

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
JULY 9, 2024**

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

**PROWERS COUNTY ANNEX – MEZZANINE ROOM
1001 S. MAIN STREET, LAMAR, CO 81052**

WORK SESSION

9:30 a.m. Cheryl Sanchez, Prowers Economic Prosperity Director
- PEP update monthly

10:15 a.m. Gary Harbert, Veterans’ Service Officer
- County VSO Monthly Report and Certification of Pay

10:30 a.m. BOCC
- Updates

11:00 a.m. Mark Dorenkamp, Road & Bridge Supervisor
- Purchase of Shed Building in Granada

MEETING AGENDA

1:00 p.m. Invocation

Pledge of Allegiance

Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of June 4, 2024 Special Meeting Minutes
4. Consider Approval of June 24, 2024 Meeting Minutes

PUBLIC APPEARANCES

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

DISCUSSION:

Michael Yerman, My Rural Planner and Stephanie Gonzales, SECED

- Update on SE Colorado Regional Housing Auth IGA and Budget

Thomas Dunagan, Prowers County Coroner

Mark Westhoff

- County Administrator Update

Rose Pugliese, Esq.

- County Attorney Update

ACTION ITEMS:

1. Consider approval of Amended Intergovernmental Agreement and Budget between Prowers County, Baca County, Bent County, Crowley County, Kiowa County, and Otero County establishing the Southeast Colorado Regional Housing Authority and naming Southeast Colorado Enterprise Development, Inc (SECED) as the Managing Agency of the Regional Housing Authority, effective on the date the last County signs the IGA.
2. Consider approval of County Veterans Service Officer's Monthly Report and Certification of Pay – June 2024.

3. Consider ratifying June 21, 2024 email poll approval of SFY 2024-2025 Collaborative Management Memorandum of Understanding and authorizing Department of Human Services Director, Lanie Meyers-Mireles to sign as fiscal agent for Prowers County About F.A.C.E. IOG and also execute the agreement electronically.
4. Consider approval of Colorado Division of Veterans Affairs County Application for Semiannual Payment, SFY 2023-2024 for Prowers County.
5. Consider ratifying 6-27-24 email poll approval of Request for Extension Time to File Audit for Year End December 31, 2023 and authorizing BOCC Chairman Ron Cook to execute the request form.
6. Consider approval of Contract Amendment CT GGI QAA 2025 to Original Contract Number 21 IHIA 168647 Between Prowers County Department of Human Services and the Colorado Department of Early Childhood for the purposes of facilitating the F.I.R.E. grant from 9/30/23 – 9/29/25 in the amount of \$123,721 (Total for All Federal Fiscal Years \$573,851) and authorize Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement electronically.
7. Consider ratifying 6-27-2024 email poll approval for County General Fund, Fringe, A/P and JBBS A/P for payment of bills presented in the amount of \$878,864.64, Department of Human Services Payroll, Fringe and A/P for a total of \$240,644.68, and H3C Payroll, Fringe, and A/P for a total of \$116,981.65 with a Certification date of June 26, 2024 and authorizing the use of the Commissioner's signature stamps.
8. Consider approval of Professional Services Agreement between Prowers County and E3 Consulting Services, LLC authorizing BOCC Chairman Ron Cook to execute the Agreement.
9. Consider ratifying 6-27-2024 email poll approval of Ozone Season Transit Grant Award Letter and Agreement for Prowers Area Transit to CASTA to provide free fares for PAT riders from 7/1/2024 to 8/31/2024 and authorizing PAT Operations Manager Marilyn Stuart to execute said Award Letter and Agreement and to submit it to CASTA.
10. Consider ratifying 7-1-2024 email poll approval authorizing County Attorney, Rose F. Pugliese, LLC to file a lawsuit in Prowers County, District Court to recover \$1,573.69 from Thomas Dunagan for unauthorized, unbudgeted and unappropriated expense outside of the Coroner's budget.
11. Consider ratifying June 24, 2024 email poll approval of SFY 2024-2025 Collaborative Management Memorandum of Understanding and authorizing Public Health Director, Meagan Hillman to sign as fiscal agent for Prowers County About F.A.C.E. IOG and also execute the agreement electronically.

12. Consider approval of Lease Agreement between L&C, LLC and Prowers County Youth Council, Location is 120 S. Main St., Lamar, CO for a term of one (1) year commencing on August 1, 2024 and authorizing Public Health Director, Meagan Hillman to execute the Lease Agreement for Prowers County Youth Council.
13. Consider approval of Statement of Work for Prowers County Child Fatality Contract in the amount of \$5,250.00 and authorizing Public Health Director, Meagan Hillman to execute the document electronically.
14. Consider ratifying 6/28/2024 email poll approval of a letter of support for High Plains Community Health Clinic's application for continued Health Resources and Services Administration funding.
15. Consider approval of updated Prowers County Fairgrounds Facility Rental Agreement and Fee Schedule.
16. Consider approval of appointing one (1) Member to the Prowers County Planning Commission Board to fill the remaining term expiring January 2025.
17. Consider approval of letter of resignation from County Administrator Mark Westhoff effective 08/07/2024.

PREVIOUSLY TABLED ACTION ITEMS:

1. None

EXECUTIVE SESSION

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

NOTE: This Agenda is provided for informational purposes only. Action may be taken on any or all of the items. All times are approximate. If any given item is finished earlier than anticipated, the Commissioners may move on to the next item. The only exceptions are public hearings on items which have had published notices of a specific hearing time; those items will not begin until the specific time or after.

If you need assistance in participating in this meeting due to a disability as defined under the Americans with Disabilities Act, please call 719-336-8030 at least three days prior to the scheduled meeting to request an accommodation.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 07/09/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 07/02/2024

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: 07/10/2024

Item Title/Recommended Board Action: Consider approval of Amended Intergovernmental Agreement and Budget between Prowers County, Baca County, Bent County, Crowley County, Kiowa County, and Otero County establishing the Southeast Colorado Regional Housing Authority and naming Southeast Colorado Enterprise Development, Inc (SECED) as the Managing Agency of the Regional Housing Authority, effective on the date the last County signs the IGA.

Justification or Background: The original IGA was approved by the BOCC on December 5, 2023, but has been amended to address some changes and a budget has been included.

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!



DATE: June 18, 2024

TO: SECED Local Government Membership

FROM: Michael Yerman, MYRP Senior Planner & Willa Williford, Williford LLC

THROUGH: Stephanie Gonzales, SECED Executive Director

SUBJECT: Regional Housing Authority IGA Adoption

Regional Housing Authority:

The six counties' Board of County Commissioners and SECED board recently reviewed the Intergovernmental Agreement for the creation of a six-county Multijurisdictional Regional Housing Authority (RHA). This is a quasi-governmental entity that will leverage funds collaboratively across the region. The RHA is being formed by the six counties BOCC and will geographically allow all residents and municipalities within the boundary to participate. This is being formed at the county level to ensure local municipalities can bring forward projects for funding or other development assistance without placing local elected municipal leaders or planning commissioners in a position that could possibly jeopardize their quasi-juridical authority of reviewing a development within their jurisdiction. The RHA also ensures through its legal IGA creation that our local municipal governments retain their land use authority on reviewing housing development applications.

The RHA will use SECED to be the managing agency to oversee the finances and complete a yearly audit as required by law. A DOLA planning capacity grant was applied for by the region to assist in funding a Housing Development Director to be housed in SECED to work with the local municipalities and local Housing Authorities to facilitate the development of housing. After the expiration of the DOLA grant the RHA will continue to fund this position for the region.

The RHA is envisioned to be a resource that will assist our communities with creating public-private partnerships that make development and financing future housing projects possible. Ongoing focus areas include regional collaboration, land banking, technical assistance, grant writing, and leveraging regional funding. This entity is intended to steward the public funds generated by the High Plains Home builds, and bring in new resources that can be used across the region. It is not intended to duplicate or replace any existing housing agencies.

IGA Updates:

Since the last time the individual BOCC's reviewed the IGA, several important changes have occurred. The following revisions have occurred out of requests from participating jurisdictions to provide an adopted budget and to review how the use of bond authority would be allowed within the six-county region. The following is a summary of changes in the attached revised IGA:

1. An adopted 3-year budget RHA is provided as Exhibit-A
2. Explicit language has been added to clarify that the RHA **will not ever** have taxing or condemning powers. The removal of these powers eliminates TABOR requirements because the RHA has no taxing, election, or police powers under the formation State Statue.
3. The IGA update specifies the different eligible bonds that the RHA can issue to fund housing projects including revenue or general obligation bonds, conduit bonds, and private activity bonds.
4. The IGA requires a public hearing to be held in the County by the BOCC where any future bond issuance may occur prior to the issuance of any of the bonds specified above.

Action Requested:

The red line revisions to the RHA IGA have been provided to each of the six counties' legal counsels and are attached to this memo. The attached budget which was also requested to be produced and approved by the SECED board prior to final adoption by the six BOCC's is provided as Exhibit A.

The BOCC's of Baca, Bent, Crowley, Otero, Kiowa, and Prowers are asked to approve the final RHA IGA. Once each of the counties' chairs have signed and executed the IGA a clean copy will be provided to each county to be recorded into each counties' public record.

**INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE
SOUTHEAST COLORADO REGIONAL HOUSING AUTHORITY**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into as of the Effective Date defined below by and among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTIES OF BACA, BENT, CROWLEY, KIOWA, OTERO, and PROWERS, COLORADO, (collectively, the "Parties").

A. The provisions of Section 18 or Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, allow Colorado local governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each local government.

B. The provisions of C.R.S. § 29-1-204.5 allow Colorado local governments to contract with each other, subject to annual appropriation, to establish a separate governmental entity to be known as a multijurisdictional housing authority.

C. A multijurisdictional housing authority established pursuant to C.R.S. § 29-1-204.5 may be used by the contracting local governments to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families, or individuals, of low or moderate income; and (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the authority.

D. The Parties recognize the benefits and advantages obtained by working together to establish and create a multijurisdictional housing authority to provide affordable housing projects or programs for local low or moderate income families and for employees of local employers, and therefore desire to participate with one another in the establishment of a multijurisdictional housing authority serving the interest of residents of Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties ("Six County Region").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations herein set forth, the parties hereby mutually agree as follows:

**ARTICLE I
ESTABLISHMENT OF AUTHORITY**

Section 1.1. Establishment and Name of Authority. The Parties hereby establish a multijurisdictional housing authority to be known as the Southeast Colorado Regional Housing Authority (the "Authority").

Section 1.2. Purpose. As used in this Agreement, the term "affordable housing" shall include but shall not be limited to affordable housing, attainable housing, community housing, and workforce housing. This definition shall not be construed to place limits on the powers or duties of the Authority. The purpose of the Authority shall be to:

(i) effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs in the Six County Region, including the incorporated jurisdictions, to provide:

- (a) dwelling accommodations at rental prices or purchase prices within the means of families, or individuals, of low or moderate income;
- (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority;
- (c) gap funding for acquisition and development projects serving low and moderate income households;
- (d) administer housing voucher programs funded through the U.S. Department of Housing and Urban Development or other similar programs;
- (e) mixed income or mixed-use properties that facilitate either of the purposes set forth in Section 1.2 (i)(a) or (b);
- (f) participate in public/private partnerships to ensure that housing development serves local community needs; and
- (g) support local jurisdictions in redeveloping blighted properties.

(ii) conduct administrative functions with respect to leasing, sales, eligibility, deed restriction compliance, and support of financing, acquisition, construction, repair, maintenance, management, resident education, and operation of new and existing affordable housing units in the Six County Region.

Section 1.3. Functions or Services. The Authority shall have any and all powers, duties, rights and obligations as such are set forth in C.R.S. Section 29-1-204.5, except as specifically provided herein. The functions and services of the Authority include without limitation the following:

- (i) Advise local governments of the practical applications of local housing policy and infrastructure needs;
- (ii) Review development proposals and participate as appropriate;
- (iii) Facilitate partnerships to create housing;
- (iv) Allocate funds for eligible housing projects;
- (v) Facilitate the establishment of a housing trust;
- (vi) Identify and facilitate the acquisition of vacant land that may be developed for affordable housing;
- (vii) Identify financing opportunities;
- (viii) Acquire existing housing or other real estate to assure retention of or conversion to affordable housing stock;
- (ix) Obtain development approvals and issue requests for proposals for private sector and non-profit entities to build affordable housing;
- (x) Develop new for-sale or rental affordable housing;
- (xi) Rehabilitate existing housing;
- (xii) Manage affordable housing properties;

- (xiii) Administer housing voucher programs;
- (xiv) Construct infrastructure to serve affordable housing.

Section 1.4. Exceptions to Powers: Notwithstanding the specific powers set forth in C.R.S. Section 29-1-204.5, the Authority is specifically prohibited from:

- (a) Levying or enacting any taxing powers and proposing ballot initiatives in support of affordable housing, including, but not limited to, general taxing, sales tax, use tax, ad valorem tax, property tax or impact fees.
- (b) Condemning property for public use.

In the event that the parties determine to offer amendments to this Agreement in the future, existing debt must be analyzed to ensure that the Colorado Taxpayers Bill of Rights (TABOR) Article X, Section 20 of the Colorado Constitution, statutes or rules shall not be violated.

Section 1.5 Boundaries. The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that are party to this Agreement, unless said boundaries are modified by the Authority.

Section 1.6. Separate Entity. The Authority shall be a political subdivision of the State of Colorado (the "State"), a governmental authority separate and apart from the Parties, and shall be a validly created and existing political subdivision and public corporation of the State, irrespective of whether a Party to this Agreement terminates its participation (whether voluntarily, by operation of law, or otherwise) in the Authority subsequent to its creation under circumstances not resulting in the rescission or termination of the Agreement establishing the Authority. It shall have the duties and the privileges, immunities, rights, liabilities and disabilities of a public body politic and the corporate. The Authority shall operate and exist pursuant to the provisions of C.R.S. Section 29-1-204.5, and is hereby explicitly recognized by the Parties not to exist under the laws of C.R.S. Section 29-4-201, *et seq.* The Authority may deposit and invest its moneys in the manner provided in this Agreement and in Article 10.5 and 47 of Title 11, Colorado Revised Statutes and Article 75, Title 24, Part 6, Colorado Revised Statutes. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the Parties. Further, the Parties to this Agreement do not waive or limit their right or ability to pursue their own individual affordable housing projects separate and apart from the Authority.

Section 1.7. Managing Agency. The parties to this Agreement are also members of Southeast Colorado Enterprise Development, Inc ("SECED"). SECED has agreed to act as the Managing Agency of the Authority. SECED will manage the Authority including day to day management under the direction of the Board and will act as the fiscal agent of the Authority and will ensure the auditing of the Authority's finances. The Authority's employees, agents, and the Board of Directors will be subject to the SECED Employee Handbook. Employees of the Authority shall be eligible for employment benefits and resources of SECED.

Section 1.8. Term. The term of the Authority shall be continuous until terminated or rescinded in the manner set forth in Section 6.1.

Section 1.9. No Waiver. Nothing contained in this Agreement shall constitute a waiver by Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties or local municipalities of any of their respective or joint planning, zoning, land use or other governmental authority or power. All projects of the Authority shall be subject to the planning, zoning, sanitary, and building laws, ordinances, and regulations applicable to the locality in which a project is situated.

ARTICLE II POWERS

Section 2.1. Powers of Authority. In addition to any other powers provided by applicable law, the Authority shall have the following general powers:

(i) To identify the need for affordable housing for the population segments identified by the Authority residing, or needing to reside, in the Six County Region, and to plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate projects and programs pursuant to a multijurisdictional or individual jurisdiction plan within the means for families, or individuals, of low or moderate income.

(ii) To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate affordable housing projects or programs for employees of employers located within the boundaries of the Authority;

(iii) To make and enter into contracts with any person, including, without limitation, contracts with local, state or federal agencies, private enterprises, and nonprofit organizations also involved in providing such housing projects or programs or the financing for such housing projects or programs, irrespective of whether such agencies are parties to the agreement.

(iv) To employ agents and employees, including an executive director, who may be employees of one of the Parties, and to set the compensation and provide for performance review of the same;

(v) The power, but not the duty or obligation, to develop creative financing and construction programs, as well as incentives, in order to encourage the public or private sector to provide affordable housing for families and individuals in Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties, and to cooperate with state and federal governments in all respects concerning the financing of such housing projects and programs;

(vi) To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;

(vii) To fix, maintain, and revise fees, rents, security deposits, and chargers for functions, services, or facilities provided by the Authority;

(viii) To adopt, by resolution, bylaws, regulations, guidelines and policies respecting the exercise of its powers and the carrying out of its purposes;

(ix) To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;

(x) To do and perform any acts and things authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, under, through, or by means of an agent or by contracts with any person, firm, or corporation; and

(xi) To establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation, or any combination of the foregoing, of

housing projects or programs authorized by C.R.S. § 29-1-204.5, as in may be amended from time to time, and by any other applicable law, on the same terms as and subject to the same conditions provided in C.R.S. § 43-4-605, as it may be amended from time to time.

(xii) To hold, administer, enforce, and/or cure deed restrictions on behalf of the Authority and/or the Parties.

(xv) To issue revenue or general obligation bonds according to State law and pledge its revenues and revenue raising powers for the payment of such bonds.

(xvi) To issue conduit revenue bonds and enter into financing agreements, as defined in C.R.S. 29-3-103, with others for the purpose of providing revenues to pay the bonds issued to provide residential facilities within the means of families of low or moderate income (the "Projects"); to lease, sell, or otherwise dispose of any or all of its Projects to others for such revenues and upon such terms and conditions as the Authority may deem advisable; and to grant options to renew any lease or other agreement with respect to a Project and to grant options to buy any Project at such price as the Authority deems desirable.

(xvii) To act as an issuing authority, as defined in C.R.S. 24-32-1703, for the purpose of being an assignee or delegate of private activity bond volume cap allocation under the Private Activity Bond Ceiling Allocation Act C.R.S. 24-32-1701, et seq., and take all such actions as are necessary in connection with the management and preservation of any private activity bond volume cap allocations assigned or delegated to the Authority, including the execution of any Internal Revenue Service ("IRS") form without further action of the Parties.

Section 2.2. Duties of the Authority. The Authority will have the duties set forth in this Section.

- (i) Administration: The Authority through its Managing Agency shall
- (a) Prepare an annual budget for the Authority pursuant to the terms and provisions of the Local Government Budget Law of Colorado, which will identify revenues and expenditures required to accomplish the goals and objectives of the Authority as set forth in this Agreement, and which shall be approved by the parties to this Agreement;
 - (b) With respect to accounting, reporting, auditing, and operational procedures, follow the provisions and guidelines of the Colorado Local Government Uniform Accounting Law and the Colorado Local Government Audit Law;
 - (c) Manage its financial records and work with its agents on a yearly audit;
 - (d) Maintain records of all Authority meetings, resolutions, and planning documents and make them available in the Authority's office for public review;
 - (e) Obtain its own legal counsel. Legal assistance for the Authority will be provided by outside counsel. The Secretary shall recommend to the Board when legal services are required and how they may be obtained;
 - (f) Purchase and maintain at all times an adequate policy of public entity liability insurance, which insurance shall at the minimum provide the amount of coverage

described in C.R.S. 24-10-115(1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent. The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. Sec. 24-10-110; and

(g) Administer community housing guidelines on behalf of the Six County Region.

(ii) Market Resales and Rental Vacancies and Review Qualifications of Applicants, Owners and Residents: The Authority shall:

- (a) Notify the public of the availability of and review qualifications of applicants, owners and residents for deed restricted or affordable housing rental units; and
- (b) Notify the public of the availability of and review qualifications of owners and applicants for, and arrange for transfer of title to, deed-restricted or affordable housing fee ownership housing units.

(iii) Needs Assessment: The Authority shall:

- (a) Investigate affordable housing and employment conditions within the jurisdictions of Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties and the means and methods for improving those conditions; and
- (b) Maintain data indicating affordable housing needs in Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties for the population segments designated in this IGA or otherwise identified by the Authority.

(iv) Authority Recommendations: The Authority shall report annually to the governing bodies of Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties the affordable housing needs within Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties for the population segments designated in this IGA or identified by the Authority, as well as the qualifications for ownership or rental of such housing units, as required by existing agreements, land use regulations, deed restrictions, and, upon request, make recommendations for amendments to the development regulations of Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties or municipalities if formally requested by their agents.

(v) Public Hearing: The Authority shall conduct a public hearing in any county that multiyear debt will originate to support financing, acquisition, and development of housing for low and moderate income households, and such debt must be approved by the Boards of County Commissioners of the county or counties where a project is located. Such hearing may also serve the purpose of meeting the requirements under the Tax Equity and Fiscal Responsibility Act (TEFRA), if applicable.

ARTICLE III ADMINISTRATIVE PROVISIONS

Section 3.1. Board of Directors. The Authority shall be governed by a Board of Directors, in which all legislative power of the Authority shall be vested.

(i) Number and Qualification of Directors. The Board of Directors shall have thirteen (13) members. Each of the Parties shall appoint two members to the Board, at least one of whom shall be an

elect official of the appointing party. The parties may but are not required to appoint the same member(s) as they appointed to the SECED Board. The remaining member of the Board will be filled by the Executive Director of SECED or another staff person of SECED appointed by the Board of SECED (the "At Large Member"). All members of the Board of Directors must be residents of the Six County Region, and shall have reached the age of 18 years on the effective date of their appointment.

(ii) *Term of Office.* Each Board member who is an elected official shall serve a two year term expiring on January 31 following each year of a Presidential General Election or the expiration of his or her term in office, whichever occurs first. Upon expiration of an elected official's term, a new elected official shall be appointed by the Party experiencing the vacancy within thirty (30) days. The initial term appointments to the Board of Directors will have staggered terms of one (1) and two (2) years as determined by the appointing board.

(iii) *Vacancies.* Vacancies in positions appointed by the Parties shall be filled by the entity experiencing the vacancy for the unexpired term. A vacancy in the At Large Member will be filled by the Executive Director of SECED or another staff person of SECED appointed by the Board of SECED.

(iv) *Resignation or Removal.* Any Board member may resign at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Members of the Board who are elected officials serve at the pleasure of their appointing entity. The appointing entities may terminate the appointment of their appointees at will as any time without cause. Furthermore, unless excused by the Board, if a director fails to attend three regular meetings of the Board in any twelve-month period, or otherwise fails to perform any of the duties or obligations as a director, he or she may be removed by the Board and their position shall be filled by the Board or, in the case of an elected official, the appointing entity shall fill such vacancy within thirty (30) days after such removal. Consideration of removal of a director by the Board shall be at a regular or special meeting of the Board, reasonable notice of which shall be given to the director to be removed and, in the case of an elected official, the entity which appointed him or her.

(v) *Compensation of Directors.* Directors shall receive no compensation for their services, but shall be entitled to reimbursement of necessary expenses, including without limitation travel expenses, incurred in the discharge of their duties.

(vi) *Action by Board.* Each member of the Board shall have one vote on matters brought before the Board. A majority of the directors shall constitute a quorum and a majority of the quorum shall be necessary for any action taken by the Board. Notwithstanding the forgoing, or any other provision herein to the contrary, the following actions shall require the approval of seventy-five percent (75%) of the full Board of Directors: (i) proposal of ballot initiatives; (ii) the removal of a director under Section 3.1 (d) herein; and (iii) termination of the Authority. Meetings of the Board of Directors shall be open to the public and conducted in accordance with the C.R.S. § 24-6-401 *et seq.*

(vii) *Duties of Board.* The directors shall govern the business and affairs of the Authority. The directors shall also comply with all provisions of parts 1, 5, and 6 of Article 1 of Title 29 of the Colorado Revised Statutes, which provisions relate to the obligations of local governments with respect to budgets, accounting, and audits, as such provisions may be amended from time to time.

Section 3.2. Officers. The officers of the Authority shall be President, a Vice-President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers

and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

(i) *Election and Term of Office.* The officers of the Authority shall be elected annually by the Board. Each officer shall hold the office until his/her successor shall have been duly elected and shall have been qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

(ii) *Resignation or Removal.* Any officer may resign from office at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Any officer may be removed from office by the Board whenever in the Board's judgement the best interest of the Authority will be served thereby.

(iii) *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of the unexpired portion of the term.

(iv) *Duties.*

(a) *President:* The President, when present, shall preside at all meetings of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Authority deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof is expressly delegated by the Board of Directors to some other officer or agent of the Authority, or is required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

(b) *Vice President.* In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to the Vice President by the President or by the Board of Directors.

(c) *Secretary:* The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of the C.R.S. 24-6-401 *et seq.* and this Agreement or as otherwise provided by law; (c) attest to documents signed by the President, Vice President, or other authorized member or agent of the Board of Directors; (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.

(d) *Treasurer.* The Treasurer shall be the financial officer for the Authority and shall: (a) coordinate with the department of revenue regarding the collection of sales and use tax authorized pursuant to paragraph (f.1) of subsection (3) of C.R.S. § 29-1-204.5; (b) have charge and custody of and be responsible for all funds of the Authority; (c)

receive and give receipts for moneys due and payable to the Authority from any source whatsoever, and deposit all such moneys in the name of the Authority in such banks, trust companies or other depositories as designated by the Board of Directors; and (d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Directors. All checks written from an Authority bank account over ten thousand dollars (\$10,000.00) shall require the signature of the Treasurer and a single member of the Board of Directors or the signature of two members of the Board of Directors.

Section 3.3. Housing Development Director. The Housing Development Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers and duties as may be prescribed by the Board. The Housing Development Director shall be appointed by a majority vote of the Board, shall report to the Board of Directors, and shall have his or her salary and compensation set by the Board. The Housing Development Director shall have the authority to hire additional staff members pursuant to the budget adopted by the Board and shall also have firing authority over those staff members. The Housing Development Director shall be entitled to the same benefits as provided to SECED employees and subject to the SECED Employee Handbook.

Section 3.4. Committees. The Board of Directors may create such committees as it deems necessary or appropriate in order to carry out the affairs of the Authority, which shall include the following:

(i) **Grievance Committee** The Board will appoint a Grievance Committee which will have three (3) members. The Grievance Committee will include as members the Executive Director of SECED (or other staff member as assigned), the Housing Authority Board President, and one elected official from the County in which the grievance originated. Appointments of Grievance Committee members shall occur annually. Each county shall appoint an elected official who will serve on an ad hoc basis as needed. The elected official from the County in which the grievance originated may also serve on the Board, but is not required to do so.

- (a) Appeals or grievances of community guidelines,
- (b) Meetings scheduled as needed,
- (c) May request engagement of an attorney for legal advice, and
- (d) The executive director will submit staff reports and serves as staff for the committee.

(ii) **Development Committee**, which will have as members the executive director of SECED, the Housing Development Director or her designee, one committee member who has land use and/or property development experience, and three committee members from the local municipalities. Development committee members must not be elected to or appointed to currently serve on any planning commissions within the Six County Region. All recommendations, development plans, and expenditures of this committee must be approved by the Board.

- (a) The Development Committee is responsible for advancing development of affordable housing in the Six County Area by:
 - o Preparing RFQs for development,
 - o Working and advancing public private partnerships,

- Making funding recommendations,
 - Pursuing grants and loans, and
 - Leveraging land assets of the Authority for the development of affordable housing,
 - Working with local municipalities to bring forward housing projects to the board;
- (b) Meeting scheduled as needed with the Housing Development Director; and
- (c) Attendance by two (2) or more members plus the Executive Director will constitute a quorum.

Section 3.5. Conflicts of Interest. No member of the Board nor any immediate member of the family of any such member shall acquire or have any interest, direct or indirect, in (a) any property or project acquired, held, leased or sold by the Authority; or (b) any entity with whom the Authority has contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the Authority. If any Board member has such an interest, whether direct or indirect, he or she shall immediately disclose the same in writing to the Board of Directors, and such disclosure shall be entered upon the minutes of the Board. Upon such disclosure, such Board member shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest.

Section 3.6. Insurance. The Authority shall purchase and maintain at all times an adequate policy of public entity liability insurance, which insurance shall at the minimum provide the amount of coverage described in C.R.S. § 24-10-115(1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent. The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. § 24-10-110.

ARTICLE IV SOURCES OF REVENUE

Section 4.1. Sources of Revenue. The expected sources of revenue for the Authority may include, but are not limited to the following:

- (i) Federal, state, local and private grants or donations;
- (ii) Property management fees;
- (iii) Rents or other lease income;
- (iv) Interest on interest bearing accounts;
- (v) Proprietary revenue of the Parties in accordance with the Agreement;
- (vi) Revenue or general obligation bonds issued in accordance with applicable law; and
- (vii) Developer fees or fees generated through the development of housing; and

Section 4.2. Other Sources of Revenue. The parties shall provide, at a minimum, funding for the Authority beginning on January 1, 2024 ("Initial Funding Term") in the amounts set forth in subsection (i) of this Section 4.2. Funding by the parties for the Initial Funding Term shall be consistent with the initial projected budget for the Authority ("Projected Budget"), which is attached to this Agreement as Exhibit A. These funds are intended to be the primary source of funding for the administration and

development of future housing projects in the region for the next five years. The parties agree to revisit additional funding, if necessary in five years from this agreement to determine whether additional funding is warranted. However, the Initial Funding Term is intended to seed funds to allow the Authority to be financially self-sustaining.

(i) *Source of Funds.* The Parties agree that the funds to be transferred to the Authority for the Initial Funding Term from SECED shall be from the fees collected in the Southeast Workforce Housing Project in an amount of \$400,000.00. These funds are intended to allow the Authority to cover administrative costs, develop additional housing projects for the parties, leverage external matching funds for grants or loans, and create additional revenue to allow the Authority to become self-sustaining.

(ii) *Additional County Funds.* Beyond funds provided for the Initial Funding Term, certain Counties have contributed additional funds that will be transferred to the Authority to be spent on the development of housing projects within the County these funds originated. Any expenditure of these Additional County Funds over \$100,000.00 must receive approval from the Board of County Commissioners were the funds originated. These funds are geographically bound to be spent within the County of origin as follows:

Baca County	\$190,000.00
Bent County	\$400,000.00
Crowley County	\$240,000.00
Otero County	\$240,000.00
Prowers County	\$720,000.00

ARTICLE V AUTHORITY PROPERTY

In the event of termination or dissolution of the Authority, all right, title and interest of the Authority in General Assets (as hereinafter defined) shall be conveyed to SECED at the time of termination, as tenants-in-common subject to any outstanding liens, mortgages, or other pledges of such General Assets. The interest in the General Assets of the Authority conveyed to SECED shall be that proportion which the total dollar amount paid or contributed by such jurisdiction to the Authority for all purposes during the life of the Authority bears to the total dollar amount of all such payments and contributions made to the Authority by all such jurisdictions during the life of the Authority. The term "General Assets" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

ARTICLE VI TERMINATION OR ADDITIONAL MEMBERS

Section 6.1. Termination of Authority. This Agreement may be terminated by the approval of seventy-five percent (75%) of the full Board of Directors or when less than two governmental parties are willing to remain as parties to this Agreement; provided, however, this Agreement may not be rescinded or terminated so long as the Authority has bonds, notes, or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations. Upon termination, each Party hereto shall be released from all further liability and obligations hereunder. Notwithstanding the foregoing, the right of the Board or the Parties to terminate this Agreement shall be abrogated if the Authority has bonds, notes or other obligations outstanding at the time of the proposed termination, unless: (i) provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations, and (ii) nationally recognized bond counsel has delivered an opinion to the effect that such termination or

rescission, in and of itself, will not adversely affect the tax status of interest payable on such escrowed obligations. In the event of termination of this Agreement and the resulting dissolution of the Authority, the assets of the Authority shall be distributed as follows:

(i) All assets acquired from contributions from the Parties shall be returned to SECED if said assets are still in existence.

(ii) If assets contributed to the Authority are not in existence, the contributing party shall have the option of receiving the fair market value of each asset at the time of disposal by the Authority in either cash or assets of the Authority.

(iii) All assets acquired by the Authority after the date of this Agreement from funds provided by the parties shall be distributed to the parties on the basis of the appraised value of said assets at the time of termination and in the same proportion as the respective contributions of funds by the parties for acquisition of each asset.

(iv) The Parties may agree in writing to dispose of any assets of the Authority in any other acceptable manner.

(v) If the participating members cannot agree on the disposition of any assets of the Authority within sixty (60) days after termination, said assets shall be subject to an independent appraisal and shall be sold at public auction with the deed restriction intact as soon as practicable with the proceeds allocated to the parties in the same proportion as the total contribution of funds by the respective parties for acquisition of the asset.

Section 6.2. Termination of Participation. Any Party may terminate its participation in this Agreement as of the end of any calendar year by giving at least 90 days' written notice to the other Party or Parties, provided that such withdrawing party shall pay all of its obligations hereunder or pursuant to any effective funding agreement through and including the effective date of the termination of its participation.

Section 6.3. Amendment to Provide for Additional Members. This Agreement may be amended to add one or more additional parties upon: (a) resolution of the Board of Directors providing for such amendment; and (b) approval of such amendment by the governing body of the prospective additional party and each then-existing party.

ARTICLE VII GENERAL PROVISIONS

Section 7.1. Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

Section 7.2. Entire Agreement. This Agreement embodies the entire agreement about its subject matter among the Parties and supersedes all prior agreements and understandings, if any, and may be

amended, modified or supplemented only by an instrument in writing executed by all Parties to this Agreement.

Section 7.3. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

Section 7.4. Signatory Authority. Each person signing this Agreement in a representative capacity, expressly represents the signatory has the subject Party's authority to so sign and that the subject Party will be bound by the signatory's execution of this Agreement. Each Party expressly represents that except as to the approval specifically required by this Agreement, such Party does not require any third party's consent to enter into this Agreement.

Section 7.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

Section 7.6. Severability. If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete therefrom the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby.

Section 7.7. Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to Colorado law; (b) permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

Section 7.8. Pre-Existing Projects. The Authority shall not be the successor to any nonprofit corporation, agency, or other entity heretofore organized by the contracting member governments to provide the same function, service or facility. No rights, contracts, obligations, and property, both real and personal, of such municipality or county used for or in relation to housing shall vest in the Authority, including any ownership interest in any housing projects in existence at the time of the execution of this Agreement.

Section 7.9. Notices. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented, sent via electronic mail, or sent via pre-paid, first-class United States Mail, to the party at the applicable address set forth below:

If to Baca County:

Baca County Commissioners
741 Main St
Springfield, CO 81073

With a copy to: Baca County Attorney

Don Steerman

Steerman Law Offices
200 E Elm St
Lamar CO 81052
dsteerman@shinnsteermanlaw.com

If to Bent County:

Bent County Commissioners
PO Box 350
Las Animas, CO 81054

With a copy to: Bent County Attorney

Nathan Shultz
215 S Main St
Fowler CO 81039
nathan@shultz-law.com

If to Crowley County:

Crowley County Commissioners
603 Main Suite 2
Ordway, CO 81063

With a copy to: Crowley County Attorney

Nathan Shultz
215 S Main St
Fowler CO 81039
nathan@shultz-law.com

If to Kiowa County:

Kiowa County Commissioners
PO Box 100
Eads, CO 81036

With a copy to: Kiowa County Attorney

Lance Clark
Steerman Law Offices
200 E Elm St
Lamar CO 81052
lclark@shinnsteermanlaw.com

If to Prowers County:

Prowers County Commissioners
301 S Main St Suite 215
Lamar CO 81052

With a copy to: Prowers County Attorney

Rose F. Pugliese, LLC
9235 N. Union Blvd.
Ste. 150, #128
Colorado Springs, Colorado 80920
Puglieselawfirm@gmail.com

If to Otero County:

Otero County Commissioners
13 W 3rd Street #212
La Junta, CO 81050

With a copy to: Otero County Attorney

Nathan Shultz
215 S Main St
Fowler CO 81039
nathan@shultz-law.com

SIGNATURE PAGES FOLLOW

THIS INTERGOVERNMENTAL AGREEMENT is executed and made effective as provided herein.

