

PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
MAY 7, 2024

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

PROWERS COUNTY JAIL
103 E OAK STREET, LAMAR, CO 81052

9:00 a.m. Prowers County Sheriff Sam Zordel, Undersheriff Sam Fief, Jail
Administrator Randy Morris
- Annual Commissioners' Jail Tour

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

WORK SESSION

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

10:30 a.m. Cheryl Sanchez, Prowers Economic Prosperity Director
- PEP update monthly

11:00 a.m. Andrew Schmidt, Enterprise Fleet Services
- Fleet Presentation

11:45 a.m. Paula Gonzales, County Budget & Finance Officer
- Update 2023 Financials

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 April 23, 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.

1:05 p.m. Prowers County Mental Health Providers, Department of Human Services,
Department of Public Health and Environment

- National Mental Health Month Proclamation

Mark Westhoff

- County Administrator Update

Rose Pugliese, Esq.

- County Attorney Update

ACTION ITEMS:

1. Consider approving a Proclamation declaring May as National Mental Health Awareness Month in Prowers County.
2. Consider approval of County Veterans Service Officer's Monthly Report and Certification of Pay – April 2024.
3. Consider approval of appointing one (1) Member to the East Prowers Weed Control District Board for a position on the Board to fill one term to expire January 2028.
4. Consider ratifying 2/23/2024 email poll approval of Contract Amendment 21-161003A2 amending original contract 21-161003 between Colorado Dept of Health Care Policy and Financing and Board of County Commissioner of Prowers County reference the Consolidated Return Mail Center, and authorizing BOCC Chair Ron Cook to execute the document electronically.
5. Consider ratifying 4-27-2024 email poll approval of County General Fund Payroll, Fringe and AP, presented in the amount of \$935,464.29, DHS Payroll and Fringe for a total of \$259,877.12, H3C Payroll and Fringe for a total of \$115,176.92 with a Certification date of 4-26-2024 and also County General A/P for a total \$78,857.53, DHS A/P for a total \$6,056.35 and H3C A/P for a total of \$1,304.94 with a Certification date of 4-30-2024 and authorizing the use of the Commissioner's Signature Stamps.

6. Consider approval of request by WinPro Development, LLC, to approve CDOT State Highway Access Permit Application to access the intersection of County Road 7 and US Highway 50 and authorizing BOCC Chairman Ron Cook to execute the Permit Application.
7. Consider approval of Sand & Sage Round-Up Fair Board's request to have a Beer Garden at the County Fairgrounds during the 2024 Sand and Sage Fair.
8. Consider approval of a Letter of Authorization for Sand & Sage Round-Up Fair Board to have a Beer Garden on County Fairgrounds during the 2024 Sand & Sage Fair.
9. Consider approval of Master Service Agreement between MGT of America Consulting, LLC and Prowers County regarding the Cost Allocation Plan Scope of Services & Preparation for 2025 and 2026.
10. Consider approving FY 2025 Amendment and Addendum between Al-Loy LLC d.b.a Detention Alternative Programs (DAP) and Prowers County for DAP to provide coordination of video hearings between Pueblo Youth Center and counties of Southern Colorado, effective from July 1, 2024 through June 30, 2025, totaling \$6600 per quarter, and authorizing Chairman Ron Cook to execute the documents.

PREVIOUSLY TABLED ACTION ITEMS:

1. Consider approval of Subdivision Exemption Application by Ethel Tempel Intervivos Trust, dece'd by Michael Tempel, Representative in the NE¼NW¼ Section 31, Township 21, Range 47. The request is to subdivide .35 acres from the existing 206.22 acres. The property is located in an A-1 Irrigated Agriculture zoning district. This will be a First Subdivision. The application was approved by the Planning Commission on April 10, 2024.

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.

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: 05/07/2024

Submitter: Mark Westhoff

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

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approving a Proclamation declaring May as National Mental Health Awareness Month in 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!

PROWERS COUNTY

Proclamation for National Mental Health Month, May 2024

Whereas now, more than ever, we must understand that the health of our minds is as important as physical health; and

Whereas one in every four people are affected by mental illness, with more Prowers County residents having reported mental health challenges such as depression, anxiety, or other conditions every year; and

Whereas Prowers County residents can find recovery through a variety of outpatient, residential, and critical crisis support options through private providers as well as Valley-Wide Health, High Plains Community Health Clinic, Prowers Medical Center, Prowers County Department of Human Services, and Prowers County Department of Public Health; and

Whereas Prowers County residents are healthier because of mental health providers' commitment to preventing hospitalizations, incarcerations, trauma, suicides, and substance use disorder through collaboration with community health centers, school districts, human services, law enforcement, and many others; and

Whereas National Mental Health Month is observed every May to raise awareness about behavioral health, recovery and hope, the importance of prevention, and the factors that contribute to mental wellness.

NOW, THEREFORE, we, as the Board of County Commissioners of Prowers County, Colorado, do hereby proclaim the month of May as National Mental Health Month in Prowers County, and call upon the citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of behavioral health and understanding the need for appropriate and accessible services for all citizens.

DONE this 7th day of May, two thousand twenty-four.

Prowers County Board of County Commissioners

Ron Cook, Chairman

Thomas Grasmick, Vice-Chairman

Wendy Buxton-Andrade, Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 5/7/2024

Submitter: Gary Harbert, Veterans Officer

Submitted to the County Administration Office on: 5/1/2024

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 – April 2024

Justification or Background: [Brief overview for the Commissioners]

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

Requesting an Email Poll for the Prowers County Veteran Office CVA 26 form.

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

THANK YOU!



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 177 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	118
Emails	150
Appointments	35
Outreach Events	1
Total Served	304

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

5/1/2024

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

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 5-7-2024

Submitter: Administration Office

Submitted to the County Administration Office on: 4-12-2024

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 East Prowers Weed Control District Board for a position on the Board to fill one term to expire January 2028.

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: 05/07/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 04/25/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 2/23/2024 email poll approval of Contract Amendment 21-161003A2 amending original contract 21-161003 between Colorado Dept of Health Care Policy and Financing and Board of County Commissioner of Prowers County reference the Consolidated Return Mail Center, and authorizing BOCC Chair Ron Cook 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: 2/23/2024

Additional Approvals (if required):

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

THANK YOU!




CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing	Original Contract Number 21-161003
Contractor Board of County Commissioners of Prowers County	Amendment Contract Number 21-161003A2
Current Contract Maximum Amount Initial Term State Fiscal Year 2021 \$1,210,343.00	Contract Performance Beginning Date September 2, 2020
Extension Terms State Fiscal Year 2022 \$2,149,486.00 State Fiscal Year 2023 \$2,072,288.00 State Fiscal Year 2024 \$2,562,499.00 State Fiscal Year 2025 \$2,072,288.00 Total for All State Fiscal Years \$10,066,904.00	Current Contract Expiration Date June 30, 2024

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 Board of County Commissioners of Prowers County</p> <p>DocuSigned by: </p> <p>By: _____ D4E4349F583143A...</p> <p>Date: 4/25/2024 08:17 PDT</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by: </p> <p>By: _____ 0B6A84797EA8493...</p> <p>Date: 4/25/2024 11:52 MDT</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>DocuSigned by: </p> <p>By: _____ 76F69541272B43A...</p> <p>Amendment Effective Date: 4/25/2024 12:00 MDT</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 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 and shall terminate on the termination of the Contract.

4. PURPOSE

This Amendment shall add funds to State Fiscal Year 2024 and define terms for the reimbursement of funds to Contractor. This Amendment shall also update Exhibit C, Rates with updated Exhibit C-2, Rates.

Amendment shall also redefine Key Personnel requirements in section 3.3

Amendment shall also add Performance Standards in Exhibit B-1 Statement of Work, Section 6.0.

5. MODIFICATIONS

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

- A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. Increase CRMC mail technician staff.
- C. 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.
- D. Exhibit B, Statement of Work is hereby deleted in its entirety and replaced with Exhibit

B-1, Statement of Work attached hereto and incorporated by reference into the Contract. All references within the Contract to Exhibit B, shall be deemed to reference to Exhibit B-1.

- E. Exhibit C-1, Rates, is hereby deleted in its entirety and replaced with Exhibit C-2, Rates, attached hereto and incorporated by reference into the Contract. All references within the Contract to Exhibit C-1, shall be deemed to reference to Exhibit C-2.

EXHIBIT B-1, STATEMENT OF WORK

1. TERMINOLOGY

- 1.1. In addition to the terms defined in §3 of this contract, acronyms and abbreviations are defined at their first occurrence in this exhibit b, statement of work. the following list of terms shall be construed and interpreted as follows:
 - 1.1.1. Business Interruption – Any event that disrupts Contractor’s ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.
 - 1.1.2. Child Health Plan Plus (CHP+) – Colorado’s public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid Program), but not enough to pay for private health insurance.
 - 1.1.3. Closeout Period – The period beginning on the earlier of ninety (90) days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.
 - 1.1.4. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
 - 1.1.5. Contractor – The individual or entity selected to complete the Work contained in the Contract.
 - 1.1.6. Consumer Price Index- Urban (CPI-U) – The Consumer Price Index for All Urban Consumers published by the US Department of Labor, Bureau of Labor Statistics.
 - 1.1.7. Data – State Confidential Information and other State information resources transferred to Contractor for the purpose of completing a task or project assigned in the Statement of Work.
 - 1.1.8. Deliverable – Any tangible or intangible object produced by Contractor as a result of the work that is intended to be delivered to the Department, regardless of whether the object is specifically described or called out as a “Deliverable” or not.
 - 1.1.9. Department – The Colorado Department of Health Care Policy and Financing.
 - 1.1.10. Disaster – An event that makes it impossible for Contractor to perform the Work out of its regular facility or facilities, and may include, but is not limited to, natural disasters, fire or terrorist attacks.
 - 1.1.11. Health First Colorado – Colorado’s Medicaid Program.
 - 1.1.12. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.
 - 1.1.13. Key Personnel – The position or positions that are specifically designated as such in this Contract.
 - 1.1.14. Member – Any individual enrolled in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.

- 1.1.15. Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.
- 1.1.16. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.17. Provider – Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid program, Colorado's CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.18. Start-Up Period – The period starting on the Effective Date and ending on the Operational Start Date.
- 1.1.19. State – The State of Colorado, acting by and through any State agency.

2. CONTRACTOR'S GENERAL REQUIREMENTS

- 2.1. The Department will contract with only one (1) organization, Contractor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered and performance standards to be met under this Contract.
- 2.2. Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, advance knowledge of legislation and other Confidential Information. In addition to all other confidentiality requirements of the Contract, Contractor shall also consider and treat any such information as Confidential Information and shall only disclose it in accordance with the terms of the Contract.
- 2.3. Contractor shall work cooperatively with Department staff and, if applicable, the staff of other State contractors to ensure the completion of the Work. The Department may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the Department's responsibilities. In the event of a conflict between Contractor and any other State contractor, the State will resolve the conflict and Contractor shall abide by the resolution provided by the State.
- 2.4. Contractor shall inform the Department on current trends and issues in the healthcare marketplace and provide information on new technologies in use that may impact Contractor's responsibilities under this Contract.
- 2.5. Contractor shall maintain complete and detailed records of all meetings, system development life cycle documents, presentations, project artifacts, and any other interactions or Deliverables related to the Work described in the Contract. Contractor shall make such records available to the Department upon request throughout the term of the Contract.
- 2.6. Deliverables
 - 2.6.1. All Deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each Deliverable.
 - 2.6.1.1. Contractor shall submit each Deliverable to the Department for review and approval and shall adhere to the following Deliverable process such for any documentation creation, review, and acceptable cycle, Contractor shall:
 - 2.6.1.1.1. Gather and document requirements for the Deliverable.
 - 2.6.1.1.2. Create a draft in the Department-approved format for the individual Deliverable.

- 2.6.1.1.3. Perform internal quality control review(s) of the Deliverable, including, but not limited to:
 - 2.6.1.1.3.1. Readability
 - 2.6.1.1.3.2. Spelling
 - 2.6.1.1.3.3. Grammar
 - 2.6.1.1.3.4. Completion
- 2.6.1.1.4. Adhere to all required templates or development of templates.
- 2.6.1.1.5. Perform modifications that include version control and tracked changes.
- 2.6.1.2. The Department will review the Deliverable and may direct Contractor to make changes to the Deliverable. Contractor shall make all changes within five (5) Business Days following the Department's direction to make the change unless the Department provides a longer period in writing.
 - 2.6.1.2.1. Changes the Department direct include, but are not limited to, modifying portions of the Deliverable, requiring new pages or portions of the Deliverable, requiring resubmission of the Deliverable or requiring inclusion of information or components that were left out of the Deliverable.
 - 2.6.1.2.2. The Department may also direct Contractor to provide clarification or provide a walkthrough of any Deliverable to assist the Department in its review. Contractor shall provide the clarification or walkthrough as directed by the Department.
- 2.6.1.3. Once the Department has received an acceptable version of the Deliverable, including all changes directed by the Department, the Department will notify Contractor of its acceptance of the Deliverable in writing. A Deliverable shall not be deemed accepted prior to the Department's notice to Contractor of its acceptance of that Deliverable.
- 2.6.1.4. Contractor shall employ an internal quality control process to ensure that all Deliverables are complete, accurate, easy to understand and of high quality, as described herein. Contractor shall provide Deliverables that, at a minimum, are responsive to the specific requirements for that Deliverable, organized into a logical order, contain accurate spelling and grammar, are formatted uniformly, and contain accurate information and correct calculations. Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables for reference as directed by the Department.
- 2.6.1.5. In the event any due date for a Deliverable falls on a day that is not a Business Day, the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.
- 2.6.1.6. All due dates or timelines that reference a period of days, months or quarters shall be measured in calendar days, months and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.
- 2.6.1.7. No Deliverable, report, data, procedure or system created by Contractor for the Department that is necessary to fulfilling Contractor's responsibilities under the Contract, as determined by the Department, shall be considered proprietary.

- 2.6.1.8. If any Deliverable contains ongoing responsibilities or requirements for Contractor, such as Deliverables that are plans, policies or procedures, then Contractor shall comply with all requirements of the most recently approved version of that Deliverable. Contractor shall not implement any version of any such Deliverable prior to receipt of the Department's written approval of that version of that Deliverable. Once a version of any Deliverable described in this subsection is approved by the Department, all requirements, milestones and other Deliverables contained within that Deliverable shall be considered to be requirements, milestones and Deliverables of this Contract.
- 2.6.1.9. Any Deliverable described as an update of another Deliverable shall be considered a version of the original Deliverable for the purposes of this subsection.

2.7. Stated Deliverables and Performance Standards

- 2.7.1. Any section within this Statement of Work headed with or including the term "DELIVERABLE" or "PERFORMANCE STANDARD" is intended to highlight a Deliverable or performance standard contained in this Statement of Work and provide a clear due date for the Deliverables. The sections with these headings are for ease of reference not intended to expand or limit the requirements or responsibilities related to any Deliverable or performance standard, except to provide the due date for the Deliverables.
- 2.7.2. Communication with the Department
 - 2.7.2.1. Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems. The Department currently uses Microsoft Office 2016 and/or Microsoft Office 365 for PC. If Contractor uses a compatible program, then Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.
 - 2.7.3. The Department will use a transmittal process to provide Contractor with official direction within the scope of the Contract. Contractor shall comply with all direction contained within a completed transmittal. For a transmittal to be considered complete, it must include, at a minimum, all of the following:
 - 2.7.3.1. The date the transmittal will be effective.
 - 2.7.3.2. Direction to Contractor regarding performance under the Contract.
 - 2.7.3.3. A due date or timeline by which Contractor shall comply with the direction contained in the transmittal.
 - 2.7.3.4. The signature of the Department employee who has been designated to sign transmittals.
 - 2.7.3.4.1. The Department will provide Contractor with the name of the person it has designated to sign transmittals on behalf of the Department, who will be the Department's primary designee. The Department will also provide Contractor with a list of backups who may sign a transmittal on behalf of the Department if the primary designee is unavailable. The Department may change any of its designees from time to time by providing notice to Contractor through a transmittal.
 - 2.7.4. The Department may deliver a completed transmittal to Contractor in hard copy, as a scanned attachment to an email or through a dedicated communication system, if such a system is available.

- 2.7.5. If a transmittal is delivered through a dedicated communication system or other electronic system, then the Department may use an electronic signature to sign that transmittal.
- 2.7.6. If Contractor receives conflicting transmittals, Contractor shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, to obtain direction. If the Department does not provide direction otherwise, then the transmittal with the latest effective date shall control.
- 2.7.7. In the event that Contractor receives direction from the Department outside of the transmittal process, it shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, and have the Department confirm that direction through a transmittal prior to complying with that direction.
- 2.7.8. Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract. Transmittals are not intended to be the sole means of communication between the Department and Contractor, and the Department may provide day-to-day communication to Contractor without using a transmittal.
- 2.7.9. Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.

2.8. Start-Up Period

- 2.8.1. With input from the Department, Contractor shall complete all of the following during the Start-Up Period:
 - 2.8.1.1. Schedule and facilitate a Kickoff Meeting that includes the following:
 - 2.8.1.1.1. Key Personnel.
 - 2.8.1.1.2. Department Leadership.
 - 2.8.1.1.3. Department Project Team Members.
 - 2.8.1.1.4. Any other relevant and needed persons or organizations.
 - 2.8.1.2. Develop Kickoff Meeting materials and an agenda that contains, at a minimum, the following:
 - 2.8.1.2.1. Initial timelines for starting the Work and creating initial Deliverables.
 - 2.8.1.2.2. Establishment of Communication channels to describe how the Work is to be completed.
 - 2.8.1.2.3. Transmission methods and specific Deliverable templates or requirements.
 - 2.8.1.2.4. Any other item required to initiate and ensure Work is started and completed on time.
 - 2.8.1.3. Prepare Kickoff Meeting Minutes and deliver them to the Department for review and approval.
 - 2.8.1.3.1. DELIVERABLE: Kickoff Meeting Agenda & Materials
 - 2.8.1.3.2. DUE: Within three (3) Business Days after the Kickoff Meeting

2.8.1.4. Create a Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for Contractor to complete its obligations under the Contract. Contractor's performance and the Policy and Procedures Manual must comply with all existing state policies and Contractor must update the Policy and Procedures Manual in accordance with State policy and procedure revisions.

2.8.1.5. Prepare all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department prior to the end of the Start-Up Period and are necessary for Contractor to begin work on the Operational Start Date. Contractor shall deliver all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department to the Department for review and approval in a timely manner that allows the Department to review and approve those documents prior to end of the Start-Up Period.

2.8.1.5.1. DELIVERABLE: Policies & Procedures Manual

2.8.1.5.2. DUE: No later than the Operational Start Date

2.9. Operations Guide

2.9.1. Contractor shall not engage in any Work under the Contract, other than the Work described in this Section 2.9 and 2.10, prior to the Operational Start Date. The Department shall not be liable to Contractor for, and Contractor shall not receive, any payment for any period prior to the Operational Start Date under this Contract.

2.9.2. Contractor shall create and implement an Operations Guide. The Operations Guide shall include the creation and management of the following:

2.9.2.1. Communication Plan.

2.9.2.2. Business Continuity Plan.

2.9.2.3. Start-Up Plan.

2.9.2.4. Closeout Plan.

2.9.3. Contractor shall submit the Operations Guide to the Department for review and approval.

2.9.4. DELIVERABLE: Operations Guide

2.9.5. DUE: Within thirty (30) Business Days after the Effective Date

2.9.6. Contractor shall review its Operations Guide on annual basis and determine if any modifications are required to account for any changes in the Work, in the Department's processes and procedures or in Contractor's processes and procedures and update the Guide as appropriate to account for any changes. Contractor shall submit an Annual Operations Guide Update that contains all changes from the most recently approved prior Operations Guide or Annual Operations Guide Update or shall note that there were no changes.

2.9.6.1. DELIVERABLE: Annual Operations Guide Update

2.9.6.2. DUE: Annually, by June 30th of each year

2.9.7. The Operational Start Date shall not occur until Contractor has completed all requirements of the Operations Guide, unless the Department provides written approval otherwise.

2.9.8. Communication with Members, Providers, and Other Entities

2.9.8.1. Contractor shall create a Communication Plan that includes, but is not limited to, all of the following:

- 2.9.8.1.1. A description of how Contractor will communicate to Members any changes to the services those Members will receive or how those Members will receive the services.
- 2.9.8.1.2. The specific means of immediate communication with Members and a method for accelerating the internal approval and communication process to address urgent communications or crisis situations.
- 2.9.8.1.3. A general plan for how Contractor will address communication deficiencies or crisis situations, including how Contractor will increase staff, contact hours or other steps Contractor will take if existing communication methods for Members or Providers are insufficient.
- 2.9.8.1.4. A listing of the following individuals within Contractor's organization, including cell phone numbers and email addresses:
- 2.9.8.1.5. An individual who is authorized to speak on the record regarding the Work, the Contract or any issues that arise that are related to the Work.
- 2.9.8.1.6. An individual who is responsible for any website or marketing related to the Work.
- 2.9.8.1.7. Back-up communication staff that can respond in the event that the other individuals listed are unavailable.

2.9.9. Business Continuity Plan

- 2.9.9.1. Contractor shall create a Business Continuity Plan that Contractor will follow in order to continue operations after a Disaster or a Business Interruption. The Business Continuity Plan shall include, but is not limited to, all of the following:
- 2.9.9.2. How Contractor will replace staff that are lost or unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.
- 2.9.9.3. How Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.
 - 2.9.9.3.1. In the event of a Disaster, the plan shall also include how Contractor will make all information available at its back-up facilities.
 - 2.9.9.3.2. How Contractor will maintain complete back-up copies of all data, databases, operating programs, files, systems, and software pertaining to enrollment information at a Department-approved, off-site location.
 - 2.9.9.3.3. How Contractor will comply with the disaster recovery standards described in Exhibit E, Information Technology Provisions.
 - 2.9.9.3.4. How Contractor will minimize the effects on Members of any Business Interruption.
 - 2.9.9.3.5. How Contractor will communicate with the Department during the Business Interruption and points of contact within Contractor's organization the Department can contact in the event of a Business Interruption.
 - 2.9.9.3.6. Planned long-term back-up facilities out of which Contractor can continue operations after a Disaster.

2.9.9.3.7. The time period it will take to transition all activities from Contractor's regular facilities to the back-up facilities after a Disaster.

2.9.9.3.8. In the event that CBMS or any other systems are unavailable for staff use, Contractor will contact the Program Manager for further direction. Plans are subject to Department approval and modification depending on the circumstances.

2.9.10. Start-Up Plan

2.9.10.1. Contractor shall create a Start-Up Plan that contains, at a minimum, the following:

2.9.10.1.1. A description of all steps, timelines, and milestones necessary to fully transition the services described in the Contract.

