

**PROWERS COUNTY, COLORADO**  
**BOARD OF COMMISSIONERS' MEETING AGENDA**  
**JANUARY 9, 2024**  
**(Revised 1/5/2024)**

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

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

**WORK SESSION**

9:00 a.m. Cheryl Sanchez, Prowers Economic Prosperity  
- Update

9:15 a.m. Judy Wittman, Treasurer  
- 2024 Resolution Authorizing Treasurer to Invest Public Funds

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

10:30 a.m. BOCC Updates

**MEETING AGENDA**

1:00 p.m. Invocation

Pledge of Allegiance

Call Meeting to Order

Roll Call

**CONSENT AGENDA ACTION ITEMS OLD BUSINESS:**

1. Consider Approval of Adoption of Agenda
2. Consider Approval of December 12, 2023 Meeting Minutes
3. Consider Approval of December 28, 2023 Special Meeting Minutes

## **PUBLIC APPEARANCES**

Anyone wishing to address the BOCC may do so at the discretion of the Board and is subject to a three (3) minute limitation.

## **2023 OLD BUSINESS ACTION ITEMS:**

1. Consider ratifying 12-21-2023 email poll approval for County General Fund, Fringe, and A/P for payment of bills presented in the amount of \$905,130.95, Department of Human Services Payroll, Fringe and A/P for a total of \$249,528.93, and H3C Payroll, Fringe, and A/P for a total of \$349,564.10 with a Certification date of December 27, 2023 and authorizing the use of the Commissioner's signature stamps.
2. Consider ratifying 12-28-2023 email poll approval for A/P Certification presented in the amount of \$250,573.58 for the transfer of funds per Resolutions 2023-18, 2023-17, and 2023-14 with a certification date of 12-29-2023 and authorizing the use of the Commissioner's signature stamps.

## **2024 NEW BUSINESS**

### County Reorganization

- Appointment of Officials and Boards
- Review 2024 Bills Presented and Approve for Payment

### Rose Pugliese, Esq.

- County Attorney Update
- Discussion with County Assessor Andy Wyatt regarding SB23B-001

## **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, Part II-Special Improvement Districts, and Part III-Sales and Use Tax.
- 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.

### Mark Westhoff

- County Administrator Update

### **2024 NEW BUSINESS ACTION ITEMS:**

1. Consider approval of Payment of 2024 Bills Presented, Voiding Checks if any, and DHS Funds which include H3C Funds.
2. Consider approval of 2024 Resolution Authorizing Treasurer to Invest Public Funds.
3. Consider approval of the County Veterans Service Officer's Monthly Report and Certification of Pay – December 2023.
4. Consider approval of 2024 IRS Mileage Reimbursement Rates for Travel Related to County Business for County Employees at .67 cents per mile and the Reimbursement Rate for Travel Related to Medical Care for County Employee Flex Savings Accounts at .21 cents per mile.
5. Consider approval of 2024 Prowers County Government Organization Chart.
6. Consider approval of Memorandum of Understanding between the State of Colorado Department of Early Childhood and the Board of County Commissioners of Prowers County effective the 1st day of January 2024 through June 30, 2025.
7. Consider approval of Memorandum of Understanding – Annual Reaffirmation between The Board of County Commissioners of Prowers County and the Colorado Department of Human Services for the purposes of outlining the annual performance contract related to the responsibility of implementing the Colorado Works Program.
8. Consider approval of Intergovernmental Grant Agreement No. 2024\*3051 for SLFRF in the amount of \$85,929.00, SFY 2024 with an End Date of June 30, 2024.
9. Consider approval of 2024 Environmental Health IGA for Bent County to receive Environmental Health Services from Prowers County Public Health and Environment.
10. Consider approval to accept the Grant Award letter for Intergovernmental Grant Agreement, No. 2023-LE-24-32 for Prowers County/Prowers County Sheriff's Office, total Grant amount \$27,759.00 with an expiration date of December 31, 2025, for SMART – LE Workforce, Retention, and Tuition for Sheriff's Office POST and Certified training.
11. Consider Setting a Public Hearing on February 20, 2024 to consider approval of Amendments to the Guidelines and Regulations for Areas and Activities of State Interest County of Prowers State of Colorado (1041 Regulations).
12. Consider approval of Agreement for Employment of Legal Counsel with Donald L. Steerman, Esq. as a managing attorney for Steerman Law Offices d/b/a Steerman & Clark for Prowers County Department of Human Services effective January 1, 2024 through December 31, 2024 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement.
13. Consider approval of amendments to Sections 105, 108, 110, 506, 604 and 801 of the

Prowers County Personnel Handbook.

14. Consider approval of Colorado MV Express Self-Service Terminal Participation Agreement between Intellectual Technology, Inc. and Prowers County, CO for the Prowers County Clerk & Recorder's Office to provide Prowers County citizens the ability to use Self-Service Kiosks located throughout the State of Colorado for motor vehicle renewal purposes.
15. Consider approval of awarding Bid for sale of Department of Public Health vehicle, 2012 Ford Fusion.
16. Consider approval of 2024 Order for Authorized Persons and Authorized Signatures on the County Checking Accounts at Frontier Bank.
17. Consider approval of 2024 CCI Steering Committees Designation of Proxy, naming one Commissioner as proxy and vote in 2024 CCI Steering Committee Meetings.
18. Consider approval of Resolution to Set Mill Levies for 2024 at 27.17 Mills.
19. Consider approval to accept Agreement for Application Hosting and Technology Support Services Contract, Amendment No. 1 between Avenu Enterprise Solutions, LLC and Prowers County for the Treasurer and Assessor's Office, starting on January 1, 2024 and ending on December 31, 2024 in the amounts of \$39,329.82 (Assessor) and \$32,597.04 (Treasurer), executed by Prowers County Assessor, Andy Wyatt on December 13, 2023.
20. Consider ratifying 1-3-2024 email poll approval to correct dates in the 2024 Budget Message for Assessed Value to January 3, 2024 and Mill Levy Certification Date to January 10, 2024 which was previously approved by the Board on December 28, 2023.
21. Consider approval of Memorandum of Understanding Amendment #1 Between The Colorado Department of Early Childhood and Prowers County Department of Human Services (Routing Number 199071125) which Reaffirms the MOU for the Colorado Child Care Assistance Program (CCCAP).
22. Consider approval of Credit Card Authorization Request to discontinue the credit card for Ron Trowbridge, H3C and issue a new HCCC general credit card with a credit limit of \$5,000.

**PREVIOUSLY TABLED ACTION ITEMS:**

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.***



# Old Business

## 2023

**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 1-9-2024

**Submitter:** Administration & DHS/H3C

**Submitted to the County Administration Office on:** Email Poll 12-21-23

**Return Originals to:** Administration & DHS/H3C and Jana Coen

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 12-21-2023 email poll approval for County General Fund, Fringe, and A/P for payment of bills presented in the amount of \$905,130.95, Department of Human Services Payroll, Fringe and A/P for a total of \$249,528.93, and H3C Payroll, Fringe, and A/P for a total of \$349,564.10 with a Certification date of December 27, 2023 and authorizing the use of the Commissioner's signature stamps.

**Justification or Background:**

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


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

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

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

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

# PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01	0010			December 27, 2023
70886-70899		\$	26,452.00	
		Payroll	\$ 324,374.08	
		Fringes	\$ 94,691.20	
				Total \$ 445,517.28
ARPA - 02	0018			
	2023	\$	-	
		Payroll	\$ -	
		Fringes	\$ -	
				Total \$ -
ROAD & BRIDGE FUND - 02	0020			
	2023	\$	-	
		Payroll	\$ 58,078.87	
		Fringes	\$ 15,948.57	
				Total \$ 74,027.44
FSA (Cafeteria) 552	0552			
	2023	\$	-	
				Total \$ -
Sheriff's Booking Fees	0675			
		\$	-	
		Payroll	\$ -	
				Total \$ -
SALES & USE TAX FUND - 03	0900			
	2023	\$	-	
				Total \$ -
CONSERVATION TRUST FUND - 06	0130			
	2023	\$	-	
				Total \$ -
CAPITAL FUND - 07	0100			
	2023	\$	-	
				Total \$ -
OTHER AGENCIES FUND- 08				
	2023	\$	-	
				Total \$ -
LODGING TAX - 09	0014			
	2023	\$	-	
		\$	-	
		Payroll	\$ 211.75	
		Fringes	\$ 48.81	
				Total \$ 260.56
PUBLIC HEALTH AGENCY - 11	0676			
	2023	\$	-	
		Payroll	\$ 114,265.38	
		Fringes	\$ 28,736.62	
				Total \$ 143,002.00
CRMC	0016			
	2023	\$	-	
		Payroll	\$ 106,065.09	
		Fringes	\$ 36,720.85	
				Total \$ 142,785.94
OPC	0017			
	2023	\$	-	
		Payroll	\$ 73,460.07	
		Fringes	\$ 26,077.66	
				Total \$ 99,537.73
 Paula Gonzales, Finance Director				GRAND TOTAL \$ 905,130.95

# PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$905,130.95  
 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **December 27, 2023**

		#		
	A/P		PAYROLL	FRINGES
COUNTY GENERAL FUND	\$	26,452.00	324,374.08	94,691.20
ARPA FUND	\$	-	-	-
FSA ACCOUNT	\$	-		
BOOKING FEES ACCOUNT	\$	-	-	
PUBLIC HEALTH AGENCY	\$	-	114,265.38	28,736.62
ROAD & BRIDGE FUND	\$	-	58,078.87	15,948.57
SALES & USE TAX FUND	\$	-		
CONSERVATION TRUST FUND	\$	-		
CAPITAL FUND	\$	-		
OTHER AGENCIES FUND	\$	-		
LODGING TAX FUND	\$	-	211.75	48.81
CRMC FUND	\$	-	106,065.09	36,720.85
OPC FUND	\$	-	73,460.07	26,077.66
<b>Totals</b>	<b>\$</b>	<b>26,452.00</b>	<b>\$ 676,455.24</b>	<b>\$ 202,223.71</b>

DATE: December 27, 2023

BOCC CHAIRMAN

DATE: December 27, 2023

COMMISSIONER

DATE: December 27, 2023

COMMISSIONER

DATE: December 27, 2023

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	905,130.95
AP + Fringes	\$	228,675.71
Total Pd Certification - Payroll	\$	228,675.71
Total Payroll + Fringes	\$	878,678.95

Ending Check No. 70899  
 Beginning Check No. 70886

Total Number of Checks: 14

STATE OF COLORADO }  
 } SS:  
 COUNTY OF PROWERS }

Prowers County Treasurer's Office

**AP Check Register (APLT43)****Prowers County**

Check No		Check Date	Vendor No	Vendor Name	Check Amount
<b>Bank No:</b>	<b>2</b>	<b>Account:</b>	10225		
70886		12/27/2023	23	Aflac	\$2,324.34
70887		12/27/2023	1126	Barbara White	\$7,716.00
70888		12/27/2023	896	Celia M. Salazar	\$4,659.00
70889		12/27/2023	209	Colonial Life & Accident Ins Co.	\$965.00
70890		12/27/2023	119	Continental American Insurance Company	\$1,206.50
70891		12/27/2023	192	County Health Pool	\$134,254.03
70892		12/27/2023	393	Family Support Registry	\$2,383.22
70893		12/27/2023	382	Frontier Bank	\$163,598.23
70894		12/27/2023	611	LegalShield	\$352.85
70895		12/27/2023	1257	Manuel Soto	\$6,084.00
70896		12/27/2023	696	MASA Global Building	\$876.00
70897		12/27/2023	1142	Nancy Winsor	\$7,993.00
70898		12/27/2023	707	Nationwide Retirement Solutions	\$170.00
70899		12/27/2023	796	Prowers Co Treasurer	\$717.00
<b>Bank Account Totals:</b>					<b>\$333,299.17</b>
<b>Total Of Checks:</b>					<b>\$333,299.17</b>

## Pro Forma Calc Totals by Fund

Check Date: 12/29/2023

Powers County

Fund: 001 County General Fund

Incomes			Deductions			Matches		
Code	Description	Amount	Code	Description	Amount	Code	Description	Amount
10	Elected Official	\$48,090.76	AFLAC	AFLAC After Tax	\$801.24	FICA	Employer - Social Security T	\$19,541.05
11	Salary	\$51,237.81	AFLCP	AFLAC Before Tax	\$1,523.10	HRBAR	Health Insurance-Employer	\$53,069.60
12	Hourly Wage	\$152,331.73	CAICA	Critical After Tax	\$453.35	LIFER	Life Insurance	\$513.01
13	Overtime	\$4,806.20	CAICP	Accident Pre-Tax	\$685.26	MED	Employer - Medicare Tax	\$4,570.10
14	Extra Duty	\$2,860.00	CAIHP	Hospital Indem.Pre-Tax	\$67.89	RETIR	Retirement ER	\$16,011.63
16	Extra Duty Flat Rate	\$2,030.81	CHILD	Child Support	\$2,383.22	SUTA	State Unemployment Tax	\$550.89
17	Sheriff OT	\$67.50	CLNLA	Colonial After Tax	\$531.52	VISER	Vision Insurance-Employer	\$434.92
18	Adult Transport	\$2,241.00	CLNLP	Colonial Pre-Tax	\$433.48	Total Matches:		
19	Courthouse Security	\$6,720.00	COER1	Voluntary CCOERA/Deferre	\$250.00			
21	Courthouse OT	\$2,853.38	COER2	Voluntary CCOERA/Deferre	\$182.00			
25	JBBS	\$7,713.50	COER3	Voluntary CCOERA/Roth 45	\$320.00			
26	Juvenile Transport	\$551.25	COER4	Voluntary CCOERA/Roth 45	\$192.34			
27	Jail Nursing	\$725.00	DENTL	Dental Insurance	\$4,505.50			
29	Weekend Court Salary	\$6,984.00	FED	Federal Withholding Tax	\$39,799.05			
31	School Resource	\$4,375.70	FICA	FICA Employee Portion	\$40,623.41			
32	Sheriff Hourly Wage	\$28,619.00	FSA	FSA Medical	\$717.00			
39	Permanent Jail Salary	\$2,166.44	HRBA	Health Insurance - Employee	\$10,544.00			
Total Income:		\$324,374.08	HRBAP	Health Ins Employee Part Ti	\$389.28			
			LEGAL	Legal Aid	\$352.85			
			LIFED	Dependent Life	\$33.12			
			LOAN1	Retirement Loan	\$6,132.83			
			MASA	Medical Transport	\$876.00			
			MED	Medicare Employee Portion	\$9,500.68			
			PEBSC	Nationwide Retirement	\$170.00			
			RETIR	Retirement	\$33,271.47			
			STATE	State Income Tax	\$23,551.00			
			SUPPE	Supp Life Emp.	\$793.55			
			SUPPS	Supp Life Spouse	\$71.60			
			VISON	Vision EmpEE.	\$343.90			
			Total Deductions:		\$179,498.64			

Wages of \$324,374.08 less Deductions of \$179,498.64 equals Net Pay of \$144,875.44.

Wages of \$324,374.08 plus Matches of \$94,691.20 equals Total Expense of \$419,065.28.

**Pro Forma Calc Totals by Fund**

**Check Date: 12/29/2023**

*Prowers County*

**Fund: 002 Road and Bridge Fund**

Incomes		
Code	Description	Amount
11	Salary	\$7,143.07
12	Hourly Wage	\$50,935.80
Total Income:		\$58,078.87

Deductions		
Code	Description	Amount
FICA	Employer - Social Security T	\$3,455.68
HRBAR	Health Insurance-Employer	\$8,503.00
LIFER	Life Insurance	\$93.24
MED	Employer - Medicare Tax	\$808.18
RETIR	Retirement ER	\$2,903.93
SUTA	State Unemployment Tax	\$116.14
VISER	Vision Insurance-Employer	\$68.40
Total Matches:		\$15,948.57

**Wages of \$58,078.87 less Deductions of \$0.00 equals Net Pay of \$58,078.87.**

**Wages of \$58,078.87 plus Matches of \$15,948.57 equals Total Expense of \$74,027.44.**

# Pro Forma Calc Totals by Fund

Check Date: 12/29/2023

Prowers County

Fund: 009 Lodging Tax Fund

Incomes		
Code	Description	Amount
16	Extra Duty Flat Rate	\$211.75
Total Income:		\$211.75

Deductions		
Code	Description	Amount
FICA	Employer - Social Security T	\$12.78
HRBAR	Health Insurance-Employer	\$21.40
LIFER	Life Insurance	\$0.35
MED	Employer - Medicare Tax	\$2.99
RETIR	Retirement ER	\$10.59
SUTA	State Unemployment Tax	\$0.42
VISER	Vision Insurance-Employer	\$0.28
Total Matches:		\$48.81

Wages of \$211.75 less Deductions of \$0.00 equals Net Pay of \$211.75.

Wages of \$211.75 plus Matches of \$48.81 equals Total Expense of \$260.56.



# Pro Forma Calc Totals by Fund

Check Date: 12/29/2023

Prowers County

Fund: 011 Public Health Agency Fu

Incomes	
Code	Description
11	Salary
12	Hourly Wage
16	Extra Duty Flat Rate
Total Income:	

Amount
\$58,864.38
\$52,605.84
\$2,795.16
\$114,265.38

Deductions	
Code	Description

Matches	
Code	Description
FICA	Employer - Social Security T
HRBAP	Hlth Ins.- Employer for PT E
HRBAR	Health Insurance-Employer
LIFER	Life Insurance
MED	Employer - Medicare Tax
RETIR	Retirement ER
SUTA	State Unemployment Tax
VISER	Vision Insurance-Employer
Total Matches:	

Amount
\$6,771.23
\$494.72
\$13,914.00
\$163.08
\$1,583.59
\$5,456.06
\$228.54
\$125.40
\$28,736.62

Wages of \$114,265.38 less Deductions of \$0.00 equals Net Pay of \$114,265.38.

Wages of \$114,265.38 plus Matches of \$28,736.62 equals Total Expense of \$143,002.00.

# Pro Forma Calc Totals by Fund

Check Date: 12/29/2023

Prowers County

Fund: 013 Consolidated Return Mail

Incomes			Deductions		Matches	
Code	Description	Amount		Code	Description	Amount
11	Salary	\$5,250.00		FICA	Employer - Social Security T	\$6,366.05
12	Hourly Wage	\$79,932.92		HRBAR	Health Insurance-Employer	\$22,908.91
13	Overtime	\$90.00		LIFER	Life Insurance	\$263.78
33	Lead Tech Hourly	\$9,712.70		MED	Employer - Medicare Tax	\$1,488.87
35	Supervisor Hourly	\$10,983.98		RETIR	Retirement ER	\$5,295.08
36	Supervisor OT	\$95.49		SUTA	State Unemployment Tax	\$212.13
Total Income:		\$106,065.09		VISER	Vision Insurance-Employer	\$186.03
				Total Matches:		\$36,720.85

Wages of \$106,065.09 less Deductions of \$0.00 equals Net Pay of \$106,065.09.

Wages of \$106,065.09 plus Matches of \$36,720.85 equals Total Expense of \$142,785.94.

# Pro Forma Calc Totals by Fund

Check Date: 12/29/2023

Prowers County

Fund: 014 Overflow Processing Cen

Incomes			Deductions		
Code	Description	Amount			
12	Hourly Wage	\$49,587.77			
16	Extra Duty Flat Rate	\$3,000.00			
33	Lead Tech Hourly	\$9,100.19			
34	Lead Tech OT	\$240.71			
35	Supervisor Hourly	\$7,262.52			
36	Supervisor OT	\$166.24			
37	QA Hourly	\$3,945.51			
38	QA OT	\$157.13			
Total Income:		\$73,460.07			

Matches		
Code	Description	Amount
FICA	Employer - Social Security T	\$4,476.62
HRBAR	Health Insurance-Employer	\$16,514.09
LIFER	Life Insurance	\$165.70
MED	Employer - Medicare Tax	\$1,046.95
RETIR	Retirement ER	\$3,594.18
SUTA	State Unemployment Tax	\$146.95
VISER	Vision Insurance-Employer	\$133.17
Total Matches:		\$26,077.66

Wages of \$73,460.07 less Deductions of \$0.00 equals Net Pay of \$73,460.07.

Wages of \$73,460.07 plus Matches of \$26,077.66 equals Total Expense of \$99,537.73.

**Batch Invoices Entered by Vendor (APLT10)****Prowers County**

Selection Criteria: Batch Number - '105.12.2023',

Invoice	Inv Date	Due Date	Description	Invoice Amt
Vendor: 1126	Barbara White		1512 South 8th St. Lamar, CO 81052	
Vendor User ID: WHITE	Vendor Org. ID: A			
DEC 23	12/21/2023	12/27/2023	JBBS Grant Expense	\$7,716.00
GL Acct	GL Description		Distribution Description	Amount
00113454890	JBBS Grant Contractors		JBBS Grant Expense	\$7,716.00
			Subtotal for Vendor 1126 :	\$7,716.00

Vendor: 896	Celia M. Salazar		808 Best Ave. La Junta, CO 81050	
Vendor User ID: SALAZ	Vendor Org. ID: A			
DEC 23	12/21/2023	12/27/2023	JBBS Expense	\$4,659.00
GL Acct	GL Description		Distribution Description	Amount
00113454890	JBBS Grant Contractors		JBBS Expense	\$4,659.00
			Subtotal for Vendor 896 :	\$4,659.00

Vendor: 1257	Manuel Soto			
Vendor User ID: 1257	Vendor Org. ID: A			
DEC 23	12/21/2023	12/27/2023	JBBS Expenseq	\$6,084.00
GL Acct	GL Description		Distribution Description	Amount
00113454890	JBBS Grant Contractors		JBBS Expenseq	\$6,084.00
			Subtotal for Vendor 1257 :	\$6,084.00

Vendor: 1142	Nancy Winsor		401 W. Olive Lamar, CO 81052	
Vendor User ID: WINSORN	Vendor Org. ID: A			
DEC 23	12/21/2023	12/27/2023	JBBS Grant Expense	\$7,993.00
GL Acct	GL Description		Distribution Description	Amount
00113454890	JBBS Grant Contractors		JBBS Grant Expense	\$7,993.00

Operator: pgonzales

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 1-9-2024

**Submitter:** Administration

**Submitted to the County Administration Office on:** Email Poll 12-28-23

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

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 12-28-2023 email poll approval for A/P Certification presented in the amount of \$250,573.58 for the transfer of funds per Resolutions 2023-18, 2023-17, and 2023-14 with a certification date of 12-29-2023 and authorizing the use of the Commissioner's signature stamps.