BOARD OF COUNTY COMMISSIONERS
BACA COUNTY, COLORADO

By: _____,
Chair

Date of execution: _____

ATTEST:

_____, Clerk and Recorder

APPROVED AS TO FORM:

_____, County Attorney

THIS INTERGOVERNMENTAL AGREEMENT is executed and made effective as provided herein.

BOARD OF COUNTY COMMISSIONERS
BENT COUNTY, COLORADO

By: _____
_____, Chair

Date of execution: _____

ATTEST:

_____, Clerk and Recorder

APPROVED AS TO FORM:

_____, County Attorney

THIS INTERGOVERNMENTAL AGREEMENT is executed and made effective as provided herein.

BOARD OF COUNTY COMMISSIONERS
CROWLEY COUNTY, COLORADO

By: _____,
Chair

Date of execution: _____

ATTEST:

_____, Clerk and Recorder

APPROVED AS TO FORM:

_____, County Attorney

THIS INTERGOVERNMENTAL AGREEMENT is executed and made effective as provided herein.

BOARD OF COUNTY COMMISSIONERS
KIOWA COUNTY, COLORADO

By: _____
_____, Chair

Date of execution: _____

ATTEST:

_____, Clerk and Recorder

APPROVED AS TO FORM:

_____, County Attorney

THIS INTERGOVERNMENTAL AGREEMENT is executed and made effective as provided herein.

BOARD OF COUNTY COMMISSIONERS
OTERO COUNTY, COLORADO

By: _____
_____, Chair

Date of execution: _____

ATTEST:

_____, Clerk and Recorder

APPROVED AS TO FORM:

County Attorney

THIS INTERGOVERNMENTAL AGREEMENT is executed and made effective as provided herein.

BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

By: _____,
_____, Chair

Date of execution: _____

ATTEST:

_____, Clerk and Recorder

APPROVED AS TO FORM:

_____, County Attorney

EXHIBIT A

PROJECTED BUDGET

(see next page)

Exhibit A-SECED Regional Housing Authority Projected Three Year Budget 2024-2026

RHA DOLA Grant Eligible Expense	2024	2025	2026	TOTAL 3 YEARS
<u>Personel/Salaried Employees</u>				
Executive Director	\$ 22,000.00	\$ 68,000.00	\$ 71,000.00	
Benefits	\$ 6,600.00	\$ 20,400.00	\$ 21,300.00	
Outside Planning Consultant	\$ 30,000.00	\$ 40,000.00	\$ 20,000.00	
Total Personel/Salaried Employees	\$ 58,600.00	\$ 128,400.00	\$ 112,300.00	\$ 299,300.00
<u>Travel</u>				
Mileage	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
Lodging	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
Per Diem	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
Total Travel	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,000.00
<u>Professional Development</u>				
Training/Education	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	
Total Professional Development	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00
Total RHA DOLA Grant Eligible Expense	\$ 64,100.00	\$ 133,900.00	\$ 117,800.00	\$ 315,800.00
<u>Operating Expenses (not grant eligible)</u>				
<u>Supplies - Office</u>				
Office supplies	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
Postage	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	
Copier	\$ 150.00	\$ 150.00	\$ 150.00	
IT Set-up	\$ 1,000.00	\$ 100.00	\$ 100.00	
IT Support	\$ 500.00	\$ 500.00	\$ 500.00	
Office furniture	\$ 1,500.00	\$ 300.00	\$ 300.00	
Total Supplies - Office	\$ 6,550.00	\$ 4,450.00	\$ 4,450.00	\$ 15,450.00
<u>Professional services</u>				
Audit	\$ -	\$ 5,000.00	\$ 5,000.00	
Advertising & Marketing	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	
Translation Services	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	
Dues, Subscriptions, O&E insurance	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
Community Outreach	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
Total Professional services	\$ 7,500.00	\$ 16,000.00	\$ 16,000.00	\$ 39,500.00
<u>Office Space Rent & Associated Expenses</u>				
Rent	\$ -	\$ -	\$ -	
Utilities	\$ -	\$ -	\$ -	
Total Office Space Rent & Associated Expenses	\$ -	\$ -	\$ -	\$ -
Total Operating Expense	\$ 14,050.00	\$ 20,450.00	\$ 20,450.00	\$ 54,950.00
Total RHA DOLA Grant Eligible Exp / Operating Exp	\$ 78,150.00	\$ 154,350.00	\$ 138,250.00	\$ 370,750.00
<u>Development Activities</u>				
<u>Single-Family Home Development Program</u>				
Consultant Services	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	
Attorney	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	
Surveyor	\$ 3,000.00	\$ 20,000.00	\$ 20,000.00	
Architect/Engineer	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	
Title work	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
Total Single-Family Home Development Program	\$ 13,500.00	\$ 48,000.00	\$ 48,000.00	\$ 109,500.00
<u>Development Team Committee</u>				
Entitlement Work	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	
Other Services	\$ -	\$ 15,000.00	\$ 15,000.00	
Total Development Team Committee	\$ 1,000.00	\$ 17,000.00	\$ 17,000.00	\$ 35,000.00
Total Development Activities	\$ 14,500.00	\$ 65,000.00	\$ 65,000.00	\$ 144,500.00
<u>Ordway East Project Expense</u>				
Ordway Yearly Debt Service	\$ -	\$ 144,000.00	\$ 144,000.00	
SECED Property Management Fee	\$ 30,000.00	\$ 60,000.00	\$ 60,000.00	
Property Operating & Maintenance	\$ -	\$ 102,000.00	\$ 102,000.00	
Total Ordway East Project Expense	\$ 30,000.00	\$ 306,000.00	\$ 306,000.00	\$ 642,000.00
Total Annual Expense Budget	\$ 122,650.00	\$ 525,350.00	\$ 509,250.00	\$ 1,157,250.00
<u>Sources of Revenue - Operating</u>				
Crowley Cty DOLA Planning Capacity Grant Contribution	\$ 51,280.00	\$ 107,120.00	\$ 91,600.00	
Phase I - 6 County Operating Contribution	\$ 200,000.00	\$ -	\$ -	
Ordway Developer Fee	\$ 100,000.00	\$ 25,731.00	\$ 27,229.00	
Ordway Rent Collection	\$ -	\$ 391,800.00	\$ 403,554.00	
Total Sources of Revenue	\$ 351,280.00	\$ 524,651.00	\$ 522,383.00	\$ 1,398,314.00
Yearly Operating Cash Balance	\$ 228,630.00	\$ 227,931.00	\$ 241,064.00	\$ 241,064.00
<u>Sources of Revenue - Development</u>				
Phase I-Developer Fee	\$ 200,000.00	\$ -	\$ -	
Baca	\$ 182,215.00	\$ -	\$ -	
Bent	\$ 398,000.00	\$ -	\$ -	
Crowley	\$ 240,000.00	\$ -	\$ -	
Kiowa	\$ -	\$ -	\$ -	
Otero	\$ 232,500.00	\$ -	\$ -	
Prowers	\$ 234,500.00	\$ 465,000.00	\$ -	
Prop 123 (6 homes @ \$55K/home)	\$ -	\$ 330,000.00	\$ 330,000.00	
Single Family Home - Development Fees	\$ -	\$ -	\$ 30,000.00	
Total Sources of Revenue	\$ 1,487,215.00	\$ 795,000.00	\$ 360,000.00	\$ 2,642,215.00

RHA DEVELOPMENT BUDGET

	2024	2025	2026
Phase I - 6 County Operating Contribution	\$ 200,000.00		
	\$ 200,000.00	\$ -	\$ -
BACA	2024	2025	2026
HOUSE-210 OHIO	\$ 182,215.00		
	\$ 182,215.00	\$ -	\$ -
BENT	2024	2025	2026
HOUSE-535 MOORE	\$ 199,000.00		
HOUSE-559 MOORE	\$ 199,000.00		
	\$ 398,000.00	\$ -	\$ -
CROWLEY	2024	2025	2026
ORDWAY EAST DEV FEE	\$ 240,000.00		
	\$ 240,000.00	\$ -	\$ -
KIOWA	2024	2025	2026
	\$ -		
	\$ -	\$ -	\$ -
OTERO	2024	2025	2026
402 Hayes, La Junta	\$ 232,500.00		
	\$ 232,500.00	\$ -	\$ -
PROWERS	2024	2025	2026
711 Broderick, Granada	\$ 234,500.00		
207 Pheasant Run, Wiley	\$ -	\$ 232,500.00	
1902 South 8th, Lamar	\$ -	\$ 232,500.00	
	\$ 234,500.00	\$ 465,000.00	\$ -
Prop 123 (6 homes @ \$55K/home)	\$ -	\$ -	\$ 330,000.00
Single Family Home - Development Fees	\$ -	\$ -	\$ 30,000.00
	\$ -	\$ -	\$ 360,000.00
Total Development Budget	\$ 1,487,215.00	\$ 465,000.00	\$ 360,000.00

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 7-9-2024

Submitter: Gary Harbert, Veterans Officer

Submitted to the County Administration Office on: 7-1-2024

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 – June 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:



Colorado Division of Veterans Affairs

County Veterans Service Officer Monthly Report and Pay Request

State Fiscal Year 2023-2024

County:

Month:

In compliance with C.R.S. § 28-5-707 and for the purposes of semiannual payment, we hereby certify that 161 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	126
Emails	101
Appointments	35
Outreach Events	1
Total Served	263

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.


County Veterans Service Officer

7/1/2024

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

Appendix C

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

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7/9/24

Submitter: Department of Human Services

Submitted to the County Administration Office on: 6/21/24

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 ratifying email poll of June 21, 2024 approving SFY 2024-2025 Collaborative Management Memorandum of Understanding and authorize Department of Human Services Director, Lanie Meyers-Mireles to sign as fiscal agent for Prowers County About F.A.C.E. IOG and also execute the agreement via DocuSign.”

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!

**COLLABORATIVE MANAGEMENT
MEMORANDUM OF UNDERSTANDING**

**PROWERS
SFY 2024-2025**

This Agreement is made between the following statutorily Mandated Partners and Non-Mandated Partners to the Collaborative Management Program, each of which may herein be referred to individually as a "Party" or collectively as the "Parties":

MANDATED PARTNERS

1. **PROWERS COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES**, located at 1001 South Main Street, Lamar, CO 81052;
2. **FIFTEENTH JUDICIAL DISTRICT PROBATION DEPARTMENT**, located at 301 South Main Street, Suite 110, Lamar, CO 81052;
3. **FIFTEENTH JUDICIAL DISTRICT COURT**, located at 301 South Main Street, Suite 300, Lamar, CO 81052;
4. **PROWERS COUNTY PUBLIC HEALTH & ENVIRONMENT**, located at 1001 South Main Street, Lamar, CO 81052;
5. **PROWERS COUNTY SCHOOL DISTRICT RE-2, LAMAR SCHOOL DISTRICT**, located at 210 West Pearl Street, Lamar, CO 81052;
6. **VALLEY-WIDE HEALTH SYSTEMS, INC., COMPREHENSIVE BEHAVIORAL HEALTH SAFETY NET PROVIDER**, located at 128 Market Street, Alamosa, CO 81101;
7. **BEHAVIORAL HEALTH ORGANIZATION ("BHO") or REGIONAL ACCOUNTABLE ENTITY ("RAE")**, called **HEALTH COLORADO, INC.**, located at 1740 Eagleridge Blvd., Suite 110, Pueblo, CO 81008;
8. **DIVISION OF YOUTH SERVICES ("DYS")**, located at 2864 S. Circle Drive, Suite 300, Colorado Springs, CO 80906;
9. **DESIGNATED MANAGED SERVICE ORGANIZATION FOR THE PROVISION OF TREATMENT SERVICES FOR ALCOHOL AND DRUG ABUSE PURSUANT TO SECTION 27-80-107, C.R.S. ("MSO")**, called **SIGNAL BEHAVIORAL HEALTH NETWORK** located at 6130 Greenwood Plaza Blvd., Suite 150, Greenwood Village, CO 80111;
10. **COMMUNITY DOMESTIC VIOLENCE PROGRAM PURSUANT TO 26-7.5-104 C.R.S. IF REPRESENTATION FROM SUCH PROGRAM IS AVAILABLE**, called **DOMESTIC SAFETY RESOURCE CENTER** located at P.O. Box 953, Lamar CO 81052.

**COLLABORATIVE MANAGEMENT
MEMORANDUM OF UNDERSTANDING**

**PROWERS
SFY 2024-2025**

NON-MANDATED PARTNERS

- 11. FIFTEENTH JUDICIAL DISTRICT COLORADO YOUTH DETENTION CONTINUUM ("CYDC")**, located at 301 South Main Street, Suite 110, Lamar, CO 81052;
- 12. SAFECARE COLORADO ("SafeCare")**, located at 201 Kendall Drive, Lamar, CO 81052;
- 13. FAMILY REPRESENTATIVE, SHARON MAUCH**, located at 34140 County Road 9, Lamar, CO 81052;
- 14. ROOTS & WINGS FOR CHILDREN, Early Childhood Council**, located at 1001 S. Mains Street, Lamar, CO 81052; and,
- 15. THE CORNERSTONE RESOURCE CENTER, Family Resource Center**, located at 111 West Parmenter Street, Lamar, CO 81052.

****All non-mandated signing partners are voting members of the IOG.***

WHEREAS, Colorado Revised Statutes (C.R.S.) Section 24-1.9-102(1)(a) authorizes the county department of human services/social services to enter memorandums of understanding with specific agencies for the purpose of promoting a collaborative system of local-level interagency oversight groups and individualized service and support teams to coordinate and manage the provision of services to children and families who would benefit from integrated multi-agency services; and

WHEREAS, the undersigned desire to enter into an agreement for the collaboration of services to families and children who would benefit from integrated multi-agency services; and

WHEREAS, the undersigned agencies include all of the agencies required by statute.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, and for their mutual benefit, the Parties agree as follows:

Term of the Agreement. This Memorandum of Understanding (MOU) shall be effective beginning July 1st, 2024 and shall expire June 30th, 2025.

Renewal of MOU. The Parties may renew this MOU annually, subject to mutual agreement. Each Party reserves the right to elect not to renew the MOU after the expiration of the current term. If any Party intends not to renew the MOU, it should give notice of such intent at least thirty (30) days prior to the expiration of the Agreement.

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

**PROWERS
SFY 2024-2025**

I. Oversight Group. The Parties agree that there is hereby created an Interagency Oversight Group (IOG) as authorized by C.R.S 24-1.9-102, that is identified locally as *Prowers County About F.A.C.E. IOG*, whose membership shall be comprised of a local representative of each Party to this MOU. Membership requirements, the status of each Party as a voting member or advisory member, procedures for election of officers, procedures for resolving disputes, and procedures for the development of subcommittee groups can be found in the By-Laws/Procedure Guide ("By-Laws" or "Guide") attached hereto as a labeled **Appendix A**. By signing this MOU, the Parties agree to follow and review these by-laws annually to ensure all statutory and rule mandates are met. Any changes to the by-laws are considered a revision to the MOU and shall require new submission to the State with new signatures of all mandated and non-mandated partners.

II. Target Population. In recognition of the goals of the Collaborative Management Program (CMP), children, youth, and families across systems are identified and served according to their contact with collaborative programs. The CMP target population consists of at-risk children and youth ages birth through twenty-one (21) years of age and their families who would benefit from a multi-system integrated service plan or multisystem approach. An Individualized Service and Support Team (ISST) includes two (2) or more system representatives that are present to assist a child/youth/family with developing an integrated service plan directed by family needs. The ISST identifies goals and facilitates collaboration and is a family-driven model for service planning. The child/youth/family members are present at and participating in the development of their plan. *Prowers County About F.A.C.E. IOG* serves their target population(s) directly through an ISST(s) called: *Family Resource Meetings; Family Engagement Meetings; and Truancy ISST Meetings.*

Prowers County About F.A.C.E. IOG may also serve children, youth, and families within their communities through the Collaborative Management Program by providing multi-system prevention program(s). The target population for these prevention programs consists of at-risk children and youth ages birth through twenty-one (21) years of age and their families who would benefit from a multisystem approach. A multisystem prevention program must include two (2) or more system representatives that establish a program that facilitates collaboration and address needs not currently provided within the community. ***Multi-system Prevention Program(s) named: Circle of Parents, Crank it Up – Youth Bike Shop; and, Teen Truth – Principal's Council on School Culture.***

III. Services. As authorized by Section 12 CCR 2509-4-7.303.32(A), Counties may elect to participate in CMP by entering a Memorandum of Understanding (MOU) that is designed to promote a collaborative system to coordinate and manage the provision of services to children, youth, and families who would benefit from an integrated multi-system approach to service and service delivery. The Parties agree to provide the following specific services, subject to the availability of funds for which the collaborative has authority as specified below.

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

**PROWERS
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Services Defined:

- The CMP's ISST is called *Family Resource Meeting*. It functions as an integrated service planning model with specific policies and procedures recorded in the attached Appendix B.
- The CMP's ISST is called *Family Engagement Meeting*. It functions as an integrated service planning model with specific policies and procedures recorded in the attached Appendix B.
- The CMP's ISST is called *Truancy ISST Meeting*. It functions as an integrated service planning model with specific policies and procedures recorded in the attached Appendix B.
- The CMP provides a prevention program through *Circle of Parents* prevention program. The description is attached as a labeled Appendix C. Prevention programs are mandated to meet one of the following: 1) multi-systemic approach; 2) multiple disciplines involved in the development or enhancement of the program; 3) multiple agencies involved in the delivery of the services; 4) program developed to reduce bifurcated services; or 5) joint approach benefiting children, youth and or families.
- The CMP provides a prevention program through *Crank it Up – Youth Bike Shop* prevention program. The description is attached as a labeled Appendix C. Prevention programs are mandated to meet one of the following: 1) multi-systemic approach; 2) multiple disciplines involved in the development or enhancement of the program; 3) multiple agencies involved in the delivery of the services; 4) program developed to reduce bifurcated services; or 5) joint approach benefiting children, youth and or families.
- The CMP provides a prevention program through *Teen Truth – Principal's Council on School Culture* prevention program. The description is attached as a labeled Appendix C. Prevention programs are mandated to meet one of the following: 1) multi-systemic approach; 2) multiple disciplines involved in the development or enhancement of the program; 3) multiple agencies involved in the delivery of the services; 4) program developed to reduce bifurcated services; or 5) joint approach benefiting children, youth and or families.

IV. Authorization to Contribute Resources and Funding. Each Party represents that it has the authority to approve the contribution of time, resources, and funding to solve problems identified by *Prowers County About F.A.C.E. IOG* to create a seamless, collaborative system of delivering

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

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multi-agency services to children and families. The resources and funding to be contributed are identified in Section V: Funding Sources.

V. Funding Sources. Funding identified in this MOU may be a carryover from previous funding or savings, additional funding provided to the CMP program or any funds directed towards CMP. Additional funding may become available during the term of this MOU and the Parties agree to comply with any terms, conditions and restrictions on the funding made available to them. The Parties agree to financial risk sharing where commitments to support programs exceed the remaining monies available. The fiscal agent for *Prowers County About F.A.C.E. IOG* is PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES (defaults to County Human Services/Social Service Departments) and by signing here _____ (Lanie Meyers-Mireles, Director of Prowers County Department of Human Services, signature of fiscal agent) agrees to assume financial risk. The financial risk defaults to the fiscal agent unless otherwise stated here N/A. For this reason, *Prowers County About F.A.C.E. IOG* projects a conservative budget based on currently available resources.

Table of Resource Pooling SFY 2024-2025		
CMP Carry Over/Reserve Funds	\$ 209,000 (est.)	
Party	IN-KIND	CASH
1. COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES	\$ 50,0000	\$
2. JUDICIAL DISTRICT PROBATION DEPARTMENT	\$ 1,500	\$
3. JUDICIAL DISTRICT COURT	\$ 1,000	\$
4. HEALTH DEPARTMENT	\$ 12,500	\$
5. SCHOOL DISTRICT(S)	\$ 10,500	\$
6. COMPREHENSIVE BEHAVIORAL HEALTH SAFETY NET PROVIDER	\$ 10,000	\$
7. BEHAVIORAL HEALTH ORGANIZATION ("BHO") or REGIONAL ACCOUNTABLE ENTITY ("RAE")	\$ 1,500	\$
8. DIVISION OF YOUTH SERVICES ("DYS")	\$ 630	\$

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

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9. DESIGNATED MANAGED SERVICE ORGANIZATION FOR THE PROVISION OF TREATMENT SERVICES FOR ALCOHOL AND DRUG ABUSE PURSUANT TO SECTION 27-80-107, C.R.S. ("MSO")	\$ 1,500	\$
10. COMMUNITY DOMESTIC VIOLENCE PROGRAM PURSUANT TO 26-7.5-104, C.R.S. ("DVP")	\$ 15,000	\$
11. COLORADO YOUTH DETENTION CONTINUUM (CYDC)	\$ 3,500	\$
12. SAFECARE COLORADO	\$ 2,500	\$
13. FAMILY REPRESENTATIVE	\$ 2,000	\$
14. ROOTS & WINGS FOR CHILDREN	\$ 2,000	\$
15. THE CORNERSTONE RESOURCE CENTER	\$ 5,000	\$
TOTALS	\$ 119,130	\$

Approximate total contribution = \$ 328,130

VI. Reinvestment of Funds Saved.

Prowers County About F.A.C.E. IOG has established a procedure to allow funds received by the CDHS, and allocated pursuant to CRS 24-1.9-104, to be reinvested by the Parties to provide appropriate services to children and families who would benefit from multi-agency services has been approved by the head or director of each Party, as documented in the By-Laws/Guide at *Section XIV of the By-Laws*.

The Parties agree by signing this MOU that the *Prowers County About F.A.C.E. IOG* will review the CMP budget regularly to ensure that CMP funds are being used to serve children, youth and families that are involved in multiple systems or at risk of involvement in multiple systems. This includes funds being used to serve children, youth and families who are part of an ISST, CMP prevention program or as a mechanism to increase collaboration among Parties.

VII. Collaborative Management Processes. Pursuant to section 24-1.9-102(2)(e), C.R.S., *Prowers County About F.A.C.E. IOG* has established a collaborative management process addressing risk sharing, resource pooling, performance expectations, outcome monitoring, and staff training. This management process shall be utilized by the ISSTs and CMP Prevention Programs when providing services to children and families serviced by the parties to this MOU, designed to reduce duplication and fragmentation of services, increase the quality, appropriateness, and effectiveness of services delivered to families, and encourage cost sharing among services

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

**PROWERS
SFY 2024-2025**

providers. All of which can be found in the By-laws/Procedure Guide attached as *Appendix A*. By signing this MOU, the Parties agree to follow and review these by-laws annually to ensure all statutory and rule mandates are met.

VIII. Collaborative Management Program Elements.

Pursuant to section 24-1.9-102(2)(e), the parties agree to implement collaborative management processes (VII) in order to:

- A. Reduce duplication and eliminate fragmentation of services provided to children, youth and families who would benefit from integrated multi-agency services. The Parties will reduce duplication and fragmentation of services by: *initiating, coordinating and participating in ISST family meetings with collaborative partners to work together with the family to identify and define services to enhance the child's safety, permanency, and well-being, and to address the barriers to accessing identified services/supports.*
- B. Increase the quality, appropriateness, and effectiveness of services delivered to children and families who would benefit from multi-agency services, to achieve better outcomes; the Parties will increase the quality, appropriateness, and effectiveness of services delivered through: *participation in ISSTs, resource pooling, outcome monitoring, engaging in continuous quality improvement activities, and through the collaboration efforts of each agency involved in this collaborative project.*
- C. Encourage cost sharing among service providers. The Parties will encourage cost sharing through: *the execution of this MOU, through regular IOG meetings including program and resource discussions; through strategic planning efforts, and within the family ISST meetings to assure children, youth and families are receiving necessary services.*

IX. Process Measures.

Please select all the process measures that the CMP site will attempt to achieve. Each CMP site must select at least three (3).

- ☒ IOG meeting attendance (all partners signing MOU attending 75% of the time at 75% of scheduled meetings);
- ☒ Family agency or member participation on the IOG as a voting member;
- ☒ Seventy-five (75%) percent of the agencies contribute resources at a service level, either in-kind or actual funds;
- ☒ Use of Evidence Based or Evidence Informed practices;
- ☒ Process of Continuous Quality Improvement used by the IOG;
- ☐ Evidence of cost-sharing
 - ☐ *Insert description of how evidence of cost sharing will be demonstrated*

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

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SFY 2024-2025**

X. Data.

The Parties agree to use either the State-provided Efforts to Outcomes (ETO) database and/or the Comprehensive Child Welfare Information System (CCWIS)/Trails for data collection for CMP-served clients. ETO shall be used for non-child welfare children, youth, and families to track participation. Trails or CCWIS databases shall be used for all Child Welfare CMP-served children, youth, and families.

The Parties agree by signing this MOU that the attestation statement shall be completed and the Parties shall comply with [Operational Memo OM-DCP-2024-0001](#). The CMP site is responsible for ensuring there is no duplication of clients entered into ETO and/or Trails. Duplication is defined as a child, youth, or family that is counted twice for the same ISST meeting or prevention program and recorded in one (1) or more CMP data system(s). A child, youth or family may be counted for multiple service episodes supported by several multi-system partnerships.

An outcome must be determined and documented for each client supported by an Individualized Service and Support Team (ISST). The CMP State Steering Committee establishes the outcomes and measurements for each CMP site to choose from.

XI. Confidentiality Compliance. The Parties agree that State and Federal law concerning confidentiality shall be followed by the Parties and *Prowers County About F.A.C.E. IOG*. Any records used or developed by *Prowers County About F.A.C.E. IOG*, its members, a listed ISST, or a listed Prevention Program that relate to a particular person are to be kept confidential and may not be released to any other person or agency, except as provided by law. The Parties have developed a release of information that addresses the confidentiality needs of all Parties attached as an [Appendix D](#).

XII. Termination of MOU. The Parties acknowledge that withdrawal from this MOU of any Mandated Party shall result in the automatic termination of this Agreement and termination of the collaborative system of delivery of services developed hereunder. The withdrawing Party shall assist the other Parties to achieve an orderly dissolution of the collaborative system with as little disruption as possible in the delivery of services provided to children and families who would benefit from multi-agency services.

- A. Withdrawal/Termination.** Any Party may withdraw from this Agreement at any time by providing 30 days written notice to all other Parties.
- B. For Loss of Funds.** Any Party may withdraw from this Agreement or modify the level of its commitment of services and resources hereunder, in the event of loss or reduction of resources from its funding source identified herein. Any Party withdrawing due to loss of funds will provide notice of withdrawal in writing within 30 days.
- C. Distribution of Funds.** The Parties have established a collaborative management process addressing the distribution of funds if the MOU is terminated as further described in the by-laws/procedure guide. *Section XV of the By-Laws*.

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

**PROWERS
SFY 2024-2025**

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives have executed this Memorandum of Understanding and commit to all elements described above, effective for the dates written above. (Please note scanned and electronic signatures, with an attached digital receipt, are acceptable).

Interagency Oversight Group Members

MANDATED PARTNERS

1. COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES

Name and Title: Lanie Meyers-Mireles, Director

Agency: Prowers County Department of Human Services

Address: 1001 South Main Street

City/State/Zip: Lamar, CO 81052

Phone: 719-336-7486

Email: dssdirector@prowerscounty.net

Signature:

2. JUDICIAL DISTRICT PROBATION DEPARTMENT

Name and Title: Byron N. Hall, Chief Probation Officer

Agency: 15th Judicial Probation Department

Address: 301 South Main Street, Suite 110

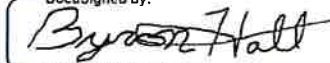
City/State/Zip: Lamar, CO 81052

Phone: 719-336-8310

Email: byron.hall@judicial.state.co.us

Signature:

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3. JUDICIAL DISTRICT COURTS

Name and Title: Mike Davidson, 15th Judicial District Chief Judge

Agency: 15th Judicial District

Address: 301 South Main Street, Suite 300

City/State/Zip: Lamar, CO 81052

Contact Person/Proxy: Byron N. Hall

Phone: 719-336-7424

Email: mike.davidson@judicial.state.co.us

Signature:

4. HEALTH DEPARTMENT

Name and Title: Meagan Hillman, Director

Agency: Prowers County Department of Public Health & Environment

Address: 1001 South Main Street

City/State/Zip: Lamar, CO 81052

Contact Person/Proxy: Paige England

Phone: 719-336-8721

Email: mhillman@prowerscounty.net

pengland@prowerscounty.net

Signature:

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

**PROWERS
SFY 2024-2025**

5. SCHOOL DISTRICT – LAMAR

Name and Title: **Chad Krug, Superintendent**
Agency: **Lamar School District Re-2**
Address: **210 West Pearl Street**
City/State/Zip: **Lamar, CO 81052**
Phone: **719-336-3251**

Email: chad.krug@lamarschools.org

Signature: 

6. COMPREHENSIVE BEHAVIORAL HEALTH SAFETY NET PROVIDER

Name and Title: **Jania Arnoldi, President & Chief Executive Officer, Administrative Services**
Agency: **Valley -Wide Health Systems, Inc.**
Address: **128 Market Street**
City/State/Zip: **Alamosa, CO 81101**
Contact Person/Proxy: **Kailey Meardon**
Phone: **719-587-1001**

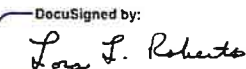
Email: ArnoldiJ@valley-widehealth.org
MeardonK@valley-widehealth.org

Signature:

7. BEHAVIORAL HEALTH ORGANIZATION/REGIONAL ACCOUNTABLE ENTITY

Name and Title: **Lori Roberts, Chief Executive Officer**
Agency: **Health Colorado, Inc.**
Address: **1740 Eagleridge Blvd.**
City/State/Zip: **Pueblo, CO 81008**
Contact Person/Proxy: **Chesley Sterling**
Phone: **303-877-5670**


Email: lori@healthcolorado.health
chesley@healthcolorado.health

Signature: 

8. DIVISION OF YOUTH SERVICES

Name and Title: **Kelly Crittenden, Southern Region Acting Lead**
Agency: **Division of Youth Services – Southern Region**
Address: **2864 S. Circle Drive, Suite 300**
City/State/Zip: **Colorado Springs, CO 80906**
Contact Person/Proxy: **Ivett Ruiz**
Phone: **719-433-2015**

Email: kelly.crittenden@state.co.us
ivett.ruiz@state.co.us

Signature: 

9. MANAGED SERVICE ORGANIZATION

Name and Title: **Daniel Darting, Chief Executive Officer**
Agency: **Signal Behavioral Health Network**
Address: **6130 Greenwood Plaza Blvd., Suite 150**
City/State/Zip: **Greenwood Village, CO 80111**
Contact Person/Proxy: **Troy Bowman**
Phone: **720-645-2074**

Email: ddarting@signalbhn.org
tbowman@signalbhn.org

Signature:

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

**PROWERS
SFY 2024-2025**

10. DOMESTIC ABUSE PROGRAM

Name and Title: **Jennifer Navarrette, Director**

Agency: **Domestic Safety Resource Center**

Address: **P.O. Box 953**

City/State/Zip: **Lamar, CO 81052**

Phone: **719-336-4357**

Email: jnavarrette@domesticsafety.org

Signature:

DocuSigned by:

Jenny Navarrette

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NON-MANDATED PARTNERS

11. COLORADO YOUTH DETENTION CONTINUUM ("CYDC")

Name and Title: **Nancy Chavarria, Coordinator**

Agency: **Fifteenth Judicial District – CYDC**

Address: **301 South Main Street, Suite 110**

City/State/Zip: **Lamar, CO 81052**

Phone: **719-336-8318**

Email: nancy.chavarria@judicial.state.co.us

Signature:

12. SAFECARE COLORADO

Name and Title: **Tyann Conley, Supervisor**

Agency: **SafeCare Colorado**

Address: **201 Kendall Drive**

City/State/Zip: **Lamar, CO 81052**

Phone: **719-336-0261**

Email: tyann.conley@highplainschc.net

Signature:

DocuSigned by:

Tyann Conley

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13. FAMILY REPRESENTATIVE

Name and Title: **Sharon Mauch**

Address: **34140 County Road 9**

City/State/Zip: **Lamar, CO 81052**

Phone: **719-336-7239**

Email: sharon.mauch2@gmail.com

Signature:

DocuSigned by:

Sharon Mauch

2B3B2F70D13D4F0

14. ROOTS & WINGS FOR CHILDREN

Name and Title: **Courtney Holt Rogers, Council Coordinator**

Agency: **Root & Wings for Children, Early Childhood Council**

Address: **1001 South Main Street**

City/State/Zip: **Lamar, CO 81052**

Phone: **719-336-7486**

Email: cholt@prowerscounty.net

Signature:

DocuSigned by:

Courtney Holt-Rogers

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**COLLABORATIVE MANAGEMENT
MEMORANDUM OF UNDERSTANDING**

**PROWERS
SFY 2024-2025**

15. THE CORNERSTONE RESOURCE CENTER

Name and Title: **Rosie Gomez, Executive Director**

Agency: **The Cornerstone Resource Center**

Address: **111 West Parmenter Street**

City/State/Zip: **Lamar, CO 81052**

Proxy: **Ruby Roman**

Phone: **719-691-6089**

Email: **rosie@cornerstoneco.org**

Signature:

DocuSigned by:

Rosie Gomez

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APPENDIX A:
ABOUT F.A.C.E. INTERAGENCY OVERSIGHT GROUP BY-LAWS

ABOUT F.A.C.E. IOG

Baca, Cheyenne, Kiowa, and Prowers Counties

BY-LAWS SFY24-25

**ABOUT F.A.C.E. COLLABORATIVE MANAGEMENT PROGRAM
INTERAGENCY OVERSIGHT GROUPS**

BY-LAWS

For the Counties of Baca, Cheyenne, Kiowa, and Prowers

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**ABOUT F.A.C.E. COLLABORATIVE MANAGEMENT PROGRAM
INTERAGENCY OVERSIGHT GROUP
BY-LAWS**

For the Counties of Baca, Cheyenne, Kiowa, and Prowers

I. NAME

The name of each county Collaborative Management Program (CMP) shall be called the About F.A.C.E. (Families and Communities Engaged) Collaborative Management Program (CMP) and Interagency Oversight Group (IOG) for each county being served. The About F.A.C.E. Collaborative Management Program and Interagency Oversight Groups are alternately referred to throughout this document, in general, as the “About F.A.C.E. IOG(s)” or “IOG”. These by-laws are developed and adopted for the: Baca County IOG, Cheyenne County IOG, Kiowa County IOG, and Prowers County IOG – four (4) distinct and independent counties and CMPs of the Fifteenth Judicial District for the State of Colorado.

II. MISSION

The mission of the About F.A.C.E Collaborative Management Programs are to:

Develop and maintain four (4) distinct county collaborative management programs to promote the welfare of children and families, in their respective county, through *the development of sustainable partnerships that provide integrated, quality services that are individualized, strength-based, family centered, trauma informed and trauma responsive, equitable, inclusive, and culturally sensitive.*

III. PURPOSE

To establish and maintain a collaborative approach to the delivery of services to increase the quality, appropriateness and effectiveness of services and achieve better outcomes; and, to comply with C.R.S. Section 24-1.9-101-104 (HB 1451), as amended, titled “Collaborative Management of Multi-Agency Services Provided to Children and Families.”

To address risk-sharing, resource-pooling, performance expectations, outcome monitoring and staff training; to develop cost-sharing protocols among service providers; and to oversee the spending of CMP funds, budget, and pooled funds.

To reduce duplication and eliminate fragmentation of services provided to children and families through facilitating and promoting the use and integration of Individualized Service and Support Teams (ISST) to coordinate the provision of services to multi-agency

served children and families, allowing the organizations providing treatment and services to provide appropriate services to children and families through consolidated resources.