2.9.10.1.2. A description of all steps, timelines, milestones, and Deliverables necessary for Contractor to be fully able to perform all Work by the Operational Start Date.

2.9.10.1.3. A listing of all personnel involved in the start-up and what aspect of the start-up they are responsible for.

2.9.10.1.4. An operational readiness review for the Department to determine if Contractor is ready to begin performance of all Work.

2.9.10.1.5. The risks associated with the start-up and a plan to mitigate those risks.

2.9.10.2. Review Plan

2.9.10.2.1. The Department will periodically review the overall CRMC program success to ensure that Contractor is meeting contract deliverables. Program success shall be measured based on the KPIs (Key Performance Indicators) listed in this contract. Contractor shall provide metrics for each of the KPIs for review with the Program Manager and any other key personnel from the Department. Periodic reviews will take place at the following intervals after the contract effective date, in addition to annual reviews as listed in the Statement of Work:

2.9.10.2.1.1. Three months

2.9.10.2.1.2. Six months

2.9.10.2.1.3. Nine months

2.9.10.2.1.4. 18 months

2.9.10.3. Closeout Plan

2.9.10.3.1. Contractor shall create a Closeout Plan that describes all requirements, steps, timelines, milestones, and Deliverables necessary to fully transition the services described in the Contract from Contractor to the Department or to another contractor selected by the Department to be Contractor after the termination of the Contract.

2.9.10.3.2. The Closeout Plan shall also designate an individual to act as a closeout coordinator who will ensure that all requirements, steps, timelines, milestones, and deliverables contained in the Closeout Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on Members and the Department.

2.9.10.3.3. Contractor shall deliver the Closeout Plan to the Department for review and approval.

- 2.9.10.4. Contractor shall provide weekly updates to the Department throughout the creation of and the performances within the Operations Guide, that show Contractor's status toward meeting the milestones described herein.
- 2.9.10.5. Contractor shall be ready to perform all Work by the Operational Start Date.
- 2.9.11. Closeout Period
 - 2.9.11.1. During the Closeout Period, Contractor shall complete all of the following:
 - 2.9.11.1.1. Implement the most recent Closeout Plan or Closeout Plan Update as approved by the Department in the Operations Guide, as described herein and complete all steps, Deliverables and milestones contained in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.
 - 2.9.11.1.2. Provide to the Department, or any other contractor at the Department's direction, all reports, data, systems, Deliverables and other information reasonably necessary for a transition as determined by the Department or included in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.
 - 2.9.11.1.3. Ensure that all responsibilities under the Contract have been transferred to the Department, or to another contractor at the Department's direction, without significant interruption.
 - 2.9.11.1.4. Notify any Subcontractors of the termination of the Contract, as directed by the Department.
 - 2.9.11.1.5. Continue meeting each requirement of the Contract as described in the Department-approved and updated Closeout Plan, or until the Department determines that specific requirement is being performed by the Department or another contractor, whichever is sooner. The Department will determine when any specific requirement is being performed by the Department or another contractor, and will notify Contractor of this determination for that requirement.
 - 2.9.11.1.6. The Closeout Period may extend past the termination of the Contract. The Department will perform a closeout review to ensure that Contractor has completed all requirements of the Closeout Period. If Contractor has not completed all of the requirements of the Closeout Period by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract.
- 2.9.12. Federal Financial Participation Related Intellectual Property Ownership
 - 2.9.12.1. In addition to the intellectual property ownership rights specified in the Contract, the following subsections enumerate the intellectual property ownership requirements Contractor shall meet during the term of the Contract in relation to federal financial participation under 42 CFR §433.112 and 45 CFR §95.617.
 - 2.9.12.2. Contractor shall notify the State before designing, developing, creating or installing any new data, new software or modification of a software using Contract Funds. Contractor shall not proceed with such designing, development, creation or installation of data or software without express written approval from the State.

- 2.9.12.3. If Contractor uses Contract Funds to develop necessary materials, including, but not limited to, programs, products, procedures, data and software to fulfill its obligations under the Contract, Contractor shall document all Contract Funds used in the development of the Work Product, including, but not limited to the materials, programs, procedures, and any data, software or software modifications.
- 2.9.12.4. The terms of this Contract will encompass sole payment for any and all Work Product and intellectual property produced by Contractor for the State. Contractor shall not receive any additional payments for licenses, subscriptions, or to remove a restriction on any intellectual property Work Product related to or developed under the terms of this Contract.
- 2.9.12.5. Contractor shall provide the State comprehensive and exclusive access to and disclose all details of the Work Product produced using Contract Funds.
- 2.9.12.6. Contractor shall hereby assign to the State, without further consideration, all right, interest, title, ownership and ownership rights in all work product and deliverables prepared and developed by Contractor for the State, either alone or jointly, under this Contract, including, but not limited to, data, software and software modifications designed, developed, created or installed using Contract Funds, as allowable in the United States under 17 U.S.C.S. §201 and §204 and in any foreign jurisdictions.
- 2.9.12.7. Such assigned rights include, but are not limited to, all rights granted under 17 U.S.C.S §106, the right to use, sell, license or otherwise transfer or exploit the Work Product and the right to make such changes to the Work Product as determined by the State.
- 2.9.12.8. This assignment shall also encompass any and all rights under 17 U.S.C.S §106A, also referred to as the Visual Artists Rights Act of 1990 (VARA), and any and all moral rights to the Work Product.
- 2.9.12.9. Contractor shall require its employees and agents to, promptly sign and deliver any documents and take any action the State reasonably requests to establish and perfect the rights assigned to the State or its designees under these provisions.
- 2.9.12.10. Contractor shall execute the assignment referenced herein immediately upon the creation of the Work Product pursuant to the terms of this Contract.
- 2.9.12.11. The State claims sole ownership and all ownership rights in all copyrightable software designed, developed, created or installed under this contract, including, but not limited to:
- 2.9.12.12. Data and software, or modifications thereof created, designed or developed using Contract Funds.
- 2.9.12.13. Associated documentation and procedures designed and developed to produce any systems, programs, reports and documentation.
- 2.9.12.14. All other Work Products or documents created, designed, purchased, or developed by Contractor and funded using Contract Funds.
- 2.9.12.15. All ownership and ownership rights pertaining to Work Product created in the performance of this Contract will vest with the State, regardless of whether the Work Product was developed by Contractor or any Subcontractor.

- 2.9.12.16. Contractor shall fully assist in and allow without dispute, both during the term of this Contract and after its expiration, registration by the State of any and all copyrights and other intellectual property protections and registrations in data, software, software modifications or any other Work Product created, designed or developed using Contract Funds.
- 2.9.12.17. The State reserves a royalty-free, non-exclusive and irrevocable license to produce, publish or otherwise use such software, modifications, documentation and procedures created using Contract Funds on behalf of the State, the Federal Department of Health and Human Services (HHS) and its contractors. Such data and software includes, but is not limited to, the following:
 - 2.9.12.17.1. All computer software and programs, which have been designed or developed for the State, or acquired by Contractor on behalf of the State, which are used in performance of the Contract.
 - 2.9.12.17.2. All internal system software and programs developed by Contractor or subcontractor, including all source codes, which result from the performance of the Contract; excluding commercial software packages purchased under Contractor's own license.
 - 2.9.12.17.3. All necessary data files.
 - 2.9.12.17.4. User and operation manuals and other documentation.
 - 2.9.12.17.5. System and program documentation in the form specified by the State.
 - 2.9.12.17.6. Training materials developed for State staff, agents or designated representatives in the operation and maintenance of this software.
- 2.9.13. Performance Reviews
 - 2.9.13.1. The Department may conduct performance reviews or evaluations of Contractor in relation to the Work performed under the Contract.
 - 2.9.13.2. The Department may work with Contractor in the completion of any performance reviews or evaluations or the Department may complete any or all performance reviews or evaluations independently, at the Department's sole discretion.
 - 2.9.13.3. Contractor shall provide all information necessary for the Department to complete all performance reviews or evaluations, as determined by the Department, upon the Department's request. Contractor shall provide this information regardless of whether the Department decides to work with Contractor on any aspect of the performance review or evaluation.
 - 2.9.13.4. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract, or after termination of the Contract for any reason.
 - 2.9.13.5. The Department may make the results of any performance reviews or evaluations available to the public, or may publicly post the results of any performance reviews or evaluations.
- 2.9.14. Renewal Options and Extensions
 - 2.9.14.1. The Department may, within its sole discretion, choose to not exercise any renewal option in the Contract for any reason. If the Department chooses to not exercise an option, it may reprocure the performance of the Work in its sole discretion.

- 2.9.14.2. The Parties may amend the Contract to extend beyond five (5) years, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts, to address state or federal programmatic or policy changes related to the Contract, or to provide sufficient time to transition the Work.
- 2.9.14.3. In the event that the Contract is extended beyond five (5) years, the annual maximum compensation for the Contract in any of those additional years shall not exceed the Contract maximum amount for the prior State Fiscal Year (SFY) plus the annual percent increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Denver-Boulder-Greeley metropolitan area for the calendar year ending during that prior SFY. If the CPI-U for Denver-Boulder-Greeley is for some reason not available as specified in this subsection, the increase shall be equal to the percent increase in the CPI-U (U.S.) for the same period.
- 2.9.14.4. The limitation on the annual maximum compensation in this Contract shall not include increases made specifically as compensation for additional Work added to the Contract.
- 2.9.15. Extending Scope of Activities
 - 2.9.15.1. Scope of activities will be limited to verification of address activities, but additional tasks may be added in future phases. Should the amount of time required to perform all CRMC tasks increase as a result of added activities, additional funds for additional staffing shall be added via a Contract amendment. If the amount of time required to perform all CRMC tasks does not increase, then Contractor shall perform additional tasks without additional funding.
- 2.9.16. Department System Access
 - 2.9.16.1. In the event that Contractor requires access to any Department computer system to complete the Work, Contractor shall have and maintain all hardware, software, and interfaces necessary to access the system without requiring any modification to the Department's system. Contractor shall follow all Department policies, processes, and procedures necessary to gain access to the Department's systems.
- 2.9.17. Contractor shall be responsible for any costs associated with obtaining and maintaining access to systems needed to perform the Work under this solicitation, as determined by the Department. The Department will not reimburse Contractor for any costs associated with obtaining and maintaining access to Department systems, State of Colorado Information Technology Requirements
 - 2.9.17.1. Contractor shall adhere to all State of Colorado Information Technology Security and Privacy requirements that are relevant to the Contract outlined in Exhibit E, Information Technology Provisions.

SECTION 3.0 CONTRACTOR PERSONNEL

3.1 Personnel General Requirements

- 3.1.1 Contractor shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract.

- 3.1.2 Contractor shall provide the Department with a final list of individuals assigned to the Contract and appropriate contact information for those individuals.
- 3.2 DELIVERABLE: Final list of individuals assigned to the Contract
- 3.3 DUE: Within five (5) Business Days after the Effective Date
- 3.4 Contractor shall update this list upon the Department's request to account for changes in the individuals assigned to the Contract.
- 3.5 DELIVERABLE: Updated list of individuals assigned to the Contract
- 3.6 DUE: Within five (5) Business Days after the Department's request for an update
- 3.7 Contractor shall not permit any individual proposed for assignment to Key Personnel positions to perform any Work prior to the Department's approval of that individual to be assigned as Key Personnel.
- 3.8 Contractor shall not voluntarily change individuals in Key Personnel positions without the prior written approval of the Department. Contractor shall supply the Department with the name, resume and references for any proposed replacement whenever there is a change to Key Personnel. Any individual replacing Key Personnel shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved in writing by the Department.
- 3.9 DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position during a voluntary change.
- 3.10 DUE: At least five (5) Business Days prior to the change in Key Personnel
- 3.11 If any individual filling a Key Personnel position leaves employment with Contractor, Contractor shall propose a replacement person to the Department. The replacement person shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved, in writing, by the Department.
- 3.12 DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position who leaves employment with Contractor
- 3.13 DUE: Within ten (10) Business Days after Contractor's receipt of notice that the person is leaving employment, unless the Department allows for a longer time in writing for Contractor to recruit a replacement.
- 3.14 Personnel Availability

- 3.14.1 Contractor shall ensure Key Personnel and Other Personnel assigned to the Contract are available for meetings with the Department during the Department's normal business hours, as determined by the Department. Contractor shall also make these personnel available outside of the Department's normal business hours and on weekends with prior notice from the Department.
- 3.14.2 Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the Department, unless the Department has granted prior written approval otherwise.
- 3.14.3 Contractor shall ensure that the Key Personnel and Other Personnel attending all meetings between the Department and Contractor have the authority to represent and commit Contractor regarding work planning, problem resolution and program development.
- 3.14.4 At the Department's direction, Contractor shall make its Key Personnel and Other Personnel available to attend meetings as subject matter experts with stakeholders both within the State government and external private stakeholders.
- 3.14.5 All of Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders shall be physically present at the location of the meeting, unless the Department gives prior, written permission to attend by telephone or video conference. If Contractor has any personnel attend by telephone or video conference, Contractor shall provide all additional equipment necessary for attendance, including any virtual meeting space or telephone conference lines.
- 3.14.6 Contractor shall respond to all telephone calls, voicemails, and emails from the Department within two (2) Business Days of receipt by Contractor.

3.15 Key Personnel

- 3.15.1 Contractor shall designate people to hold the following Key Personnel positions:
 - 3.3.1.1. CRMC Director-(Full-time position to be split between the Overflow Processing Center)
 - 3.3.1.2. The Director shall have a background matching the following qualifications, to the extent possible.
 - 3.3.1.3. The Director shall oversee contract decisions, prepare changes and/or updates to the contract, coordinate the preparation and review of reports and provide oversight to the ongoing operations of the Consolidated Returned Mail Center (CRMC). The Director shall report to the County Administrator.
 - 3.3.1.4. The Director shall be responsible for all of the following:
 - 3.3.1.4.1. Serving as Contractor's primary point of contact for the Department.
 - 3.3.1.4.2. Ensuring the completion of all Work in accordance with the Contract's requirements.
 - 3.3.1.4.3. The implementation and ongoing operations of the CRMC including but not limited to, ensuring the accuracy, timeliness and completeness of all work outlined in the Contract.
 - 3.3.1.4.4. Overseeing Other Personnel and ensuring proper staffing levels throughout the term of the Contract.
 - 3.3.1.5. Consolidated Returned Mail Center (CRMC) Operations Manager

- 3.3.1.5.1. The Operations Manager shall assist with the implementation and ongoing operation of the Consolidated Returned Mail Center. The Operations Manager shall manage performance standards to meet contract goals and keep the CRMC on track. The Operations Manager shall report to the Director.
- 3.3.1.5.2. The Operations Manager shall have a background matching the following qualifications:
 - 3.3.1.5.2.1. Four years of successful experience in account management with direct accountability for Contractor's responsibilities and performance;
 - 3.3.1.5.2.2. Three years managing system and/or service implementation experience.
 - 3.3.1.5.2.3. Two years managing ten or more people;
 - 3.3.1.5.2.4. Three years managing system and/or service implementation experience.
 - 3.3.1.5.2.5. Two years managing ten or more people;
 - 3.3.1.5.2.6. Effective and efficient communication skills;
 - 3.3.1.5.2.7. Bachelor's degree or Five years of practical work experience
 - 3.3.1.5.2.8. Project Management Skills
 - 3.3.1.5.2.9. Experience with report creation and analysis
 - 3.3.1.5.2.10. Serving as Contractor's primary point of contact for the Department.
 - 3.3.1.5.2.11. Ensuring the completion of all Work in accordance with the Contract's Requirements. This includes, but is not limited to, ensuring the accuracy, timeliness, and completeness of all work and product deliverables.
 - 3.3.1.5.2.12. Overseeing all other Key Personnel and Other Personnel and ensuring proper staffing levels throughout the term of the contract.
 - 3.3.1.5.2.13. Be a full-time employee of Contractor and located at CRMC.
- 3.3.1.5.3. The Operations Manager shall be responsible for all of the following:
 - 3.3.1.5.3.1. Ensuring all paperwork is completed and submitted timely for newly hired staff and terminated employees, including CBMS access, training, and supporting system accesses needed to perform in the position while employed at the CRMC.
 - 3.3.1.5.3.2. Monitoring daily staff performance, daily goals, personnel issues, workload needs and assignment concerns.
 - 3.3.1.5.3.3. Overseeing supervisory staff and ensuring that training is provided to properly coach and develop their teams.
 - 3.3.1.5.3.4. Attending Department and State meetings (check-ins) to ensure information is received and disbursed to staff at all times.
 - 3.3.1.5.3.5. Make management-level decisions regarding the pre-
 - 3.3.1.5.3.6. Implementation activities.
 - 3.3.1.5.3.7. This is required for the pre-implementation period but does not preclude Contractor from continuing this function thru the Contract term;

- 3.3.1.5.3.8. Coordinate and execute project management activities, budget, timelines, project
- 3.3.1.5.3.9. Status updates, and resources related to the pre-implementation period.
- 3.3.1.5.3.10. Assess organizational risks, communicate issues, and recommended resolutions;
- 3.3.1.5.3.11. Plan and administer programs or interrelated activities of a complex nature;
- 3.3.1.5.3.12. Set and achieve operations and individual goals;
- 3.3.1.5.3.13. Adapt to and implement industry innovations and best practices to ensure maximum operational efficiency.
- 3.3.1.5.4. Additional Key Personnel
 - 3.3.1.5.4.1. Contractor shall ensure proper staffing of Processing Technicians and other personnel necessary to perform the required services.
 - 3.3.1.5.4.2. All staff shall have basic computer skills.
 - 3.3.1.5.4.3. Staff shall have a general understanding of eligibility and enrollment-related technology, including electronic document management systems and eligibility determination systems.
 - 3.3.1.5.4.4. Staff performing Work shall be in the Prowers County area while performing the Work unless otherwise approved by the Department.
- 3.3.1.5.5. New Hire Employees
- 3.3.1.5.6. For each newly hired employee, Contractor shall:
 - 3.3.1.5.6.1. Provide the Department with resumes for each new hire of the managerial and/or supervisory staff
 - 3.3.1.5.6.2. Ensure each new hire employee has, at a minimum:
 - 3.3.1.5.6.3. Employee of Contractor;
 - 3.3.1.5.6.4. Located at CRMC facility through the Contract term;
 - 3.3.1.5.6.5. Knowledge of returned mail processing preferred;
 - 3.3.1.5.6.6. Knowledge of health care administration, including managed care, Medicaid and CHP+ eligibility and enrollment processes preferred;
 - 3.3.1.5.6.7. Knowledge of Federal and State statutes, legislative initiatives and regulations, and Federal, State, and local policies preferred;
 - 3.3.1.5.6.8. Demonstrate effective and efficient communications skills, both written and oral;
- 3.3.1.5.7. Other Personnel Responsibilities
- 3.3.1.5.8. Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of this Contract. If the Department determines that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of this Contract, Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of this Contract at no additional cost to the Department.

- 3.3.1.5.9. Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. Contractor shall provide all necessary training to its Other Personnel, except for State-provided training specifically described in this Contract.
- 3.3.1.5.10. Contractor may not subcontract to complete a portion of the Work required by the Contract.

SECTION 4.0 PROJECT SPECIFIC STATEMENT OF WORK

4.1 All functions associated with CRMC must be located in Prowers County Colorado except otherwise approved by the Department.

4.2 CRMC must be open Monday through Friday from 7:30 a.m. To 6:00 p.m. Mountain time, excluding the following holidays:

- 4.2.1 New Year's Day
- 4.2.2 Presidents' Day
- 4.2.3 Good Friday
- 4.2.4 Memorial Day
- 4.2.5 July 4th
- 4.2.6 Labor Day
- 4.2.7 Veteran's Day
- 4.2.8 Thanksgiving Day
- 4.2.9 Day after Thanksgiving
- 4.2.10 Christmas Eve
- 4.2.11 Christmas Day
- 4.2.12 Day after Christmas

4.3 Holiday compensation with Federal/State funds for these dates is only 8 hours regardless of the employees scheduled workday hours.

4.3.1 The Department may amend the Contract to change the hours of operations, based upon business needs.

4.4 Transition Work Plan

4.4.1 Contractor shall create a Transition Work Plan for the CBMS returned mail, CRMC Services, and CRMC actives that includes, at a minimum:

- 4.4.1.1 Implementation planning for returned mail services currently provided by the counties and eligibility partners.
- 4.4.1.2 A description of Contractor's facilities they plan to use to perform the Work.
- 4.4.1.3 Establishment and implementation planning of Contractor's phone-based activities.
- 4.4.1.4 Implementation planning for the services in the Statement of Work.

4.4.1.5 Detailed timeline of implementation and transition activities

4.4.2 Contractor shall deliver the Transition Work Plan to the Department for review and approval.

4.4.3 DELIVERABLE: Transition Work Plan

4.4.4 DUE: Within Five Business Days of the Effective Date

4.5 Staffing Plan

4.5.1 Contractor shall create a Staffing Plan that includes, at a minimum:

4.5.1.1 Adequate staffing and infrastructure to execute the work outlined in this contract for the purpose of operating the CRMC; specifically to receive and process all returned mail generated from CBMS. Any person filling staffing role must meet state guidelines and shall not perform any Work prior to Department approval.

4.5.2 DELIVERABLE: Staffing Plan

4.5.3 DUE: Within Five Business Days of the Effective Date

4.6 Business Plan

4.6.1 Contractor shall create a Business Plan that includes, at a minimum:

4.6.1.1 Lessons learned and corrective action implemented from the previous State Fiscal Years, for all years other than the Initial Term.