**Justification or Background:**

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


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

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

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

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

# PROWERS COUNTY TREASURER CERTIFICATION

<b>COUNTY GENERAL FUND - 01</b>		<b>0010</b>	December 29, 2023
70900-70902		\$ 42,647.00	
	Payroll	\$ -	
	Fringes	\$ -	Total \$ 42,647.00
<b>ARPA - 02</b>		<b>0018</b>	
2023		\$ -	
	Payroll	\$ -	
	Fringes	\$ -	Total \$ -
<b>ROAD &amp; BRIDGE FUND - 02</b>		<b>0020</b>	
2023		\$ -	
	Payroll	\$ -	
	Fringes	\$ -	Total \$ -
<b>FSA (Cafeteria) 552</b>		<b>0552</b>	
2023		\$ -	
			Total \$ -
<b>Sheriff's Booking Fees</b>		<b>0675</b>	
		\$ -	
	Payroll	\$ -	Total \$ -
<b>SALES &amp; USE TAX FUND - 03</b>		<b>0900</b>	
2023		\$ 207,926.58	
			Total \$ 207,926.58
<b>CONSERVATION TRUST FUND - 06</b>		<b>0130</b>	
2023		\$ -	
			Total \$ -
<b>CAPITAL FUND - 07</b>		<b>0100</b>	
2023		\$ -	
			Total \$ -
<b>OTHER AGENCIES FUND- 08</b>		<b>2023</b>	
		\$ -	
			Total \$ -
<b>LODGING TAX - 09</b>		<b>0014</b>	
2023		\$ -	
		\$ -	
	Payroll	\$ -	
	Fringes	\$ -	Total \$ -
<b>PUBLIC HEALTH AGENCY - 11</b>		<b>0676</b>	
2023		\$ -	
	Payroll	\$ -	
	Fringes	\$ -	Total \$ -
<b>CRMC</b>		<b>0016</b>	
2023		\$ -	
	Payroll	\$ -	
	Fringes	\$ -	Total \$ -
<b>PC</b>		<b>0017</b>	
2023		\$ -	
	Payroll	\$ -	
	Fringes	\$ -	Total \$ -
 Paula Gonzales, Finance Director		<b>GRAND TOTAL</b>	\$ 250,573.58

**PROWERS COUNTY APPROVE TO PAY**

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$250,573.58  
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **December 29, 2023**

		#		
		A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$	42,647.00	-	-
ARPA FUND	\$	-	-	-
FSA ACCOUNT	\$	-	-	-
BOOKING FEES ACCOUNT	\$	-	-	-
PUBLIC HEALTH AGENCY	\$	-	-	-
ROAD & BRIDGE FUND	\$	-	-	-
SALES & USE TAX FUND	\$	207,926.58	-	-
CONSERVATION TRUST FUND	\$	-	-	-
CAPITAL FUND	\$	-	-	-
OTHER AGENCIES FUND	\$	-	-	-
LODGING TAX FUND	\$	-	-	-
CRMC FUND	\$	-	-	-
OPC FUND	\$	-	-	-
Totals	\$	250,573.58	\$ -	\$ -

DATE: December 29, 2023

BOCC CHAIRMAN

DATE: December 29, 2023

COMMISSIONER

DATE: December 29, 2023

COMMISSIONER

DATE: December 29, 2023

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	250,573.58
AP + Fringes	\$	250,573.58
Total Pd Certification - Payroll	\$	250,573.58
Total Payroll + Fringes	\$	-

STATE OF COLORADO }  
                              } SS:  
COUNTY OF PROWERS }

Ending Check No.	70902
Beginning Check No.	70900

**Total Number of Checks:**

3

Prowers County Treasurer's Office

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Bank No:	2	Bank Account No:	10225	Check Amount
70900	12/29/2023	795	Prowers Co Road & Bridge					\$7,926.58
Invoice: 12292023-1								
Ledger: 00348439520								
			Transfer of Funds per Resolution					\$7,926.58
			Aviation - Transfer Out to					Transfer of Funds per Resolution
70901	12/29/2023	792	Prowers County					\$200,000.00
Invoice: 12292023								
Ledger: 00348439300								
			Transfer Funds Per Resolution					\$200,000.00
			Tax Relief Pmts to CG					Transfer Funds Per Resolution
70902	12/29/2023	753	Prowers County Public Health					\$42,647.00
Invoice: 12292023								
Ledger: 00102491000								
			Transfer of Funds Per Resolution					\$42,647.00
			Transfer Out to PHA Fun					Transfer of Funds Per Resolution
Total Of Checks:						\$250,573.58	Approved on	(Date)

Approved by:

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# Invoices Selected for Payment - By Fund

## Prowers County

Vendor Name	Invoice	Description	Amount
-------------	---------	-------------	--------

### Fund: 001 - County General Fund

Ledger: 001-02-491000 - Transfer Out to PHA Fund

Prowers County Public Health	12292023	Transfer of Funds Per Resolution	\$42,647.00
			\$42,647.00
		Subtotal for Fund 001 :	\$42,647.00

### Fund: 003 - Sales Use Tax Fund

Ledger: 003-48-439300 - Tax Relief Pmts to CG

Prowers County	12292023	Transfer Funds Per Resolution	\$200,000.00
			\$200,000.00

Ledger: 003-48-439520 - Aviation - Transfer Out to RB

Prowers Co Road & Bridge	12292023-1	Transfer of Funds per Resolution	\$7,926.58
			\$7,926.58
		Subtotal for Fund 003 :	\$207,926.58
		Grand Total :	\$250,573.58

## Fund Totals

Fund	Fund Name	Fund Total
001	County General Fund	\$42,647.00
003	Sales Use Tax Fund	\$207,926.58
	Grand Total:	\$250,573.58

RESOLUTION TO TRANSFER REVENUE BETWEEN FUNDS

Resolution No. 2023- 18

A resolution transferring sums of money to the various funds and spending agencies for Prowers County, Colorado, for the 2023 budget year.

WHEREAS, the Board of County Commissioners has adopted the annual budget in accordance with the Local Government Budget Law, on December 15, 2022, 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>
General Fund ACCT #0010	\$42,647	
Public Health Fund ACCT #0676		\$42,647

ADOPTED this 28<sup>th</sup> day of December 2023

  
\_\_\_\_\_  
Ron Cook, Chairman

ATTEST:

  
\_\_\_\_\_  
Jana Coen, County Clerk

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

  
\_\_\_\_\_  
Thomas Grasmick, Commissioner

RESOLUTION TO TRANSFER REVENUE BETWEEN FUNDS

Resolution No. 2023- 17

A resolution transferring sums of money to the various funds and spending agencies for Prowers County, Colorado, for the 2023 budget year.

WHEREAS, the Board of County Commissioners has adopted the annual budget in accordance with the Local Government Budget Law, on December 15, 2022, 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	\$ 7,926.58	
Road & Bridge Fund ACCT #0020		\$ 7,926.58

ADOPTED this 28<sup>th</sup> day of December 2023

  
\_\_\_\_\_  
Ron Cook, Chairman

ATTEST:

  
\_\_\_\_\_  
Jana Coen, County Clerk

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

  
\_\_\_\_\_  
Thomas Grasmick, Commissioner

RESOLUTION TO TRANSFER REVENUE BETWEEN FUNDS

Resolution No. 2023- 14

A resolution transferring sums of money to the various funds and spending agencies for Prowers County, Colorado, for the 2023 budget year.

WHEREAS, the Board of County Commissioners has adopted the annual budget in accordance with the Local Government Budget Law, on December 15, 2022, 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	\$200,000	
General Fund ACCT #0010		\$200,000

ADOPTED this 12<sup>th</sup> day of December 2023



Ron Cook, Chairman

Wendy Buxton-Andrade, Vice-Chairman

Thomas Grasmick, Commissioner

# 2024 Reorganization Meeting

**2024  
REORGANIZATION MEETING**

The Prowers County Board of County Commissioners met on January 9, 2024 at the hour of \_\_\_\_\_ p.m. for the annual Reorganization Meeting. Present were Commissioners Wendy Buxton-Andrade, Ron Cook, and Thomas Grasmick, as well as Jana Coen, Clerk & Recorder.

Whereupon Chairman Cook appointed County Clerk & Recorder, Jana Coen, as the temporary Chairperson for the purpose of reorganizing the Board, and yielded the Chair.

***RON: As Chairman of the Board of County Commissioners of Prowers County, Colorado, I hereby yield the Chair and appoint Prowers County Clerk & Recorder, Jana Coen, as the temporary Chairperson for the purpose of reorganizing the Board.***

***JANA: IS THERE A NOMINATION FOR CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS?***

**BOCC CHAIRMAN**

Commissioner \_\_\_\_\_ made a motion to appoint  
Commissioner \_\_\_\_\_ as Chairman of the Board for  
2024. 2<sup>nd</sup> by Commissioner \_\_\_\_\_

**JANA: ARE THERE ANY OTHER NOMINATIONS?**

***HEARING NO OTHER NOMINATIONS***

Vote:

Wendy: \_\_\_\_\_

Ron: \_\_\_\_\_

Tom: \_\_\_\_\_

***I NOW DECLARE THE MOTION***

**CARRIED or UNANIMOUS**

***AND RELINQUISH THE CHAIR TO THE ELECTED CHAIRMAN.***

**BOCC VICE-CHAIRMAN**

Commissioner \_\_\_\_\_ made a motion to **appoint**

**Commissioner** \_\_\_\_\_ **as Vice-Chairman of the Board**

for 2024. 2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_

Ron: \_\_\_\_\_

Tom: \_\_\_\_\_

**COUNTY ADMINISTRATOR**

Commissioner \_\_\_\_\_ made a motion to **re-appoint Mark**

**Westhoff as the County Administrator** for 2024 at the budgeted salary, effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_

Ron: \_\_\_\_\_

Tom: \_\_\_\_\_

**COUNTY ATTORNEY**

Commissioner \_\_\_\_\_ made a motion to **re-appoint Rose Pugliese, Esq.,** as the **County Attorney** for 2024 at the budgeted fee, effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**COUNTY PUBLIC HEALTH & ENVIRONMENT DIRECTOR**

Commissioner \_\_\_\_\_ made a motion to **re-appoint Meagan Hillman** as the **County Public Health & Environment Director** for 2024 at the budgeted salary, effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**COUNTY HUMAN SERVICES DIRECTOR**

Commissioner \_\_\_\_\_ made a motion to **re-appoint Lanie Meyers-Mireles** as the **County Director of Human Services** for 2024 at the budgeted salary, effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_



**COUNTY DESIGNATED EMERGENCY RESPONSE AUTHORITY (DERA) AND  
EMERGENCY PREPAREDNESS AUTHORITY**

Commissioner \_\_\_\_\_ made a motion to **appoint the  
Prowers County Sheriff, Sam Zordel, as the County Designated Emergency  
Response Authority (DERA) and Emergency Preparedness Authority** for 2024,  
effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**OFFICIAL NEWSPAPER**

Commissioner \_\_\_\_\_ made a motion to **designate The  
Lamar Ledger as the official newspaper** for 2024 effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**PUBLIC POSTING PLACE FOR BOCC MEETINGS**

Commissioner \_\_\_\_\_ made a motion that **the public place  
for posting of Commissioners' Meetings for 2024, effective January 1, 2024, be  
designated as outside the entrance to the County Commissioners' Meeting Room.**

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**15th JUDICIAL COMMUNITY CORRECTIONS ADVISORY BOARD**

Commissioner \_\_\_\_\_ made a motion to appoint  
Commissioner \_\_\_\_\_ to the  
**15th Judicial Community Corrections Advisory Board** effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**RESADA BOARD MEMBERS**

Commissioner \_\_\_\_\_ made a motion to appoint  
Commissioner \_\_\_\_\_ and Meagan Hillman, Public  
Health and Environment Director, to the **RESADA Board** effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**SECED BOARD MEMBERS**

Commissioner \_\_\_\_\_ made a motion to appoint  
Commissioner \_\_\_\_\_ (Local Business  
Representative), \_\_\_\_\_ (Commissioner  
Representative), and \_\_\_\_\_  
(Incorporated City Representative) to the **SECED Board** effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**SOUTHEAST COUNCIL OF GOVERNMENTS BOARD**

Commissioner \_\_\_\_\_ made a motion to appoint

Commissioner \_\_\_\_\_ and

\_\_\_\_\_ to the **Southeast Council of**

**Governments Board** effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**SE COLORADO REGION 19 OPIOID SETTLEMENT BOARD**

Commissioner \_\_\_\_\_ made a motion to appoint

Commissioner \_\_\_\_\_ and

\_\_\_\_\_ to the **SE Colorado Region 19 Opioid**

**Settlement Board** effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**E-911 BOARD**

Commissioner \_\_\_\_\_ made a motion to appoint

Commissioner \_\_\_\_\_ to the

**E-911 Board** effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**ADULT PROTECTION TEAM BOARD**

Commissioner \_\_\_\_\_ made a motion to appoint

Commissioner \_\_\_\_\_ to the

**Adult Protection Team Board** effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**CHILD PROTECTION TEAM BOARD**

Commissioner \_\_\_\_\_ made a motion to appoint

Commissioner \_\_\_\_\_ to the

**Child Protection Team Board** effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**ARKANSAS BASIN ROUNDTABLE**

Commissioner \_\_\_\_\_ made a motion to appoint

Commissioner \_\_\_\_\_ to the

**Arkansas Basin Roundtable** effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**LOWER ARKANSAS WATER MANAGEMENT ASSOCIATION BOARD**

Commissioner \_\_\_\_\_ made a motion to appoint  
Commissioner \_\_\_\_\_ to the

**Lower Arkansas Water Management Association** effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**PROWERS ECONOMIC PROSPERITY BOARD**

Commissioner \_\_\_\_\_ made a motion to appoint  
Commissioner \_\_\_\_\_ to the

**Prowers Economic Prosperity Board** effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**SAGE NUTRITION PROGRAM BOARD**

Commissioner \_\_\_\_\_ made a motion to appoint  
Commissioner \_\_\_\_\_ to the

**SAGE Nutrition Program Board** effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**SEBREA BOARD**

Commissioner \_\_\_\_\_ made a motion to appoint  
Commissioner \_\_\_\_\_ to the

**SEBREA Board** effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**SECRETAC**

Commissioner \_\_\_\_\_ made a motion to appoint  
Commissioner \_\_\_\_\_ to the

**SECRETAC** effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**SOUTHEAST COLORADO WATER CONSERVANCY BOARD**

Commissioner \_\_\_\_\_ made a motion to appoint  
Commissioner \_\_\_\_\_ to the

**Southeast Colorado Water Conservancy Board** effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_ Ron: \_\_\_\_\_ Tom: \_\_\_\_\_

**SCEDD BOARD**

Commissioner \_\_\_\_\_ made a motion to appoint

Commissioner \_\_\_\_\_ to the

**SCEDD Board** effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_

Ron: \_\_\_\_\_

Tom: \_\_\_\_\_

**TRIPARTITE (CSBG) BOARD**

Commissioner \_\_\_\_\_ made a motion to appoint

Commissioner \_\_\_\_\_ to the

**Tripartite (CSBG) Board** effective January 1, 2024.

2<sup>nd</sup> by Commissioner \_\_\_\_\_

Vote:

Wendy: \_\_\_\_\_

Ron: \_\_\_\_\_

Tom: \_\_\_\_\_

**PROWERS COUNTY BOARD OF COUNTY COMMISSIONERS**  
**LIST OF BOARDS ON WHICH THE**  
**COMMISSIONERS SERVE – 2024**

BOCC	15 <sup>th</sup> Judicial Community Corrections Board
Wendy	15 <sup>th</sup> Judicial Community Corrections Advisory Board
BOCC	4H Foundation
Wendy	Adult Protection Team
Ron & Tom	Arkansas Basin Roundtable
Wendy	Child Protection Team
Ron	E911 Board
BOCC	Holly Senior & Community Resource Center Board
BOCC	Lamar Airport Board
BOCC	Lower Arkansas Valley Water Conservancy District Board
Tom	Lower Arkansas Water Management Association (LAWMA)
BOCC	Prowers Area Transit Advisory Board
BOCC	Prowers County Board of Adjustment
BOCC	Prowers County Board of Health
BOCC	Prowers County Board of Human Services
Mark W.	Prowers Economic Prosperity (PEP)
Wendy	Region Six Alcohol & Drug Abuse, Co. (RESADA)
Ron	SAGE Nutrition Program
BOCC	Sand & Sage Fair Board
Ron	Southeast Colorado Business Retention, Expansion & Attraction (SEBREA)
Wendy & Tom	Southeast Colorado Enterprise Development, Inc. (SECED)
Ron	Southeast Council of Governments Board
Ron	Southeastern CO Regional Emergency & Trauma Advisory Council (SECRETAC)
Tom	Southeastern Colorado Water Conservancy District Board
Ron & Tom	Southern Colorado Economic Development District (SCEDD)
Wendy	Southeast Colorado Region 19 Opioid Settlement Board
Ron	Tripartite Board (CSBG)



# New Business 2024

**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 1-9-2024

**Submitter:** Administration & DHS/H3C

**Submitted to the County Administration Office on:** Email Poll 1-3-24

**Return Originals to:** Administration & DHS/H3C and Jana Coen

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Payment of 2024 Bills Presented, Voiding Checks if any, and DHS Funds which include H3C Funds.

**Justification or Background:**

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

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

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

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

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

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 1/9/2024

**Submitter:** Judy Wittman

**Submitted to the County Administration Office on:** 1/2/2024

**Return Originals to:** Judy Wittman and Jana Coen

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

**Contract Due Date:**

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

**Justification or Background:** Authorization for the Board of County Commissioners of Prowers County, Colorado, per Colorado State Statutes §24-75-601 Funds – Legal Investments.

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

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**THANK YOU!**

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

STATE OF COLORADO     )  
                                      ) ss.  
COUNTY OF PROWERS    )

**RESOLUTION AUTHORIZING  
TREASURER TO INVEST PUBLIC FUNDS**

**Resolution 2024 - \_\_\_\_**

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** as follows:

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

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

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

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

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

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

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

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

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

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

Motion duly made and seconded, the above read Resolution No. 2024- \_\_\_\_\_ was adopted this 9th day of January, 2024 by the Board of County Commissioners of the County of Prowers and State of Colorado. All previous resolutions concerning the deposit and investment of County funds are rescinded upon approval of this resolution.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Clerk to the Board of  
County Commissioners

  
\_\_\_\_\_  
Judy Wittman, Prowers County Treasurer

  
\_\_\_\_\_  
Gail Specht, Deputy Treasurer

Public Funds Resolution

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 1-4-2024

**Submitter:** Gary Harbert, Veterans Officer

**Submitted to the County Administration Office on:** 1-3-2024

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

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of County Veterans Service Officer's Monthly Report and Certification of Pay - December 2023

**Justification or Background:**

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

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

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

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

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

**Approved by the County Attorney on:**



## Colorado Division of Veterans Affairs

### County Veterans Service Officer Monthly Report and Pay Request

State Fiscal Year 2023-2024

County:

PROWERS

Month:

DECEMBER 2023

In compliance with C.R.S. § 28-5-707 and for the purposes of semiannual payment, we hereby certify that 168 hours have been worked by accredited veterans service officers and assistants in the month stated above.

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

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

Telephone Calls	108
Emails	141
Appointments	35
Outreach Events	1
Total Served	285

#### Appendix C

CVA 26-County Veterans Service Office monthly report and pay request  
October 2023-supersedes all earlier versions

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

Gary Harlow  
County Veterans Service Officer

1/3/2024  
Date

\_\_\_\_\_  
County Commissioner or Designee

\_\_\_\_\_  
Date

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

to: Colorado Division of Veterans Affairs

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



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 1-9-2024 (New Business)

**Submitter:** Administration

**Submitted to the County Administration Office on:** 1-2-2024

**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 2024 IRS Mileage Reimbursement Rates for Travel Related to County Business for County Employees at .67 cents per mile and the Reimbursement Rate for Travel Related to Medical Care for County Employee Flex Savings Accounts at .21 cents per mile.

**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):**



# **IRS issues standard mileage rates for 2024; mileage rate increases to 67 cents a mile, up 1.5 cents from 2023**

IR-2023-239, Dec. 14, 2023

WASHINGTON — The Internal Revenue Service today issued the 2024 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2024, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 67 cents per mile driven for business use, up 1.5 cents from 2023.
- 21 cents per mile driven for medical or moving purposes for qualified active-duty members of the Armed Forces, a decrease of 1 cent from 2023.
- 14 cents per mile driven in service of charitable organizations; the rate is set by statute and remains unchanged from 2023.

