Grantee or Grantee's successors or assigns assert a claim of nondisclosure, Grantee or Grantee's successors or assigns shall bear the cost of all matters related to the nondisclosure.

8. **Officials Not to Benefit.** No official or employee of Grantor shall directly or indirectly receive or be paid any benefit that may arise from this Agreement in violation of Article 20 of the Colorado Constitution. Grantee warrants that it has not paid or agreed to pay any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this Agreement.

9. **Governmental Immunity.** Notwithstanding any other provision of this Agreement to the contrary, no term or provision of this Agreement shall be construed or interpreted as a limitation to or waiver by Grantor of any applicable provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as now or hereafter amended; §24-30-1501, *et seq.*, C.R.S., as now or hereafter amended, and any other immunity statute. Any provisions of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of Grantor as provided by said laws.

10. **Authority.** Grantor and each person signing this Agreement on behalf of Grantor has the full and unrestricted right and authority to execute this Agreement and to grant to Grantee the Crossing Easement and other rights granted hereunder.

11. **Miscellaneous.**

11.1 **Complete Agreement.** This Agreement is the final and complete agreement between the Parties concerning the Crossing Easement.

11.2 **WAIVER OF CONSEQUENTIAL DAMAGES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND ONLY TO THE EXTENT ALLOWED BY APPLICABLE LAW, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF GRANTOR AND GRANTEE HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

11.3 Notices. Notices allowed or required hereunder shall be in writing and shall be effective when served upon the Party to whom such notice is directed, or, if mailed, two days after such notice is deposited in the United States mail, certified or registered, correct postage prepaid, and addressed to a Party at its respective address as set forth in the preamble to this Agreement, or at such other address as such Party shall notify the other Party in accordance with this Section 5.3.

11.4 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the Prowers County, Colorado courts.

11.5 Severability and Parties Bound. The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall bind and inure to the parties and their respective successors and assigns.

11.6 Further Acts and Assurances; Recording. Each Party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement. Grantee has the right, at its expense, to record this Agreement in the official real property records of Prowers County, Colorado.

11.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

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

By _____
Thomas Grasmick, Chair

By _____
Ron Cook, Vice-Chair

By _____
Wendy Buxton-Andrade, Commissioner

ATTEST:

By _____
Jana Coen, Prowers County Clerk

GRANTEE:

TWIN BUTTES WIND II LLC,
an Oregon limited liability company

By: Carrie Tracy
Printed Name: Carrie Tracy
Title: Authorized Representative

By: Heather Pingree
Printed Name: Heather Pingree
Title: Authorized Representative

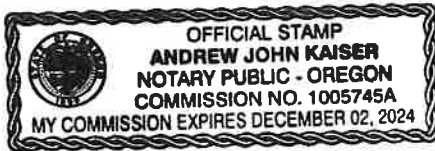
LEGAL
[Signature]

STATE OF OREGON)

) ss.

County of Multnomah)

This instrument was acknowledged before me on December 20, 2022, by Carrie Tracy, as Authorized Representative, and Heather Pinyan, as Authorized Representative of TWIN BUTTES WIND II LLC, an Oregon limited liability company, on its behalf.