4.6.1.2 Operations improvement objectives.

4.6.1.3 Updated performance goals.

4.6.2 Contractor shall provide the Business Plan to the Department for review and approval.

4.6.3 DELIVERABLE: Business Plan

4.6.4 DUE: 45 Calendar Days after the start of each State Fiscal Year which starts on July 1.

4.6.5 Contractor shall update the Business Plan annually, or at the request of the Department.

4.6.6 DELIVERABLE: Updated Business Plan

4.6.7 DUE: 45 Calendar Days after the start of each State Fiscal Year which starts on July 1.

4.7 Communications Management Plan

- 4.7.1 Contractor shall work with the Department to identify mail center responsibilities.
- 4.7.2 Contractor shall participate in meetings and discussions as requested by the Department.
- 4.7.3 Contractor shall communicate changes in policies, procedures, or rules as a result of CRMC activities to counties, Medical Assistance (MA) / Provider Enrollment (PE) / Certified Application Assistance Sites (CAAS) / Connect for Health (C4H) / Community-Based Organization (CBO) sites.
- 4.7.4 Disseminate necessary communications to Contractor staff in a timely manner, as directed by the Department.
- 4.7.5 Contractor shall create a Communications Management Plan that includes, at a minimum:
 - 4.7.5.1 Develop as part of the Communication Management Plan a method of disseminating Department information to Contractor's staff.
 - 4.7.5.2 Changes in any procedures to counties
 - 4.7.5.3 Update the Communication Management Plan with new decisions, business processes, changes, or revised communication methods.
 - 4.7.5.4 Work with the Department and Department-appointed stakeholders to identify business process gaps. Assist in defining and documenting identified business processes.
 - 4.7.5.5 Participate in meetings, work groups and other sessions as defined by the Department.
- 4.7.6 Contractor shall submit the Communications Management Plan to the Department for review and approval.
- 4.7.7 DELIVERABLE: Communications Management Plan
- 4.7.8 DUE: 45 Calendar Days after the start of each State Fiscal Year which starts on July 1
- 4.7.9 Contractor shall update the Communications Management Plan Annually
- 4.7.10 DELIVERABLE: Updated Communications Management Plan
- 4.7.11 DUE: 45 Calendar Days after the start of each State Fiscal Year which starts on July 1.
- 4.8 Standard Operating Procedures (SOP) Manual
 - 4.8.1 Contractor shall create a Standard Operating Procedures (SOP) Manual that includes, at a minimum:
 - 4.8.1.1 A procedure for processing all returned mail, including the following:
 - 4.8.1.2 Contacting members;
 - 4.8.1.3 Receipt of mail and reports
 - 4.8.1.4 Document archival and retention
 - 4.8.1.5 Research capabilities;
 - 4.8.1.6 Following up according to program rules;
 - 4.8.1.7 Act on mail based on reason for outreach, program type, and/or Department originating the letter to the member;

- 4.8.1.8 Take action on mail that may include communication with multiple stakeholders (e.g., counties and other eligibility partners)
- 4.8.1.9 When mail is returned due to insufficient, outdated, or incorrect address information, Contractor shall research internal systems and CBMS for comments and notes regarding address information changes.
- 4.8.1.10 If no comments or notes are found, Contractor shall make at least three attempts to reach the client via email or phone, unless both email and phone numbers are not valid.
- 4.8.1.11 Contractor will document all contact attempts in CBMS.
- 4.8.2 Contractor shall submit the SOP Manual to the Department for review and approval.
- 4.8.3 DELIVERABLE: SOP Manual
- 4.8.4 DUE: 45 Calendar Days after the start of each State Fiscal Year.
- 4.8.5 Quality Assurance/Quality Management (QA/QM) Plan
 - 4.8.5.1 Contractor shall submit an initial QA/QM Plan to the Department. Contractor shall have Department approval prior to implementing the plan.
 - 4.8.5.2 Contractor will amend upon changes in state or federal regulations within 30 days of change.
- 4.8.6 Needs and Opportunities for quality improvement.
 - 4.8.6.1 Contractor's self-review of its eligibility site's performance for KPIs (key performance indicators) as outlined in the Monthly Operations Reports section of this agreement, in the areas of:
 - 4.8.6.2 Timeliness of returned mail processing – within 5 Business Days
 - 4.8.6.3 Timeliness for sending out any reprocessed mail - within 3 Business Days
 - 4.8.6.4 Accuracy in recording member record with any other pertinent case notes – 97% accurate for all case notes beginning 30 days after program launch.
 - 4.8.6.5 Accuracy of notes on member accounts, member addresses, and other data entry on member cases in CBMS – 97% accurate for all case notes beginning 30 days after program launch.
 - 4.8.6.6 Percent of corrected member's return mail addresses – able to update 75% of all member addresses beginning 30 days after program launch.
 - 4.8.6.7 Average number of returned mail records processed per day – a minimum of 6500 records processed per day including backlog (if any) beginning 30 days after program launch. Regard for CBMS system downtime (if any) to be considered in records processed.
 - 4.8.6.8 Average number of attempts to contact the member to update their address – at least 3 per member
 - 4.8.6.9 Average number of backlog (if any) of returned mail records processed per day – a minimum of 6500 records per day beginning 30 days after program launch.
 - 4.8.6.10 Average score on county / eligibility partner surveys – at least 95% on all eligibility partner surveys
 - 4.8.6.11 Total number of complaints about the CRMC in any given month – no more than 1 per month, beginning 30 days after program launch.

4.8.6.12 A description of how the QA/QM Plan will meet the Departments performance requirements based on KPIs (Key Performance Indicators) outlined in this Contract.

4.8.7 DELIVERABLE: QA/QM Plan

4.8.8 DUE: Within 120 Days after the Effective Date and updated annually thereafter.

4.8.8.1 Contractor shall perform supervisory case reviews on a random 5% sample of all member cases that had returned mail weekly to evaluate timely processing and data entry accuracy.

4.8.8.2 Contractor shall continually monitor and evaluate eligibility activities and performances against QA/QM metrics.

4.8.8.3 Contractor shall plan, implement, and consistently improve the Quality Assurance/Quality Management (QA/QM) Plan that includes, at a minimum:

4.8.9 Needs and Opportunities for quality improvement.

4.8.9.1 Contractor's self-review of its eligibility site's performance for KPIs (Key Performance Indicators) as outlined in the Monthly Operations Reports section of this agreement, in the areas of:

4.8.9.1.1 Timeliness of returned mail processing – within 5 Business Days.

4.8.9.1.2 Timeliness for sending out any reprocessed mail - within 3 Business Days.

4.8.9.1.3 Accuracy in recording member record with any other pertinent case notes – 97% accurate for all case notes beginning 30 days after program launch.

4.8.9.1.4 Accuracy of notes on member accounts, member addresses, and other data entry on member cases in CBMS – 97% accurate for all case notes beginning 30 days after program launch.

4.8.9.1.5 Percent of corrected member's return mail addresses – able to update 75% of all member addresses beginning 30 days after program launch.

4.8.9.1.6 Average number of returned mail records processed per day – a minimum of 6500 records processed per day including backlog (if any) beginning 30 days after program launch. Regard for CBMS system downtime (if any) to be considered in records processed.

4.8.9.1.7 Average number of attempts to contact the member to update their address – at least 3 per member.

4.8.9.1.8 Average score on county / eligibility partner surveys – at least 95% on all eligibility partner surveys beginning 30 days after program launch.

4.8.9.1.9 Total number of complaints about the CRMC in any given month – no more than 1 escalated / unresolved complaint per month.

4.8.9.1.10 The results of supervisory case reviews shall be reported, including specific action steps to correct / improve any metrics in order to meet KPIs.

- 4.9.10.1 Contractor shall create a Cyber Security Plan that includes, at a minimum, the following criteria that shall align with state policies:
 - 4.9.10.1.1 PII (Personal Identifiable Information) protection
 - 4.9.10.1.2 Data breach safeguards
 - 4.9.10.1.3 Incident response and reporting
 - 4.9.10.1.4 Financial data protections
- 4.9.10.2 Internal controls
- 4.9.11 DELIVERABLE: Cyber Security Plan
- 4.9.12 DUE: 45 Business Days from Effective Date
- 4.9.13 Contractor shall update the Cyber Security Plan Annually
- 4.9.14 DELIVERABLE: Updated Cyber Security Plan
- 4.9.15 DUE: 45 Calendar Days after the start of each State Fiscal Year.
- 4.9.16 Member Communication Templates
- 4.9.17 Contractor shall create Member Communication Templates that include, at a minimum:
 - 4.9.17.1 Create and submit for the Department's advance review and approval, documentation templates for all client correspondence, including all email, telephone, and letters.
- 4.9.18 DELIVERABLE: Member Communication Templates
- 4.9.19 DUE: 45 Business Days from Contract Effective Date
- 4.9.20 Contractor shall update the Member Communication Templates Annually
- 4.9.21 DELIVERABLE: Updated Member Communication Templates
- 4.9.22 DUE: 45 Calendar Days after the start of each State Fiscal Year.
- 4.10 Operational Readiness Assessment Plan
 - 4.10.1. Contractor shall create an Operational Readiness Assessment Plan that ensures Contractor has the following requirements in place by the Effective Date:
 - 4.10.1.1. Space to store mail as needed per policy requirements that is functional and ready for operations.
 - 4.10.1.2. Barcode and/or QR code reading and scanning capabilities as specified by the Department
 - 4.10.1.3. Staff hired and trained by a certified trainer on all job-related functions.
 - 4.10.1.4. Colorado Benefits Management System (CBMS) access.
 - 4.10.1.5. Electronic Document Management Storage (EDMS) access.
 - 4.10.1.6. Change control log.
 - 4.10.1.7. Communications templates for all communications.
 - 4.10.1.8. Reporting procedures.

- 4.10.1.9. Technical requirements have been met, including at a minimum, providing the following services that are consistent and high-quality so that the CRMC staff can meet the KPIs (Key Performance Indicators) as well as the Information Technology Provisions in Exhibit E of this agreement.
- 4.10.1.10. Computers, software, equipment as defined by the Department.
- 4.10.1.11. High-speed Internet.
- 4.10.1.12. IT support.
- 4.10.1.13. Shredding service and/or capabilities as needed and using secure shredding protocols defined by the Department.
- 4.10.2. Contractor shall provide the Operational Readiness Assessment Plan to the Department for review and approval.
- 4.10.3. DELIVERABLE: Operational Readiness Assessment Plan
- 4.10.4. DUE: 45 Business Days from Contract Effective Date
- 4.11 Monthly Operations Meetings
 - 4.11.1. Monthly Operations Meetings: Contractor shall include an agenda as well as create and distribute meeting minutes and follow up action items.
 - 4.11.2. Operational statistics on work performed as listed in Key Performance Indicators (KPIs);
 - 4.11.3. Suggestions for continuous improvement
 - 4.11.4. Issues/Risks
 - 4.11.5. DELIVERABLE 1: Monthly Meeting Agenda and Minutes Format;
 - 4.11.6. DUE: 45 business days from effective date of contract
 - 4.11.7. DELIVERABLE 2: Monthly meeting agenda, minutes, and action items
 - 4.11.8. DUE: First Business Day of the Month for the Previous Month
- 4.12 Implementation Status Reports
 - 4.12.1. Contractor shall provide the Department with Implementation Status Reports that include, at a minimum:
 - 4.12.1.1. Status of workplan;
 - 4.12.1.2. Project workplan with updates;
 - 4.12.2. DELIVERABLE: Implementation Status Reports
 - 4.12.3. DUE: Every Friday until Program Soft Launch
- 4.13 Monthly Operations Status Reports

- 4.13.1. Contractor shall provide the Department with Monthly Operations Status Reports that include, at a minimum, metrics for the following KPIs (Key Performance Indicators):
 - 4.13.1.1. Process all return mail files within 14 business days of receipt of electronic file or returned letter. Process is identified as:
 - 4.13.1.2. Having successfully reached the member and updated the member's CBMS record with an updated address, or;
 - 4.13.1.3. Having attempted to contact the member the required number of times via email and/or phone number.
 - 4.13.1.4. Having updated the member's record with any other pertinent case notes.
 - 4.13.1.5. An average of 6500 returned mail records processed per day
 - 4.13.1.6. Replacement mail, mail originally sent to a member that was returned and processed by the CRMC, to a validated member address is sent back out within three Business Days when applicable.
 - 4.13.1.7. Notes on member accounts, member addresses, and other data entry on member cases in CBMS is 97% accurate.
 - 4.13.1.8. Contractor corrects 75% of member's return mail addresses The Department will review this function and revise this estimate after three months if needed. Such decision will be made in collaboration with Contractor.
 - 4.13.1.9. Contractor processes any existing backlog of returned mail at a rate of 6500 pieces / day after having processed all current returned mail if needed should there be any existing backlog.
 - 4.13.1.10. Contractor receives scores of 95% or higher on CRMC surveys sent to counties, eligibility partners, and/or members.
 - 4.13.1.11. The Department receives no more than 1 complaint per month from members contacted by the CRMC regarding contractor performance
 - 4.13.1.12. Note that if Contractor must process returned mail manually for any reason, the Department will reconsider the KPIs with regards to any processing time constraints.
- 4.13.2. DELIVERABLE: Monthly Operations Status Report
- 4.13.3. DUE: On the first business day of each month for the month prior
- 4.13.4. Contractor shall update the Monthly Operations Status Report Template Annually
- 4.13.5. DELIVERABLE: Updated Monthly Operations Status Report Template
- 4.13.6. DUE: 45 Calendar days after the start of each State Fiscal Year
- 4.14 Annual Report

- 4.14.1. Contractor shall create an Annual Report that includes, at a minimum:
 - 4.14.1.1. A summary of the prior SFY's activities, excluding the Initial Term, including but not limited to:
 - 4.14.1.1.1. A trend analysis for components of the monthly report, including recommendations for improvement.
 - 4.14.1.1.2. An executive summary describing CRMC issues, trends, and recommendations, including lessons learned from the previous year.
 - 4.14.1.1.3. A time and cost allocation report breaking down the unit price for CRMC activities.
 - 4.14.2. Contractor shall provide the Annual Report to the Department for review and approval.
 - 4.14.3. DELIVERABLE: Annual Report
 - 4.14.4. DUE: Every Year on July 1, or the first Business Day after July 1.
- 4.15 Implementation Ad Hoc Reports
 - 4.15.1. Contractor shall provide the Department with Implementation Ad Hoc Reports that include, at a minimum:
 - 4.15.1.1. Overall status of project;
 - 4.15.1.2. Expenses used;
 - 4.15.1.3. Issues / risks to implementation;
 - 4.15.1.4. Staffing level completion;
 - 4.15.1.5. Training completion;
 - 4.15.1.6. Facilities / physical location completion;
 - 4.15.1.7. Infrastructure completion;
 - 4.15.1.8. Planning completion (e.g., disaster recovery, operational readiness, communications, operations manual)
 - 4.15.2. DELIVERABLE: Implementation Ad Hoc Reports
 - 4.15.3. DUE: Within 5 Business Days of the Department's Request
- 4.16 Operations Ad Hoc Reports
 - 4.16.1 Contractor shall provide the Department with Ops ad Hoc Reports regarding the Work, at the Department's request.
 - 4.16.2 DELIVERABLE: Purpose and content of the report will be identified by the Department upon report request.
 - 4.16.3 DUE: Within 5 Business Days of the Department's Request

SECTION 5.0 REPORTING REQUIREMENTS

- 5.1. Contractor shall provide all reports listed in this section in the format directed by the Department and containing the information requested by the Department.
- 5.1.1. Administrative reporting
- 5.1.2. Contractor shall provide an Administrative Report to the Department, upon the Department's request, covering the period directed by the Department.
- 5.1.3. The Administrative Report shall contain all information regarding Contractor's staffing, expenses and revenues relating to the Work, as directed by the Department for the period that the report covers. This information may include, but is not limited to, all of the following:
 - 5.1.3.1. Number of Full Time Equivalent per position category, as determined by the Department, and total salary expenditure for that position category.
 - 5.1.3.2. Operating expenses broken out by category, as determined by the Department.
 - 5.1.3.3. Number of staff that were newly hired and separated and number of vacant positions, broken out by position category, as determined by the Department.
 - 5.1.3.4. Administrative expenditures, such as payments to Subcontractors and Providers, broken out by source as directed by the Department.
- 5.1.4. Contractor shall deliver the Administrative Report to the Department within ten (10) Business Days following the request by the Department for that report. The Department may create a fixed schedule for Contractor's submission of the Administrative Report by delivering the schedule to Contractor in writing. The Department may change or terminate any fixed schedule it creates by notifying Contractor in writing of the change or termination.
- 5.1.5. DELIVERABLE: Administrative Report
- 5.1.6. DUE: Within ten (10) Business Days after the Department's request. If the Department has delivered a fixed schedule to Contractor, then Contractor shall deliver the report as described in the most recent version of that schedule.

6.0 PERFORMANCE STANDARDS

- 6.1. Performance Standard
 - 6.1.1. Contractor shall ensure the weekly attendance report is submitted correctly and on time 99% of the time over monthly period.
 - 6.1.2. Contractor shall provide a weekly attendance report containing the following information:
 - 6.1.2.1. Number of employees in attendance daily.
 - 6.1.2.2. Number of vacant positions.
 - 6.1.2.3. Number of employees on leave.
 - 6.1.2.4. Number of employees out due to illness.
 - 6.1.2.5. Number of employees out of the office due to training.
 - 6.1.2.6. Number of employees in training.
 - 6.1.3. Contractor to supply analysis of any attendance variance.

- 6.1.4 DELIVERABLE: Weekly Attendance Report
- 6.1.5 DUE: Mondays for the previous week's information.
- 6.1.6 DELIVERABLE: Monthly Report
- 6.1.7 DUE: By the 10th of the following month for the previous month's information.
- 6.1.8 DELIVERABLE: Quarterly Report
- 6.1.9 DUE: By the 10th of the following end of the quarter.
- 6.1.9.1 First Quarter: July-September
- 6.1.9.2 Second Quarter: October-December
- 6.1.9.3 Third Quarter: January-March
- 6.1.9.4 Fourth Quarter: April-June

7.0 COMPENSATION AND INVOICING

7.1 Compensation

- 7.1.1 Contractor will receive payment as specified in Exhibit C, Rates.
- 7.1.2 Detailed Invoicing and Payment Procedures
- 7.1.3 Contractor shall invoice the Department on a monthly basis, by the fifteenth (15th) Business Day of the month following the month for which the invoice covers. Contractor shall not invoice the Department for a month prior to the last day of that month.
- 7.1.4 The invoice shall contain all the following for the month for which the invoice covers:
 - 7.1.4.1 Staffing expenses
 - 7.1.4.2 Lease & utility expenses
 - 7.1.4.3 Operating expenses
 - 7.1.4.4 Computers, software, equipment
 - 7.1.4.5 Internet
 - 7.1.4.6 IT support
 - 7.1.4.7 Maintenance (Powers county to specify)
 - 7.1.4.8 Mileage / meeting / training expenses (Powers county to specify)
 - 7.1.4.9 Office equipment
 - 7.1.4.10 Office supplies
 - 7.1.4.11 Personnel time recording
 - 7.1.4.12 Postage
 - 7.1.4.13 Professional services (Powers county to specify)
 - 7.1.4.14 Shredding
 - 7.1.4.15 Telephone

7.1.4.16 Other expenses (Prowers county to specify)

7.2 Closeout Payments

7.2.1 Notwithstanding anything to the contrary in this Contract, all payments for the final month of this Contract shall be paid to Contractor no sooner than ten (10) days after the Department has determined that Contractor has completed all of the requirements of the Closeout Period.

7.3 Available Funding

7.3.1 If available funding is not approved by CMS, the Department will not pay Contractor for further work where the funding has not been approved.

7.3.2 If CMS requests changes to the funding, Contractor shall work with the Department to modify the costs under this Contract to align with the approved funding.

EXHIBIT C-2, RATES – OPERATIONS July 2023-December 2023

DELIVERABLES	DATE DUE TO THE DEPARTMENT: Last business day of the month	FIXED PRICE PAID UPON ACCEPTANCE OF DELIVERABLE (Prowers county CRMC operating costs Exhibit F)	Breakdown Cost
Staffing Salaries/Benefits/Taxes	15 th of the following month	\$ 927,820.00	
Staffing Breakdown			
Mail Technicians X 40 Salaries July 2023-June 2024			\$ 650,000.00
Lead Mail Technicians X 3			\$ 50,820.00
Supervisors X 2			\$ 70,000.00
Operations Manager			\$ 55,000.00
Director X 1 (Split 50/50 with OPC)			\$ 47,000.00
Staff Overtime Expense			\$ 55,000.00
Staffing Incentive (Quarterly \$25,000)	15 th of the following month	\$ 50,000.00	
Annual Staffing Incentive (Awarded end of November)	15 th of the following month	\$ 50,000.00	
Rent (including utilities)	15 th of the following month	\$ 36,960.00	
Operating expense - computer software & equipment	15 th of the following month	\$ 10,000.00	
Operating expense - Additional staff computer & equipment expense	15 th of the following month	\$ 23,000.00	
Operating expense - Internet	15 th of the following month	\$ 3,000.00	
Operating expense - IT support & install	15 th of the following month	\$ 15,000.00	
Operating expense - maintenance contracts	15 th of the following month	\$ 4,600.00	
Operating expense - mileage / meeting / training	15 th of the following month	\$ 5,000.00	
Operating expense - office equipment	15 th of the following month	\$ 5,000.00	
Operating expense - office supplies	15 th of the following month	\$ 5,000.00	
Operating expense - personnel time recording	15 th of the following month	\$ 500.00	
Operating expense - postage	15 th of the following month	\$ 4,000.00	

Operating expense - professional services	15 th of the following month	\$ 500.00	
Operating expense - Language Line	15 th of the following month	\$ 6,000.00	
Operating expense - shredding	15 th of the following month	\$ 7,500.00	
Operating expense - telephone	15 th of the following month	\$ 5,000.00	
Operating expense - other	15 th of the following month	\$ 5,000.00	
Total Allowable Budget Expenses July 2023-December 2023		\$1,163,880	
Operating expense - Indirect Cost calculated at 15% for Administrative, Accounting, Human Resources, Accounts Receivable/Accounts Payable, Annual Audit Services	15 th of the following month	\$174,582	
Total Budget July 2023-December 2023		\$1,338,462	

EXHIBIT C-2, RATES – OPERATIONS January 2024-June 2024

DELIVERABLES	DATE DUE TO THE DEPARTMENT: Last business day of the month	FIXED PRICE PAID UPON ACCEPTANCE OF DELIVERABLE (Prowers county CRMC operating costs Exhibit F)	Breakdown Cost
Staffing Salaries/Benefits/Taxes (includes annual raises scheduled for January 1 2024)	15th of the following month	\$901,320.00	
Staffing Breakdown			
Mail Technicians X 40 Salaries July 2023-June 2024			\$650,000.00
Lead Mail Technicians X 3			\$50,820.00
Supervisors X 2			\$48,000.00
Operations Manager			\$55,000.00
Director X 1			\$47,500.00
Staff Overtime Expense			\$50,000.00
Staffing Incentive (Quarterly \$25,000)	15th of the following month	\$50,000.00	
Rent (including utilities)	15th of the following month	\$36,960.00	
Operating expense – computer software & equipment	15th of the following month	\$10,000.00	
Operating expense – Internet	15th of the following month	\$3,000.00	
Operating expense – IT support & install	15th of the following month	\$15,000.00	
Operating expense – maintenance contracts	15th of the following month	\$4,600.00	
Operating expense - mileage / meeting / training	15th of the following month	\$5,000.00	
Operating expense – office equipment	15th of the following month	\$5,000.00	
Operating expense – office supplies	15th of the following month	\$5,000.00	
Operating expense – personnel time recording	15th of the following month	\$500.00	