- A. Risk Sharing – Legal and Financial. The four (4) county About F.A.C.E. IOGs have arranged to have the business operations of the partnership and employment of the Coordinator managed through an outside fiscal agent designated as, Kiowa County Public Health. This fiscal agent provides protection against financial and practice liability in the following ways: the IOG has agreed on the process for addressing risk sharing to include understanding and identifying risks, exercising due diligence, encouraging open and honest communication, welcoming requests for support, proposing recommendations, determining appropriate actions (as feasible or required by statute), and monitoring outcomes. Each mandated party to the MOUs agrees to maintain insurance or self-insurance throughout the term of the MOU(s) and to assume the risk as determined by their agency for their services and the employees under their supervision. Further, each mandated party agrees to be solely responsible for liability incurred as a result of participation in their IOG(s) based on their own actions or the actions of their employees or other persons under their supervision. No party shall be responsible for liability incurred based on the actions of another party or of persons employed or supervised by another party. All contracted service providers shall meet their supervising agency requirements, and to the extent possible annually sign a state/county approved contract that outlines an indemnity agreement, confidentiality commitments, a HIPAA compliance addendum, cyber-security, and immigration compliance requirements.

In addition, the IOGs have established risk sharing to mean that decisions by their IOG will not negatively impact a partner agency to the agreement. The IOG has delegated decision making for target populations to the local agencies as identified in an ISST meeting or other routine agency processes. The IOG does not make any case or family specific decisions, therefore *legal risk* is held by the decision making agencies. *Financial risk* is held by each individual agency, except for funds controlled by the IOG. If there is a budgeting error in funding, the IOG will develop a plan to address the budgeting error.

- B. Resource Pooling. Each mandated partner to the IOGs, and signor to the Memorandum of Understandings (MOUs), represents that they have the authority to approve the contribution of time, resources, and funding to solve problems identified by the IOG in order to create a seamless, collaborative system of delivering multi-agency services to children, youth and families. Any partnering agency can select to share/contribute any financial or non-financial resources (office space, volunteers, etc.) toward any About F.A.C.E. collaborative program or service. All signing agency partners of the MOU's are encouraged to work together to improve outcomes for children, youth and families through resource sharing.

- C. Performance Expectations. The IOGs were formed to address the need for a collaborative approach between the partnering agencies to increase the quality, appropriateness, and effectiveness of services delivered to children, youth and families living within each county. Each separate county will keep data on the number of children and families served and will report at monthly IOG meetings. Each county agrees to provide the Coordinator with necessary data, as requested throughout the year, in order to complete necessary reports for the IOG. Any challenges or barriers to meeting any expectations by an IOG partner will be addressed by the respective county or agency and the Coordinator with solutions presented to the respective IOG to resolve.
- D. Outcome Monitoring. The IOG has agreed on the process for outcome monitoring to include quarterly/bi-annual reviews of the About F.A.C.E. Program including county program updates shared at regular IOG meeting. Additionally, Continuous Quality Improvements (CQI) will occur at least once annually with a formal Strategic Planning Meeting, and throughout the year as changes and improvements are deemed necessary for the program.
- E. Staff Training. When new individuals or partners join an IOG, the Coordinator will provide program information, By-Laws, MOU's, Colorado Revised Statute for CMP, Social Services Rules for CMP, and review the roles and responsibilities of the new partner. IOG partners who have alternative representatives from their organizations attend any program meetings, that partner will be responsible for ensuring their representatives understand their responsibilities, roles and expectations. The Coordinator and any other IOG partner may attend or provide trainings to support the mission of the IOGs.

IV. COUNTY INTERAGENCY OVERSIGHT GROUP RESPONSIBILITIES

About F.A.C.E. is comprised of four (4) individual county IOGs. In collaboration with the Coordinator, each county will annually:

- a. Define and submit a unique Memorandum of Understanding.
- b. Receive county specific and separate CMP Funds from the state.
- c. Contribute an agreed upon amount of CMP Funds as pooled resources to support the program Coordinator and an Operations Budget.

V. PARTNERSHIP

- A. Mandated Partners & Voting Partners. Mandated Partners of the IOG shall consist of the mandatory HB-1451 partners, specifically identified and listed in the annual MOU's for each county. Mandated Partners are voting partners. A non-mandated partner who is identified in the county MOU and is a signing partner to the county MOU is a voting member. All signing partners to a county's MOU are voting partners

for that county IOG. The IOG Coordinator will keep an up-to-date roster of all voting partners. All IOG decisions are made by a majority vote, or by consensus, where a quorum is established.

B. Non-mandated Partners. To become a Non-mandated Partner of an IOG, an agency representative must:

- a. Attend greater than 75% of all county IOG meetings one (1) year prior to their request for partnership;
- b. Provide a Letter of Interest to the respective IOG addressing how partnership with the county IOG is a mutually beneficial partnership; and
- c. Attend greater than 75% of all county IOG meetings as a signing and voting member of the respective county IOG.

The respective county IOG will vote on the applicant's membership at a regular meeting of the IOG where quorum has been established. Non-mandated partner membership decisions require a majority vote at an official meeting of the IOG. Non-mandated partnership is subject to review by the IOG annually, on or about the month of April, prior to the beginning of the next fiscal year. A non-mandated IOG partner may resign at any time by providing a written notice to the Chair.

C. Advisory Partners. The IOG may include advisory, non-voting, community partners who are invited to regularly attend IOG meetings. As an Advisory Partner, the agency is not listed in the MOU but is a valuable resource to the work of the IOG. Advisory Partners may participate in IOG and ISST meetings, receive email correspondence, share in topic discussions, and will be a part of conversations working towards consensus. However, when an official vote is called, Advisory Partners are not eligible to vote. Regular attendance is not required of an Advisory Partner but is strongly encouraged as their input and insight is important to the process of collaboration and serving the families of their community.

D. Partner Duties & Responsibilities. Partner responsibilities apply to mandated voting partners, approved non-mandatory voting partners, and non-voting advisory partners. All members of the IOG shall perform his or her duties, including the duties as a member of any subcommittee upon which the member may serve, with care and in good faith, supporting the mission, goals, and objectives of the IOG. Duties of an IOG partner shall include at a minimum:

- a. Attending and actively participating in meetings or assigning an Authorized Representative, Proxy, to attend and represent their agency;
- b. Comply with C.R.S. Section 24-1.9-101-104 (HB 1451), including the Memorandum of Understanding(s); and
- c. Be informed of, provide input and insight to, and vote on all matters coming before the respective IOG, including the election of officers.

VI. OPERATIONS FISCAL AGENT

Through an Intergovernmental Agreement (IGA), the Operations Fiscal Agent and Employer of the CMP Coordinator for the IOGs shall be Kiowa County Public Health. All counties have agreed to the terms and conditions outlined in the agreement titled, "Kiowa County Public Health Intergovernmental Agreement for the Provision of the About Families and Communities Engaged for Baca, Cheyenne, Kiowa and Prowers County" and the contract will be renewed annually.

VII. ELECTION OF OFFICERS

The IOGs shall elect from among their members by majority vote, a Chair, Vice-Chair, and Secretary. The office of Treasurer will default to the county fiscal agents, DHS/DSS Directors as designated in the annual Memorandums of Understanding, along with a Treasurer for the Operations Budget which will default to a representative of Kiowa County Public Health, the Operations Fiscal Agent. Officers will be elected at the last meeting of the state fiscal year, on or about the month of June, and assume office at the first meeting of the state fiscal year. Officers shall serve for a term of one year or until their successors are elected. Officers may be re-elected to serve an unlimited number of terms. Duties of the officers are as follows:

- A. Chair. The Chair shall preside over all meetings of the IOG. The Chair shall appoint all sub-committees and shall serve as an ex-officio member of all committees. The Chair shall perform or delegate other duties designated by the IOG. For the purposes of doing business, the county IOGs may share an elected Chair. In the absence of a CMP Coordinator, the Chair will act as the official Spokesperson for the group.
- B. Vice-Chair. The Vice-Chair shall preside in the absence of, or at the request of the Chair. The Vice-Chair shall perform duties designated by the Chair and/or the IOG. For the purposes of doing business and keeping county IOG matters a priority for each county, each county will appoint their own dedicated Vice-chair.
- C. Treasurers. The County IOG Treasurers (DHS/DSS Directors) and Operations Budget Treasurer (Kiowa County Public Health) will provide monthly expenditure reports to the IOG and assist the Coordinator with the preparation and reporting of IOG annual budget reports. The County IOG Treasures and the Operations Budget Treasurer will keep track of all monies spent and received for their county. The Treasurers will obtain the appropriate signatures for expenses being paid and will provide a monthly report to the IOG.
- D. Secretary. The Secretary will take minutes of the meetings to include the names of all partners present at the meeting, distribution of the minutes preceding the next regularly scheduled meeting, and make any corrections to the minutes as directed by the IOG.

The Coordinator will assist, as needed, and document meeting minutes when the Secretary is absent and/or assume this role if a Secretary is not elected. The Coordinator will keep a record of all official meeting minutes and attendance.

The Coordinator will be responsible to maintain and house the record of all meeting minutes, however, the Coordinator will not be considered an Officer of the IOG, will not carry voting privileges, and may not be an authorized proxy for any voting partner. The Coordinator will act as the official spokesperson for the IOGs and carry out the will of the IOG Partners to matters brought before the Collaborative Management Program Partners and the Collaborative Management Program State Steering Committee.

VIII. SUBCOMMITTEES & SPECIAL PROJECTS

Subcommittees and/or a Special Project team may be requested and created by the IOGs, from IOG partners or designees, or from the CMP State Steering Committee, from time to time, to work on an identified issue and report back to the IOG. Subcommittees will have specific tasks, deliverables, and outcomes; subcommittee members will designate one member of the subcommittee as their Chairperson and they will report updates at regular IOG meetings. Special Project team participation may be less formal and require less of a time commitment from members. Upon completion of the assigned task, the Special Project team will be dissolved. IOG Partners serve voluntarily on subcommittees and with Special Project teams.

IX. MEETINGS & QUORUM

The county IOGs shall meet at a time and place as called by the Chair. The Coordinator will distribute meeting notices, agendas, and minutes to all partners in advance of the meeting. Notices shall state the time and place of the meeting and specific agenda information will be provided when possible. Unless otherwise determined, the About F.A.C.E. IOG meetings will take place monthly on the third (3rd) Wednesday of each month – in person, unless otherwise directed – with a virtual meeting platform and/or call-in option available for all IOG partners.

A. Attendance & Quorum. Attendance will be documented at each meeting. Fifty-one percent (51%) of the IOG shall constitute a quorum for attendance and voting matters, a quorum shall be deemed to exist until the conclusion of such meeting. Each mandated partner will have one (1) vote per County MOU representation. Each mandated partner agency is encouraged to have additional agency representatives attend meetings; however, only one person from a partner agency shall be included in the vote count. A voting partner may send a recognized and authorized designee or proxy in his/her absence to represent the interests of their agency. All agencies who have signed the MOU are deemed voting partners. In the event a quorum is not present at any meeting,

the partners may adjourn, create a work session, or reschedule and meet at a later date with proper notice.

- B. Voting/Parliamentary Authority. A majority vote by a quorum of the IOG shall constitute the voice or expression of the IOG. At all meetings, voting shall be by show-of-hand or by voice. Voting on all matters before the IOG may be conducted by electronic vote via email or at any meeting of the IOG. All votes by electronic vote/email shall be recorded by the Coordinator, or another designated partner of the IOG, and presented to the IOG to be ratified at the next official or scheduled meeting.

X. DISPUTE RESOLUTION

The IOG will strive to resolve all disputes through consensus following a discussion led by the Chair. If consensus is not achieved, the partners will vote and the majority will prevail. A quorum must be met in order to vote on any matter before the IOGs. The following are the procedures for resolving disputes of IOG partners:

- a. A dispute must be submitted in writing to the Chair and formally brought to the table by being added to the Agenda of a regular meeting where quorum has been met.
- b. The Chair will attempt to resolve the conflict by facilitating discussion and seeking solution through consensus agreement.
- c. If consensus agreement is not achieved, the partners will vote on the issue and recommendations will be made to the agencies involved in the dispute.
- d. The Department Head of each participating agency will have final authority concerning personnel and fiscal matters related to their role in the disputed matter.

XI. AUTHORIZED REPRESENTATIVE DESIGNATION – PROXY DESIGNEE

Every signing IOG partner to their respective MOU(s) may designate an authorized individual or individuals as their “Proxy” or “Proxies” to represent the interests of their organization and to make decisions and vote on their behalf. An IOG Partner can appoint authorized designees by submitting a letter annually, on agency letterhead, designating said individual(s). An Authorized Designee letter will be completed for the beginning of each fiscal year and appointees recognized by the IOGs at regular IOG meeting where quorum is established.

XII. CONFLICT OF INTEREST

Any partner of the IOG who is present at a meeting at which any matter is discussed in which he or she has a private financial or property interest shall declare that he or she has a potential conflict of interest. He or she shall refrain from attempting to influence the decisions of the other partners of the governing body in voting on the matter, and shall not vote in respect to such matter.

XIII. ERRORS AND OMISSIONS INSURANCE

The Operations Fiscal Agent shall secure Errors and Omissions (E & O) coverage for the About F.A.C.E. Coordinator. All partnering agencies shall secure their own insurance as required by the state and within their individual organizations.

XIV. REINVESTMENT AND FINANCIAL SAVINGS

- A. Operating Reserve. The partnering agencies of the IOG agree to protect against the risk of financial insufficiency to build, plan for and maintain an operating reserve to equal the cost of conducting business for the IOG for a minimum of one (1) year whenever the financial standing will allow. A fiscal sustainability plan will be created based upon current funds and available resources.
- B. Waivers. The IOG will not seek waivers from the federal government and if this position changes, these by-laws will be modified to outline the procedure.
- C. CMP Fund Reinvestment. CMP funds received by county Departments of Human Services, and allocated pursuant to C.R.S. 24-1.9-104, will be reinvested into the IOG to provide appropriate services to children, youth and families to receive multi-agency services and to support staffing. All funding expenditures will be approved by a vote of the partners.
- D. Funding Sources. Funding identified in the annual MOU(s) can be a carryover from CMP funding or savings, additional funding provided to the IOG or any funds directed towards the IOG. The agencies agree to financial risk sharing, with commitments to support programs with earned CMP funds and carryover when monies are available. For this reason, the IOG projects a conservative annual budget based on available resources.

XV. DISSOLUTION AND DISTRIBUTION OF FUNDS

In the event that the IOG is dissolved, as defined by statute C.R.S. 24-1.9-102(1)(a), Section IV of the Intergovernmental Agreement for the Provision of the About Families and Communities Engaged for Baca, Cheyenne, Kiowa, and Prowers County states:

In the event the About FACE IOG is dissolved due to the departure of a mandatory partner, as defined by statute, an emergency meeting of the IOG partners will be called within seven (7) days to vote upon distribution of remaining funds and property. Distribution of remaining funds and property will be decided upon by a majority vote of 51% of the remaining partners.

The most recent and fully executed copy of the IGA shall guide distribution of funds and property.

XVI. AMENDMENTS

These by-laws may be approved or amended in whole or in part by a majority vote of the IOGs voting partners during a regularly scheduled meeting provided any proposed changes to the by-laws are distributed in written form to all partners at least 1 week (7 days) prior to the meeting at which action is to be taken on the proposed changes. Any amendments to these by-laws to be implemented during an active fiscal year will be considered a revision to the MOU and will require a new MOU be submitted with new signatures to the state.

XVII. VERIFICATION

The undersigned IOG Chairman verifies that the foregoing document is a true and accurate copy of the By-laws which were approved via discussion and vote on the 15th day of May, 2024.

CHAIRMAN OF THE ABOUT F.A.C.E. INTERAGENCY OVERSIGHT GROUPS:

By: *Sharon Mauch*
Sharon Mauch, Chairman About F.A.C.E. IOGs

APPENDIX B:
INDIVIDUALIZED SERVICE AND SUPPORT TEAM MEETINGS

INDIVIDUALIZED SERVICE AND SUPPORT TEAM (ISST)

Meeting Descriptions

1. **About F.A.C.E. Family Resource Meeting (FRM/ISST)** – About F.A.C.E. is the lead program for coordinating and facilitating a Family Resource Meeting/ISST. Once a family is referred to the About FA.C.E. program for multi-agency collaboration and services, screened for program eligibility, voluntarily agree to participate in this Collaborative Management Program, and have provided verbal consent or signed a Consent to Release Information, then a Family Resource Meeting/ISST is then scheduled to bring the identified partnering agencies and resource partners together with the family (parents, caregivers, and youth when appropriate) to address the presenting problem, identify barriers/resources/solutions, and create an integrated service plan which is provided to all attendees and identified ISST partners. Family Resource Meetings/ISSTs are family centered, strengths based, trauma informed, and solution focused with the goal of putting children, youth, and families back on track for success and to circumvent escalation or exacerbation of the presenting problem, e.g., risk of child welfare involvement, risk of increased juvenile justice involvement, risk of increased behavioral problems, truancy, etc. The members of the Individualized Service and Support Team view the family from a multi-generational lens when identifying needs, natural supports, and service gaps that may exist for the children as well as the parents and/or other caregivers. This 2Gen approach is utilized as an attempt to break various cycles of dysfunction and/or poverty and allow opportunities for the parents, caregivers, and children to grow and better functioning within the community. Barriers to financial independence for the family may also be addressed and Flexible Funding may be accessed through this ISST process. Agencies and CMP Partners in attendance may include, but are not limited to, the following: DHS/DSS, Probation, Judicial, Public Health, School Districts and BOCES Districts, Mental Health Providers and the RAE, Substance Treatment Providers and the MSO, Primary Care Providers, the Division of Youth Services, Colorado Youth Detention Continuum, Domestic Safety, Law Enforcement, the Family Resource Center and Family Advocates, SafeCare Colorado and other community agencies, natural family supports and partners as deemed appropriate and beneficial for providing service coordination and/or support for the family.

In alignment with CMP statute, the target population for a Family Resource Meeting ISST structure consists of at-risk children and youth from birth to twenty-one years of age, or families of children or youth, who would benefit from a multi-system integrated service plan that may include prevention, intervention, and treatment services. Additionally, the families served through a Family Resource Meeting ISST structure do not have an open Dependency & Neglect case with the Department of Human/Social Services.

2. **Family Engagement Meeting (FEM)** – Human Services is the lead agency for coordinating and facilitating a Family Engagement Meeting. Its purpose is to engage the family, child(ren), family supports, and professionals in a structured meeting led by a trained facilitator. Decisions are made about safety planning, integrated service plan coordination, case monitoring, permanency planning and case closure. Integrated service plans are developed to address the needs of children, youth and family from a 2Gen approach by way of identifying needs, supports and gaps for both the children as well as the parents. The 2Gen approach is utilized to first break the cycle and allow for the children to not begin in the cycle as they transition to adulthood. Families are also connected to programs to support their financial independence. The family, or a family member, must be present, and member agencies in attendance may include, but are not limited to the following: the natural supports as identified by the family. Agencies in attendance may include, but are not limited to, the following: DHS/DSS, Probation, Judicial, Public Health, School Districts and BOCES Districts, Mental Health Providers and the RAE, Substance Treatment Providers and the MSO, Primary Care Providers, the Division of Youth Services, Colorado Youth Detention Continuum, Domestic Safety, Law Enforcement, the Family Resource Center and Family Advocates, SafeCare Colorado and other community agencies, natural family supports and partners as deemed appropriate and beneficial for providing service coordination and/or support for the family.

About F.A.C.E. CMP recognizes the FEM ISST structure as a multi-agency served youth and family when two (2) or more CMP partnering agencies are involved in the meetings and an integrated service plan is implemented. In alignment with CMP statute, the target population for a Family Engagement Meeting ISST structure consists of at-risk children and youth from birth to twenty-one years of age, or families of children or youth, who would benefit from a multi-system integrated service plan that may include prevention, intervention, and treatment services. Specifically, the families served through a Family Engagement Meeting ISST structure typically have an open Dependency & Neglect case with the Department of Human/Social Services or other open involvement. The number of youth and families served through an FEM are reviewed monthly and reported to the IOG.

3. **Truancy ISST Meeting** – The Schools and the Court (Judicial) are the lead agencies for referring families to an ISST with the About F.A.C.E. Program. The About F.A.C.E. Coordinator is the identified person to coordinate and facilitate an ISST for the truant youth and their family, along with the partnering agencies: the Guardian Ad Litem, the School, the school's attorney, the Department of Human/Social Services, the About F.A.C.E. Family Advocate, local mental health providers(s), local substance use provider(s), The Cornerstone Resource Center, as appropriate, Probation/CYDC, as appropriate, and any other CMP partners identified as a service partner for the youth and family. The purpose is to utilize a multi-disciplinary Individualized Service and Support Team to integrate services and responsiveness to youth and family needs. The goal of the About F.A.C.E. Truancy ISST Meeting is to identify 1) youth and family strengths; 2) youth and family barriers to school attendance; 3) youth and family needs for services and connections to social supports and other Protective Factors to support their continued success and needs for protection against recidivism of truancy or referral to Child Protection. The unified plan and recommendations are shared with all of the attending parties and the Court. The youth and their family are in attendance and drive the goals of team. ISST meetings continue throughout the life of the Truancy Case and the frequency of meetings is determined by the needs of the family.

In alignment with CMP statute, the target population for a Truancy ISST Meeting structure consists of at-risk children and youth from birth to twenty-one years of age, or families of children or youth, who would benefit from a multi-system integrated service plan that may include prevention, intervention, and treatment services. Additionally, the families served through a Truancy ISST Meeting structure either have an open Truancy Court Case or at risk of Truancy being filed with the Court.

APPENDIX C:
PROGRAM DESCRIPTIONS

CIRCLE OF PARENTS Program Description

Circle of Parents is a community based and parent lead support group to promote positive parenting. Circle of Parents is based on the following network standards to guide groups:

- The groups utilize the mutual self-help support model.
- A trained group facilitator and parent leader facilitate the support groups.
- Open groups meet regularly (weekly, bi-weekly, monthly) and are offered at no cost to any participant.
- Driven by parent need and feasibility, a no-cost children's program is available; if not possible, then quality childcare is provided.
- The group facilitator, parent leader and other group members are available to one another between group meetings.
- Groups are ongoing, require no intake, and, with few exceptions, are open to all parents.
- Group members are assured of confidentiality in a non-judgmental environment within the limits of the law.
- Community resource information that supports healthy family development is available to all group members.

Circle of Parents is coordinated through the About F.A.C.E. Collaborative Management Program in response to the expressed need from community parents, area schools, mental health providers, DHS, SafeCare, and other CMP partners. The About F.A.C.E. IOG will provide oversight and direction of this prevention program. Circle of Parents is the only community-based family support group for families with children of all ages.

By providing education and support for youth and their parents and/or caregivers to strengthen their family and parenting relationship, Circle of Parents encourages the full potential of the family for success. Through Circle of Parents families are brought together to strengthen their social networks, broaden their knowledge of resources to support a healthy family, and to build parental competency and community values in which children, youth, and families can thrive.

CRANK IT UP – Youth Bike Shop

Program Description

A youth lead bike shop open on Fridays, and occasionally in the evening or after school, that is run by youth and adult mentors/volunteers. Two bike repair workstations are set up at the Lincoln School and The Partners for Hope Center site. Each workstation consists of a work bench, shop quality bike stand, and a basic set of common tools. One set of more bike specific and less common tools are available and shared between the 2 workstations. There is also a dedicated area that is set up for cleaning and re-greasing parts, and bins for used parts and storage.

All Volunteers start at Level 1 and work to advance through the levels. During Shop times there could be up to 6 volunteers (no more than 2 at level 1) plus a shop leader. Some youth/adults may be there completing community service, while others may be referred to earn a bike of their own. Or youth/adults/parents may be seeking to increase skills for bike mechanics and to become a mentor themselves. Special consideration will be given to adult volunteers who desire to mentor with youth.

- **Level 1 – Basic Volunteer** (no training, 6 hours): Would be responsible for breaking down bikes for parts; cleaning parts and re-greasing bearings; cleaning and organizing shop.
- **Level 2 – Apprentice Mechanic** (6 hours): Working alongside a mentor could learn and work on changing flat tires; performing safety checks on bikes; new bike assembly; clean and lubricate chains, cogs, derailleurs; and apply new tires, seats, grips, bars or pedals.
- **Level 3 – Basic Mechanic** (2 hours of class & 8 hours shop work): Basic repairs such as shifting adjustments; brake centering and pad maintenance; bottom bracket overhauls; hub adjustments and overhauls; chain removal and replacement; and cassette removal and replacement.
- **Level 4 – Master Mechanic** (4 hours of classes & 12 hours shop work): Can mentor others in levels 1 & 2; perform cable replacements; learn to true wheels; replace broken brakes/derailleurs; request parts and supplies as needed.
- **Earn a Bike Program** and referrals would be based upon availability of used bikes that can be rebuilt or funding to purchase new bikes. Earn a Bike recipients would need to complete levels 1-3 or a total of 22 volunteer hours. (20 hours of shop and 2 hours class time)

Crank it Up – Youth Bike Shop is a new and collaborative effort between the Lamar School District and The Partners for Hope Center, the 15th Judicial District, Probation Department, and the CYDC program, along with our other Truancy Program partners: DHS, and Valley-Wide Health Systems. Crank it Up – Youth Bike Shop will serve the Lamar School District youth, primarily the students in middle or high school, and our youth involved with the court or truancy program that are ordered to complete public service. We will utilize adults who volunteer as community service or parents/mentors who are interested in earning a bike with their child or are interested in mentoring youth. Additional benefits would be public service to upkeep the Lamar School District's bike fleet and fixing numerous bikes for youth and individuals in the community to encourage more bike riding, exercise and doing activities as a family.

TEEN TRUTH PRINCIPAL'S COUNCIL ON SCHOOL CULTURE Program Description

We all know that great school culture begins with a great school principal, but student leaders are often the magic pixy dust that helps to build that school culture from the inside out. This is why TEEN TRUTH expanded its highly successful leadership summit program into the PRINCIPAL'S COUNCIL ON SCHOOL CULTURE. This group of 15 - 20 handpicked student leaders are directly connected to their school principal through a series of monthly meetings and TEEN TRUTH leadership summits.

TEEN TRUTH will host a series of leadership summits during the school year. Summit #1 is an event focused on pulling your council together and empowering them to come up with solutions to address some of the top social-emotional issues on campus. Summit #2 is a follow up workshop hosted 1 - 3 months later and is focused on each individual student leader — asking how they can personally make a difference on your campus. Lastly, Summit #3 offered 1 - 3 months after Summit #2 recaps the progress the council has made during the year, and challenges them to come up with a service project that can support campus culture.

WHAT IS THE PRINCIPAL'S INVOLVEMENT? In-between each TEEN TRUTH visit Principals will meet with their council once a month as a way to invest in and build relationships with them. These monthly meetings could be as simple as pizza with the principal, bringing in a local politician to discuss community leadership, or hosting a brainstorming session on a school issue of your choice. In an effort to help, TEEN TRUTH has developed a list of 23 ideas to guide these meetings and support you as you build your PRINCIPAL'S COUNCIL ON SCHOOL CULTURE. Ideal for middle school or high school aged students; this offering is not an intrusive curriculum or clunky school ambassador program, it simply helps students understand that being an effective leader is about being an active part of their community. *And Principals get to teach them this valuable lesson!*

The Teen Truth Principals Council on School Culture is a joint effort between ten (10) schools across the counties of Baca, Prowers, and Kiowa Counties, Health Colorado (RAE4), and SE BOCES with the program oversight of the About F.A.C.E. IOGs.

APPENDIX D:
RELEASE OF INFORMATION



ABOUT F.A.C.E. (Families And Communities Engaged) Collaborative Management Program – Release of Information

AUTHORIZATION TO SHARE INFORMATION

Name of Youth (Print): _____ Date of Birth: _____

Name of Youth (Print): _____ Date of Birth: _____

Name of Youth (Print): _____ Date of Birth: _____

Name of Youth (Print): _____ Date of Birth: _____

Name of Youth (Print): _____ Date of Birth: _____

Parent/Guardian: _____

As a participant in this program, by signing this release, you give permission allowing the following agencies share information with one another. Only the information necessary to collaborate more effectively and serve your family better will be shared. Once you have given your permission, we may interact with the following agencies during this process to help create one coordinated plan and/or recommendations that will best meet your family's needs.

Please initial next to ALL of the agencies below that may share information.

___ 15 th Judicial District Court	___ About F.A.C.E. Program Coordinator
___ Prowers County Dept. of Human Services	___ About F.A.C.E. Family Advocate
___ Prowers County Public Health & Env.	___ The Cornerstone Resource Center
___ 15 th JD Probation Department	___ School District of _____
___ 15 th JD CYDC Program /Senate Bill 94	___ SE BOCES
___ Division of Youth Services	___ Southeastern CO Case Mgt. Agency
___ Valley-Wide Health Systems	___ Domestic Safety Resource Center
___ Health Colorado, Inc. (RAE)	___ _____
___ Signal Behavioral Network (MSO)	___ _____

The agencies and providers will share confidential information only in our presence or in situations where they need the information to manage or provide services to the youth/parents/guardians or other person/persons for whom I/we are legally responsible (ward). Communication may include encrypted emails or other secured electronic transfers. This authorization is valid for past, present and future About F.A.C.E. Services. This authorization expires one year from the date I/we sign the form, when the sharing of information is no longer needed to manage or provide services to our youth/ward, or when I/we revoke this authorization, whichever is sooner. Any information shared and gathered by this program prior to the expiration or revocation of this release may continue to be used by the program for statistical and program evaluation purposes.

The purpose of this form is to enable agencies participating in the About F.A.C.E. coordination of services process to make appropriate recommendations and to allow the agencies listed above to better serve your youth/ward/family through coordinated service planning and delivery.

Please indicate you have read and understand each paragraph below by writing your initials on the line provided:

I/we understand that the following types of information may be shared: information that identifies me/my/our family, my/our children or ward; records which have information about disabilities, diagnosis, evaluations, or treatment; drug and/or alcohol treatment information; sex offender evaluations and treatment information; work school and social reviews and histories; education records; plans about services or benefits, eligibility information; information on finances; placement histories; medical psychiatric and psychological histories; information related to HIV (human immunodeficiency virus) – related care; or legal history. This authorization covers all admissions and/or contact with the above listed agencies and service providers. This authorization allows a free exchange of this information between and among the agencies and service providers listed.

I/we understand that the agencies or individuals may need to share information among themselves more than one time and /or with other persons working for the agencies or service providers. I/We specifically authorize the re-release of this confidential information.

I/we understand I/we will be given a copy of this form. A person may use a copy of facsimile of this form in place of the original signed authorization form.

I/we understand I/we may revoke this authorization at any time except for information already shared in reliance upon this authorization. From the date of the revocation forward, agencies and providers will not share information unless it was already lawfully released, or the law allows them to, without my authorization, unless it is for the purpose of program evaluation or compiling statistical data.

This form has been explained to me/us and I/we understand its provision. I/we have been given an opportunity to ask questions regarding this form and I/we understand the purposes of this form and I/we are signing the same as a voluntary act.

By signing this Authorization form, I agree to the release of information contained on this form for use by the requesting agencies. I understand that my records are protected under Federal and State regulations governing confidentiality (42 part 2, HIPAA, and FERPA) and cannot be released without my written consent unless otherwise provided for by the regulations. I understand that any agency or individual using confidential information/records will take all necessary steps to protect the confidentiality of the above named child's/youth's identity. I acknowledge that I have been informed of my rights to refuse to sign this form, and any conditions related to my consent or refusal. (If you are not a parent, indicate your authority to act for the child. If you are the foster parent, you need a copy of the court order in your file.)

Signature of Parent/Guardian

Date

Signature of Youth (as appropriate)

Date

Signature for Revocation

Date for Revocation

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 07/09/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 06/26/2024

Return Originals to: Gary Harbert

Number of originals to return to Submitter: 0

Contract Due Date: 07/10/2024

Item Title/Recommended Board Action: Consider approval of Colorado Division of Veterans Affairs County Application for Semiannual Payment, SFY 2023-2024 for Prowers County.

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 Division of Veterans Affairs

County Application for Semiannual Payment

State Fiscal Year 2023-2024

County:

Pay Period ☒ July-December ☒ January-June

In compliance with C.R.S. § 28-5-707 and for the purpose of semiannual payment, we hereby state and certify the amount our Board of Commissioners has authorized to be disbursed in support of our county veterans service office for the period covered by this application.

A budget or other attachment may be included, or please provide details here:

Prowers County's 2024 Veterans Services Annual Budget is attached.

We acknowledge that this application for payment is due semiannually no later the 10th day of January and July respectively, and the lack of timely submission can result a missed payment.

County Commissioner or Designee

July 9, 2024

Date

Please return this form no later than the 10th of January or July to:

Colorado Division of Veterans Affairs

cdvainfo@dmva.state.co.us

PROWERS COUNTY 2024 BUDGET

Public Health Agency Fund - Veteran's Services

					2024			2024
2021	2022	2023	2023	2023	Preliminary			Approved
Actuals	Actuals	Adopted	6 mo Actual	Estimated	Budget	Account	Description	Budget
REVENUES								
28,028	28,560	28,951	12,996	27,460	23,160	11-23-344900	Veterans Service State Funds	23,160
32,749	26,802	30,000	13,207	27,648	27,600	11-23-344910	Birth/Death Certificates	27,600
0	0	0	0	0	0	11-23-387000	Expense Refund	0
24,063	24,063	24,063	0	24,063	24,063	11-23-391000	General Fund Transfer In	24,063
0	0	0	0	0	0	11-23-391700	Grant Revenue Transfer In	3,000
84,840	79,425	83,014	26,203	79,171	74,823		TOTALS	77,823
EXPENSES								
39,454	44,835	43,448	21,726	43,451	43,451	11-23-411300	Salary - Registrar	44,755
0	0	0		0	0	11-23-411310	Salary - Part-time	0
						11-23-411530	Salary - Incentive	3,000
2,837	3,401	3,324	1,648	3,324	3,324	11-23-415100	FICA	3,653
68	68	68	34	68	68	11-23-415400	Vision Insurance Premium	68
7,327	7,700	8,052	4,026	8,052	9,276	11-23-415500	Health Insurance Premium	9,276
1,873	2,242	2,172	1,086	2,172	2,173	11-23-415600	Retirement - County Share	2,388
86	86	86	43	86	86	11-23-415700	Group Life Insurance Premium	86
271	90	87	43	87	87	11-23-415900	Unemployment Insurance	96
506	463	550	54	250	500	11-23-420100	Telephone	500
2,438	1,219	1,605	1,219	2,823	1,605	11-23-420110	IT Support	1,605
226	129	200	0	150	200	11-23-420200	Postage/Freight	200
43	29	43	39	39	43	11-23-420400	Worker Compensation	43
554	813	1,760	0	1,760	1,500	11-23-421100	Mileage/Meeting Expense	1,300
100	10	300	0	300	300	11-23-422400	Dues, Subs, Registrations	300
8,381	6,987	9,000	4,127	9,000	8,500	11-23-423100	State Fees	7,500
590	497	541	132	541	550	11-23-423800	Treasurer Fees	550
0	0	0	0	0	0	11-23-425400	Equipment Repair/Maint	0
1,631	1,065	1,100	985	1,600	1,600	11-23-430100	Office Supplies	1,500
0	0	1,050	0	0	1,050	11-23-430200	Computer Equipment	1,000
0	0	0	0	0	0	11-23-450100	Capital Outlay	0
0	0	0	0	0	0	11-16-450101	Capital Outlay non-depreciated	0
66,385	69,634	73,386	35,162	73,703	74,313		TOTALS	77,820
18,455	9,791	9,628	-8,959	5,468	510		Revenues over/under Expenditures	3

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: July 9, 2024

Submitter: Paula Gonzales, Finance Director

Submitted to the County Administration Office on: Email Poll 6-27-24

Return Originals to: Jana Coen & Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 6-27-24 email poll approval of Request for Extension Time to File Audit for Year End December 31, 2023 and authorizing BOCC Chairman Ron Cook to execute the request form.