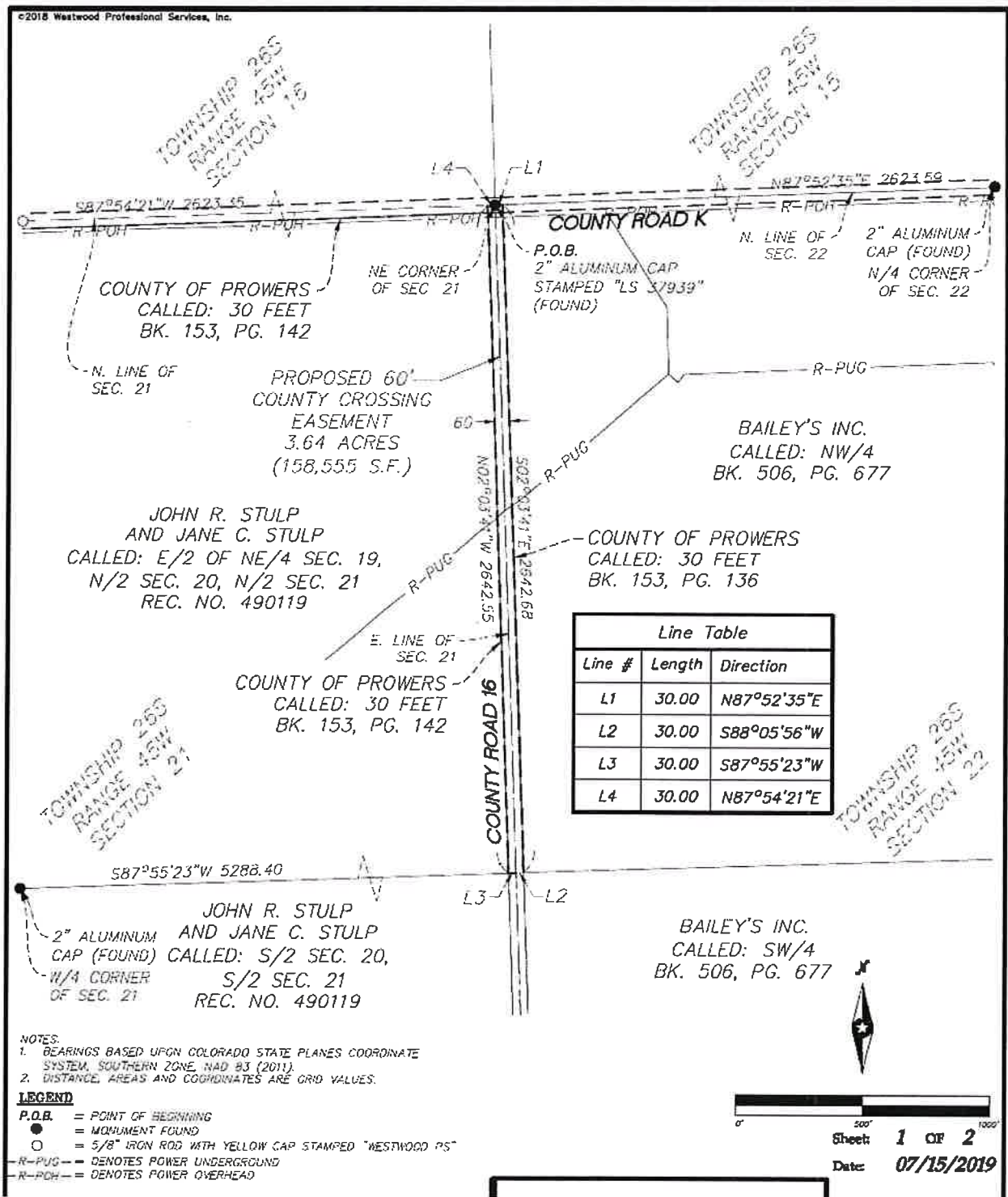

Notary Public for Oregon
My commission expires: December 02, 2024

EXHIBIT A

EASEMENT AREA DESCRIPTION AND DEPICTION OF CROSSINGS



That part of Section 21, Township 26 South, Range 45 West and Section 22, Township 26 South, Range 45 West all in Prowers County, Colorado:

Beginning at a 2-inch aluminum cap stamped "LS 37939" found for the northeast corner of said Section 21, said point being the POINT OF BEGINNING;

THENCE North 87 degrees 52 minutes 35 seconds East, along the north line of said Section 22 a distance of 30.00 feet, from which a 2-inch aluminum cap found for the north quarter corner of said Section 22 bears North 87 degrees 52 minutes 35 seconds East, a distance of 2,623.59 feet;

THENCE South 2 degrees 3 minutes 41 seconds East, a distance of 2,642.68 feet;

THENCE South 88 degrees 5 minutes 56 seconds West, a distance of 30.00 feet;

THENCE South 87 degrees 55 minutes 23 seconds West, a distance of 30.00 feet, from which a 2-inch aluminum cap found for the west quarter corner of said Section 21 bears South 87 degrees 55 minutes 23 seconds West, a distance of 5,288.40 feet;