Operating expense – postage	15th of the following month	\$4,000.00	
Operating expense – professional services	15th of the following month	\$500.00	
Operating expense - Language Line	15th of the following month	\$6,000.00	
Operating expense – shredding	15th of the following month	\$7,500.00	
Operating expense – telephone	15th of the following month	\$5,000.00	
Operating expense – other	15th of the following month	\$5,000.00	
Total Allowable Budget Expenses January 2024-June 2024		\$1,064,380.00	
Operating expense – Indirect Cost calculated at 15% for Administrative, Accounting, Human Resources, Accounts Receivable/Accounts Payable, Annual Audit Services	15th of the following month	\$159,657.00	
Total Budget January 2024-June 2024		\$1,224,037.00	

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 5-7-2024

Submitter: Paula Gonzales, County Finance Director & DHS & H3C

Submitted to the County Administration Office on: email poll 4-27-2024

Return Originals to: Jana Coen & Admin, DHS, & H3C

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 4-27-2024 email poll approval of County General Fund Payroll, Fringe and AP, presented in the amount of \$935,464.29, DHS Payroll and Fringe for a total of \$259,877.12, H3C Payroll and Fringe for a total of \$115,176.92 with a Certification date of 4-26-2024 and also County General A/P for a total \$78,857.53, DHS A/P for a total \$6,056.35 and H3C A/P for a total of \$1,304.94 with a Certification date of 4-30-2024 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: \$935,464.29 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **April 26, 2024**

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 26,452.00	317,759.43	94,355.21
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ -	114,486.12	27,171.51
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	\$ -	127,590.65	37,971.86
OPC FUND	\$ -	74,080.53	25,349.54
Totals	\$ 26,452.00	\$ 704,264.11	\$ 204,748.18

DATE: April 26, 2024

DATE: April 26, 2024

DATE: April 26, 2024

DATE: April 26, 2024

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	935,464.29
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AP + Fringes	\$	231,200.18
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Total Pd Certification - Payroll	\$	231,200.18
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Total Payroll + Fringes	\$	909,012.29
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Ending Check No. 71902

Beginning Check No. 71889

Total Number of Checks:

STATE OF COLORADO }

} SS:

COUNTY OF PROWERS }

Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01
71889-71902

0010

April 26, 2024

	\$	26,452.00	
	\$	-	
	\$	-	
Payroll	\$	317,759.43	
Fringes	\$	94,355.21	Total \$ 438,566.64

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	\$	114,486.12	
Fringes	\$	27,171.51	Total \$ 141,657.63

CRMC

0016

	\$	-	
Payroll	\$	127,590.65	
Fringes	\$	37,971.86	Total \$ 165,562.51

OPC

0017

	\$	-	
Payroll	\$	74,080.53	
Fringes	\$	25,349.54	Total \$ 99,430.07


Paula Gonzales, Finance Director

GRAND TOTAL \$ 935,464.29

AP Detail Check Register From History (APLT73a)

Prowers County

Selected Date Range: 4/26/2024 thru 4/26/2024

Check No	Check Date	Vendor No	Vendor	Check Amount
Bank Number: 2		Bank Account: 10225		
71889	4/26/2024	23	Aflac	\$2,578.54
Invoice:	PR-430202412421	Automatic Invoice From Payroll		\$2,578.54
Ledger:	001-00-215510	Health Insurance Premiu		\$1,755.82
Ledger:	001-00-215510	Health Insurance Premiu		\$822.72
71890	4/26/2024	1126	Barbara White	\$7,716.00
Invoice:	April 2024	JBBS Grant Expense-JBBS Grant Contractors		\$7,716.00
Ledger:	001-13-454890	JBBS Grant Contractors		\$7,716.00
71891	4/26/2024	896	Celia M. Salazar	\$4,659.00
Invoice:	April 2024	April 2024-JBBS Grant Expense-JBBS Grant Contractors		\$4,659.00
Ledger:	001-13-454890	JBBS Grant Contractors		\$4,659.00
71892	4/26/2024	209	Colonial Life & Accident Ins Co.	\$844.81
Invoice:	PR-430202412424	Automatic Invoice From Payroll		\$844.81
Ledger:	001-00-215510	Health Insurance Premiu		\$58.74
Ledger:	001-00-216000	Colonial Insurance		\$436.09
Ledger:	001-00-216000	Colonial Insurance		\$349.98
71893	4/26/2024	119	Continental American Insurance Company	\$1,035.51
Invoice:	PR-430202412422	Automatic Invoice From Payroll		\$1,035.51
Ledger:	001-00-215510	Health Insurance Premiu		\$624.27
Ledger:	001-00-215510	Health Insurance Premiu		\$67.89
Ledger:	001-00-215510	Health Insurance Premiu		\$343.35
71894	4/26/2024	192	County Health Pool	\$132,486.08
Invoice:	PR-430202412423	Automatic Invoice From Payroll		\$132,486.08
Ledger:	001-00-215400	Vision		\$325.80
Ledger:	001-00-215510	Health Insurance Premiu		\$10,052.00

AP Detail Check Register From History (APLT73a)

Prowers County

Selected Date Range: 4/26/2024 thru 4/26/2024

Check No	Check Date	Vendor No	Vendor	Check Amount	
			Ledger: 001-00-215510	Health Insurance Premiu	\$278.28
			Ledger: 001-00-215700	County Share Life Ins	\$32.20
			Ledger: 001-00-215700	County Share Life Ins	\$717.25
			Ledger: 001-00-215700	County Share Life Ins	\$68.40
			Ledger: 001-00-215900	Dental Insurance	\$33.40
			Ledger: 001-00-215900	Dental Insurance	\$4,231.35
			Ledger: 001-01-299999	EMPLOYEE BENEFITS	\$26.15
			Ledger: 001-01-299999	EMPLOYEE BENEFITS	\$2,644.00
			Ledger: 001-01-299999	EMPLOYEE BENEFITS	\$14.40
			Ledger: 001-04-299999	EMPLOYEE BENEFITS	\$0.66
			Ledger: 001-04-299999	EMPLOYEE BENEFITS	\$2.72
			Ledger: 001-05-299999	EMPLOYEE BENEFITS	\$2,298.44
			Ledger: 001-05-299999	EMPLOYEE BENEFITS	\$28.47
			Ledger: 001-05-299999	EMPLOYEE BENEFITS	\$22.53
			Ledger: 001-07-299999	EMPLOYEE BENEFITS	\$34.20
			Ledger: 001-07-299999	EMPLOYEE BENEFITS	\$38.97
			Ledger: 001-07-299999	EMPLOYEE BENEFITS	\$5,156.24
			Ledger: 001-08-299999	EMPLOYEE BENEFITS	\$12.60
			Ledger: 001-08-299999	EMPLOYEE BENEFITS	\$9.98
			Ledger: 001-08-299999	EMPLOYEE BENEFITS	\$579.76
			Ledger: 001-09-299999	EMPLOYEE BENEFITS	\$773.00
			Ledger: 001-09-299999	EMPLOYEE BENEFITS	\$10.14
			Ledger: 001-09-299999	EMPLOYEE BENEFITS	\$17.73
			Ledger: 001-10-299999	EMPLOYEE BENEFITS	\$22.80
			Ledger: 001-10-299999	EMPLOYEE BENEFITS	\$16.92
			Ledger: 001-10-299999	EMPLOYEE BENEFITS	\$3,092.00
			Ledger: 001-11-299999	EMPLOYEE BENEFITS	\$55.08
			Ledger: 001-11-299999	EMPLOYEE BENEFITS	\$45.60
			Ledger: 001-11-299999	EMPLOYEE BENEFITS	\$6,184.00

AP Detail Check Register From History (APLT73a)

Prowers County

Selected Date Range: 4/26/2024 thru 4/26/2024

Check No	Check Date	Vendor No	Vendor	Check Amount	
			Ledger: 001-13-299999	EMPLOYEE BENEFITS	\$25,061.00
			Ledger: 001-13-299999	EMPLOYEE BENEFITS	\$244.80
			Ledger: 001-13-299999	EMPLOYEE BENEFITS	\$191.45
			Ledger: 001-15-299999	EMPLOYEE BENEFITS	\$7.20
			Ledger: 001-15-299999	EMPLOYEE BENEFITS	\$5.70
			Ledger: 001-15-299999	EMPLOYEE BENEFITS	\$1,871.00
			Ledger: 001-19-299999	EMPLOYEE BENEFITS	\$7.20
			Ledger: 001-22-299999	EMPLOYEE BENEFITS	\$4.68
			Ledger: 001-25-299999	EMPLOYEE BENEFITS	\$6,184.00
			Ledger: 001-25-299999	EMPLOYEE BENEFITS	\$57.60
			Ledger: 001-25-299999	EMPLOYEE BENEFITS	\$45.60
			Ledger: 001-36-299999	EMPLOYEE BENEFITS	\$7.20
			Ledger: 002-43-299999	EMPLOYEE BENEFITS	\$114.84
			Ledger: 002-43-299999	EMPLOYEE BENEFITS	\$85.50
			Ledger: 002-43-299999	EMPLOYEE BENEFITS	\$10,822.00
			Ledger: 009-34-299999	EMPLOYEE BENEFITS	\$0.33
			Ledger: 009-34-299999	EMPLOYEE BENEFITS	\$0.27
			Ledger: 009-34-299999	EMPLOYEE BENEFITS	\$20.56
			Ledger: 011-17-299999	EMPLOYEE BENEFITS	\$494.72
			Ledger: 011-17-299999	EMPLOYEE BENEFITS	\$4,638.00
			Ledger: 011-17-299999	EMPLOYEE BENEFITS	\$57.60
			Ledger: 011-17-299999	EMPLOYEE BENEFITS	\$39.90
			Ledger: 011-23-299999	EMPLOYEE BENEFITS	\$773.00
			Ledger: 011-23-299999	EMPLOYEE BENEFITS	\$7.20
			Ledger: 011-23-299999	EMPLOYEE BENEFITS	\$5.70
			Ledger: 011-26-299999	EMPLOYEE BENEFITS	\$4.68
			Ledger: 011-26-299999	EMPLOYEE BENEFITS	\$5.70
			Ledger: 011-33-299999	EMPLOYEE BENEFITS	\$5,411.00
			Ledger: 011-33-299999	EMPLOYEE BENEFITS	\$54.00

AP Detail Check Register From History (APLT73a)

Prowers County

Selected Date Range: 4/26/2024 thru 4/26/2024

Check No	Check Date	Vendor No	Vendor	Check Amount
			Ledger: 011-33-299999	EMPLOYEE BENEFITS \$39.90
			Ledger: 011-35-299999	EMPLOYEE BENEFITS \$17.10
			Ledger: 011-35-299999	EMPLOYEE BENEFITS \$773.00
			Ledger: 011-35-299999	EMPLOYEE BENEFITS \$28.80
			Ledger: 011-37-299999	EMPLOYEE BENEFITS \$773.00
			Ledger: 011-37-299999	EMPLOYEE BENEFITS \$5.70
			Ledger: 011-37-299999	EMPLOYEE BENEFITS \$7.20
			Ledger: 013-46-299999	EMPLOYEE BENEFITS \$5.70
			Ledger: 013-46-299999	EMPLOYEE BENEFITS \$20,577.26
			Ledger: 013-46-299999	EMPLOYEE BENEFITS \$773.00
			Ledger: 013-46-299999	EMPLOYEE BENEFITS \$227.66
			Ledger: 013-46-299999	EMPLOYEE BENEFITS \$7.20
			Ledger: 013-46-299999	EMPLOYEE BENEFITS \$163.13
			Ledger: 014-47-299999	EMPLOYEE BENEFITS \$127.57
			Ledger: 014-47-299999	EMPLOYEE BENEFITS \$15,753.74
			Ledger: 014-47-299999	EMPLOYEE BENEFITS \$158.62
71895	4/26/2024	393	Family Support Registry	\$2,383.22
	Invoice: PR-430202412428		Automatic Invoice From Payroll	\$2,383.22
	Ledger: 001-00-216600		Garnishments	\$2,383.22
71896	4/26/2024	382	Frontier Bank	\$171,567.72
	Invoice: PR-430202412427		Automatic Invoice From Payroll	\$171,567.72
	Ledger: 001-00-215000		Fed W/H	\$42,085.40
	Ledger: 001-00-215100		FICA W/H	\$42,394.74
	Ledger: 001-00-215100		FICA W/H	\$9,914.92
	Ledger: 001-00-215200		State W/H	\$24,863.00
	Ledger: 001-01-299999		EMPLOYEE BENEFITS	\$1,062.27
	Ledger: 001-04-299999		EMPLOYEE BENEFITS	\$20.33
	Ledger: 001-04-299999		EMPLOYEE BENEFITS	\$248.43

AP Detail Check Register From History (APLT73a)

Prowers County

Selected Date Range: 4/26/2024 thru 4/26/2024

Check No	Check Date	Vendor No	Vendor	Check Amount
	Ledger: 001-04-299999		EMPLOYEE BENEFITS	\$86.94
	Ledger: 001-05-299999		EMPLOYEE BENEFITS	\$1,238.22
	Ledger: 001-05-299999		EMPLOYEE BENEFITS	\$289.58
	Ledger: 001-07-299999		EMPLOYEE BENEFITS	\$1,229.23
	Ledger: 001-07-299999		EMPLOYEE BENEFITS	\$287.48
	Ledger: 001-08-299999		EMPLOYEE BENEFITS	\$315.37
	Ledger: 001-08-299999		EMPLOYEE BENEFITS	\$73.76
	Ledger: 001-09-299999		EMPLOYEE BENEFITS	\$641.53
	Ledger: 001-09-299999		EMPLOYEE BENEFITS	\$150.03
	Ledger: 001-10-299999		EMPLOYEE BENEFITS	\$275.53
	Ledger: 001-10-299999		EMPLOYEE BENEFITS	\$1,178.13
	Ledger: 001-11-299999		EMPLOYEE BENEFITS	\$1,814.22
	Ledger: 001-11-299999		EMPLOYEE BENEFITS	\$424.28
	Ledger: 001-13-299999		EMPLOYEE BENEFITS	\$8,881.49
	Ledger: 001-13-299999		EMPLOYEE BENEFITS	\$2,077.15
	Ledger: 001-15-299999		EMPLOYEE BENEFITS	\$39.50
	Ledger: 001-15-299999		EMPLOYEE BENEFITS	\$168.90
	Ledger: 001-16-299999		EMPLOYEE BENEFITS	\$31.40
	Ledger: 001-16-299999		EMPLOYEE BENEFITS	\$134.27
	Ledger: 001-19-299999		EMPLOYEE BENEFITS	\$173.88
	Ledger: 001-19-299999		EMPLOYEE BENEFITS	\$40.67
	Ledger: 001-22-299999		EMPLOYEE BENEFITS	\$213.96
	Ledger: 001-22-299999		EMPLOYEE BENEFITS	\$50.04
	Ledger: 001-25-299999		EMPLOYEE BENEFITS	\$1,577.18
	Ledger: 001-25-299999		EMPLOYEE BENEFITS	\$368.87
	Ledger: 001-32-299999		EMPLOYEE BENEFITS	\$80.60
	Ledger: 001-32-299999		EMPLOYEE BENEFITS	\$18.85
	Ledger: 001-36-299999		EMPLOYEE BENEFITS	\$60.52
	Ledger: 001-36-299999		EMPLOYEE BENEFITS	\$258.78

AP Detail Check Register From History (APLT73a)

Prowers County

Selected Date Range: 4/26/2024 thru 4/26/2024

Check No	Check Date	Vendor No	Vendor	Check Amount
			Ledger: 002-43-299999	EMPLOYEE BENEFITS \$4,200.46
			Ledger: 002-43-299999	EMPLOYEE BENEFITS \$982.34
			Ledger: 009-34-299999	EMPLOYEE BENEFITS \$12.75
			Ledger: 009-34-299999	EMPLOYEE BENEFITS \$2.98
			Ledger: 011-17-299999	EMPLOYEE BENEFITS \$2,584.14
			Ledger: 011-17-299999	EMPLOYEE BENEFITS \$604.37
			Ledger: 011-23-299999	EMPLOYEE BENEFITS \$229.20
			Ledger: 011-23-299999	EMPLOYEE BENEFITS \$53.60
			Ledger: 011-26-299999	EMPLOYEE BENEFITS \$479.70
			Ledger: 011-26-299999	EMPLOYEE BENEFITS \$112.18
			Ledger: 011-33-299999	EMPLOYEE BENEFITS \$1,767.44
			Ledger: 011-33-299999	EMPLOYEE BENEFITS \$413.36
			Ledger: 011-35-299999	EMPLOYEE BENEFITS \$1,437.60
			Ledger: 011-35-299999	EMPLOYEE BENEFITS \$336.22
			Ledger: 011-37-299999	EMPLOYEE BENEFITS \$77.28
			Ledger: 011-37-299999	EMPLOYEE BENEFITS \$330.43
			Ledger: 013-46-299999	EMPLOYEE BENEFITS \$7,791.28
			Ledger: 013-46-299999	EMPLOYEE BENEFITS \$1,822.16
			Ledger: 014-47-299999	EMPLOYEE BENEFITS \$4,506.77
			Ledger: 014-47-299999	EMPLOYEE BENEFITS \$1,054.01
71897	4/26/2024	1257	Jose Manuel Soto JR.	\$6,084.00
	Invoice: April 2024		April 2024-JBBS Grant Expense-JBBS Grant Contractors	\$6,084.00
			Ledger: 001-13-454890	JBBS Grant Contractors \$6,084.00
71898	4/26/2024	611	LegalShield	\$352.85
	Invoice: PR-430202412429		Automatic Invoice From Payroll	\$352.85
			Ledger: 001-00-216800	Legal Shield \$352.85
71899	4/26/2024	696	MASA Global Building	\$834.00

AP Detail Check Register From History (APLT73a)

Prowers County

Selected Date Range: 4/26/2024 thru 4/26/2024

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: PR-4302024124210 Automatic Invoice From Payroll \$834.00				
Ledger: 001-00-216850 MASA \$834.00				
71900	4/26/2024	1142	Nancy Winsor	\$7,993.00
Invoice: April 2024 JBBS Grant Expense-JBBS Grant Contractors \$7,993.00				
Ledger: 001-13-454890 JBBS Grant Contractors \$7,993.00				
71901	4/26/2024	707	Nationwide Retirement Solutions	\$170.00
Invoice: PR-4302024124211 Automatic Invoice From Payroll \$170.00				
Ledger: 001-00-215800 PEBSCO \$170.00				
71902	4/26/2024	796	Prowers Co Treasurer	\$542.00
Invoice: PR-4302024124212 Automatic Invoice From Payroll \$542.00				
Ledger: 001-00-215500 Health Insurance-FSA \$542.00				

Total Checks: \$339,246.73 Approved on _____ (Date)

Approved by:

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01
71903-71943

0010

April 30, 2024

\$ 63,187.03

Payroll

Fringes

\$ -

\$ -

Total \$ 63,187.03

ARPA - 02

0018

\$ -

Payroll

Fringes

\$ -

\$ -

Total \$ -

ROAD & BRIDGE FUND - 02

0020

\$ 12,027.60

\$ -

Payroll

Fringes

\$ -

\$ -

Total \$ 12,027.60

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

Fringes

\$ -

\$ -

Total \$ -

PUBLIC HEALTH AGENCY - 11

0676

\$ 3,642.90

\$ -

Payroll

Fringes

\$ -

\$ -

Total \$ 3,642.90

CRMC

0016

\$ -

Payroll

Fringes

\$ -

\$ -

Total \$ -

OPC

0017

\$ -

Payroll

Fringes

\$ -

\$ -

Total \$ -


Paula Gonzales, Finance Director

GRAND TOTAL \$ 78,857.53

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: \$78,857.53
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **April 30, 2024**

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 63,187.03	-	-
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ 3,642.90	-	-
ROAD & BRIDGE FUND	\$ 12,027.60	-	-
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ -	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ -	-	-
CRMC FUND	\$ -	-	-
OPC FUND	\$ -	-	-

Totals

\$ 78,857.53

\$

DATE: April 30, 2024

DATE: April 30, 2024

DATE: April 30, 2024

DATE: April 30, 2024

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay

\$ 78,857.53

AP + Fringes

\$ 78,857.53

Total Pd Certification - Payroll

\$ 78,857.53

Total Payroll + Fringes

\$ -

Ending Check No. 71943

Beginning Check No. 71903

1

Total Number of Checks:

41

STATE OF COLORADO }

} SS:

COUNTY OF PROWERS }

Prowers County Treasurer's Office

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Bank No: 2 Bank Account No: 10225				
71903	4/30/2024	28	A-1 Rental & Sales	\$76.06
Invoice: 60082			Prowers County R&B-Equipment Repair/Maint	\$76.06
Ledger: 00243425400			Equipment Repair/Maint	\$76.06 Prowers County R&B-Equipment Repair/Maint
71904	4/30/2024	27	Airgas Intermountain Inc.	\$122.87
Invoice: PO#8428			Prowers County R&B-Shop Supplies	\$122.87
Ledger: 00243437920			Shop Supplies	\$122.87 Prowers County R&B-Shop Supplies
71905	4/30/2024	36	Amazon Capital Services	\$279.34
Invoice: 1R73-6GWD-QDJK			Admin-Office Supplies	\$19.36
Ledger: 00105430100			Office Supplies	\$19.36 Admin-Office Supplies
Invoice: 1Y19-YRPQ-3LQK			Admin-Office Supplies	\$259.98
Ledger: 00105430100			Office Supplies	\$259.98 Admin-Office Supplies
71906	4/30/2024	55	Atmos Energy	\$184.47
Invoice: 3012912465- 3/16 to 4/			Big Timbers Museum-Utilities	\$48.50
Ledger: 00122421600			Utilities	\$48.50 Big Timbers Museum-Utilities
Invoice: 3013908352- 3/19 to 4/			R&B-Utilities	\$135.97
Ledger: 00243421600			Utilities	\$135.97 R&B-Utilities
71907	4/30/2024	76	Baca County Sheriff's Office	\$3,514.54
Invoice: PRO FEB 2024			Prowers County Sherrif's Office-JBBS Grant Expense	\$3,514.54
Ledger: 00113454900			JBBS Grant Expense	\$3,514.54 Prowers County Sherrif's Office-JBBS Grant Expense
71908	4/30/2024	77	Bent County Sheriff's Office	\$7,885.01
Invoice: PRO JAN 2024			Prowers County Sherrif's Office-JBBS Grant Expense	\$7,885.01
Ledger: 00113454900			JBBS Grant Expense	\$7,885.01 Prowers County Sherrif's Office-JBBS Grant Expense
71909	4/30/2024	125	Canon Financial Services	\$1,001.28
Invoice: 32421484			Copier Lease	\$349.70
Ledger: 01117436900			IOG Expense	\$13.44 CMG