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):



OFFICE OF THE STATE AUDITOR • LOCAL GOVERNMENT AUDIT DIVISION
KERRI L. HUNTER, CPA, CFE • STATE AUDITOR

Request for Extension of Time to File Audit for Year End December 31, 2023 ONLY

Requests may be submitted via internet portal: <https://apps.leg.co.gov/osa/lg>.

Government Name:	County of Prowers
Name of Contact:	Paula Gonzales
Address:	301 S Main St, Ste 215
City/Zip Code	Lamar, CO 81052
Phone Number:	719-336-8025
E-mail	paula.gonzales@prowerscounty.net
Fiscal Year Ending (mm/dd/yyyy):	12/31/2023
Amount of Time Requested (in days): (Not to exceed 60 calendar days)	60 days Audit Due: September 30, 2024

Comments (optional):

I understand that if the audit is not submitted within the approved extension of time, the government named in the extension request will be considered in default without further notice, and the State Auditor shall take further action as prescribed by Section 29-1-606(5)(b), C.R.S.

Must be signed by a member of the governing board.

Signature

Printed Name:

Ron Cook

Title:

Chairman

Date:

6-27-2024

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7/9/24

Submitter: Department of Human Services

Submitted to the County Administration Office on: 6/21/24

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 Contract Amendment CT GGI QAA 2025 to Original Contract Number 21 IHIA 168647 Between Prowers County Department of Human Services and the Colorado Department of Early Childhood for the purposes of facilitating the F.I.R.E. grant from 9/30/23 – 9/29/25 in the amount of \$123,721 (Total for All Federal Fiscal Years \$573,851) and authorize Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement via DocuSign.”

Justification or Background:

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

County: _____

Federal: \$ _____

State: 100% State Funded

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!



CONTRACT AMENDMENT #6

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Early Childhood 710 South Ash Street, Building C Glendale, CO 80246	Original Contract Number 21 IHIA 168647
Contractor Prowers County Department of Human Services P.O. Box 1157; 1001 S. Main St. Lamar, CO 81052	Amendment Contract Number CT GG1 QAAA 2025-
Current Contract Maximum Amount Initial Term <div>05/17/2021-09/29/2021 \$108,693</div> Extension Terms <div>09/30/2021-09/29/2022 \$108,693 09/30/2022-09/29/2023 \$109,923 09/30/2023-09/29/2024 \$123,271 09/30/2023-09/29/2025 \$123,271</div> Total for All Federal Fiscal Years \$573,851	Contract Performance Beginning Date May 17, 2021
	Current Contract Expiration Date September 29, 2025

Signature Page begins on next page →



THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p>CONTRACTOR Prowers County Department of Human Services</p> <p>By: Lanie Meyers- Mireles, Director</p> <p>Date: _____</p>	<p>STATE OF COLORADO Colorado Department of Early Childhood Dr. Lisa Roy, Ed.D., Executive Director</p> <p>By: Stephanie Beasley, Deputy Executive Director</p> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Laura Curnow, CDEC Controller</p> <p>Amendment Effective Date: _____</p>	

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature

and Cover Page for this Amendment or September 30, 2024, whichever is later, and shall terminate on the termination of the Contract.

4. PURPOSE

Prowers County Department of Human Services shall provide specialized outreach to fathers with children receiving Medicaid, single parent fathers, noncustodial fathers, military veteran fathers, fathers without a high school diploma, fathers participating in Head Start, fathers reentering after incarceration, fathers with a history of involvement in the foster care system, and unemployed fathers. Prowers County DHS shall build capacity and partnerships to more effectively serve fathers to improve the well-being of children by increasing the proportion of children growing up with involved, responsible, and committed fathers. This amendment shall extend the contract expiration date, increase funds for FFY25 services, and amend Exhibits A, B, D, E, delete Exhibit C, and add Exhibit F.

5. MODIFICATIONS

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

A. Extend the Contract Expiration Date from September 30, 2024 to September 29, 2025

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

B. Increase the Contract Amount for FFY25 by \$123,271 and Increase the Maximum Amount for All Federal Fiscal Years from \$450,580 to \$573,851.

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

C. Exhibit A – Statement of Work

Exhibit A – Amendment #6, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

D. Exhibit B – Budget

Exhibit B – Amendment #6, which is attached and incorporated by this Amendment, shall be added to Exhibit B of the Original Contract.

E. Exhibit C- HIPAA

Exhibit C- Shall delete Exhibit D of the Original Contract.

F. Exhibit D – Additional Provisions

Exhibit D – Amendment #6, which is attached and incorporated by this Amendment, shall replace Exhibit D -Amendment #5 of the Original Contract.

G. Exhibit E – Supplemental Provisions for Federal Awards

Exhibit E – Amendment #6, which is attached and incorporated by this Amendment, shall be added to Exhibit E of the Original Contract.

H. Exhibit F- PII Certification

Exhibit F – Amendment #6, which is attached and incorporated by this Amendment, shall be added to the Original Agreement.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

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

INTRODUCTION/BACKGROUND

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

Prowers County Department of Human Services (DHS) has worked for 10 years to lift the voices of fathers through several pilot programs and initiatives.

This began in 2009 with a fatherhood initiative that comprised parenting classes and support for fathers. This included a partnership with the Center on Fathering and we also launched a Watch D.O.G.S. (Dads of Great Students) program within our schools aimed at increasing a father's participation in their children's education by placing fathers within the schools and on the playgrounds to supervise and interact with children.

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

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

SCOPE OF WORK

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

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

PERIOD OF PERFORMANCE

The performance period for this project is 9/30/2024 – 09/29/2025



WORK PLAN

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



Exhibit A- Amendment #6

Key Activity A: Provide robust, comprehensive coordinated case management services to fathers.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
A.1 Continue the work on our local implementation team to support site in model on fatherhood engagement strategies and to provide local support. Identify fathers who may be interested in enrolling in the Colorado Fatherhood Program	Ongoing September 30, 2024 – September 29, 2025	Identify and outreach community programming/partners that ensures achievement of 56 unduplicated enrollment of fathers via in person, phone, mail or other strategies identified by local implementation support mail to attempt to engage them in the program.	Document outreach and engagement attempts to recruit fathers to participate. Group recruitment strategies shall be documented in Continuous Quality Improvement documents as requested by CDEC.	Fatherhood Advocate	Personnel Services Contracts/Consultants
A.2 Fathers shall voluntarily enroll in the CFP program demonstrated by completing pre-instrumentation tools Intake, CFSA 2.0, Goal Setting Worksheet, and Domestic Violence Screening.	Ongoing September 30, 2024 – September 29, 2025	A minimum of 56 unduplicated fathers shall enroll in CFP services.	100% of fathers who agree to participate in CFP shall complete the Intake, CFSA 2.0, Goal Setting Worksheet, and Domestic Violence Screening Questions.	Fatherhood Advocate	Personnel Services Contracts/Consultants
A.3 Conduct timely follow-ups with all individuals who complete the CFSA 2.0, in order to track progress toward goals.	Ongoing September 30, 2024 – September 29, 2025	Complete an in-person follow-up for 100% of individuals who complete a CFSA 2.0, within 31-90 days of the CFSA, and every 31-90 days thereafter as needed.	All follow-ups shall be entered in Salesforce data system including activities and CFSA 2.0	Fatherhood Advocate	Personnel Services
A.4 Resources provided to assist the family in achieving identified goals.	Ongoing September 30, 2024 – September 29, 2025	Fatherhood advocate shall discuss goals and identify with the family resources needed to support goal attainment.	100% of resource referrals shall be documented in nFORM system within 48 business hours of completion. This includes internal and external referrals.	Fatherhood Advocate	Personnel Services Supplies and Operating
A.5 Strengthening Families Protective Factors are integrated throughout all CFP services offered.	Ongoing September 30, 2024 – September 29, 2025	All CFP Fatherhood advocates shall complete Protective Factors Training.	CFP Fatherhood advocate shall receive a Strengthening Families Protective Factors certificate of completion that shall be maintained in employee personnel file.	Fatherhood Advocate	Personnel Services Training and Technical Assistance



A.6 Enrolled fathers shall complete the suite of services.	Ongoing September 30, 2024 September 29, 2025	60% of enrolled fathers shall complete the full program and suite of services	Data entry into nFORM and Salesforce and recruitment and referral forms submitted to the evaluation.	Fatherhood Advocate	Personnel Services
Key Activity B: Engage fathers in program components including healthy marriage, positive parenting, economic well-being and peer leadership.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
B.1 Identify fathers who may benefit from resource connection to healthy marriage activities	Ongoing September 30, 2024 – September 29, 2025	Staff member(s) shall administer the Domestic Violence Screening tool with 100% of fathers. Staff members shall provide referrals and resources such as counseling, mentoring and mediation programs to 100% of enrolled fathers, as needed.	Entered in nFORM	Fatherhood Advocate Child Support Services Staff, Child Welfare Staff, Colorado Works Staff, Child Care Assistance Program Staff, The Cornerstone Resource Center Staff, Collaborative Management Program participants	Personnel Services
B.2 Fatherhood advocate shall work with fathers around financial well-being.	Ongoing September 30, 2024 – September 29, 2025	Staff member(s) shall identify fathers who may benefit from economic wellbeing resources and activities. Implement financial well-being to fathers through resources provided under Financial Health Institute's Financial Health Integrated Learning program subscription and provide fathers with financial health education.	Entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor	Personnel Services
B.3 Contribute to the evaluation of the NDAP pilot and help the department determine adjustments to NDAP.	Ongoing for the entire grant period.	Take part in meetings with department and evaluation staff to provide feedback on adjusting NDAP.	Attendance of staff at required meetings.	Fatherhood Advocate	Personnel Services
B.4 Identify and engage fathers in the NDAP curriculum or revised version of the curriculum.	Ongoing September 30, 2024 – September 29, 2025	Staff member(s) shall facilitate the fatherhood curriculum course.	Entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor	Personnel Services, Supplies & Operating, Training and Technical Assistance



Exhibit A- Amendment #6

B.5 Fatherhood advocate shall assess fathers' support needed related to workforce development needs	Ongoing September 30, 2024 – September 29, 2025	Fatherhood Advocate shall include linking participants to workforce centers and training programs. FA shall provide fathers with referrals and conduct follow-up to assist participants in accessing career counseling, assessments, job search/employment programs, and training. At least 50% of fathers shall be referred to career-related services.	Entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor	Personnel Services, Supplies & Operating, Training and Technical Assistance
B.6 Fatherhood advocate shall assess fathers' support needed related to child support services.	Ongoing September 30, 2024 – September 29, 2025	Fatherhood Advocate shall provide fathers with information related to understanding and negotiating the child support enforcement system	Entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor, Child Support Services Staff, CO-PEP Staff	Personnel Services, Supplies & Operating, Training and Technical Assistance
B.7 Fatherhood advocate shall engage fathers who have successfully completed the CFP to participate in leadership and peer networking opportunities.	Ongoing September 30, 2024 – September 29, 2025	When appropriate refer fathers who have to completed the suite of services at a fatherhood site to participate the CFP Steering Committee that can serve as motivation.	Referral to CFP Project Manager and entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor	Personnel Services, Supplies & Operating, Training and Technical Assistance
B.8 Recruit 2 Father Mentors to participate in NDAP and/or attend Circle of Parents and/or Circle of Fathers meetings to support father	Ongoing September 30, 2024 – September 29, 2025	Documented attendance of the father mentors at the meetings or facilitated contract services.	Documented attendance and notation of participation in nFORM.	Fatherhood Advocate Child Support Services Staff, Child Welfare Staff, Colorado Works Staff, Child Care Assistance Program Staff, The Cornerstone Resource Center Staff, Collaborative Management Program participants	Personnel Services, Supplies & Operating, Training and Technical Assistance



B.9 Engage enrolled fathers in at least 8 service contact hours.	Ongoing for the entire grant period.	At least 60% of enrolled fathers shall be served by at least 8 contact service hours by staff or referral services staff. Contacts include but are not limited to parenting, housing/rent assistance, legal assistance, employment resources, financial counseling, other education, and childcare assistance.	Data shall be entered in a timely manner into nFORM and, upon request, reported to department staff.	Fatherhood Advocate	Personnel Services
B.10 Provide social capital building activities to build a family strengthening network and community of support	Ongoing for the entire grant period.	Offer at least 8 social capital building events/activities during the grant period. Activities include but are not limited to movie nights, meals before classes, game nights, karaoke, and sports games.	Participation shall be tracked using attendance logs and nFORM as appropriate.	Fatherhood Advocate	Personnel Services
B.11 Refer enrolled fathers to services.	Ongoing for the entire grant period.	Refer enrolled fathers to at least 3 services. 60% of enrolled fathers shall receive at least 3 referrals. At least 50% of fathers shall be referred to career-related services.	Entered in nFORM.	Fatherhood Advocate	Personnel Services
B.12 Circle of Fathers.	Ongoing.	Coordinate a Circle of Fathers group with Illuminate Colorado and refer fathers who are enrolled, who are potential enrollees, or who have completed the Colorado Fatherhood Program.	Establish and follow MOU with Illuminate Colorado.	Fatherhood staff	Personnel Services
Key Activity C: Engage in continuous, quality improvement processes to ensure quality practice.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
C.1 Attend relevant professional development opportunities, offered through CFP and/or other local capacity-building organizations	Ongoing September 30, 2024 – September 29, 2025	Staff member(s) administering CFP services shall participate in all required trainings as outlined in the RTP.	All professional development trainings and/or peer networking opportunities attended shall be reported to CDEC upon request.	Fatherhood Advocate, Special Programs Supervisor	Personnel Services, Supplies & Operating, Training and Technical Assistance



Exhibit A- Amendment #6

C.2 Fatherhood advocate shall increase knowledge of financial well-being for families.	Ongoing September 30, 2024 September 29, 2025	All Fatherhood advocates shall complete training on Frameworks in Financial Health learning curriculum provided by Financial Health Institute. After six months and one year, conduct a follow up phone call with 100% of individuals who completed a CFSA 2.0 during the grant period, noting progress toward stability in family well-being indicators and around family goals.	Fatherhood advocate shall receive certificate of completion.	Fatherhood Advocate	Personnel Services Supplies and Operating Expenses
C.3 Track mid- and long-term outcomes of individuals receiving comprehensive case management services	Ongoing September 30, 2024 - September 29, 2025	After six months and one year, conduct a follow up phone call with 100% of individuals who completed a CFSA 2.0 during the grant period, noting progress toward stability in family well-being indicators and around family goals.	Follow-ups and information gleaned from them shall be recorded in Salesforce.	Fatherhood Advocate, Special Programs Supervisor	Personnel Services
C.4 Monitor program participation with CFP site services.	Ongoing September 30, 2024 - September 29, 2025	Administer Entrance and Characteristic Surveys with 100% of enrolled fathers, and the Exit Survey with 100% of fathers who complete all the program.	Results from surveys shall be entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor	Personnel Services
C.5 Invoices	Ongoing September 30, 2024 - September 29, 2025	Invoices submitted on a monthly basis to CDEC.	Contractor shall submit all invoices by the 20th day of each month. Final billing must be submitted by the July 3rd.	Business Office & Accountant	Personnel Services & Contractors
C.6 Submit programmatic progress reports to CDEC and enter required data into the nFORM system.	Ongoing September 30, 2024 - September 29, 2025	Reports and data shall be submitted to CDEC and nFORM in a timely fashion and include all requested information.	Reports shall be submitted and data entered in a timely fashion and include all requested information.	Fatherhood Advocate, Special Programs Supervisor	Personnel Services
C.7 In delivery of the service model there are several required trainings that must be completed prior to serving fathers.	Ongoing September 30, 2024 - September 29, 2025	Staff shall complete all required training. This includes but may not be limited to training in the fatherhood program curriculum, nFORM data system, CFSA 2.0, Financial Health, Domestic Violence, Protective Factors, Case Management, and Salesforce. Contractors and mentors may not need to complete all trainings and shall be evaluated on a case by case basis, as needed.	All training shall be completed and, upon request, be reported to CDEC.	Fatherhood Advocate, Special Programs Supervisor, Father Mentors	Personnel Services, Supplies & Operating, Training and Technical Assistance



C.8 Evaluation of the CFP.	Ongoing September 30, 2024 – September 29, 2025	Fatherhood sites are required to collaborate with the state evaluator on evaluation metrics including referring fathers to the evaluation, data collection, CQI, and any requirements set forth by the co-principal investigators.	Fatherhood site shall ensure appointments with evaluation team are kept or rescheduled if needed. All implementation and evaluation guidance shall be implemented as needed. 50% of all enrolled fathers shall be referred to the evaluation. 100% of enrolled fathers who complete the program shall be referred to the evaluation.	Fatherhood Advocate, Special Programs Supervisor, DHS Director	Personnel Services
C.9 Fatherhood Social Media Campaigns	Ongoing September 30, 2024 – September 29, 2025	Videos shall be uploaded and shared among social media sites to promote responsible fatherhood.	Videos shall be collected from the community. Agency partners shall also share videos on their social media	Fatherhood Advocate, DHS agency staff, Special Programs Supervisor, DHS Director	Personnel Services
C.10 Attend required meetings	Ongoing September 30, 2024 – September 29, 2025	Site staff shall attend any required CDEC meetings including but not limited to monthly whole-group meetings, community of proactive monthly meetings, and conferences.	Attendance reported to CDEC upon request.	Fatherhood program staff	Personnel
C.11 Incentive Policy.	Ongoing September 30, 2024 – September 29, 2025	Site must have an incentive policy established and have a plan in place to distribute incentives to enrolled fathers to maximize program completion.	Report policy and plan to CDEC upon request.	Fatherhood program staff	Personnel

SCHEDULE/MILESTONES

- Father Advocate shall be retained throughout FFY 2024-2025.
- All required trainings shall be completed as required by full-time, professional staff.
- Continue to hold Implementation Team meetings with key partners on a quarterly basis.
- Continue to market program throughout year and engage 2 community stakeholders to market the program as well.
- Utilize the Prowers County Jail and Advantage Treatment Center for residents over the FFY 2024-2025 while enrolling individuals on a voluntary basis only.
- Retain fathers in CFP throughout 2024-2025 FFY.

- By September 29, 2025, CFP staff have linked at least 50% of participants to career-related development.
- By September 29, 2025, the CFP staff have provided 100% of enrolled fathers with information related to understanding and negotiating the child support services system.
- By September 29, 2025, the CFP staff have provided at least 8 contact service hours to 60% of enrolled fathers.
- By September 29, 2025, the CFP staff have provided at least 3 referrals to 60% of enrolled fathers.
- By September 29, 2025, 60% of enrolled fathers shall complete the full program and suite of services.

ACCEPTANCE CRITERIA

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



Colorado Department of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Prowers County Department of Human Services	Program Contact Name, Title	Lanie Meyers-Mireles, Director
Budget Period	September 30, 2024 - September 29, 2025	Phone	719-336-7486 x104
Project Name	Colorado Fatherhood Program (CFP)	Email	dssdirector@prowerscounty.net
		Fiscal Contact Name, Title	Lisa Farmer
		Phone	719-688-3696
		Email	lmcculough@prowerscounty.net

Expenditure Categories

Personnel Services - Salaried Employees					September 30, 2024 - September 29, 2025
Position Title	Description of Work and Fringe Benefits	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDEC
Fatherhood Advocate/Home Visitor	Administer all aspects of the fatherhood program and other tasks as deemed appropriate by supervisor. Fringe includes health, life, vision, unemployment insurance, workers comp, CO-PERA contribution and other expenses as deemed appropriate.	\$46,350	\$15,294	100%	\$61,644
Special Programs Supervisor/ Fatherhood Supervisor	Provide supervision and oversight of the fatherhood program and other tasks as deemed appropriate by supervisor. Fringe includes health insurance, life insurance, vision, CO-PERA retirement contribution and other expenses as deemed appropriate.	\$81,095	\$19,689	20.00%	\$20,157
Business Office Manager	Business office and accounting services. Fringe includes health insurance, life insurance, vision and CO-PERA retirement contribution.	\$75,054	\$19,052	7.00%	\$6,657
Total Personnel Services (including fringe benefits)					\$88,458
Contractors/Consultants (payments to third parties or entities)					September 30, 2024 - September 29, 2025
Name	Description of Item	Total Amount Requested from CDEC	Allowable in MTDC calculation	unallowable in MTDC	
Chief Financial officer (CFO)	Accounting contractor. Will prepare and submit monthly invoices to CDEC.	\$2,400	\$2,400	\$0	
Total		\$2,400	\$2,400	\$0	

Travel		September 30, 2024 - September 29, 2025
Item	Description of Item	Total Amount Requested from CDEC
Mileage and travel	Mileage, per diem for case management, meetings, conferences, trainings, lodging, airfare.	\$2,000
Total Travel		\$2,000
Supplies & Operating Expenses		September 30, 2024 - September 29, 2025
Item	Description of Item	Total Amount Requested from CDEC
Financial Health Subscription (FHI) Subscription	Financial Health Subscription	\$2,495
Meetings/Mentors	Facilitators for/and coordination of classes, mentors, mentoring, meeting needs	\$8,100
Incentives	Incentives, Social activities, program supports	\$4,775
Child care	Child care	\$500
Food	Meals and snacks for meetings and activities	\$3,993
Transportation	Transportation, gas expenses, travel needs	\$1,000
Books	Books/journals	\$300
Materials and Supplies	Marketing, materials and supplies (workbooks, pens, paper, copies.)	\$4,750
Cell Phone	Cell phone, cell service, wifi, hot spot	\$2,400
Subtotal		\$28,313
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)		
	No costs in this category shall be reimbursed by CDEC.	\$0
Subtotal Items removed from MTDC		\$0
Total Supplies & Operating Expenses		\$28,313

Training and Technical Assistance		September 30, 2024 - September 29, 2025
Item	Description of Item	Total Amount Requested from CDEC
Conference Registration	Child Support conference registration and/or other pertinent conferences	\$300
Conferences	Grantee orientation, Biennial Conference, Strengthening Families Conference and other pertinent conferences	\$1,500
Training	CFSA (Colorado Family Support Assessment) 2.0 Training, Nurturing Dads and Partners (NDAP), Circle of Parent, Protective Factors or Other relevant training.	\$300
Total Training and Technical Assistance		\$2,100
TOTAL DIRECT COSTS		\$123,271
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$123,271
Uniform Guidance 2 CFR 200.1 "Modified Total Direct Cost (MTDC)" - means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.		
Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]		September 30, 2024 -
Item	Description of Item	Total Amount Requested from CDEC
	No costs in this category shall be reimbursed by CDEC. Prowers County opts out of Indirect Rate.	\$0
Total Indirect		\$0
TOTAL		\$123,271

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

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

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

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

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

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

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

8. TRAVEL

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

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

B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per

<https://www.gsa.gov/travel-resources>.

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

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

9. SUBRECIPIENT

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

10. CRITICAL INCIDENT REPORTING

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

11. MANDATED REPORTING

A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).

B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

12. GIFT CARDS

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

A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.

B. The contractor agency's gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.

- C.** Gift Cards must be distributed to recipients within five (5) business days of purchase.
- D.** Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.
- E.** Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.
- F.** The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
- G.** The contractor shall be held responsible for inappropriate use of gift cards.

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

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification

- i. Subrecipient: **Prowers County Department of Human Services;**
- ii. Subrecipient Unique Entity Identifier (UEI) number: **Y8C4HSXY95M6;**
- iii. The Federal Award Identification Number (FAIN) is **90ZJ0036**
- iv. The Federal award date **09/07/2021;**
- v. The subaward period of performance start date is **09/30/2024** and end date is **09/29/2025;**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
09/30/2024 - 09/29/2025	09/30/2024-09/29/2025- \$123,271	09/30/2024-09/29/2025- \$123,271	09/30/2024-09/29/2025- \$123,271

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

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

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

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

1. DEFINITIONS.

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

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

- 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.13.2. Is not organized primarily for profit; and
 - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, if the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.

- 1.1.20. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
 - 1.1.21.1. Salary and bonus;
 - 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.24. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

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

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

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

4. TOTAL COMPENSATION.

- 4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and
 - 4.1.2. In the preceding fiscal year, Contractor/Grantee received:
 - 4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
 - 4.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

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

- 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1.1. Subrecipient DUNS Number;
 - 7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
 - 7.1.1.3. Subrecipient parent's organization DUNS Number;
 - 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
 - 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
 - 7.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

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

9. ACCESS TO RECORDS.

- 9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. SINGLE AUDIT REQUIREMENTS.

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
- 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.
- 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

- 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

14. EVENT OF DEFAULT AND TERMINATION.

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

- 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END

PII CERTIFICATION

**STATE OF COLORADO
THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII
THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, Lanie Meyers- Mireles, on behalf of Prowers County Department of Human Services (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____
Printed Name: Lanie Meyers- Mireles
Title: Director
Date: _____



Colorado Department of Early Childhood
VENDOR CONTACT INFORMATION SHEET

Legal Name of Vendor as it should appear on the Contract/Purchase Order including any dba:

Prowers County Department of Human Services

Address: 1001 South Main Street

City: Lamar State: CO Zip Code: 81052 County: Prowers

FEIN # 84-1132868 State of Incorporation N/A – Government

Unique Entity Identifier (EUI) (From SAM.gov) Y8C4HSXY95M6 Fiscal Year End Date (MM/DD) _____

Type of Entity (please mark one):

- | | | |
|--|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Not-For-Profit Corporation | <input type="checkbox"/> For-Profit |
| <input type="checkbox"/> Professional Corporation (PC) | <input type="checkbox"/> Limited Liability Company (LLC) | <input type="checkbox"/> Limited Liability Partnership (LLP) |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Joint Venture | <input checked="" type="checkbox"/> Government |

Primary Contact to Receive ALL Correspondence:

Name: Lanie Meyers-Mireles

Title: Director

Email: dhsdirector@prowerscounty.net

Phone: 719-336-7486 x127

CFO or Financial Contact:

Name: Lisa Farmer

Title: CFO

Email: lmcculough@prowerscounty.net

Phone: 719-688-3696

Individual Signing Contract:

Name: Lanie Meyers-Mireles

Title: Director (Lanie Meyers-Mireles)

Email: dhsdirector@prowerscountv.net or

Phone: 719-336-7486 x104

Invoice Contact:

Name: Lisa Farmer

Title: CFO

Email: lmcculough@prowerscounty.net

Phone: 719-688-3696

Additional Contacts for DocuSign Review:

The Department of Early Childhood collects signatures via DocuSign. Please list below any individuals that need to be included in the DocuSign process prior to the final signature (example: Director's Assistant, Attorney, etc):

Name: _____

Title: _____

Email: _____

Sign or CC? _____

Vendor Specific Instructions for Emails of Preliminary Approval/DocuSign (example: PI/Faculty Member Name):

Is your agency set up for Electronic Deposit with the State of CO?

Yes X No _____

If Yes, please list the last 4 digits of the account number payments should be sent to: _____

How long does your agency and/or board need to review and return the signed contract? _____

IMPORTANT – When submitted with a Solicitation, please complete the following:

Vendor should read the entire Solicitation document before submitting a Bid/Proposal/Quote. Solicitation is subject to the conditions stipulated and in accordance with the specifications set forth and/or attached to the Solicitation. All Solicitations shall be quoted F.O.B. destination, unless otherwise specified, to the delivery location or job site listed in the Solicitation.

ELECTRONIC OR PRINTED SIGNATURE FROM AUTHORIZED SIGNATORY

Date

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7-9-2024

Submitter: Administration & DHS/H3C

Submitted to the County Administration Office on: Email Poll 6-27-24

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 ratifying 6-27-2024 email poll approval for County General Fund, Fringe, A/P and JBBS A/P for payment of bills presented in the amount of \$878,864.64, Department of Human Services Payroll, Fringe and A/P for a total of \$240,644.68, and H3C Payroll, Fringe, and A/P for a total of \$116,981.65 with a Certification date of June 26, 2024 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 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: \$878,864.64
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **June 26, 2024**

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 26,452.00	311,934.11	92,282.74
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ -	108,749.38	26,483.26
ROAD & BRIDGE FUND	\$ -	70,135.63	19,852.16
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ -	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ -	211.75	47.90
CRMC FUND	\$ -	93,845.25	32,014.83
OPC FUND	\$ -	73,786.17	23,069.46
Totals	\$ 26,452.00	\$ 658,662.29	\$ 193,750.35

DATE: June 26, 2024

DATE: June 26, 2024

DATE: June 26, 2024

DATE: June 26, 2024

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	878,864.64
AP + Fringes	\$	220,202.35
Total Pd Certification - Payroll	\$	220,202.35
Total Payroll + Fringes	\$	852,412.64

Ending Check No.	72403
Beginning Check No.	72390

Total Number of Checks: 14

STATE OF COLORADO }
 } SS:
COUNTY OF PROWERS }

Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01

0010

June 26, 2024

72390-72403

\$ 26,452.00

Payroll \$ 311,934.11

Fringes \$ 92,282.74

Total \$ 430,668.85

ARPA - 02

0018

\$ -

Payroll \$ -

Fringes \$ -

Total \$ -

ROAD & BRIDGE FUND - 02

0020

\$ -

Payroll \$ 70,135.63

Fringes \$ 19,852.16

Total \$ 89,987.79

FSA (Cafeteria) 552

0552

\$ -

Total \$ -

Sheriff's Booking Fees

0675

\$ -

Payroll \$ -

Total \$ -

SALES & USE TAX FUND - 03

0900

\$ -

Total \$ -

CONSERVATION TRUST FUND - 06

0130

\$ -

Total \$ -

CAPITAL FUND - 07

0100

\$ -

Total \$ -

OTHER AGENCIES FUND- 08

\$ -

Total \$ -

LODGING TAX - 09

0014

\$ -

\$ -

Payroll \$ 211.75

Fringes \$ 47.90

Total \$ 259.65

PUBLIC HEALTH AGENCY - 11

0676

\$ -

Payroll \$ 108,749.38

Fringes \$ 26,483.26

Total \$ 135,232.64

CRMC

0016

\$ -

Payroll \$ 93,845.25

Fringes \$ 32,014.83

Total \$ 125,860.08

OPC

0017

\$ -

Payroll \$ 73,786.17

Fringes \$ 23,069.46

Total \$ 96,855.63



Paula Gonzales, Finance Director

GRAND TOTAL \$ 878,864.64

AP Check Register (APLT43)

Prowers County

	Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	2	Account:	10225		
	72390	6/26/2024	23	Aflac	\$2,354.20
	72391	6/26/2024	1126	Barbara White	\$7,716.00
	72392	6/26/2024	896	Celia M. Salazar	\$4,659.00
	72393	6/26/2024	209	Colonial Life & Accident Ins Co.	\$844.81
	72394	6/26/2024	119	Continental American Insurance Company	\$1,035.51
	72395	6/26/2024	192	County Health Pool	\$125,456.39
	72396	6/26/2024	393	Family Support Registry	\$2,458.22
	72397	6/26/2024	382	Frontier Bank	\$158,136.35
	72398	6/26/2024	1257	Jose Manuel Soto JR.	\$6,084.00
	72399	6/26/2024	611	LegalShield	\$352.85
	72400	6/26/2024	696	MASA Global Building	\$778.00
	72401	6/26/2024	1142	Nancy Winsor	\$7,993.00
	72402	6/26/2024	707	Nationwide Retirement Solutions	\$170.00
	72403	6/26/2024	796	Prowers Co Treasurer	\$417.00
Bank Account Totals:					\$318,455.33
Total Of Checks:					\$318,455.33

26,452.00 JBS

Payroll Date: 6/28/2024

Payroll Calculation Totals

Prowers County

First Check Number:	1	First DirDep Number:	37913	Male Employees Paid:	77	Total Employees Not Paid:	406
Last Check Number:	2	Last DirDep Number:	38086	Female Employees Paid:	98	Total Employees:	581
				Total Employees Paid	175		

Gross Amounts

Gross Amount:	\$658,662.29	Federal Gross:	\$606,882.63	Retirement Gross:	\$648,335.20
Net Amount:	\$483,846.64	Fica Gross:	\$639,806.93		
		Med Gross:	\$639,806.93		
Unemploymnt Gross	\$741,793.34	State Gross:	\$606,882.63		
		Local Gross:	\$639,806.93		

Employee Incomes

10	Elected Official	\$48,090.76
11	Salary	\$122,608.74
12	Hourly Wage	\$379,595.63
13	Overtime	\$6,847.64
14	Extra Duty	\$2,945.80
16	Extra Duty Flat Rate	\$5,470.13
17	Sheriff OT	\$658.88
18	Adult Transport	\$495.00
19	Courthouse Security	\$4,120.00
21	Courthouse OT	\$1,193.63
24	Mental Health Trans	\$285.83
25	JBBS	\$7,385.25
26	Juvenile Transport	\$231.75
27	Jail Nursing	\$337.50
28	Training Patrol	\$147.00
29	Weekend Court Sala	\$6,892.40
31	School Resource	\$3,938.90
32	Sheriff Hourly Wage	\$28,920.50
33	Lead Tech Hourly	\$12,583.11
35	Supervisor Hourly	\$15,353.57
37	QA Hourly	\$3,665.93
39	Permanent Jail Salar	\$2,311.41
41	Operations Mgr Sala	\$4,582.93
Total:		\$658,662.29

Employee Deductions

ACHF1	Direct Deposit Flat Ded	\$1,700.00
AFLAC	AFLAC After Tax	\$671.79
AFLCP	AFLAC Before Tax	\$1,682.41
CAICA	Critical After Tax	\$343.35
CAICP	Accident Pre-Tax	\$624.27
CAIHP	Hospital Indem.Pre-Ta	\$67.89
CHILD	Child Support	\$2,458.22
CLNLA	Colonial After Tax	\$494.83
CLNLP	Colonial Pre-Tax	\$349.98
COER1	Voluntary CCOERA/De	\$150.00
COER2	Voluntary CCOERA/De	\$187.48
COER3	Voluntary CCOERA/Ro	\$220.00
COER4	Voluntary CCOERA/Ro	\$211.26
DENTL	Dental Insurance	\$4,100.55
FED	Federal Withholding Ta	\$37,186.99
FICA	FICA Employee Portion	\$39,667.99
FSA	FSA Medical	\$417.00
HRBA	Health Insurance - Em	\$8,732.00
HRBAP	Health Ins Employee P	\$347.85
HSA	Health Savings Accoun	\$2,216.66
LEGAL	Legal Aid	\$352.85
LIFED	Dependent Life	\$28.52
LOAN1	Retirement Loan	\$5,822.45
MASA	Medical Transport	\$778.00
MED	Medicare Employee Po	\$9,277.19
PEBSC	Nationwide Retirement	\$170.00
RETIR	Retirement	\$32,416.82
STATE	State Income Tax	\$23,059.00
SUPPE	Supp Life Emp.	\$692.75
SUPPS	Supp Life Spouse	\$70.80

Employer Contributions

FICA	Employer - Social Secu	\$39,667.99
HRBAP	Hlth Ins.- Employer for	\$425.15
HRBAR	Health Insurance-Empl	\$108,747.00
LIFER	Life Insurance	\$1,109.52
MED	Employer - Medicare T	\$9,277.19
RETIR	Retirement ER	\$32,416.82
SUTA	State Unemployment T	\$1,221.18
VISER	Vision Insurance-Empl	\$885.50
Total:		\$193,750.35

+ 174,815.65
+ 26,452.00

395,018.00
- 76,562.67

318,455.33

Payroll Date: 6/28/2024

Payroll Calculation Totals

Prowers County

VISON	Vision EmpEE.	\$316.75
Total:		\$174,815.65

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
PAYROLL CERTIFICATION
MONTH: JUNE 2024