THENCE North 2 degrees 3 minutes 41 seconds West, a distance of 2,642.55 feet to the north line of said Section 21, from which a set 5/8-inch iron rod with yellow cap stamped "Westwood PS" bears South 87 degrees 54 minutes 21 seconds West, a distance of 2,623.35 feet;

THENCE North 87 degrees 54 minutes 21 seconds East, a distance of 30.00 feet to the POINT OF BEGINNING and containing 158,555 square feet or 3.64 acres of land, more or less.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1/10/23

Submitter: Rose Pugliese

Submitted to the County Administration Office on: 1/4/22

Return Originals to: Jana Coen

Number of originals to return to Submitter: 0

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider setting a public hearing on February 21, 2023 to consider approval of Amendments to the Guidelines and Regulations for Areas and Activities of State Interest of Prowers County in relation to 1041 Regulations.

Justification or Background: Provide necessary changes in relation to 1041 Regulations.

Fiscal Impact: None, except publication costs

Approved by the County Attorney on: 1/3/22

Additional Approvals (if required): N/A

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

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

Amendment #1:

1.105 Exemptions.

Add:

(6) The specific development or activity is to be on land wherein pivot corners of a property are 10 acres or less.

Amendment #2:

1.110 Definitions.

(9) Pivot Corners: that portion of the land in center pivot irrigation that is not touched by irrigation water and has no agricultural production value or benefit.

*Renumber 9 to 10

Amendment #3:

1.307 Adoption of Designation and Regulations.

Add:

(2) (e) The balance of private property rights of the property owner with the mitigation of harm to the neighboring property(ies).

Amendment #4:

Current Language:

2.402 Financial Security.

(1) Before any permit is issued, the Permit Authority may, in its discretion, require the applicant to file a guarantee of financial security deemed adequate by the Permit Authority and payable to the County of Prowers.

Add:

Prowers County may require, as a condition of the permit, that the financial security shall be reviewed annually and adjusted, in the Permit Authority's discretion, in consultation with the applicant.

Amendment #5:

Repeal the current language of Section 6.303(3) and replace with the following language:

6.303 Submission Requirements.

(3) Wind Energy Facilities must meet the standards set forth in Section 18(w), Supplementary Regulations of the Prowers County Zoning Regulations. Applicant shall pay all fees associated with these 1041 Regulations.

Amendment #6:

A new Section 6.303(4) shall be added to Chapter 6, Article 3, with the following language:

(4) Solar Energy Facilities must meet the standards set forth in Section 18(x), Supplementary Regulations of the Prowers County Zoning Regulations. Applicant shall pay all fees associated with these 1041 Regulations.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1/10/2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 12/30/22

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

“Consider approval of Prowers County Department of Human Services Credit Card Authorization Request for Human Resources Manager Amanda Morales and Discontinuing Credit Card Authorization for former Human Resources Manager Celia Tamayo.”

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!

**PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
CREDIT CARD AUTHORIZATION REQUEST**

Date: January 10, 2023

The employees listed below are authorized for issuance of a credit card for county business usage. They understand and will comply with the county policy regarding such cards, and are authorized for the amounts listed:

Employee Name	JOB TITLE	Amt. Authorized	Purpose of Authorization	Date Issued (Completed by Business office)
Amanda Morales	HR Manager/Security Administrator	\$1,000.00	Registration Fees, Supplies, Travel Expense, Food, Fingerprint Background Checks, etc.	

The employees listed below are no longer authorized for a county credit card. The card is attached and the authorization should be discontinued the date listed.

Employee Name	JOB TITLE	Credit Card Acct. #	Authorization End Date	Date Canceled (Completed by Business Office)
Celia Tamayo	HR Manager/Security Administrator	X8088	This card will be cancelled upon receipt of the new HR Managers card.	


Department Head Signature

12/30/22
Date

Human Services
Office/Department

Approved:

Chair
Prowers County Board of Commissioners

Date

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1-10-2023 – New Business

Submitter: Jana Coen/Clerk & Recorder

Submitted to the County Administration Office on: 12-30-2022

Return Originals to: 2

Number of originals to return to Submitter: 1

Contract Due Date: N/E

Item Title/Recommended Board Action:

Consider approval of a Credit Card Authorization Request for Elizabeth Hainer as Deputy County Clerk & Recorder in the amount of \$1,000.00.