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 01135432510		Copier Lease	\$336.26 NFP	
Invoice: 32424111		Prowers Area Transit-Maintenance Contracts/Maintenance Contracts - CRS		\$182.19
Ledger: 00125421500		Maintenance Contracts	\$91.10 Maintenance Contracts	
Ledger: 00125421550		Maintenance Contracts -	\$91.09 Maintenance Contracts - CRS	
Invoice: 32426343		Copier Lease		\$229.14
Ledger: 01133421500		Maintenance Contracts	\$229.14 OLTC	
Invoice: 32426344		Copier Lease		\$240.25
Ledger: 00136420700		Copy Machine Supplies/	\$13.79 LU	
Ledger: 01117421500		Maintenance Contracts	\$151.70 Maintenance Contracts- NUR	
Ledger: 01117425520		EPR	\$0.70 EPR	
Ledger: 01117436700		Kiowa County Expenses	\$0.12 Kiowa EPR	
Ledger: 01117465040		URHN Expenses	\$14.44 URHN	
Ledger: 01126421500		Maintenance Contracts	\$26.28 WIC	
Ledger: 01137420700		Copy Machine Supplies/	\$33.22 EH	
71910	4/30/2024	644	Christal Maggart	\$195.00
Invoice: April 30,2024		CBCAP- Facilitator		\$195.00
Ledger: 01117436360		CBCAP Grant Expense	\$195.00 CBCAP- Facilitator	
71911	4/30/2024	1294	CINTAS	\$645.20
Invoice: 4189653375		R&B-Employee Uniform Expense		\$455.81
Ledger: 00243437200		Employee Uniform Expen	\$455.81 R&B-Employee Uniform Expense	
Invoice: 4190372159		Maintenance-Employee Uniform Expense		\$189.39
Ledger: 00111437200		Employee Uniform Expen	\$189.39 Maintenance-Employee Uniform Expense	
71912	4/30/2024	1259	CoPro EFP LLC	\$22,745.44
Invoice: 8842		Prowers Co Rural Fire-CO Fire Safety Grant CDFPC		\$22,745.44
Ledger: 00132439600		CO Fire Safety Grant CD	\$22,745.44 Prowers Co Rural Fire-CO Fire Safety Grant CDFPC	
71913	4/30/2024	261	Crowley County Sheriff's Office	\$4,951.74
Invoice: Jan. 2024		Prowers County Sheriff's Office-JBBS Grant Expense		\$4,951.74

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger:	00113454900	JBBS Grant Expense	\$4,951.74 Prowers County Sheriff's Office-JBBS Grant Expense	
71914	4/30/2024	293	DeLoach's Water Conditioning Inc.	\$21.00
Invoice: 87969		Prowers Area Transit-Office Supplies	\$21.00	
Ledger: 00125430100		Office Supplies	\$21.00 Prowers Area Transit-Office Supplies	
71915	4/30/2024	1027	Donita Driskell	\$100.00
Invoice: April 30, 2024		CBCAP- Childcare	\$100.00	
Ledger: 01117436360		CBCAP Grant Expense	\$100.00 CBCAP- Childcare	
71916	4/30/2024	1300	FIRST DUE FIRE & SAFETY	\$364.74
Invoice: INV-000048		Prowers County Sheriff's Office-Building/Equip Repair/Maint	\$364.74	
Ledger: 00113425200		Building/Equip Repair/Ma	\$364.74 Prowers County Sheriff's Office-Building/Equip Repair/Maint	
71917	4/30/2024	414	Gobin's Inc.	\$295.66
Invoice: 36376501		Treasurer & Assessor-Maintenance Contracts	\$295.66	
Ledger: 00109421500		Maintenance Contracts	\$147.83 Treasurer-Maintenance Contracts	
Ledger: 00110421500		Maintenance Contracts	\$147.83 Assessor-Maintenance Contracts	
71918	4/30/2024	499	Home Store LLC	\$20.87
Invoice: 164287		Fairgrounds Maintenance	\$20.87	
Ledger: 00111429300		Fairgrounds Maintenance	\$20.87 Fairgrounds Maintenance	
71919	4/30/2024	520	Integrated Voting Systems	\$3,928.66
Invoice: 13418		Prowers County Clerk- 2024 Primary CD4 Election	\$3,473.66	
Ledger: 00108420200		Postage/Freight	\$198.66 Postage/Freight	
Ledger: 00108430240		Other Entities Election Ex	\$3,275.00 Other Entities Election Expens	
Invoice: 13419		Prowers County Clerk-1st half of postage 1 of 2 Primary- CD4 Election	\$455.00	
Ledger: 00108420200		Postage/Freight	\$455.00 Prowers County Clerk-1st half of postage 1 of 2 Primary- CD4 Election	

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
71920	4/30/2024	386	John Deere Financial	\$32.91
Invoice: D70717		Annex Building Maintenance		\$18.98
Ledger: 00111429200		Annex Building Maintena	\$18.98	Annex Building Maintenance
Invoice: D71908		Fairgrounds Maintenance		\$13.93
Ledger: 00111429300		Fairgrounds Maintenance	\$13.93	Fairgrounds Maintenance
71921	4/30/2024	387	John Deere Financial	\$81.95
Invoice: D70462		R&B-Shop Supplies		\$81.95
Ledger: 00243437920		Shop Supplies	\$81.95	R&B-Shop Supplies
71922	4/30/2024	595	Lamar Auto Parts	\$598.55
Invoice: 736482		R&B- Credit Shop Supplies		(\$110.44)
Ledger: 00243437920		Shop Supplies	(\$110.44)	R&B- Credit Shop Supplies
Invoice: 736621		R&B-Equipment Repair/Maint		\$14.65
Ledger: 00243425400		Equipment Repair/Maint	\$14.65	R&B-Equipment Repair/Maint
Invoice: 736726		Maitenance-Vehicle Maintenance		\$40.24
Ledger: 00111430900		Vehicle Maintenance/Fue	\$40.24	Maitenance-Vehicle Maintenance
Invoice: 736856		R&B-Equipment Repair/Maint		\$14.24
Ledger: 00243425400		Equipment Repair/Maint	\$14.24	R&B-Equipment Repair/Maint
Invoice: 736932		R&B-Equipment Repair/Maint		\$14.24
Ledger: 00243425400		Equipment Repair/Maint	\$14.24	R&B-Equipment Repair/Maint
Invoice: 737217		R&B-Equipment Repair/Maint		\$608.23
Ledger: 00243425400		Equipment Repair/Maint	\$608.23	R&B-Equipment Repair/Maint
Invoice: 737277		R&B-Equipment Repair/Maint		\$17.39
Ledger: 00243425400		Equipment Repair/Maint	\$17.39	R&B-Equipment Repair/Maint
71923	4/30/2024	604	Lamar BMS	\$75.96
Invoice: 424471		R&B-Shop Supplies		\$75.96
Ledger: 00243437920		Shop Supplies	\$75.96	R&B-Shop Supplies
71924	4/30/2024	586	Lamar Christian Church	\$100.00
Invoice: April 30, 2024		CBCAP- Hall Rent April 2024		\$100.00
Ledger: 01117436360		CBCAP Grant Expense	\$100.00	CBCAP- Hall Rent April 2024

Operator: mjaramillo

4/24/2024 3:46:06 PM

Page 4 of 8

Report ID: APLT43a

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
71925	4/30/2024	1012	Lisa Thomas	\$67.52
Invoice: 12/24/2023			CBCAP- Supplies Reim. 12/24/2023	\$67.52
Ledger: 01117436360			CBCAP Grant Expense	\$67.52 CBCAP- Supplies Reim. 12/24/2023
71926	4/30/2024	661	McKesson Medical - Surgical	\$142.38
Invoice: 21989257			PH-Vaccine Supplies	\$142.38
Ledger: 01117436100			Immunization Supplies	\$142.38 PH-Vaccine Supplies
71927	4/30/2024	691	Merck Sharp & Dohme Corp	\$906.89
Invoice: 7017543074			PH- Vaccine	\$906.89
Ledger: 01117436000			Immunizations	\$906.89 PH- Vaccine
71928	4/30/2024	678	Mirage Technologies	\$4,464.46
Invoice: 04212024			Professional Services - Tech	\$4,464.46
Ledger: 00114420600			Professional Services - T	\$4,464.46 Professional Services - Tech
71929	4/30/2024	1243	Moderna US Inc.	\$1,133.31
Invoice: 335382154			PH-Vaccine	\$1,133.31
Ledger: 01117436000			Immunizations	\$1,133.31 PH-Vaccine
71930	4/30/2024	700	My Wholesale Products	\$181.25
Invoice: 359681			Custodial Supplies	\$181.25
Ledger: 00111438000			Custodial Supplies	\$181.25 Custodial Supplies
71931	4/30/2024	724	O'Reilly Automotive Parts	\$61.19
Invoice: 2906-248127			R&B-Equipment Repair/Maint	\$15.48
Ledger: 00243425400			Equipment Repair/Maint	\$15.48 R&B-Equipment Repair/Maint
Invoice: 2906-248280			R&B-Equipment Repair/Maint	\$45.71
Ledger: 00243425400			Equipment Repair/Maint	\$45.71 R&B-Equipment Repair/Maint
71932	4/30/2024	725	Otero County Sheriff	\$13,048.46
Invoice: Jan-24			Prowers County Sheriff's Office-JBBS Grant Expense	\$13,048.46

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger:	00113454900	JBBS Grant Expense	\$13,048.46	Prowers County Sheriff's Office-JBBS Grant Expense
71933	4/30/2024	811	P.M. & Sons Enterprises, LLC	\$560.40
Invoice: 2372		R&B-Equipment Repair/Maint	\$560.40	
Ledger: 00243425400		Equipment Repair/Maint	\$560.40	R&B-Equipment Repair/Maint
71934	4/30/2024	815	Pitney Bowes Global Financial Services L	\$782.43
Invoice: 3319009206		Annual Review for Postage Unit Lease- Admin/ Assessor/ Clerl/ Treasurer	\$782.43	
Ledger: 00105440400		Equip Rentals/Leases	\$194.33	Admin-Equip Rentals/Leases
Ledger: 00107440400		Equip Rentals/Leases	\$536.68	Clerk-Equip Rentals/Leases
Ledger: 00109440420		Software Lease	\$12.06	Treasrer-Software Lease
Ledger: 00110440400		Equip Rentals/Leases AC	\$39.36	Assessor-Equip Rentals/Leases ACS
71935	4/30/2024	885	Ranchers Supply of Lamar, LLC	\$1,111.58
Invoice: PO# 8287		R&B-Shop Supplies	\$10.00	
Ledger: 00243437920		Shop Supplies	\$10.00	R&B-Shop Supplies
Invoice: PO# 8426		R&B-Shop Supplies	\$126.70	
Ledger: 00243437920		Shop Supplies	\$126.70	R&B-Shop Supplies
Invoice: PO# 8434		R&B-Shop Supplies	\$662.33	
Ledger: 00243437920		Shop Supplies	\$662.33	R&B-Shop Supplies
Invoice: PO# 8436		R&B-Operating Supplies	\$299.05	
Ledger: 00243430200		Operating Supplies	\$299.05	R&B-Operating Supplies
Invoice: PO# 8444		R&B-Equipment Repair/Maint	\$13.50	
Ledger: 00243425400		Equipment Repair/Maint	\$13.50	R&B-Equipment Repair/Maint
71936	4/30/2024	927	SEMCO Inc	\$68.00
Invoice: PO# 8446 Invoice#9397		R&B-Equipment Repair/Maint	\$68.00	
Ledger: 00243425400		Equipment Repair/Maint	\$68.00	R&B-Equipment Repair/Maint
71937	4/30/2024	937	Share Corporation	\$204.06
Invoice: 265751		R&B- Shop Supplies	\$204.06	
Ledger: 00243437920		Shop Supplies	\$204.06	R&B- Shop Supplies

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
71938	4/30/2024	658	Sharon Mauch	\$192.50
Invoice: April 30,2024		CBCAP- Facilitator		\$192.50
Ledger: 01117436360		CBCAP Grant Expense	\$192.50 CBCAP- Facilitator	
71939	4/30/2024	999	TC Auto Transmissions	\$2,564.46
Invoice: 9347		R&B-Equipment Repair/Maint		\$2,564.46
Ledger: 00243425400		Equipment Repair/Maint	\$2,564.46 R&B-Equipment Repair/Maint	
71940	4/30/2024	1045	Truckhugger Tarp Systems	\$714.34
Invoice: A2240404-3		R*B-Equipment Repair/Maint		\$714.34
Ledger: 00243425400		Equipment Repair/Maint	\$714.34 R*B-Equipment Repair/Maint	
71941	4/30/2024	1077	Viaero Wireless	\$196.41
Invoice: 557142-04/24		Prowers County Rural Fire-Telephone/Internet		\$196.41
Ledger: 00132420100		Telephone/Internet	\$196.41 Prowers County Rural Fire-Telephone/Internet	
71942	4/30/2024	1094	Wagner Equipment Co	\$5,221.64
Invoice: P03C0584935		R&B-Equipment Repair/Maint		\$2,016.20
Ledger: 00243425400		Equipment Repair/Maint	\$2,016.20 R&B-Equipment Repair/Maint	
Invoice: P03C0584936		R&B-Equipment Repair/Maint		\$79.07
Ledger: 00243425400		Equipment Repair/Maint	\$79.07 R&B-Equipment Repair/Maint	
Invoice: S00W1810681		R&B-Equipment Repair/Maint		\$17.83
Ledger: 00243425400		Equipment Repair/Maint	\$17.83 R&B-Equipment Repair/Maint	
Invoice: S03W0886728		R&B-Equipment Repair/Maint		\$3,108.54
Ledger: 00243425400		Equipment Repair/Maint	\$3,108.54 R&B-Equipment Repair/Maint	
71943	4/30/2024	1095	Wallace Gas & Oil Inc	\$15.00
Invoice: 931		R&B-Motor Vehicle Fuel		\$15.00
Ledger: 00243437800		Motor Vehicle Fuel	\$15.00 R&B-Motor Vehicle Fuel	

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
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Total Of Checks: \$78,857.53 Approved on _____ (Date)

Approved by:

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES

PAYROLL CERTIFICATION

MONTH: APRIL 2024

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
DHS:			
SALARY	04/26/24	101062-101104	106,919.47
FRINGE	04/26/24	67419-67432	96,012.54
OPERATING			
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
LEAP:			
OAP:			
ADMIN:			
CHILD SUPPORT:			
WORK PROGRAM:			
FOOD ASSISTANCE:			
WHC:			
SALARY	04/26/24	54710-54728	32,568.24
FRINGE	04/26/24	8771-8781	24,376.87
OPERATING			

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 \$259,877.12 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

April 26, 2024

GRAND TOTAL \$

259,877.12

DATE 4/26/2024 Ron Cook CHAIRMAN

DATE 4/26/2024 Thomas L. Loomis COMMISSIONER

DATE 4/26/2024 Wendy L. Buxton-Linrade COMMISSIONER

DATE 4/26/2024 COMMISSIONER

DATE 4/23/24 [Signature] DIRECTOR

\$1,094,497.91

BALANCE AS OF 4/22/24

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: April 26, 2024

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

Prepared by:
Mindy Maestas

SALARY	<u>101062-101104</u>	<u>106,919.47</u>
FRINGE	<u>67419-67432</u>	<u>96,012.54</u>
OPERATING	<u></u>	<u></u>
CANCELLED	<u></u>	<u></u>
WHC SALARY	<u>54710-54728</u>	<u>32,568.24</u>
WHC FRINGE	<u>8771-8781</u>	<u>24,376.87</u>
OPERATING	<u></u>	<u></u>

TOTAL: \$ 259,877.12

Information Only

VOIDED CHECKS #'s:


Lanie Mireles, Director

HOTLINE COUNTY CONNECTION CENTER
PAYROLL CERTIFICATION
MONTH: APRIL 2024

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY	04/26/24	31359-31387	67,875.52
FRINGE	04/26/24	3978-3984	47,301.40
OPERATING			

COUNTY OF PROWERS)


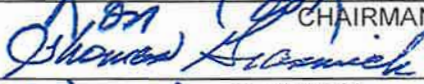
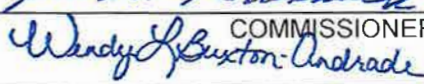
I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$115,176.92 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

April 26, 2024

GRAND TOTAL \$

115,176.92

4/26/2024
DATE
4/26/2024
DATE
4/26/2024
DATE


CHAIRMAN

COMMISSIONER

COMMISSIONER

4/23/24
DATE

DIRECTOR

\$445,240.78

BALANCE AS OF 4/22/24

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: April 26, 2024

HOTLINE COUNTY CONNECTION CENTER FUND

Prepared by:
Mindy Maestas


H3C SALARY	<u>31359-31387</u>	<u>67,875.52</u>
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H3C FRINGE	<u>3978-3984</u>	<u>47,301.40</u>
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H3C OPERATING	<u></u>	<u></u>
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TOTAL: \$ 115,176.92

Information Only
VOIDED CHECKS #'s:


Lanie Mireles, Director

PROWERS COUNTY DEPT. OF SOCIAL SERVICES

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: 202.1000	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AP.4.23.24 AFLAC INS	AFLAC	04/23/24		\$877.31
			INVOICE AP.4.23.24 TOTAL:	<u>\$877.31</u>
AP.4.23.24 CAI	CONTINENTAL AMERICAN	04/23/24		\$237.56
			INVOICE AP.4.23.24 TOTAL:	<u>\$237.56</u>
AP.4.24.24 HEALTH INSURANCE	CHP	04/23/24		\$29,517.00
LIFE INSURANCE				\$716.76
DENTAL INSURANCE				\$1,435.65
VISION INSURANCE				\$322.85
			INVOICE AP.4.24.24 TOTAL:	<u>\$31,992.26</u>
AP.4.23.24 COLONIAL INS BCN E3400793	COLONIAL LIFE	04/23/24		\$252.65
			INVOICE AP.4.23.24 TOTAL:	<u>\$252.65</u>
AP.4.23.24 HSA	COMMUNITY STATE BANK	04/23/24		\$1,340.00
			INVOICE AP.4.23.24 TOTAL:	<u>\$1,340.00</u>
AP.4.23.24 STATE TAX	COLORADO DEPT OF REVENUE	04/23/24		\$5,507.00
			INVOICE AP.4.23.24 TOTAL:	<u>\$5,507.00</u>
AP.4.23.24 RETIREMENT	CRA	04/23/24		\$15,633.28
			INVOICE AP.4.23.24 TOTAL:	<u>\$15,633.28</u>
AP.4.23.24 FSA	PROWERS COUNTY FSA	04/23/24		\$308.00
			INVOICE AP.4.23.24 TOTAL:	<u>\$308.00</u>
AP.4.23.24 CRA	CRA	04/23/24		\$352.24
			INVOICE AP.4.23.24 TOTAL:	<u>\$352.24</u>
AP.4.23.24 FICA & MED	FRONTIER BANK	04/23/24		\$32,434.52
			INVOICE AP.4.23.24 TOTAL:	<u>\$32,434.52</u>
AP.4.23.24 LEGAL SERVICES	LEGAL SERVICES, INC.	04/23/24		\$53.80
			INVOICE AP.4.23.24 TOTAL:	<u>\$53.80</u>

AP.4.23.24 INTERNAL PLAN ID 0025497-001	N.A.C.O. Clearing Account	04/23/24
AP.4.23.2024 LOAN REPAYMENT	CRA	04/23/24
AP.4.23.24 MEDICAL TRANSPORTATION	MASA MTS	04/23/24

	\$20.00
INVOICE AP.4.23.24 TOTAL:	<u>\$20.00</u>
	\$6,835.92
INVOICE AP.4.23.2024 TOTAL:	<u>\$6,835.92</u>
	\$168.00
INVOICE AP.4.23.24 TOTAL:	<u>\$168.00</u>
EXPENSE ACCOUNT 202.1000 TOTAL:	<u>\$96,012.54</u>
REPORT TOTAL:	<u><u>\$96,012.54</u></u>

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.4.22.24 AFLAC INSURANCE	AFLAC	04/22/24		\$449.19
			INVOICE AP.4.22.24 TOTAL:	<u>\$449.19</u>
AP.4.22.24 CAI	CONTINENTAL AMERICAN	04/22/24		\$161.86
			INVOICE AP.4.22.24 TOTAL:	<u>\$161.86</u>
AP.4.22.24 HEALTH INSURANCE	CHP	04/22/24		\$8,400.00
LIFE INSURANCE				\$219.60
VISION INSURANCE				\$75.10
DENTAL INSURANCE				\$291.75
			INVOICE AP.4.22.24 TOTAL:	<u>\$8,986.45</u>
AP.4.22.24 STATE TAX	COLORADO DEPART OF REVENUE	04/22/24		\$1,505.00
			INVOICE AP.4.22.24 TOTAL:	<u>\$1,505.00</u>
AP.4.22.24 CRA	CRA	04/22/24		\$4,266.46
			INVOICE AP.4.22.24 TOTAL:	<u>\$4,266.46</u>
AP.4.22.24 FSA	PROWERS COUNTY FSA	04/22/24		\$200.00
			INVOICE AP.4.22.24 TOTAL:	<u>\$200.00</u>
AP.4.22.24 FICA & MEDICARE	FRONTIER BANK	04/22/24		\$8,203.27
			INVOICE AP.4.22.24 TOTAL:	<u>\$8,203.27</u>
AP.4.22.26 INTERNAL PLAN ID 0025497-001	NACO Clearing Account	04/22/24		\$250.00
			INVOICE AP.4.22.26 TOTAL:	<u>\$250.00</u>
AP.4.22.2024 LOAN REPAYMENT	CRA	04/22/24		\$225.74
			INVOICE AP.4.22.2024 TOTAL:	<u>\$225.74</u>
AP.4.22.26 MEDICAL TRANSPORTATION	MASA MTS	04/22/24		\$95.00
			INVOICE AP.4.22.26 TOTAL:	<u>\$95.00</u>
AP.4.22.24 LEGAL SERVICES	LEGAL SERVICES, INC	04/22/24		\$33.90
			INVOICE AP.4.22.24 TOTAL:	<u>\$33.90</u>
			EXPENSE ACCOUNT 202.1000 TOTAL:	<u>\$24,376.87</u>
			REPORT TOTAL:	<u><u>\$24,376.87</u></u>