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

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

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

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

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

**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 01/09/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 01/03/2023

**Return Originals to:** Mark Westhoff

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of 2024 Prowers County Government Organization Chart.

**Justification or Background:**

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

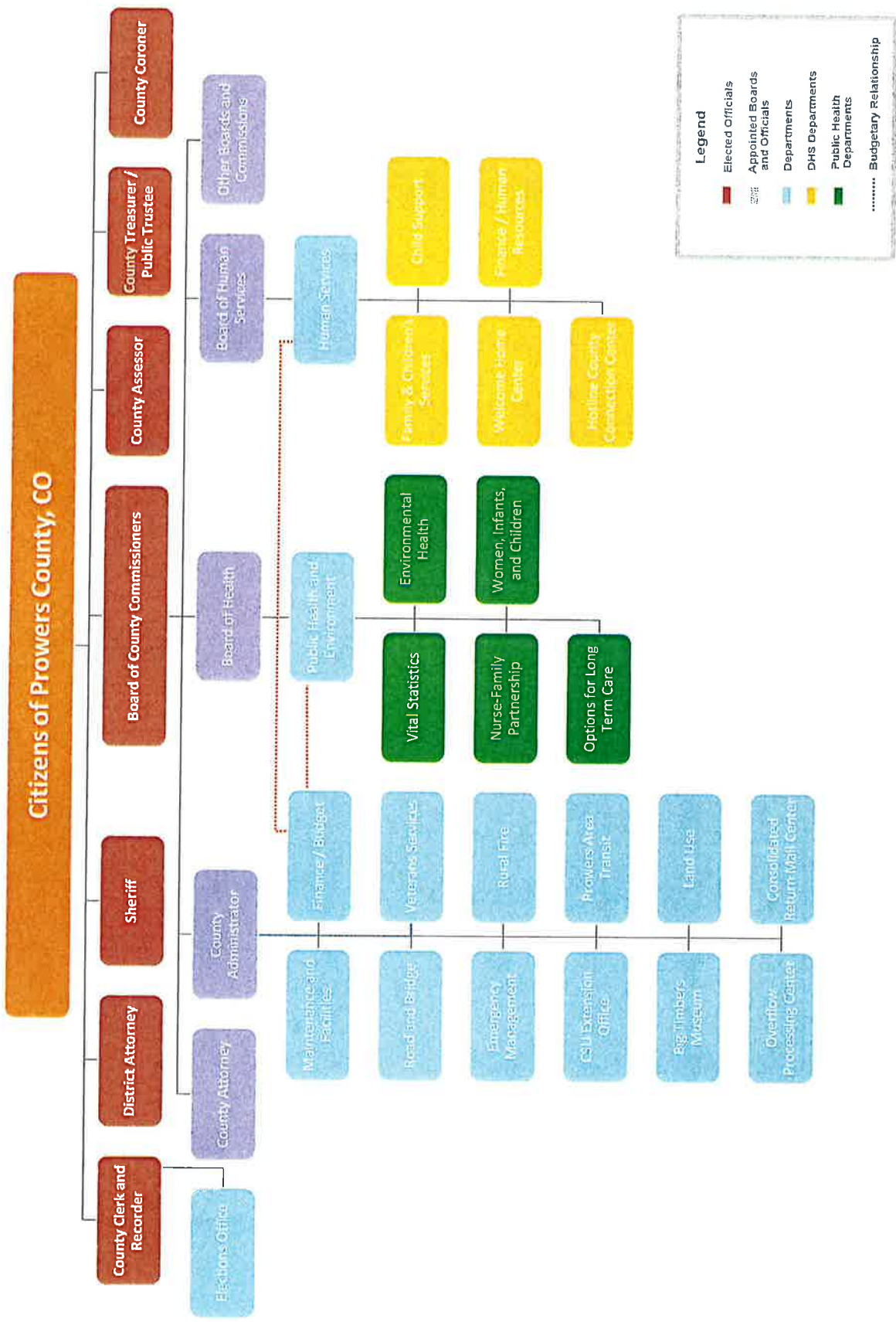
County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**THANK YOU!**



## PROWERS COUNTY AGENDA ITEM REQUEST FORM

**Hearing Date Requested:** 1/9/24

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 12/18/23

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

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

**Contract Due Date:** ASAP

**Item Title/Recommended Board Action:**

“Consider approval of Memorandum of Understanding between the State of Colorado Department of Early Childhood and the Board of County Commissioners of Prowers County effective the 1<sup>st</sup> day of January 2024 through June 30, 2025.”

\*I verified this MOU requires Commissioner signature so Ron will receive a DocuSign request.

**Justification or Background:**

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

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

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

State:

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**THANK YOU!**



**COLORADO**  
**Department of Human Services**

**MEMORANDUM OF UNDERSTANDING - ANNUAL REAFFIRMATION**

The State of Colorado Department of Human Services and the Board of County Commissioners or other elected governing body of \_\_\_\_\_ County, Colorado.

This Memorandum of Understanding (MOU) is made this 1<sup>st</sup> day of July, 2022 between the State of Colorado Department of Human Services (CDHS) and the Board of the County Commissioners or other elected governing body of \_\_\_\_\_ County, Colorado (the "County").

CDHS is the sole state agency with the responsibility to administer or supervise the administration of the human services programs listed in CRS 26-1-201.

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal "Personal Responsibility and Work Opportunity Reconciliation Act of 1996" thereby adopting the Colorado Works Program ("Works Program") for the purposes of this MOU.

CRS 26-2-715 requires CDHS, and the County to enter into an annual performance contract that explains the County's duties and responsibilities in implementing the Works Program.

CDHS and the County understand and agree that the services and assistance outlined in this MOU are subject to available appropriations by the General Assembly, and the County. Neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDHS and the County:

**1) MOU MEETS PERFORMANCE CONTRACT REQUIREMENT**

- a) The parties agree that the provisions of this MOU constitute compliance with CRS 26-2-715.

**2) TERM**

- a) The term of this MOU will be from July 1, 2022 through June 30, 2025. This MOU shall be reaffirmed annually through an amendment signed by both parties.

**3) REQUIRED DUTIES OF THE COUNTY**

- a) The County will administer and implement the Works Program using fair and objective criteria, and in compliance with federal law, State Statute, and applicable program policy in 9 CCR 2503-6 (Works Program).
- b) The County will not reduce the basic assistance grant administered according to CRS 26-2-709, except as otherwise outlined in 9 CCR 2503-6.
- c) The County will not restrict eligibility or the provisions of services, nor will it impose sanctions that are inconsistent with State Statute or Federal law and applicable program policy, including the process and sanctions outlined in 9 CCR 2503-6.



**COLORADO**  
**Department of Human Services**

d) For the term of this MOU, the County's negotiated Work Participation Rate (WPR) will be held accountable only to the adjusted WPR, after the caseload reduction credit is applied, with the elimination and removal of the Two-Parent rate. The County's agreement to meet the federally required participation rate is relevant to CDHS's anticipation that CDHS will, in turn, be able to meet any work participation rates imposed by the federal government.

e) The parties acknowledge that the WPR is, as of the signing of this MOU, the only federally mandated performance goal identified specifically in CRS 26-2-712 (4). The parties also acknowledge that in an effort to help individuals prepare for and enter the workforce, they are encouraged to adopt employment focused measures, as outlined under "OPTIONAL OUTCOME MEASURES" below.

f) The County will maintain sufficient records, and will permit CDHS or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDHS as specified in CRS 26-2-717 for the Colorado Works Program. The County must also continue to report to CDHS as currently required by CRS 26-2-716 and 717 for the Colorado Works Program and must report to CDHS as required by law. In addition, Counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.

g) As specified by rule and state statute, counties shall have flexibility in determining the approaches needed to achieve federal and State requirements. The County agrees to provide CDHS with its adopted policies and any updated written information when, or if, changes to these policies are made in these Programs. The County agrees to provide the information and policies specified in paragraph (h) herein, to CDHS for review and approval prior to adopting aforementioned policies.

h) Outside of what is required by statute or rule, the parties agree that information and policies provided by the County to CDHS, as described in paragraph (g) herein, are for informational purposes and are provided to assist CDHS in meeting its responsibilities, with respect to the Colorado Works Programs. Nothing in this MOU gives CDHS the authority to require any County policies beyond what is required by statute or rule. The County acknowledges CDHS's right to review, comment upon or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.

i) The County will utilize the technical assistance, training and reporting or tracking resources offered by CDHS in order to administer the Programs, including those that support the four purposes of Temporary Assistance to Needy Families (TANF) and will meet the WPR.

j) The County will participate in formal expeditious vetting processes with CDHS to review, draft and recommend policies or rule changes that would have a positive impact on WPR and meet federal guidelines.

k) In order to maximize the caseload reduction credit for the State, the County will actively identify and report third party Maintenance of Effort (MOE) contributions, in accordance with the timelines and guidelines established by CDHS.

**4) OPTIONAL OUTCOME MEASURES**

a) Counties may submit a proposal as an attachment to this MOU, describing additional employment focused performance measures, specific to employment. Such proposals may be submitted either at the time of execution or at any time during the period of this MOU. The proposal is limited to issues





## **COLORADO**

### **Department of Human Services**

regarding the pursuit of programs, strategies, and associated evaluation plans that focus on improving employment outcomes and contribute to the evidence base for effective programs. In addition, terms and conditions will require either interim targets for each performance measure or a framework for how interim goals will be set after the baseline measures are established. The terms and conditions will establish a review process for programs, strategies and metrics designed to achieve optimal outcomes.

b) Upon approval of the proposal by CDHS, the County or region will be subject to the performance measures, interim goals, and other conditions set forth in the MOU addendum, and negotiated WPR that consider employment focused outcome measures and anticipated statewide case-load credit reductions.

#### **5) DUTIES OF CDHS**

a) In consultation with the Counties, CDHS will oversee the statewide implementation of the Works Program, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.

b) CDHS will monitor the County's provision of basic assistance grants and, if necessary, perform the duties outlined in CRS 26-2-712 (5).

c) CDHS exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Benefit System and its application relative to the Works Program. Because the State Benefit System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be sanctioned or required to follow a remediation plan for erroneous decisions made by the State Benefit System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of amount of benefits, erroneous decisions resulting in overpayments and subsequent claims, and erroneous decisions resulting in underpayments and subsequent supplemental payments of restorative benefits.

(1) The State acknowledges that liability to third parties resulting from erroneous, inaccurate or inadequate State Benefits System notices to Works Program households, is properly the State's liability. CDHS will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph as a State Benefit System caused error. This provision does not apply to any errors, claims or issues caused by the County's inaccurate data entry in the system, the County's failure to follow clear, reasonable, and lawful instruction, or failure to follow program rules formally adopted by the State Board of Human Services. This provision does apply to the State Benefit System training and data entry rules and/or any rules that are part of the State Benefit System rule engine.

d) CDHS will develop and provide training for Works Program staff, as required by CRS 26-2-712 (7).

e) CDHS will hold Contracted Agencies with cooperative agreements with the State Department responsible for providing reception and placement services for refugees, accountable to its own WPR and must not include refugees receiving Contracted Agency's services in the County's calculation of the WPR. The Contracted Agency's negotiated WPR will be held accountable only to the adjusted WPR after the case-load reduction credit is applied with the elimination and removal of the Two-Parent rate.

f) CDHS will use valid data from the State Benefit System and other sources, as necessary, to accurately calculate the County's WPR. Prior to submitting its calculation to the federal government, CDHS will provide the County the individual data variables and supporting information used in the





**COLORADO**  
**Department of Human Services**

calculations, so that the County may review the data to ensure the accuracy, validity and proper calculation of the WPR.

- g) CDHS will provide technical assistance and available resources to the Counties to help Counties meet WPR and Payment Accuracy Goals.
- h) CDHS will provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program, in support of the four purposes of TANF and to meet WPR.
- i) CDHS will conduct formal expeditious collaborative processes with the County to review, draft and recommend policies or rule changes that would have a positive impact on work participation rate and meet federal guidelines.
- j) In order to maximize the caseload reduction credit for the State, CDHS agrees to actively identify and report third party Maintenance of Effort (MOE) contributions.
- k) The amount identified for a County's level of spending shall be identified annually in the Allocation Agency Letter as required in CRS 26-2-712.

**6) JOINT STATE AND COUNTY DUTIES**

- a) The State and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to the WPR.
- b) As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federally required performance requirements.
- c) The State and the Counties will work together to ensure that the information entered and reported in the Colorado Benefits Management System is as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the systems.

**7) REMEDIATION PLANS**

The County, in consultation with CDHS may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:

- a) Spending, federal or state, Works Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
- b) Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or failing to meet the negotiated performance measures;
- c) Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan, and applicable program policy;

**8) SANCTIONS**



**COLORADO**  
**Department of Human Services**

a) Subject to the limitations set forth herein, if CDHS subject to a federal sanction, and the County's remediation plan was insufficient, CDHS may impose sanctions on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:

1. Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or not meeting negotiated performance measures;
2. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan and applicable program policy;

b) A sanction should not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.

c) The county will not be sanctioned or required to follow a remediation plan if:

1. the County can demonstrate by a preponderance of evidence that CDHS provided inaccurate guidance, training or data with regards to performance under this MOU; and,
2. that the County's reliance on this information is the proximate cause for the imposed sanctions. If the County can only demonstrate that it is the proximate cause for part of the sanction, the County will not be liable for that portion of the sanction.

**9) PROCEDURES FOR IMPOSING REMEDIATION PLAN OR SANCTIONS**

a) The process for a sanction or remediation plan against the County by CDHS will be as follows:

1. CDHS will provide the County with written notice of the County's failure to meet the performance measures outlined in this MOU. This notification will include all associated documentation that supports CDHS's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged performance problem.
2. If the County's remediation plan does not rectify the performance problem, CDHS may determine the appropriate level of sanction. CDHS shall take into consideration as a mitigating factor any violation of a state regulation that exceeds or conflicts the requirements of the federal law. CDHS will provide the County one hundred eighty (180) days written notice of the proposed sanction before imposing any sanction. This notification will include the rationale of imposing the sanction, as well as, all associated documentation, a calculation of the proposed sanction, and an indication of what constitutes a remedy or correction that will allow the County to avert the sanction, if any remedy or correction is possible. Upon receiving such notice, the County has sixty (60) days to contest, explain or offer evidence of mitigating factors, sanctions are imposed.
3. If a sanction is imposed, the amount cannot be greater than that imposed by the federal government. If CDHS has incurred a sanction due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be sanctioned for its share of the sanction.



**COLORADO**  
**Department of Human Services**

b) CDHS will provide the County with all documents received from the federal government related to any proposed or imposed federal sanction within twenty (20) days of receipt, together with all CDHS documents related to the actions giving rise to that federal sanction, or that related to the sanction process. If CDHS fails to provide the required documentation within the twenty (20) days, it may not hold the County liable for that sanction.

**10) CIRCUMSTANCES FOR CDHS ASSUMING ADMINISTRATION**

a) If the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDHS may assume the County's administration and implementation of the Works Program.

i) In that event, CDHS will provide the County ninety (90) days written notice before assuming these duties. Upon receipt of such notice, the County shall have the opportunity to contest, explain, offer evidence of mitigating factors, or to correct the failure before assuming the duties.

b) If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion, may ask CDHS to assume the County's administration and implementation of the Works Program. CDHS is under no obligation to accept or assume the administration of the Works Program.

i) If CDHS assumes the County's administration and implementation of the Works Program, it may retain the unused portion of the allocation that was provided to the County, as part of the County's block grant for its administration and implementation of the Program, in accordance with the formulas described in CRS 26-2-714 for the Colorado Works Program. CDHS will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS 26-2-717 for the Colorado Works Program

**11) DISCRETIONARY MATTERS**

The parties agree that all portions of Part 7 or Article 2 of Title 26, C.R.S. for the Colorado Works Program grant discretion to either party regarding the administration of the Works in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

**12) SEVERABILITY**

To the extent that this MOU is executed, and the performance of the obligations of the parties may be accomplished within the intent of the MOU, the terms of the MOU are severable. Thus, should any term or provision herein be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein. The waiver of any break of term, herein shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.

**13) INTEGRATION OF UNDERSTANDING**

This MOU is intended as the complete integration of the understanding between the parties concerning the matters negotiated between them and incorporated in this MOU. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed by the parties.



**COLORADO**  
**Department of Human Services**

The parties recognize the nature of the relationship between the County and State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of State statutes and rules, and for Colorado Works includes, lawful rules promulgated by the State Board of Human Services. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

**14) NO THIRD-PARTY BENEFICIARY**

This MOU is binding on CDHS and the County as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of the MOU are reserved for CDHS and the County, to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third-party receiving services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

**15) DISPUTE RESOLUTION**

- a) Prior to the execution of this document, if CDHS or the County are unable to reach agreement concerning the inclusion of, or wording of, provisions of the MOU that apply to the Colorado Works Program, either CDHS or the County may refer the dispute to the State Board of Human Services for resolution pursuant to the provisions of CRS 26-2-715 (3).
- b) Subsequent to the execution of this document, CDHS and the Counties will work in good faith to resolve a dispute arising from any provision of this executed MOU as applied to the Colorado Works program. If the parties are unable to resolve such dispute, any of the following non-binding mediation options are available by agreement of the parties;
  - i) Mediation by the Governor or a third party of the Governor's choosing. Such review must be initiated by notice provided to the Governor and other party, by certified mail. Decision by the Governor, or his appointed third-party, in non-binding.
  - ii) Mediation by a dispute resolution panel, to consist of one County designated member, one CDHS designated member, and one member selected by the other two panelists. Each party must pay for its own costs and attorney fees and must share equally in any fees paid to panel members. The panel's decision shall be made by a majority vote of its members and is non-binding.
  - iii) Mediation by the State Board of Human Services. If the State Board is requested to mediate, the provisions of CRS 26-2-715 concerning time limits and final effect of the State Board's decision will not apply. The State Board of Human Services' decision is non-binding.
- c) None of these options will be a jurisdictional prerequisite to legal action by either party.

**Clint Woodruff**

Digitally signed by Clint Woodruff  
Date: 2023.12.15 11:54:59 -07'00'

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Clint Woodruff, Acting Executive Director, State of Colorado Department of Human Services



**COLORADO**  
**Department of Human Services**

COUNTY OF \_\_\_\_\_ COLORADO, by and through the BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
County Clerk to the Board

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

## **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 1/9/24

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 12/20/23

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

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

**Contract Due Date:** ASAP

**Item Title/Recommended Board Action:**

“Consider approval of Memorandum of Understanding – Annual Reaffirmation between The Board of County Commissioners of Prowers County and the Colorado Department of Human Services for the purposes of outliing the annual performance contract related to the responsibility of implementing the Colorado Works program.”

**Justification or Background:**

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

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**THANK YOU!**



**COLORADO**  
**Department of Human Services**

**MEMORANDUM OF UNDERSTANDING - ANNUAL REAFFIRMATION**

The State of Colorado Department of Human Services and the Board of County Commissioners or other elected governing body of Prowers County, Colorado.

This Memorandum of Understanding (MOU) is made this 1<sup>st</sup> day of July, 2022 between the State of Colorado Department of Human Services (CDHS) and the Board of the County Commissioners or other elected governing body of Prowers County, Colorado (the "County").

CDHS is the sole state agency with the responsibility to administer or supervise the administration of the human services programs listed in CRS 26-1-201.

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal "Personal Responsibility and Work Opportunity Reconciliation Act of 1996" thereby adopting the Colorado Works Program ("Works Program") for the purposes of this MOU.

CRS 26-2-715 requires CDHS, and the County to enter into an annual performance contract that explains the County's duties and responsibilities in implementing the Works Program.

CDHS and the County understand and agree that the services and assistance outlined in this MOU are subject to available appropriations by the General Assembly, and the County. Neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDHS and the County:

**1) MOU MEETS PERFORMANCE CONTRACT REQUIREMENT**

- a) The parties agree that the provisions of this MOU constitute compliance with CRS 26-2- 715. 2)

**TERM**

- a) The term of this MOU will be from July 1, 2022 through June 30, 2025. This MOU shall be reaffirmed annually through an amendment signed by both parties.

**3) REQUIRED DUTIES OF THE COUNTY**

- a) The County will administer and implement the Works Program using fair and objective criteria, and in compliance with federal law, State Statute, and applicable program policy in 9 CCR 2503-6 (Works Program).
- b) The County will not reduce the basic assistance grant administered according to CRS 26-2-709, except as otherwise outlined in 9 CCR 2503-6.
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are inconsistent with State Statute or Federal law and applicable program policy, including the process and sanctions outlined in 9 CCR 2503-6.



**COLORADO**

**Department of Human Services**

d) For the term of this MOU, the County's negotiated Work Participation Rate (WPR) will be held accountable only to the adjusted WPR, after the caseload reduction credit is applied, with the elimination and removal of the Two-Parent rate. The County's agreement to meet the federally required participation rate is relevant to CDHS's anticipation that CDHS will, in turn, be able to meet any work participation rates imposed by the federal government.

e) The parties acknowledge that the WPR is, as of the signing of this MOU, the only federally mandated performance goal identified specifically in CRS 26-2-712 (4). The parties also acknowledge that in an effort to help individuals prepare for and enter the workforce, they are encouraged to adopt employment focused measures, as outlined under "OPTIONAL OUTCOME MEASURES" below.

