

PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS

JANUARY 23, 2024

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

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

WORK SESSION

9:00 a.m. Judy Wittman, Prowers County Treasurer
- Updates

9:30 a.m. Claire McWilliams, Logan Simpson
- Prowers County Comprehensive Plan Update

10:30 a.m. Staffon Warn, Prowers County Rural Fire Chief
- Update

11:00 a.m. Pete Hernandez, Interim Director OPC
- Update and new HCPF Project Manager

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

MEETING AGENDA

1:00 p.m. Invocation

Pledge of Allegiance

Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of January 9, 2024 Meeting Minutes

PUBLIC APPEARANCES

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

Mark Westhoff

- County Administrator Update

Rose Pugliese, Esq.

- County Attorney Update

EXECUTIVE SESSION

- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions related to **Part I**-CIC Contract and **Part II**-County Investments.

ACTION ITEMS:

1. Consider approval of designating Ron Cook as 2024 County Health Pool Representative, Mark Westhoff as Alternate Representative, Brenda Brown and Mindy Maestas as designated Correspondent Representatives.
2. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for LCC AG, event scheduled for March 27, 2024.
3. Consider ratifying 1-9-2024 verbal poll approval of submitting the 2024 Emergency Management Performance Grant/Local Emergency Management Support (EMPG/LEMS 2024) Application, total Project \$65,972.00.
4. Consider ratifying 1-12-2024 email poll approval for 2024 Certification of Tax Levies and Revenues as of January 1, 2024.
5. Consider Approval of 2023 Semi Annual Report of the Prowers County Treasurer, July 1, 2023 to December 31, 2023.

6. Consider ratifying 1-15-2024 email poll approval of \$50,000 Grant Application to the Buell Foundation by Welcome Home Child & Family Center and authorizing Welcome Home Center Deputy Director, Jill Hopper to submit the grant electronically.
7. Consider ratifying 1-15-2024 email poll approval of \$10,000 Grant Application to the Anschutz Family Foundation by Welcome Home Child & Family Center and authorizing Welcome Home Center Deputy Director, Jill Hopper to submit the grant electronically.
8. Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2024 and ending December 31, 2024 with the following counties: Moffat, Park, San Juan and Weld and authorizing Lanie Meyers-Mireles, Director of Human Services, to execute the documents.
9. Consider approval of appointing one (1) Member to the Prowers County Planning Commission Board with a term expiring January 2026.
10. Consider approval of Underground and Utility Permit No. 966 for NPL Construction to install a gas line for Atmos Energy at Section 30 Township 44 Range 23 South, location County Road 19.
11. Consider approval of a Resolution to Transfer 2024 Revenue between Sales tax Fund to County General Fund in the amount of \$1,500,000.00.

PREVIOUSLY TABLED ACTION ITEMS:

1. NONE

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: 01/23/2024

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 01/05/2024

Return Originals to: Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date: 2/09/2024

Item Title/Recommended Board Action:

Consider approval of designating Ron Cook as 2024 County Health Pool Representative, Mark Westhoff as Alternate Representative, Brenda Brown and Mindy Maestas as designated Correspondent Representatives

Justification or Background:

Approve and Sign form to be returned to County Health Pool designating official Prowers County Representatives and Correspondent Individuals for 2024

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):

DESIGNATION OF REPRESENTATIVE TO COUNTY HEALTH POOL

WHEREAS, the governing body of Prowers County ("Public Entity") is advised that the business to be conducted at Members' Meetings of the County Health Pool must be transacted by the Official Representative of each Member; NOW, THEREFORE, BE IT RESOLVED, that the governing body of Prowers County ("Public Entity"), hereby and herewith: designates the following individual as its Official Representative to all County Health Pool Members' meetings;

NAME: Ron Cook
TITLE: BOCC Chairman
ADDRESS: 301 S Main St, Ste 215, Lamar, CO 81052
PHONE: 719-336-8025 EMAIL: rcook@prowerscounty.net

If applicable, the Designated Alternate Representative is;

NAME: Mark Westhoff

PUBLIC ENTITY DESIGNATED CORRESPONDENT (individual(s) that will receive monthly billing invoices, provide enrollment terms/add/changes and other general correspondences intended for distribution to employees)

NAME: <u>Brenda Brown</u>	NAME: <u>Mindy Maestas</u>
TITLE: <u>HR Mgr / Payroll Clerk</u>	TITLE: <u>DHS Office Manager</u>
ADDRESS: <u>301 S Main St, Ste 215, Lamar, CO 81052</u>	ADDRESS: <u>1001 S Main St, Lamar, CO 81052</u>
PHONE: <u>719-336-8025</u>	PHONE: <u>719-336-7486 xt 117</u>
EMAIL: <u>bbrown@prowerscounty.net</u>	EMAIL: <u>mmaestas@prowerscounty.net</u>

COMPLETED BY: _____
(**MUST** be completed and signed by governing body)

DATE: _____



**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 1-23-2024

Submitter: Administration Office

Submitted to the County Administration Office on: 1-9-2024

Return Originals to: Jana Coen & Administration Office

Number of originals to return to Submitter: 3

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for LCC AG, event scheduled for March 27,2024.

Justification or Background: Annual event

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PROWERS COUNTY FAIRGROUNDS FACILITY RENTAL AGREEMENT

<p>Today's Date: <u>7 Jan 24</u></p> <p>Name of Organization: <u>LCC Ag</u></p> <p>Name & Address of Authorized Agent: <u>Brian Gauch Ph.D.</u> <u>2401 S. Main St.</u> <u>Lamar, CO 81052</u> Phone: <u>719-336-1626(0) 719-641-5718c</u> Sales Tax ID: _____</p>	<p>Date(s) of Events: <u>27 Mar 24</u></p> <p>Set Up Time: <u>0700</u> <u>am</u> pm</p> <p>Event Starts: <u>0830</u> <u>am</u> pm</p> <p>Finish Time: <u>1600 (4)</u> <u>am</u> <u>pm</u></p> <p style="text-align: center;"> <input checked="" type="radio"/> Arena <input checked="" type="radio"/> Home Ec <input type="radio"/> Centennial <input checked="" type="radio"/> Vaqueros <input type="radio"/> Pavilion </p>
<p>Type of Event: <u>LCC FFA CDE Contests</u> <u>livestock judging</u></p>	

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

Brian 2 Gauch _____ 7 Jan 24 _____
 Authorized Agent Date

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

Rental Approved:

Patron Williams _____ 1-9-24 _____
 Maintenance & Facilities Director Date

 Chairman Date
 Prowers County Board of Commissioners

For County Use Only:

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

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

or stipulated in this document. Prowers County Personnel will only be made available during off-hours in the event of an emergency pertaining to life safety or unsanitary conditions. All other unexpected occurrences should be documented and will be addressed on the next regular work day.

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

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

Date: 7 Jan 24

Organization: LCC Ag

Authorizing Agent Printed name: Brian Q. Gauck, Ph.D.

Authorizing Agent Signature: Brian Q Gauck

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: _____

PROWERS COUNTY HOME EC BUILDING
2206 SADDLE CLUB DRIVE, LAMAR, CO 81052



Today's Date: <u>7 Jan 24</u>	Date(s) of Events: <u>27 Mar 24</u>
Name: <u>Brian Gauch Ph.D.</u>	Set Up Time: <u>0700</u> <u>am</u> pm
Address: <u>2401 S. Main St</u>	Event Starts: <u>0830</u> <u>am</u> pm
<u>Lamar, CO 81052</u>	Finish Time: <u>1600 (4)</u> am <u>pm</u>
	Phone: <u>719-641-5718 (c)</u> <u>719-336-1626 (o)</u>
Type of Event: <u>LCC FFD CDE Contests</u>	

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

Brian Gauch
Sign

7 Jan 24
Date

For County Use Only:

Date Booking Fee Paid \$25.00: _____

Date Damage Deposit Paid \$75.00: _____

Date Rental Fee Paid \$225.00: _____

- c) Re-stock restrooms with toilet paper and paper hand towels as needed throughout the event. The Fairgrounds Caretaker will make these items available to users.
- d) Pick-up trash and leave fixtures, appliances, and counter surfaces clean. Sweep and mop, or vacuum indoor floor surfaces.
- e) Make appropriate arrangements for providing the necessary crowd control, public safety, and building security for the event.
- f) Ensure that scheduled events end at 12:00 Midnight, no exceptions.