Justification or Background:

Annual adoption for Road and Bridge Department.

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

PROWERS COUNTY
CREDIT CARD AUTHORIZATION REQUEST

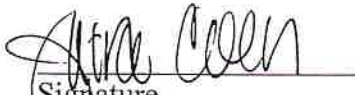
Date: 12-30-22

The employees listed below are authorized for issuance of a credit card for county business usage. They understand and will comply with the county policy regarding such cards, and are authorized for the amounts listed:

Employee Name	SSN#	Amt. Authorized	Purpose of Authorization	Date Issued (Completed by Adm. Office)
Elizabeth Hainer		\$1,000	Deputy Clerk/new position	

The employees listed below are no longer authorized for a county credit card. The card is attached and the authorization should be discontinued the date listed.

Employee Name	SSN#	Credit Card Acct #	Authorization End Date	Date Cancelled (Completed by Adm. Office)
Beatrice Romero				


Signature

County Clerk

Title

Clerk & Recorder

Office/Department

Approved:

Chairman
Prowers County Board of Commissioners

Date: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1-10-2023

Submitter: Tamara Nickelson, Budget Officer

Submitted to the County Administration Office on: 1-4-2023

Return Originals to: Jana Coen & Tamara Nickelson

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of a Resolution to Transfer 2022 Revenue between Sales Tax Fund to County General Fund in the amount of \$500,000.00

Justification or Background: Funds listed in the 2022 Budget

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

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

Approved by the County Attorney on: 1-4-2022

Additional Approvals (if required):

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

THANK YOU!

RESOLUTION TO TRANSFER REVENUE BETWEEN FUNDS

Resolution No. 2023 – _____

A resolution transferring sums of money to the various funds and spending agencies for Prowers County, Colorado, for the 2022 budget year.

WHEREAS, the Board of County Commissioners has adopted the annual budget in accordance with the Local Government Budget Law, on December 7, 2021, and;

WHEREAS, the Board of County Commissioners has made provision for revenues in the various funds, and;

WHEREAS, it is sometimes necessary to transfer revenues from one fund to another, and;

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

That the following sums are hereby transferred from the revenue of each fund, to each fund:

	<u>Debit</u>	<u>Credit</u>
Sales Tax Fund ACCT #0900	\$ 500,000.00	
County General Fund ACCT #0010		\$ 500,000.00

ADOPTED this 10th day of January 2023

ATTEST:

Jana Coen, County Clerk

BOCC Chairman

BOCC Vice-Chairman

Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 01/10/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 01/04/2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: 01/10/2023

Item Title/Recommended Board Action: Consider approval of Purchase of Services Contract between the Board of County Commissioners of Prowers County and Mirage Technologies for IT Services for a term of January 1, 2023 through December 31, 2023.

Justification or Background: Mirage Technologies currently provides IT contracting services to Prowers County and has provided a contract to continue those services in 2023.

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!

**PURCHASE OF SERVICES CONTRACT
PROWERS COUNTY, COLORADO**

THIS CONTRACT entered into effective the 1st day of January, 2023 by and between by and between the Board of County Commissioners of Prowers County ("County"), and **Mirage Technologies**, FEIN #81-1900227 , with address for notice of 1006 South Main Street, Lamar, CO 81052 ("Contractor").

WITNESSETH,

Whereas, the parties wish to enter into an Independent Contractor Agreement whereby 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 January 1st, 2023, date until December 31, 2023. Notwithstanding the provisions of this paragraph 1, either party to this Agreement may terminate this Agreement upon 30-day's written notice to the other party.

2. Services by Independent Contractor. Independent Contractor agrees to provide IT support, computer maintenance, troubleshooting and support, networking maintenance, troubleshooting and support for Prowers County's staff on an on-call basis at times and locations designated by Prowers County.