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g) As specified by rule and state statute, counties shall have flexibility in determining the approaches needed to achieve federal and State requirements. The County agrees to provide CDHS with its adopted policies and any updated written information when, or if, changes to these policies are made in these Programs. The County agrees to provide the information and policies specified in paragraph (h) herein, to CDHS for review and approval prior to adopting aforementioned policies.

h) Outside of what is required by statute or rule, the parties agree that information and policies provided by the County to CDHS, as described in paragraph (g) herein, are for informational purposes and are provided to assist CDHS in meeting its responsibilities, with respect to the Colorado Works Programs. Nothing in this MOU gives CDHS the authority to require any County policies beyond what is required by statute or rule. The County acknowledges CDHS's right to review, comment upon or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.

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j) The County will participate in formal expeditious vetting processes with CDHS to review, draft and recommend policies or rule changes that would have a positive impact on WPR and meet federal guidelines.

k) In order to maximize the caseload reduction credit for the State, the County will actively identify and report third party Maintenance of Effort (MOE) contributions, in accordance with the timelines and guidelines established by CDHS.



#### **4) OPTIONAL OUTCOME MEASURES**

a) Counties may submit a proposal as an attachment to this MOU, describing additional employment focused performance measures, specific to employment. Such proposals may be submitted either at the time of execution or at any time during the period of this MOU. The proposal is limited to issues



**COLORADO**

**Department of Human Services**

regarding the pursuit of programs, strategies, and associated evaluation plans that focus on improving employment outcomes and contribute to the evidence base for effective programs. In addition, terms and conditions will require either interim targets for each performance measure or a framework for how interim goals will be set after the baseline measures are established. The terms and conditions will establish a review process for programs, strategies and metrics designed to achieve optimal outcomes.

b) Upon approval of the proposal by CDHS, the County or region will be subject to the performance measures, interim goals, and other conditions set forth in the MOU addendum, and negotiated WPR that consider employment focused outcome measures and anticipated statewide case-load credit reductions.

#### **5) DUTIES OF CDHS**

a) In consultation with the Counties, CDHS will oversee the statewide implementation of the Works Program, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.

b) CDHS will monitor the County's provision of basic assistance grants and, if necessary, perform the duties outlined in CRS 26-2-712 (5).

c) CDHS exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Benefit System and its application relative to the Works Program. Because the State Benefit System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be sanctioned or required to follow a remediation plan for erroneous decisions made by the State Benefit System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of amount of benefits, erroneous decisions resulting in overpayments and subsequent claims, and erroneous decisions resulting in underpayments and subsequent supplemental payments of restorative benefits.

(1) The State acknowledges that liability to third parties resulting from erroneous, inaccurate or inadequate State Benefits System notices to Works Program households, is properly the State's liability. CDHS will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph as a State Benefit System caused error. This provision does not apply to any errors, claims or issues caused by the County's inaccurate data entry in the system, the County's failure to follow clear, reasonable, and lawful instruction, or failure to follow program rules formally adopted by the State Board of Human Services. This provision does apply to the State Benefit System training and data entry rules and/or any rules that are part of the State Benefit System rule engine.

d) CDHS will develop and provide training for Works Program staff, as required by CRS 26-2-712 (7).

e) CDHS will hold Contracted Agencies with cooperative agreements with the State Department

responsible for providing reception and placement services for refugees, accountable to its own WPR and must not include refugees receiving Contracted Agency's services in the County's calculation of the WPR. The Contracted Agency's negotiated WPR will be held accountable only to the adjusted WPR after the case-load reduction credit is applied with the elimination and removal of the Two-Parent rate.

f) CDHS will use valid data from the State Benefit System and other sources, as necessary, to accurately calculate the County's WPR. Prior to submitting its calculation to the federal government, CDHS will provide the County the individual data variables and supporting information used in the



**COLORADO**

**Department of Human Services**

calculations, so that the County may review the data to ensure the accuracy, validity and proper calculation of the WPR.

g) CDHS will provide technical assistance and available resources to the Counties to help Counties meet WPR and Payment Accuracy Goals.

h) CDHS will provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program, in support of the four purposes of TANF and to meet WPR.

i) CDHS will conduct formal expeditious collaborative processes with the County to review, draft and recommend policies or rule changes that would have a positive impact on work participation rate and meet federal guidelines.

j) In order to maximize the caseload reduction credit for the State, CDHS agrees to actively identify and report third party Maintenance of Effort (MOE) contributions.

k) The amount identified for a County's level of spending shall be identified annually in the Allocation Agency Letter as required in CRS 26-2-712.

#### **6) JOINT STATE AND COUNTY DUTIES**

a) The State and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to the WPR.

b) As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federally required performance requirements.

c) The State and the Counties will work together to ensure that the information entered and reported in the Colorado Benefits Management System is as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the systems.

#### **7) REMEDIATION PLANS**

The County, in consultation with CDHS may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:

a) Spending, federal or state, Works Program funds in a manner disallowed by Federal or State law,

which could include receipts or recoveries that are not reported;

b) Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or failing to meet the negotiated performance measures;

c) Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan, and applicable program policy;

#### **8) SANCTIONS**



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**Department of Human Services**

a) Subject to the limitations set forth herein, if CDHS subject to a federal sanction, and the County's remediation plan was insufficient, CDHS may impose sanctions on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:

1. Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or not meeting negotiated performance measures;
2. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan and applicable program policy;

b) A sanction should not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.

c) The county will not be sanctioned or required to follow a remediation plan if:

1. the County can demonstrate by a preponderance of evidence that CDHS provided inaccurate guidance, training or data with regards to performance under this MOU; and,
2. that the County's reliance on this information is the proximate cause for the imposed sanctions. If the County can only demonstrate that it is the proximate cause for part of the sanction, the County will not be liable for that portion of the sanction.

#### **9) PROCEDURES FOR IMPOSING REMEDIATION PLAN OR SANCTIONS a) The process**

for a sanction or remediation plan against the County by CDHS will be as follows:

1. CDHS will provide the County with written notice of the County's failure to meet the performance measures outlined in this MOU. This notification will include all associated documentation that supports CDHS's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged performance problem.
2. If the County's remediation plan does not rectify the performance problem, CDHS may

determine the appropriate level of sanction. CDHS shall take into consideration as a mitigating factor any violation of a state regulation that exceeds or conflicts the requirements of the federal law. CDHS will provide the County one hundred eighty (180) days written notice of the proposed sanction before imposing any sanction. This notification will include the rationale of imposing the sanction, as well as, all associated documentation, a calculation of the proposed sanction, and an indication of what constitutes a remedy or correction that will allow the County to avert the sanction, if any remedy or correction is possible. Upon receiving such notice, the County has sixty (60) days to contest, explain or offer evidence of mitigating factors, sanctions are imposed.

3. If a sanction is imposed, the amount cannot be greater than that imposed by the federal government. If CDHS has incurred a sanction due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be sanctioned for its share of the sanction.



- b) CDHS will provide the County with all documents received from the federal government related to any proposed or imposed federal sanction within twenty (20) days of receipt, together with all CDHS documents related to the actions giving rise to that federal sanction, or that related to the sanction process. If CDHS fails to provide the required documentation within the twenty (20) days, it may not hold the County liable for that sanction.

#### **10) CIRCUMSTANCES FOR CDHS ASSUMING ADMINISTRATION**

- a) If the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDHS may assume the County's administration and implementation of the Works Program.
- i) In that event, CDHS will provide the County ninety (90) days written notice before assuming these duties. Upon receipt of such notice, the County shall have the opportunity to contest, explain, offer evidence of mitigating factors, or to correct the failure before assuming the duties.
- b) If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion, may ask CDHS to assume the County's administration and implementation of the Works Program. CDHS is under no obligation to accept or assume the administration of the Works Program.
- i) If CDHS assumes the County's administration and implementation of the Works Program, it may retain the unused portion of the allocation that was provided to the County, as part of the County's block grant for its administration and implementation of the Program, in accordance with the formulas described in CRS 26-2-714 for the Colorado Works Program. CDHS will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS 26-2-717 for the Colorado Works Program

#### **11) DISCRETIONARY MATTERS**

The parties agree that all portions of Part 7 or Article 2 of Title 26, C.R.S. for the Colorado Works Program grant discretion to either party regarding the administration of the Works in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

## **12) SEVERABILITY**

To the extent that this MOU is executed, and the performance of the obligations of the parties may be accomplished within the intent of the MOU, the terms of the MOU are severable. Thus, should any term or provision herein be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein. The waiver of any break of term, herein shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.

## **13) INTEGRATION OF UNDERSTANDING**

This MOU is intended as the complete integration of the understanding between the parties concerning the matters negotiated between them and incorporated in this MOU. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed by the parties.



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**Department of Human Services**

The parties recognize the nature of the relationship between the County and State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of State statutes and rules, and for Colorado Works includes, lawful rules promulgated by the State Board of Human Services. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

## **14) NO THIRD-PARTY BENEFICIARY**

This MOU is binding on CDHS and the County as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of the MOU are reserved for CDHS and the County, to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third-party receiving services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

## **15) DISPUTE RESOLUTION**

- a) Prior to the execution of this document, if CDHS or the County are unable to reach agreement concerning the inclusion of, or wording of, provisions of the MOU that apply to the Colorado Works Program, either CDHS or the County may refer the dispute to the State Board of Human Services for resolution pursuant to the provisions of CRS 26-2-715 (3).
- b) Subsequent to the execution of this document, CDHS and the Counties will work in good faith to resolve a dispute arising from any provision of this executed MOU as applied to the Colorado Works program. If the parties are unable to resolve such dispute, any of the following non-binding mediation options are available by agreement of the parties;
  - i) Mediation by the Governor or a third party of the Governor's choosing. Such review must be initiated by notice provided to the Governor and other party, by certified mail. Decision by the Governor, or his appointed third-party, in non-binding.

ii) Mediation by a dispute resolution panel, to consist of one County designated member, one CDHS designated member, and one member selected by the other two panelists. Each party must pay for its own costs and attorney fees and must share equally in any fees paid to panel members. The panel's decision shall be made by a majority vote of its members and is non-binding.

iii) Mediation by the State Board of Human Services. If the State Board is requested to mediate, the provisions of CRS 26-2-715 concerning time limits and final effect of the State Board's decision will not apply. The State Board of Human Services' decision is non-binding.

c) None of these options will be a jurisdictional prerequisite to legal action by either party.

\_\_\_\_\_  
Clint  
Woodruff, Acting Executive Director, State of Colorado Department of Human Services



**COLORADO**  
Department of Human Services

COUNTY OF PROWERS COLORADO, by and through the BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
Ron Cook, Chairman

ATTEST:

\_\_\_\_\_  
Jana Coen, County Clerk to the Board

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

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 1-9-2024

**Submitter:** Meagan Hillman, PH Director

**Submitted to the County Administration Office on:** 12-13-2023

**Return Originals to:** Meagan Hillman, PH Director

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

**Contract Due Date:** ASAP

**Item Title/Recommended Board Action:**

Consider approval of Intergovernmental Grant Agreement No. 2024\*3051 for SLFRF in the amount of \$85,929.00, SFY 2024 with an End Date of June 30, 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:** 12-13-2023

**Additional Approvals (if required):**



State of Colorado  
Intergovernmental Grant Agreement for SLFRF

COVER PAGE

<b>State Agency</b> Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	<b>Agreement Number</b> 2024*3051
<b>Grantee</b> Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) 301 South Main Street, #215 Lamar CO 81052 for the use and benefit of the Prowers County Public Health 1001 South Main Street Lamar CO 81052-3838 <b>Grantee UEL</b> Y8C4HSXY95M6	<b>Agreement Performance Beginning Date</b> The later of the Effective Date or December 15, 2023
	<b>Initial Agreement Expiration Date</b> June 30, 2024
<b>Agreement Maximum Amount</b> Initial Term State Fiscal Year 2024 \$85,929.00  Total for All State Fiscal Years \$85,929.00	<b>Fund Expenditure End Date</b> June 30, 2024
	<b>Agreement Authority</b> Authority to enter into this Contract exists in: CRS 25-1.5-101 - CRS 25-1.5-113
<b>Agreement Purpose</b> Support Core Public Health Services with Revenue Replacement Expenditure Category 6.1 Provision of Government Services	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: 1. Exhibit A, Statement of Work. 2. Exhibit B, Sample Option Letter. 3. Exhibit C, Budget. 4. Exhibit D, Federal Provisions. 5. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds 6. Exhibit F, SLFRF Reporting Modification Form  In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit D, Federal Provisions 2. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds 3. The provisions of the other sections of the main body of this Agreement. 4. Exhibit A, Statement of Work. 5. Exhibit B, Sample Option Letter. 6. Exhibit C, Budget. 7. Exhibit F, SLFRF Reporting Modification Form	
<b>Principal Representatives</b> For the State: Michele Shimomura, Director Office of Public Health Practice, Planning, & Local Partnerships Colorado Department of Public Health and Environment 4300 Cherry Creek Dr S Denver, CO 80246 Michele.Shimomura@state.co.us  For Grantee: Meagan Hillman Public Health Director Prowers County Public Health 1001 South Main Street Lamar CO 81052 mhillman@prowerscounty.net	



**FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD**

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$3,828,761,790

\* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

**SIGNATURE PAGE****THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT**

<b>GRANTEE</b>	<b>STATE OF COLORADO</b>
Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) for the use and benefit of the Prowers County Public Health	Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
_____ By: Signature	_____ By: Signature
Meagan Hillman	
_____ Name of Person Signing for Contractor	_____ Name of Executive Director Delegate
Director	
_____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
Date: _____	Date: _____

In accordance with §24-30-202, C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

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

\_\_\_\_\_  
Name of State Controller Delegate

\_\_\_\_\_  
Title of State Controller Delegate

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

## 1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Intergovernmental Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the first page of this Intergovernmental Grant Agreement (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

## 2. TERM

### A. Initial Grant Term and Extension

The Parties' respective performances under this Intergovernmental Grant Agreement shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement showing the new Grant Expiration Date.

### B. Extension Terms – State's Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Exhibit B, Sample Option Letter. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. The total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

### C. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of

Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

D. **Grantee's Termination Under Federal Requirements**

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

**3. DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. **"Budget"** means the budget for the Work described in Exhibit A.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- E. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Intergovernmental Grant Agreement.
- F. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.
- G. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Intergovernmental Grant Agreement.
- H. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant
- I. **"Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement
- J. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- K. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. US Department of the Treasury is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- L. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- N. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- O. **“Intergovernmental Grant Agreement”** means this Agreement which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- P. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- R. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- T. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. **“Recipient”** means the State Agency shown on the first page of this Intergovernmental Grant Agreement, for the purposes of the Federal Award.
- V. **“Services”** means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- W. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI,

PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- X. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- Y. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Z. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- BB. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- CC. **“Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.
- DD. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- EE. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- FF. **“Work”** means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.
- GG. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text,

software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### **4. STATEMENT OF WORK**

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

#### **5. PAYMENTS TO GRANTEE**

##### **A. Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

##### **B. Federal Recovery**

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

##### **C. Reimbursement of Grantee Costs**

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement with written approval from the State. The change shall not modify the total maximum amount of this Intergovernmental Grant Agreement, the maximum amount for any State fiscal year, or modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

##### **E. Close-Out**

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

## **6. REPORTING - NOTIFICATION**

### **A. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

### **B. Violations Reporting**

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

## **7. GRANTEE RECORDS**

### **A. Maintenance and Inspection**

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of five years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

### **B. Monitoring**

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

### **C. Final Audit Report**

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the



audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

## **8. CONFIDENTIAL INFORMATION-STATE RECORDS**

### **A. Confidentiality**

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

### **B. Other Entity Access and Nondisclosure Agreements**

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

### **C. Use, Security, and Retention**

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed

by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

**E. Safeguarding PII**

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit \_\_ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit \_\_ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

**9. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

**10. INSURANCE**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that

any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

## **11. REMEDIES**

In addition to any remedies available under any exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

## **12. DISPUTE RESOLUTION**

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

## **13. NOTICES AND REPRESENTATIVES**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

## **14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

## **15. GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

## **16. GENERAL PROVISIONS**

### **A. Assignment**

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

L. Accessibility

- i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

M. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit D at all times during the term of this Grant.

## EXHIBIT A, STATEMENT OF WORK

### 1. Project Description:

This project serves to support Local Public Health Agencies (LPHAs) to maintain a strong public health system across Colorado. Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment (CDPHE) in maintaining a strong public health system. Each local public health agency shall assure the provision of Core Public Health Services. The scope of the provision of each Core Public Health Service is determined at the local level, and may differ across agencies based on community needs, priorities, funding and capacity. The local public health agencies are accountable in assuring funding is being used effectively to provide Core Public Health Services. The Office of Public Health Practice, Planning, and Local Partnerships (OPHP) will monitor LPHA's efforts via progress reports and programmatic communications.

### 2. Work Plan:

<b>Goal #1:</b> Strengthen Colorado's public health system by ensuring core public health services are available statewide.	
<b>Objective #1:</b> No later than the expiration of the contract, support Core Public Health Services.	
<b>Primary Activity #1</b>	1. The Contractor shall provide Core Public Health Services.
<b>Primary Activity #2</b>	1. The Contractor shall create the Final Project Budget Template.
<b>Primary Activity #3</b>	1. The Contractor shall prepare the following: a) Two (2) Periodic Progress Reports, b) a Final Progress Report.
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor shall comply with the <i>Core Public Health Services Rule 6 CCR 1014-7</i>. These documents are incorporated and made part of this contract by reference and are available on the following website <a href="http://www.sos.state.co.us/CCR/NumericalDeptList.do">http://www.sos.state.co.us/CCR/NumericalDeptList.do</a>.</li> <li>3. The Contractor shall utilize the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for all activities. These efforts shall assist in defining the core services delivery appropriate to meet local needs and in identifying strategies to improve local health outcomes. This information is located on the CDPHE local public health and environmental resources website <a href="https://www.colorado.gov/cdphe-lpha">https://www.colorado.gov/cdphe-lpha</a> and is incorporated and made part of this contract by reference.</li> <li>4. The Contractor shall be guided by <i>Colorado Minimum Quality Standards for Public Health Services 6 CCR 1014-9</i>. This document is incorporated and made part of this contract by reference and is available on the following website: <a href="http://www.sos.state.co.us/CCR/Welcome.do">http://www.sos.state.co.us/CCR/Welcome.do</a>.</li> </ol>

	<div>5. The Contractor shall contribute funding for its local health services determined necessary by the Contractor to meet local health needs.</div> <div>6. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided or assured.</div> <div>7. The Contractor shall submit a monthly invoice, using the provided CDPHE standard reimbursement invoice template, to ophp@state.co.us no later than forty-five (45) days after the end of each month..</div> <div>8. The Contractor shall provide all back up documentation with the invoices.</div>	
Expected Results of Activity(s)	Increase or maintain core public health services within the Contractor’s jurisdiction to meet local needs.	
Measurement of Expected Results	<div>1. Data provided in the Contractor periodic and final progress reports provides evidence of the services provided or assured through another local public health agency.</div>	
Deliverables	<div>1. The Contractor shall submit the Final Project Budget Template electronically.</div>	Completion Date No later than 60 days after Contract execution.
	<div>2. The Contractor shall submit Periodic Progress Reports electronically to CDPHE, until funds are spent down entirely.</div>	No later than January 10, April 10, 2024.
	<div>3. The Contract shall submit a Final Progress Report.</div>	Within 60 days of spending funds and no later than June 30, 2024

### 3. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Public Health Practice, Planning, and Local Partnerships's Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

### 4. Resolution of Non-Compliance:

The Contractor will be notified in writing within **seven (7)** calendar days of discovery of a compliance issue. Within **thirty (30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the time line, the Contractor must email a request to the Contract Monitor in the Office of Public Health Practice, Planning, and Local Partnerships and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

**EXHIBIT B, SAMPLE OPTION LETTER**

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Grantee</b> Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Agreement Number</b> Insert CMS number or Other Agreement Number of the Original Agreement
<b>Current Agreement Maximum Amount</b> Initial Term State Fiscal Year 20xx \$0.00	<b>Option Agreement Number</b> Insert CMS number or Other Agreement Number of this Option
Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	<b>Agreement Performance Beginning Date</b> Month Day, Year
	<b>Current Agreement Expiration Date</b> Month Day, Year

**1. OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

**2. REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

**3. OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<b>STATE OF COLORADO</b> Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE  By: Name & Title of Person Signing for Agency or IHE  Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. <b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b>  By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval  Option Effective Date: _____
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**EXHIBIT C, BUDGET**

**1. BUDGET BY US TREASURY EXPENDITURE CATEGORY**

1.1 Expenditure Categories identified in Exhibit C will determine what is reported on as outlined in Exhibits D-G.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
RRF050	Department of Public Health and Environment Revenue Replacement for FY 2023-24	6.1 Provision of Government Services	\$85,929.00
Total			\$85,929.00

## **Exhibit D, Federal Provisions**

### **1. APPLICABILITY OF PROVISIONS.**

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2<sup>nd</sup> tier subrecipient), must hold the 2<sup>nd</sup> tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

### **2. DEFINITIONS.**

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
  - 2.1.2. "Entity" means:
    - 2.1.2.1. a Non-Federal Entity;
    - 2.1.2.2. a foreign public entity;
    - 2.1.2.3. a foreign organization;
    - 2.1.2.4. a non-profit organization;
    - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
    - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
    - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
    - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
  - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
  - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov).

- 2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.
- 2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
  - 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 2.1.9.2. Is not organized primarily for profit; and
  - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
  - 2.1.15.1. Salary and bonus;
  - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

- 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

### **3. COMPLIANCE.**

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

### **4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID (UEI) REQUIREMENTS.**

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in Sam.gov at least annually.