18. Prowers County assumes no responsibility for lost or stolen items.

19. **Alcohol is not allowed on the Fairgrounds at any time.**

20. Building or grounds emergency call: 931-0034 or 931-9335. Medical or safety emergency call: 911.

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

Date: 7 Jan 24

Organization: Lamar Community College Ag

Authorizing Agent Printed name: Brian Q. Gauck Ph.D.

Authorizing Agent Signature: Brian Q. Gauck

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

<p>Today's Date: <u>7 Jan 24</u></p> <p>Name: <u>Brian Gauck, Ph.D.</u></p> <p>Address: <u>2401 S. Main St.</u> <u>Lamar, CO 81052</u></p>	<p>Date(s) of Events: <u>27 Mar 24</u></p> <p>Set Up Time: <u>0700</u> <u>am</u> pm</p> <p>Event Starts: <u>0830</u> <u>am</u> pm</p> <p>Finish Time: <u>1600</u> <u>(4)</u> am <u>pm</u></p> <p style="text-align: center;"><u>719-641-5718 c</u></p> <p>Phone: <u>719-336-1626 o</u></p>
<p>Type of Event: <u>LCC FFA CDE Contests</u></p>	

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

Brian Gauck
Sign

7 Jan 24
Date

For County Use Only:

Date Booking Fee Paid \$25.00: _____ Date Damage Deposit Paid \$150.00: _____

Date Rental Fee Paid \$150.00: _____

Liability Insurance received: Yes _____ No _____ N/A _____ Date: _____

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

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

- c) Re-stock restrooms with toilet paper and paper hand towels as needed throughout the event. The Fairgrounds Caretaker will make these items available to users.
- d) Pick-up trash and leave fixtures, appliances, and counter surfaces clean. Sweep and mop, or vacuum indoor floor surfaces.
- e) Make appropriate arrangements for providing the necessary crowd control, public safety, and building security for the event.
- f) Ensure that scheduled events end at 12:00 Midnight, no exceptions.

18. Prowers County assumes no responsibility for lost or stolen items.

19. Alcohol is not allowed on the Fairgrounds at any time.

20. Limit capacity to 26 people (which is 50% of building capacity)

21. Collect contact information of guests by having sign-in sheets to help with potential exposure notification whenever possible.

22. Ensure 6 feet or more distancing between all attendees

23. IF THERE IS A CONFIRMED CASE OF COVID-19 AMONG GUESTS the event organizers must notify and cooperate with their local public health agency on next steps. Contact Prowers County Public Health 719-336-8721

24. Building or grounds emergency call: 931-0034 or 931-9335. Medical or safety emergency call: 911.

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

Date: 7 Jan 24

Organization: Lamor Community College Ag.

Authorizing Agent Printed name: Brian Q Gauck, Ph.D.

Authorizing Agent Signature: Brian Q Gauck

PROWERS COUNTY
REQUEST FOR WAIVER OF FEES AT FAIRGROUNDS

On behalf of Lamar Com College, I do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because

LCC Ag is hosting Regional FFA CDE
Contests on March 27, 2024 as an education
and career event for regional high
school programs.

Mar 27, 2024
Date(s) of Event

Brian Z Gauch
Authorized Agent

9 Jan 24
Date

Request is approved with the following conditions:

Chairman
Powers County Board of Commissioners

Date: _____

Request is denied for the following reason:

Chairman
Powers County Board of Commissioners

Date: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1-23-2024

Submitter: Staffon Warn, Rural Fire Chief

Submitted to the County Administration Office on: Verbal poll 1-9-2024

Return Originals to: 2

Number of originals to return to Submitter: 1

Contract Due Date: 1-12-2024

Item Title/Recommended Board Action:

Consider ratifying 1-9-2024 verbal poll approval of submitting the 2024 Emergency Management Performance Grant/Local Emergency Management Support (EMPG/LEMS 2024) Application, total Project \$65,972.00.

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):

Application - Prowers EMPG/LEMS

Draft

Application Summary

This form outlines all project details, including Scope of Work, all costs, and location worksheets.

Title: Prowers EMPG/LEMS

Total Project Cost: \$65,972.00

Eligible Amount: \$65,972.00

Funding Sources: Federal - \$0.00

State - \$0.00

Local - \$0.00

FEMA Federal Number - < no value >

Obligation Data: [Edit](#)

Workflow Summary

Current Step: 1) Unsubmitted
Description: Submission

 **Draft**

Grant

EMPG-24 Emergency Management Performance Grant (EMPG)

Emergency Management Performance Grant

Start Date: January 1, 2024

End Date: December 31 2024

Work Deadline: September 30, 2026

CFDA Number: 97.042

Applicant

Prowers County

County Jurisdiction: Prowers

Prowers County (Region -

South East, Statewide,

Service Area - Southeast

Region)

UEI: Y8C4HSXY95M6

FIPS:

FEIN #: 846000796

DUNS #: 014854343 Type:

County

Physical/Mailing: 2506 South

Main Street

Lamar, CO, 81052-3927

Jurisdiction Information

Summary Information

Grant:	EMPG-24 Emergency Management Performance Grant (EMPG)
Project Type:	EMPG-LEMS Project(General ND Application - standardND/)
Project Title:	Prowers EMPG/LEMS <small>Used to help identify the Project. Ex: "Jurisdiction - Project Name".</small>
Allocation Category:	Local Project
Service Area:	Service Area - Southeast <small>Only regions that have a local share allocated on the Grant are displayed.</small>
This application contains Work Activity and Costs in the following areas:	Planning <small>Hold Ctrl key to select multiple areas.</small>
Project Description:	Financial support for the Prowers County Emergency Management Prcgram <small>Provide a brief, but detailed, description of the Project.</small>
Emergency Manager Contact:	Staffon Warn - Director Edit Email Address: staffon.warn@prowerscounty.net Phone: 719-336-2674
Emergency Management Employment Status:	Full Time
Hours worked per week for jurisdiction in all job titles:	20
Hours worked per week devoted to Emergency Management:	20
Emergency Manager Reporting Manager Title:	Chairman BOCC
Chief Financial Officer:	Paula Gonzales - finance driector/budget officer Edit Email Address: paula.gonzales@prowerscounty.net Phone: 719-336-8030

Senior Elected Official Name: Ron Cook

Senior Elected Official Title: Chairman, BOCC

Chief Executive Official: Paula Gonzales

Additional Emergency Management Staff			
Type	Number	Total Staff Hours/Week	Total EM Hours/Week
Full Time Professional	1	20	20
Full Time Clerical	0	0	0
Part Time Professional	0	0	0
Part Time Clerical	0	0	0
Volunteer	0	0	0
Other Personnel	0	0	0
Totals	1	20	20

Jurisdiction Information

Agency or Jurisdiction DUNS #: 014854343

Unique Entity Identifier (UEI): Y8C4HSXY95M6

Congressional District: Lamar

Agency or Jurisdiction Physical Address

Address Line 1: 2506 South Main Street

Address Line 2:

City: Lamar

State: CO - Colorado

Zip Code: 81052-3927

Agency or Jurisdiction Mailing Address

Name:

Only needed if different from Applicant name

Copy Agency or Jurisdiction

Physical Address:

Primary Award Performance Location

Same as above address:

Personnel

Staffing Pattern

Employee Details	Gross Annual Salary	Gross Annual Benefits	Total Hours Per Week	EM Hours Per Week	% EM Hours Per Week	EMPG Eligible Salary	EMPG Eligible Benefits	
Name: Staffon Warn								
Title: Director								
Type: Full-Time Employee	\$26,771.00	\$3,941.00	20.00	20.00	100.00%	\$26,771.00	\$3,941.00	Edit
Start Date: Oct 1, 1992								
Grand Total	\$26,771.00	\$3,941.00				\$26,771.00	\$3,941.00	
Add Employee								

EMPG Required Training

Certificate Date	Employee	Course Name or Number	Certificate
Certificate Date and Upload are not required at time of Application.			