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
DHS:			
SALARY	06/26/24	101149-101189	104,555.52
FRINGE	06/26/24	67651-67664	89,000.42
FORFEITURE	06/26/24	CRA	(3,089.91)
VOID			
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
LEAP:			
OAP:			
CHILD SUPPORT:			
CORE:			
WORK PROGRAM:			
FOOD ASSISTANCE:			
WHC:			
SALARY	06/26/24	54748-54764	28,502.59
FRINGE	06/26/24	8817-8827	21,676.06
OPERATING			
CANCELLED			

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY
CERTIFY THAT EBT AUTHORIZATIONS IN THE AMOUNT OF \$0.00 HAVE BEEN APPROVED. OTHER PAYMENTS
IN THE FORM OF CHECKS IN THE AMOUNT OF \$240,644.68 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

June 26, 2024

GRAND TOTAL

\$ 240,644.68

DATE

CHAIRMAN

DATE

DIRECTOR

DATE

COMMISSIONER

DATE

COMMISSIONER

\$843,685.33

BALANCE AS OF 6/21/24

HOTLINE COUNTY CONNECTION CENTER
PAYROLL CERTIFICATION
MONTH: JUNE 2024

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY	06/26/24	31417-31444	67,828.51
FRINGE	06/26/24	4019-4025	49,153.14
OPERATING			
CANCELLED			

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$116,981.65 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

June 26, 2024

GRAND TOTAL

\$

116,981.65

DATE

6/27/2024

DATE

6/27/2024

DATE

6/27/2024

CHAIRMAN

COMMISSIONER

COMMISSIONER

DATE

6/21/24

DIRECTOR

\$550,042.76

BALANCE AS OF 6/21/24

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: June 26, 2024

Prepared by:
Mindy Maestas

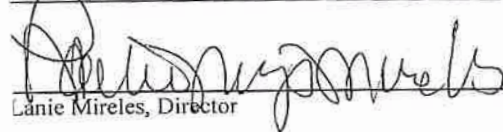
PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

SALARY	<u>101149-101189</u>	<u>104,555.52</u>
FRINGE	<u>67651-67664</u>	<u>89,000.42</u>
OPERATING		
FORFEITURE	<u>CRA</u>	<u>-3,089.91</u>
WHC SALARY	<u>54748-54764</u>	<u>28,502.59</u>
WHC FRINGE	<u>8817-8827</u>	<u>21,676.06</u>
OPERATING		
CANCELLED		

TOTAL: \$ 240,644.68

Information Only

VOIDED CHECKS #'s:


Lanie Mireles, Director

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: June 26, 2024

Prepared by:
Mindy Maestas

HOTLINE COUNTY CONNECTION CENTER FUND

H3C SALARY	<u>31417-31444</u>	<u>67,828.51</u>
H3C FRINGE	<u>4019-4025</u>	<u>49,153.14</u>
H3C OPERATING	<u></u>	<u></u>
H3C CANCELLED	<u></u>	<u></u>

TOTAL: \$ 116,981.65

Information Only
VOIDED CHECKS #'s:


Lanie Mireles, Director

PROWERS COUNTY DEPT. OF SOCIAL SERVICES

Page: 1

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: 202.1000	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AP.6.21.24 AFLAC INS	AFLAC	06/21/24		\$714.76
			INVOICE AP.6.21.24 TOTAL:	<u>\$714.76</u>
AP.6.21.24 CAI	CONTINENTAL AMERICAN	06/21/24		\$237.56
			INVOICE AP.6.21.24 TOTAL:	<u>\$237.56</u>
AP.6.21.24 HEALTH INSURANCE	CHP	06/21/24		\$28,082.00
LIFE INSURANCE				\$678.36
DENTAL INSURANCE				\$1,257.00
VISION INSURANCE				\$311.45
			INVOICE AP.6.21.24 TOTAL:	<u>\$30,328.81</u>
AP.6.21.24 COLONIAL INS BCN E3400793	COLONIAL LIFE	06/21/24		\$233.14
			INVOICE AP.6.21.24 TOTAL:	<u>\$233.14</u>
AP.6.21.24 HSA	COMMUNITY STATE BANK	06/21/24		\$990.00
			INVOICE AP.6.21.24 TOTAL:	<u>\$990.00</u>
AP.6.21.24 STATE TAX	COLORADO DEPT OF REVENUE	06/21/24		\$5,277.00
			INVOICE AP.6.21.24 TOTAL:	<u>\$5,277.00</u>
AP.6.21.24 RETIREMENT	CRA	06/21/24		\$14,936.44
			INVOICE AP.6.21.24 TOTAL:	<u>\$14,936.44</u>
AP.6.21.24 FSA	PROWERS COUNTY FSA	06/21/24		\$308.00
			INVOICE AP.6.21.24 TOTAL:	<u>\$308.00</u>
AP.6.21.24 CRA	CRA	06/21/24		\$352.24
			INVOICE AP.6.21.24 TOTAL:	<u>\$352.24</u>
AP.6.21.24 FICA & MED	FRONTIER BANK	06/21/24		\$31,243.87
			INVOICE AP.6.21.24 TOTAL:	<u>\$31,243.87</u>
AP.6.21.24 LEGAL SERVICES	LEGAL SERVICES, INC.	06/21/24		\$53.80

AP.6.21.24	N.A.C.O. Clearing Account	06/21/24	INVOICE AP.6.21.24 TOTAL:	\$53.80
INTERNAL PLAN ID 0025497-001				\$20.00
			INVOICE AP.6.21.24 TOTAL:	\$20.00
AP.6.21.2024	CRA	06/21/24		\$4,150.80
LOAN REPAYMENT			INVOICE AP.6.21.2024 TOTAL:	\$4,150.80
AP.6.21.24	MASA MTS	06/21/24		\$154.00
MEDICAL TRANSPORTATION			INVOICE AP.6.21.24 TOTAL:	\$154.00
			EXPENSE ACCOUNT 202.1000 TOTAL:	\$89,000.42
			REPORT TOTAL:	\$89,000.42

Welcome Home Center

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: 202.1000	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AP.6.21.24 AFLAC INSURANCE	AFLAC	06/21/24		\$381.80
			INVOICE AP.6.21.24 TOTAL:	\$381.80
AP.6.21.24 CAI	CONTINENTAL AMERICAN	06/21/24		\$124.04
			INVOICE AP.6.21.24 TOTAL:	\$124.04
AP.6.21.24 HEALTH INSURANCE LIFE INSURANCE VISION INSURANCE DENTAL INSURANCE	CHP	06/21/24		\$7,516.00 \$205.20 \$75.10 \$291.75
			INVOICE AP.6.21.24 TOTAL:	\$8,088.05
AP.6.21.24 STATE TAX	COLORADO DEPART OF REVENUE	06/21/24		\$1,329.00
			INVOICE AP.6.21.24 TOTAL:	\$1,329.00
AP.6.21.24 RETIREMENT	CRA	06/21/24		\$3,716.48
			INVOICE AP.6.21.24 TOTAL:	\$3,716.48
AP.6.21.24 FSA	PROWERS COUNTY FSA	06/21/24		\$200.00
			INVOICE AP.6.21.24 TOTAL:	\$200.00
AP.6.21.24 FICA & MEDICARE	FRONTIER BANK	06/21/24		\$7,246.05
			INVOICE AP.6.21.24 TOTAL:	\$7,246.05
AP.6.21.24 INTERNAL PLAN ID 0025497-001	NACO Clearing Account	06/21/24		\$250.00
			INVOICE AP.6.21.24 TOTAL:	\$250.00
AP.6.21.2024 LOAN PAYMENT	CRA	06/21/24		\$225.74
			INVOICE AP.6.21.2024 TOTAL:	\$225.74
AP.6.21.24 MEDICAL TRANSPORTATION	MASA MTS	06/21/24		\$81.00
			INVOICE AP.6.21.24 TOTAL:	\$81.00
AP.6.21.24 LEGAL SERVICES	LEGAL SERVICES, INC	06/21/24		\$33.90
			INVOICE AP.6.21.24 TOTAL:	\$33.90
			EXPENSE ACCOUNT 202.1000 TOTAL:	\$21,676.06
			REPORT TOTAL:	\$21,676.06

H3C

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: 22100	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AP.6.21.24 AFLAC	AFLAC	06/21/24		\$32.80
			INVOICE AP.6.21.24 TOTAL:	<u>\$32.80</u>
AP.6.21.24 HEALTH INSURANCE	CHP	06/21/24		\$559.00
SUPPLEMENTAL LIFE				\$38.90
DEPENDENT LIFE				\$3.68
DENTAL INSURANCE				\$631.15
VISION INSURANCE				\$54.30
			INVOICE AP.6.21.24 TOTAL:	<u>\$1,287.03</u>
AP.6.21.24 CRA	CRA	06/21/24		\$4,495.52
			INVOICE AP.6.21.24 TOTAL:	<u>\$4,495.52</u>
AP.6.21.2024 LOAN REPAYMENT	CRA	06/21/24		\$436.69
			INVOICE AP.6.21.2024 TOTAL:	<u>\$436.69</u>
AP.6.21.24 MEDICAL TRANSPORTATION	MASA MTS	06/21/24		\$42.00
			INVOICE AP.6.21.24 TOTAL:	<u>\$42.00</u>
			EXPENSE ACCOUNT 22100 TOTAL:	<u>\$6,294.04</u>
EXPENSE ACCOUNT: 22110				
AP.6.21.24 FICA	FRONTIER BANK	06/21/24		\$13,565.94
			INVOICE AP.6.21.24 TOTAL:	<u>\$13,565.94</u>
			EXPENSE ACCOUNT 22110 TOTAL:	<u>\$13,565.94</u>
EXPENSE ACCOUNT: 22115				
AP.6.21.24 FEDERAL TAX	FRONTIER BANK	06/21/24		\$5,832.94
			INVOICE AP.6.21.24 TOTAL:	<u>\$5,832.94</u>
			EXPENSE ACCOUNT 22115 TOTAL:	<u>\$5,832.94</u>
EXPENSE ACCOUNT: 22120				
AP.6.21.24 STATE TAX	COLO DEPT OF REVENUE	06/21/24		\$3,172.00
			INVOICE AP.6.21.24 TOTAL:	<u>\$3,172.00</u>

EXPENSE ACCOUNT 22120 TOTAL: \$3,172.00

EXPENSE ACCOUNT: 41540

AP.6.21.24 CHP 06/21/24
VISION INSURANCE PREMIUM

\$131.10

INVOICE AP.6.21.24 TOTAL: \$131.10

EXPENSE ACCOUNT 41540 TOTAL: \$131.10

EXPENSE ACCOUNT: 41550

AP.6.21.24 CHP 06/21/24
HEALTH INSURANCE PREMIUM

\$15,460.00

INVOICE AP.6.21.24 TOTAL: \$15,460.00

EXPENSE ACCOUNT 41550 TOTAL: \$15,460.00

EXPENSE ACCOUNT: 41560

AP.6.21.24 CRA 06/21/24
CRA

\$4,495.52

INVOICE AP.6.21.24 TOTAL: \$4,495.52

EXPENSE ACCOUNT 41560 TOTAL: \$4,495.52

EXPENSE ACCOUNT: 41570

AP.6.21.24 CHP 06/21/24
LIFE INSURANCE PREMIUM

\$201.60

INVOICE AP.6.21.24 TOTAL: \$201.60

EXPENSE ACCOUNT 41570 TOTAL: \$201.60

REPORT TOTAL: \$49,153.14

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 07/09/2024

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 06/21/2024

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 3

Item Title/Recommended Board Action:

Consider approval of Professional Services Agreement between Prowers County and E3 Consulting Services, LLC authorizing BOCC Chair Ron Cook to execute the Agreement.

Justification or Background:

Professional Services Agreement with E3 Consulting Service, LLC for Environmental and Permit Consultation services.

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!



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into as of June 21 2024 by and between E3 Consulting Services, LLC, a Washington limited liability company ("E3") and **Prowers County, Colorado** (the "Client") (E3 and the Client together, "Parties," and individually, each a "Party").

WHEREAS, the Client desires to engage the services of E3 on the terms and conditions set forth below; and

WHEREAS, E3 is willing to provide such services to the Client on the terms and conditions set forth below;

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein, E3 and the Client hereby agree as follows:

1. **Services.** E3 and Client agree that E3 will perform Environmental and Permitting Consulting Services as specified in Annex I ("Services").
2. **Independent Contractor.** In the performance of the Services, E3 is an independent contractor and shall not be considered an employee, agent or representative of the Client for any purpose. E3 shall not hold itself out as representing or acting in any manner for Client and shall have no authority to bind Client to any contract or in any other manner. Unless specifically identified in this Agreement, the Services performed by E3 under this Agreement are for the benefit of the Client only. Unless expressly provided herein, nothing contained in this Agreement shall create any duties or responsibilities on the part of E3 to any person or entity not a party to this Agreement.
3. **Authorized Representatives.** Client shall name an authorized representative at or before the start of the Services who shall be responsible for providing information, instructions, and approvals on Client's behalf. Such representative shall be available to E3 at all reasonable times. Client shall be responsible for all delays in performance of the Services caused by or arising out of Client's unavailability or its failure to provide information, instructions, or approvals in a timely manner.
4. **Fee for Services.** Fees for the Services provided by E3 are set forth in Annex II. Payment for the Services will be based on the actual hours spent to perform the Services plus reasonable expenses directly related to the Services.
5. **Terms of Payment.** Invoices shall be issued by E3 monthly. The Client must provide notice that all or a portion of an invoice is in dispute within thirty (30) days of the invoice date. Undisputed invoices not paid within thirty (30) days of delivery of the invoice may be carried forward to the next invoice date and will be subject to a carrying charge of 1.5 percent per month. If the Client fails to pay undisputed invoiced amounts thirty (30) days after delivery of the invoice and E3 has given Client notice of such failure, E3 shall have the right to suspend work and/or terminate this Agreement immediately. The right to terminate under the terms of this paragraph shall be in addition to all other legal, equitable, or contractual remedies available to E3. Client shall have no right of setoff against any billings of E3 for undisputed claims.
6. **Information Provided by Client.** Client shall provide or use commercially reasonable efforts to cause others to provide, to E3 in a timely manner any information E3 indicates is needed to perform the Services hereunder. E3 shall be entitled to rely on the accuracy and completeness of all information,

reports and data furnished by Client and its representatives regarding the project. E3 shall not be liable or responsible for any errors or omissions in the Services that may arise as a result of any inaccurate or incomplete information furnished or caused to be furnished by Client.

7. Confidentiality.

7.1 *Duty.* Each Party acknowledges and agrees that it shall hold in confidence all confidential or proprietary information, written or oral, furnished by the other Party or resulting from or coming to the knowledge of the Party in performing its obligations under this Agreement, including without limitation information relating to a Party's business, projects, operations, activities or affairs, whether of a technical or financial nature or otherwise (such as environmental assessment reports, financial information, business plans and proposals, ideas, concepts, trade secrets, know-how, processes, pricing of services or products, and other technical or business information) (collectively, "Confidential Information"); provided that it is reasonably designated as confidential or proprietary at the time of disclosure. The receiving party agrees that the disclosing party's Confidential Information (i) is the sole property of the disclosing party and shall be returned to the disclosing party at its request together with all copies in whatever form or medium (except any permanent files, if any, stored on computers or other electronic devices for archival purposes in the ordinary course of business – such files, if any, shall continue to be maintained in confidence in accordance with and for the duration set forth in this Article 7), (ii) shall not be used by the receiving party for any purpose whatsoever other than for the receiving party's performance of its obligations under this Agreement, and (iii) shall not, without the disclosing party's prior written consent, be disclosed to any person other than to the receiving party's employees, agents or subcontractors who have a need to know the Confidential Information or any part thereof and who are bound by the confidentiality obligations contained in this Article 7. This Section 7.1 will not be interpreted or construed to prohibit: any use or disclosure of Confidential Information which (a) is necessary or appropriate in connection with the receiving party's performance of its obligations or exercise of its rights under this Agreement; (b) is available in the public domain at the time of disclosure or thereafter enters the public domain through no improper action or inaction by the receiving party; (c) was in its possession or known by the receiving party prior to receipt from the disclosing party; (d) was rightfully disclosed to the receiving party by a third party without a confidentiality restriction; (e) is or was independently developed by the receiving party without reference to the Confidential Information of the disclosing party; or (f) is subject to disclosure as provided in Section 7.2.

7.2 *Disclosure.* If a Party or any of its employees, agents or subcontractors is requested in any legal proceeding or by applicable law (e.g., pursuant to applicable securities laws or legal process or under the Colorado Open Records Act) to disclose any of the other Party's Confidential Information, the Party shall to the extent legally permissible give the other Party prompt notice of such request so that the other Party may seek an appropriate protective order. If, in the absence of a protective order, the Party or any such employee, agent, or subcontractor is nonetheless legally compelled to disclose such Confidential Information, the Party or such employee, agent, or subcontractor may disclose such Confidential Information to the extent compelled to do so in such proceeding or by applicable law, without liability hereunder, and the Party or such employee, agent, or subcontractor shall reasonably cooperate with the other Party in its efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

7.3 *Term.* The confidentiality obligations of the Parties under this Article 7 shall survive and continue for a period of one (1) years following the termination, of this Agreement.

8. Changes/Amendments. This Agreement sets forth the entire agreement of the Parties, and all prior communications, understandings and commitments are superseded and merged herein. This Agreement, and once delivered and agreed, any Annex, may not be changed except by written amendment signed by both Parties in the form of Exhibit I. The schedule, level of effort and payment required to complete the Services, as E3 understands them, will be reflected herein and therein. Services not expressly set forth in

this Agreement or an Annex are excluded. E3 shall provide Client with regular reports regarding the progress on the project and any necessary changes to the Services. E3 shall promptly notify Client if changes to the Services affect the schedule, level of effort or fees owed E3, and E3 and Client shall negotiate in good faith to make any necessary adjustments. Client may request other services to be performed by E3 in connection with a project at any time and E3 shall deliver a new Annex, revised to show the changes in Services, schedule, costs or fees etc., if any. E3 reserves the right not to commence any new or adjusted Services on the basis of such revised Annex until mutually agreed and executed by the Parties.

9. Insurance. E3 shall maintain in effect at its own expense statutory workers' compensation insurance, professional liability insurance, commercial general liability insurance (bodily injury and property damage), and comprehensive automobile liability insurance (bodily injury and property damage) with respect to E3's employees and vehicles assigned to the prosecution of Services under this Agreement. Such insurance shall be maintained with recognized, reputable insurance companies reasonably acceptable to Client. Each policy noted above shall have a maximum aggregate or single occurrence limit, as appropriate, of not less than \$1,000,000. *If Client desires insurance coverage in addition to that carried by E3 at the time this Agreement is issued, E3 will cooperate to obtain such additional insurance, if available, at Client's expense.* E3 will provide certificates of insurance to Client.
10. Limitation of Liability. CLIENT EXPRESSLY AGREES TO LIMIT ANY AND ALL CLAIMS AND DAMAGES AGAINST E3 ARISING UNDER OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS ALLEGING NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, AND BREACH OF WARRANTY, FOR ALL LOSSES OF ANY KIND, INCLUDING ECONOMIC LOSS, TO AN AMOUNT NOT-TO-EXCEED THE TOTAL FEE PAID UNDER THIS AGREEMENT.

E3 SHALL NOT BE LIABLE FOR LOSS OR DAMAGE OCCASIONED BY DELAYS BEYOND E3'S CONTROL, OR FOR LOSS OF EARNINGS, LOSS OF USE, LOSS OF PRODUCTION, INCREASED COST OF OPERATION, OR INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED BY CLIENT OR OTHERS, HOWEVER CAUSED, AND WHETHER BASED ON CONTRACT, TORT, INDEMNITY, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR EXPRESS OR IMPLIED DUTIES OR OBLIGATIONS.
11. Indemnity.

E3 agrees to hold harmless the Client and any of its directors, officers, partners, agents and employees from and against all losses, damages, expenses, actions, proceedings, demands, costs and claims, including but not limited to reasonable attorneys' fees and legal expenses suffered by the Client, to the extent such loss, damage, expense or claim is the result of negligence or willful misconduct by E3 or its employees or agents.

Neither the Client nor E3 shall be obligated to indemnify the other Party in any manner whatsoever for the other Party's own negligence or for the negligence of others.
12. Performance by Contractors, Subcontractors and Suppliers of Client. E3 shall not be required to make exhaustive, extensive, or continuous on-site or off-site inspections of the project except to the extent that such inspections are expressly specified in the description of the scope of the Services to be undertaken by E3. No acceptance or approval by E3 of the work of contractors, subcontractors, or suppliers of Client, whether express or implied, shall relieve contractors, subcontractors or suppliers of their obligations to Client for the proper performance of their work.
13. Construction Means and Safety. Client hereby expressly agrees that E3 shall assume no responsibility for control or right of control over any contractor, subcontractor or supplier of Client, or their respective

agents, employees or others for whom they may be liable in connection with the means, methods, techniques, sequences, procedures and equipment used or not used by such contractors, subcontractors, or suppliers in their performance of any phase of their work, for placing into operation any plant or equipment, or for any safety precautions or programs related thereto except those hired or arranged by E3. Responsibility and control for all such activities not arranged by E3 shall be solely and exclusively that of Client, such contractors, subcontractors and suppliers.

14. Ownership of Documents. All designs, drawings, specifications, notes, data, samples, materials, reports and other work developed by E3 ("Work Products") are "instruments of service" and shall remain the property of E3 after the Services have been completed or terminated. The Work Products shall include a final report (the "Report"), and Client shall have the right to use, reproduce and distribute the Report to its affiliates and their respective affiliates, representatives and lenders (collectively, "Client Affiliates"), provided the Client and the Client Affiliates shall only use, reproduce and distribute: (i) complete copies of the Report in the final version delivered by E3; or (ii) excerpts of the Reports with a conspicuous statement that the distributed material is only an excerpt of the Report and a complete copy of the Report in final form is available for review. Client shall defend, indemnify and hold harmless E3 from all claims, losses, liabilities, damages, expenses, and costs arising out of the use of the Report in any manner other than in accordance with the terms of this paragraph.
15. Termination for Convenience. Client and E3 have the right at any time to terminate this Agreement by giving ten (10) days' written notice to the other Party. In the event of such termination, Client shall be responsible for payment of all E3's reasonable out of pocket costs, all of E3's expenses incurred or obligated at the date of termination, and all the Services performed by E3 through the date of termination.
16. Termination for Default. In the event either Party breaches or defaults its obligations under this Agreement or any Annex, the other Party may: (i) suspend performance or payment under this Agreement after giving written notice of its intention to do so ten (10) days prior to the date such suspension of performance or payment is to take effect, and/or (ii) terminate this Agreement after giving the other Party written notice specifying the breach/default and the failure of the other Party to cure such breach/default within ten (10) days following such written notice. Either Party may also terminate this Agreement by written notice to the other Party if an insolvency, receivership or bankruptcy proceeding is instituted in respect of such other Party and such involuntary proceeding is not abandoned or dismissed within sixty (60) days of institution, or if the other Party effects an assignment for the benefit of its creditors.
17. Non-Solicitation. N/A
18. Third-Party Beneficiaries. Nothing in this Agreement shall be interpreted or construed as giving any rights or benefits to anyone other than E3 and Client unless such third party has been expressly designated as a third-party beneficiary in this Agreement or any Annex.
19. Governing Law and Severability. This Agreement shall be governed by the laws of the State of Colorado, without regard to any choice of law doctrines. If any term, condition or provision of this Agreement or any Annex of the application thereof to any circumstances is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement or any Annex shall not be affected but shall instead remain valid and fully enforceable.
20. Dispute Resolution. In the event of any dispute arising between the Parties under this Agreement, either Party may deliver written notice to the other Party requesting that the Parties promptly enter into negotiations to resolve such dispute. Within ten (10) business days following such written request, each Party will then cause a senior officer to meet together to discuss such dispute at a mutually agreed upon time. If the dispute has not been resolved within thirty (30) days after the senior officers of the Parties

have first met, either Party may proceed to initiate litigation in accordance with Section 22.

21. Venue; Waiver of Jury Trial. Any suit, proceeding, or claim to enforce the provisions of this Agreement, to recover damages or for other relief for breach or default under this Agreement or otherwise arising under or by reason of this Agreement shall be brought in the federal or state courts located in Prowers County, Colorado. Each Party irrevocably consents and submits to the jurisdiction of and venue in such courts with regard to any such suits, proceedings or claims.
22. Standards of Performance. E3 undertakes to perform the Services specified in this Agreement with that degree of care, skill and diligence ordinarily exercised by professional consulting firms for services and projects and under circumstances similar to that contemplated by this Agreement, and to ensure that adequate personnel will be assigned for that purpose and that employees assigned to perform any Services under this Agreement will conduct themselves in a manner consistent therewith. If, during the performance of the specific scope of Services specified in any Annex, or within one (1) year following completion of that specific scope of Services, such Services shall prove to be faulty or defective by reason of a failure to meet the foregoing standards, E3 agrees that upon prompt written notification from Client prior to the expiration of such one-year period of any such fault or defect, such faulty or defective portion of the Services shall be redone at no cost to Client. THE WARRANTIES OF E3 AND THE REMEDIES OF CLIENT SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CLIENT HEREBY WAIVES, RELEASES AND DISCLAIMS, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF E3 AND ALL OTHER REMEDIES, RIGHTS AND CLAIMS OF CLIENT, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SERVICES AND ANY OTHER ITEMS OR INFORMATION SUBJECT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, REMEDY, CLAIM IN TORT, NOTWITHSTANDING ANY FAULT, NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY OF CLIENT (WHETHER ACTIVE, PASSIVE OR IMPUTED); AND (D) ANY OBLIGATION, LIABILITY, REMEDY, RIGHT OR CLAIM FOR INFRINGEMENT.
23. Opinions of Cost. E3 does not control the cost of labor, materials, equipment or services furnished by others, nor does it control pricing factors used by others to accommodate inflation or market conditions. E3's estimates of construction costs and operating expenses represent its best judgment as an experienced and qualified professional and are not a guarantee of cost.
24. No Waiver. The application of any provision of this Agreement may be waived by the Party entitled to the benefit thereof; provided, that such waiver must be in writing and no delay or failure on the part of any Party in exercising any rights under this Agreement, and no partial or single exercise thereof, shall constitute a waiver of any other rights under this Agreement.
25. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.
26. Interpretation. In the event the Parties hereto call on a court to interpret any provision in this Agreement, the Parties hereto agree that any ambiguity shall not be construed against a Party hereto simply because such Party may have drafted such provision, notwithstanding any legal presumptions to the contrary.
27. Survival. The provisions of this Agreement, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both Parties.

E3 Professional Services Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

PROWERS COUNTY, COLORADO

E3 CONSULTING SERVICES, LLC

By: _____

By: Ginger D. Elbaum

Name: _____

Name: GINGER D. ELBAUM

Title: _____

Title: MANAGING DIRECTOR

Date: _____

Date: 6/21/2024

Client Billing Information:

Name : _____

E-mail: _____

Mailing Address: _____

Phone #: _____

ANNEX I

ENVIRONMENTAL AND PERMITTING CONSULTING SCOPE OF SERVICES

The following is our understanding of the scope and procedure of the consulting work, which would generally follow the permitting process outlined in the Guidelines and Regulations for Areas and Activities of State Interest, County of Prowers, State of Colorado, adopted April 19, 2004, and most recently amended February 20, 2024. Our understanding is that:

- Once a developer submits a preliminary application, Prowers County will provide E3 with a copy of the application for review. E3 and Centennial Archaeology, as a subconsultant to E3, will review for completeness and provide an opinion on whether it contains adequate information to roll into the 30-day review period for preliminary applications.
- If the application is determined to be complete, E3 and Centennial Archaeology will then support a 30-day review period through discussion of the activities, impacts and mitigation measures proposed by the applicant. Findings and concerns will be discussed with the County staff and provided in a written letter or report.
- Once the applicant notifies the County of their intent to proceed with a final application, a meeting will be held to discuss and clarify the preliminary review and determine submission requirements for the final application. E3 is willing and able to attend meetings with the applicant as requested.
- Once the Final Application is submitted, E3 will support the County's determination of completeness and provide a full review and comments within 30 days after completeness is determined. Our deliverable would be a letter or a report summarizing our findings.
- E3 understands the County will organize, submit, and publish notice(s) for all the required public hearing(s) and we anticipate attending the hearings if requested.
- Our review will include compliance with Prowers County Zoning Regulations.

If risks are identified during review of a permit application, our approach is to identify additional information to fill in the gaps and request from the applicant. If the developer does not address the gaps to the County's satisfaction, we would support by researching the impacts and outcomes of similar projects, contacting state or federal regulatory agency personnel to answer specific questions.

The Scope of Work from the RFP is included, which is as follows:

- i. Review the preliminary applications submitted for permitting of projects pursuant to the County's 1041 Regulations, provide a written letter or report documenting additional information needed in the preliminary applications to meet the requirements of the County's 1041 Regulations, and participate in discussions related to these matters.
- ii. Review the final applications submitted for permitting of projects pursuant to the County's 1041 Regulations, provide a written letter or report documenting additional information needed in the final applications to meet the requirements of the County's 1041 Regulations, and participate in discussions related to these matters.
- iii. Provide research and guidance related to impacts each project will have within the project area and outside the project area on communities; schools; historic resources; archeological

resources; and the habitats of state/federal threatened or endangered fish, animals, birds, insects, and plant species; and participate in discussions related to these matters.

iv. Provide research and guidance related to hydrologic, atmospheric, geologic, pedologic, biotic, visual, and noise impacts from the project, and participate in discussions related to these matters.

v. Provide research and guidance related to environmental concerns and topics at the local, state and federal levels specific to renewable energy, and participate in discussions related to these matters.

vi. Provide information to Prowers County staff and the Permit Authority regarding the permits the applicant is expected to seek and obtain from Federal, State and local agencies and governments for the project, and participate in discussions related to these matters.

vii. Review and provide written comments of your analysis of studies provided by the applicant, and participate in discussions related to these matters.

viii. Review, provide written comments and participate in discussions regarding Prowers County's completeness review for applications submitted pursuant to Prowers County's 1041 Regulations.

ix. Participate, in person or virtually, in discussions with Prowers County staff and the Permit Authority to provide guidance related to matters to be included in the 1041 permit for the protection of Prowers County citizens and preservation of the resources in and around the project area.

x. Participate, in person or virtually, in public hearings related to the 1041 permit.

xi. Perform other duties within your area of expertise as assigned by Prowers County staff or the Permit Authority.

ANNEX II

PROFESSIONAL SERVICES AGREEMENT SERVICE RATE SCHEDULE FOR 2024

Service Labor Rates

The following hourly labor rates apply to the professional and technical staff assigned to this project. Charges for non-technical staff related to administration, filing, accounting and other similar activities are not reimbursable. These service rates are applicable to services performed during calendar year 2024 but are subject to change. Please note that all rates and costs are shown in U.S. Dollars.

Personnel	Role	Contact Information	Billable Rate (2024)
Carol Ho, PE	Project Manager	Carol.Ho@e3co.com E3 Consulting Services, LLC	\$345/h
Matthew Dannemann, PE	Lead Consultant	Matthew.Dannemann@e3co.com E3 Consulting Services, LLC	\$300/h
Subconsultants			
Kristin Gensmer	Principal Investigator	kgensmer@centennialarch.com Centennial Archaeology, LLC	\$240/h
Eva Garner	Historian	Centennial Archaeology, LLC	\$180/h

Travel and Service Expenses

Travel and living expenses will be billed actual cost. Mileage charges for use of personal automobiles will be at \$0.67/mile or the standard mileage deduction rate currently in effect as established by the Internal Revenue Service.

Expenses incurred in the performance of the services will be billed at reasonable and normal rates. Service expenses, such as: long distance telephone charges; reproduction costs; equipment purchase or rental; special software or publications; and materials will be billed at cost.

General Invoicing Procedure

Client will be invoiced for labor charges and expenses on a monthly basis unless otherwise described in the Professional Services Agreement. Invoices will include a summary of time charged by each individual and a summary of expenses. Copies of timesheets and expense vouchers will be provided upon request. Invoices are due and payable upon receipt. Interest will accrue on invoices not paid within thirty days in accordance with the Professional Services Agreement.

Form of Exhibit I to Annex I
Form of Change Order
for Professional Services Agreement between
E3 and Client
(Scope Phase ____)

Pursuant to the terms and conditions of the Professional Services Agreement (the "Agreement") executed as of _____ [date] by E3 Consulting Services, LLC a Washington limited liability company ("E3") and _____ (the "Client"), the Client hereby requests that E3 perform the following Services described herein in accordance with the Agreement, and the pricing terms and Scope of Services as set forth below:

1. Commencement Date of Services:
2. Estimated Completion Date of Services:
3. Scope of Services
4. Pricing Terms

IN WITNESS WHEREOF, the parties hereto have caused the Agreement and Annex to be modified as described herein and to be duly executed by their respective authorized officers as of the day and year written below.

E3 CONSULTING SERVICES, LLC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7-9-2024

Submitter: Marilyn Stuart, PAT'S

Submitted to the County Administration Office on: Email Poll 6-27-2024

Return Originals to: 1

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 6-27-2024 email poll approval of Ozone Season Transit Grant Award Letter and Agreement for Prowers Area Transit to CASTA to provide free fares for PAT riders from 7/1/2024 to 8/31/2024 and authorizing PAT Operations Manager Marilyn Stuart to execute said Award Letter and Agreement and to submit it to CASTA.

Justification or Background:

PAT has received this grant in the past and usually sees a 20% increase in ridership during the free months and then maintain that level of ridership for some time afterwards.

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

County: \$ 4,358.00

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on: 6-13-24

Additional Approvals (if required):

Ozone Season Transit Grant Award Letter and Agreement

June 21, 2024

Marilyn Stuart
200 E Hickory St
Lamar, Colorado 81052

Grant Number: 1082

Dear Marilyn,

Congratulations, Prowers Area Transit, hereafter known as subgrantee, has been awarded a grant through the Ozone Season Transit Grant Program in the amount of \$4,358.00 to be used toward providing Free Transit during Ozone Season. The Grantee is providing \$0.00 in matching funds for the project.

This Award Letter and Agreement, hereafter known as Agreement, outlines the terms and conditions of accepting the grant. Please read the Agreement carefully, sign, and return no later than June 28th, 2024.

Upon signing this Agreement, Grantee agrees to the following terms:

- Subgrantee will notify CASTA if there is any change in your ability to execute the terms of the grant;
- Subgrantee attests that it is committed to providing the new or expanded free services for at least thirty (30) days during the ozone season for the period of July 1, 2024 to August 31, 2024.
- Subgrantee will be held to the policies and procedure set forth in the 5.7 OZONE SEASON TRANSIT GRANT PROGRAM
- Grantee will utilize the grant funds for the purposes submitted in the grant application (attached) and only for activities that meet the Eligible Use of Grants Section 2 of CASTA Operating Procedure 5.7 OZONE SEASON TRANSIT GRANT PROGRAM and Colorado Revised Statutes Section 24-38.5-113 Ozone season transit grant program.

Congratulations again on receiving this grant. We look forward to working with you during this Ozone Season.