### **5. TOTAL COMPENSATION.**

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
  - 5.1.2. In the preceding fiscal year, Grantee received:

- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

## **6. REPORTING.**

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

## **7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.**

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## **8. SUBRECIPIENT REPORTING REQUIREMENTS.**

- 8.1. Grantee shall report as set forth below.
  - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov).

## **EC 1 – Public Health**

### **All Public Health Projects**

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
  - i. Presence of capital expenditure in project
  - ii. Total projected capital expenditure
  - iii. Type of capital expenditure
  - iv. Written justification
  - v. Labor reporting

### **COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)**

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

### **COVID-19 Small Business Economic Assistance (1.8)**

- a) Number of small businesses served

### **COVID-19 Assistance to Non-Profits (1.9)**

- a) Number of non-profits served

### **COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)**

- a) Sector of employer
- b) Purpose of funds

## **EC 2 – Negative Economic Impacts**

### **All Negative Economic Impacts Projects**

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
  - i. Presence of capital expenditure in project
  - ii. Total projected capital expenditure
  - iii. Type of capital expenditure
  - iv. Written justification
  - v. Labor reporting

### **Household Assistance (2.1-2.8)**

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only)  
(*Federal guidance may change this requirement in July 2022*)

- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

**Healthy Childhood Environments (2.11-2.13)**

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

**Education Assistance (2.14, 2.24-2.27)**

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

**Housing Support (2.15, 2.16, 2.18)**

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

**Small Business Economic Assistance (2.29-2.33)**

- a) Number of small businesses served

**Assistance to Non-Profits (2.34)**

- a) Number of non-profits served

**Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)**

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

**EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity**

**Payroll for Public Health and Safety Employees (EC 3.1)**

- a) Number of government FTEs responding to COVID-19

**Rehiring Public Sector Staff (EC 3.2)**

- a) Number of FTEs rehired by governments

**EC 4 – Premium Pay**

**All Premium Pay Projects**

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

**EC 5 – Infrastructure Projects**

### **All Infrastructure Projects**

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
  - i. Prevailing wage certification or detailed project employment and local impact report
  - ii. Project labor agreement certification or project workforce continuity plan
  - iii. Prioritization of local hires
  - iv. Community benefit agreement description, if applicable

### **Water and sewer projects (EC 5.1-5.18)**

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

### **Broadband projects (EC 5.19-5.21)**

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
  - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
  - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
  - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
  - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and



public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

#### **All Expenditure Categories**

- a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

- 8.1.2.1. Subrecipient Unique Entity ID;
- 8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
- 8.1.2.3. Subrecipient parent's organization Unique Entity ID;
- 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

- 8.1.3.1. Subrecipient's Unique Entity IDas registered in SAM.
- 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
- 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov). This requirement is applicable to all projects in Expenditure Categories 1 and 2.
- 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov). See section 8.1.1 for relevant Expenditure Categories.
- 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
- 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
- 8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over \$10 million:
- 8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work

is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.8.2. Whether the project prioritizes local hires.

8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit F – SLFRF Reporting Modification Form.

## **9. PROCUREMENT STANDARDS.**

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

## **10. ACCESS TO RECORDS.**

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

## **11. SINGLE AUDIT REQUIREMENTS.**

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

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

## **12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.**

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

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

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

### **13. CERTIFICATIONS.**

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

### **14. EXEMPTIONS.**

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

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

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
  - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
  - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.



## **Exhibit E, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS**

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name Prowers County Public Health and Environment

Authorized Representative: Meagan Hillman

Title: Director

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

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS  
TERMS AND CONDITIONS

1. Use of Funds.
  - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
  - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.
4. Maintenance of and Access to Records
  - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.
9. Compliance with Applicable Law and Regulations.
  - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as

10. provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
  - a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
  - a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
  - b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.
16. Protections for Whistleblowers.
  - a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably

believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for Agreement or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
  - c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

### **ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subsection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

*The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42*

*U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such



discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Exhibit F – SAMPLE SLFRF REPORTING MODIFICATION FORM

Grantee:		Grant Agreement No:	
Project Title:		Project No:	
Project Duration:	To:	From:	
State Agency:			

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Grantee

Date

State Agency Grant Manager

Date



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 1-9-2024

**Submitter:** Meagan Hillman, PH Director

**Submitted to the County Administration Office on:** 12-13-2023

**Return Originals to:** Meagan Hillman, PH Director

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

**Contract Due Date:** Effective January 1, 2024

**Item Title/Recommended Board Action:**

Consider approval of 2024 Environmental Health IGA for Bent County to receive Environmental Health Services from Prowers County Public Health and Environment.

**Justification or Background:**

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

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

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

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

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

**Approved by the County Attorney on:** 12-13-2023

**Additional Approvals (if required):**



**Public Health**  
Prevent. Promote. Protect

**Prowers County Public Health & Environment**

1001 S. Main Street Lamar, CO 81052

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

[www.prowerscounty.net](http://www.prowerscounty.net)

THIS AGREEMENT, made and entered into this 7 day of December, 2023 by and between **Prowers County, Colorado, c/o Prowers County Public Health and Environment**, and **Bent County, Colorado, c/o Bent County Public Health (BCPH)**, by and through its Board of Health (BOH), is for the provision of services by **Prowers County Public Health and Environment (PCPHE)** 1001 S Main St, Lamar, CO 81052.

WITNESSETH

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

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

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

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

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

1. TERM

This Agreement shall be in effect for the period January 1, 2024 through December 31, 2024.

2. RESPONSIBILITIES

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

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

3. COMPENSATION AND PAYMENT – ENVIRONMENTAL HEALTH SERVICES

- a. PCPHE shall bill BCPH a flat fee of \$5,146 for CY 2024 for approximately 58.5 hours of service for any environmental health services rendered to Bent County or its citizens. The hourly rate for the initial term of this agreement shall be \$80.00 per hour, regardless of which PCPHE employee performed the services, at an annual rate not to exceed \$5,146. No additional indirect rate shall be charged by PCPHE for environmental health services. All revenues received from state or federal sources for provision of these services, and any fees collected in performance of them, unless passed through to any other agency as required by state or federal law, or CDPHE rules and regulations, shall be retained by PCPHE. Such fees shall be established by the Bent County Board of Health, in accordance with state or federal law, or CDPHE rules and regulations.
- b. PCPHE staff will document hours and activities spent on environmental health services for Bent County; these hours and activities will be documented and submitted to the BCPH semi-annually and an annual summary will also be provided.
- c. PCPHE shall submit an invoice to BCPH by February 15, 2024 in the amount of \$5,146.
- d. BCPH shall submit payment to PCPHE within thirty (30) days after receipt of the invoice.

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

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

5. INSURANCE

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

6. NON-ASSIGNMENT

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

7. OFFICIALS NOT TO BENEFIT

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

8. EQUAL EMPLOYMENT OPPORTUNITY

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

9. ILLEGAL ALIENS

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

10. STATUTES, REGULATIONS AND ORDINANCES

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

11. NON-APPROPRIATION

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

12. SEVERABILITY

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

13. TERMINATION

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

15. NOTICES

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

PCPHE - Environmental Health Representative:

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

BCPH Representative:

Bent County Public Health  
Joni Wilk  
701 Park Avenue  
Las Animas, CO 81054

16. ENTIRE AGREEMENT

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



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of,  
\_\_\_\_\_, 2023, to be effective as of January 1, 2024.

PROWERS COUNTY

BENT COUNTY

\_\_\_\_\_  
Chairman BOCC

  
\_\_\_\_\_  
Chairman BOCC

\_\_\_\_\_  
Date

12-7-23  
\_\_\_\_\_  
Date

**EXHIBIT 1**  
**ENVIRONMENTAL HEALTH SERVICES SCOPE OF WORK**

**GENERAL DESCRIPTION**

PCPHE shall provide the Environmental Health Service Programs listed in Table 1 to Bent County during the period beginning January 1, 2024 and ending December 31, 2024.

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

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

**SPECIFICATIONS**

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

**RECORDS AND RECORD MANAGEMENT**

Bent County will collaborate with PCPHE to provide appropriate historical records and define record keeping needs. Forms identified in state regulations shall be used and/or others agreed upon by both Bent County and PCPHE. PCPHE will collaborate with Bent County to complete reports required by the Colorado Department of Public Health and Environment. PCPHE shall maintain all records and documents pertaining to the services provided under this Agreement for a period of 3-years or as required by state or Federal law and/or provide the records to Bent County for archiving. Upon the request of Bent County, PCPHE shall provide Bent County with

copies of any and all records and documents pertaining to the services provided under this contract in an electronic and/or hard copy format approved by Bent County. Prior to the disposal of any records PCPHE has in its possession, PCPHE shall provide Bent County with a thirty (30) day written notice during which time Bent County may take physical possession of same at the storage site.

#### **ENFORCEMENT**

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

#### **WORK PRODUCTS**

Any and all maps, reports, spreadsheets, databases, geographical information system (GIS) files, newsletters and other hard copy or electronic documents generated by the service provider in fulfillment of its obligations under this contract shall be the property of Bent County, who shall have sole and complete discretion regarding their use and distribution. All work products shall be delivered to Bent in a mutually agreed upon hardcopy and/or electronic format suitable for including in reports and folders.

**TABLE 1: PRIMARY EHS PROGRAMS PCPHE WILL PROVIDE**

<b>Environmental Health Service Program/Work Activity</b>	<b>Product Output</b>	<b>Estimated Quantity of Products</b>
Administration Service Work Activity	Administration Service Report	2
Program Development and Implementation Work Activity	EHS Program	1
On-sight Wastewater Treatment System (OWTS) Permit and Construction Compliance Inspection Program	Permits/Inspection Reports	Fee structure is set per County
OWTS Malfunction Investigation Program	Complaints	1
Retail Food Establishment Inspection Program	Inspection Reports	24
Child Care Facility Inspection Program	Inspection Reports	4
Public and Semi-public Pool and Spa Inspection Program	Inspection Reports	2
Public Accommodations	Inspection Reports	1
School Safety Inspection	Inspection	4

Program	Reports	
Body Art Studio Inspection Program	Inspection Reports	0
Environmental Health Service Request Response Program	Service Request Response Report	0
Adult & Child Protection	Investigation Reports	1
Zoonotic Disease	Investigation Reports	1
HCSFO/CAFO	Investigation/Inspection Reports	0
Nuisance Complaints	Investigation Reports	1

Note: The number of "reports" will be based on the actual number of occurrences or facilities in operation in 2019

## TABLE 2: LIST OF PRINCIPAL PCPHE ENVIRONMENTAL HEALTH SERVICE PROGRAMS

### AIR QUALITY

- Verification of complaints and assist the State as requested

### ALL HAZARDS PLANNING

- All hazards planning (Mitigation, Response, Recovery, etc.)
- Incident command structure (ICS) support

### ENVIRONMENTAL COMPLIANCE AND COMMUNITY SAFETY

- Illegal Dumping Investigation
- Advise BCPH and Bent County BOH regarding nuisance complaints
- Clandestine Methamphetamine Laboratory Closure Assistance
- Assist BCPH in disease investigation upon request

### ENVIRONMENTAL HEALTH CONSULTING

- General Environmental Health Consulting and public information
- Adult and Child Protection environmental consulting

### FOOD SAFETY AND SANITATION

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

### INSTITUTIONAL SANITATION AND SAFETY

- Child Care Facility Inspection Program
- School Safety Inspection Program

### RADON

- Indoor Air Radon Sampling and Mitigation Consulting Program

### PUBLIC ACCOMMODATIONS, BODY ART, SWIMMING POOLS AND RECREATIONAL SPAS

- Complaint investigations and compliance

**WATER QUALITY**

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

**ZOONOSES**

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

**Notes**

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

**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 1-9-2024

**Submitter:** Sheriff's Department

**Submitted to the County Administration Office on:** 12-28-2023

**Return Originals to:** Jana Coen

**Number of originals to return to Submitter:** N/A

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval to accept the Grant Award letter for Intergovernmental Grant Agreement, No. 2023-LE-24-32 for Prowers County/Prowers County Sheriff's Office, total Grant amount \$27,759.00 with an expiration date of December 31, 2025, for SMART - LE Workforce, Retention, and Tuition for Sheriff's Office POST and Certified training.

**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):**

Grantee: Prowers County Sheriff's Office  
Project: Academy Cadets

DCJ Grant #: 2023-LE-24-32

## EXHIBIT D, STATEMENT OF WORK

### Project Summary

Prowers County Sheriff's Office would like to obtain additional funding to send cadets or un-certified deputies to a POST Certified Law Enforcement Training Academy to obtain POST Certification with limited costs to the students, in hopes to retain and recruit cadets to be future POST certified staff.

### Project Description

In Prowers County (PC), when there is an opening on the Patrol Division, they sometimes try to promote a detention deputy to send through academy. PC is able to pay their detention deputy wages through the academy but they are responsible for the tuition which is sometimes very costly. Being able to partially sponsor an employee typically works well for this agency because they personally know the employee, they know their traits, and their characteristics, and know their long term goals. The negative side of this is that PC make themselves short staffed on Patrol for up to 6 months waiting for the cadet to complete academy and become POST certified.

If there is not a current patrol position open, this agency is not typically able to send anybody to the academy. The normal trend for Detention Deputies is that they leave to go to another agency who sponsors them through the law enforcement academy and also pays their tuition fees. PC is one of the only agencies in their area who don't pay a sponsored cadet's tuition. This funding opportunity, although it may not last long, will allow the opportunity to send some of the quality detention staff to a law enforcement academy at little to no cost. This also allows for the opportunity to hire from within the agency immediately when a patrol position is open.

Normally, PC will lose jail staff to the local PD who sponsor them to become POST certified patrol officer. Last month they had a quality employee who was going through the local PD hiring process and was given a conditional offer. The PD was going to sponsor him through Academy, pay his academy tuition, and pay his salary while he was in the academy. He has turned down the Police Department position hoping that PC can send him to academy through this agency in the near future.

The current tuition costs for living on campus is approximately \$13,758.21 for 2023-2024 school year. In 2024-2025, it will likely be a little more for tuition so it is estimated it will be around \$14,000.00. PC will require the deputies to purchase their own equipment for the academy if it is not already provided by the agency.

### Goals & Outcomes

#### GOAL 1

Goal 1:	Send 2 local recruits and/or un-certified staff to the OJC Law Enforcement Training Academy between January 1, 2024, and December 31, 2025. In hopes to recruit and/or retain quality employees who often leave to obtain POST certification for career advancement. We anticipate sending one in 2024, and sending the other in 2025.
---------	--

Grantee: Prowers County Sheriff's Office  
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<b>Outcome 1.1</b>	
Outcome:	Recruit and/or retain 2 individuals who are able to complete the Law Enforcement Academy, challenge the POST Test, and maintain their POST training requirements throughout their employment.
Measurement:	By successfully completing a POST approved Law Enforcement Academy, by obtaining POST Certification, and by meeting the yearly required training to maintain certification in the State of Colorado.
Timeframe:	December 31, 2025.

Grantee: Prowers County Sheriff's Office  
 Project: Academy Cadets

DCJ Grant #: 2023-LE-24-32

**GRANT AWARD LETTER**  
**(Intergovernmental Grant Agreement)**  
**SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

<b>State Agency</b> Department of Public Safety, Division of Criminal Justice	<b>DCJ Grant Number</b> 2023-LE-24-32
<b>Grantee</b> Prowers County	<b>Federal Unique Entity Identifier (UEI)</b> CJ6EN59CJUW7
<b>Grant Issuance Date (Start Date)</b> The later of January 1, 2024 or the date the State Controller or an authorized delegate signs this Grant Letter	<b>Grant Expiration Date (End Date)</b> December 31, 2025
<b>Grant Amount</b>  <b>Total for all State Fiscal Years:     \$27,759</b>	<b>Grant Authority (State Authority)</b> The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507.  C.R.S. 24-33.5-528. Law Enforcement Workforce Recruitment, Retention, and Tuition Grant Program.
<b>Grant Description</b> Prowers County Sheriff's Office would like to obtain additional funding to send cadets or un-certified deputies to a POST Certified Law Enforcement Training Academy to obtain POST Certification with limited costs to the students, in hopes to retain and recruit cadets to be future POST certified staff.	
<b>Grant Purpose</b> The Law Enforcement Workforce Recruitment, Retention, and Tuition Grant Program is designed to assist Law Enforcement Agencies in addressing workforce shortages, improve the training given to POST certified Peace Officers; and improve relationships between Law Enforcement and impacted communities. These funds were distributed via a competitive grant process.	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> <li>1. Exhibit A1, Sample Option Letter.</li> <li>2. Exhibit A2, Sample Grant Funding Change Letter</li> <li>3. Exhibit B, Grant Requirements.</li> <li>4. Exhibit C, Special Conditions.</li> <li>5. Exhibit D, Statement of Work.</li> <li>6. Exhibit E, Budget.</li> </ol> <p>In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. Exhibit C, Special Conditions.</li> <li>2. The provisions of the other sections of the main body of this Agreement.</li> <li>3. Exhibit B, Grant Requirements.</li> <li>4. Exhibit D, Statement of Work.</li> <li>5. Exhibit E, Budget.</li> </ol>	



Grantee: Prowers County Sheriff's Office  
Project: Academy Cadets

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**SIGNATURE PAGE**

**THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT**

**STATE OF COLORADO**  
Jared S. Polis, Governor  
Department of Public Safety  
Stan Hilkey, Executive Director

DocuSigned by:

*Matthew M. Lunn, PhD*

8C8341EFA8124C4...

By: Division of Criminal Justice  
Matthew M. Lunn, Ph.D., Director

Date: 12/22/2023 | 2:11:28 PM PST

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

DocuSigned by:

*Lyndsay J. Clelland*

383D680603F0405...

By: Lyndsay J. Clelland, Contract and Grant Coordinator, Division of Criminal Justice

Effective Date: 12/22/2023 | 5:30:58 PM MST

Grantee: Prowers County Sheriff's Office  
Project: Academy Cadets

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### 1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

### 2. TERM

#### A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter in accordance with §16.D.

#### B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or

Grantee: Prowers County Sheriff's Office  
Project: Academy Cadets

DCJ Grant #: 2023-LE-24-32

in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the total reimbursement payable under this Grant Award Letter that corresponds to the Work satisfactorily completed, as determined by the State, less payments previously made. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Budget"** means the budget for the Work described in **Exhibit E, Budget**.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- E. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant
- J. **"Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- L. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. **"Initial Term"** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- N. **"Party"** means the State or Grantee, and **"Parties"** means both the State and Grantee.

Grantee: Prowers County Sheriff's Office  
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- O. **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- P. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- Q. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- R. **"Services"** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- S. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.
- X. **"Subgrantee"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives

Grantee: Prowers County Sheriff's Office  
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benefit from the work. There may be multiple tiers of subgrantees that do not include procurement transactions.

- Y. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Z. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit E, Budget**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

#### 5. PAYMENTS TO GRANTEE

##### A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

##### B. Close-Out

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

#### 6. REPORTING - NOTIFICATION

##### A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.C**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

##### B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this

Grantee: Prowers County Sheriff's Office  
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Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

## **7. GRANTEE RECORDS**

### **A. Maintenance and Inspection**

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

### **B. Monitoring**

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant then Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that subcontractor or subgrantee.

### **C. Final Audit Report**

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

## **8. CONFIDENTIAL INFORMATION-STATE RECORDS**

### **A. Confidentiality**

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees or Subcontractors will or may receive the following types of data, Grantee or its Subgrantees or Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax

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Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantees or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

**C. Use, Security, and Retention**

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

**E. Safeguarding PII**

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits.

Grantee: Prowers County Sheriff's Office  
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Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

#### **9. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

#### **10. INSURANCE**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantee or Subcontractor and as required by the State or the GIA.

#### **11. REMEDIES**

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

#### **12. DISPUTE RESOLUTION**

Except as herein specifically provided otherwise disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

#### **13. NOTICES AND REPRESENTATIVES**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

#### **14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.



Grantee: Prowers County Sheriff's Office  
Project: Academy Cadets

DCJ Grant #: 2023-LE-24-32

## 15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

## 16. GENERAL PROVISIONS

### A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

### B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

### D. Modification

The State may modify the terms and conditions of this Grant by issuance a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

- i. The State may, at the State's discretion, issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to reflect changes during the fiscal year. The provisions of the Option Letter shall become part of and be incorporated into this Grant.
- ii. Grantee may terminate the grant if the Grantee cannot adhere to the approved **Exhibit D, Statement of Work** and **Exhibit E, Budget** as updated from time to time.
- iii. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1, Sample Option Letter** or **Exhibit A2, Sample Grant Funding Change Letter** to modify the grant agreement. If exercised,

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the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the grant agreement.