Program Budget

The EMPG Eligible Salaries & Benefits amount from the Personnel form has already been added as a Project Cost.

Please use the below expense table to add any additional costs related to your EMPG project.

Note: Changes to the Personnel form require saving in order to see the most up to date value on the Project Cost line below.

Estimated Expenses

Type	Description	Qty	Price	Total
Salary & Benefits	Personnel Costs	1	\$ 30,712.00	\$30,712.00
Other	Telephone	1	\$ 2,500.00	\$2,500.00
Travel	Mileage/Meeting Expense	1	\$ 150.00	\$150.00
Other	Education and Seminars	1	\$ 250.00	\$250.00
Other	EOC Maintenance Contracts	1	\$ 1,300.00	\$1,300.00
Other	EOC Utilities	1	\$ 1,450.00	\$1,450.00
Other	Dues/Subscriptions/Registrations	1	\$ 100.00	\$100.00
Other	EOC Building Maintenance	1	\$ 2,500.00	\$2,500.00
Other	EOC Equipment Repair/Maintenance	1	\$ 3,500.00	\$3,500.00
Other	Office Supplies	1	\$ 500.00	\$500.00
Other	Operating Supplies	1	\$ 500.00	\$500.00
Other	Computer Supplies and Support	1	\$ 500.00	\$500.00
Other	Capital Outlay - Construction of a storage garage for the mass care, surge, command post and light tower trailers	1	\$ 22,000.00	\$22,000.00
Other	Treasurer Fees	1	\$ 10.00	\$10.00
Application Total				\$65,972.00
Grand Total				\$65,972.00

Awarded Amount:

\$

State Use Only

Required field represents the approved grant award amount by the State for this application.

Total Overmatch: \$65,972.00

Funding Sources

Method:	By Percent	By Amount
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Federal Award Amount:	%	\$0.00
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Local Match Amount:	%	\$0.00
---------------------	---	--------

Total Program:	0 %	\$0.00
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This field must equal 100%

Certifications

Federal Funding Accountability and Transparency Act Certification (FFATA)

You shall report the names and total compensation of each of the five most highly compensated executives for the preceding completed fiscal year, if:

- a. in the sub-grantee's preceding fiscal year, the sub-grantee received
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 73o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Are all of the above statements true? ☐ No

Certifications

By checking this box and typing my name below, I am electronically signing this application and certifying that the information provided is true, accurate, and complete to the best of my knowledge. I also certify that:

- The funds requested will be utilized in accordance with federal and state laws and regulations;
- The request does not supplant other funds;
- Requesting entity is NIMS compliant.

Name of Agency Authorized Representative: Staffon Warn

Date: Jan 5, 2024

Planning Work Plan

Upload Current EOP:



PROWERS BASIC EOP Signed 12-28-21

Jan 7, 2024

EMF #: 1 - Finance and Administration

Edit

- Project Name: Budget and grant administration
- Project Objective: Submit Progress and Claims Reports
- Quarter 1 Action/Deliverables: Submit 1st QTR Progress and Claims
- Quarter 2 Action/Deliverables: Submit 2nd QTR Progress and Claims
- Quarter 3 Action/Deliverables: Submit 3rd QTR Progress and Claims
Prepare, submit and present OEM budget to BOCC
- Quarter 4 Action/Deliverables: Submit 4th QTR Progress and Claims
Prepare EMPG/LEMS for 2024 and submit to BOCC

EMF #: 4 - Hazard Mitigation Plans and Projects

Edit

- Project Name: Mitigation Plan Update
- Project Objective: Update of the Southeast Mitigation Plan including Prowers County
- Quarter 1 Action/Deliverables: Apply for grant funding for assistance
Establish timelines and RFP for vendors
- Quarter 2 Action/Deliverables: Select vendor Establish county meeting dates and locations
- Quarter 3 Action/Deliverables: Coordinate meetings with partners for collaboration, Establish for public review and input
- Quarter 4 Action/Deliverables: Coordinate submittals of changes and review. Present final document for signatures

EMF #: 5 - Emergency Operations Plans

Edit

- Project Name: Prowers Basic Plan
- Project Objective: Update and include items from the EOP review tool to the enhanced version. Utilizing CPG 101 V3
- Quarter 1 Action/Deliverables: Review and insert changes to Basic EOP
- Quarter 2 Action/Deliverables: Review current plan at a combined stakeholders meeting and garner input and added changes.
- Quarter 3 Action/Deliverables: Insert additions from the stakeholders and present completed document for review of the same. Make any corrections as needed.
- Quarter 4 Action/Deliverables: Present completed document to BOCC for approval.

EMF #: 5 - Emergency Operations Plans

Edit

- Project Name: Emergency Support Functions
- Project Objective: Review ESF's with support agency input
Generate new ESF's and review with lead support agencies
- Quarter 1 Action/Deliverables: Provide each ESF with an editable copy of their respective ESF for review and updates/inclusions
- Quarter 2 Action/Deliverables: Generate ESF with edits
- Quarter 3 Action/Deliverables: Lead agency approval
- Quarter 4 Action/Deliverables: Provide ESF's to BOCC for approval

EMF #: 8 - Exercises

Edit

- Project Name: Exercise
- Project Objective: Attend and participate in table top, functional and full scale exercises
- Quarter 1 Action/Deliverables: Outdoor warning system exercise for county wide system to include IPAWS and Code Red.
- Quarter 2 Action/Deliverables: NA
- Quarter 3 Action/Deliverables: Nursing home evacuation and relocation
Exercise communications tower with local HAM club
- Quarter 4 Action/Deliverables: NA

EMF #: 15 - Crisis Communication, Public Information and Education

[Edit](#)

- Project Name: Public Education and Outreach
- Project Objective: Establish NOAA Storm Spotter Class
Provide awareness information at County Fair

- Quarter 1 Action/Deliverables: Establish venue and date for storm spotters class.
- Quarter 2 Action/Deliverables: Storm spotter class
- Quarter 3 Action/Deliverables: Present awareness information and display response equipment at the county fair.
- Quarter 4 Action/Deliverables: NA

EMF #: 14 - Facilities Management

[Edit](#)

- Project Name: EOC Readiness
- Project Objective: Repair and perform maintenance on the EOC Contact and schedule repairs Repairs by EM depending on severity Generator diesel tank inspections
Schedule/price/purchase and oversee storage building construction

- Quarter 1 Action/Deliverables: Storage building design and price.
- Quarter 2 Action/Deliverables: Oversee construction and installation
- Quarter 3 Action/Deliverables: Occupy new structure.
- Quarter 4 Action/Deliverables: NA

EMF #: 9 - Incident Management

[Edit](#)

- Project Name: LEPC Meetings
- Project Objective: Conduct stakeholder meetings

- Quarter 1 Action/Deliverables: Scheduled meeting February 29th
- Quarter 2 Action/Deliverables: Scheduled meeting April 25th
- Quarter 3 Action/Deliverables: Scheduled meeting July 25
- Quarter 4 Action/Deliverables: Scheduled meeting September 26th

EMF #: 7 - Training

[Edit](#)