Sincerely,

Authorized Signature of Grantor: _____



CASTA Executive Director

Date: June 21, 2024

Authorized Signature of Grantee: _____



Agency Official

Date 6.28.24

Attachments:

- [Operating Procedure 5.7 OZONE SEASON TRANSIT GRANT PROGRAM](#)
- [Subgrantee Reimbursement Request Uniform Guidance](#)
- [Subgrantee Application](#)

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7-9-2024

Submitter: Rose F. Pugliese, LLC

Submitted to the County Administration Office on: 7-1-2024

Return Originals to:

Number of originals to return to Submitter:

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 7-1-2024 email poll approval authorizing County Attorney, Rose F. Pugliese, LLC to file a lawsuit in Prowers County, District Court to recover \$1,573.69 from Thomas Dunagan for unauthorized, unbudgeted and unappropriated expense outside of the Coroner's budget.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7-9-2024

Submitter: Meagan Hillman, PH Director

Submitted to the County Administration Office on: Email Poll 6-24-2024

Return Originals to: 1

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying June 24, 2024 email poll approval of SFY 2024-2025 Collaborative Management Memorandum of Understanding and authorizing Public Department Director, Meagan Hillman to sign as fiscal agent for Prowers County About F.A.C.E. IOG and also execute the agreement electronically.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

**COLLABORATIVE MANAGEMENT
MEMORANDUM OF UNDERSTANDING**

**PROWERS
SFY 2024-2025**

This Agreement is made between the following statutorily Mandated Partners and Non-Mandated Partners to the Collaborative Management Program, each of which may herein be referred to individually as a “Party” or collectively as the “Parties”:

MANDATED PARTNERS

1. **PROWERS COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES**, located at 1001 South Main Street, Lamar, CO 81052;
2. **FIFTEENTH JUDICIAL DISTRICT PROBATION DEPARTMENT**, located at 301 South Main Street, Suite 110, Lamar, CO 81052;
3. **FIFTEENTH JUDICIAL DISTRICT COURT**, located at 301 South Main Street, Suite 300, Lamar, CO 81052;
4. **PROWERS COUNTY PUBLIC HEALTH & ENVIRONMENT**, located at 1001 South Main Street, Lamar, CO 81052;
5. **PROWERS COUNTY SCHOOL DISTRICT RE-2, LAMAR SCHOOL DISTRICT**, located at 210 West Pearl Street, Lamar, CO 81052;
6. **VALLEY-WIDE HEALTH SYSTEMS, INC., COMPREHENSIVE BEHAVIORAL HEALTH SAFETY NET PROVIDER**, located at 128 Market Street, Alamosa, CO 81101;
7. **BEHAVIORAL HEALTH ORGANIZATION (“BHO”) or REGIONAL ACCOUNTABLE ENTITY (“RAE”)**, called **HEALTH COLORADO, INC.**, located at 1740 Eagleridge Blvd., Suite 110, Pueblo, CO 81008;
8. **DIVISION OF YOUTH SERVICES (“DYS”)**, located at 2864 S. Circle Drive, Suite 300, Colorado Springs, CO 80906;
9. **DESIGNATED MANAGED SERVICE ORGANIZATION FOR THE PROVISION OF TREATMENT SERVICES FOR ALCOHOL AND DRUG ABUSE PURSUANT TO SECTION 27-80-107, C.R.S. (“MSO”)**, called **SIGNAL BEHAVIORAL HEALTH NETWORK** located at 6130 Greenwood Plaza Blvd., Suite 150, Greenwood Village, CO 80111;
10. **COMMUNITY DOMESTIC VIOLENCE PROGRAM PURSUANT TO 26-7.5-104 C.R.S. IF REPRESENTATION FROM SUCH PROGRAM IS AVAILABLE**, called **DOMESTIC SAFETY RESOURCE CENTER** located at P.O. Box 953, Lamar CO 81052.

**COLLABORATIVE MANAGEMENT
MEMORANDUM OF UNDERSTANDING**

**PROWERS
SFY 2024-2025**

NON-MANDATED PARTNERS

- 11. FIFTEENTH JUDICIAL DISTRICT COLORADO YOUTH DETENTION CONTINUUM (“CYDC”)**, located at 301 South Main Street, Suite 110, Lamar, CO 81052;
- 12. SAFECARE COLORADO (“SafeCare”)**, located at 201 Kendall Drive, Lamar, CO 81052;
- 13. FAMILY REPRESENTATIVE, SHARON MAUCH**, located at 34140 County Road 9, Lamar, CO 81052;
- 14. ROOTS & WINGS FOR CHILDREN, Early Childhood Council**, located at 1001 S. Mains Street, Lamar, CO 81052; and,
- 15. THE CORNERSTONE RESOURCE CENTER, Family Resource Center**, located at 111 West Parmenter Street, Lamar, CO 81052.

****All non-mandated signing partners are voting members of the IOG.***

WHEREAS, Colorado Revised Statutes (C.R.S.) Section 24-1.9-102(1)(a) authorizes the county department of human services/social services to enter memorandums of understanding with specific agencies for the purpose of promoting a collaborative system of local-level interagency oversight groups and individualized service and support teams to coordinate and manage the provision of services to children and families who would benefit from integrated multi-agency services; and

WHEREAS, the undersigned desire to enter into an agreement for the collaboration of services to families and children who would benefit from integrated multi-agency services; and

WHEREAS, the undersigned agencies include all of the agencies required by statute.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, and for their mutual benefit, the Parties agree as follows:

Term of the Agreement. This Memorandum of Understanding (MOU) shall be effective beginning July 1st, 2024 and shall expire June 30th, 2025.

Renewal of MOU. The Parties may renew this MOU annually, subject to mutual agreement. Each Party reserves the right to elect not to renew the MOU after the expiration of the current term. If any Party intends not to renew the MOU, it should give notice of such intent at least thirty (30) days prior to the expiration of the Agreement.

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

**PROWERS
SFY 2024-2025**

I. Oversight Group. The Parties agree that there is hereby created an Interagency Oversight Group (IOG) as authorized by C.R.S 24-1.9-102, that is identified locally as *Prowers County About F.A.C.E. IOG*, whose membership shall be comprised of a local representative of each Party to this MOU. Membership requirements, the status of each Party as a voting member or advisory member, procedures for election of officers, procedures for resolving disputes, and procedures for the development of subcommittee groups can be found in the By-Laws/Procedure Guide (“By-Laws” or “Guide”) attached hereto as a labeled Appendix A. By signing this MOU, the Parties agree to follow and review these by-laws annually to ensure all statutory and rule mandates are met. Any changes to the by-laws are considered a revision to the MOU and shall require new submission to the State with new signatures of all mandated and non-mandated partners.

II. Target Population. In recognition of the goals of the Collaborative Management Program (CMP), children, youth, and families across systems are identified and served according to their contact with collaborative programs. The CMP target population consists of at-risk children and youth ages birth through twenty-one (21) years of age and their families who would benefit from a multi-system integrated service plan or multisystem approach. An Individualized Service and Support Team (ISST) includes two (2) or more system representatives that are present to assist a child/youth/family with developing an integrated service plan directed by family needs. The ISST identifies goals and facilitates collaboration and is a family-driven model for service planning. The child/youth/family members are present at and participating in the development of their plan. *Prowers County About F.A.C.E. IOG* serves their target population(s) directly through an ISST(s) called: *Family Resource Meetings; Family Engagement Meetings; and Truancy ISST Meetings.*

Prowers County About F.A.C.E. IOG may also serve children, youth, and families within their communities through the Collaborative Management Program by providing multi-system prevention program(s). The target population for these prevention programs consists of at-risk children and youth ages birth through twenty-one (21) years of age and their families who would benefit from a multisystem approach. A multisystem prevention program must include two (2) or more system representatives that establish a program that facilitates collaboration and address needs not currently provided within the community. *Multi-system Prevention Program(s) named: Circle of Parents, Crank it Up – Youth Bike Shop; and, Teen Truth – Principal’s Council on School Culture.*

III. Services. As authorized by Section 12 CCR 2509-4-7.303.32(A), Counties may elect to participate in CMP by entering a Memorandum of Understanding (MOU) that is designed to promote a collaborative system to coordinate and manage the provision of services to children, youth, and families who would benefit from an integrated multi-system approach to service and service delivery. The Parties agree to provide the following specific services, subject to the availability of funds for which the collaborative has authority as specified below.

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

**PROWERS
SFY 2024-2025**

Services Defined:

- The CMP's ISST is called *Family Resource Meeting*. It functions as an integrated service planning model with specific policies and procedures recorded in the attached Appendix B.
- The CMP's ISST is called *Family Engagement Meeting*. It functions as an integrated service planning model with specific policies and procedures recorded in the attached Appendix B.
- The CMP's ISST is called *Truancy ISST Meeting*. It functions as an integrated service planning model with specific policies and procedures recorded in the attached Appendix B.
- The CMP provides a prevention program through *Circle of Parents* prevention program. The description is attached as a labeled Appendix C. Prevention programs are mandated to meet one of the following: 1) multi-systemic approach; 2) multiple disciplines involved in the development or enhancement of the program; 3) multiple agencies involved in the delivery of the services; 4) program developed to reduce bifurcated services; or 5) joint approach benefiting children, youth and or families.
- The CMP provides a prevention program through *Crank it Up – Youth Bike Shop* prevention program. The description is attached as a labeled Appendix C. Prevention programs are mandated to meet one of the following: 1) multi-systemic approach; 2) multiple disciplines involved in the development or enhancement of the program; 3) multiple agencies involved in the delivery of the services; 4) program developed to reduce bifurcated services; or 5) joint approach benefiting children, youth and or families.
- The CMP provides a prevention program through *Teen Truth – Principal's Council on School Culture* prevention program. The description is attached as a labeled Appendix C. Prevention programs are mandated to meet one of the following: 1) multi-systemic approach; 2) multiple disciplines involved in the development or enhancement of the program; 3) multiple agencies involved in the delivery of the services; 4) program developed to reduce bifurcated services; or 5) joint approach benefiting children, youth and or families.

IV. Authorization to Contribute Resources and Funding. Each Party represents that it has the authority to approve the contribution of time, resources, and funding to solve problems identified by *Prowers County About F.A.C.E. IOG* to create a seamless, collaborative system of delivering

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

**PROWERS
SFY 2024-2025**

multi-agency services to children and families. The resources and funding to be contributed are identified in Section V: Funding Sources.

V. Funding Sources. Funding identified in this MOU may be a carryover from previous funding or savings, additional funding provided to the CMP program or any funds directed towards CMP. Additional funding may become available during the term of this MOU and the Parties agree to comply with any terms, conditions and restrictions on the funding made available to them. The Parties agree to financial risk sharing where commitments to support programs exceed the remaining monies available. The fiscal agent for *Prowers County About F.A.C.E. IOG* is PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES (defaults to County Human Services/Social Service Departments) and by signing here Lanie Meyers-Mireles (Lanie Meyers-Mireles, Director of Prowers County Department of Human Services, signature of fiscal agent) agrees to assume financial risk. The financial risk defaults to the fiscal agent unless otherwise stated here N/A. For this reason, *Prowers County About F.A.C.E. IOG* projects a conservative budget based on currently available resources.

Table of Resource Pooling SFY 2024-2025		
CMP Carry Over/Reserve Funds	\$ 209,000 (est.)	
Party	IN-KIND	CASH
1. COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES	\$ 50,0000	\$
2. JUDICIAL DISTRICT PROBATION DEPARTMENT	\$ 1,500	\$
3. JUDICIAL DISTRICT COURT	\$ 1,000	\$
4. HEALTH DEPARTMENT	\$ 12,500	\$
5. SCHOOL DISTRICT(S)	\$ 10,500	\$
6. COMPREHENSIVE BEHAVIORAL HEALTH SAFETY NET PROVIDER	\$ 10,000	\$
7. BEHAVIORAL HEALTH ORGANIZATION ("BHO") or REGIONAL ACCOUNTABLE ENTITY ("RAE")	\$ 1,500	\$
8. DIVISION OF YOUTH SERVICES ("DYS")	\$ 630	\$

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

**PROWERS
SFY 2024-2025**

9. DESIGNATED MANAGED SERVICE ORGANIZATION FOR THE PROVISION OF TREATMENT SERVICES FOR ALCOHOL AND DRUG ABUSE PURSUANT TO SECTION 27-80-107, C.R.S. ("MSO")	\$ 1,500	\$
10. COMMUNITY DOMESTIC VIOLENCE PROGRAM PURSUANT TO 26-7.5-104, C.R.S. ("DVP")	\$ 15,000	\$
11. COLORADO YOUTH DETENTION CONTINUUM (CYDC)	\$ 3,500	\$
12. SAFECARE COLORADO	\$ 2,500	\$
13. FAMILY REPRESENTATIVE	\$ 2,000	\$
14. ROOTS & WINGS FOR CHILDREN	\$ 2,000	\$
15. THE CORNERSTONE RESOURCE CENTER	\$ 5,000	\$
TOTALS	\$ 119,130	\$

Approximate total contribution = \$ 328,130

VI. Reinvestment of Funds Saved.

Prowers County About F.A.C.E. IOG has established a procedure to allow funds received by the CDHS, and allocated pursuant to CRS 24-1.9-104, to be reinvested by the Parties to provide appropriate services to children and families who would benefit from multi-agency services has been approved by the head or director of each Party, as documented in the By-Laws/Guide at *Section XIV of the By-Laws*.

The Parties agree by signing this MOU that the *Prowers County About F.A.C.E. IOG* will review the CMP budget regularly to ensure that CMP funds are being used to serve children, youth and families that are involved in multiple systems or at risk of involvement in multiple systems. This includes funds being used to serve children, youth and families who are part of an ISST, CMP prevention program or as a mechanism to increase collaboration among Parties.

VII. Collaborative Management Processes. Pursuant to section 24-1.9-102(2)(e), C.R.S., *Prowers County About F.A.C.E. IOG* has established a collaborative management process addressing risk sharing, resource pooling, performance expectations, outcome monitoring, and staff training. This management process shall be utilized by the ISSTs and CMP Prevention Programs when providing services to children and families serviced by the parties to this MOU, designed to reduce duplication and fragmentation of services, increase the quality, appropriateness, and effectiveness of services delivered to families, and encourage cost sharing among services

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

**PROWERS
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providers. All of which can be found in the By-laws/Procedure Guide attached as *Appendix A*. By signing this MOU, the Parties agree to follow and review these by-laws annually to ensure all statutory and rule mandates are met.

VIII. Collaborative Management Program Elements.

Pursuant to section 24-1.9-102(2)(e), the parties agree to implement collaborative management processes (VII) in order to:

- A. Reduce duplication and eliminate fragmentation of services provided to children, youth and families who would benefit from integrated multi-agency services. The Parties will reduce duplication and fragmentation of services by: *initiating, coordinating and participating in ISST family meetings with collaborative partners to work together with the family to identify and define services to enhance the child's safety, permanency, and well-being, and to address the barriers to accessing identified services/supports.*
- B. Increase the quality, appropriateness, and effectiveness of services delivered to children and families who would benefit from multi-agency services, to achieve better outcomes; the Parties will increase the quality, appropriateness, and effectiveness of services delivered through: *participation in ISSTs, resource pooling, outcome monitoring, engaging in continuous quality improvement activities, and through the collaboration efforts of each agency involved in this collaborative project.*
- C. Encourage cost sharing among service providers. The Parties will encourage cost sharing through: *the execution of this MOU, through regular IOG meetings including program and resource discussions; through strategic planning efforts, and within the family ISST meetings to assure children, youth and families are receiving necessary services.*

IX. Process Measures.

Please select all the process measures that the CMP site will attempt to achieve. Each CMP site must select at least three (3).

- ☒ IOG meeting attendance (all partners signing MOU attending 75% of the time at 75% of scheduled meetings);
- ☒ Family agency or member participation on the IOG as a voting member;
- ☒ Seventy-five (75%) percent of the agencies contribute resources at a service level, either in-kind or actual funds;
- ☒ Use of Evidence Based or Evidence Informed practices;
- ☒ Process of Continuous Quality Improvement used by the IOG;
- ☐ Evidence of cost-sharing
 - ☐ *Insert description of how evidence of cost sharing will be demonstrated*

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

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X. Data.

The Parties agree to use either the State-provided Efforts to Outcomes (ETO) database and/or the Comprehensive Child Welfare Information System (CCWIS)/Trails for data collection for CMP-served clients. ETO shall be used for non-child welfare children, youth, and families to track participation. Trails or CCWIS databases shall be used for all Child Welfare CMP-served children, youth, and families.

The Parties agree by signing this MOU that the attestation statement shall be completed and the Parties shall comply with [Operational Memo OM-DCP-2024-0001](#). The CMP site is responsible for ensuring there is no duplication of clients entered into ETO and/or Trails. Duplication is defined as a child, youth, or family that is counted twice for the same ISST meeting or prevention program and recorded in one (1) or more CMP data system(s). A child, youth or family may be counted for multiple service episodes supported by several multi-system partnerships.

An outcome must be determined and documented for each client supported by an Individualized Service and Support Team (ISST). The CMP State Steering Committee establishes the outcomes and measurements for each CMP site to choose from.

XI. Confidentiality Compliance. The Parties agree that State and Federal law concerning confidentiality shall be followed by the Parties and *Prowers County About F.A.C.E. IOG*. Any records used or developed by *Prowers County About F.A.C.E. IOG*, its members, a listed ISST, or a listed Prevention Program that relate to a particular person are to be kept confidential and may not be released to any other person or agency, except as provided by law. The Parties have developed a release of information that addresses the confidentiality needs of all Parties attached as an [Appendix D](#).

XII. Termination of MOU. The Parties acknowledge that withdrawal from this MOU of any Mandated Party shall result in the automatic termination of this Agreement and termination of the collaborative system of delivery of services developed hereunder. The withdrawing Party shall assist the other Parties to achieve an orderly dissolution of the collaborative system with as little disruption as possible in the delivery of services provided to children and families who would benefit from multi-agency services.

- A. Withdrawal/Termination.** Any Party may withdraw from this Agreement at any time by providing 30 days written notice to all other Parties.
- B. For Loss of Funds.** Any Party may withdraw from this Agreement or modify the level of its commitment of services and resources hereunder, in the event of loss or reduction of resources from its funding source identified herein. Any Party withdrawing due to loss of funds will provide notice of withdrawal in writing within 30 days.
- C. Distribution of Funds.** The Parties have established a collaborative management process addressing the distribution of funds if the MOU is terminated as further described in the by-laws/procedure guide. *Section XV of the By-Laws*.

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

**PROWERS
SFY 2024-2025**

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives have executed this Memorandum of Understanding and commit to all elements described above, effective for the dates written above. (Please note scanned and electronic signatures, with an attached digital receipt, are acceptable).

Interagency Oversight Group Members

MANDATED PARTNERS

1. COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES

Name and Title: **Lanie Meyers-Mireles, Director**

Agency: **Prowers County Department of Human Services**

Address: **1001 South Main Street**

City/State/Zip: **Lamar, CO 81052**

Phone: **719-336-7486**

Email: dssdirector@prowerscountv.net

Signature: DocuSigned by:

Lanie Meyers-Mireles

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2. JUDICIAL DISTRICT PROBATION DEPARTMENT

Name and Title: **Byron N. Hall, Chief Probation Officer**

Agency: **15th Judicial Probation Department**

Address: **301 South Main Street, Suite 110**

City/State/Zip: **Lamar, CO 81052**

Phone: **719-336-8310**

Email: bvron.hall@judicial.state.co.us

Signature: DocuSigned by:

Byron N. Hall

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3. JUDICIAL DISTRICT COURTS

Name and Title: **Mike Davidson, 15th Judicial District Chief Judge**

Agency: **15th Judicial District**

Address: **301 South Main Street, Suite 300**

City/State/Zip: **Lamar, CO 81052**

Contact Person/Proxy: **Byron N. Hall**

Phone: **719-336-7424**

Email: mike.davidson@judicial.state.co.us

Signature: DocuSigned by:

Hon. Michael Davidson

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4. HEALTH DEPARTMENT

Name and Title: **Meagan Hillman, Director**

Agency: **Prowers County Department of Public Health & Environment**

Address: **1001 South Main Street**

City/State/Zip: **Lamar, CO 81052**

Contact Person/Proxy: **Paige England**

Phone: **719-336-8721**

Email: mhillman@prowerscountv.net

Signature: DocuSigned by:

Meagan Hillman

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COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

**PROWERS
SFY 2024-2025**

5. SCHOOL DISTRICT – LAMAR

Name and Title: **Chad Krug, Superintendent**
Agency: **Lamar School District Re-2**
Address: **210 West Pearl Street**
City/State/Zip: **Lamar, CO 81052**
Phone: **719-336-3251**

Email: chad.krug@lamarschools.org

Signature: 
DocuSigned by:
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6. COMPREHENSIVE BEHAVIORAL HEALTH SAFETY NET PROVIDER

Name and Title: **Jania Arnoldi, President & Chief Executive Officer, Administrative Services**
Agency: **Valley -Wide Health Systems, Inc.**
Address: **128 Market Street**
City/State/Zip: **Alamosa, CO 81101**
Contact Person/Proxy: **Kailey Meardon**
Phone: **719-587-1001**

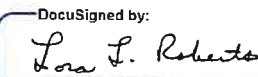
Email: ArnoldiJ@valley-widehealth.org
MeardonK@valley-widehealth.org

Signature: 
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7. BEHAVIORAL HEALTH ORGANIZATION/REGIONAL ACCOUNTABLE ENTITY

Name and Title: **Lori Roberts, Chief Executive Officer**
Agency: **Health Colorado, Inc.**
Address: **1740 Eagleridge Blvd.**
City/State/Zip: **Pueblo, CO 81008**
Contact Person/Proxy: **Chesley Sterling**
Phone: **303-877-5670**


Email: lori@healthcolorado.health
chesley@healthcolorado.health

Signature: 
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8. DIVISION OF YOUTH SERVICES

Name and Title: **Kelly Crittenden, Southern Region Acting Lead**
Agency: **Division of Youth Services – Southern Region**
Address: **2864 S. Circle Drive, Suite 300**
City/State/Zip: **Colorado Springs, CO 80906**
Contact Person/Proxy: **Ivett Ruiz**
Phone: **719-433-2015**

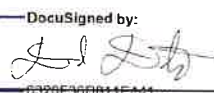
Email: kelly.crittenden@state.co.us
ivett.ruiz@state.co.us

Signature: 
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9. MANAGED SERVICE ORGANIZATION

Name and Title: **Daniel Darting, Chief Executive Officer**
Agency: **Signal Behavioral Health Network**
Address: **6130 Greenwood Plaza Blvd., Suite 150**
City/State/Zip: **Greenwood Village, CO 80111**
Contact Person/Proxy: **Troy Bowman**
Phone: **720-645-2074**

Email: ddarting@signalbhn.org
tbowman@signalbhn.org

Signature: 
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COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

**PROWERS
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10. DOMESTIC ABUSE PROGRAM

Name and Title: **Jennifer Navarrette, Director**

Agency: **Domestic Safety Resource Center**

Address: **P.O. Box 953**

City/State/Zip: **Lamar, CO 81052**

Phone: **719-336-4357**

Email: jnavarrette@domesticsafety.org

Signature:

DocuSigned by:

Jenny Navarrette

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NON-MANDATED PARTNERS

11. COLORADO YOUTH DETENTION CONTINUUM ("CYDC")

Name and Title: **Nancy Chavarria, Coordinator**

Agency: **Fifteenth Judicial District – CYDC**

Address: **301 South Main Street, Suite 110**

City/State/Zip: **Lamar, CO 81052**

Phone: **719-336-8318**

Email: nancy.chavarria@judicial.state.co.us

Signature:

DocuSigned by:

Nancy Chavarria

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12. SAFECARE COLORADO

Name and Title: **Tyann Conley, Supervisor**

Agency: **SafeCare Colorado**

Address: **201 Kendall Drive**

City/State/Zip: **Lamar, CO 81052**

Phone: **719-336-0261**

Email: tyann.conley@highplainschc.net

Signature:

DocuSigned by:

Tyann Conley

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13. FAMILY REPRESENTATIVE

Name and Title: **Sharon Mauch**

Address: **34140 County Road 9**

City/State/Zip: **Lamar, CO 81052**

Phone: **719-336-7239**

Email: sharon.mauch2@gmail.com

Signature:

DocuSigned by:

Sharon Mauch

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14. ROOTS & WINGS FOR CHILDREN

Name and Title: **Courtney Holt Rogers, Council Coordinator**

Agency: **Root & Wings for Children, Early Childhood Council**

Address: **1001 South Main Street**

City/State/Zip: **Lamar, CO 81052**

Phone: **719-336-7486**

Email: cholt@prowerscounty.net

Signature:

DocuSigned by:

Courtney Holt-Rogers

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COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING	PROWERS SFY 2024-2025
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15. THE CORNERSTONE RESOURCE CENTER	
Name and Title: Rosie Gomez, Executive Director	
Agency: The Cornerstone Resource Center	
Address: 111 West Parmenter Street	
City/State/Zip: Lamar, CO 81052	
Proxy: Ruby Roman	
Phone: 719-691-6089	Email: <u>rosie@cornerstoneco.org</u>
Signature: <div><div>DocuSigned by:</div><div><i>Rosie Gomez</i></div><div>2C2962B7D155472</div></div>	

APPENDIX A:
ABOUT F.A.C.E. INTERAGENCY OVERSIGHT GROUP BY-LAWS

ABOUT F.A.C.E. IOG

Baca, Cheyenne, Kiowa, and Prowers Counties

BY-LAWS SFY24-25

**ABOUT F.A.C.E. COLLABORATIVE MANAGEMENT PROGRAM
INTERAGENCY OVERSIGHT GROUPS
BY-LAWS**

For the Counties of Baca, Cheyenne, Kiowa, and Prowers

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**ABOUT F.A.C.E. COLLABORATIVE MANAGEMENT PROGRAM
INTERAGENCY OVERSIGHT GROUP
BY-LAWS**

For the Counties of Baca, Cheyenne, Kiowa, and Prowers

I. NAME

The name of each county Collaborative Management Program (CMP) shall be called the About F.A.C.E. (Families and Communities Engaged) Collaborative Management Program (CMP) and Interagency Oversight Group (IOG) for each county being served. The About F.A.C.E. Collaborative Management Program and Interagency Oversight Groups are alternately referred to throughout this document, in general, as the “About F.A.C.E. IOG(s)” or “IOG”. These by-laws are developed and adopted for the: Baca County IOG, Cheyenne County IOG, Kiowa County IOG, and Prowers County IOG – four (4) distinct and independent counties and CMPs of the Fifteenth Judicial District for the State of Colorado.

II. MISSION

The mission of the About F.A.C.E Collaborative Management Programs are to:

Develop and maintain four (4) distinct county collaborative management programs to promote the welfare of children and families, in their respective county, through *the development of sustainable partnerships that provide integrated, quality services that are individualized, strength-based, family centered, trauma informed and trauma responsive, equitable, inclusive, and culturally sensitive.*

III. PURPOSE

To establish and maintain a collaborative approach to the delivery of services to increase the quality, appropriateness and effectiveness of services and achieve better outcomes; and, to comply with C.R.S. Section 24-1.9-101-104 (HB 1451), as amended, titled “Collaborative Management of Multi-Agency Services Provided to Children and Families.”

To address risk-sharing, resource-pooling, performance expectations, outcome monitoring and staff training; to develop cost-sharing protocols among service providers; and to oversee the spending of CMP funds, budget, and pooled funds.

To reduce duplication and eliminate fragmentation of services provided to children and families through facilitating and promoting the use and integration of Individualized Service and Support Teams (ISST) to coordinate the provision of services to multi-agency

served children and families, allowing the organizations providing treatment and services to provide appropriate services to children and families through consolidated resources.

- A. Risk Sharing – Legal and Financial. The four (4) county About F.A.C.E. IOGs have arranged to have the business operations of the partnership and employment of the Coordinator managed through an outside fiscal agent designated as, Kiowa County Public Health. This fiscal agent provides protection against financial and practice liability in the following ways: the IOG has agreed on the process for addressing risk sharing to include understanding and identifying risks, exercising due diligence, encouraging open and honest communication, welcoming requests for support, proposing recommendations, determining appropriate actions (as feasible or required by statute), and monitoring outcomes. Each mandated party to the MOUs agrees to maintain insurance or self-insurance throughout the term of the MOU(s) and to assume the risk as determined by their agency for their services and the employees under their supervision. Further, each mandated party agrees to be solely responsible for liability incurred as a result of participation in their IOG(s) based on their own actions or the actions of their employees or other persons under their supervision. No party shall be responsible for liability incurred based on the actions of another party or of persons employed or supervised by another party. All contracted service providers shall meet their supervising agency requirements, and to the extent possible annually sign a state/county approved contract that outlines an indemnity agreement, confidentiality commitments, a HIPAA compliance addendum, cyber-security, and immigration compliance requirements.

In addition, the IOGs have established risk sharing to mean that decisions by their IOG will not negatively impact a partner agency to the agreement. The IOG has delegated decision making for target populations to the local agencies as identified in an ISST meeting or other routine agency processes. The IOG does not make any case or family specific decisions, therefore *legal risk* is held by the decision making agencies. *Financial risk* is held by each individual agency, except for funds controlled by the IOG. If there is a budgeting error in funding, the IOG will develop a plan to address the budgeting error.

- B. Resource Pooling. Each mandated partner to the IOGs, and signor to the Memorandum of Understandings (MOUs), represents that they have the authority to approve the contribution of time, resources, and funding to solve problems identified by the IOG in order to create a seamless, collaborative system of delivering multi-agency services to children, youth and families. Any partnering agency can select to share/contribute any financial or non-financial resources (office space, volunteers, etc.) toward any About F.A.C.E. collaborative program or service. All signing agency partners of the MOU's are encouraged to work together to improve outcomes for children, youth and families through resource sharing.

- C. Performance Expectations. The IOGs were formed to address the need for a collaborative approach between the partnering agencies to increase the quality, appropriateness, and effectiveness of services delivered to children, youth and families living within each county. Each separate county will keep data on the number of children and families served and will report at monthly IOG meetings. Each county agrees to provide the Coordinator with necessary data, as requested throughout the year, in order to complete necessary reports for the IOG. Any challenges or barriers to meeting any expectations by an IOG partner will be addressed by the respective county or agency and the Coordinator with solutions presented to the respective IOG to resolve.
- D. Outcome Monitoring. The IOG has agreed on the process for outcome monitoring to include quarterly/bi-annual reviews of the About F.A.C.E. Program including county program updates shared at regular IOG meeting. Additionally, Continuous Quality Improvements (CQI) will occur at least once annually with a formal Strategic Planning Meeting, and throughout the year as changes and improvements are deemed necessary for the program.
- E. Staff Training. When new individuals or partners join an IOG, the Coordinator will provide program information, By-Laws, MOU's, Colorado Revised Statute for CMP, Social Services Rules for CMP, and review the roles and responsibilities of the new partner. IOG partners who have alternative representatives from their organizations attend any program meetings, that partner will be responsible for ensuring their representatives understand their responsibilities, roles and expectations. The Coordinator and any other IOG partner may attend or provide trainings to support the mission of the IOGs.

IV. COUNTY INTERAGENCY OVERSIGHT GROUP RESPONSIBILITIES

About F.A.C.E. is comprised of four (4) individual county IOGs. In collaboration with the Coordinator, each county will annually:

- a. Define and submit a unique Memorandum of Understanding.
- b. Receive county specific and separate CMP Funds from the state.
- c. Contribute an agreed upon amount of CMP Funds as pooled resources to support the program Coordinator and an Operations Budget.

V. PARTNERSHIP

- A. Mandated Partners & Voting Partners. Mandated Partners of the IOG shall consist of the mandatory HB-1451 partners, specifically identified and listed in the annual MOU's for each county. Mandated Partners are voting partners. A non-mandated partner who is identified in the county MOU and is a signing partner to the county MOU is a voting member. All signing partners to a county's MOU are voting partners

for that county IOG. The IOG Coordinator will keep an up-to-date roster of all voting partners. All IOG decisions are made by a majority vote, or by consensus, where a quorum is established.

B. Non-mandated Partners. To become a Non-mandated Partner of an IOG, an agency representative must:

- a. Attend greater than 75% of all county IOG meetings one (1) year prior to their request for partnership;
- b. Provide a Letter of Interest to the respective IOG addressing how partnership with the county IOG is a mutually beneficial partnership; and
- c. Attend greater than 75% of all county IOG meetings as a signing and voting member of the respective county IOG.

The respective county IOG will vote on the applicant's membership at a regular meeting of the IOG where quorum has been established. Non-mandated partner membership decisions require a majority vote at an official meeting of the IOG. Non-mandated partnership is subject to review by the IOG annually, on or about the month of April, prior to the beginning of the next fiscal year. A non-mandated IOG partner may resign at any time by providing a written notice to the Chair.

C. Advisory Partners. The IOG may include advisory, non-voting, community partners who are invited to regularly attend IOG meetings. As an Advisory Partner, the agency is not listed in the MOU but is a valuable resource to the work of the IOG. Advisory Partners may participate in IOG and ISST meetings, receive email correspondence, share in topic discussions, and will be a part of conversations working towards consensus. However, when an official vote is called, Advisory Partners are not eligible to vote. Regular attendance is not required of an Advisory Partner but is strongly encouraged as their input and insight is important to the process of collaboration and serving the families of their community.

D. Partner Duties & Responsibilities. Partner responsibilities apply to mandated voting partners, approved non-mandatory voting partners, and non-voting advisory partners. All members of the IOG shall perform his or her duties, including the duties as a member of any subcommittee upon which the member may serve, with care and in good faith, supporting the mission, goals, and objectives of the IOG. Duties of an IOG partner shall include at a minimum:

- a. Attending and actively participating in meetings or assigning an Authorized Representative, Proxy, to attend and represent their agency;
- b. Comply with C.R.S. Section 24-1.9-101-104 (HB 1451), including the Memorandum of Understanding(s); and
- c. Be informed of, provide input and insight to, and vote on all matters coming before the respective IOG, including the election of officers.

VI. OPERATIONS FISCAL AGENT

Through an Intergovernmental Agreement (IGA), the Operations Fiscal Agent and Employer of the CMP Coordinator for the IOGs shall be Kiowa County Public Health. All counties have agreed to the terms and conditions outlined in the agreement titled, "Kiowa County Public Health Intergovernmental Agreement for the Provision of the About Families and Communities Engaged for Baca, Cheyenne, Kiowa and Prowers County" and the contract will be renewed annually.

VII. ELECTION OF OFFICERS

The IOGs shall elect from among their members by majority vote, a Chair, Vice-Chair, and Secretary. The office of Treasurer will default to the county fiscal agents, DHS/DSS Directors as designated in the annual Memorandums of Understanding, along with a Treasurer for the Operations Budget which will default to a representative of Kiowa County Public Health, the Operations Fiscal Agent. Officers will be elected at the last meeting of the state fiscal year, on or about the month of June, and assume office at the first meeting of the state fiscal year. Officers shall serve for a term of one year or until their successors are elected. Officers may be re-elected to serve an unlimited number of terms. Duties of the officers are as follows:

- A. Chair. The Chair shall preside over all meetings of the IOG. The Chair shall appoint all sub-committees and shall serve as an ex-officio member of all committees. The Chair shall perform or delegate other duties designated by the IOG. For the purposes of doing business, the county IOGs may share an elected Chair. In the absence of a CMP Coordinator, the Chair will act as the official Spokesperson for the group.
- B. Vice-Chair. The Vice-Chair shall preside in the absence of, or at the request of the Chair. The Vice-Chair shall perform duties designated by the Chair and/or the IOG. For the purposes of doing business and keeping county IOG matters a priority for each county, each county will appoint their own dedicated Vice-chair.
- C. Treasurers. The County IOG Treasurers (DHS/DSS Directors) and Operations Budget Treasurer (Kiowa County Public Health) will provide monthly expenditure reports to the IOG and assist the Coordinator with the preparation and reporting of IOG annual budget reports. The County IOG Treasures and the Operations Budget Treasurer will keep track of all monies spent and received for their county. The Treasurers will obtain the appropriate signatures for expenses being paid and will provide a monthly report to the IOG.
- D. Secretary. The Secretary will take minutes of the meetings to include the names of all partners present at the meeting, distribution of the minutes preceding the next regularly scheduled meeting, and make any corrections to the minutes as directed by the IOG.

The Coordinator will assist, as needed, and document meeting minutes when the Secretary is absent and/or assume this role if a Secretary is not elected. The Coordinator will keep a record of all official meeting minutes and attendance.