H3C

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: 22100	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AP.4.22.24 AFLAC	AFLAC	04/22/24		\$32.80
			INVOICE AP.4.22.24 TOTAL:	<u>\$32.80</u>
AP.4.22.24 HEALTH INSURANCE	CHP	04/22/24		\$559.00
SUPPLEMENTAL LIFE				\$38.90
DEPENDENT LIFE				\$2.76
DENTAL INSURANCE				\$510.90
VISION INSURANCE				\$45.25
			INVOICE AP.4.22.24 TOTAL:	<u>\$1,156.81</u>
AP.4.22.24 CRA	CRA	04/22/24		\$4,397.77
			INVOICE AP.4.22.24 TOTAL:	<u>\$4,397.77</u>
AP.4.22.2024 LOAN REPAYMENT	CRA	04/22/24		\$86.19
			INVOICE AP.4.22.2024 TOTAL:	<u>\$86.19</u>
AP.4.22.24 MEDICAL TRANSPORTATION	MASA MTS	04/22/24		\$42.00
			INVOICE AP.4.22.24 TOTAL:	<u>\$42.00</u>
			EXPENSE ACCOUNT 22100 TOTAL:	<u>\$5,715.57</u>
EXPENSE ACCOUNT: 22110				
AP.4.22.24 FICA	FRONTIER BANK	04/22/24		\$13,456.00
			INVOICE AP.4.22.24 TOTAL:	<u>\$13,456.00</u>
			EXPENSE ACCOUNT 22110 TOTAL:	<u>\$13,456.00</u>
EXPENSE ACCOUNT: 22115				
AP.4.22.24 FEDERAL TAX	FRONTIER BANK	04/22/24		\$5,619.86
			INVOICE AP.4.22.24 TOTAL:	<u>\$5,619.86</u>
			EXPENSE ACCOUNT 22115 TOTAL:	<u>\$5,619.86</u>
EXPENSE ACCOUNT: 22120				
AP.4.22.24 STATE TAX	COLO DEPT OF REVENUE	04/22/24		\$3,124.00
			INVOICE AP.4.22.24 TOTAL:	<u>\$3,124.00</u>

			EXPENSE ACCOUNT 22120 TOTAL:	<u>\$3,124.00</u>
EXPENSE ACCOUNT: 41540				
AP.4.22.24	CHP	04/22/24		
VISION INSURANCE PREMIUM				\$114.00
			INVOICE AP.4.22.24 TOTAL:	<u>\$114.00</u>
			EXPENSE ACCOUNT 41540 TOTAL:	<u>\$114.00</u>
EXPENSE ACCOUNT: 41550				
AP.4.22.24	CHP	04/22/24		
HEALTH INSURANCE PREMIUM				\$14,687.00
			INVOICE AP.4.22.24 TOTAL:	<u>\$14,687.00</u>
			EXPENSE ACCOUNT 41550 TOTAL:	<u>\$14,687.00</u>
EXPENSE ACCOUNT: 41560				
AP.4.22.24	CRA	04/22/24		
CRA				\$4,397.77
			INVOICE AP.4.22.24 TOTAL:	<u>\$4,397.77</u>
			EXPENSE ACCOUNT 41560 TOTAL:	<u>\$4,397.77</u>
EXPENSE ACCOUNT: 41570				
AP.4.22.24	CHP	04/22/24		
LIFE INSURANCE PREMIUM				\$187.20
			INVOICE AP.4.22.24 TOTAL:	<u>\$187.20</u>
			EXPENSE ACCOUNT 41570 TOTAL:	<u>\$187.20</u>
			REPORT TOTAL:	<u><u>\$47,301.40</u></u>

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

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
DHS:			
SALARY			
FRINGE			
OPERATING	04/30/24	67433-67439	6,056.35
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
LEAP:			
OAP:			
ADMIN:			
CHILD SUPPORT:			
WORK PROGRAM:			
FOOD ASSISTANCE:			
WHC:			
SALARY			
FRINGE			
OPERATING			

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 \$6,056.35 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

April 30, 2024 GRAND TOTAL \$ 6,056.35

4/30/2024 Ron Cook
DATE CHAIRMAN
4/30/2024 Shonetta L. Lammie
DATE COMMISSIONER
4/30/2024 Wendy L. Buxton-Andrade
DATE COMMISSIONER

4/23/24 [Signature]
DATE DIRECTOR

\$1,094,497.91
BALANCE AS OF 4/22/24

HOTLINE COUNTY CONNECTION CENTER
PAYROLL CERTIFICATION
MONTH: APRIL 2024

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY			
FRINGE			
OPERATING	04/30/24	3985-3988	1,304.94

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 \$1,304.94 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

April 30, 2024

GRAND TOTAL

\$

1,304.94

4/30/2024

DATE

Ron Cook

CHAIRMAN

4/30/2024

DATE

Sharon Hammick

COMMISSIONER

4/30/2024

DATE

Wendy Buxton-Andrade

COMMISSIONER

4/23/24

DATE

Randy Marks

DIRECTOR

\$445,240.78

BALANCE AS OF 4/22/24

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: April 30, 2024

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

Prepared by:
Mindy Maestas

SALARY		
FRINGE		
OPERATING	67433-67439	6,056.35
CANCELLED		
WHC SALARY		
WHC FRINGE		
OPERATING		

TOTAL: \$ 6,056.35

Information Only
VOIDED CHECKS #'s:


Larie Mireles, Director

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: April 30, 2024

Prepared by:
Mindy Maestas

HOTLINE COUNTY CONNECTION CENTER FUND

H3C SALARY	<u></u>	<u></u>
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H3C FRINGE	<u></u>	<u></u>
------------	---------	---------

H3C OPERATING	<u>3985-3988</u>	<u>1,304.94</u>
---------------	------------------	-----------------

TOTAL: \$ 1,304.94

Information Only
VOIDED CHECKS #'s:



Lanie Mireles, Director

PROWERS COUNTY DEPT. OF SOCIAL SERVICES

Invoice Register (By Expense Account)

Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
EXPENSE ACCOUNT: CHILD WELFARE				
AD.4.23.24 TIMECLOCK	AXIOM HUMAN RESOURCE SOLUTION	04/23/24		\$6.38
			INVOICE AD.4.23.24 TOTAL:	<u>\$6.38</u>
AD.4.23.24 AUTO SUPPLIES	WALLACE GAS & OIL	04/23/24		\$20.88
			INVOICE AD.4.23.24 TOTAL:	<u>\$20.88</u>
			EXPENSE ACCOUNT 444.1210 TOTAL:	<u>\$27.26</u>
EXPENSE ACCOUNT: CHILD WELFARE 100%				
AD.4.23.24 TIMECLOCK	AXIOM HUMAN RESOURCE SOLUTION	04/23/24		\$6.38
			INVOICE AD.4.23.24 TOTAL:	<u>\$6.38</u>
			EXPENSE ACCOUNT 444.1220 TOTAL:	<u>\$6.38</u>
EXPENSE ACCOUNT: NEW CASE WORKER				
AD.4.23.24 TIMECLOCK	AXIOM HUMAN RESOURCE SOLUTION	04/23/24		\$3.19
			INVOICE AD.4.23.24 TOTAL:	<u>\$3.19</u>
			EXPENSE ACCOUNT 444.1579 TOTAL:	<u>\$3.19</u>
EXPENSE ACCOUNT: CORE				
AD.4.23.24 TIMECLOCK	AXIOM HUMAN RESOURCE SOLUTION	04/23/24		\$9.57
			INVOICE AD.4.23.24 TOTAL:	<u>\$9.57</u>
			EXPENSE ACCOUNT 444.1700 TOTAL:	<u>\$9.57</u>
EXPENSE ACCOUNT: CORE 100%				
AD.4.23.24 TIMECLOCK	AXIOM HUMAN RESOURCE SOLUTION	04/23/24		\$3.19
			INVOICE AD.4.23.24 TOTAL:	<u>\$3.19</u>
			EXPENSE ACCOUNT 444.1800 TOTAL:	<u>\$3.19</u>
EXPENSE ACCOUNT: CHILD CARE				
AD.4.23.24 TIMECLOCK	AXIOM HUMAN RESOURCE SOLUTION	04/23/24		\$3.19
			INVOICE AD.4.23.24 TOTAL:	<u>\$3.19</u>
			EXPENSE ACCOUNT 444.2300 TOTAL:	<u>\$3.19</u>

EXPENSE ACCOUNT: TANF

AD.4.23.24 AXIOM HUMAN RESOURCE SOLUTION 04/23/24
TIMECLOCK

\$6.38

INVOICE AD.4.23.24 TOTAL: \$6.38

EXPENSE ACCOUNT 444.4200 TOTAL: \$6.38

EXPENSE ACCOUNT: FS FRAUD

AD.4.23.24 AXIOM HUMAN RESOURCE SOLUTION 04/23/24
TIMECLOCK

\$3.19

INVOICE AD.4.23.24 TOTAL: \$3.19

EXPENSE ACCOUNT 444.4400 TOTAL: \$3.19

EXPENSE ACCOUNT: EMPLOYMENT FIRST

AD.4.23.24 AXIOM HUMAN RESOURCE SOLUTION 04/23/24
TIMECLOCK

\$6.38

INVOICE AD.4.23.24 TOTAL: \$6.38

EXPENSE ACCOUNT 444.6300 TOTAL: \$6.38

EXPENSE ACCOUNT: ADMIN

AD.4.23.24 AXIOM HUMAN RESOURCE SOLUTION 04/23/24
TIMECLOCK
TIMECLOCK
TIMECLOCK

\$25.52

\$15.95

\$15.95

INVOICE AD.4.23.24 TOTAL: \$57.42

EX.4.23.24 LANIE MEYERS-MIRELES 04/23/24
PER DIEM

\$145.00

INVOICE EX.4.23.24 TOTAL: \$145.00

EXPENSE ACCOUNT 444.7000 TOTAL: \$202.42

EXPENSE ACCOUNT: ADULT PROTECTION

AD.4.23.24 AXIOM HUMAN RESOURCE SOLUTION 04/23/24
TIMECLOCK

\$3.19

INVOICE AD.4.23.24 TOTAL: \$3.19

EXPENSE ACCOUNT 444.7010 TOTAL: \$3.19

EXPENSE ACCOUNT: CHILD SUPPORT

AD.4.23.24 AXIOM HUMAN RESOURCE SOLUTION 04/23/24
TIMECLOCK

\$15.95

INVOICE AD.4.23.24 TOTAL: \$15.95

AD.4.23.24 DENVER COUNTY SHERIFF 04/23/24
PROCESS OF SERVICE

\$48.20

INVOICE AD.4.23.24 TOTAL: \$48.20

EXPENSE ACCOUNT 444.8000 TOTAL: \$64.15

EXPENSE ACCOUNT: WHC

AD.4.23.24
TIMECLOCK

AXIOM HUMAN RESOURCE SOLUTION

04/23/24

INVOICE AD.4.23.24 TOTAL: \$51.04

EXPENSE ACCOUNT 444.9005 TOTAL: \$51.04

EXPENSE ACCOUNT: ANSCHUTZ

AD.4.23.24
GED CLASSES

LAMAR COMMUNITY COLLEGE

04/23/24

INVOICE AD.4.23.24 TOTAL: \$5,483.63

EXPENSE ACCOUNT 444.9013 TOTAL: \$5,483.63

EXPENSE ACCOUNT: FAMILY VOICE

AD.4.23.24
FAMILY PARTICIPATION

SHARON MAUCH

04/23/24

INVOICE AD.4.23.24 TOTAL: \$86.25

AD.4.23.24
FAMILY PARTICIPATION

RAYMOND MATTESON

04/23/24

INVOICE AD.4.23.24 TOTAL: \$93.75

EXPENSE ACCOUNT 444.9018 TOTAL: \$180.00

EXPENSE ACCOUNT: FATHERHOOD

AD.4.23.24
TIMECLOCK

AXIOM HUMAN RESOURCE SOLUTION

04/23/24

INVOICE AD.4.23.24 TOTAL: \$3.19

EXPENSE ACCOUNT 444.9086 TOTAL: \$3.19

REPORT TOTAL: \$6,056.35

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 05/07/2027

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 04/30/2024

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of request by WinPro Development, LLC, to approve CDOT State Highway Access Permit Application to access the intersection of County Road 7 and US Highway 50 and authorizing BOCC Chairman Ron Cook to execute the Permit Application.

Justification or Background:

WinPro Development, LLC is in the process of applying for a CDOT State Highway Access Permit for the Prowers Travel Center West and Prowers Travel Center East. Prowers County owns County Road 7 off of Highway 50 thus a signature is required by the county for the access permit intersection at County Road 7 and Highway 50.

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT APPLICATION

Issuing authority application
acceptance date:

Instructions:

**Please print
or type**

- Contact the Colorado Department of Transportation (CDOT) or your local government to determine your issuing authority.
- Contact the issuing authority to determine what plans and other documents are required to be submitted with your application.
- Complete this form (some questions may not apply to you) and attach all necessary documents and Submit it to the issuing authority.
- Submit an application for each access affected.
- If you have any questions contact the issuing authority.
- For additional information see CDOT's Access Management website at <http://www.dot.state.co.us/AccessPermits/index.htm>

1) Property owner (Permittee) Prowers County		2) Applicant or Agent for permittee (if different from property owner) WinPro Development, LLC	
Street address 301 South Main Street, Suite 215		Mailing address 6801 S. Emporia Street, Suite 210	
City, state & zip Lamar, CO 81052	Phone # 719-336-8988	City, state & zip Greenwood Village, CO	Phone # (required) 303-917-2580
E-mail address mhiigel@prowerscounty.net		E-mail address if available stan@winprofunds.com	
3) Address of property to be served by permit (required) 6935 US Highway 50			
4) Legal description of property: If within jurisdictional limits of Municipality, city and/or County, which one? county Prowers subdivision _____ block _____ lot _____ section _____ township _____ range _____			
5) What State Highway are you requesting access from? 050B		6) What side of the highway? <input checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	
7) How many feet is the proposed access from the nearest mile post? 990 feet <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input checked="" type="checkbox"/> W from: MP 433		How many feet is the proposed access from the nearest cross street? 0 feet <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W from: CR-7	
8) What is the approximate date you intend to begin construction?			
9) Check here if you are requesting a: <input type="checkbox"/> new access <input type="checkbox"/> temporary access (duration anticipated: _____) <input type="checkbox"/> improvement to existing access <input checked="" type="checkbox"/> change in access use <input type="checkbox"/> removal of access <input type="checkbox"/> relocation of an existing access (provide detail)			
10) Provide existing property use Highway Commercial			
11) Do you have knowledge of any State Highway access permits serving this property, or adjacent properties in which you have a property interest? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes, if yes - what are the permit number(s) and provide copies: _____ and/or, permit date: _____			
12) Does the property owner own or have any interests in any adjacent property? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes, if yes - please describe: _____			
13) Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes, if yes - list them on your plans and indicate the proposed and existing access points.			
14) If you are requesting agricultural field access - how many acres will the access serve?			
15) If you are requesting commercial or industrial access please indicate the types and number of businesses and provide the floor area square footage of each.			
business/land use	square footage	business	square footage
Convenience Store w/ Gas Station	8 FP		
Fast Food Restaurant	1,845		
16) If you are requesting residential development access, what is the type (single family, apartment, townhouse) and number of units?			
type	number of units	type	number of units
17) Provide the following vehicle count estimates for vehicles that will use the access. Leaving the property then returning is two counts.			
Indicate if your counts are <input checked="" type="checkbox"/> peak hour volumes or <input type="checkbox"/> average daily volumes.		# of passenger cars and light trucks at peak hour volumes 350	# of multi unit trucks at peak hour volumes 19
# of single unit vehicles in excess of 30 ft. 19	# of farm vehicles (field equipment)	Total count of all vehicles 388	

18) Check with the issuing authority to determine which of the following documents are required to complete the review of your application.

- | | |
|--|---|
| a) Property map indicating other access, bordering roads and streets. | e) Subdivision, zoning, or development plan. |
| b) Highway and driveway plan profile. | f) Proposed access design. |
| c) Drainage plan showing impact to the highway right-of-way. | g) Parcel and ownership maps including easements. |
| d) Map and letters detailing utility locations before and after development in and along the right-of-way. | h) Traffic studies. |
| | i) Proof of ownership. |

1- It is the applicant's responsibility to contact appropriate agencies and obtain all environmental clearances that apply to their activities. Such clearances may include Corps of Engineers 404 Permits or Colorado Discharge Permit System permits, or ecological, archeological, historical or cultural resource clearances. The CDOT Environmental Clearances Information Summary presents contact information for agencies administering certain clearances, information about prohibited discharges, and may be obtained from Regional CDOT Utility/Special Use Permit offices or accessed via the CDOT Planning/Construction-Environmental-Guidance webpage <http://www.dot.state.co.us/environmental/Forms.asp>.

2- All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures, and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.

Personal protective equipment (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the State Highway right of way, except when in their vehicles, shall wear the following personal protective equipment: High visibility apparel as specified in the Traffic Control provisions of the documentation accompanying the Notice to Proceed related to this permit (at a minimum, ANSI/ISEA 107-1999, class 2); head protection that complies with the ANSI Z89.1-1997 standard; and at all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41-1999.

Where any of the above-referenced ANSI standards have been revised, the most recent version of the standard shall apply.

3- The Permittee is responsible for complying with the Revised Guidelines that have been adopted by the Access Board under the American Disabilities Act (ADA). These guidelines define traversable slope requirements and prescribe the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: <http://www.dot.state.co.us/DesignSupport/>, then click on *Design Bulletins*.

If an access permit is issued to you, it will state the terms and conditions for its use. Any changes in the use of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

The applicant declares under penalty of perjury in the second degree, and any other applicable state or federal laws, that all information provided on this form and submitted attachments are to the best of their knowledge true and complete.

I understand receipt of an access permit does not constitute permission to start access construction work.

Applicant or Agent for Permittee signature	Print name	Date
If the applicant is not the owner of the property, we require this application also to be signed by the property owner or their legally authorized representative (or other acceptable written evidence). This signature shall constitute agreement with this application by all owners-of-interest unless stated in writing. If a permit is issued, the property owner, in most cases, will be listed as the permittee.		
Property owner signature	Print name	Date

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 5-7-2024

Submitter: County Administration Office

Submitted to the County Administration Office on: 4-30-2024

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 Sand & Sage Round-Up Fair Board's request to have a Beer Garden at the County Fairgrounds during the 2024 Sand and Sage Fair.

Justification or Background:

Annual Event

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 5-7-2024

Submitter: County Administration Office

Submitted to the County Administration Office on: 4-30-2024

Return Originals to: Jana Coen & Administration

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of a Letter of Authorization for Sand & Sage Round-Up Fair Board to have a Beer Garden on County Fairgrounds during the 2024 Sand & Sage Fair.

Justification or Background:

Annual Event

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):



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

May 7, 2024

City Council of Lamar
102 E. Parmenter Street
Lamar, Colorado 81052

RE: Authorization for Beer Garden on County Fairgrounds

Dear City Council Members:

On May 7, 2024, the Prowers County Board of Commissioners voted to allow the Sand & Sage Round-Up Fair Board to hold a Beer Garden on the Prowers County Fairgrounds during the 2024 Sand & Sage Fair.

Sincerely,
PROWERS COUNTY BOARD OF COMMISSIONERS

Ron Cook, Chairman

Thomas Grasmick, Vice-Chairman

Wendy Buxton-Andrade, Commissioner

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 05/07/2024

Submitter: Paula Gonzales, County Finance Director

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

Return Originals to: Paula Gonzales & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: 5/07/2024

Item Title/Recommended Board Action:

Consider approval of Master Service Agreement between MGT of America Consulting, LLC and Prowers County regarding the Cost Allocation Plan Scope of Services & Preparation for 2025 and 2026.

Justification or Background:

Consider approval of MGT Cost Plan Scope of Services and Master Services Agreement for Cost Allocation Plans Completion 2025 and 2026

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

County: \$__11,850.00_____ Federal: \$ _____ State: \$ _____ Other:
\$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

SCOPE OF SERVICES

FEBRUARY 19, 2024



Submitted by:

R. MICHELLE GARRETT
MANAGER

8200 S. QUEBEC, SUITE A3 #184
CENTENNIAL, CO 80112
303-807-6331
mgarrett@mgtconsulting.com

2 CFR PART 200 COST ALLOCATION PLAN

PROWERS COUNTY, COLORADO

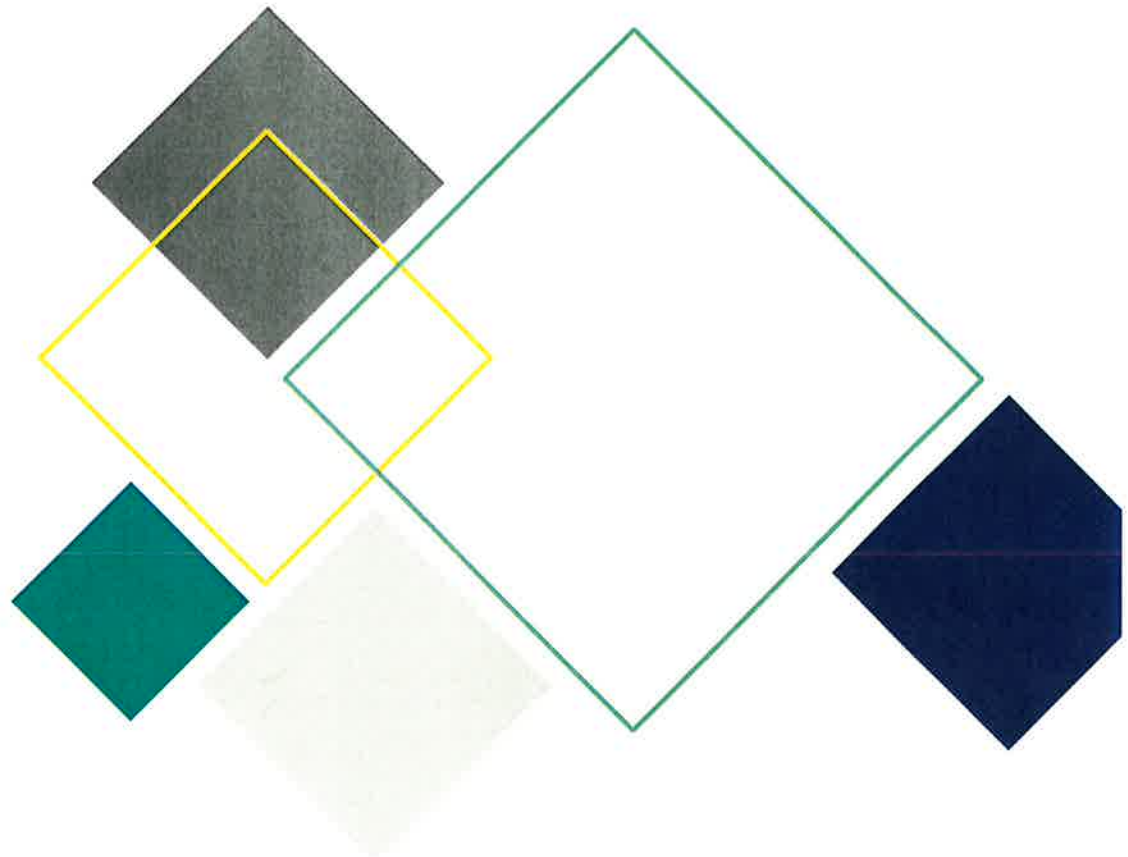


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 PROJECT DELIVERABLES 5
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 PROJECT FEE 6
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COST ALLOCATION PLAN SCOPE OF SERVICES

EXPERIENCE / QUALIFICATIONS

MGT OF AMERICA CONSULTING, LLC

MGT of America Consulting, LLC (MGT) is a national research and management consulting firm specializing in providing management and financial services to government clients. Founded in 1974, MGT is a limited liability company owned by the current and retired partners, principals, and consultants of the firm. The advantage of this ownership structure to our clients is that every member of the firm has a vested interest in the successful completion of every project, for every client.