- Project Name: EMPG Training
- Project Objective: Complete all required EMPG training

- Quarter 1 Action/Deliverables: Attend CEMA Conference Complete all required EMPG training
- Quarter 2 Action/Deliverables: NA
- Quarter 3 Action/Deliverables: NA
- Quarter 4 Action/Deliverables: NA

EMF #: 13 - Resource Management

[Edit](#)

- Project Name: Assure operability of OEM equipment
- Project Objective: Test or check for readiness command, mass care, surge, comm tower and light tower trailers. CRFF Agreements Salamander WEBEOC

- Quarter 1 Action/Deliverables: Communications tower update Check light tower Check IC trailer
- Quarter 2 Action/Deliverables: Update resources in WEBEOC
- Quarter 3 Action/Deliverables: Check/Inventory Mass Care and Surge Trailer
- Quarter 4 Action/Deliverables: Update and submit CRFF Agreement

EMF #: 10 - Communications

[Edit](#)

- Project Name: Communication System Readiness
- Project Objective: Check and maintain radio cache Test and maintain outdoor warning siren system

- Quarter 1 Action/Deliverables: Check operability of radio cache Outdoor warning siren test each month
- Quarter 2 Action/Deliverables: Check operability of radio cache Outdoor warning siren test each month
- Quarter 3 Action/Deliverables: Check operability of radio cache Outdoor warning siren test each month
- Quarter 4 Action/Deliverables: Check operability of radio cache Outdoor warning siren test each month

[Add Project](#)



COLORADO

Division of Homeland Security
& Emergency Management

Department of Public Safety

Signature Authorization Form

All fields on this form must be completed to be accepted.

All authorizations require two (2) or more signatures depending on the authorization purpose. This form allows saving for single signatures to supplement for three (3) or more required signatures.

For Application authorizations ONLY:

- Please indicate the Grant Program and Year in place of the award agreement encumbrance number below.
- Applications which require more than two (2) signatures, please complete additional forms as necessary to fulfill the requirements for signatures as outlined in the instructions for the grant application.

SUBRECIPIENT NAME: Prowers County

AWARD AGREEMENT

ENCUMBRANCE NUMBER: 2024

Please select the authorization purpose for this signature submission: Authorize Application



The Subgrantee and responsible signatories certify by signing that they have read and understand the Application including the grant requirements, and if awarded, are fully cognizant of their duties and responsibilities for this grant and will comply with, and follow, all requirements established in Federal and DHSEM grant guidance. The Subgrantee understands and agrees that any subgrant award received as a result of this application shall incorporate by reference the information contained herein.

Signature Authorization Section:

PRINTED: Signature #1 Name Ron Cook

PRINTED: Signature #2 Name Staffon Warn

TITLE for Signature #1 Chairman, BOCC

TITLE for Signature #2 Director

EMAIL for Signature #1 rcook@prowerscounty.net

EMAIL for Signature #2 staffon.warn@prowerscounty.net

PHONE for Signature #1 (719) 336-8025

PHONE for Signature #2 (719) 336-2674

DATE of Signature #1

DATE of Signature #2

Ron Cook
Signature #1

Staffon Warn
Signature #2

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 1-23-2024

Submitter: Mark Westhoff, County Administration

Submitted to the County Administration Office on: Email Poll 1-12-2024

Return Originals to: Andy Wyatt & Jana Coen

Number of originals to return to Submitter:

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 1-12-2024 email poll approval for 2024 Certification of Tax Levies and Revenues as of January 1, 2024.

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):

15-DPT-AR
3-CLR-01
REV 11/18

County FIPS Code: 099

**Tax Year 2023
Budget Year 2024**

**Certification of Levies and Revenue
By
Prowers County Commissioners**

**State of Colorado
Division of Property Taxation
Department of Local Affairs
1313 Sherman Street, #419
Denver, Colorado 80203**

Distribution:

Property Tax Administrator - 1 COPY
Division of Local Government - 1 COPY
School Finance Office - 1 COPY
Assessor - 1 COPY
Board of County - 1 COPY

Prepared ANDREW B. WYATT

Phone No. 719-336-8000

CERTIFICATION OF LEVIES AND REVENUES

As of January 1, 2024

Prowers County (099)

Summary of Levies and Revenues

Type of Levy	Assessed Valuation	General Temp Tax Credit Revenue	Bond Contractual Obligation	Overrides Transportation Revenue	Other* Revenue	Total Revenues
Schools						
Districts	\$150,132,568	\$4,053,579	\$590,903	\$0	\$17,661	\$4,246,570
		-\$415,573	\$0	\$0		
Subtotal:		\$4,053,579	\$590,903	\$0	\$17,661	\$4,246,570
		-\$415,573	\$0			
Local Government						
Counties	\$150,132,568	\$4,079,102	\$0	\$0	\$0	\$4,079,102
		\$0	\$0	\$0		
Cities and Towns	\$39,721,139	\$593,325	\$0	\$0	\$5,101	\$598,426
		\$0	\$0	\$0		
Local Improv. and Service	\$492,607,724	\$979,460	\$0	\$0	\$4,955	\$971,886
		-\$12,528	\$0	\$0		
Subtotal:		\$5,651,886	\$0	\$0	\$10,056	\$5,649,413
		-\$428,102	\$0	\$0		
Total Valuation and	\$150,132,568	\$9,705,466	\$590,903	\$0	\$27,716	\$9,895,983
		-\$428,102	\$0	\$0		

* See detail for specific fund type and

CERTIFICATION:

STATE OF COLORADO

)
) ss:

Prowers County (099)

I, RON COOK

, Chairman, Board of County Commissioners Prowers County (099)

State of Colorado, do hereby certify that the above and foregoing are true copies of valuations as certified to County Commissioners by the

levies and revenue are certified to the Assessor and Property Tax Administrator by the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my

January

, 2024.

Lamar, Colorado,

Colorado,

12th

day of

Chairman, Board of County Commissioners

School Districts

District Name and Number	Assessed Value	(1) Total Program and Categorical	(3) Bond Redemption^	(5) Abatement	ADA Asbestos/Special*	Total					
		(2) Temp Tax	(4) Override Mill	(6)	Other						
		Levy	Revenue	Levy	Revenue	Levy	Revenue				
School Districts											
Granada RE-1 School District # 2650	17,324,312	27.000	467,756	0.000	0	0.219	3,794	0.000	0	27.219	471,550
		0.000	0	0.000	0	0.000	0	0.000	0		
Lamar RE-2 School District # 2660	94,341,259	27.000	2,547,214	3.583	338,025	0.131	12,359	0.000	0	26.309	2,482,024
		-4.405	-415,573	0.000	0	0.000	0	0.000	0		
Holly RE-3 School District # 2670	28,860,778	27.000	779,241	8.762	252,878	0.000	0	0.000	0	35.762	1,032,119
		0.000	0	0.000	0	0.000	0	0.000	0		
Wiley RE-13 JT School District # 2680	9,606,219	27.000	259,368	0.000	0	0.157	1,508	0.000	0	27.157	260,876
		0.000	0	0.000	0	0.000	0	0.000	0		
Total:	\$150,132,568		\$4,053,579		\$590,903		\$17,661		\$0		\$4,246,570
			-\$415,573		\$0		\$0		\$0		

County Purposes

Assessed Value	(1) General		(3) Bond Redemption^		Capital / Special*		Total
	(2) Temp Tax Levy	Revenue	(4) Contractual Levy	Revenue	Abatement Levy	Revenue	
General	21.670	\$3,253,373	0.000	\$0~	0.000	\$0	21,670 \$3,253,373
	0.000	\$0	0.000	\$0~	0.000	\$0	
Road And Bridge	3.000	\$450,398	0.000	\$0~	0.000	\$0	3,000 \$450,398
	0.000	\$0	0.000	\$0~	0.000	\$0	
Public Welfare	2.500	\$375,331	0.000	\$0~	0.000	\$0	2,500 \$375,331
	0.000	\$0	0.000	\$0~	0.000	\$0	
Total:	27.170	\$4,079,102	0.000	\$0~	0.000	\$0	27,170 \$4,079,102
	0.000	\$0	0.000	\$0~	0.000	\$0	