The Coordinator will be responsible to maintain and house the record of all meeting minutes, however, the Coordinator will not be considered an Officer of the IOG, will not carry voting privileges, and may not be an authorized proxy for any voting partner. The Coordinator will act as the official spokesperson for the IOGs and carry out the will of the IOG Partners to matters brought before the Collaborative Management Program Partners and the Collaborative Management Program State Steering Committee.

VIII. SUBCOMMITTEES & SPECIAL PROJECTS

Subcommittees and/or a Special Project team may be requested and created by the IOGs, from IOG partners or designees, or from the CMP State Steering Committee, from time to time, to work on an identified issue and report back to the IOG. Subcommittees will have specific tasks, deliverables, and outcomes; subcommittee members will designate one member of the subcommittee as their Chairperson and they will report updates at regular IOG meetings. Special Project team participation may be less formal and require less of a time commitment from members. Upon completion of the assigned task, the Special Project team will be dissolved. IOG Partners serve voluntarily on subcommittees and with Special Project teams.

IX. MEETINGS & QUORUM

The county IOGs shall meet at a time and place as called by the Chair. The Coordinator will distribute meeting notices, agendas, and minutes to all partners in advance of the meeting. Notices shall state the time and place of the meeting and specific agenda information will be provided when possible. Unless otherwise determined, the About F.A.C.E. IOG meetings will take place monthly on the third (3rd) Wednesday of each month – in person, unless otherwise directed – with a virtual meeting platform and/or call-in option available for all IOG partners.

- A. Attendance & Quorum. Attendance will be documented at each meeting. Fifty-one percent (51%) of the IOG shall constitute a quorum for attendance and voting matters, a quorum shall be deemed to exist until the conclusion of such meeting. Each mandated partner will have one (1) vote per County MOU representation. Each mandated partner agency is encouraged to have additional agency representatives attend meetings; however, only one person from a partner agency shall be included in the vote count. A voting partner may send a recognized and authorized designee or proxy in his/her absence to represent the interests of their agency. All agencies who have signed the MOU are deemed voting partners. In the event a quorum is not present at any meeting,

the partners may adjourn, create a work session, or reschedule and meet at a later date with proper notice.

- B. Voting/Parliamentary Authority. A majority vote by a quorum of the IOG shall constitute the voice or expression of the IOG. At all meetings, voting shall be by show-of-hand or by voice. Voting on all matters before the IOG may be conducted by electronic vote via email or at any meeting of the IOG. All votes by electronic vote/email shall be recorded by the Coordinator, or another designated partner of the IOG, and presented to the IOG to be ratified at the next official or scheduled meeting.

X. DISPUTE RESOLUTION

The IOG will strive to resolve all disputes through consensus following a discussion led by the Chair. If consensus is not achieved, the partners will vote and the majority will prevail. A quorum must be met in order to vote on any matter before the IOGs. The following are the procedures for resolving disputes of IOG partners:

- a. A dispute must be submitted in writing to the Chair and formally brought to the table by being added to the Agenda of a regular meeting where quorum has been met.
- b. The Chair will attempt to resolve the conflict by facilitating discussion and seeking solution through consensus agreement.
- c. If consensus agreement is not achieved, the partners will vote on the issue and recommendations will be made to the agencies involved in the dispute.
- d. The Department Head of each participating agency will have final authority concerning personnel and fiscal matters related to their role in the disputed matter.

XI. AUTHORIZED REPRESENTATIVE DESIGNATION – PROXY DESIGNEE

Every signing IOG partner to their respective MOU(s) may designate an authorized individual or individuals as their “Proxy” or “Proxies” to represent the interests of their organization and to make decisions and vote on their behalf. An IOG Partner can appoint authorized designees by submitting a letter annually, on agency letterhead, designating said individual(s). An Authorized Designee letter will be completed for the beginning of each fiscal year and appointees recognized by the IOGs at regular IOG meeting where quorum is established.

XII. CONFLICT OF INTEREST

Any partner of the IOG who is present at a meeting at which any matter is discussed in which he or she has a private financial or property interest shall declare that he or she has a potential conflict of interest. He or she shall refrain from attempting to influence the decisions of the other partners of the governing body in voting on the matter, and shall not vote in respect to such matter.

XIII. ERRORS AND OMISSIONS INSURANCE

The Operations Fiscal Agent shall secure Errors and Omissions (E & O) coverage for the About F.A.C.E. Coordinator. All partnering agencies shall secure their own insurance as required by the state and within their individual organizations.

XIV. REINVESTMENT AND FINANCIAL SAVINGS

- A. Operating Reserve. The partnering agencies of the IOG agree to protect against the risk of financial insufficiency to build, plan for and maintain an operating reserve to equal the cost of conducting business for the IOG for a minimum of one (1) year whenever the financial standing will allow. A fiscal sustainability plan will be created based upon current funds and available resources.
- B. Waivers. The IOG will not seek waivers from the federal government and if this position changes, these by-laws will be modified to outline the procedure.
- C. CMP Fund Reinvestment. CMP funds received by county Departments of Human Services, and allocated pursuant to C.R.S. 24-1.9-104, will be reinvested into the IOG to provide appropriate services to children, youth and families to receive multi-agency services and to support staffing. All funding expenditures will be approved by a vote of the partners.
- D. Funding Sources. Funding identified in the annual MOU(s) can be a carryover from CMP funding or savings, additional funding provided to the IOG or any funds directed towards the IOG. The agencies agree to financial risk sharing, with commitments to support programs with earned CMP funds and carryover when monies are available. For this reason, the IOG projects a conservative annual budget based on available resources.

XV. DISSOLUTION AND DISTRIBUTION OF FUNDS

In the event that the IOG is dissolved, as defined by statute C.R.S. 24-1.9-102(1)(a), Section IV of the Intergovernmental Agreement for the Provision of the About Families and Communities Engaged for Baca, Cheyenne, Kiowa, and Prowers County states:

In the event the About FACE IOG is dissolved due to the departure of a mandatory partner, as defined by statute, an emergency meeting of the IOG partners will be called within seven (7) days to vote upon distribution of remaining funds and property. Distribution of remaining funds and property will be decided upon by a majority vote of 51% of the remaining partners.

The most recent and fully executed copy of the IGA shall guide distribution of funds and property.

XVI. AMENDMENTS

These by-laws may be approved or amended in whole or in part by a majority vote of the IOGs voting partners during a regularly scheduled meeting provided any proposed changes to the by-laws are distributed in written form to all partners at least 1 week (7 days) prior to the meeting at which action is to be taken on the proposed changes. Any amendments to these by-laws to be implemented during an active fiscal year will be considered a revision to the MOU and will require a new MOU be submitted with new signatures to the state.

XVII. VERIFICATION

The undersigned IOG Chairman verifies that the foregoing document is a true and accurate copy of the By-laws which were approved via discussion and vote on the 15th day of May, 2024.

CHAIRMAN OF THE ABOUT F.A.C.E. INTERAGENCY OVERSIGHT GROUPS:

By:

Sharon Mauch
Sharon Mauch (12/14/2024 11:00 AM)

Sharon Mauch, Chairman About F.A.C.E. IOGs

APPENDIX B:
INDIVIDUALIZED SERVICE AND SUPPORT TEAM MEETINGS

INDIVIDUALIZED SERVICE AND SUPPORT TEAM (ISST)

Meeting Descriptions

1. **About F.A.C.E. Family Resource Meeting (FRM/ISST)** – About F.A.C.E. is the lead program for coordinating and facilitating a Family Resource Meeting/ISST. Once a family is referred to the About F.A.C.E. program for multi-agency collaboration and services, screened for program eligibility, voluntarily agree to participate in this Collaborative Management Program, and have provided verbal consent or signed a Consent to Release Information, ~~then~~ a Family Resource Meeting/ISST is then scheduled to bring the identified partnering agencies and resource partners together with the family (parents, caregivers, and youth when appropriate) to address the presenting problem, identify barriers/resources/solutions, and create an integrated service plan which is provided to all attendees and identified ISST partners. Family Resource Meetings/ISSTs are family centered, strengths based, trauma informed, and solution focused with the goal of putting children, youth, and families back on track for success and to circumvent escalation or exacerbation of the presenting problem, e.g., risk of child welfare involvement, risk of increased juvenile justice involvement, risk of increased behavioral problems, truancy, etc. The members of the Individualized Service and Support Team view the family from a multi-generational lens when identifying needs, natural supports, and service gaps that may exist for the children as well as the parents and/or other caregivers. This 2Gen approach is utilized as an attempt to break various cycles of dysfunction and/or poverty and allow opportunities for the parents, caregivers, and children to grow and better functioning within the community. Barriers to financial independence for the family may also be addressed and Flexible Funding may be accessed through this ISST process. Agencies and CMP Partners in attendance may include, but are not limited to, the following: DHS/DSS, Probation, Judicial, Public Health, School Districts and BOCES Districts, Mental Health Providers and the RAE, Substance Treatment Providers and the MSO, Primary Care Providers, the Division of Youth Services, Colorado Youth Detention Continuum, Domestic Safety, Law Enforcement, the Family Resource Center and Family Advocates, SafeCare Colorado and other community agencies, natural family supports and partners as deemed appropriate and beneficial for providing service coordination and/or support for the family.

In alignment with CMP statute, the target population for a Family Resource Meeting ISST structure consists of at-risk children and youth from birth to twenty-one years of age, or families of children or youth, who would benefit from a multi-system integrated service plan that may include prevention, intervention, and treatment services. Additionally, the families served through a Family Resource Meeting ISST structure do not have an open Dependency & Neglect case with the Department of Human/Social Services.

2. **Family Engagement Meeting (FEM)** – Human Services is the lead agency for coordinating and facilitating a Family Engagement Meeting. Its purpose is to engage the family, child(ren), family supports, and professionals in a structured meeting led by a trained facilitator. Decisions are made about safety planning, integrated service plan coordination, case monitoring, permanency planning and case closure. Integrated service plans are developed to address the needs of children, youth and family from a 2Gen approach by way of identifying needs, supports and gaps for both the children as well as the parents. The 2Gen approach is utilized to first break the cycle and allow for the children to not begin in the cycle as they transition to adulthood. Families are also connected to programs to support their financial independence. The family, or a family member, must be present, and member agencies in attendance may include, but are not limited to the following: the natural supports as identified by the family. Agencies in attendance may include, but are not limited to, the following: DHS/DSS, Probation, Judicial, Public Health, School Districts and BOCES Districts, Mental Health Providers and the RAE, Substance Treatment Providers and the MSO, Primary Care Providers, the Division of Youth Services, Colorado Youth Detention Continuum, Domestic Safety, Law Enforcement, the Family Resource Center and Family Advocates, SafeCare Colorado and other community agencies, natural family supports and partners as deemed appropriate and beneficial for providing service coordination and/or support for the family.

About F.A.C.E. CMP recognizes the FEM ISST structure as a multi-agency served youth and family when two (2) or more CMP partnering agencies are involved in the meetings and an integrated service plan is implemented. In alignment with CMP statute, the target population for a Family Engagement Meeting ISST structure consists of at-risk children and youth from birth to twenty-one years of age, or families of children or youth, who would benefit from a multi-system integrated service plan that may include prevention, intervention, and treatment services. Specifically, the families served through a Family Engagement Meeting ISST structure typically have an open Dependency & Neglect case with the Department of Human/Social Services or other open involvement. The number of youth and families served through an FEM are reviewed monthly and reported to the IOG.

3. **Truancy ISST Meeting** – The Schools and the Court (Judicial) are the lead agencies for referring families to an ISST with the About F.A.C.E. Program. The About F.A.C.E. Coordinator is the identified person to coordinate and facilitate an ISST for the truant youth and their family, along with the partnering agencies: the Guardian Ad Litem, the School, the school's attorney, the Department of Human/Social Services, the About F.A.C.E. Family Advocate, local mental health providers(s), local substance use provider(s), The Cornerstone Resource Center, as appropriate, Probation/CYDC, as appropriate, and any other CMP partners identified as a service partner for the youth and family. The purpose is to utilize a multi-disciplinary Individualized Service and Support Team to integrate services and responsivity to youth and family needs. The goal of the About F.A.C.E. Truancy ISST Meeting is to identify 1) youth and family strengths; 2) youth and family barriers to school attendance; 3) youth and family needs for services and connections to social supports and other Protective Factors to support their continued success and needs for protection against recidivism of truancy or referral to Child Protection. The unified plan and recommendations are shared with all of the attending parties and the Court. The youth and their family are in attendance and drive the goals of team. ISST meetings continue throughout the life of the Truancy Case and the frequency of meetings is determined by the needs of the family.

In alignment with CMP statute, the target population for a Truancy ISST Meeting structure consists of at-risk children and youth from birth to twenty-one years of age, or families of children or youth, who would benefit from a multi-system integrated service plan that may include prevention, intervention, and treatment services. Additionally, the families served through a Truancy ISST Meeting structure either have an open Truancy Court Case or at risk of Truancy being filed with the Court.

APPENDIX C:
PROGRAM DESCRIPTIONS

CIRCLE OF PARENTS

Program Description

Circle of Parents is a community based and parent lead support group to promote positive parenting. Circle of Parents is based on the following network standards to guide groups:

- The groups utilize the mutual self-help support model.
- A trained group facilitator and parent leader facilitate the support groups.
- Open groups meet regularly (weekly, bi-weekly, monthly) and are offered at no cost to any participant.
- Driven by parent need and feasibility, a no-cost children's program is available; if not possible, then quality childcare is provided.
- The group facilitator, parent leader and other group members are available to one another between group meetings.
- Groups are ongoing, require no intake, and, with few exceptions, are open to all parents.
- Group members are assured of confidentiality in a non-judgmental environment within the limits of the law.
- Community resource information that supports healthy family development is available to all group members.

Circle of Parents is coordinated through the About F.A.C.E. Collaborative Management Program in response to the expressed need from community parents, area schools, mental health providers, DHS, SafeCare, and other CMP partners. The About F.A.C.E. IOG will provide oversight and direction of this prevention program. Circle of Parents is the only community-based family support group for families with children of all ages.

By providing education and support for youth and their parents and/or caregivers to strengthen their family and parenting relationship, Circle of Parents encourages the full potential of the family for success. Through Circle of Parents families are brought together to strengthen their social networks, broaden their knowledge of resources to support a healthy family, and to build parental competency and community values in which children, youth, and families can thrive.

CRANK IT UP – Youth Bike Shop

Program Description

A youth lead bike shop open on Fridays, and occasionally in the evening or after school, that is run by youth and adult mentors/volunteers. Two bike repair workstations are set up at the Lincoln School and The Partners for Hope Center site. Each workstation consists of a work bench, shop quality bike stand, and a basic set of common tools. One set of more bike specific and less common tools are available and shared between the 2 workstations. There is also a dedicated area that is set up for cleaning and re-greasing parts, and bins for used parts and storage.

All Volunteers start at Level 1 and work to advance through the levels. During Shop times there could be up to 6 volunteers (no more than 2 at level 1) plus a shop leader. Some youth/adults may be there completing community service, while others may be referred to earn a bike of their own. Or youth/adults/parents may be seeking to increase skills for bike mechanics and to become a mentor themselves. Special consideration will be given to adult volunteers who desire to mentor with youth.

- **Level 1 – Basic Volunteer** (no training, 6 hours): Would be responsible for breaking down bikes for parts; cleaning parts and re-greasing bearings; cleaning and organizing shop.
- **Level 2 – Apprentice Mechanic** (6 hours): Working alongside a mentor could learn and work on changing flat tires; performing safety checks on bikes; new bike assembly; clean and lubricate chains, cogs, derailleurs; and apply new tires, seats, grips, bars or pedals.
- **Level 3 – Basic Mechanic** (2 hours of class & 8 hours shop work): Basic repairs such as shifting adjustments; brake centering and pad maintenance; bottom bracket overhauls; hub adjustments and overhauls; chain removal and replacement; and cassette removal and replacement.
- **Level 4 – Master Mechanic** (4 hours of classes & 12 hours shop work): Can mentor others in levels 1 & 2; perform cable replacements; learn to true wheels; replace broken brakes/derailleurs; request parts and supplies as needed.
- **Earn a Bike Program** and referrals would be based upon availability of used bikes that can be rebuilt or funding to purchase new bikes. Earn a Bike recipients would need to complete levels 1-3 or a total of 22 volunteer hours. (20 hours of shop and 2 hours class time)

Crank it Up – Youth Bike Shop is a new and collaborative effort between the Lamar School District and The Partners for Hope Center, the 15th Judicial District, Probation Department, and the CYDC program, along with our other Truancy Program partners: DHS, and Valley-Wide Health Systems. Crank it Up – Youth Bike Shop will serve the Lamar School District youth, primarily the students in middle or high school, and our youth involved with the court or truancy program that are ordered to complete public service. We will utilize adults who volunteer as community service or parents/mentors who are interested in earning a bike with their child or are interested in mentoring youth. Additional benefits would be public service to upkeep the Lamar School District's bike fleet and fixing numerous bikes for youth and individuals in the community to encourage more bike riding, exercise and doing activities as a family.

TEEN TRUTH PRINCIPAL'S COUNCIL ON SCHOOL CULTURE Program Description

We all know that great school culture begins with a great school principal, but student leaders are often the magic pixy dust that helps to build that school culture from the inside out. This is why TEEN TRUTH expanded its highly successful leadership summit program into the PRINCIPAL'S COUNCIL ON SCHOOL CULTURE. This group of 15 - 20 handpicked student leaders are directly connected to their school principal through a series of monthly meetings and TEEN TRUTH leadership summits.

TEEN TRUTH will host a series of leadership summits during the school year. Summit #1 is an event focused on pulling your council together and empowering them to come up with solutions to address some of the top social-emotional issues on campus. Summit #2 is a follow up workshop hosted 1 - 3 months later and is focused on each individual student leader — asking how they can personally make a difference on your campus. Lastly, Summit #3 offered 1 - 3 months after Summit #2 recaps the progress the council has made during the year, and challenges them to come up with a service project that can support campus culture.

WHAT IS THE PRINCIPAL'S INVOLVEMENT? In-between each TEEN TRUTH visit Principals will meet with their council once a month as a way to invest in and build relationships with them. These monthly meetings could be as simple as pizza with the principal, bringing in a local politician to discuss community leadership, or hosting a brainstorming session on a school issue of your choice. In an effort to help, TEEN TRUTH has developed a list of 23 ideas to guide these meetings and support you as you build your PRINCIPAL'S COUNCIL ON SCHOOL CULTURE. Ideal for middle school or high school aged students; this offering is not an intrusive curriculum or clunky school ambassador program, it simply helps students understand that being an effective leader is about being an active part of their community. *And Principals get to teach them this valuable lesson!*

The Teen Truth Principals Council on School Culture is a joint effort between ten (10) schools across the counties of Baca, Prowers, and Kiowa Counties, Health Colorado (RAE4), and SE BOCES with the program oversight of the About F.A.C.E. IOGs.

APPENDIX D:
RELEASE OF INFORMATION



ABOUT F.A.C.E. (Families And Communities Engaged) Collaborative Management Program – Release of Information

AUTHORIZATION TO SHARE INFORMATION

Name of Youth (Print): _____ Date of Birth: _____

Name of Youth (Print): _____ Date of Birth: _____

Name of Youth (Print): _____ Date of Birth: _____

Name of Youth (Print): _____ Date of Birth: _____

Name of Youth (Print): _____ Date of Birth: _____

Parent/Guardian: _____

As a participant in this program, by signing this release, you give permission allowing the following agencies share information with one another. Only the information necessary to collaborate more effectively and serve your family better will be shared. Once you have given your permission, we may interact with the following agencies during this process to help create one coordinated plan and/or recommendations that will best meet your family's needs.

Please initial next to ALL of the agencies below that may share information.

___ 15 th Judicial District Court	___ About F.A.C.E. Program Coordinator
___ Prowers County Dept. of Human Services	___ About F.A.C.E. Family Advocate
___ Prowers County Public Health & Env.	___ The Cornerstone Resource Center
___ 15 th JD Probation Department	___ School District of _____
___ 15 th JD CYDC Program /Senate Bill 94	___ SE BOCES
___ Division of Youth Services	___ Southeastern CO Case Mgt. Agency
___ Valley-Wide Health Systems	___ Domestic Safety Resource Center
___ Health Colorado, Inc. (RAE)	___ _____
___ Signal Behavioral Network (MSO)	___ _____

The agencies and providers will share confidential information only in our presence or in situations where they need the information to manage or provide services to the youth/parents/guardians or other person/persons for whom I/we are legally responsible (ward). Communication may include encrypted emails or other secured electronic transfers. This authorization is valid for past, present and future About F.A.C.E. Services. This authorization expires one year from the date I/we sign the form, when the sharing of information is no longer needed to manage or provide services to our youth/ward, or when I/we revoke this authorization, whichever is sooner. Any information shared and gathered by this program prior to the expiration or revocation of this release may continue to be used by the program for statistical and program evaluation purposes.

The purpose of this form is to enable agencies participating in the About F.A.C.E. coordination of services process to make appropriate recommendations and to allow the agencies listed above to better serve your youth/ward/family through coordinated service planning and delivery.

Please indicate you have read and understand each paragraph below by writing your **initials** on the line provided:

☐ I/we understand that the following types of information may be shared: information that identifies me/my/our family, my/our children or ward; records which have information about disabilities, diagnosis, evaluations, or treatment; drug and/or alcohol treatment information; sex offender evaluations and treatment information; work school and social reviews and histories; **education** records; plans about services or benefits, eligibility information; information on finances; placement histories; medical psychiatric and psychological histories; information related to HIV (human immunodeficiency virus) – related care; or legal history. This authorization covers all admissions and/or contact with the above listed agencies and service providers. This authorization allows a free exchange of this information between and among the agencies and service providers listed.

☐ I/we understand that the agencies or individuals may need to share information among themselves more than one time and /or with other persons working for the agencies or service providers. I/We specifically authorize the re-release of this confidential information.

☐ I/we understand I/we will be given a copy of this form. A person may use a copy of facsimile of this form in place of the original signed authorization form.

☐ I/we understand I/we may revoke this authorization at any time except for information already shared in reliance upon this authorization. From the date of the revocation forward, agencies and providers will not share information unless it was already lawfully released, or the law allows them to, without my authorization, unless it is for the purpose of program evaluation or compiling statistical data.

☐ This form has been explained to me/us and I/we understand its provision. I/we have been given an opportunity to ask questions regarding this form and I/we understand the purposes of this form and I/we are signing the same as a voluntary act.

By signing this Authorization form, I agree to the release of information contained on this form for use by the requesting agencies. I understand that my records are protected under Federal and State regulations governing confidentiality (42 part 2, HIPAA, and FERPA) and cannot be released without my written consent unless otherwise provided for by the regulations. I understand that any agency or individual using confidential information/records will take all necessary steps to protect the confidentiality of the above named child's/youth's identity. I acknowledge that I have been informed of my rights to refuse to sign this form, and any conditions related to my consent or refusal. (If you are not a parent, indicate your authority to act for the child. If you are the foster parent, you need a copy of the court order in your file.)

Signature of Parent/Guardian

Date

Signature of Youth (as appropriate)

Date

Signature for Revocation

Date for Revocation

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: July 9, 2024

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 06/24/2024

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter: 1, to confirm approval

Contract Due Date: 8/1/2024

Item Title/Recommended Board Action:

Consider approval of Lease Agreement between L&C, LLC and Prowers County Youth Council, Location is 120 S. Main St., Lamar, CO for a term of one (1) year commencing on August 1, 2024 and authorizing Public Health Director, Meagan Hillman to execute the Lease Agreement for Prowers County Youth Council.

Justification or Background: This is the annual MOU for About FACE Collaborative Management Program

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

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

Approved by the County Attorney on: 6-26-24

Additional Approvals (if required):

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

THANK YOU!

LEASE AGREEMENT
120 South Main St
Lamar, CO 81052

THIS LEASE AGREEMENT, DATED August 1, 2024, by and between L&C, LLC, whose address is 7845 County Hwy 196, Lamar, CO, 81052 (hereinafter referred to as LANDLORD), and Prowers County Youth Council., whose address is 120 S. Main St, Lamar CO 81052. (hereinafter referred to as TENANT).

WITNESSETH:

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the following described property, sometimes hereinafter referred to as the leased premises to-wit:

The building located at 120 South Main Street Lamar, CO. Said premises include 3,500 rentable square feet ("RSF") + /- on the main level and 655 rentable square feet ("RSF") +- on the upper level.

1. TERM: Tenant to have and to hold the above-described premises for a term of 1 year commencing on August 1, 2024. The Tenant, at the expiration of the term, shall deliver up the leased premises in good repair and condition, damages beyond the control of the Tenant, reasonable use, ordinary decay, wear and tear excepted.
2. EXTENSION: The lease may be extended for 3 additional consecutive periods of 12 months each. Tenant may exercise each such right to extend the term, by providing written notice to Landlord a minimum of 4 months prior to the expiration of the then-current lease term. If such notice is not given, the applicable extension right (and any subsequent extension rights) shall be deemed unexercised and this lease shall expire at the end of the then-current lease term.
3. IMPROVEMENTS & EQUIPMENT: All improvements and equipment currently in place are included with the leased premises.
4. CONDITION/FINISH OF PROPERTY UPON INITIAL OCCUPANCY: Except as expressly provided herein, Landlord shall deliver (and Tenant shall accept) possession of the Premises in a totally "AS IS" condition. Accordingly, Tenant expressly acknowledges and agrees that (i) Landlord has made no representation or warranty concerning the current condition of the Premises or it's fitness for use for any particular purpose and (ii) except as expressly provided herein, Landlord shall have no obligation to alter, renovate or improve the Premises in any aspect.

5. **BASE RENT:** Tenant hereby covenants and agrees to pay to the Landlord, as rent during the Initial Lease Term (the "Base Rent") the amounts set forth below for the applicable lease year (e.g.) each twelve-month period beginning on the effective date:

Months 1-12: (Initial Lease Term): \$1,600
Months 13-24 (First Extension Option): \$1,648
Months 25-36 (Second Extension Option): \$1,697
Months 37-48 (Third Extension Option): \$1,748

Rent shall be paid to Landlord at: 7845 County Hwy 196 | Lamar, CO 81052. Landlord may charge tenant a late charge of 5% for each rental payment, which is not received by the Landlord within thirty (30) days of the due date.

6. **MONTHLY PAYMENT:** The base rent shall be payable one month in advance during the Lease Term, at the address set forth herein.
7. **USE:** Tenant shall use the Premises for any use permitted by law including but not limited to a youth facility.
8. **COMPLIANCE WITH LAWS:** Landlord represents and warrants to Tenant that as of the commencement date of this Lease, the Property shall be in compliance with all laws. The Landlord agrees to comply with all federal, state, and local laws with respect to the construction, maintenance, alteration, and operation of the lease premises, including among other, the public accommodation provisions contained in the American with Disabilities Act.
9. **REPAIRS AND ALTERATIONS:**
- Landlord shall, at Landlord's sole cost and expense, be responsible for all repairs and replacements to (i) structural components of the Building and Common Areas, including but not limited to walls, ceilings, floors, columns, foundations, and roofs, (ii) Building systems, including but not limited to electrical, plumbing, HVAC, water, and sewer, (iii) any fixtures and equipment provided by Landlord, unless such repairs and replacements are caused by the negligence or willful misconduct of Tenant or Tenant's agents, employees, or business invitees. Landlord will perform all such repairs and replacements in a good and workmanlike manner, using first-class materials, in compliance with all Laws. Landlord shall be responsible for ensuring that, as of the commencement date of this Lease, the structural components and systems of the building, any fixtures and equipment provided by Landlord, and any common areas are in good condition and repair.
 - Tenant shall be responsible for routine upkeep of the interior of the

demised premises and for miscellaneous maintenance such as replacing furnace filters, replacing spent light bulbs, repairing broken window glass, replacing damage to the interior of the premises arising from the negligence of Tenant or its agents, servants and employees, normal wear and tear excepted. At all times, tenant shall keep the demised premises in a neat, clean, and dry condition.

- Tenant shall be responsible for snow removal off the portion of sidewalk located directly in front of the storefront on Main Street within a reasonable timeframe.

- Tenant shall have the right, to make or request any alterations, additions or improvements to the Premises with the prior written consent of Landlord. Any alterations made by Tenant or by Landlord on Tenant's behalf shall be completed in a good and workmanlike manner, using first-class materials, in compliance with all Laws. Any alteration, addition or improvement shall be made at Tenant's expense.

10. UTILITIES: Payment of utilities will be the tenant's sole responsibility.

Except as may otherwise be expressly required under this Lease, Tenant shall not make or allow to be made after the commencement date of this Lease any changes in any utility service to, thru, under or above the Premises, including but not limited to fiber optics, telephone, electricity, water, storm and sanitary sewer, gas, and HVAC without the prior written consent of Landlord. Any interruption in utility services that continues for longer than five (5) days after notice to Landlord, unless caused by fire or other casualty or by the negligence or willful misconduct of Tenant, its employees, agents or business invitees, shall give Tenant the following rights in addition to any other rights provided in this Lease: (i) the right to a full abatement of rent until full service has been restored, (ii) the right to complete such restoration and to offset the reasonable costs and expenses incurred against rentals thereafter coming due under this Lease, or (iii) if the interruption is not completely restored within ten (10) days after the aforesaid notice to Landlord, Tenant shall have the right to terminate this Lease effective upon written notice to Landlord given at any time prior to complete restoration of service.

11. TENANT'S PROPERTY: Tenant shall have the right at any time to remove any and all of the trade fixtures, equipment and personal property placed or installed by Tenant on the Property, provided that Tenant shall repair any damage caused by such removal. Landlord hereby waives and releases any lien, statutory, constitutional or otherwise, on any trade fixtures, equipment and personal property of Tenant. Landlord shall have a key to the main door and key code to any alarm system.

12. ACCESS: Landlord shall have the right to enter the Premises, with advance notice to Tenant, for the purposes of (i) monitoring the condition of

the premises, (ii) performing any repairs required or permitted to be performed by Landlord under this Lease and (iii) during the last three (3) months of the Lease term, showing the Premises to prospective Tenants. In the event of an emergency, Landlord shall not be required to give advance notice to Tenant, but shall give notice to Tenant as promptly as is practicable under the circumstances. Landlord shall not unreasonably interfere with Tenant's business or use or enjoyment of the Premises in its exercise of any access rights set forth in this Section. Landlord will not provide access to anyone without permission of Tenant.

13. ASSIGNMENT AND SUBLEASE: Tenant shall not have the right to assign this Lease or sublet all or part of the Premises without the prior consent of Landlord

14. ABANDONMENT: No abandonment or vacation of, or failure to occupy or use, the Premises by Tenant shall constitute a default under this Lease, provided that Tenant is not otherwise in default under the Lease beyond any applicable cure period.

15. DAMAGE OR DESTRUCTION: If the Premises or Building are totally destroyed or substantially damaged (to the extent of 50% or more of the replacement cost) by fire or other casualty, or if the Premises or Building are damaged such that, in the reasonable opinion of Tenant, the necessary repairs and restoration could not be completed within ninety (90) days, then Tenant shall have the option to terminate this Lease by giving written notice to Landlord within thirty (30) days after the date of the casualty and, in such event, all rights and obligations under this Lease shall cease, effective as of the date of the casualty. If the Premises or Building are partially damaged to the extent of less than 50% of the replacement cost, or if Tenant does not terminate this Lease in accordance with the foregoing, then Landlord shall proceed with diligence to repair and restore the Premises and/or Building to substantially the same condition in which they existed prior to the casualty, exclusive of any improvements for which Tenant is responsible under the terms of this Lease, and to obtain any necessary certificates of occupancy or similar permits necessary for Tenant's reoccupation. Tenant shall be entitled to a fair and reasonable abatement of rent from the date of the casualty until the date of Landlord's completion of such repairs and restoration. If Landlord fails to complete such repairs and restoration within ninety (90) days after the date of the casualty, then Tenant may at its option terminate this Lease, effective upon delivering written notice of termination to Landlord any time prior to Landlord's completion of such repairs or restoration, whereupon all rights and obligations under this Lease shall cease.

16. CONDEMNATION:

- If all or part of the Property is taken for any public or private use under any governmental law, ordinance or regulation, or by power of eminent domain, or by purchase in lieu thereof, and such taking adversely

affects Tenant's use or enjoyment of the Premises in the reasonable opinion of Tenant, then Tenant shall have the option to terminate this Lease by giving written notice to Landlord within thirty (30) days after the date the condemning authority is given the right to possession.

- All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) shall be the property of Landlord, and Tenant hereby assigns all of its interest in any such award to Landlord, provided, however, that Landlord shall have no interest in any award made for the loss of Tenant's business, the taking of Tenant's fixtures or other property, Tenant's relocation expenses, or the value of Tenant's leasehold estate.

17. TAXES: All ad valorem real estate taxes assessed upon the premises shall be paid by Landlord when due. Tenant shall pay when due all ad valorem personal property taxes assessed upon inventory, equipment, fixtures installed by Tenant or its operation therein.

18. EARLY TERMINATION. Tenant may terminate this Lease early upon thirty (30) days' notice and payment of remainder of each month's lease for the first year.

19. DEFAULTS AND REMEDIES:

- No event of default by Tenant ("Tenant Event of Default") shall occur under this Lease unless (1) Tenant fails to comply with any monetary provision of this Lease and such failure is not cured within twenty (20) days after Tenant's receipt of written notice of such default from Landlord, or (2) Tenant fails to comply with any non-monetary provision of this Lease and such failure is not cured within thirty (30) days after Tenant's receipt of written notice of such default from Landlord. Upon the occurrence of any Tenant Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without additional notice or demand:

- Without declaring the Lease terminated, Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting. Tenant agrees to pay Landlord on demand any deficiency that may remain after any such reletting of the Premises. Further, Tenant agrees to reimburse Landlord for any actual and reasonable costs incurred by Landlord in order to relet the Premises.

- Landlord may terminate this Lease, in which event Tenant shall

immediately surrender the Premises to Landlord. Tenant agrees to pay on demand the amount of all actual loss and damage which Landlord may suffer for any reason due to such termination of this Lease, including all remaining rent payments and without limitation loss and damage due to the failure of Tenant to maintain and repair the Premises as required under this Lease or due to the inability of Landlord to relet the Premises.

- No event of default by Landlord ("Landlord Event of Default") shall occur under this Lease unless Landlord fails to comply with any provision of this Lease and such failure is not cured within thirty (30) days after Landlord's receipt of written notice of such default from Tenant. Upon the occurrence of any Landlord Event of Default, Tenant shall have the option to pursue any one or more of the following remedies without additional notice or demand:

- Tenant may perform Landlord's obligations under this Lease, and offset the reasonable costs and expenses incurred by Tenant in doing so against rentals thereafter coming due under this Lease.

- If Landlord's default renders all or part of the Premises unsuitable for Tenant's use, Tenant shall be entitled a fair and reasonable rental abatement during the time that all or part of the Premises are so rendered unsuitable, or Tenant may terminate this Lease and Tenant shall have no further obligation or liability under this Lease.

- Notwithstanding the notice and cure periods provided for in this Lease, in the event that a party's default under this Lease poses a threat to life, health, or safety, the non-defaulting party shall have the right to perform the defaulting party's obligations under this Lease, and obtain from the defaulting party reimbursement upon demand for any reasonable costs and expenses incurred or, in the event of such emergency cure by Tenant, offset such costs and expenses against rentals thereafter coming due under this Lease.

- In addition to the remedies set forth in this Lease, Landlord and Tenant shall have the right to pursue any and all other remedies available at law or in equity.

- Each party shall use commercially reasonable efforts to mitigate any damages incurred by such party in connection with the other party's default under this Lease.

20. ESTOPPEL CERTIFICATES: Each party shall execute and deliver to the other party, from time to time, within ten (10) business days after its

receipt of a written request from the other party, an estoppel certificate certifying such matters regarding the status of this Lease as may reasonably be requested.