3. Contract Price. Prowers County will pay Independent Contractor at the rate of \$65.00 per hour for Contractor's actual time provided during standard time between 6:00 a.m. and 6:00 p.m. and at the rate of \$75.00 per hour for Contractor's actual time provided during off-hour time between 6:00 p.m. and 6:00 a.m. Any days Prowers County deems as required for Contractor to remain on call will be billed at the agreed upon rates with a minimum of \$150.00 per day.

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. Warranties of Contractor. Contractor represents and warrants that it will perform the work with reasonable care and skill, and that the services and materials provided by Contractor

to Prowers County pursuant to this Agreement will not infringe on or violate any intellectual property rights or other right of any third party.

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

11. 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.

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

13. 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.

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

15. 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.

16. 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.

17. 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.

18. Confidentiality. Neither party to this Agreement shall use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. The obligation will not apply to information which the recipient can provide was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

19. 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

INDEPENDENT CONTRACTOR:

By _____
Ron Cook , Chairman

By 
Contractor's Signature

By _____
Wendy Buxton-Andrade, Vice-Chairman

Date signed: 1/4/2023

By _____
Tom Grasmick, Commissioner

ATTEST:

By _____
Jana Coen, Clerk

Date signed: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: January 10, 2023

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 01/04/2023

Return Originals to: Meagan Hillman PCPHE Director

Number of originals to return to Submitter: 2

Contract Due Date: Effective 1/1/2023

Item Title/Recommended Board Action: Environmental Health Services Agreement for Baca County, Amount \$5,871.00 for 2023 services. Commissioners requested to sign.

Justification or Background: Annual agreement for PCPHE to provide EH services for Baca County

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!



Prowers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

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

www.prowerscounty.net

THIS AGREEMENT is made and entered into this 22nd day of Dec, 2022, by and between **Prowers County, Colorado, c/o Prowers County Public Health and Environment**, and **Baca County, Colorado, c/o Baca County Public Health Agency (BCPHA) by and through its Board of Health (BOH).**

WITNESSETH

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

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

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

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

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

1. TERM

This Agreement shall be in effect for the period January 1, 2023 through December 31, 2023.

2. RESPONSIBILITIES

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

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

3. COMPENSATION AND PAYMENT – ENVIRONMENTAL HEALTH SERVICES

- a. PCPHE shall bill BCPHA a flat fee of \$5,871 for CY 2023 for approximately 70 hours of service for any environmental health services rendered to Baca County or its citizens. The hourly rate for the initial term of this agreement shall be \$80.00 per hour, regardless of which PCPHE employee performed the services, at an annual rate not to exceed \$5,871. No additional indirect rate shall be charged by PCPHE for environmental health services. All revenues received from state or federal sources for provision of these services, and any fees collected in performance of them, unless passed through to any other agency as required by state or federal law, or CDPHE rules and regulations, shall be retained by PCPHE. Such fees shall be established by the BCPHA, in accordance with state or federal law, or CDPHE rules and regulations.
- b. PCPHE staff will document hours and activities spent on environmental health services for Baca County; these hours and activities will be documented and submitted to the BCPHA semi-annually and an annual summary will also be provided.
- c. PCPHE shall submit an annual invoice to BCPHA by February 15, 2023 in the amount of \$5,871.
- d. BCPHA shall submit payment to PCPHE within thirty (30) days after receipt of the invoice.

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

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

5. INSURANCE

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

6. NON-ASSIGNMENT

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

7. OFFICIALS NOT TO BENEFIT

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

8. EQUAL EMPLOYMENT OPPORTUNITY

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

9. ILLEGAL ALIENS

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

10. STATUTES, REGULATIONS AND ORDINANCES

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

11. NON-APPROPRIATION

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

12. SEVERABILITY

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

13. TERMINATION

PCPHE or BCPHA may terminate this Agreement by giving 30 days' notice, in writing, to the other party.

14. NOTICES

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

PCPHE - Environmental Health Representative:

Prowers County Public Health and Environment
Meagan I Hillman PA-C MRA Director
Kedge Stokke, Environmental Health Specialist
1001 S Main
Lamar, CO 81052

BCPHA Representative:

Baca County Public Health Agency
Paige England
741 Main St
Springfield, CO 81073

15. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of November 10, 2022, to be effective as of January 1, 2023.