- iv. The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.
- v. The State may add or delete the goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** as long as the change does not change the overall scope of the approved grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

Grantee: Prowers County Sheriff's Office  
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J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

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**EXHIBIT A1, SAMPLE OPTION LETTER**

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Grantee</b> Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Agreement Number</b> Insert CMS number or Other Agreement Number of the Original Contract
<b>Current Agreement Maximum Amount</b> Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	<b>Option Agreement Number</b> Insert CMS number or Other Agreement Number of this Option
	<b>Agreement Performance Beginning Date</b> Month Day, Year
	<b>Current Agreement Expiration Date</b> Month Day, Year

**1. OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

**2. REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

**3. OPTION EFFECTIVE DATE:**

- F. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p align="center"><b>STATE OF COLORADO</b> Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name &amp; Title of Head of Agency or IHE</p> <p>By: _____ Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval</p> <p>Option Effective Date: _____</p>
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Grantee: Prowers County Sheriff's Office  
Project: Academy Cadets

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**EXHIBIT A2, GRANT FUNDING CHANGE LETTER**

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Grant Funding Change Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Grant Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	<b>Grant Funding Change Letter Contract Number</b> Insert CMS number or Other Contract Number of this Option  <b>Contract Performance Beginning Date</b> Month Day, Year  <b>Current Contract Expiration Date</b> Month Day, Year

**1. GRANT FUNDING CHANGE**

In accordance with §**Insert Section Number** of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

- A. The funding available for State Fiscal Year 20xx is Increased/Decreased by \$Amount of Change, because Insert Reason For Change.
- B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

**2. TERMINOLOGY**

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

**3. NO ORDER FOR WORK**

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

**4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:**

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<b>STATE OF COLORADO</b> Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE  By: Name & Title of Person Signing for Agency or IHE  Date: _____
In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. <b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b>  By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval  Grant Funding Change Letter Effective Date: _____

Grantee: Prowers County Sheriff's Office  
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## **EXHIBIT B, GRANT REQUIREMENTS**

The following terms as used herein shall be construed and interpreted as follows:

### **1. AUDIT REQUIREMENTS**

#### **A. DUE DATE:**

##### **I. PROJECT START:**

The Grantee must submit the most recent audit or financial review, including the corresponding governance/management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

##### **II. PROJECT DURATION AND END:**

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier. Failure to do

#### **B. REPORT/AUDIT TYPE:**

**I.** If your entity expended \$750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

**II. [NOT APPLICABLE TO SUBGRANTEES AS DEFINED IN §3.DD. "SUBGRANTEE"]** If your entity expends less than \$750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

- 1.** Grantees that have revenue greater than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.
- 2.** Grantees that have revenue less than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

#### **C. REPORT/AUDIT COSTS:**

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

- I.** does not meet the applicable federal audit or DCJ standards;
- II.** is not submitted in a timely manner; or,
- III.** does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

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**D. FAILURE TO COMPLY:**

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

**2. ADDITIONAL REPORTING REQUIREMENTS**

In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

**3. FINANCIAL AND ADMINISTRATIVE MANAGEMENT**

- A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
- B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

**4. PROCUREMENT AND CONTRACTS**

- A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.
- B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

**5. AWARD CHANGE REQUESTS**

- A. Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

Grantee: Prowers County Sheriff's Office  
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### EXHIBIT C, SPECIAL CONDITIONS

The following program specific requirements are imposed by the State concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents are incorporated herein.

Intent: The Law Enforcement Workforce Recruitment, Retention, and Tuition Grant Program, referred to in this section as the "program" to:

- a. assist law enforcement agencies in addressing workforce shortages;
- b. improve the training given to P.O.S.T certified peace officers; and
- c. improve relationships between law enforcement and impacted communities.

1) Grants may be awarded to:

- a) Recruit, pay the tuition for, and train individuals to work in P.O.S.T certified law enforcement careers.
- b) Provide, or assist in the provision of child care for peace officers.
- c) Provide, or assist in the provision of cardiovascular and other health screenings.
- d) Increase the number of persons receiving training as P.O.S.T. certified and non-certified law enforcement personnel and improve the training provided to such persons.
- e) Improve the training provided by entities approved for providing training by the peace officer standards and training board, referred to in this section as "approved P.O.S.T. Board trainers"; by enhancing their curriculum to expand mental health, implicit bias, cultural competency, critical incident, de-escalation, and trauma recovery training and increasing the availability of workforce mobility.
- f) Provide continuing education opportunities for P.O.S.T. certified and Non-certified law peace officers.
- g) Increase activities intended to foster a more positive relationship Between law enforcement and impacted communities.
- h) Provide opportunities for P.O.S.T certified and non-certified law enforcement professionals to receive training in equity, diversity and inclusion.
- i) Create partnerships with schools, school districts, colleges, or universities to develop and implement internships or for students interested in a career in law enforcement.
- j) Create partnerships with schools, school districts, or youth-service organizations to develop and implement youth programs to foster a positive relationship between youth and law enforcement, and to foster early interest in law enforcement careers.
- k) Develop and implement education campaigns for law enforcement workforce recruitment, retention and tuition assistance; and
- l) Any other strategies demonstrated to recruit and train a high-quality and diverse law enforcement workforce if deemed appropriate by the Division.

2) A law enforcement agency shall use the grant money to supplement the costs of recruitment and training. A local government or law enforcement agency may not use the grant money to supplant these costs.



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- a) A law enforcement agency may not use the grant award to cover the costs of eligible law enforcement officer salaries and benefits if the eligible law enforcement officers would have been hired by the law enforcement agency even if the Division had not awarded the law enforcement agency the grant.
- 3) Law enforcement agencies that are awarded grants under the grant program may be subject to an audit by the state auditor to ensure that the grant money is used for the purposes articulated in this section.
- 4) Agencies who are awarded a grant under the Law Enforcement Workforce Recruitment, Retention, and Tuition Grant Program are required to submit quarterly reports outlining expenditures of grant funds and to report on the status of Goals and Outcomes set forth by the grantee in the grant application. Funds shall be withheld if quarterly reports are not submitted in a timely and complete manner.

Additional Program Specific Conditions applicable to this Agreement.

1. Grantee and all Subgrantees or Subgrants shall comply with Colorado law including, SB20-200 (CO Secure Savings Program). <https://treasury.colorado.gov/colorado-secure-savings-program>

Grantee: Prowers County Sheriff's Office  
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### **EXHIBIT D, STATEMENT OF WORK**

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

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## **EXHIBIT E, BUDGET**

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

Grantee: Prowers County Sheriff's Office  
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### Exhibit E – Budget

	Grant Funds	Cash Match	Match Total	Project Total
Personnel	\$0	\$0	\$0	\$0
Supplies & Operating	\$27,759	\$0	\$0	\$27,759
Travel	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
Consultants / Contracts	\$0	\$0	\$0	\$0
Indirect	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$27,759</b>	<b>\$0</b>	<b>\$0</b>	<b>\$27,759</b>

#### Personnel: Budget & Budget Narrative Details

Position Title	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	OT - Annual Base Salary	OT - Annual Base Salary To Be Paid By Grant Funds	OT - Annual Fringe	OT - Annual Fringe To Be Paid By Grant Funds	Total To Be Paid By Grant Funds (including overtime)
NA	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Budget Narrative and Justification:</b>													
<b>Personnel Total:</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

#### Non-Personnel: Budget & Budget Narrative Details

Budget Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification
<b>SUPPLIES &amp; OPERATING</b>		
Academy Cadet Tuition 1	\$13,759	<p>Current tuition cost at OJC Law Enforcement Training Academy for 1 cadet living on campus in 2024. This cost is at this year's tuition rate for OJC which is the nearest academy. This specific cadet will likely be a current employee, who has a long-term goal of becoming POST certified with our agency.</p> <p>TUITION: The in-state student tuition rate with the COF Stipend is \$164.20 per semester hour and the OTERO LETA contains 40 semester hours ..... 40 X \$164.200 = \$6,568.00  - The Colorado Opportunity Fund (COF) is limited to Colorado resident undergraduate instruction not to exceed 145 semester hours OR baccalaureate degree holders who have been granted an addition 30 credit hours under C.R.S. 23-18-202 (5) (c) (I). COF Stipend is \$116 per credit hour.  - If you have exhausted your COF -- Tuition is \$280.20 x 40 hours = \$11,208  OTERO COLLEGE FEES: \$453.31</p> <p>o A COF qualified Colorado resident's Otero Tuition and course fee: \$6,568.00 tuition + \$453.31 Otero fees = \$7,021.31 OUT OF STATE STUDENTS - HIGHER RATE</p>

Grantee: Prowers County Sheriff's Office  
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#### Academy Supplies:

The law academy issues all cadets a duty belt with corresponding gear, a firearm to utilize during class, body armor and body camera. These items are returned at the end of class. In addition to those items issued, the cadet is supplied with and purchases through us:

#### LAW ACADEMY SUPPLIES

Items with sales tax (sales tax added to final bill): (Termed "Bookstore Student Charges" on your bill and distributed during Orientation)

- Academy shirts (3 polo & 3 Henley), Jacket, Hoodie and hat. Body Armor Carrier (rental), \$300
- Books: CDAC Legal Source Book \$56, Colorado Peace Officers Handbook \$56, PPCT – Arrest Control Manual \$30,
- TOTAL: Bookstore Fees: \$142

Items no sales tax (LEA Ammunition Charge and LEA Academy Supplies on your bill)

POST test fee (\$150),..... +\$150  
Firearms Range Fee and supplies .....\$200  
Driving Range supplies .....\$350  
Tactical Combat Care, Taser and OC cartridges/supplies ..\$150  
Academy ammunition currently runs \$500 ..... +\$500  
= LEA SUPPLIES

Approximate academy cost if you are a Colorado resident with available COF funds and live OFF CAMPUS:

Tuition and Otero Fees \$7,021.31 + Bookstore \$442, Academy Supplies and Ammunition \$1,350

COLORADO RESIDENT LIVING OFF CAMPUS WITH SUPPLIES \$8,813.31

OTERO ON-CAMPUS HOUSING (ROOM AND BOARD) COST  
Otero Housing includes both room and board – meals are provided in the Sodexo cafeteria. Costs cannot be separated.

OJC LEA housing and 19 meal plan- 2023-2024: \$4,944.90

COLORADO RESIDENT TUITION AND LIVING ON CAMPUS WITH MEAL PLAN ..... \$13,758.21, rounded up to \$13,759.

Academy Cadet Tuition 2                      \$14,000

This is a projected OJC Law Enforcement Training Academy Tuition rate for 1 cadet living on campus in 2025. The current 2023-2024 tuition rate is 13,758.21 and costs are expected to be a little higher in 2024-2025.

TUITION: The in-state student tuition rate with the COF Stipend is \$164.200 per semester hour and the OTERO LETA contains 40 semester hours..... 40 X \$164.20 = \$6,568.00  
o The Colorado Opportunity Fund (COF) is limited to Colorado resident undergraduate instruction not to exceed 145 semester hours OR baccalaureate degree holders who have been granted an addition 30 credit hours under C.R.S. 23-18-202 (5) (c) (I). COF Stipend is \$116 per credit hour.

Grantee: Prowers County Sheriff's Office  
Project: Academy Cadets

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o If you have exhausted your COF – Tuition is \$280.20 x 40 hours = \$11,208

OTERO COLLEGE FEES: \$453.31

o A COF qualified Colorado resident's Otero Tuition and course fee:  
\$6,568.00 tuition + \$453.31 Otero fees = \$7,021.31 OUT OF STATE STUDENTS - HIGHER RATE

#### Academy Supplies:

The law academy issues all cadets a duty belt with corresponding gear, a firearm to utilize during class, body armor and body camera. These items are returned at the end of class. In addition to those items issued, the cadet is supplied with and purchases through us:

#### LAW ACADEMY SUPPLIES

Items with sales tax(sales tax added to final bill): (Termed "Bookstore Student Charges" on your bill and distributed during Orientation)

- Academy shirts (3 polo & 3 Henley), Jacket, Hoodie and hat. Body Armor Carrier(rental), \$300
- Books: CDAC Legal Source Book \$56, Colorado Peace Officers Handbook \$56, PPCT – Arrest Control Manual \$30,
- TOTAL ..... Bookstore Fees: \$142

Items no sales tax (LEA Ammunition Charge and LEA Academy Supplies on your bill)

POST test fee (\$150),..... +\$150  
Firearms Range Fee and supplies .....\$200  
Driving Range supplies.....\$350  
Tactical Combat Care, Taser and OC  
cartridges/supplies.....\$150  
Academy ammunition currently runs \$500 ..... +\$500  
= LEA SUPPLIES

Approximate academy cost if you are a Colorado resident with available COF funds and live OFF CAMPUS:

Tuition and Otero Fees \$7,021.31 + Bookstore \$442, Academy Supplies and Ammunition \$1,350

COLORADO RESIDENT LIVING OFF CAMPUS WITH SUPPLIES \$8,813.31

OTERO ON-CAMPUS HOUSING (ROOM AND BOARD) COST  
Otero Housing includes both room and board -- meals are provided in the Sodexo cafeteria. Costs cannot be separated.

OJC LEA housing and 19 meal plan- 2023-2024: \$4,944.90

COLORADO RESIDENT TUTION AND LIVING ON CAMPUS WITH MEAL PLAN.....\$13,758.21

Anticipated 2024-2025 additional costs = \$241.79

Total = \$14,000

**Supplies & Operating Total \$27,759**

Grantee: Prowers County Sheriff's Office  
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<b>TRAVEL</b>	
NA	\$0
<b>Travel Total</b>	<b>\$0</b>
<b>EQUIPMENT</b>	
NA	\$0
<b>Equipment Total</b>	<b>\$0</b>
<b>CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)</b>	
NA	\$0
<b>Consultants/Contracts Total</b>	<b>\$0</b>
<b>INDIRECT</b>	
NA	\$0
<b>Indirect Total</b>	<b>\$0</b>
<b>Total Non-Personnel</b>	<b>\$27,759</b>

**Certificate Of Completion**

Envelope Id: 86C8FFA0AD7F4F5FA0C28556CC58218C  
 Subject: 2023-LE-24-32 - Prowers County - 2024 LE Workforce Grant  
 Source Envelope:  
 Document Pages: 26  
 Certificate Pages: 5  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:  
 OAJJA Grants  
 700 Kipling St  
 Lakewood, CO 80215  
 cdps\_dcj\_oajjagrants@state.co.us  
 IP Address: 165.127.87.1

**Record Tracking**

Status: Original  
 12/22/2023 2:32:59 PM  
 Security Appliance Status: Connected  
 Storage Appliance Status: Connected

Holder: OAJJA Grants  
 cdps\_dcj\_oajjagrants@state.co.us  
 Pool: FedRamp  
 Pool: CDPS Contracts and Grants

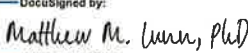
Location: DocuSign

Location: DocuSign

**Signer Events**

Matthew M. Lunn, PhD  
 matthew.lunn@state.co.us  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

DocuSigned by:  
  
 8C8341EFA6124C4...

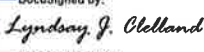
Signature Adoption: Pre-selected Style  
 Using IP Address: 165.127.87.1

**Timestamp**

Sent: 12/22/2023 2:35:00 PM  
 Viewed: 12/22/2023 3:11:14 PM  
 Signed: 12/22/2023 3:11:28 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/22/2023 3:11:14 PM  
 ID: b9a59f9b-3b17-4a7e-9d16-4008efd373d2

Lyndsay J. Clelland  
 lyndsay.clelland@state.co.us  
 Contract, Grant and Compliance Coordinator  
 Division of Criminal Justice  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
 3B3D680603F0405...

Signature Adoption: Pre-selected Style  
 Using IP Address: 165.127.87.1

Sent: 12/22/2023 3:11:30 PM  
 Viewed: 12/22/2023 5:30:49 PM  
 Signed: 12/22/2023 5:30:58 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Kinsey Garrett  
 kinsey.garrett@state.co.us  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 12/22/2023 5:30:59 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign



### Carbon Copy Events

Paula Gonzales  
paula.gonzales@prowerscounty.net  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

### Status

**COPIED**

### Timestamp

Sent: 12/22/2023 5:31:00 PM

Samuel Fief  
sfief@prowerscounty.net  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 12/22/2023 5:31:00 PM

Michael Burtis  
Michael.Burtis@state.co.us  
Analyst IV  
DCJ CDPS  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 12/22/2023 5:31:00 PM

Lyndsay Clelland  
lyndsay.clelland@state.co.us  
Contract, Grant and Compliance Coordinator  
Division of Criminal Justice  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 12/22/2023 5:31:00 PM

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent	Hashed/Encrypted	12/22/2023 2:35:00 PM
Certified Delivered	Security Checked	12/22/2023 5:30:49 PM
Signing Complete	Security Checked	12/22/2023 5:30:58 PM
Completed	Security Checked	12/22/2023 5:31:00 PM

### Payment Events

### Status

### Timestamps

### Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, CDPS Contracts and Grants (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact CDPS Contracts and Grants:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [sarah.white@state.co.us](mailto:sarah.white@state.co.us)

#### **To advise CDPS Contracts and Grants of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [sarah.white@state.co.us](mailto:sarah.white@state.co.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from CDPS Contracts and Grants**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [sarah.white@state.co.us](mailto:sarah.white@state.co.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with CDPS Contracts and Grants**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [sarah.white@state.co.us](mailto:sarah.white@state.co.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CDPS Contracts and Grants as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested: 01/09/2024**

**Submitter: Michelle Hiigel, Land Use**

**Submitted to the County Administration Office on: 1/2/2024**

**Return Originals to: Michelle Hiigel, Land Use**

**Number of originals to return to Submitter: N/A**

**Contract Due Date: N/A**

**Item Title/Recommended Board Action:**

Consider Setting a Public Hearing on February 20, 2024 to consider approval of Amendments to the Guidelines and Regulations for Areas and Activities of State Interest County of Prowers State of Colorado (1041 Regulations).

**Justification or Background:** Public Hearing to adopt amendments to the Guidelines and Regulations for Areas and Activities of State Interest County of Prowers State of Colorado (1041 Regulations)

**Fiscal Impact: N/A**

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**THANK YOU!**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 1/9/24

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 1/2/24

**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 Agreement for Employment of Legal Counsel with Donald L. Steerman, Esq. as a managing attorney for Steerman Law Offices d/b/a Steerman & Clark for Prowers County Department of Human Services effective January 1, 2024 through December 31, 2024 and authorize Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement with a handwritten signature.”

**Justification or Background:**

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

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

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

State: Up to \$15,000 in State LEAP Funds

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!**

## **AGREEMENT FOR EMPLOYMENT OF LEGAL COUNSEL**

**AGREEMENT** made effective on the 1<sup>st</sup> day of January, 2024 through the 31<sup>st</sup> day of December, 2024, between the **DEPARTMENT OF HUMAN SERVICES OF THE COUNTY OF PROWERS, STATE OF COLORADO**, "Department", P.O. Box 1157, Lamar, CO 81052 and **DONALD L. STEERMAN, Esq.** as a managing attorney for **STEERMAN LAW OFFICES d/b/a STEERMAN & CLARK**, "Attorney", 200 West Elm Street, P. O. Box 390, Lamar, Colorado 81052.

### **WITNESSETH:**

**WHEREAS**, the Employer requires the services of an attorney for legal advice and assistance in legal matters concerning social services, assistance payments, and administrative matters, including actions under the Children's Code in district and appellate courts, and including matters concerning child support enforcement and collection in which the Department is interested, is petitioner, or intervenes pursuant to the Departments duties in regards to child welfare; adult protection; as the child support collection entity or any other duties the Department may have.

**WHEREAS**, the Attorney has provided such services and is willing to continue to provide such services in accordance with the rules and regulations of the Department, and upon the conditions herein set forth; now, therefore,

### **THE PARTIES MUTUALLY AGREE:**

1. That the Attorney is retained as County Social Services Attorney for the Prowers County Department of Social Services at the rate of \$165.00 per hour. This rate is to be charged for attorney time and includes all overhead charges, and charges for the ancillary services of typists, secretaries, paralegals, and other personnel.
2. That the Attorney may charge at costs for non-office related expenses, including copy charges, long distance telephone calls, legal service fees, out of town mileage at 67 cents per mile, etc.
3. That payments shall be made monthly to the Attorney upon receipt of an itemized billing for reasonable costs incurred pursuant to this Agreement.
4. That in the event the Attorney violates any provision of this Agreement, the Department may withhold payment for services provided during the period affected by the violation, until such time as the violation has been remedied to the satisfaction of the Department.
5. That the Attorney shall maintain such records as are deemed necessary pursuant to the State Department's Rules to ensure a proper accounting for all costs incurred in accordance with the terms of this Agreement. These records shall be made available for audit purposes to the State Department of Social Services, or any authorized representative of the State of Colorado. The Attorney shall make financial and other reports as requested by the County or State Department of Social Services.

6. That the Attorney shall serve at the pleasure of the Department, and either party in this agreement may terminate the same upon thirty (30) days written notice. This agreement shall be renewed annually unless terminated as provided for herein.

7. This Agreement is personal to the parties and may not be assigned without the written consent of the other party, however, the Attorney may assign a member or associate attorney employed by the firm to a case or cases or to fill in for court hearings.

8. No official or employee of Prowers County shall directly or indirectly receiver be paid any share or part of this Agreement or any benefit that may arise therefore in violation of Article 29 of the Colorado Constitution. The Attorney warrants that it has not retained any company or person (other than a bona fide employee working solely for Attorney) to solicit or secure this Agreement, and that Attorney has not paid or agreed to pay any company or person, (except for a bona fide employee working solely for Attorney), any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to Attorney. Upon discovery of any breach or violation of this provision, Prowers County shall have the right to terminate this Agreement.

9. Any monetary obligation the Prowers County is subject to appropriation as provided for by law. Prowers County shall give Attorney 30 days-notice of non-appropriation and this contract shall terminate upon the expiration of the notice. In the event of non-appropriation, Prowers County agrees that Attorney may withdraw from any and all cases pending before the court without objection by Prowers County.

10. Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Prowers County, Colorado.

11. The Attorney shall perform its duties hereunder as an independent contractor and not as an employee. Neither the Attorney nor any agent or employee of the Attorney shall be deemed to be an agent or employee of the Department. The Attorney shall comply with the provisions of CRS 8-17.5-101 *et.seq.* and 24-76.5-101.

12. The attorney shall not discriminate on the basis of race, sex, age, or creed, or natural origin.

13. This agreement is binding on the parties and their respective successors and permitted assigns.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signature.