MGT FINANCIAL SOLUTIONS GROUP

The MGT Financial Solutions Group provides cost allocation plan preparation, user fee study and indirect cost rate calculation services to government entities in over 30 states including Colorado.

In the past five years, our consultants have prepared more than 300 hundred cost allocation plans and studies for cities, and counties ranging in population from a few thousand to over three million. Additionally, MGT financial solutions consultants have successfully completed several thousand user fee studies, cost allocation plans, and related studies for cities and counties in the past 30 years as consultants with MGT or as consultants with other firms.

Our proposed Project Director, Ms. Meredith Miller, and our proposed Project Consultant, Ms. Michelle Garrett, successfully provide cost allocation services to nearly sixty other Colorado cities and counties as well as for cities and counties across the U.S.

EXPERIENCE IN COLORADO

The following table is a list of Colorado clients currently, or recently, receiving cost allocation, indirect cost rate calculation or use fee study services from MGT Financial Services consultants.

Adams County	Cheyenne County	Delta County
Arapahoe County	City of Boulder	Dolores County
Archuleta County	City of Centennial	Douglas County
Baca County	City and County of Denver	Eagle County
Bent County	City of Colorado Springs	Elbert County
Boulder County	City of Durango	Fremont County
City and County of	City of Rifle	Garfield County
Broomfield	City of Loveland	Gilpin County
Cañon City	City of Westminster	Grand County
Chaffee County	Crowley County	Gunnison County

COST ALLOCATION PLAN SCOPE OF SERVICES

Huerfano County	Moffat County	Routt County
Jefferson County	Montezuma County	Saguache County
Kiowa County	Montrose County	Sedgwick County
Kit Carson County	Otero County	Summit County
LaPlata County	Ouray County	Teller County
Larimer County	Park County	Town of Castle Rock
Las Animas	Phillips County	Washington County
Lincoln County	Pitkin County	Yuma County
Logan County	Prowers County	
Mesa County	Rio Blanco County	

The current experience from annually serving nearly 60 Colorado cities and counties means the County will receive much more than capability from the proposed project consultants. The County will also receive the following beneficial information.

- ♦ Current events in other Colorado cities and counties.
- ♦ How other Colorado cities and counties are applying cost allocation.
- ♦ Current trends in budgeting in other Colorado cities and counties.
- ♦ Cost allocation best practices from other Colorado cities and counties.
- ♦ Fresh ideas gleaned from situations in other Colorado cities and counties.

2 CFR PART 200 COST ALLOCATION PLAN

States, and many state agencies, counties, and cities provide services that include administrative and support expenditures allowable for federal and/or state and/or interfund reimbursement. Under 2 CFR Part 200 guidelines, which are now codified in the Code of Federal Regulations (CFR) as 2 225 CFR, local governments may be reimbursed for these administrative and support expenditures if they are documented in a cost allocation plan and indirect cost rates that are compliant with the principles contained in the Circular. It can be generalized that a 2 CFR Part 200 compliant cost allocation plan is applicable to external purposes such as recovering indirect costs on federal and state grants and awards, and internal purposes such as charging administrative and support costs incurred to non-General Funds.

Colorado is one of the states that tasks counties with operating and administering Human Services programs. In general terms, the state funds 80% of the cost of these programs with the counties funding the remaining 20% of the cost.

The state recognizes that there are administrative, or support costs incurred by the counties in addition to the actual program costs. Examples of administrative or support costs include Accounting, Human Resources, and Procurement. The state reimburses counties approximately 29% of these administrative costs associated with operating Human Services programs.

Counties must file a 2 CFR Part 200 compliant cost allocation plan annually to receive this reimbursement. Annual cost allocation plans are submitted to the Colorado Department of Human Services (CDHS) on or before June 30 (or by negotiated extension). Subject to audit, the state reimburses the counties on a quarterly basis.

In addition to reimbursement from CDHS, Colorado counties may use a 2 CFR Part 200 cost allocation plan to document and support indirect cost reimbursement requests from agencies such as CDOT as well as for transfers for administrative and support services from non-General Funds to the General Fund.

COST ALLOCATION PLAN PREPARATION

METHODOLOGY

We utilize a cost allocation plan methodology that incorporates years of experience applying 2 CFR Part 200 principles into a systematic, yet flexible, multi-step approach to raise the accuracy and acceptance of cost allocation plan results. This methodology has been reviewed and accepted by state agencies, federal cognizant agencies, internal auditors, and external auditors in multiple states, including Colorado.

SPECIFIC PHASES AND TASKS

The following four-phase work plan has been refined over many years to provide a methodology that produces compliant cost allocation plans with minimal disruption to our client's workload.

Phase 1 – Meetings with County Personnel and Data Collection

- ♦ Meet with key County personnel including Finance and Health and Human Services. This meeting will refine project objectives, establish the final project schedule, and identify potential pitfalls. We will review our project approach with meeting participants and make sure that all involved personnel fully understand how the cost allocation plan will be developed and adopted, as well as conform to the County's desired outcomes. We will also request from the County source financial and operational data at this time.
- ♦ We will then determine appropriate net allowable costs, including labor, for each central service (centralized administrative or support) department or division (such as accounting, human resources, and information technology) while also identifying the primary services (or functions) provided and the recipients of those services. We will also determine jointly with department personnel, optimal allocation bases or metrics to distribute the identified service costs.

Phase 2 – Process Draft Cost Allocation Plan

- ♦ Based on each central service department's identified services, corresponding net costs, service recipients, and allocation base or metric, we will process a draft cost allocation plan. This draft plan will be reviewed and refined based on several quality assurance activities. Our proprietary cost allocation software will be used to process the cost allocation plan.

Phase 3 – Review Draft Results with County Personnel

- ♦ After the draft cost allocation plan is prepared and reviewed internally, our consultants will review the results with County personnel from Finance and key central service and receiving departments such as Human Services, Health, Road and Bridge and other grant funds, and special revenue or enterprise funds. Inconsistencies will be reconciled, new data obtained as required, and the draft cost allocation plan and indirect cost rates (if applicable) will be revised as necessary.

Phase 4 – Finalize Results and Provide On-going Assistance

- ♦ After Finance and other key department personnel have approved the final cost allocation plan, we will prepare supplemental schedules, management reports, compliance verbiage, and certifications as necessary or requested.
- ♦ Deliver two printed (if requested) and electronic cost allocation plans to the County, as well as electronic copies of all supporting documentation, including comparison and trend reports, as requested. We will also assist County staff integrate the cost allocation plan and indirect cost rates (if applicable) into the County's financial and operational systems.
- ♦ Assist in submitting the final cost allocation plan to the Colorado Department of Human Services.
- ♦ Provide negotiation, audit defense, and technical assistance on an on-going basis to County personnel. We will be available and responsive to County personnel throughout the year to answer questions or provide information.
- ♦ Should the cognizant agency not approve the plan or rates, we will modify the analysis until accepted.

ESTIMATED SCHEDULE

The estimated schedule for completing the cost allocation plan is approximately 90 days. Annually, the project would begin around the first part of March and conclude with submittal to the County and to CDHS on or before June 30. This time frame assumes necessary data is provided in a timely manner in a usable format. This timeframe is flexible and can be modified to meet external and internal deadlines.

COUNTY SUPPLIED ASSISTANCE

We are flexible in the level of involvement of County personnel. County personnel can work very closely with the project team and be actively involved in every step of the process or can be moderately involved in the project and defer the day-to-day project details and data collection to the consultants. Either approach, or an in-between hybrid approach, will lead to the same successful project results.

Ideally the County will designate a project manager to serve as a liaison between the County and the project team. The County's project manager will provide institutional knowledge to the project team, provide centralized data such as expenditure and salary reports, and schedule initial meetings with the various departments. The time requirement for this individual is minimal.

COST ALLOCATION PLAN SCOPE OF SERVICES

In addition to the County's project manager, the project will request a department liaison from each allocating, or support, department. Ideally, these department liaisons will be familiar with the operations and personnel within the department they represent. The time requirement for these individuals is minimal.

We estimate that County personnel should spend no more than **2 to 4 hours** on the project, with the exception of the County's project manager. This person's time is totally dependent on the amount of involvement in the project he/she wishes to devote to it. That individual might want to participate in all aspects of the project. Most project managers participate in selected interviews and all review sessions, in which case their involvement could be **10 to 20 hours** over the course of the project.

Department personnel primary involvement in the project will provide our team with information based on three broad questions.

1. What services does your department provide?
2. How are these services provided?
3. Which departments receive these services?

Department personnel are also asked to review and validate inputs and/or draft results.

PROJECT DELIVERABLES

The County will receive from MGT consultants the following services:

Project Deliverables	
1.	A Final 2 CFR Part 200 cost allocation plan based on actual costs. This cost plan will allow the County to recover indirect costs from federal and state programs such as Human Services programs administered through CDHS.
2.	A Final 2 CFR Part 200 cost allocation plan Human Services Reimbursement Schedule. This schedule will be submitted to CDHS along with the 2 CFR Part 200 cost allocation plan for reimbursement of costs.
3.	Final 2 CFR Part 200 cost allocation plan Management and Trend Report. These reports can be utilized to help analyze the cost allocation plan data in a more manageable format (after two years of data comparisons can be shown).
4.	Negotiation of the 2 CFR Part 200 cost allocation plan with federal and/or state officials if those officials request such negotiation.
5.	Continuous training, guidance and assistance on applying the cost allocation plan. Examples of applications include analyzing unit costs, reviewing operational data for trends and efficiencies and as a component of user fees.
6.	Analysis of areas where the potential exists for the County to recover additional direct or indirect costs.

COLORADO-BASED CONSULTANTS

MS. MEREDITH MILLER, PROJECT DIRECTOR

Ms. Meredith Miller will serve as the project director for this engagement. In this role Ms. Miller will attend on-site interviews, training and coordination over the life of this engagement. She will assist with department interviews, scheduling, data collection, follow up phone calls and e-mails. Ms. Miller will also closely monitor the project timeline against milestones and deadlines.

Ms. Miller is a Director with MGT, and brings exceptional organizational and interpersonal skills to this study. She has more than 14 years of experience providing public-sector consulting services and manages our cost plan practice. She has a background in local government consulting focusing on cost allocation development, user fee rate calculations, and indirect cost rate proposals. She has worked in most of the states in the western United States with clients ranging from small cities, counties and special districts to major metropolitan cities such as Houston and Dallas

MS. MICHELLE GARRETT, PROJECT MANAGER

Ms. Garrett will serve the County as Project Manager. In this role, she will have participation in day-to-day activities such as meeting with department personnel, collecting data, processing data, reviewing draft calculations with the Project Director and preparing final documents.

Ms. Garrett has over fifteen years of professional consulting experience working with local governmental agencies. She has worked with dozens of jurisdictions including many cities and counties in Colorado. Ms. Garrett has led and managed numerous consulting projects involving project initiation and planning, managing the claiming project, collecting and analyzing data as a result of interview and training sessions, performing quality assurance on deliverables, and project close out.

PROJECT FEE

MGT will provide the proposed deliverables for the following fixed, all-inclusive guaranteed maximum fee. This fee contains all direct and indirect costs including meetings, document production, etc.

Project Description	Total Fees
FY23 2 CFR Part 200 Compliant Cost Allocation Plans Completed in 2024	\$5,550
FY24 2 CFR Part 200 Compliant Cost Allocation Plans Completed in 2025	\$5,800
FY25 2 CFR Part 200 Compliant Cost Allocation Plans Completed in 2026	\$6,050

Progressive payments based on achieved milestones can be requested.

REFERENCES

Although three references are included in our proposal, any client could serve as a reference. Contact data for all Colorado clients can be provided upon request.

These three references are for current MGT cost allocation clients receiving services from the MGT consultants proposed for the County.

ADAMS COUNTY	DELTA COUNTY	DOUGLAS COUNTY
Mr. Kevin Campbell Senior Accountant 720.523.6298 kcampbell@adcogov.org	Ms. Leone Anderson Finance Director 970.874.2103 Landerson@deltacountyco.gov	Mr. Andrew Copland Director of Finance 303.663.6175 ACopland@Douglas.co.us

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into as of February 22, 2024 ("Effective Date") between MGT of America Consulting, LLC ("MGT"), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and Prowers County, Colorado ("Client"), located at 301 South Main Street, Suite 215, Lamar, CO 81052 collectively referred to herein as the "Parties."

WHEREAS, MGT offers global technological, educational, organizational and staffing consulting solutions services to the public and private sectors;

WHEREAS, Client anticipates a need within its organization for MGT's services; and

WHEREAS, the Parties intend for this Agreement to serve as the governing, contractual basis of MGT's provision of future project-level services to Client.

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

1. THIS AGREEMENT AND STATEMENTS OF WORK. The Parties enter into this Agreement to set forth the general terms and conditions that will govern MGT's provision of services to Client. Such services will be subsequently agreed upon by the Parties in individual Statements of Work ("SOW").

Each SOW will state all details required for the proper provision of project-level services, including scope, pricing, period of performance, and other required information ("Services") each an Exhibit A, Statement of Work, attached hereto and incorporated into the Agreement. Unless otherwise stated in an SOW, all Services shall be performed remotely. Each SOW will require signature by both parties to be effective.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE. The contract documents consist of this Agreement and all exhibits, attachments, amendments, and SOWs subsequently executed by the Parties and all exhibits, attachments, amendments, and other documents made a part of the SOW ("Contract Documents"). Upon signature by the Parties, all SOWs executed during the Term shall be considered incorporated into and made a part of this Agreement.

In the event of a conflict among the terms and conditions in this Agreement and any SOW, unless that SOW expressly states the intention for the SOW to control with regard to the conflicting term or condition, then this Agreement shall control. Any terms or conditions contained in documents issued by Client other than the Contract Documents, including purchase orders, shall be voidable at MGT's discretion.

3. TERM. The term of this Agreement shall commence on the Effective Date and will continue for a period of one (1) year or until terminated in accordance with this Agreement. This Agreement will automatically renew for two (2) additional one (1) year terms unless terminated by either party at least thirty (30) days prior to the expiration date.

4. TERMINATION. This Agreement or any individual SOW may be terminated with cause by either party: (a) if the other party materially breaches the terms of this Agreement and fails to cure the breach within thirty (30) calendar days following written notice specifying the breach, or (b) immediately upon written notice if the other party fails to comply with applicable law or regulation.

5. **INSURANCE.** During the Term of this Agreement and any SOW, MGT will maintain the minimum insurance coverages below. MGT shall provide Certificates of Insurance to Client upon request and as required under SOWs.

a.	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
c.	Business Automobile Liability	\$1,000,000 combined single-limit, non-owned and hired. (MGT does not own autos)
d.	Umbrella/Excess Liability	\$10,000,000 per occurrence & aggregate, follows form
e.	Worker's Compensation	Per Statute
f.	Employer's Liability	\$1,000,000 each accident
f.	Professional Liability	\$6,000,000 aggregate

6. **INDEMNIFICATION.** To the extent permitted by law, each Party shall fully defend, indemnify and hold harmless the other Party and its officers, directors, employees, agents, representatives, successors and assigns (collectively, "Indemnified Parties") from any and all claims, demands, causes of actions, costs, expenses, liability, losses, or damages including attorney's fees and expenses ("Claims"), whether in law or in equity, for bodily injury, death or property damage arising out of, relating to or caused by, in whole or part, the negligence, errors, omissions or willful misconduct of the indemnifying party or its officials, officers, employees, subcontractors, consultants or agents, relating to or connected with performance under this Agreement, unless Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties.

A Party's indemnity obligations under this Section are contingent upon the indemnified party: a) promptly notifying indemnifying party of each claim; provided, however, that the indemnified Parties failure to give prompt notice to the indemnifying party of any such claim shall not relieve the indemnified party of any obligation under this Section except and to the extent that such failure materially prejudices the indemnifying party's ability to defend against such claim; b) providing the indemnifying party with sole control over the defense and/or settlement thereof, provided however, that indemnifying party shall not settle any claim that includes an admission of wrongdoing by indemnified parties or otherwise adversely affects indemnified parties' interests without prior consent; and c) at the indemnifying party's request and expense, providing full information and reasonable assistance to the indemnifying party with respect to such claim.

7. **LIMITATION OF LIABILITY.** MGT shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client's provision of inaccurate data, or changing laws, regulations, political conditions.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES EVEN IF A PARTY HAD OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent permitted by law, except for actions or claims resulting from MGT's gross negligence or

intentional or willful misconduct, MGT's total aggregate liability to Client shall be limited to the amount of compensation paid by Client to MGT under this Agreement in the twelve (12) months prior to the action giving rise to liability.

8. GOVERNING LAW, JURISDICTION AND CONSENT TO SUIT. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Florida, irrespective of the choice of laws principles of the state of Florida, as to all matters including validity, construction, effect, enforceability, performance, and remedies. Client submits itself and its property in any legal action or proceeding relating to this Agreement to the exclusive jurisdiction of any state or federal court within Hillsborough County, Florida and Client hereby accepts venue in each such court.

9. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute, controversy or claim by and between the Parties arising out of matters related to this Agreement, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy, or claim. Either party may initiate negotiations by providing written notice to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice to exchange relevant information and perspectives and to attempt to resolve the dispute.

If the dispute is not resolved by negotiation, either party may commence mediation by written request to the other party. The Parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The mediation shall take place in Tampa, Florida. The Parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party shall commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, at which time suit may be brought in any court of competent jurisdiction. The prevailing party shall be entitled to an award of all reasonable costs, expenses, and attorneys' fees. In addition, should the dispute under this Agreement involve the failure to pay fees, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, MGT's legal fees and costs should MGT prevail.

10. CONFIDENTIALITY. Each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential, whether disclosed orally, in writing or marked as confidential ("Confidential Information").

The receiving party shall make all reasonable efforts to protect Confidential Information from disclosure to unauthorized third parties. Confidential Information may be disclosed to third parties with a need-to-know under the circumstances and who are bound by confidentiality obligations no less restrictive than those herein. Neither party shall use such Confidential Information except in performance of the Services. MGT may, however, disclose Client's name and the general nature of MGT's work for Client sales

proposals.

The above obligations of confidentiality shall not apply to the extent that the receiving party can show that the relevant information (a) was at the time of receipt already in the receiving party's possession; (b) is, or becomes in the future, public knowledge through no fault or omission of the receiving party; (c) was received from a third-party having the right to disclose; or (d) is required to be disclosed by law.

11. FORCE MAJEURE. Neither party shall be liable or considered at fault for any delay (except for payment) resulting from circumstances beyond the party's reasonable control, including but not limited to fire, flood, earthquake, elements of nature, epidemics, global pandemics, quarantines, acts of God, acts of war, labor disputes, and supply chain disruptions ("Excusable Delays"). The delayed party shall notify the other party in writing upon the discovery of any significant Excusable Delay. During an Excusable Delay, the delayed party shall use reasonable efforts to mitigate costs and damages and to resume performance under this Agreement.

The Parties recognize that MGT's ability to timely perform under a SOW is contingent upon Client's timely provision of any agreed-upon data, personnel access, or other requirements. If Client's failure to provide to such data, access or other requirements causes significant delays to MGT's progression of Services, and MGT incurs losses or damages as a result, then the Parties shall negotiate and execute a SOW amendment for an equitable adjustment to the schedule and for additional costs. MGT shall provide all substantiating documentation of costs reasonably requested by Client in consideration for any equitable adjustment. Excusable Delays shall not give rise to an equitable adjustment.

12. FEES AND PAYMENT. Unless otherwise set forth in a SOW, all correct invoices submitted by MGT to Client shall be due and payable upon receipt. If Client disputes an invoice or portion thereof in good faith, then Client shall pay any undisputed portion and provide MGT with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. MGT reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law in respect of any invoice which is outstanding for more than thirty (30) days. MGT may stop work after sixty (60) days of Client's non-payment of undisputed invoiced amounts.

13. MODIFICATION. This Agreement and any SOW shall only be modified by written amendment signed by the Parties. All signed amendments shall be deemed incorporated into this Agreement by reference.

14. NON-SOLICITATION. During the term of this Agreement and for a period of two (2) years following termination or expiration, neither party shall knowingly, directly or indirectly, solicit nor encourage the solicitation of any person who is, or was within a 12-month period prior to such solicitation, an employee of the other party or its affiliates that became known to the other party as a result of this Agreement, except with the prior written consent of the other party. This provision shall not restrict the right of either party to solicit by public advertisement.

15. ASSIGNMENT. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

16. INDEPENDENT CONTRACTOR. It is expressly understood that at all times, while rendering

the Services, MGT is acting as an independent contractor and not as an officer, agent, or employee of the Client. MGT shall not be required to keep specific work hours (except in the case of specific hours required under employee leasing contracts), equipment, or a specific office, and shall use independent means and methods for performing the Services. For all purposes, including Medicare, Social Security taxes, the Federal Unemployment Act ("FUTA"), income tax withholding, worker's compensation, and unemployment insurance, MGT, its personnel and contractors will be treated and deemed independent contractors and not employees of Client.

17. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES. Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws. During the performance of this Agreement, neither party or their employees, agents, or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, physical disability, or any other classifications protected by local, state, or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

18. NOTICES. All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery, a mailed copy of the notice is delivered to the mailing address below.

To MGT:

Name: MGT of America Consulting, LLC
ATTN: Legal Notice/Contracts
Address: 4320 West Kennedy Blvd.
Tampa, FL 33609
Email: contracts@mgtconsulting.com

To Client:

Name: Prowers County, CO
ATTN: Administration Office
Address 301 South Main Street, Suite 215
Lamar, CO 81052
Email: ctyadmin@powerscounty.net

If the email address and mailing address is incomplete for a party, then notice shall be mailed to the address on the first page of this Agreement.