PROWERS COUNTY

Chairman BOCC

Date

BACA COUNTY

Glen R. Ausmus
Chairman BOCC

12-22-2022
Date

EXHIBIT 1
ENVIRONMENTAL HEALTH SERVICES SCOPE OF WORK

GENERAL DESCRIPTION

PCPHE shall provide the Environmental Health Service Programs listed in Table 1 to Baca County during the period beginning January 1, 2023 and ending December 31, 2023.

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

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

SPECIFICATIONS

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

RECORDS AND RECORD MANAGEMENT

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

ENFORCEMENT

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

WORK PRODUCTS

Any and all maps, reports, spreadsheets, databases, geographical information system (GIS) files, newsletters and other hard copy or electronic documents generated by the service provider in

fulfillment of its obligations under this contract shall be the property of Baca County, who shall have sole and complete discretion regarding their use and distribution. All work products shall be delivered to Baca in a mutually agreed upon hardcopy and/or electronic format suitable for including in reports and folders.

TABLE 1: PRIMARY EHS PROGRAMS PCPHE WILL PROVIDE

Environmental Health Service Program/Work Activity	Product Output	Estimated Quantity of Products
Administration Service Work Activity	Administration Service Report	2
Program Development and Implementation Work Activity	EHS Program	1
On-site Wastewater Treatment System (OWTS) Permit and Construction Compliance Inspection Program	Permits/Inspection Reports	Fee structure is set per County
OWTS Malfunction Investigation Program	Complaints	1
Retail Food Establishment Inspection Program	Inspection Reports	45
Child Care Facility Inspection Program	Inspection Reports	6
Public and Semi-public Pool and Spa Inspection Program	Inspection Reports	1
Mobile Home Park Inspection Program	Inspection Reports	0
School Safety Inspection Program	Inspection Reports	6
Body Art Studio Inspection Program	Inspection Reports	0
Environmental Health Service Request Response Program	Service Request Response Report	0
Adult & Child Protection	Investigation Reports	2
Zoonotic Disease	Investigation Reports	1
HCSFO/CAFO	Investigation/Inspection Reports	0
Nuisance Complaints	Investigation Reports	1

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

TABLE 2: LIST OF PRINCIPAL PCPHE ENVIRONMENTAL HEALTH SERVICE PROGRAMS

AIR QUALITY

- Verification of complaints and assist the state as requested

ENVIRONMENTAL COMPLIANCE AND COMMUNITY SAFETY

- Illegal dumping investigation
- Advise BCPHA and Baca County BOH regarding nuisance complaints
- Clandestine methamphetamine laboratory closure assistance

ENVIRONMENTAL PLANNING AND CONSULTING

- General environmental consulting
- Public information
- Adult and child protection environmental consulting

FOOD SAFETY AND SANITATION

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

INSTITUTIONAL SANITATION AND SAFETY

- Child Care Facility Inspection Program
- School Safety Inspection Program

RADON

- Indoor Air Radon Sampling and Mitigation Consulting Program

PUBLIC ACCOMMODATIONS, BODY ART, SWIMMING POOLS AND RECREATIONAL SPAS

- Complaint investigations and enforcement

WATER QUALITY

- On-site Wastewater Treatment System (OWTS) Regulation Development
- OWTS Permit and Construction Compliance Inspection Program
- OWTS Malfunction Investigation

ZOOZOSES

- Zoonotic Disease (Plague, Tularemia, Rabies, West Nile Virus) Surveillance and Investigation Program

Notes

1. All regulatory programs are conducted according to applicable and appropriate federal, state, and local rules and regulations.
2. All services provided meet applicable best practices standards.
3. Each program is designed to provide the essential public health services as needed.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: January 10, 2023

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 01/04/2023

Return Originals to: Meagan Hillman PCPHE Director

Number of originals to return to Submitter: 2

Contract Due Date: Effective 01/01/2023

Item Title/Recommended Board Action: Environmental Health Services Agreement for Kiowa County, Amount \$1,676.00 for 2023 services. Commissioners requested to sign.