---

LANIE MEYERS-MIRELES  
COUNTY DIRECTOR



\_\_\_\_\_  
Ron Cook, Chairman  
Prowers County Commissioners

STEERMAN LAW OFFICES, PLLC

By: /s/ Donald L. Steerman  
DONALD L. STEERMAN, #23402

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 1/9/2024

**Submitter:** Rose Pugliese, County Attorney

**Submitted to the County Administration Office on:** 1/2/2024

**Return Originals to:** Brenda Brown

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of amendments to Sections 105, 108, 110, 506, 604 and 801 of the Prowers County Personnel Handbook.

**Justification or Background:**

**Fiscal Impact:** None except future costs to consolidate all Prowers County Personnel Handbook amendments.

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

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

**Approved by the County Attorney on:** 1/2/2024

**Additional Approvals (if required):**

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

**THANK YOU!**

## **105.1 COMPLAINT PROCESS**

*Delete current language regarding other problems and complaints and replace with the following:*

### **1. COMPLAINT PROCEDURE**

Any employee who has a complaint other than discrimination, harassment or retaliation should discuss the issue with the Direct Supervisor or Department Director, or if the complaint is related to the employee's Direct Supervisor or Department Director, then the employee may file a complaint with the Designee of the Board.

- a. Upon receipt of a complaint, the Designee of the Board, Direct Supervisor or Department Director shall assess the complaint and work with the complainant to determine the most appropriate course of action, including whether to proceed with an informal resolution process as described in this Policy.

### **2. INFORMAL RESOLUTION PROCESS**

- a. The informal resolution process is flexible and intentionally open to individualized responses and resources. This process is confidential, and the parties' names, the process itself, and any resolution are not subject to disclosure except as necessary to implement any steps agreed to in the resolution or as provided in this Policy.
- b. The Designee of the Board, Direct Supervisor or Department Director shall take such steps as are necessary to understand the complaint and find facts to determine the issue. After the informal fact-finding has concluded, the Designee of the Board will identify a range of resources to offer to the parties to resolve the issues.
- c. Participation in the informal resolution process is voluntary. If the parties agree to the informal resolution process, they are expected to participate fully and in good faith. Nonparticipation may be considered as grounds for more formalized treatment of complaints about the same respondent.
- d. The Designee of the Board, Direct Supervisor or Department Director shall attempt to complete the informal resolution process within 30 calendar days after the Designee of the Board receives the complaint. Remedial action such as ongoing coaching, training, or other efforts may be decided upon within the 30-day timeline but may be ongoing after that time frame has elapsed.

### 3. CONFIDENTIALITY

1. The Designee of the Board or Department Director shall keep confidential all information received concerning inquiries and complaints under this Policy, except:
  - a. As necessary to conduct an investigation or implement remedial or protective measures; and
  - b. At the beginning and conclusion of the informal resolution process, the Designee of the Board or Department Director, following notice to a complainant when practicable, may disclose to the Direct Supervisor the issues raised without disclosing the identity of any person involved in the process except the respondent.
2. The Designee of the Board or Department Director shall create a record of each complaint handled under this Policy and shall maintain the records in secure and confidential files for five (5) years.
3. All employees are required to maintain confidentiality of all information received concerning inquiries and complaints under this Policy, and third parties are required to keep information related to complaints filed under this Policy confidential.
4. A violation of these confidentiality provisions may constitute a violation of this Policy, subject to the informal process described in the applicable sections of this Policy.

### 4. APPEAL

An employee may appeal the resolution to the Board of County Commissioners within thirty (30) days of such determination.

## **108 PERSONNEL, EMPLOYEE RECORDS**

*Add after sentence 1 in paragraph 1:*

“Personnel files” include home address, telephone numbers, demographic information, letters of reference and financial information.

*Delete 3<sup>rd</sup> paragraph and insert the following:*

Generally, all County employees’ official personnel files are kept as directed by the Designee of the Board. Access to all personnel files, regardless of where they are kept, is governed by C.R.S. 24-72-202, et seq. The following documents are not considered part of the personnel file and are subject to public inspection:

1. Applications of past and current employees;
2. Employment Agreements;
3. Performance Ratings;
4. Compensation paid (including expense allowance and benefits);
5. Any amount paid or benefit provided in connection with a termination.

## **110 JOB POSTING**

*Add the following sentence at the end of the paragraph as follows:*

Out-of-State remote work options may be available, at the discretion of the Department Director, and with final approval by the Board of County Commissioners.

## **506 SICK LEAVE**

*Delete Purpose, Definition, Accrual and Accumulation sections and replace as follows:*

Prowers County shall comply with the requirements of the Healthy Families and Workplace Act, as may be amended.

## **604 APPEARANCE, ATTIRE & HYGIENE**

*Amend first sentence of second paragraph to read as follows:*

For Prowers County's purposes, business casual dress may include jeans, polo shirts, etc. *at the full and absolute discretion of the Department Director.*

## **801 CREDIT CARD POLICY**

*Delete current section and replace as follows:*

County employees who are issued a County credit card are ultimately responsible for the safe-keeping and authorized use of the County credit card. Any misuse or unauthorized use of an employee's County credit card must be immediately reported to the Board of County Commissioners. Violators are personally liable for all unauthorized charges, including interest and penalties incurred for non-payment. Failure to use the County credit card for authorized purposes may result in the removal of the County credit card from the employee and the pursuit of any and all legal remedies as provided by Colorado law.

**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 1-9-2024

**Submitter:** Jana Coen, Prowers County Clerk

**Submitted to the County Administration Office on:** 1-3-2024

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

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Colorado MV Express Self-Service Terminal Participation Agreement between Intellectual Technology, Inc. and Prowers County, CO for the Prowers County Clerk & Recorder's Office to provide Prowers County citizens the ability to use Self-Service Kiosks located throughout the State of Colorado for motor vehicle renewal purposes.

**Justification or Background:**

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

**County:**     \$\_\_\_\_\_

**Federal:**    \$\_\_\_\_\_

**State:**       \$\_\_\_\_\_

**Other:**        \$\_\_\_\_\_

**Approved by the County Attorney on:**     12-28-2023

**Additional Approvals (if required):**

## COLORADO MV EXPRESS SELF-SERVICE TERMINAL PARTICIPATION AGREEMENT

This COLORADO MV EXPRESS SELF-SERVICE TERMINAL PARTICIPATION AGREEMENT (this "SST Participation Agreement") is entered into as of December 19, 2023, by and between Prowers County, Colorado (the "Agency") and Intellectual Technology, Inc. ("ITI"), a Delaware corporation headquartered at 2908 E. Coliseum Blvd., Suite 100, Fort Wayne, Indiana 46805.

WHEREAS, the Agency is interested in participating in the self-service terminals ("SSTs") program established with ITI pursuant and subject to the Agreement, CMS #164563, by and between the Colorado Department of Revenue and Intellectual Technology, Inc., dated as of January 5, 2021 ("Master Agreement"), in order to provide the residents of the Agency's local county with the ability to use SSTs installed in other counties and utilize the services (the "Services") offered by such SSTs; and

WHEREAS, the Agency and ITI both acknowledge that this SST Participation Agreement is subordinate to the Master Agreement, and any right granted to the Colorado Department of Revenue in the Master Agreement shall have priority over any conflicting right granted to the Agency under this SST Participation Agreement, except as provided herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term. The term of this SST Participation Agreement shall begin on the date hereof and terminate on the last day of the term of the Master Agreement, as extended or earlier terminated in accordance with the Master Agreement. Notwithstanding the foregoing, either ITI or the Agency may terminate this SST Participation Agreement at any time with thirty (30) days written notice.
2. Information Security. The Agency will not have access to any confidential or personally identifiable information generated by the SST transactions. ITI shall be responsible for all data integrity, data transmission and security of all confidential and personal information.
3. Fees. For Services rendered, the Agency agrees to compensate ITI according to the agreed upon conditions defined in accordance with Schedule A under "Service Fees".
4. Independent Contractor. ITI and any and all of ITI's agents and employees shall act as independent contractors and not as agents or employees of the Agency. Nothing herein contained shall be construed as constituting the parties hereto as partners, agents of one another or joint venturers.
5. Confidentiality. The parties understand and acknowledge that in connection with the Services to be performed by ITI and the obligations of the Agency under this SST Participation Agreement, from time to time either or both (the "Disclosing Party") may disclose to the other (the "Receiving Party"), either in writing or orally, information relating to the Disclosing Party's businesses, operations, organizations, financial conditions, plans, designs, marketing strategies and other confidential or proprietary information ("Confidential Information"). The Receiving

Party will use such Disclosing Party's Confidential Information solely for the purpose of performing its obligations under this SST Participation Agreement unless otherwise agreed in writing between the parties. The parties agree that all Disclosing Party Confidential Information shall be and remain the exclusive property of the Disclosing Party, and that the Receiving Party will take, or cause to be taken, all reasonable steps to safeguard Disclosing Party's Confidential Information against unauthorized disclosure, using procedures and standards no less comprehensive than those used to protect Receiving Party's own Confidential Information. Notwithstanding anything set forth herein to the contrary, no information shall be considered Confidential Information, which (i) is or becomes publicly known through no wrongful act of Receiving Party, (ii) is received by the Receiving Party from a third party without similar restriction and without breach of this SST Participation Agreement, (iii) is independently developed by Receiving Party and Receiving Party can reasonably substantiate that the development occurred before disclosure, (iv) is required to be disclosed by law, or (iv) is approved for release by the written consent of the Disclosing Party. In the context of this paragraph, ITI expressly recognizes that Agency is subject to the Colorado Open Records Act, C.R.S. § 24-72- 201 *et seq.*, and may be required to disclose records under that law.

6. Consumer Credit Card Confidential Information. ITI shall comply with the Payment Card Industry ("PCI") Data Security Standard, as promulgated, and amended by the PCI Security Standards Council, and other applicable payment card industry security requirements with respect to consumer credit card information that is accessed, received or maintained by ITI. If ITI is required to maintain certification pursuant to the PCI Data Security Standard, ITI shall maintain such certification throughout the term of this SST Participation Agreement.

7. Notices. All notices provided under this SST Participation Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage prepaid, or by an express delivery service (such as UPS), and addressed to such party at its address set forth below. The address to which notices may be given as aforesaid to either party may be changed by written notice given by one party to the other as hereinabove provided.

Notice shall be sent to the following addresses:

(a) If to ITI:

Intellectual Technology, Inc.  
2980 E. Coliseum Blvd.  
Fort Wayne, IN 46805  
Attn: General Counsel  
Tel: 260-459-8800  
Fax: 260-459-8820  
Email: bsmith@iti4dmv.com



(b) If to the Agency:

Prowers County, Colorado  
Attn: Jana Cowen  
301 S. Main St., Ste 210  
Lamar, CO 81052  
Tel:  
Fax:  
Email: jcowen@prowerscounty.net

8. Service Marks and Trademarks. ITI shall not, without the Agency's prior written consent, use the name, service marks of the Agency or the service marks or trademarks used by the Agency.

9. Publicity. All media releases, public announcements and public disclosures by either party relating to this SST Participation Agreement or the subject matter of this SST Participation Agreement, including promotional or marketing material or signs or posters posted on the SST or elsewhere, but not including announcements intended solely for internal distribution or disclosures to the extent required to meet legal or regulatory requirements beyond the reasonable control of the disclosing party, will be coordinated with and approved by the other party prior to release, which approval such party may withhold in its sole discretion. ITI will ensure that any approved publicity materials referring to the Agency remain current and accurate, and the Agency reserves the right to withdraw a previously granted approval and ITI will cease use of the Agency's name pending ITI's correction of any inaccurate materials.

10. Compliance with Law; Permits; Truces. ITI shall comply with all applicable laws, rules and regulations with respect to the operation, maintenance and use of the SST. ITI will obtain, maintain in effect, and pay the cost of all licenses or permits required for the operation, use and/or maintenance of the SST. ITI will pay all taxes and other payments required to be paid by ITI as a result of any SST transactions.

11. Entire Agreement; Amendment. This SST Participation Agreement, along with the Master Agreement, constitutes the entire agreement between the parties with respect to the subject matter contained in this SST Participation Agreement, and supersedes all prior agreements, whether written or oral, with respect to such subject matter except for the Master Agreement. No modification, waiver, or discharge hereof will be valid unless in writing and signed by an authorized representative of the party against which such change, waiver or discharge is sought to be enforced.

12. Successors and Assigns. The terms of this SST Participation Agreement and the covenants and agreements herein contained shall apply to and bind and inure to the benefits of the permitted heirs, representatives, assigns and successors in interest of the parties hereto.

13. Severability. The invalidity of any provision of this SST Participation Agreement will not affect the validity and binding effect of any other provision and any invalid provision will be severed from this SST Participation Agreement and the remainder of the SST Participation Agreement will be enforced to the maximum extent permitted by applicable law and in keeping with the original intention of the parties.

14. Survival. The provision of this SST Participation Agreement which contemplates performance or observance subsequent to termination or expiration of this SST Participation Agreement will survive termination or expiration of this SST Participation Agreement and continue in full force and effect.

15. Waiver. The failure of a party to insist upon strict performance of any of the covenants or restrictions contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the covenants or obligations contained herein by the same or any other party.

16. Governing Law: Jurisdiction. This SST Participation Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Colorado, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction.

17. Counterparts/Electronic Signatures. This SST Participation Agreement may be executed in counterparts and delivered by U.S. Mail or established overnight courier service, postage or delivery charge prepaid, each of which counterparts shall be deemed an original and all of which together shall constitute a single instrument, and shall be effective upon execution and delivery of one or more of such counterparts by each of the parties hereto. Electronic signatures (copied, facsimile or PDF) shall be deemed originals for all purposes.

18. Governmental Immunity. Notwithstanding any provision of the Master Agreement, the Agency and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this SST Participation Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Agency and its officers, attorneys or employees.

19. Subject to Annual Appropriation. Notwithstanding any provision of the Master Agreement, any financial obligation of the Agency not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

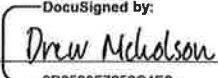
*[Signature Page Follows.]*

IN WITNESS WHEREOF, this SST Participation Agreement has been executed by the parties hereto as of the date first written above.

**PROWERS COUNTY, COLORADO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INTELLECTUAL TECHNOLOGY**

By:  \_\_\_\_\_  
Name: Drew Nicholson  
Title: chief Executive Officer

**SCHEDULE A (Rev. 02/18)**

**COLORADO SELF SERVICE TERMINAL PARTICIPATION AGREEMENT**

**Self-Service Terminal (SST) Services:**

Primary service provided is Colorado motor vehicle registration renewals. In future, may add other routine Colorado Department of Motor Vehicle services.

**Payment Functionality:**

Self-Service Terminals to offer the following payment options: credit / debit cards.

**Transaction Service Fees:**

- ITI to charge a service fee for each transaction. A transaction is defined as issuance of a vehicle registration certificate and decal(s) for one vehicle. Service fee to be billed either to customer, or to Agency, or can be split between customer and Agency.
- Transaction fee schedule below for motor vehicle registration renewals:
  - o \$3.00 per vehicle registration renewal performed at Agency office locations.
  - o \$3.95 per vehicle registration renewals performed at 3rd party retail locations that charge a fee for SST space.

\* Fee charged to be based on type of service performed. Other routine Colorado Department of Motor Vehicle services added in future shall have different transaction service fee based on type of service and requirements.

**Credit Card Processing Fees:**

Per Exhibit A attached hereto, Parties acknowledge that County is considered a merchant with respect to the credit or debit card or check payments processed by the self-service kiosks and that VitalChek is providing services to ITI to process such payments. As such, County agrees that the fee and payment terms outlined on Exhibit A will apply to this Agreement to the extent they relate to how credit, debit or check payments will be processed and paid to County.

Notwithstanding the foregoing, since County is not a party to the Payment Solutions Services Agreement attached hereto as Exhibit A, the Parties specifically agree that the County is not obligated to perform any of ITI's obligations or duties under the terms of the Payment Solutions Services Agreement, including but not limited to Section 8 and Section 13 of said agreement.

- Credit card processing fees to be paid at 2.30% per total credit/debit transaction value. Credit card fee shall be charged at time of transaction.
- Credit card rates subject to change based on changes in credit card processor rates. Agency to be notified in writing at least 60 days in advance of any credit card fee changes.

- Agency must complete the Automatic Clearing House Authorization form provided by ITI in order to credit Agency's bank account(s).
- Card processing costs can be either charged to customer or agency, check option below:

\_\_\_\_\_ Charge Customer

\_\_\_\_\_ Charge Agency

**Check Processing Fees:**

- If a kiosk accepts checks, a check processing fee of \$0.50 per check charged at time of transaction.

**Reporting:**

ITI to provide each Agency with a web-based reporting repository which provides real time access to detailed transactional reporting.

**Invoice**

In the event Agency pays the transaction service fee (detailed above), the fees will be invoiced monthly. ITI will provide Agency an invoice with the name and address as shown on this SST Participation Agreement along with the contact name and telephone number. Invoice to reference this SST Participation Agreement, time, the number of transactions processed, and the fee per transaction within that given period.

**Agency Invoice Contact information required:**

Itemized invoices must be paid by Agency within thirty (30) days of receipt when submitted to the address shown below.

To ensure prompt payment, ITI shall submit **all** invoices to:

Name:

Address:

Tel:

Fax:

Email:

**Exhibit A**  
**Payment Solutions Service Agreement**  
(Attached)



LexisNexis® VitalChek Network Inc.

## Payment Solutions Service Agreement

This agreement ("**Agreement**") is entered into as of April 15th, 2021 (the "**Effective Date**"), by and between LexisNexis VitalChek Network Inc. ("**VitalChek**") with its principal place of business located at 6 Cadillac Drive, Suite 400, Brentwood, TN 37027 and Intellectual Technology, Inc. on its behalf and on behalf of the applicable Government Agency (the "**Customer**"), with a place of business located at 2980 E. Coliseum Blvd Fort Wayne, Indiana 46805.

**WHEREAS**, VitalChek is engaged in the business of providing services which expedites the processing of various types of governmental or utility services and facilitates payment by consumers; and,

**WHEREAS**, Customer acting on behalf of and for the benefit of government agencies ("**Government Agency**") wishes to provide consumers who desire to pay for services rendered by mutually agreed Government Agencies, the option of paying for such services using certain credit or debit cards or checks (as more particularly described hereinafter, the "**Payment Services**");

**NOW THEREFORE**, in exchange for the mutual consideration set forth herein, VitalChek and Customer do hereby agree as follows:

1. Customer shall, at its expense, provide at mutually agreed upon facilities of Customer or the applicable Government Agency the hardware and/or software required for the Payment Services and for Customer to use the Payment Services solely to mutually agreed Government Agencies.
2. VitalChek will make payment to Customer in an amount equal to the applicable charges for all properly authorized requests in connection with governmental fees or services rendered by the applicable Government Agency and which are correctly processed through the Payment Services. Such payments shall be made in a manner acceptable to both Customer and VitalChek.
3. VitalChek will charge the consumer certain service fees ("**Fees**") for the use of the Payment Services, and will accept payment of such fees through the use of a valid payment method then accepted by VitalChek, which may include, without limitation, Visa, MasterCard, Discover Card or American Express credit card, as well as most major debit cards in VitalChek's reasonable discretion. Customer agrees that as the provider of the Payment Services, VitalChek acts as Customer's agent for transaction processing and payment purposes.
4. This Agreement shall be effective as of the Effective Date and shall continue in effect for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one-year periods. Either party may terminate this Agreement for any reason by providing written notice to the other party to such effect at least sixty (60) days prior to the effective date of termination. Upon termination of this Agreement, the parties will abide by industry security standards as to the security of cardholder data.
5. Each party warrants that it will abide by: (i) the applicable rules, regulations, operating procedures, guidelines and requirements as may be promulgated or amended from time to time by VitalChek, VitalChek's payment processor(s), VISA USA, Inc., MasterCard International, Inc., Discover, any other applicable card association, and, to the extent such party stores or retains any card information, the Payment Card Industry Data Security Standard, the Visa Cardholder Information Security Program, the MasterCard Site Data Protection program and the NACHA rules (collectively, the "**Rules**"), and (ii) all applicable federal, state, and local laws, ordinances, codes and regulations in the performance of its obligations under this Agreement (collectively, the "**Laws**").
6. In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, VitalChek has instituted, among other policies, Paper and Electronic Media Policies, which are designed to meet or exceed industry security standards (the "**VitalChek Policies**"). A copy of the VitalChek Policies has been provided to Customer, and Customer agrees to comply with such policies as amended from time to time as well as with appropriate industry accepted security practices for handling non-public personal information. Customer acknowledges and agrees that (i) Cardholder data may only be used for assisting in completing a card transaction or as required by applicable law; (ii) In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored within Customer's systems, Customer will immediately notify VitalChek, and provide VitalChek and/or its processor or the relevant card company access to Customer's facilities and all pertinent records to conduct a review of Customer's



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compliance with the security requirements, as well as fully cooperate with any reviews of facilities and records provided for in this paragraph.