19. SEVERABILITY. If any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

20. COUNTERPARTS AND EXECUTION. This Agreement and any SOW may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts may be executed by electronic signature and delivered by scanned signature or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

21. SURVIVAL. The sections Term, Termination, Insurance, Indemnification, Limitation of Liability, Governing Law, Jurisdiction, Consent to Suit, Dispute Resolution Procedure, Confidentiality, and Non-Solicitation, of this Agreement and the payment obligations described in any SOW shall survive the termination or expiration of the Agreement or SOW.

22. ENTIRE AGREEMENT. This Agreement and all exhibits constitute the entire and only

agreement between the Parties. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, except for those expressly stated herein. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement.

23. **NON-EXCLUSIVITY.** This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, MGT may perform Services for any other clients, persons, or companies as MGT sees fit, so long as the performance of such Services does not interfere with MGT's performance of obligations under this Agreement, and do not create a conflict of interest.

24. **THIRD PARTY BENEFICIARIES.** Except as specifically set forth herein, nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement.

MGT OF AMERICA CONSULTING, LLC

PROWERS COUNTY, COLORADO

Name: _____
Title: A. Trey Traviesa
Date: _____

CEO

5/2/2024

Name: _____
Title: _____
Date: _____

EXHIBIT A
EXECUTIVE RECRUITMENT STATEMENT OF WORK

As of February 22, 2024 ("Effective Date"), MGT of America Consulting, LLC ("MGT") and Prowers County, Colorado ("Client") execute this Statement of Work ("SOW") pursuant to the Master Services Agreement between the Parties dated February 22, 2024 ("Agreement").

SCOPE

MGT will conduct services in accordance with MGT's 2 CFR Part 200 Cost Allocation Plan dated February 19, 2024. All terms of the Plan are incorporated herein by reference.

PERIOD OF PERFORMANCE/PROJECT TIMELINE

The term of this Statement of Work begins on the Effective Date and terminates upon project completion.

COMPENSATION AND REIMBURSABLE EXPENSES

The total cost for services for the FY23 2 CFR Part 200 Compliant Cost Allocation Plan to be completed in 2024 is five thousand five hundred and fifty dollars (\$5,550).

The total cost for each renewable year is as follows:

Project Description	Total Fees
FY24 2 CFR Part 200 Compliant Cost Allocation Plans Completed in 2025	\$5,800
FY25 2 CFR Part 200 Compliant Cost Allocation Plans Completed in 2026	\$6,050

INVOICING AND PAYMENT

Payments are due within thirty (30) days of receipt of invoice.

MGT OF AMERICA CONSULTING, LLC

PROWERS COUNTY, COLORADO



Name:
Title: **A. Trey Traviesa**
Date:

CEO

5/2/2024

Name:
Title:
Date:

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 05/07/2024

Submitter: Mark Westhoff

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

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approving FY 2025 Amendment and Addendum between Al-Loy LLC d.b.a Detention Alternative Programs (DAP) and Prowers County for DAP to provide coordination of video hearings between Pueblo Youth Center and counties of Southern Colorado, effective from July 1, 2024 through June 30, 2025, totaling \$6600 per quarter, and authorizing Chairman Ron Cook to execute the documents

Justification or Background:

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

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

Approved by the County Attorney on: 11/08/2023

Additional Approvals (if required):

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

THANK YOU!

Diane Crow,
District Administrator
State of Colorado, 15th Judicial District

April 03, 2024

Dear Ms. Crow,

Detention Alternative Programs-(DAP) respectfully submits this proposal, to coincide with the fiscal period effective July 1, 2024, to June 30, 2025.

We consider our participation in this ongoing venture to be our privilege, and we value the opportunity to offer video court coordination services for remote in-custody juvenile court hearings for the 9 counties of Colorado's 3rd, 15th, and 16th Judicial Districts.

Explanation of services and costs:

DAP will coordinate remote video hearings between the courts in the judicial districts as outlined in the existing memorandum of understanding agreement (MOU) between DAP and Prowers County.

DAP will provide staff, scheduling, office space, supplies, computers, cell phones, etc. In the circumstance a video connection is unavailable, DAP shall provide back-up telephonic communication to conduct court hearings remotely as necessary.

Please be aware that while most restrictions resulting from the COVID-19 pandemic have been lifted, the scope of those restrictions, primarily juvenile quarantines, rise and fall as the Youth Center's protocols dictate. Please be assured that DAP will work in conjunction with the Pueblo Youth Services Center as well as each judicial district, county, and individual courtroom to maintain the best possible practices and outcomes for all concerned parties.

Billing for services will occur within the first 5 business days following the end of each calendar quarter at the rate of \$2,200 per calendar month (\$6,600.00 per quarterly cycle).

Thank you again for the opportunity to provide these essential juvenile court services. It has been a pleasure to collaborate with Prowers County in this endeavor.

Sincerely,



Dustin D. Montoya
Detention Alternative Programs- DAP

Detention Alternative Programs-DAP

FY 2025 AMENDMENT

COUNTY – PROWERS COUNTY, COLORADO

COMPANY – Al-Loy, LLC d/b/a DETENTION ALTERNATIVE PROGRAMS

Al-Loy, LLC d/b/a Detention Alternative Programs and Prowers County, Colorado, have previously entered into an Agreement to provide coordination of video hearings between Pueblo Youth Center and counties of Southern Colorado.

The Agreement is amended as to the following Paragraphs:

1. Term. All parties understand that the grant funding received is for the Judicial fiscal year 2025; therefore, the term of this Memorandum of Understanding is from July 1, 2024, through June 30, 2025.
3. DAP Responsibilities.
 - e. Submit invoices regularly, within five business days following the end of September and December, 2024, and the end of March and June, 2025, to Court Executive, 301 South Main, #300, Lamar, CO 81052 or diane.crow@judicial.state.co.us

All other terms and conditions of the Agreement and Addendum remain as originally set forth.

BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

Al-Loy, LLC d/b/a/ DETENTION
ALTERNATIVE PROGRAMS, INC.

By _____
Ron Cook, Chairman
Date Signed: _____, 2024

By *Dustin D. Montoya*
Dustin Montoya, Manager
Date Signed: April 15, 2024

Attest:

By _____
Jana Coen, County Clerk
Date Signed: _____, 2024

FY 2025 ADDENDUM

COUNTY – PROWERS COUNTY, COLORADO

COMPANY – Al-Loy, LLC d/b/a DETENTION ALTERNATIVE PROGRAMS

ADDITIONAL PROVISIONS

1. STATUTORY COUNTY. Prowers County, Colorado, which is a statutory county in the State of Colorado, reserves all rights as a statutory entity, including governmental immunity as provided by law.
2. ASSIGNMENT. Neither party may assign this contact without the written consent of the other party.
3. VENUE. Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado, District or County Court sitting without jury in Lamar, Colorado, and the court shall award to Prowers County, if it is the prevailing party, its attorney fees, expert witness fees, court costs and any other litigation expense.
4. APPROPRIATION. Any monetary obligation of Prowers County payable after the current fiscal year is subject to appropriation as provided by law.
5. PUBLIC RECORD. In the event Prowers County receives a public records demand for copies of documents which the agreement provides are confidential, or may otherwise be subject to non-disclosure, Prowers County shall give written notice to Company. Company shall notify Prowers County in writing within 10 days of notification if any documents requested as a public record should not be disclosed. The Company shall indemnify and hold harmless Prowers County as provided in Paragraph 6 for any public record requests where the Company advises Prowers County not to disclose such records.
6. INDEMNIFICATION. Company shall indemnify, save and hold harmless Prowers County against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Company or its employees, agents, officers and representatives.
7. DEFAULT. In the event of a default, the defaulting party shall have 15 days after receipt of written notice of default to cure such default or provide sufficient proof that demonstrates that measures to correct default are diligently being taken.
8. LIABILITY. Because Prowers County is a public entity and is subject to statutory limits on spending, including funds which have been duly appropriated, Prowers County and its officers, agents, employees and representatives shall in no event be liable for damages to Company or any other party whether based upon breach of contract, tort, strict liability or any other claim for relief of whatever nature or description. However, Company may be awarded specific performance, injunctive relief or other similar remedy if proven by Company.

9. INDEPENDENT CONTRACTOR. The Company shall perform its duties hereunder as an independent contractor and shall be solely responsible for the acts of the Company, its employees and agents. Neither the Company nor any agent or employee of the Company shall be or shall be deemed to be an agent or employee of Prowers County. The Company shall pay when due all required employment, income and other taxes on any monies paid by Prowers County pursuant to this contract. The Company acknowledges that the Company and its employees are not entitled to unemployment insurance benefits unless the Company or a third party provides such coverage and that Prowers County does not pay for or otherwise provide such coverage. The Company shall have no authorization, express or implied, to bind Prowers County to any agreements, liabilities or understandings except as expressly set forth herein. The Company shall provide and keep in force worker's compensation and unemployment compensation insurance in the amounts required by law and provide proof of such insurance when requested by Prowers County.
10. BINDING EFFECT. This agreement is binding upon the parties and their respective successors and permitted assigns. In the event of any conflict with the provisions of the main agreement, the provisions of this Addendum will control.

BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

Al-Loy, LLC d/b/a/ DETENTION
ALTERNATIVE PROGRAMS, INC.

By _____
Ron Cook, Chairman
Date Signed: _____, 2024

By *Dustin A. Montoya*
Dustin Montoya, Manager
Date Signed: April 15, 2024

Attest:

By _____
Jana Coen, County Clerk
Date Signed: _____, 2024

Previously
Tabled
Action Item

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 04/23/2024

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 04/12/2024

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider to approve of Subdivision Exemption Application by Ethel Tempel Intervivos Trust, dece'd by Michael Tempel, Representative in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 31, Township 21, Range 47. The request is to subdivide .35 acres from the existing 206.22 acres. The property is located in an A-1 Irrigated Agriculture zoning district. This will be a First Subdivision. The application was approved by the Planning Commission on April 10, 2024.

Justification or Background:

Applicant wants to subdivide off .35 acres to sell to neighboring property owner. The neighbor has a structure and corrals that are encroaching on Tempel's property. The Tempel family felt this would be the cleanest way to mitigate the encroachments.

Fiscal Impact: N/A

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

Subdivision
Exemption No.

SUBDIVISION APPLICATION AND SUMMARY FORM

PLEASE READ NOTE AND SIGN BELOW:

THE SUBMITTED APPLICATION PACKAGE REQUIRES SPECIFIC REPORTS/INFORMATION WHICH MAY NOT BE ADEQUATE AS DETERMINED THROUGH THE REVIEW PROCESS. ADDITIONAL INFORMATION MAY BE REQUIRED. ALSO, THE ACCEPTANCE OF THE APPLICATION PACKAGE DOES NOT MEAN THE SPECIFIC INFORMATION HAS BEEN APPROVED AND IN FINAL FORM. REVISIONS TO THE INFORMATION AND/OR REPORTS MAY BE REQUIRED. REQUESTS FOR WAIVERS OF ANY OF THESE REQUIREMENTS MUST BE ACCOMPANIED BY A LETTER OF JUSTIFICATION. THE PROWERS COUNTY PLANNING COMMISSIONERS WILL HEAR THE WAIVER REQUEST CONCURRENTLY WITH THE APPLICATION. DENIAL OF THE WAIVER REQUEST SHALL RENDER THIS APPLICATION INCOMPLETE AND RESULT IN THE REQUIREMENT FOR A NEW SUBMITTAL ACCEPTANCE DATE AND REVIEW PERIOD. YOUR SIGNATURE BELOW INDICATES ACCEPTANCE OF THESE CONDITIONS.

Ethel Tempel Intervivos Trust by Michael Tempel Representative

Date: 3-25-2024

 Representative
Applicant's / Representative's Signature

If other than owner's signature, a letter of consent authorizing the applicant/representative to act in the owner's behalf must be included.

Property Owner: Ethel Tempel Intervivos Trust

Address: c/o Kathy Ransdell 4301 S. Pierce St 6B Littleton, CO 80123

Telephone Number: 303-596-2278 Email: kdransdell@yahoo.com

Applicant's Representative: Michael Chad Tempel

Address: 312 Quito Place Castle Rock, CO 80108

Telephone Numbers: 303-570-5055 Email: m_tempel@msn.com

Surveyor or Engineer: Cardinal Points Surveying, Inc. Telephone: 719-253-0874

Location of Subdivision: Portion of NE 1/4

Subdivision (1st, 2nd, etc.) 1st Subdivision

Quarter _____

Section 31 Township 21S Range 47W of Sixth Principal Meridian **OR**

Lot _____ Block _____ Subdivision _____

*****Attach Copy of Deed*****

Tax parcel number of property (County Assessor's Records) 800016851

Current land classification as per Assessor's Records Farmland

If irrigated, will water shares be allocated to the subdivided parcel? _____ Yes X No

Is there a Deed of Conservation Easement attached to this property? _____ Yes X No

If YES, attach copy

Proposed Use of Land Residential

Proposed Water Source N/A

Proposed Means of Sewage Disposal N/A

Proposed Road Access Existing

Proposed Lot Size .35 Acres

-
-
- The Prowers County Planning Commission recommends approval of this request for subdivision exemption.

Prowers County Planning Commission, Chair



Dated this 10 day of April, 2024

- The Prowers County Board of County Commissioners grants approval of this request for subdivision exemption.

Prowers County Board of County Commissioners, Chair

Dated this _____ day of _____, 20____

546530

REC H 546530 07/05/2018 10:40:46 AM
DEED Page: 1 of 4 R:28.00 D:0.00
Prowers County, CO

TRUSTEES DEED

THIS INDENTURE, Made the 5th day of July, 2018, A.D., by
and between ETHEL M. TEMPEL, a single person, of the County of Prowers, State of Colorado, party of the first
part, and ETHEL M. TEMPEL, trustee of the Ethel Tempel Intervivos Trust Agreement, of Prowers County, in
the State of Colorado, party of the second part,

(Mailing address of named grantee is 2022 County Road, Wiley Colorado, 81092)

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, in consideration of the sum of TEN
(\$10.00) DOLLARS, to them paid by said parties of the second part (the receipt of which is hereby acknowledged),
do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, its heirs
and assigns, all the following described lots, tracts or parcels of land lying, being and situate in the County of
Prowers and State of Colorado, to-wit:

ALL PROPERTY LISTED IN EXHIBIT A

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges,
appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part
unto its heirs and assigns forever; the said first parties hereby covenanting that they are lawfully seized of an
indefeasible estate in fee simple, of and in the premises herein conveyed; that they have good right to convey the
same; that the said premises are free and clear from any incumbrance done or suffered by them or those under whom
they claim; and that they will warrant and defend the title to the said premises unto the said party of the second part
and unto its heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set their hands and seals the day
and year above written.

No documentary fee required. Consideration less than \$500.

Prepared by: Timothy C. Barker, Attorney-at Law
Barker Law, LLP
307 S. Main Street
Prali, KS 67124

STATE DOCUMENTARY FEE

Date JUL 05 2018

\$ 0

There is no consideration.

SIGNATURE PAGES TO FOLLOW

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EXHIBIT A

TOWNSHIP 21 SOUTH, RANGE 47 WEST OF THE 6th P.M.

- SE 1/4 of SE 1/4
- ⑨ Section 30: SW 1/4 lying south and west of the center line of the Atchison, Topeka and Santa Fe Railroad; First Subdivision of the SE 1/4 (undivided interest in all oil, gas and other minerals)
- # 8713-22-150
- ⑧ Section 31: NE 1/4 of the center line of the Atchison, Topeka and Santa Fe Railroad NE 1/4 of 2.78 AC, W 1/2 NE 1/4 E 1/2 NW 1/4 Ex 2.6 AC = 1 AC NW 1/2 NW 1/4 NE E of RR 206.22 acres
- # 8713-22-150
- ⑦ Section 32: Tract of land containing 4.02 acres more particularly described in Deed recorded at Reception No. 412581
 K.A. 1st Sub 700' q. 1st Sub 700' q.

TOWNSHIP 22 SOUTH, RANGE 47 WEST OF THE 6th P.M.

- ⑥ Section 9: 1/8 NE 1/4 (undivided interest in all oil, gas and other mineral rights) Prowers County, Colorado

TOWNSHIP 21 SOUTH, RANGE 48 WEST OF THE 6th P.M.

- ④ Section 14: SW 1/4 (undivided interest in all oil, gas and other mineral rights)
- ③ Section 24: NE 1/4 1.60 acres
- ④ Section 24 SE 1/4 1.98, 2.4 acres
 split from sched 31000800 E 31000801

TOWNSHIP 22 SOUTH, RANGE 48 WEST OF THE 6th P.M.

- ① Section 12: SW 1/4 (undivided interest in all oil, gas and other mineral rights)
- ② Section 13: N 1/2 NW 1/4 (undivided interest in all oil, gas and other mineral rights)

TOWNSHIP 24 SOUTH, RANGE 48 WEST OF THE 6th P.M.

⑤ Section 11: $S\frac{1}{2}$ (undivided interest in all coal, oil, gas and other minerals) Bent County, Colorado
160 acres

Together with any and all water and water rights, ditch and ditch rights

appurtenant thereto including but not limited to 360 shares of the capital stock of
the Fort Lyon Canal Company

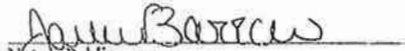
160 acres


ETHEL TEMPEL, Individually

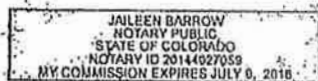
STATE OF Colorado)
COUNTY OF Prowers) ss.

BE IT REMEMBERED, That on this 5th day of July, 2018, before me, the undersigned, a Notary Public in and for said County and State, came ETHEL TEMPEL who is personally known to me to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.


Notary Public

Notary Commission Expires: July 9, 2018



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Jana Coen, Prowers County, Colorado

SOA Rec Fee: \$13.00 Doc Fee: \$0.00 eRecorded

**STATEMENT OF AUTHORITY
(38-30-172, C.R.S.)**

1. This Statement of Authority relates to an entity named Ethel Tempel Intervivos Trust

And is executed on behalf of the entity pursuant to the provisions of
Section 38-30-172 C.R.S.

2. The type of entity is a Trust

3. The mailing address for the entity is: c/o Kathy Ransdell
4301 S. Pierce St 6B
Littleton, CO 80123

4. The entity is formed under the laws of Colorado

5. The name of the person(s) authorized to execute instruments conveying, encumbering, or otherwise affecting
title to real property on behalf of the entity is: Michael Chad Tempel

6. The authority of the foregoing person(s) to bind the entity is ☒ Not limited OR ☐ Limited as follows:

7. Other matters concerning the manner in which the entity deals with interest in real property: N/A

Dated this 3/25/2024


Michael Chad Tempel

State of Colorado
County of Douglas

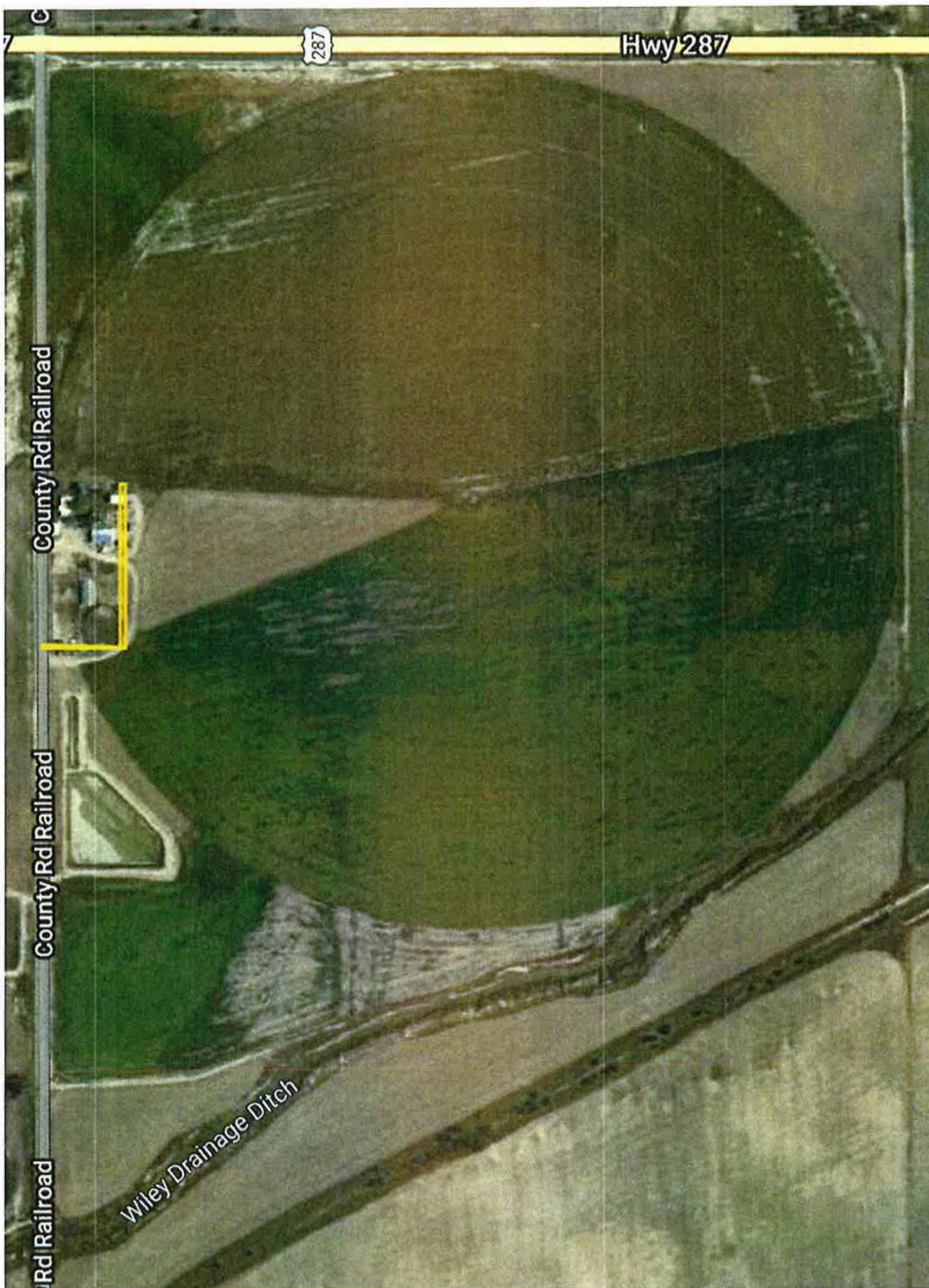
The foregoing instrument was acknowledged before me this 25th day of March, 2024 by.

Witness my hand and official seal.

Michael Chad Tempel
Notary Public: Kirk Mikel
My commission expires: 05/29/2024



Proposed Subdivision - Highlighted



Proposed Subdivision – Highlighted