Justification or Background: Annual agreement for PCPHE to provide EH services for Kiowa County

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!



Public Health
Prevent. Promote. Protect.

Powers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

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

www.powerscounty.net

THIS AGREEMENT is made and entered into this 14th day of December 2022 by and between **Powers County, Colorado, c/o Powers County Public Health and Environment**, and **Kiowa County, Colorado, c/o Kiowa County Public Health (KCPH)**, by and through its **Board of Health (BOH)**.

WITNESSETH

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

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

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

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

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

1. TERM

This Agreement shall be in effect for the period January 1, 2023 through December 31, 2023.

2. RESPONSIBILITIES

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

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

3. COMPENSATION AND PAYMENT – ENVIRONMENTAL HEALTH SERVICES

- a. PCPHE shall bill KCPH a flat fee of \$1,676 for CY 2023 for approximately 20 hours of service for any environmental health services rendered to Kiowa County or its citizens. The hourly rate for the initial term of this agreement shall be \$80.00 per hour, regardless of which PCPHE employee performed the services, at an annual rate not to exceed \$1,676. No additional indirect rate shall be charged by PCPHE for environmental health services. All revenues received from state or federal sources for provision of these services, and any fees collected in performance of them, unless passed through to any other agency as required by state or federal law, or CDPHE rules and regulations, shall be retained by PCPHE. Such fees shall be established by the Kiowa County Board of Health, in accordance with state or federal law, or CDPHE rules and regulations.
- b. PCPHE staff will document hours and activities spent on environmental health services for Kiowa County; these hours and activities will be documented and submitted to the KCPH semi-annually and an annual summary will also be provided.
- c. PCPHE shall submit an invoice to KCPH by February 15, 2023 in the amount of \$1,676.
- d. KCPH shall submit payment to PCPHE within thirty (30) days after receipt of the invoice.

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

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

5. INSURANCE

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

6. NON-ASSIGNMENT

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

7. OFFICIALS NOT TO BENEFIT

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

8. EQUAL EMPLOYMENT OPPORTUNITY

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

9. ILLEGAL ALIENS

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

10. STATUTES, REGULATIONS AND ORDINANCES

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

11. NON-APPROPRIATION

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

12. SEVERABILITY

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

13. TERMINATION

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

14. NOTICES

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

PCPHE - Environmental Health Representative:

Prowers County Public Health and Environment
Meagan L Hillman PA-C, MBA, Director
Kedge Stokke, Environmental Health Specialist
1001 S Main
Lamar, CO 81052

KCPH Representative:

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

15. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of _____, 2022,
to be effective as of January 1, 2023.

PROWERS COUNTY

Chairman BOCC

Date

KIOWA COUNTY



Chairman BOCC

12-14-2022

Date

EXHIBIT 1

ENVIRONMENTAL HEALTH SERVICES SCOPE OF WORK

GENERAL DESCRIPTION

PCPHE shall provide the Environmental Health Service Programs listed in Table 1 to Kiowa County during the period beginning January 1, 2023 and ending December 31, 2023.

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

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

SPECIFICATIONS

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

RECORDS AND RECORD MANAGEMENT

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

ENFORCEMENT

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

WORK PRODUCTS

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

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

TABLE 1: PRIMARY EHS PROGRAMS PCPHE WILL PROVIDE

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

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

TABLE 2: LIST OF PRINCIPAL PCPHE ENVIRONMENTAL HEALTH SERVICE PROGRAMS

AIR QUALITY

- Verification of complaints and assist the State as requested

ENVIRONMENTAL COMPLIANCE AND COMMUNITY SAFETY

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

ENVIRONMENTAL HEALTH CONSULTING

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

FOOD SAFETY AND SANITATION

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

INSTITUTIONAL SANITATION AND SAFETY

- Child Care Facility Inspection Program
- School Safety Inspection Program

RADON

- Indoor Air Radon Sampling and Mitigation Consulting Program

PUBLIC ACCOMMODATIONS, BODY ART, SWIMMING POOLS AND RECREATIONAL SPAS

- Complaint investigation and compliance

WATER QUALITY

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

ZOO NOSES

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

Notes

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