Cities and Towns

Assessed Value	(1) General		(3) Bond Redemption^		Capital / Special* Abatement	Total	
	(2) Temp Tax Levy	Revenue	(4) Contractual Levy	Revenue		Levy	Revenue
Granada	8.830	\$7,959	0.000	\$0 ^	1.634	10.464	\$9,432
	0.000	\$0			0.000		\$0
Hartman	21.255	\$1,452	0.000	\$0 ^	0.000	21.255	\$1,452
	0.000	\$0			0.000		\$0
Holly	28.866	\$67,046	0.000	\$0 ^	0.000	30.428	\$70,674
	0.000	\$0			1.562		\$3,628
Lamar	13.239	\$468,119	0.000	\$0 ^	0.000	13.239	\$468,119
	0.000	\$0			0.000		\$0
Wiley	45.570	\$48,750	0.000	\$0 ^	0.000	45.570	\$48,750
	0.000	\$0			0.000		\$0
Total:		\$593,325		\$0 ^			\$598,426
		\$0		\$0 ~			\$3,628

Local Improvement and Service Districts

Assessed Value	(1) General		(3) Bond Redemption^		Capital / Special* Abatement	Total	
	(2) Temp Tax Levy	Revenue	(4) Contractual Levy	Revenue		Levy	Revenue
Fire Protection Districts							
Holly Fire & Ambulance District	2.289	\$52,403	0.000	\$0 ^	0.000	2.289	\$52,403
	0.000	\$0		\$0 ~	0.000		\$0
Two Buttes Fire Protection District	1.502	\$2,891	0.000	\$0 ^	0.000	1.502	\$2,891
	0.000	\$0		\$0 ~	0.000		\$0
Wiley Rural Fire Protection District	5.000	\$41,306	0.000	\$0 ^	0.000	5.000	\$41,306
	0.000	\$0		\$0 ~	0.000		\$0
Total:		\$96,600		\$0 ^			\$96,600
		\$0		\$0 ~			\$0

Local Improvement and Service Districts										
Assessed Value	(1) General		(3) Bond Redemption^		Capital / Special*		Total		Term	Levy
	(2) Temp Tax	Revenue	(4) Contractual	Revenue	Abatement	Revenue	Levy	Revenue		
Levy	Levy	Revenue	Levy	Revenue	Levy	Revenue	Levy	Revenue	Date	Revenue
Sanitation Districts										
North Lamar Sanitation District	\$1,709,549	10.000	\$17,095	0.000	\$0 ^	\$0	10.000	\$17,095		
	0.000	\$0	0.000	\$0 ~	0.000	\$0				
Wiley Sanitation District	\$1,133,290	4.220	\$4,782	0.000	\$0 ^	\$0	4.220	\$4,782		
	0.000	\$0	0.000	\$0 ~	0.000	\$0				
Total:	\$2,842,839	\$21,878	\$0 ^	\$0 ~	\$0	\$0		\$21,878		
		\$0		\$0 ~		\$0				
Cemetery Districts										
Bent-Prowers Cemetery District	\$6,152,774	4.000	\$24,611	0.000	\$0 ^	\$0	4.000	\$24,611		
	0.000	\$0	0.000	\$0 ~	0.000	\$0				
Bristol-Granada Cemetery District	\$17,307,827	1.562	\$27,035	0.000	\$0 ^	\$0	1.562	\$27,035		
	0.000	\$0	0.000	\$0 ~	0.000	\$0				
East Prowers Cemetery District	\$28,891,949	3.950	\$114,123	0.000	\$0 ^	\$0	3.950	\$114,123		
	0.000	\$0	0.000	\$0 ~	0.000	\$0				
Total:	\$52,352,550	\$165,769	\$0 ^	\$0 ~	\$0	\$0		\$165,769		
		\$0		\$0 ~		\$0				
Water Conservancy Districts										
Lower Arkansas Valley Water Conservancy District	\$88,555,373	1.500	\$132,833	0.000	\$0 ^	\$0	1.503	\$133,099		
	0.000	\$0	0.000	\$0 ~	0.003	\$266				
Southeastern Colo Water Con - Contract	\$60,116,167	0.900	\$54,105	0.000	\$0 ^	\$0	0.857	\$51,520		
	-0.121	-\$7,274	0.000	\$0 ~	0.078	\$4,689				
Southeastern Colo Water Con - Operating	\$60,116,167	0.035	\$2,104	0.000	\$0 ^	\$0	0.031	\$1,864		
	-0.004	-\$240	0.000	\$0 ~	0.000	\$0				

Local Improvement and Service Districts

Assessed Value	(1) General (2) Temp Tax Levy	(3) Bond Redemption (4) Contractual Levy	Revenue	Date	Term	Capital / Special* Abatement	Revenue	Levy	Total Revenue
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Water Conservancy Districts

Total:	\$208,787,707		\$189,042	\$0 ^			\$0		\$186,482
			-\$7,515	\$0 ~			\$4,955		

Other

Bristol Water & Sanitation District	\$386,876	18.497	\$7,156	\$0 ^		0.000	\$0	18.497	\$7,156
		0.000	\$0	\$0 ~		0.000	\$0		
East Prowers Weed Control District	\$42,134,260	1.935	\$81,530	\$0 ^		0.000	\$0	1.816	\$76,516
		-0.119	-\$5,014	\$0 ~		0.000	\$0		
Holly Flood Control, Drainage & Sanitation District	\$2,891,316	3.000	\$8,674	\$0 ^		0.000	\$0	3.000	\$8,674
		0.000	\$0	\$0 ~		0.000	\$0		
Prowers County Hospital District	\$150,132,568	2.723	\$408,811	\$0 ^		0.000	\$0	2.723	\$408,811
		0.000	\$0	\$0 ~		0.000	\$0		

Total:	\$195,545,020		\$506,171	\$0 ^			\$0		\$501,157
			-\$5,014	\$0 ~			\$0		

Local Improvement and Service District	\$195,545,020		\$979,460	\$0 ^			\$0		\$971,886
			-\$12,528	\$0 ~			\$4,955		

Tax Increment Finance

TIF (LG ID)	Entity	Increment Assessed	
		Value	Revenue
Lamar Redevelopment Authority (66149)	Lamar	3,601,776	47,684
	Lamar RE-2 School District	3,602,894	81,879
	Lower Arkansas Valley Water Conservancy District	3,021,230	4,541
	Prowers County	3,604,522	97,935
	Prowers County Hospital District	3,610,000	9,813
	Southeastern Colo Water Con - Contract	3,602,380	3,199

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1/23/2024

Submitter: Judy Wittman

Submitted to the County Administration Office on: 1/15/2023

Return Originals to: Judy Wittman

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action: Consider Approval of 2023 Semi Annual Report of the Prowers County Treasurer, July 1, 2023 to December 31, 2023.

Justification or Background: §30-25-111(2) It is the duty of the board of county commissioners of each county to publish in some legal newspaper published in the county the semiannual financial statement furnished to the board of county commissioners by the county treasurer.

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!