7. Customer will work with VitalChek in order to maintain appropriate business continuity procedures and systems to insure security of cardholder data in the event of a disruption, disaster or failure of any data systems.
8. Customer hereby agrees to protect, indemnify, defend, and hold harmless VitalChek from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) to the extent caused by Customer, a Government Agency, their employees or contractors, and businesses or consumers that make payments to a Government Agency served by Customer. VitalChek agrees to protect, indemnify, defend and hold harmless Customer from and against any from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) to the extent caused by VitalChek, its employees and subcontractors.
9. A party herein will not be liable to the other party or its customers for any delay or failure in its performance of any of the acts required by this Agreement if and to the extent that such delay or failure arises beyond the reasonable control of such party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.
10. It is agreed that under this Agreement VitalChek does not transfer, and Customer does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized by the Payment Services or provided by VitalChek.
11. Notices provided in association with this Agreement shall be provided in writing to the address of the parties first set forth above, and in the case of notices to VitalChek, with a copy to: Legal Department, 1000 Alderman Drive, MD-71A, Alpharetta, Georgia 30005.
12. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER VITALCHEK NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ANY TERMINAL, ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE PAYMENT SERVICES FURNISHED HEREUNDER.
13. VitalChek's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the Fees collected by VitalChek under this Agreement during the 12-month period preceding the date of such loss or injury, except for claims related to a Security Event due to VitalChek's negligence, which shall not exceed five million dollars (\$5,000,000.00).  
  
A "Security Event" is the unauthorized acquisition or access of or to personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use.
14. Customer will include the terms of this Agreement in its agreement with each applicable Government Agency. The terms of this Agreement represent the full and complete agreement between the parties. They may not be altered or amended except by written instrument, duly executed by the parties.
15. This Agreement shall be construed and enforced in accordance with the laws of the State where the applicable Government Agency is located.

*[Remainder of this Page is Intentionally left Blank. Signature Page to Follow.]*





**IN WITNESS WHEREOF**, the parties do hereby execute this Agreement, intending to be bound by its terms and conditions.

**INTELLECTUAL TECHNOLOGY, INC.**

DocuSigned by:  
Signature: Robert Drew Nicholson  
By: Robert Drew Nicholson  
Title: President/COO  
Date: 4/27/2021

**LEXISNEXIS VITALCHEK NETWORK INC.**

Signature: [Signature]  
By: Jeff Burke  
Title: Vice President, General Manager  
Date: 28 Apr 21



**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 01/09/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 01/03/2023

**Return Originals to:** Mark Westhoff

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of awarding Bid for sale of Department of Public Health vehicle, 2012 Ford Fusion.

**Justification or Background:**

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

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**THANK YOU!**

## Request for Bids

### Vehicle for Sale

Prowers County is offering for sale to the highest bidder the following vehicle:

2012 Ford Fusion  
125,569 miles  
VIN # 3FAHP0HA3CR284780

Condition: Regular maintenance, new tires 2/2023, minor damage on passenger side due to previous accident, broken driver side visor, general wear and tear on interior

This vehicle will be sold to the highest bidder, as-is with no warranties actual or implied. Sealed bids will be accepted until 4:00 pm, Friday, January 5, 2024. Bids may be sent or hand-delivered in a sealed envelope to the Prowers County Administration Office, 301 South Main Street, Suite 215, Lamar, CO 81052. Sealed envelopes must be clearly marked, "**PUBLIC HEALTH VEHICLE BID**" on the exterior. The bid itself must include the **Bidder's Name, Address, Telephone Number, and Bid Amount** to be considered.

Prowers County reserves the right to accept or reject any or all bids for any reason, including if the bid is missing any required information.

The vehicle is available for pre-bid inspection on request, but may not be removed from Prowers County premises and test drives are not allowed. To schedule an inspection, please contact: **Diane (719) 336-8772**.

**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 1-9-2024

**Submitter:** Administration Office

**Submitted to the County Administration Office on:** 1-3-2024

**Return Originals to:** Jana Coen & Paula Gonzales

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of 2024 Order for Authorized Persons and Authorized Signatures on the County Checking Accounts at Frontier Bank.

**Justification or Background:** Annual approval

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

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

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

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

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**



## ORDER FOR AUTHORIZED PERSONS AND AUTHORIZED SIGNATURES ON CHECKING ACCOUNTS

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

### DEPARTMENT OF HUMAN SERVICES ACCOUNT

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

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

### STATE WAGE WITHHOLDING ACCOUNT

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

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

### GENERAL FUND ACCOUNT

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

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

DATED this 9<sup>th</sup> day of January, 2024

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice-Chairman

\_\_\_\_\_  
Commissioner

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County at Lamar, Colorado this 9<sup>th</sup> day of January 2024.

\_\_\_\_\_  
Jana Coen, County Clerk & Recorder

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 01/09/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 01/03/2023

**Return Originals to:** Mark Westhoff

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of 2024 CCI Steering Committees Designation of Proxy, naming one Commissioner as proxy and vote in 2024 CCI Steering Committee Meetings.

**Justification or Background:**

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

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**THANK YOU!**



## 2024 Steering Committees Designation of Proxy

A Board of County Commissioners may designate a county staff member to serve as proxy and vote in during a Steering Committee meeting.

Each County gets one vote, in the event commissioners and proxies double vote, CCI will count the Commissioner's vote.

The Board of County Commissioners designates \_\_\_\_\_  
(First & Last Name)

to serve as proxy on behalf of \_\_\_\_\_ county to the following  
(County Name)

Steering Committee(s) during the 2024 session:

- \_\_\_\_\_ Agriculture, Wildlife and Rural Affairs
- \_\_\_\_\_ General Government
- \_\_\_\_\_ Health and Human Services
- \_\_\_\_\_ Justice and Public Safety
- \_\_\_\_\_ Land Use and Natural Resources
- \_\_\_\_\_ Public Lands
- \_\_\_\_\_ Taxation and Finance
- \_\_\_\_\_ Tourism, Resorts and Economic Development
- \_\_\_\_\_ Transportation and Telecommunications

*To be certified by the BOCC Chair:*

Signed: \_\_\_\_\_  
Board Chair

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

*Contact Information of Proxy:*

Counties will be contacted via e-mail regarding meeting details, including Zoom links.

Name: \_\_\_\_\_

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

E-Mail: \_\_\_\_\_

Please submit to Brittney Becerra at [bbecerra@ccionline.org](mailto:bbecerra@ccionline.org) by January 19,  
2024

**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 01/09/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 01/03/2023

**Return Originals to:** Mark Westhoff

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of Resolution to Set Mill Levies for 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):**

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

**THANK YOU!**



## RESOLUTION TO SET MILL LEVIES

Resolution No. 2024-

A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2024, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR PROWERS COUNTY, COLORADO, FOR THE 2024 BUDGET YEAR.

WHEREAS, the Prowers County Board of Commissioners has adopted the annual budget in accordance with the Local Government Budget Law, on December 28, 2023, and;

WHEREAS, the amount of money necessary to balance the budget for general operation purposes from property tax revenue is \$3,981,167 and;

WHEREAS, the 2024 valuation for assessment for Prowers County as certified by the County Assessor is \$146,528,046.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF COMMISSIONERS OF PROWERS COUNTY, COLORADO:

- Section 1. That for the purpose of meeting all general operating expenses of Prowers County during the 2024 budget year, there is hereby levied a tax of 27.17 mills upon each dollar of the total valuation for assessment of all taxable property within the County for the year 2024;
- Section 2. That the Board of County Commissioners hereby certifies the mill levies for Prowers County as herein above determined and set.

Adopted this 9<sup>th</sup> day of January 2024.

ATTEST:

\_\_\_\_\_  
Ron Cook, Chairman

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

\_\_\_\_\_  
Jana Coen, County Clerk

\_\_\_\_\_  
Thomas Grasmick, Commissioner

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 1/9/2024

**Submitter:** Rose Pugliese, County Attorney

**Submitted to the County Administration Office on:** 1/3/2024

**Return Originals to:** N/A

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Accept Agreement for Application Hosting and Technology Support Services Contract, Amendment No. 1 between Avenu Enterprise Solutions, LLC and Prowers County for the Treasurer and Assessor's Office, starting on January 1, 2024 and ending on December 31, 2024 in the amounts of \$39,329.82 (Assessor) and \$32,597.04 (Treasurer), executed by Prowers County Assessor, Andy Wyatt on December 13, 2023.

**Justification or Background:**

**Fiscal Impact:** \$39,329.82 for the Assessor's Office and \$32,597.04 for the Treasurer's Office.

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

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

**Approved by the County Attorney on:** 1/3/2024

**Additional Approvals (if required):**

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

**THANK YOU!**

# Agreement for Application Hosting and Technology Support Services

## Amendment No. 1

**Avenu Enterprise Solutions, LLC**

**Prowers County, Colorado**

This first amendment ("Amendment No. 1") is made by and between **Avenu Enterprise Solutions, LLC**, 5860 Trinity Parkway, Suite 120, Centreville, VA 20120 ("Avenu") and **Prowers County**, 301 South Main Street, Lamar, CO 81052 ("Client").

### RECITALS

**WHEREAS**, Client and Avenu executed the Agreement for Application Hosting and Technology Support Services (the "Agreement") for NewVision application software and Services, effective January 1, 2021 through December 31, 2023 ("Term"); and

**WHEREAS**, the Parties seek to amend the Agreement to extend the Term for an additional one (1) year period through December 31, 2024; and

**WHEREAS**, the Parties further seek to amend Schedule A (Statement of Work), Section B (Payment), to adjust the Base Monthly Fee and Payment Schedule for the Extended Term.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, Avenu and Client (each individually a "Party" and collectively, the "Parties") agree as follows:

1. This Amendment No. 1 is effective on January 1, 2024 ("Amendment Effective Date").

2. Section 2 of the Agreement (Term) is amended with the following:

This Agreement is hereby extended for an additional one (1) year period, from January 1, 2024 through December 31, 2024, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Extended Term").

3. Schedule A (Statement of Work), Section B.1 (Base Monthly Fee and Payment Schedule), is deleted and replaced with the following:

Client shall pay Avenu the base monthly fees set forth below for the Extended Term:

### ASSESSOR

Contract Year	Monthly SaaS Amount	Annual SaaS Amount
January 1, 2024 – December 31, 2024	\$3,277.48	\$39,329.82

## TREASURER

Contract Year	Monthly Forms	Annual Forms	Monthly SaaS Amount	Annual SaaS Amount
January 1, 2024 – December 31, 2024	\$445.21	\$5,342.47	\$2,716.42	\$32,597.04

4. All other terms and conditions of the Agreement, except as modified by this Amendment No. 1, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of Avenu and Client have executed this Amendment No. 1.

**Avenu Enterprise Solutions, LLC**

By:  James Barkman

Name: James Barkman

Title: Chief Financial Officer

Date: 12/19/2023

**Prowers County, Colorado**

By: 

Name: Andrew B. Wyatt

Title: Prowers County Assessor

Date: December 13, 2023

**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 1-09-2024

**Submitter:** Paula Gonzales, Finance Director

**Submitted to the County Administration Office on:** Email Poll 1-3-2024

**Return Originals to:** Paula Gonzales & Jana Coen

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 1-3-2024 email poll approval to correct dates in the 2024 Budget Message for Assessed Value to January 3, 2024 and Mill Levy Certification Date to January 10, 2024 which was previously approved by the Board on December 28, 2023.

**Justification or Background:**

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

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

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

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

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

# Budget Message for 2024

## Prowers County, Colorado

December 28, 2023

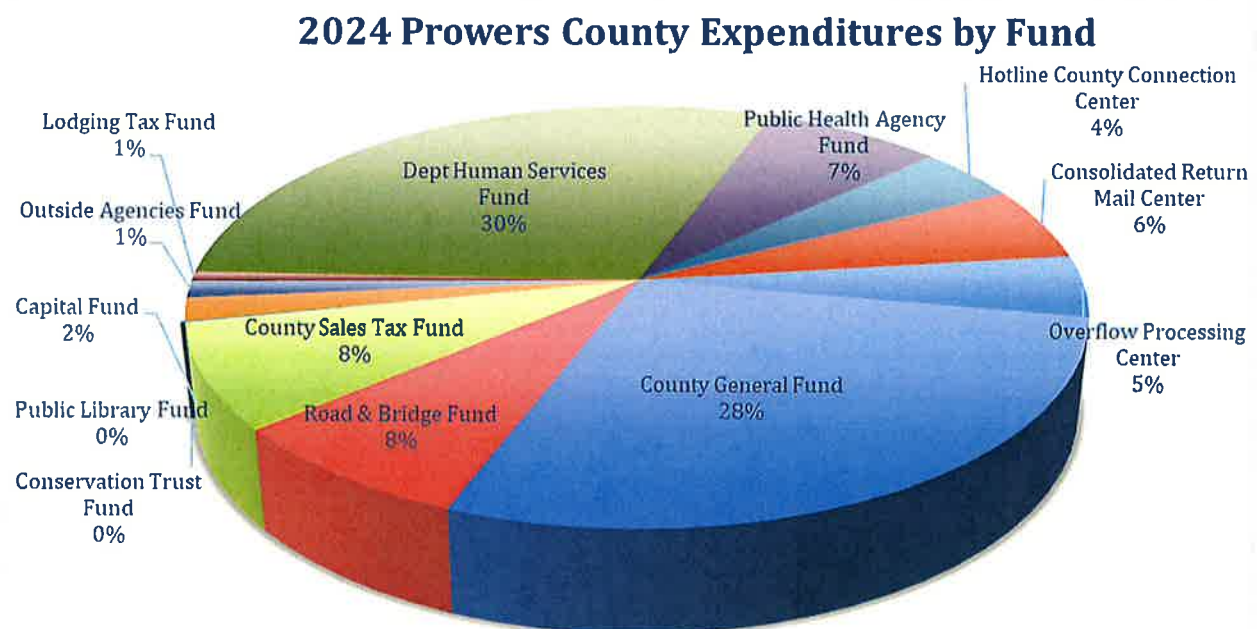
TO: The Citizens of Prowers County, Colorado

In accordance with C.R.S. §29-1-107, the Prowers County Budget for 2024 is hereby presented.

Due to continuing property tax law changes, the deadline extension for the final assessed values to January 3, 2024, and the deadline extension of January 10, 2024, to certify the mill levy, this information is not available at the time we are presenting the Final Prowers County Budget for 2024. We have worked closely with the Prowers County Assessor's office to determine the best available predictions for 2024 property tax revenues for use in this budget. We are confident to move forward at this time without the availability of final assessed value or certified mill levies. We plan to re-evaluate the 2024 budget in April when we have the final assessed values plus a clear picture of potential property tax backfill dollars owed to Prowers County in 2024. We will complete a supplemental budget at that time if it is deemed necessary.

We continue to work with the Elected Officials in Prowers County and Department Supervisors to make sound fiscal decisions relative to your tax dollars. We strive to keep expenditures to a minimum while maintaining mandated local government services, many of which are expanding without any supportive funding from the state and federal government levels.

Below is a breakdown of the various funds which comprise the total 2024 Budget:



### ***General Fund***

The General Fund includes all of the Elected Officials' departments, as well as many others and the expenses related to their respective operations. We anticipate that the 2024 General Fund expenditures will be \$11,799,067.

The General Fund supports services like public transportation, rural fire, and emergency management, as well as entities such as the Prowers and Northeast Prowers Soil Conservation Districts, E911 Dispatch Center, and both the Sand and Sage Round-Up Fair and the Holly Gateway Fair.

Economic development will continue to be a top priority and we will budget \$25,000 in 2024 to support Prowers Economic Prosperity (PEP) and its efforts.

Local government provides services, and without our valued County employees, we could not carry out our statutory duties. In addition to continuing to provide 100% of the premium for a high deductible health insurance plan and other insurance benefits for each full-time employee, we will appropriate funds for pay raises in 2024.

### ***Road & Bridge Fund***

Our Road & Bridge Department provides many important services for our citizens. We anticipate that Road & Bridge Fund expenditures will be \$3,482,974 in 2024. The fund balance is estimated to be \$3,867,383 at the beginning of 2024. For 2024, the Sales Tax transfer to this fund will again be suspended and may be reinstated upon future budget needs.

### ***Sales and Use Tax Fund***

In 2024 we project that we will receive \$2,983,118 in sales tax revenue. We will continue to use sales tax dollars for capital improvements and tax relief to the General Fund.

### ***Public Library Fund***

The Public Library Fund exists due to small amounts of revenue which continue to be received by the Treasurer and must be deposited in this Fund.

### ***Conservation Trust Fund***

The Conservation Trust Fund is supported by the distribution of Colorado Lottery dollars. The funds are utilized to maintain the digital TV tower and building located near Carlton. There are plans to upgrade the remaining 3 outdated transmitters at the Carlton tower location in 2024. This should increase reliability of service and the ability to continue to keep these stations operational in the future and free to residents.

### ***Capital Fund***

We are fortunate to budget for projects and improvements to County properties in 2024 including ongoing roofing projects and other unexpected major repairs.

### ***Outside Agency Fund***

The Outside Agency Fund is a pass-through fund for certain grants to Southeast Colorado Enterprise Development, Inc. (SECED) for which the County serves as the applicant agency and fiscal agent.

### ***Lodging Tax Fund***

The Lodging Tax Panel is dedicated to promoting our region by allotting dollars for marketing and advertising of various events. The Panel continues to appropriately administer the revenues generated by the Lodging Tax.

### ***Human Services Fund***

The Human Services Fund mill levy will be set in January 2024. The Human Services Fund includes various important programs for our citizens. The fund balance is estimated to be \$1,279,604 at the beginning of 2024 with projected expenditures of \$12,299,154 which includes SNAP. For 2024, the Sales Tax transfer to this fund will again be suspended and may be reinstated upon future budget needs.

### ***Public Health Agency Fund***

We anticipate that the Public Health Agency Fund expenditures will total \$3,144,263 in 2024. This Fund includes numerous programs that provide services which are needed for our citizens. The fund balance is estimated to be \$2,088,790 at the beginning of 2024.

### ***Hotline County Connection Fund***

H3C maintains 24/7 call coverage for the Statewide Child Welfare Hotline as well as for numerous counties throughout Colorado. The fund balance is estimated to be \$214,661 at the beginning of 2024 with projected expenditures of \$1,766,260.

### ***Consolidated Return Mail Center Fund***

Prowers CRMC runs a centralized service and call center for Statewide returned mail from correspondence regarding benefits and verification of benefits. Fund expenditures for 2024 are estimated to be \$2,248,676.

### ***Overflow Processing Center Fund***

Prowers OPC provides a centralized processing center for all Medicaid and CHP+ backlog applications for the State of Colorado. Fund expenditures for 2024 are estimated to be \$1,904,674.



Prowers County maintains its accounting records on a modified accrual basis. Included in the 2024 Budget, dispersed throughout the various funds, is a cash reserve equal to at least 3% of the total budget. This meets the Amendment 1 Requirements.

We commend the Elected Officials and County Department Supervisors for diligently managing their budgets and resources while continuing to deliver vital services. It is because of their commitment and sound fiscal management that we are able to confidently present the 2024 Budget complete with increased employee benefits and the tools, equipment, and training which will enhance all of Prowers County. We thank you for the opportunity to serve as your County Commissioners.

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Ron Cook, Chairman

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Wendy Buxton-Andrade, Vice-Chairman

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Thomas Grasmick, Commissioner

## **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 1/9/24

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 1/3/24

**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 Memorandum of Understanding Amendment #1 Between The Colorado Department of Early Childhood and Prowers County Department of Human Services (Routing Number 199071125).”

**Justification or Background:**

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

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

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

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

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**THANK YOU!**



**Memorandum of Understanding Amendment #1  
Between  
The Colorado Department of Early Childhood  
and  
Prowers County Department of Human Services**

This Amendment No. 1 ("Amendment") is effective as of January 1, 2024, and hereby amends the Memorandum of Understanding (MOU) executed by and between the State of Colorado Department of Early Childhood and the Board of the County Commissioners or other elected governing body of Prowers County Department of Human Services (the "County") on December 8, 2022 (the "MOU"). All capitalized terms not defined in this Amendment shall have the meanings set forth in the MOU.

In consideration of the mutual promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Reaffirmation of the MOU for the Colorado Child Care Assistance Program (CCCAP).

***Signatures***

By signing this Amendment, both parties agree to reaffirm the MOU for another year from signature.

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

*Date:* \_\_\_\_/\_\_\_\_/\_\_\_\_

Ron Cook

Chairman

Prowers County Department of Human Services

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

*Date:* \_\_\_\_/\_\_\_\_/\_\_\_\_

Mary Alice Cohen

Chief Program Officer, Office of Program Delivery

Colorado Department of Early Childhood

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 1-9-2024

**Submitter:** H3C

**Submitted to the County Administration Office on:** 1-4-2024

**Return Originals to:** Lanie Meyers Mireles, Director

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Credit Card Authorization Request to discontinue the credit card for Ron Trowbridge, H3C and issue a new HCCC General credit card with a credit limit of \$5,000.

**Justification or Background:**

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

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

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

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

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES  
CREDIT CARD AUTHORIZATION REQUEST TO EXCEED \$1,000 LIMIT**

Date: January 9, 2023


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

Employee Name	JOB TITLE	Amt. Authorized	Purpose of Authorization	Date Issued (Completed by Business office)
HCCC General Credit Card	n/a	\$5,000	Purchases	

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

Employee Name	JOB TITLE	Credit Card Acct. #	Authorization End Date	Date Canceled (Completed by Business Office)
Ron Trowbridge	HCCC Manager	X-9727	12/29/2023	1/3/2023

Explanation: Ron's card had a \$5,000 limit. We are opting to change this over to a general HCCC credit card that will be held by accounting staff for larger purchases. Anthony Cruz (new Manager) has a card issued to him with a \$1,000 limit.

  
\_\_\_\_\_  
Department Head Signature

1/4/24  
\_\_\_\_\_  
Date

DHS/HCCC  
\_\_\_\_\_  
Office/Department

Approved:

\_\_\_\_\_  
Chair  
Prowers County Board of Commissioners

\_\_\_\_\_  
Date