21. SUBORDINATION: Not Applicable

22. APPROVALS: Whenever Landlord's consent, approval or other action is required under this Lease, such consent, approval or other action shall not be unreasonably withheld, conditioned or delayed.

23. DISCLOSURE OF OWNERSHIP INTEREST: Landlord represents and warrants that neither Tenant nor any affiliate, employee or agent of Tenant has any ownership interest in the Property.

24. NOTICES: Any notice required or permitted to be given under this Lease shall be in writing and delivered to the addresses listed in the opening paragraph of this Lease. Any changes shall be provided in writing to the other party.

The parties may provide notice by e-mail or other electronic means as long as the receiving party has confirmed their address and consent to receive electronic notices.

25. SUCCESSORS AND ASSIGNS: All rights and obligations under this Lease shall be binding upon and inure to the benefit of the parties and their heirs, personal representatives, successors and assigns.

26. SIGNAGE: Tenant will be responsible for the cost of signage. Tenant may have signage on the door to its office, one side of the building and / or a monument sign. All signage must be presented to the Landlord for its approval.

27. SECURITY /DAMAGE DEPOSIT: There will be no damage deposit required. Please refer to item 6b regarding any damage caused to building by tenant.

28. BROKERAGE: None

29. LITIGATION AND CHOICE OF LAW: If litigation is necessary, this Agreement will be interpreted based on the laws of the State of Colorado, regardless of any conflict of law issues that may arise. The Parties agree the dispute will be resolved at a court of competent jurisdiction in the County of Prowers, State of Colorado.

30. ATTORNEY'S FEE'S: The prevailing party may recover its attorneys' fees and other reasonable costs for a dispute resolved by mediation, arbitration or litigation.

31. AMENDMENTS: This Agreement may be modified as needed. To make a modification, the Parties have to agree to the modification in writing in the form of an amendment. The terms of this Agreement will apply to any amendment made unless otherwise stated in the amendment.

32. COMPLETE CONTRACT: This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties, whether they were made before or after signing this Agreement. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

LANDLORD:
DATE:

WITNESS:

TENANT:
DATE:

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: July 9, 2024

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 06/24/2024

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter: 1, to confirm approval

Contract Due Date: 7/1/2024

Item Title/Recommended Board Action:

Consider approval of Statement of Work for Prowers County Child Fatality Contract in the amount of \$5,250.00 and authorizing Public Health Director, Meagan Hillman to execute the document electronically.

Justification or Background:

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

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

Approved by the County Attorney on: 6-26-24

Additional Approvals (if required):

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

THANK YOU!

STATEMENT OF WORK

I. Entity Name: Prowers County Public Health

II. Project Description: This project serves to support the Child Fatality Prevention Act (Article 20.5 of Title 25, Colorado Revised Statutes), which is a statewide, multi-agency effort to prevent child deaths. Pursuant to C.R.S. § 25-20.5-404-405, local public health agencies, or agencies designated by local public health agencies, are required to establish and coordinate multidisciplinary, local child fatality prevention review teams (local teams). The purpose of the local team is to conduct systematic, comprehensive, multidisciplinary reviews of child deaths to better understand how and why children die. The child fatality review process uses a public health approach to identify trends and patterns, to take action, to improve systems, and to implement strategies that may prevent future deaths from occurring.

This project benefits the State of Colorado by helping the people of Colorado understand the incidence and causes of child fatalities and therefore encourage public action to prevent further child fatalities. Additionally, the project benefits the State of Colorado by identifying services provided by public, private, and nonprofit agencies to children and their families that are designed to prevent, and that are effective in preventing, child fatalities; identifying gaps or deficiencies that may exist in the delivery of services provided by public, private, and nonprofit agencies to children and their families that are designed to prevent child fatalities; and making recommendations for, act as a catalyst for, and implement any changes to laws, rules, and policies that will support the safe and healthy development of the children in this state and prevent future child fatalities.

III. Definitions:

1. CDPHE – Colorado Department of Public Health and Environment
2. CFPS – Child Fatality Prevention System
3. CRS – Case Reporting System
4. FTP – File Transfer Protocol
5. SUID – Sudden Unexpected Infant Death

IV. Work Plan:

Goal #1: Create healthy, thriving and resilient communities by preventing child deaths in Colorado due to unintentional injury, homicide, motor vehicle incidents, child abuse and neglect, SUID, suicide, and undetermined causes.	
Objective #1: No later than the expiration date of this contract, advance a comprehensive understanding of the circumstances of individual child deaths in Colorado and support equitable strategies at the individual, community, and societal levels to prevent future deaths.	
Primary Activity #1	The Contractor shall conduct individual, case-specific, multidisciplinary reviews of all child fatalities assigned to the local team based on coroner jurisdiction.
Sub-Activities #1	<ol style="list-style-type: none">1. The Contractor shall access the Death Certificate MOVEit website on a weekly basis to obtain death certificates for each child fatality case assigned to the local team.2. The Contractor shall gather case records from the coroner's office, law enforcement agencies, county department of human services, hospitals, and other agencies for each child fatality assigned to the local team.3. The Contractor shall abstract critical data from case records and enter the data into the National Center for Fatality Review and Prevention's CRS for each child fatality assigned to the local team.4. The Contractor shall develop case summaries for the purpose of completing the "Narrative" section (Section O) of the National Center for Fatality Review and Prevention's CRS for each child fatality assigned to the local team.

	<p>5. The Contractor shall facilitate local team meetings with multidisciplinary local team members to conduct individual, case-specific reviews of child fatalities for the purpose of discussing and identifying equitable prevention recommendations in the “Prevention Initiatives Resulting from the Review” section (Section L) of the National Center for Fatality Review and Prevention’s CRS.</p> <p>6. No later than two (2) months after reviewing a child fatality, the Contractor shall complete data entry for Sections A-O and click “Data entry completed for this case” (in Section P) of the National Center for Fatality Review and Prevention’s CRS for each child fatality assigned to the local team.</p>
Primary Activity #2	The Contractor shall promote evidence-based injury and violence prevention strategies that advance health equity.
Sub-Activities #2	<p>1. The Contractor shall apply a public health approach to identify trends and patterns of child fatalities using state and local team data reports.</p> <p>2. The Contractor shall identify structural inequities that lead to systemic, avoidable, and unjust health disparities for certain groups of children.</p> <p>3. The Contractor shall apply a public health approach to identify equitable prevention strategies to implement at the local level.</p> <p>4. The Contractor shall apply a public health approach to identify equitable system improvements to implement at the local level.</p> <p>5. The Contractor shall implement evidence-based, equitable child fatality prevention strategies at the local level.</p> <p>6. The Contractor shall implement evidence-based, equitable system improvements at the local level.</p> <p>7. The Contractor shall vote on state-level prevention recommendations for the CFPS annual legislative report.</p>
Primary Activity #3	The Contractor shall participate in training opportunities.
Sub-Activities #3	<p>1. The Contractor shall attend CDPHE-approved local team trainings.</p> <p>2. The Contractor shall attend CDPHE-approved web-based trainings.</p>
Primary Activity #4	The Contractor shall evaluate the Colorado CFPS.
Sub-Activities #4	<p>1. The Contractor shall complete the CFPS Local Team Survey.</p>

Standards and Requirements

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.
2. The Contractor shall comply with the Child Fatality Prevention Act C.R.S. 25-20.5-404-409. This document is incorporated and made part of this contract by reference and is available on the following website <http://www.sos.state.co.us/CCR/Welcome.do>.
3. Reviewable child fatalities include one or more of the following causes: undetermined causes, unintentional injury, homicide, motor vehicle incidents, child abuse/neglect, sudden unexpected infant death (SUID), and suicide.
4. The Contractor shall adhere to processes and policies outlined in the *Colorado Child Fatality Prevention System (CFPS): An Introduction to the System* to conduct individual, case-specific review of fatalities. This document is incorporated and made part of this contract by reference and is available on the following website <http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html>.
5. The Contractor shall adhere to processes and policies outlined in the *Colorado Child Fatality Prevention System (CFPS): An Introduction to the System* to identify equitable prevention recommendations. This document is incorporated and made part of this contract by reference and is available on the following website <http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html>.
6. The Contractor shall adhere to processes and policies outlined in the *Colorado Child Fatality Prevention System (CFPS): An Introduction to the System* to enter information regarding the child fatality into the National Center for Fatality Review and Prevention's CRS. This document is incorporated and made part of this contract by reference and is available on the following website <http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html>.
7. CDPHE will provide the local team coordinator login credentials to the MOVEit website. This website content is incorporated and made part of this contract by reference and is accessible at <https://oitftapp01.state.co.us/>
8. CDPHE will provide the local team coordinator login credentials to the National Center for Fatality Review and Prevention's CRS. This website content is incorporated and made part of this contract by reference and is accessible at <https://data.ncfrp.org>.
9. CDPHE will assign child fatalities for review to the Contractor based on coroner jurisdiction using the MOVEit Website on a weekly basis. This website content is incorporated and made part of this contract by reference and is accessible at <https://oitftapp01.state.co.us/>
10. The Contractor shall complete data entry of child fatalities in the National Center for Fatality Review and Prevention's CRS no later than two months after the case review meeting or by December 31st if the case review meeting takes place within two (2) months of the end of the year.
11. CDPHE will conduct quality assurance checks as defined on the CFPS website on the data entered into the National Center for Fatality Review and Prevention's CRS for child fatalities reviewed by the Contractor. This information is incorporated and made part of this contract by reference and is available on the following website <http://www.cochildfatalityprevention.com/>.
12. The Contractor shall request technical assistance and training from the CFPS State Support Team at CDPHE by emailing the appropriate CFPS State Support Team member.
13. CDPHE will disseminate analyzed, aggregated child fatality data to the Contractor in the following ways:

	<p>a. local team data reports,</p> <p>b. the online CFPS Data Dashboard. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/.</p> <p>14. CDPHE will provide resources for evidence-based, equitable injury and violence prevention strategies on the CFPS website. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/.</p> <p>15. CDPHE will invite the Contractor to state-level meetings to discuss and vote on prevention recommendations for the annual CFPS legislative report.</p> <p>16. The Contractor shall use information from the CFPS website on acceptable and approved uses of funding for child fatality, injury, and violence prevention strategies when implementing local prevention strategies. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/.</p> <p>17. The Contractor shall provide information on local level prevention strategies and system improvements.</p> <p>18. The Contractor shall notify the CFPS State Support Team at CDPHE within 30 calendar days of a change of the local team coordinator responsible for the performance of services provided under this contract.</p> <p>19. CDPHE will provide the Contractor with training opportunities.</p> <p>20. CDPHE will provide the CFPS Local Team Survey to the Contractor.</p> <p>21. CDPHE will provide progress report templates to the Contractor.</p>	
Expected Results of Activity(s)	<p>1. Improved understanding of child fatality data in Colorado including circumstances, risk and protective factors, trends, inequities, and patterns surrounding child deaths.</p> <p>2. Identification of evidence-based, equitable prevention recommendations to prevent future child fatalities from occurring in Colorado.</p> <p>3. Implemented and evaluated equitable child fatality prevention strategies at the state and local levels.</p>	
Measurement of Expected Results	<p>1. Sections A-O of the National Center for Fatality Review and Prevention's CRS will be completed for 100% of child fatalities that occurred in Colorado and meet CFPS' review criteria within the local team's jurisdiction.</p> <p>2. Increased number of equitable prevention strategies implemented at the state and local levels as documented in the CFPS annual report, the CFPS Local Team Survey, and through prevention stories.</p>	
		Completion Date
	<p>1. The Contractor shall submit all information resulting from child fatality case reviews into the National Center for Fatality Review and Prevention's CRS for each child fatality case assigned by the CFPS State Support Team at CDPHE.</p>	No later than 12/31, annually

Deliverables	2. The Contractor shall submit CDPHE-approved progress reports via email to the CFPS State Support Team at CDPHE.	At two designated dates, 12/31 and 6/30, annually
	3. The Contractor shall submit the online CFPS Local Team Survey administered by the CFPS State Support Team at CDPHE.	No later than 6/30, annually

V. Additional Provisions:

To receive compensation under this Contract, the Contractor shall submit a biannual electronic progress report as stipulated in Deliverable Number Two (2) of the Statement of Work. This progress report shall document the Contractor's progress toward completion of the activities in accordance with the Statement of Work. The second progress report, due 6/30, must be reviewed and approved by CFPS staff before the final payment is made.

Payment under this Contract shall be made to the Contractor by the State in four (4) payments in accordance with the budget included in this Contract. The final payment shall be made only after CFPS staff have reviewed and approved the progress report submitted by the Contractor for the fourth quarter.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

VI. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Child Fatality Prevention System Injury Prevention Coordinator and the Child Fatality Prevention System Program Manager. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, data entered into the National Center for Fatality Review and Prevention's CRS, 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.

VII. Resolution of Non-Compliance:

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 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 timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Child Fatality Prevention System Injury Prevention Coordinator and the Child Fatality Prevention System Program Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines 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.

VIII. Budget:

Quarter	TOTAL Payment
July 1 through September 30	\$1,312.50
October 1 through December 31	\$1,312.50
January 1 through March 31	\$1,312.50
April 1 through June 30	\$1,312.50
Total	\$5,250.00

IX. Attestation:

The Contractor agrees to perform services in accordance with the terms and conditions of the Statement of Work and Budget.

Meagan L Hillman P.C., MDA Director
Contractor Name (Print) and Title

Contractor Signature

Date

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 07/09/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 07/02/2024

Return Originals to:

Number of originals to return to Submitter: 1

Contract Due Date: 07/10/2024

Item Title/Recommended Board Action: Consider ratifying 6/28/2024 email poll approval of a letter of support for High Plains Community Health Clinic's application for continued Health Resources and Services Administration funding.

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!



Board of County Commissioners

Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

THOMAS GRASMICK
FIRST DISTRICT

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

June 28, 2024

Gene Sobczak, CEO
High Plains Community Health Center
201 Kendall Drive
Lamar, CO 81052

To Whom it May Concern:

The Board of County Commissioners of Prowers County writes to you today to express our solidarity and support in the efforts of High Plains Community Health Center (HPCHC) to secure continued federal grant funding through the Health Resources and Services Administration (HRSA). As our local Federally Qualified Health Center, HPCHC serves all patients, regardless of ability to pay, and so provides a vital resource to Prowers County residents in all life situations.

Prowers County and the rest of the region that HPCHC serves are considered economically distressed by most metrics, and so the importance of a Federally Qualified Health Center like HPCHC in this region is amplified. HPCHC serves approximately 8,000 community members annually and provides medical, dental, and behavioral health services in over 35,000 visits.

The Board of County Commissioners for Prowers County, Colorado, hopes that you will recognize HPCHC's vital position in our community and give strong consideration to their proposal to HRSA for continued funding.

Thank you,

Board of County Commissioners for Prowers County, Colorado

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

Ron Cook, Chair

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

Thomas Grasmick, Vice-Chair

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

Wendy Buxton-Andrade, Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 07/09/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 07/02/2024

Return Originals to:

Number of originals to return to Submitter: 1

Contract Due Date: 07/10/2024

Item Title/Recommended Board Action: Consider approval of updated Prowers County Fairgrounds Facility Rental Agreement and Fee Schedule.

Justification or Background:

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

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

Approved by the County Attorney on: June 18, 2024

Additional Approvals (if required):

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

THANK YOU!

PROWERS COUNTY FAIRGROUNDS FACILITY

RENTAL AGREEMENT

Today's Date: _____	Date(s) of Events: _____
Name of Organization: _____	Set Up Time: _____ am pm
Name & Address of Authorized Agent: _____ _____ _____	Event Starts: _____ am pm
Phone: _____	Finish Time: _____ am pm
Sales Tax ID: _____	_____ Arena _____ Home Ec _____ Vaqueros _____ Centennial _____ Pavilion
Type of Event: _____	

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

Authorized Agent

Date

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

Rental Approved:

Maintenance & Facilities Director

Date

Chairman
Prowers County Board of Commissioners

Date

For County Use Only:

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

Date Rental Fee Paid: _____ Date Paid: _____

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

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

Liability Insurance received: Yes ___ No ___ Date: _____

PROWERS COUNTY FAIRGROUNDS

FACILITY RENTAL RESERVATION AGREEMENT

Between Prowers County Board of Commissioners (Commissioners) and the Authorizing Agent (User) renting the facility, including any parking areas, if applicable (Rented Premises).

1. Determination of fees for use of the facilities shall be made by the Commissioners in accordance with the established fee schedule and agreed to by the User at the time the reservation is confirmed. Use of the Rented Premises shall not include Prowers County personnel, including, but not limited to, County Maintenance Personnel.
2. Unique events may require an increase in fees/charges and/or conditions in addition to those shown. The Commissioners reserve the right to modify any of the conditions as necessary on a case-by-case basis. Holiday use of the Fairgrounds is subject to approval by the Commissioners. All County holidays are observed by County Maintenance Personnel. No Prowers County Personnel will be made available to the User over County-approved Thanksgiving and Christmas holidays. Additional fees will be assessed for events scheduled on holidays. Overtime charges for County Maintenance Personnel at a rate of two times the normal hourly rate will be charged for holiday events, in addition to regular fees and charges, with the exceptions described previously in this paragraph.
3. Use of all facilities shall be scheduled through the Prowers County Administration Office only.
Fees and deposits:
 - a) A non-refundable booking fee of \$25.00 per event must be paid when each event is scheduled.
 - b) The \$25.00 booking fee is due before an individual or entity may have their name placed on the Fairgrounds calendar to reserve a facility at the Fairgrounds.
 - c) If the event does not go forward for whatever reason, the \$25.00 fee WILL NOT BE REFUNDED.
 - d) The remainder of the Rental Fee and Damage/Cleaning Deposit must be submitted to the office no less than ten (10) working days prior to the date scheduled. (Commercial users: fees must be paid in certified funds.) The Damage/Cleaning Deposit is required and due from all Users whether use fees are waived or not. Failure to pay fees ten (10) working days prior to the event may result in cancellation of facility use. Access to the facilities at any time other than stated on this form is not allowed unless prior approval is received from the Commissioners. Please note that the Damage/Cleaning Deposit refund, if any, due back to the User will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.
4. The scheduling of the activities shall be made in the name of one individual who must, as a condition of use, read this document and accept responsibility for adequately supervising the event; assure that the facilities are used for the purpose for which they are scheduled; reimburse the County for damage to the property or facilities including excessive clean-up costs that may occur in connection with the event; assure payment, in full, of all charges for space and equipment requested; and ensure that all promotion and advertising of events involving the use of the facilities shall identify the individual or group sponsor of the event.
5. The Damage/Cleaning Deposit must be paid within ten (10) days prior to the scheduled event. The Damage/Cleaning Deposit shall be utilized by Prowers County, if necessary, for cleanup and repair of damages of the Rented Premises. In the event that the User performs cleanup of the Rented Premises in a suitable manner and there is no damage, The Damage/Cleaning Deposit will be reviewed for return to the User at the next regularly scheduled meeting of the Commissioners. The Rented Premises is an alcohol-free facility. If any alcohol is brought to the Fairgrounds, the entire deposit will be retained. The User will be personally liable for any expense for damage and/or cleanup in excess of the required deposit.
6. In case of cancellation, the Rental Fee will be refunded (less the booking fee) if notice of cancellation is received ten (10) working days prior to scheduled use. If the event is canceled due to inclement weather, the event may

be rescheduled with no additional fees due. If the event is rescheduled for any other reason without the required notice, an additional booking fee will be charged.

7. Subleasing or charging additional fees to use the Rented Premises will not be permitted.
8. Non-commercial Users may have one (1) day in advance for set-up, decorating, etc. between the hours of 8:00 am and 4:00 pm, provided that there is nothing previously booked on that date. If additional days are required for set-up, an additional fee of **\$100** will be charged for each additional day. Commercial Users: If special set-up/tear-down is required, standard facility use days will be charged on a ½ day basis.
9. Liability insurance is **required** for all commercial events. Certain “at risk” activities, i.e. rodeos, tractor pulls, carnivals, circuses, etc. are **required** to provide liability insurance. An insurance certificate showing Prowers County as an additional insured **must** be provided to the County no later than ten (10) business days prior to the scheduled event.
10. Under Colorado Law, an equine professional is not liable for any injury to or the death of a participant in equine activities resulting in the inherent risks of equine activities, pursuant to Section 13-21-119, Colorado Revised Statutes.
11. The User acknowledges that the User’s rental of Prowers County’s property is not subject to the direct supervision and control of Prowers County personnel. Accordingly, and in express consideration for the within Agreement, User hereby agrees to indemnify, and hold harmless, Prowers County, its officers, agents, and employees from and against any and all claims for liability asserted for personal injury, or property damage to any and all persons or entities whatsoever, and arising out of the User’s rental of Prowers County’s property as hereinabove set forth. This indemnification expressly extends to any and all damage awards, and shall further cover all costs of defense, which shall be conducted in Prowers County’s sole discretion, including attorney’s and expert witness fees.
12. The Agreement shall be and become binding upon, and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. Any action necessary to construe, interpret, or enforce the provision of the Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, with the substantially prevailing party therein being entitled, as a matter of contract law an agreement to recover its costs and expenses therein incurred, including reasonable attorneys’ and expert witness fees.
13. Falsified or misleading information on this form may be cause for cancellation of this Agreement and forfeiture of the Damage/Cleaning Deposit and/or Rental Fees paid and may result in loss of future usage of the Rented Premises.
14. The User shall be required to call for an on-site facility orientation with the Fairgrounds caretaker no later than five (5) working days prior to the event. The User will be familiarized with information pertaining to use of the facility, obtain keys, and will have the opportunity to ask questions of the Fairgrounds caretaker. The Fairgrounds Caretaker can be reached by calling 719-931-0034 and is available to schedule an orientation Monday – Friday 9:00 am to Noon and 1:00pm to 3:00pm. *Regularly scheduled monthly meeting organizers are not required to complete an orientation, however, are expected to cooperate with the expectations for use outlined in this Agreement.* The User understands that Prowers County does not employ 7 day per week, 24 hour per day Fairgrounds Personnel. The Fairgrounds Caretaker hours are scheduled from 8:00 am to 5:00 pm, Monday –Friday. The Fairgrounds Caretaker schedule may change to correlate with an event; however, changes must be pre-approved and are at the discretion of the Prowers County Maintenance Supervisor.
15. Every effort has been made to provide that the Rented Premises is adequately maintained and appropriately prepared for normal use. It is further understood that the building and grounds systems can, and do, fail at times. Failures may include, but are not limited to: electrical outlet power losses and blown breakers due to abnormal use and overloaded circuits, public announcing or loudspeaker malfunctions, lighting failures, water supply problems, and restroom malfunctions, etc. There are no guarantees against such failures either implied or stipulated in this Agreement. Prowers County Personnel will only be made available during off-hours in the

event of an emergency pertaining to life safety or unsanitary conditions. All other unexpected occurrences should be documented and will be addressed on the next regular workday.

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

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

Date: _____

Organization: _____

Authorizing Agent Printed name: _____

Authorizing Agent Signature: _____

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: _____

PROWERS COUNTY FAIRGROUNDS

FEE SCHEDULE

Facilities Requested	Not For Profit	Resident or Local For Profit	Non-Resident or Non-Local For Profit		# of days/head of livestock	Total
Arena Rent <i>Daily</i>	\$150	\$300	\$970			
Pavilion Rent <i>Daily</i>	\$150	\$300	\$970			
Home Economics' Bldg. Rent <i>Daily</i>	\$500	\$500	\$500			
Vaqueros Bldg. Rent <i>Daily</i>	\$225	\$225	\$425			
Use of Parking Lots Arena Lot /Grounds <i>Daily</i>			\$210			
Overnight Boarding (Arena Pens) <i>Daily</i>	\$5/Head	\$5/Head	\$10/head			
* Pavilion Boarding <i>Rodeo Events Minimum Fee Daily</i>	\$20	\$30	\$40			
R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only <i>Daily</i>	\$30	\$30	\$30			
Dry Camping and Horse Penning at Designated Southwest Parking Lot ONLY <i>Daily</i>	\$10	\$10	\$20			
Elmer's Garden <i>Daily</i>	\$0.00	\$0.00	\$0.00			
Cleaning/Damage Deposit (Due 10 days prior to event)	\$1000	\$1000	\$1000			

* Rental Fees for the Pavilion for Not for Profit will not be charged since the Event Organizer is responsible for collecting the fee. The fee is still subject to 50/50 split, at the Commissioners' discretion

1. Fees are based upon a per calendar day rate. Events which extend beyond midnight of the scheduled day may be subject to a fee for an additional day.

Update: 07/09/2024		5	Fairgrounds Rental Agreement	
TOTAL (DUE 10 DAYS PRIOR TO USE)				\$

2. The Commissioners reserve the right to request verification of not-for-profit status.
3. A commercial event is defined as an activity where fees are charged to entrants and the sponsoring entity retains some or all of the proceeds from the activity or where goods or services are offered for sale or lease to the general public. The Commissioners reserve the right to determine if an event is a commercial activity.
4. Commercial vendors will pay a fee in addition to the fees listed on the attached fee schedule in the amount of 1% of gross sales, based upon the vendor's projections. The amount of the projected sales will be verified by comparison of the projection to Sales Tax as reported to the State.

5. RV or Camper Parking is only allowed for a total of three (3) days per thirty (30)-day time period, unless in conjunction with a Registered Event.

a. RV or Camper Parking in conjunction with a Registered Event must follow the policies set forth in 8a. below.

b. For RV or Camper Parking NOT in conjunction with a Registered Event:

i. Electrical and water hook-up fees are to be paid and collected at the Prowers County Administration Office at 301 S Main Street, Suite 215, Lamar, CO 81052 or by calling (719) 336-8025 during normal business hours OR at the Fairgrounds Drop Box.

ii. Each individual RV hook-up is provided for use exclusively by only one reserved RV. There is no sharing of electrical or water hook-ups.

iii. No horses or livestock shall be penned near or around RV hook-up areas. Paid RV users must pen horses in covered stalls.

iv. No RV, Trailer, Camper or Horse Trailer electrical hook-ups are allowed at any electrical outlet located on the Pavilion Structure.

v. The individual or organization on record at the Prowers County Administration Office will be responsible to pay for any damage incurred due to unauthorized electrical or water connections.

6. It is the responsibility of the Event Organizer to make arrangements to meet on-site with the Fairgrounds Caretaker no later than four (4) days prior to the event to receive building keys and facility use instructions.

7. REGISTERED EVENTS ONLY:

a. Covered and uncovered stall fees are to be reserved, collected, refunded for cleaning, and accounted for by the Event Organizer with the understanding that if covered stalls are cleaned by the Event Organizer after use, the amount collected is split 50%/50% between the Event Organization and Prowers County.

8. REGISTERED EVENTS ONLY:

a. RV Electrical and water hook-up fees are to be reserved, collected, and accounted for by the Event Organizer with the understanding that:

i. Each individual RV hook-up is provided for use exclusively by only one reserved RV. There is no sharing of electrical or water hook-ups.

ii. No horses or livestock shall be penned near or around RV hook-up areas. Paid RV users must pen horses in covered stalls.

iii. No RV, Trailer, Camper or Horse Trailer electrical hook-ups are allowed at any electrical outlet located on the Pavilion Structure. The Event Organization will be responsible to pay for any damage incurred due to unauthorized electrical connections.

PROWERS COUNTY FAIRGROUNDS

REGISTERED RODEO EVENTS

FAIRGROUNDS USE:

The Prowers County Fairgrounds is available for registered rodeo events in-season from April through October. Conditions for use of the facilities for all events including registered rodeo events are specifically detailed in the following information:

1. Prowers County Fairgrounds Facility Rental Reservation Agreement, 3 pages. Revised October 20, 2011.
2. Prowers County Fairgrounds Facility Rental Agreement, 1 page. Revised October 20, 2011.
3. Fairgrounds Fee Schedule, 2 pages. Revised October 18, 2011.
4. All event organizers who may be interested in reserving the Prowers County Fairgrounds for a registered rodeo event are encouraged to read very carefully all of the rental information provided by Prowers County before scheduling any rodeo event.

REGISTERED RODEO EVENTS:

Scheduled registered rodeo events are to be conducted in cooperation with the established fees and agreements for use of the Prowers County Fairgrounds. Event organizers are encouraged to include this information in all event literature distributed to potential rodeo participants in an effort to lessen costly misunderstandings during the event.

Unless otherwise specified, the following are applicable to registered rodeo events:

1. The fairgrounds rodeo arena is watered regularly using a water reel. Use of the water reel by event organizers is prohibited. The rodeo arena may be watered once daily during a registered rodeo event at the event organizers request only if scheduled and coordinated with the Fairgrounds Caretaker.
2. The fairgrounds rodeo arena is worked prior to the rodeo event by the Fairgrounds Caretaker using Prowers County equipment. Working the arena during the event is the responsibility of the event coordinator. The county tractor and attached arena king finisher are available for use by the event coordinator, or specified driver, for the duration of the event. A key to the tractor is provided only after the specified driver has met on-site with the Fairgrounds Caretaker for operating instructions.
3. Concession stand use is by reservation only. Call the Prowers County Extension service (719-336-7734) to reserve.
4. The event organizer is responsible to reserve and collect fees for covered stalls located in the Prowers County Pavilion. The stalls are located in the Prowers County Sale Barn and set-up by Prowers County Staff before the event.
5. The event organizer is responsible for ensuring the following:
 - a. Scheduling with the Fairgrounds Caretaker for setting up horse stalls in the Pavilion.
 - b. Scheduling with the Fairgrounds Caretaker for cleaning the stalls after the event.
6. The event organizer is responsible for reserving and collecting all fees associated with R.V. hook-ups, dry camping, and horse stall fees.

The event organizer is responsible for ensuring the following:

1. **No** horses shall be tied or penned at, or near, any R.V. electrical or water hook-up located at the arena parking area and arena parking area fencing, or at the R.V. hook-ups located north of the Prowers County Pavilion.
2. **No** R.V. campers, horse trailers, or other similar vehicles shall not be allowed to park near, and/or plug any electrical cord into the electrical outlets located in the Prowers County Pavilion.
3. **No** horses shall be tied to, or penned near, any permanent fence or any tree located anywhere on Prowers County Fairgrounds property.
4. **All** dry camping and horse penning shall be located in the southwest dirt parking area only. Under no circumstances shall dry camping and penning be located on roto-mill, asphalt, or grass areas elsewhere on the Prowers County Fairgrounds property. The Event Organizer is responsible for the cost of clean-up if horses are penned or tied in areas outside dry camp areas.

5. All R.V. hook-ups (pedestal) provided for use during registered rodeo events are for one (1) R.V. camper only. Under no circumstances shall more than one R.V. camper plug into a reserved pedestal.
6. All horses and livestock are prohibited from access to paved pedestrian and driveways, grassy areas, treed areas, and covered buildings with the exception of the Prowers County Pavilion.

USE OF THE PROWERS COUNTY FAIRGROUNDS R.V.

ELECTRIC PEDESTALS

In an on-going effort to mitigate potential damage, and to maintain safe, reliable electrical pedestals it is the responsibility of the Event Organizer to remind each camper utilizing the pedestals that:

- Each electrical pedestal is wired for 50 amp., 30 amp., or 20 amp. uses and should not be overloaded with multiple or piggyback cords and appliances.
- Each electrical pedestal is intended to be used by a single user. One camper - one pedestal. Choose one 50, 30, or 20-amp outlet that best meets the required load for each R.V. or Camp Trailer.
- Each electrical pedestal is complete and ready for use. Under no circumstances shall the face plate cover be removed and/or the electrical outlets, wiring, or related pedestal components be manipulated.
- Use only safe and well-maintained electrical cords and plugs designed to carry the specified load. Under no circumstances shall exposed cord wires be direct wired into any electrical pedestal or pedestal outlet.
- Do not secure livestock or pets to the electrical pedestals or water hydrants located in designated R.V. campsites or throughout the fairgrounds.
- The **electrical pedestal located north of the Crow's Nest** is intended for auxiliary use only and **is not available for campers.**
- Report any damaged pedestals to the event coordinator, or fairgrounds staff as soon as the damage is discovered. Damage to pedestals will be charged to the event organizer at a rate double the cost for repair or replacement.
- Under no circumstances shall RV Pedestals be used by vendors.

Campers are encouraged to use the electrical pedestals safely and responsibly. The pedestals are checked daily and potential safety hazards are reported to event coordinators for immediate corrective actions. Recommendations may include re-locating campers who share pedestals, removing and replacing hazardous cords, rescinding use of an electrical pedestal, or requiring compensation for repairing damaged pedestals.

HOME EC. BUILDING CHECKLIST

- Do not tape or hang decorations from the ceiling grid or ceiling tile.
- Do not tape or staple decorations to tables, chairs, walls, windows, or doors
- Please place all chairs and tables back as they were before leaving.
- Cleaning supplies are in the custodial supply closet located in the men's room.
- Clean and put away any items that you used.
- Please clean and dry all counter tops, sinks, and appliances in restrooms.
- Sweep and Vacuum the floors.
- Wipe down all the tables.
- Pickup all trash in restrooms, kitchen, and meeting room and place in the dumpsters located outside the south door of the building.
- Turn the meeting room lights off.
- Please return thermostat settings back to the original temperature.
(68° in the winter or 75° in the summer)
- Close and lock all windows and doors. Place the building keys in the drop box located near the south door.
- Please leave the building in the condition you found it.

Please call (719) 931-0034 to reach the caretaker.

KITCHEN CHECKLIST

- Please plan for enough time to clean-up after use. It is your responsibility to clean the Kitchen after using it.
- Wash all dishes and utensils and place back in the proper location.
- Wipe off all counter tops.
- Clean all of the appliances you use including the stove, microwave, coffee machine, and refrigerator.
- Clean and dry the sinks and faucets.
- Clean up all spills on floors and counter tops.
- Sweep and mop floors.
- Leftover food will be disposed of, be sure to take leftovers with you.

VAQUEROS BUILDING CHECKLIST

- Do not tape or hang decorations from the ceiling grid or ceiling tile.
- Do not tape or staple decorations to tables, chairs, walls, windows, or doors
- Please place all chairs and tables back as they were before leaving.
- Cleaning supplies are in the custodial supply closet located in the men's room.
- Clean and put away any items that you used.
- Please clean and dry all counter tops, sinks, and appliances in restrooms.
- Sweep and Vacuum the floors.
- Wipe down all the tables.
- Pickup all trash in restrooms, kitchen, and meeting room and place in the dumpsters located outside the south door of the building.
- Turn the meeting room lights off.
- Please return thermostat settings back to the original temperature.
(68° in the winter or 75° in the summer)
- Close and lock all windows and doors. Place the building keys in the drop box located near the south door.
- Please leave the building in the condition you found it.

Please call (719) 931-0034 to reach the caretaker.

KITCHEN CHECKLIST

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 - Clean all of the appliances you use including the stove, microwave, coffee machine, and refrigerator.
 - Clean and dry the sinks and faucets.
 - Clean up all spills on floors and counter tops.
 - Sweep and mop floors.
 - Leftover food will be disposed of, be sure to take leftovers with you.

**PROWERS COUNTY
REQUEST FOR WAIVER OF FEES AT FAIRGROUNDS**

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

Date(s) of Event

Authorized Agent

Date

Request is approved with the following conditions:

Chairman
Powers County Board of Commissioners

Date: _____

Request is denied for the following reason:

Chairman
Powers County Board of Commissioners

Date: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7-9-2024

Submitter: Administration Office

Submitted to the County Administration Office on: 7-2-2024

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 appointing one (1) Member to the Prowers County Planning Commission Board to fill the remaining term expiring January 2025.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 07/09/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 07/02/2024

Return Originals to:

Number of originals to return to Submitter: 1

Contract Due Date: 07/10/2024

Item Title/Recommended Board Action: Consider approval of letter of resignation from County Administrator Mark Westhoff effective 08/07/2024.

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!