SEMI ANNUAL REPORT OF PROMERS COUNTY TREASURER

JULY 01, 2023 THRU DECEMBER 31, 2023

FUND	REVENUES			DISBURSEMENTS			ENDING BALANCE
	BEGINNING BALANCE	CURRENT TAX & SPEC ASSESS	DELINQUENT TAX & ALL INTEREST	MISCELLANEOUS RECEIPTS	TRANSFERS (IN) VARIOUS ACCTS	TRANSFERS (OUT) VARIOUS ACCTS	
COUNTY GENERAL	2,633,790.43	177,930.32	8,089.09	1,411,663.86	1,021,890.33	-4,781,369.70	439,647.48
OUTSIDE AGENCY FUND	803.50			4,833.91			5,637.41
VALE - OUTSIDE AGENCY FUND	708.32						708.32
LODGING TAX FUND	175,954.07			85,209.46		-94.01	189,401.60
HOTLINE COUNTY CONNECTION CENTER	388,185.57			858,589.52		-957,880.83	288,894.26
CONSOLIDATED RETURN MAIL CENTER	257,322.69			1,124,192.78		-1,175,888.44	205,627.03
OVERFLOW PROCESSING CENTER	453,006.21			598,711.09		-722,369.33	329,347.97
AMERICAN RESCUE PLAN ACT FUNDS	396,941.79			50,000.00		-27,758.66	419,189.13
COUNTY ROAD AND BRIDGE	2,930,601.78	19,259.35	859.44	1,381,086.53	43,693.99	-13,376.48	2,835,758.42
COUNTY ROAD & BRIDGE - HWY 196 FUN	8,500,000.00						8,500,000.00
LAMAR ROAD AND BRIDGE	0.00	4,085.35	198.54			-4,155.37	0.00
HOLLY ROAD AND BRIDGE	0.00	638.67	27.25			-645.94	0.00
GRANADA ROAD AND BRIDGE	0.00	134.91	6.48			-137.17	0.00
WILEY ROAD AND BRIDGE	0.00	133.57	6.88			-136.25	0.00
HARTMAN ROAD AND BRIDGE	78.82	26.50	6.37			-9.98	110.71
DEPT OF SOCIAL SERVICES	1,131,671.26				27,517.17		1,155,714.42
CAPITAL EXPENDITURE FUND	491,900.03	20,233.15	921.00	2,126,913.32			491,900.03
CONSERVATION TRUST	82,218.93						91,331.45
P M C GENERAL FUND	0.00	22,235.34	1,013.38	17,558.29			0.00
GRANADA TOWN OF	0.00	794.22	38.14		30,606.32		0.00
GRANADA TOWN OF CAP IMP	0.00	146.97	7.06		1,796.36		0.00
LAMAR CITY OF	0.00	37,024.92	1,804.44		51,289.12		0.00
LAMAR REDEVELOPMENT AUTHORITY	0.00	30,049.46	1,617.44				0.00
HARTMAN TOWN OF	1,882.01	375.63	90.53		257.28		2,596.14
HOLLY TOWN OF	0.00	12,224.25	521.66		7,860.47		0.00
WILEY TOWN OF	0.00	4,058.13	209.04		5,417.58		0.00
BRISTOL WATER AND SAN DISTRICT	0.00	257.57	10.66				0.00
HOLLY SANITATION DISTRICT	0.00	401.52	20.63		432.08		0.00
SOUTHEASTERN WATER CONSERV DISTRICT	0.00	1,328.79	57.40		789.47		0.00
SOUTHEAST CO WATER ABATEMENT CREDI	0.00	156.92	7.18		157.57		0.00
SOUTHEAST CO WATER CON OBLIGATION	0.00	22.90	1.04		22.74		0.00
LOWER ARKANSAS VALLEY WATER CONS	0.00	3,804.95	174.27		3,993.09		0.00
LOWER ARK VALLEY WATER ABMT CREDIT	0.00	11,862.76	543.08		10,012.63		0.00
TWO BUTTES FIRE DISTRICT	0.00	23.49	1.06		19.55		0.00
NORTH LAMAR SANITATION DISTRICT	0.00	50.57	2.23		180.29		0.00
EAST PROMERS WEEED CONTROL	0.00	1,115.28	43.12		1,402.78		0.00
HOLLY FIRE AND AMBULANCE	0.00	3,112.02	129.45		3,065.09		0.00
HI-PLAINS WATER	14.91	2,862.33	126.02		5,574.80		0.00
BRISTOL-GRANADA CEMETERY DISTRICT	0.00	2,576.90	120.32		3,749.66		0.00
EAST-PROMERS CEMETERY DISTRICT	0.00	1,135.54	48.51		1,853.54		0.00
BENT-PROMERS CEMETERY DISTRICT	0.00	4,585.93	213.49		8,131.93		0.00
HOLLY DRAINAGE	0.00	1,682.83	12.46		1,849.60		0.00
WILEY DRAINAGE	0.00	3,246.82	136.60				0.00
GRANADA DRAINAGE	18,120.37	910.61	36.70				0.00
PLEASANT-VALLEY DRAINAGE	3,099.78	222.22	10.80				11,061.55
PROSPERITY DRAINAGE	417.11	61.03	2.11				3,162.92
MAY VALLEY DRAINAGE	53.27						417.11
VISTA DEL RIO DRAINAGE	27.92						27.92
VISTA DEL RIO DRAINAGE INTEREST	35.00						35.00
LAMAR SPECIAL ASSESSMENT	0.00						0.00
PROMERS CTY SPEC ASSESSMENT	0.00						0.00
MISCELLANEOUS TREASURERS FEES	0.00						0.00
TAX ADMINISTRATIVE FEE	0.00	1,900.00					0.00
ADVERTISING	0.00						0.00
REFUNDS	0.00						0.00
INTEREST ON INVESTMENTS	0.00						0.00
CAFETERIA INSURANCE FUND	4,822.59						0.00
SUSPENSE ACCOUNT FUND	5,256.19						0.00
REDEMPTION FUND	0.00						0.00
TREASURERS DEED ESCROW FUND	975.08						0.00
TREASURER'S ESCROW - PUBLIC TRUSTEE	56.41						0.00
PUBLIC TRUSTEE E-RECORDING FUND	4,000.00						0.00
SEARCH AND RESCUE FUND	1,268.25						0.00

I, Judy Wittman, County Treasurer in and for the County of Prowers in the State of Colorado do hereby certify that the above is a true statement of the receipts and expenditures of Prowers County, Colorado for the 2nd half of the year ending December 31, 2023 as it appears on the books and accounts of this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office on this 23rd day of January A.D. 2024.

EXAMINED AND APPROVED THIS 23rd day of January A.D. 2024

Filed in the office of the County Clerk and Recorder of Prowers County,
Colorado on 23rd day of January A.D. 2024

County Clerk

Commissioner

By Chairman

BOARD OF COUNTY COMMISSIONERS
of Prowers County, Colorado

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1-23-2024

Submitter: Department Human Services

Submitted to the County Administration Office on: Email Poll 1-15-2024

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider ratifying 1-15-2024 email poll approval of \$50,000 Grant Application to the Buell Foundation by Welcome Home Child & Family Center and authorizing Welcome Home Center Deputy Director, Jill Hopper to submit the grant electronically.

Justification or Background:

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

Estimated revenue in the amount of \$50,000 with no match required.

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on: 1-12-2024

Additional Approvals (if required):

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1-23-2024

Submitter: Department Human Services

Submitted to the County Administration Office on: Email Poll 1-15-2024

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider ratifying 1-15-2024 email poll approval of \$10,000 Grant Application to the Anschutz Family Foundation by Welcome Home Child & Family Center and authorizing Welcome Home Center Deputy Director, Jill Hopper to submit the grant electronically.

Justification or Background:

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

Estimated revenue in the amount of \$50,000 with no match required.

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on: 1-12-2024

Additional Approvals (if required):

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1/16/24

Submitter: Department of Human Services

Submitted to the County Administration Office on: 1/23/24

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

“Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2024 and ending December 31, 2024 with the following counties: Moffat, Park, San Juan and Weld and authorize Lanie Meyers-Mireles, Director of Human Services, to sign with a handwritten signature.”

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

MEMORANDUM OF UNDERSTANDING
Between
MOFFAT COUNTY
and
PROWERS COUNTY

INTRODUCTION:

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

PURPOSE:

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

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

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

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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	421
C/W Inquiries 150 Divided by 10	15
Total Estimated Reports	436
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	388
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 9,312.00
Estimated number of APS reports Jan 2024 – Dec 2024	104
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 2,496.00
Total Investment for Call Coverage services	\$ 11,808.00

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

JOINT RESPONSIBILITIES SHARED BETWEEN MOFFAT COUNTY AND PROWERS COUNTY HCCC:

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

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Moffat County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Moffat County. Moffat County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Moffat County. Moffat County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. Child Welfare Reports, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Moffat County's Trails Inbox. HCCC will notify Moffat County

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

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

GENERAL RESPONSIBILITIES OF MOFFAT COUNTY:

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

GENERAL PROVISIONS:

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

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Moffat County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

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

Approving Entities

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

State Confirmation

Date: _____
Signed: **Ann M** Digitally signed
Name: **Williams** by Ann M
Title: **Williams** Williams
Entity: _____ Date: 2023.12.08
15:38:40 -07'00'

MEMORANDUM OF UNDERSTANDING
Between
PARK COUNTY
and
PROWERS COUNTY

INTRODUCTION:

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

PURPOSE:

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

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

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

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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	218
C/W Inquiries 80 Divided by 10	8
Total Estimated Reports	226
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	178
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 4,272.00
Estimated number of APS reports Jan 2024 – Dec 2024	59
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 1,416.00
Total Investment for Call Coverage services	\$ 5,688.00

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

JOINT RESPONSIBILITIES SHARED BETWEEN PARK COUNTY AND PROWERS COUNTY HCCC:

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

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Park County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Park County. Park County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Park County. Park County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Park County's Trails Inbox. HCCC will notify Park County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume

7 Rules). It will be the responsibility of Park County to check the pending queue and manage the final disposition of all records.

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

GENERAL RESPONSIBILITIES OF PARK COUNTY:

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

GENERAL PROVISIONS:

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

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Park County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Approving Entities

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Entity: _____

Entity: _____

State Confirmation

Date: _____

Signed: **Ann M** Digitally signed
by Ann M

Name: Williams

Title: **Williams** Date: 2023.12.29
10:24:58 -07'00+

Entity: _____

MEMORANDUM OF UNDERSTANDING
Between
SAN JUAN COUNTY
and
PROWERS COUNTY

INTRODUCTION:

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

PURPOSE:

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

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

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

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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	18
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	18
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	30
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 0.00
Estimated number of APS reports Jan 2024 – Dec 2024	1
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 0.00
Total Investment for Call Coverage services	\$ 0.00

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

**JOINT RESPONSIBILITIES SHARED BETWEEN SAN JUAN COUNTY AND PROWERS COUNTY
HCCC:**

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

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for San Juan County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of San Juan County. San Juan County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of San Juan County. San Juan County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.

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

GENERAL RESPONSIBILITIES OF SAN JUAN COUNTY:

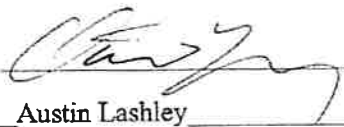
1. San Juan County will provide an updated list of on-call San Juan County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer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

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. San Juan County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: 
Name: Austin Lashley
Title: Chair
Entity: Board of County Commissioners

Approving Entities

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

State Confirmation

Date: _____
Signed: Ann M Digitally signed
Name: Williams by Ann M
Title: Williams Date: 2023.11.20
Entity: _____ 17:05:58 -07'00'

**BOARD OF COUNTY COMMISSIONERS
PASS-AROUND REVIEW**

PASS-AROUND TITLE: Memorandum of Understanding (MOU) with Prowers County for Hotline Calls

DEPARTMENT: Human Services

DATE: November 20, 2023

PERSON REQUESTING: Jamie Ulrich, Director, Human Services

Brief description of the problem/Issue: The Department is requesting to enter into a MOU with Prowers County to continue to purchase Call Coverage Services through it's Hotline County Connection Center for Child Welfare and Adult Protection Service (APS) related hotline calls. Weld County will continue to complete the final disposition of each call which includes screening, assessment and decision making.

The MOU term date is January 1, 2024 to December 31, 2024.

What options exist for the Board?

- Approval of the MOU with Prowers County for hotline calls.
- Deny approval of MOU with Prowers County for hotline calls.

Consequences: Weld County will need to find another source for coverage of hotline calls.

Impacts: Weld County Area Agency on Aging and Child Welfare will not receive hotline call referrals. Older Americans and Children will not receive the needed services that Weld County is able to provide.

Costs (Current Fiscal Year / Ongoing or Subsequent Fiscal Years):

- Total cost = Call coverage services will be provided at a cost of \$24.00 per report for both APS and Child Welfare.
- Funded through Child Welfare and Adult Protective Services allocations.

Recommendation:

- Approval of the Memorandum of Understanding and authorize the Chair to sign.

	<u>Support Recommendation</u> <u>Place on BOCC Agenda</u>	<u>Schedule</u> <u>Work Session</u>	<u>Other/Comments:</u>
Perry L. Buck, Pro-Tem	<u>PB</u>		
Mike Freeman, Chair	<u>mf</u>		
Scott K. James	<u>SJ</u>		
Kevin D. Ross	<u>KR</u>		
Lori Saine	<u>LS</u>		

MEMORANDUM OF UNDERSTANDING
Between
WELD COUNTY
and
PROWERS COUNTY

INTRODUCTION:

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

PURPOSE:

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

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

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

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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	5,186
C/W Inquiries 2,300 Divided by 10	230
Total Estimated Reports	5,416
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	5,368
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 128,832.00
Estimated number of APS reports Jan 2024 – Dec 2024	562
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 13,488.00
Total Investment for Call Coverage services	\$ 142,320.00

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

JOINT RESPONSIBILITIES SHARED BETWEEN WELD COUNTY AND PROWERS COUNTY HCCC:

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

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Weld County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Weld County. Weld County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Weld County. Weld County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. Child Welfare Reports, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Weld County's Trails Inbox. HCCC will notify Weld County of

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

a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Weld County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Weld County while information is being entered into the THA or CAPS.

5. Information and Referral (non-CW) calls will be sent to Weld County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Weld County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Weld County main Department of Human Services number. Weld County can request a brief synopsis.

6. If HCCC receives a call from law enforcement or medical personnel that requires immediate response from Weld County, HCCC will transfer the call to a Weld County on-call designee. If the Weld County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.

7. APS reports will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Weld County will confirm receipt and update in the THA.

a. If an APS call is regarding an adult over 70 years old or an adult, 18 years and older, that has an Intellectual/Developmental Disability, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.

b. Notification to Weld County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF WELD COUNTY:

1. Weld County will provide an updated list of on-call Weld County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Weld County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.

2. Weld County will notify the HCCC of any special circumstances where Weld County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Weld County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Weld County.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties, nor is it intended to create any third-party rights or beneficiaries.

2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.

3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Weld County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
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9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. §24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Approving Entities

Signed: Mike Freeman **DEC 06 2023**
 Name: Mike Freeman, Chair
 Title: Board of County Commissioners
 Entity: Weld County, Colorado

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

State Confirmation

Date: _____
 Signed: Ann M Williams Digitally signed by
 Name: Williams Ann M Williams
 Title: _____ Date: 2023.12.07
 Entity: _____ 12:03:48 -07'00'

Contract Form

Entity Information

Entity Name *

PROWERS COUNTY

Entity ID *

@00029041

☐ **New Entity?**

Contract Name *

PROWERS COUNTY HCCC 2024 MEMORANDUM OF UNDERSTANDING

Contract ID

7629

Parent Contract ID

Contract Status

CTB REVIEW

Contract Lead *

WLUNA

Requires Board Approval

YES

Contract Lead Email

wluna@weldgov.com;cob
bxxlk@weldgov.com

Department Project #

Contract Description *

PROWERS COUNTY HOTLINE COUNTY CONNECTION CENTER (HCCC) MEMORANDUM OF UNDERSTANDING FOR CHILD WELFARE AND ADULT PROTECTIVE SERVICES CALL COVERAGE SERVICES. TERM: JANUARY 1, 2024 THROUGH DECEMBER 31, 2024.

Contract Description 2

PA ROUTING THROUGH NORMAL PROCESS. ETA TO CTB 11/27/2023.

Contract Type *

AGREEMENT

Department

HUMAN SERVICES

Requested BOCC Agenda

Date *

12/02/2023

Amount *

\$142,320.00

Department Email

CM-
HumanServices@weldgov.
com

Will a work session with BOCC be required? *

NO

Renewable *

NO

Does Contract require Purchasing Dept. to be included?

Automatic Renewal

Department Head Email

CM-HumanServices-
DeptHead@weldgov.com

Grant

County Attorney

GENERAL COUNTY
ATTORNEY EMAIL

IGA

County Attorney Email

CM-
COUNTYATTORNEY@WEL
DGOV.COM

If this is a renewal enter previous Contract ID

If this is part of a MSA enter MSA Contract ID

Note: the Previous Contract Number and Master Services Agreement Number should be left blank if those contracts are not in OnBase

Contract Dates

Effective Date	Review Date * 10/31/2024	Renewal Date
Termination Notice Period	Committed Delivery Date	Expiration Date * 12/31/2024

Contact Information

Contact Info

Contact Name	Contact Type	Contact Email	Contact Phone 1	Contact Phone 2
---------------------	---------------------	----------------------	------------------------	------------------------

Purchasing

Purchasing Approver	Purchasing Approved Date
----------------------------	---------------------------------

Approval Process

Department Head JAMIE ULRICH	Finance Approver CHERYL PATTELLI	Legal Counsel BYRON HOWELL
DH Approved Date 11/22/2023	Finance Approved Date 11/26/2023	Legal Counsel Approved Date 11/27/2023

Final Approval

BOCC Approved	Tyler Ref # AG 120623
BOCC Signed Date	Originator WLUNA
BOCC Agenda Date 12/06/2023	

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 1-23-2024

Submitter: Administration Office

Submitted to the County Administration Office on: 1-17-2024

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of appointing one (1) Member to the Prowers County Planning Commission Board with a term expiring January 2026.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 1-23-2024

Submitter: Administration Office

Submitted to the County Administration Office on: 1-17-2024

Return Originals to: Jana Coen & Administration Office

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit No. 966 for NPL
Construction to install a gas line for Atmos Energy at Section 30 Township 44
Range 23S location County Road 19.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PERMIT NUMBER 966



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

PERMITTEE'S NAME: NPL construction **DATE:** 1-17-24
ADDRESS: 6036 W 71st St S Tulsa OK 74131

Your request for permission to install a 6 inch gas line for Atmos energy
at section 30 Township 44W Range 23S #800031840
County Road 19 is granted, subject to the following terms and conditions:

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

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

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

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

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

SPECIAL PROVISIONS:

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

Permit Number 946

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

This work shall be completed within 60 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

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

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

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

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

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

By [Signature] 1-18-24
Road & Bridge Supervisor (Date)

By _____
Chairman, Board of Commissioners (Date)

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

PERMITTEE Signature: [Signature]

DATE: 1-17-24

Please attach a work sketch of proposed installation.

RESOLUTION NO. 2010-12

PERMIT/PENALTY FEE SCHEDULE
UNDERGROUND AND UTILITY PERMIT

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

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

RESOLUTION NO. 2010-12

Continued

PERMIT/ PENALTY FEE SCHEDULE
UNDERGROUND AND UTILITY PERMIT

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

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

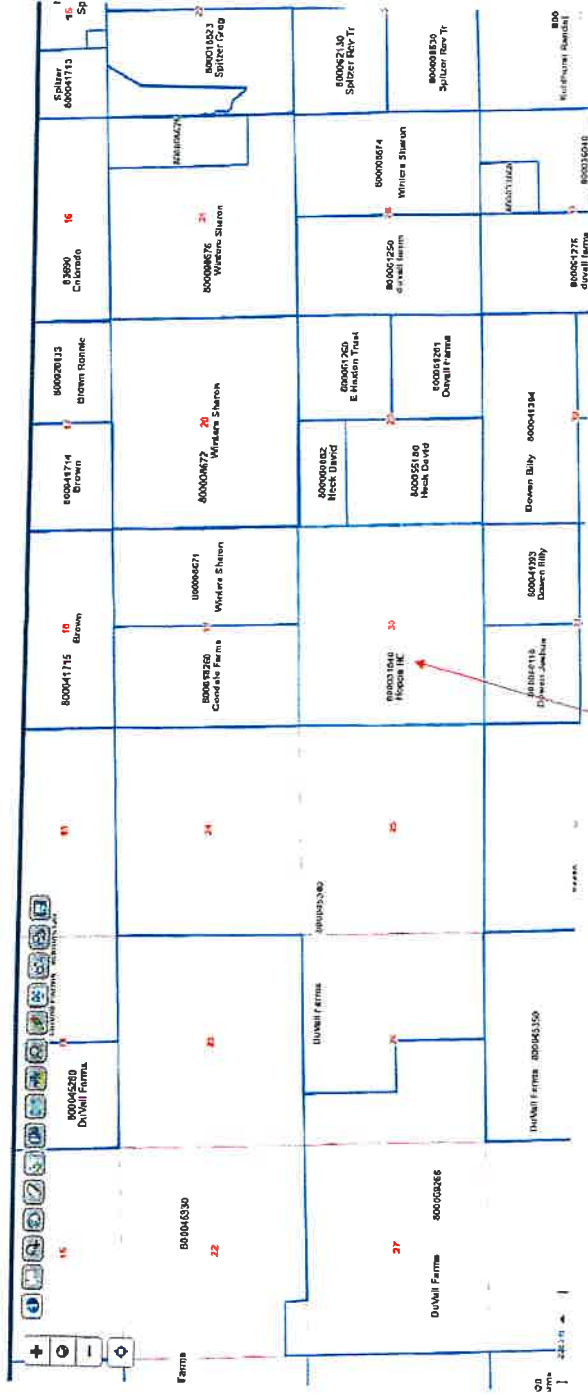

Joe Marble, Chairman


Henry Schnabel, Commissioner

Absent
Gene Millbrand, Commissioner

ATTEST:


Jana Coen
County Clerk



Section 30, Township 44W, Range 23S
 is owned by Hopps HC, Parcel
 #800031840
 Data pulled directly from Prowers
 County, CO Assessor website.

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 01/23/2024

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 01/18/2024

Return Originals to: Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date: 01/23/2024

Item Title/Recommended Board Action:

Sales Tax Transfer

Justification or Background:

Consider approval of a Resolution to Transfer 2024 Revenue between Sales tax Fund to County General Fund in the amount of \$1,500,000.00

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):

RESOLUTION TO TRANSFER REVENUE BETWEEN FUNDS

Resolution No. 2024-_____

A resolution transferring sums of money to the various funds and spending agencies for Prowers County, Colorado, for the 2024 budget year.

WHEREAS, the Board of County Commissioners has adopted the annual budget in accordance with the Local Government Budget Law, on January 23, 2024, 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	\$1,500,000	
General Fund ACCT #0010		\$1,500,000

ADOPTED this 23rd day of January 2024

Ron Cook, Chairman

ATTEST:

Jana Coen, County Clerk

Wendy Buxton-Andrade, Vice-Chairman

Thomas Grasmick, Commissioner